

No. 3235

**ISRAEL
and
AUSTRIA**

**Air Transport Agreement (with annex). Signed at Jerusalem,
on 17 November 1955**

Official text: English.

Registered by the International Civil Aviation Organization on 11 April 1956.

**ISRAËL
et
AUTRICHE**

**Accord relatif aux transports aériens (avec annexe). Signé
à Jérusalem, le 17 novembre 1955**

Texte officiel anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 11 avril 1956.

No. 3235. AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE STATE OF ISRAEL AND THE AUSTRIAN FEDERAL GOVERNMENT. SIGNED AT JERUSALEM, ON 17 NOVEMBER 1955

The Government of the State of Israel and the Austrian Federal Government desiring to stimulate civil air transportation between Israel and Austria hereby conclude the following Agreement covering the scheduled airline services between their respective territories which shall be governed by the following provisions :

Article I

- a) Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement and its Annex² for the purpose of establishing air services on the routes specified in the Annex hereto (hereinafter referred to as the "Agreed Services" and the "Specified Routes").
- b) Each Contracting Party will designate in writing to the other Contracting Party an airline for the purpose of operating the specified routes and will decide on the date of the commencement provided that the operating authorization mentioned in Article II will have been granted.

Article II

- a) Each Contracting Party will, under reservation of the right specified under Article VII, without undue delay grant the appropriate operating authorization for the airline designated by the other Contracting Party.
- b) The Aeronautical Authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions described under the laws and regulations normally and reasonably applied by them to the operation of international commercial air services.

Article III

- a) The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable

¹ Came into force on 17 November 1955, the date determined by an exchange of notes, in accordance with article XII.

² See p. 164 of this volume.

profit, characteristics of service (such as standards of speed and accommodation) and the tariffs of other airlines for any part of the specified route.

b) These tariffs, together with the rates of agency commission used in conjunction with them, shall, if possible, be agreed between the designated airlines concerned, in consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association. The tariffs so agreed shall be subject to the approval of the Aeronautical Authorities of both Contracting Parties.

c) If the designated airlines cannot agree, or if for some other reason a tariff cannot be agreed upon in accordance with the provisions of paragraph (b), the Aeronautical Authorities of the Contracting Parties shall determine the tariffs by agreement between themselves.

d) If the Aeronautical Authorities cannot agree, the dispute shall be settled in accordance with the provisions of Article VIII.

e) No tariff shall come into effect if the Aeronautical Authorities of either Contracting Party are dissatisfied with it except under the terms of Article VIII.

Article IV

a) Each Contracting Party may impose or permit to be imposed just and reasonable charges for the use of airports and other facilities. Each of the Contracting Parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

b) Fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores introduced into the territory of one Contracting Party, or taken on board aircraft in that territory, by or on behalf of the other Contracting Party or its designated airline shall be accorded the following treatment by the first Contracting Party in respect of customs duties, inspection fees and other similar national or local duties and charges :

- 1) in the case of fuel and lubricating oils on board when the aircraft is given customs clearance in the said territory for a foreign destination, exemption ;
- 2) in the case of fuel and lubricating oils not included under (1) and spare parts, regular aircraft equipment and aircraft stores, treatment not less favourable than that accorded to similar supplies introduced into the said territory, or taken on board aircraft in that territory, and intended for use by or in the aircraft of a national airline of the first Contracting

Party, or of the most favoured foreign airline, engaged in international air services.

c) Goods so exempted may only be unloaded with the approval of the Customs Authorities of the other Contracting Party. These goods which are to be re-exported shall be kept until re-exportation under Customs supervision.

Article V

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services described in the Annex. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party or by another state.

Article VI

a) The laws and regulations of a Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft while within its territory shall be applied to the aircraft of the other Contracting Party without distinction as to nationality and shall be complied with by such aircraft upon entering or departing from or while within the territory of that Party.

b) The laws and regulations of a Contracting Party as to the admission to or departure from its territory of passengers, crew and cargo of aircraft such as regulations relating to entry, clearance, immigration, passports, customs and quarantine shall be complied with by or on behalf of the passengers, crew and cargo of the designated airline of the other Contracting Party while within the territory of the former Party.

c) The members of the crew of aircraft used in the operation of an air service on a specified route are exempted from passport and visa-formalities as long as they are in possession of an aircrew member certificate as mentioned in paragraphs 3.10 or 3.11 of Annex 9 to the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944.¹

Article VII

Each Contracting Party reserves the right to withhold or revoke an operating authorization of an airline designated by the other Contracting Party ;

¹ See footnote 3, p. 11 of this volume.

- a) in the case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of the Contracting Party designating the airline ;
- b) in the case of failure of such an airline to comply with the laws and regulations as described in Article VI hereof ;
- c) in the case of failure to comply with the decision of a tribunal in accordance with Article VIII hereof ;
- d) in the case where the airline fails to operate in accordance with the conditions prescribed in the present Agreement and the Annex ;
- e) in the case where the airline ceases to fulfill the conditions under which the privileges and rights have been granted in accordance with the present Agreement and the Annex.

Provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringement of laws or regulations, this right shall be exercised only until after consultation with the other Contracting Party.

Article VIII

- a) If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation between themselves.
- b) If the Contracting Parties fail to reach a settlement by negotiation, the dispute shall be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within two months of the date of delivery by either Party to the other Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within one month after such period of two months. If either Contracting Party fails to designate its arbitrator or if the third arbitrator is not agreed upon, the vacancies thereby created shall be filled by persons designated by the President of the Council of the International Civil Aviation Organization on application by either Contracting Party.
- c) The Contracting Parties undertake to comply with any decision given under paragraph (b) of this Article.
- d) The costs of the arbitration procedure will be determined by decision of the arbitrators and will be shared equally by both Contracting Parties.

Article IX

This Agreement and all contracts concerned therewith shall be registered with the International Civil Aviation Organization set up by the Convention on International Civil Aviation.

Article X

a) There shall be regular and frequent consultation between the Aeronautical Authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfilment of the present Agreement and its Annex.

b) In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound, the present Agreement shall be amended so as to conform with the provisions of such convention.

c) If either of the Contracting Parties considers it desirable to modify the terms of the present Agreement, it may request consultation between the Aeronautical Authorities of the two Contracting Parties. Such consultation shall begin within a period of sixty days from the date of the request. When the Aeronautical Authorities agree to modifications of the Agreement or the Annex such modifications shall come into effect when they have been confirmed by an exchange of notes through diplomatic channels.

d) Either Contracting Party may at any time give notice to the other if it desires to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, the present Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by Agreement before the expiry of this period. In the absence of acknowledgment of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

Article XI

a) The term "designated airline" means an airline which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with Article I and II of the present Agreement, for the operation of air services on the routes specified in such notifications;

b) The term "change of gauge" means the operation of an air service by a designated airline in such a way that one section of the route is flown by aircraft different in capacity from those used on another section.

- c) The term "territory" corresponds to the definition which is given in Article 2 of the Convention on International Civil Aviation.
- d) The definitions of Article 96, paragraphs (a), (b), (c) and (d) of the Convention on International Civil Aviation apply.

Article XII

The date of the coming into force of the present Agreement shall be determined by an Exchange of Diplomatic Notes.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed the present Agreement and affixed thereto their seals.

DONE this seventeenth day of November, 1955, in duplicate at Jerusalem in the English language.

For the Government
of the State of Israel:
Moshe BARTUR

For the Austrian Federal
Government:
Dr. K. H. ENDERL

A N N E X

A

Airlines designated by each Contracting Party are accorded rights of non-traffic stops as well as the right to pick up and put down international traffic of passengers, mail and cargo at places in the territory of the other Contracting Party open to international air traffic, in accordance with the terms of this Agreement and with exception of all cabotage in the territory of the other Contracting Party.

B

- 1) There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.
- 2) In operating the agreed services, the designated airlines of each Contracting Party shall take into account the interests of the airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.
- 3) The agreed services provided by the designated airlines of both Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of a capacity adequate to the current and reasonably expected requirements for the carriage of passengers, cargo and mail coming from or destined for the territory of the Contracting Party designating the airline. The right of the designated airlines

of each Contracting Party, while operating the said services, to take up or set down, at the points described in the Annex and situated in the territory of the other Contracting Party, international traffic destined for or coming from third countries, shall be exercised in conformity with the general principles of orderly development to which the Contracting Parties subscribe and subject to the conditions that capacity should be related :

- (a) to the requirements of traffic destined for or coming from the territory of the Contracting Party which has designated the airlines ;
- (b) to the traffic requirements of the area through which the airline passes, local and regional services being taken into account ; and
- (c) to the requirements of through-airline operation.

C

A designated airline of one Contracting Party may make a change of gauge at a point in the territory of the other Contracting Party only on the following conditions :

- (a) that it is justified by reason of economy of operation ;
- (b) that the aircraft used on the section on which less traffic is carried by the airline to and from the territory of the first Contracting Party are smaller in capacity than those used on the other section ;
- (c) that the aircraft of smaller capacity shall operate only in connection with the aircraft of larger capacity and shall be scheduled so to do ; the former shall arrive at the point of change for the purpose of carrying traffic transferred from, or to be transferred into, the aircraft of larger capacity ; and their capacity shall be determined with primary reference to this purpose ;
- (d) that there is an adequate volume of through traffic ; and
- (e) that the provisions of this Annex paragraph B shall govern all arrangements made with regard to change of gauge.

D

- (a) The airline designated by the Government of the State of Israel shall be entitled to operate air services as follows :

Israel-intermediate points, if any—points in Austria—points beyond, if any—in both directions.

- (b) The air services which will be operated by the airline designated by the Austrian Federal Government will be determined as soon as the Aeronautical Authorities of the Austrian Federal Government present their demand to do so. The Aeronautical Authorities of both Contracting Parties will proceed without delay to determine the air services in accordance with the terms of Article 10, Paragraph (c) of the present Agreement and on the basis of strict reciprocity.