

No. 3606

**TURKEY
and
YUGOSLAVIA**

**Air Transport Agreement (with annex and Protocol).
Signed at Ankara, on 16 April 1953**

Official text: French.

Registered by the International Civil Aviation Organization on 1 December 1956.

**TURQUIE
et
YUGOSLAVIE**

**Accord relatif aux transports aériens (avec annexe et
Protocole). Signé à Ankara, le 16 avril 1953**

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 1^{er} décembre 1956.

[TRANSLATION — TRADUCTION]

No. 3606. AIR TRANSPORT AGREEMENT BETWEEN THE
TURKISH REPUBLIC AND THE FEDERAL PEOPLE'S
REPUBLIC OF YUGOSLAVIA. SIGNED AT ANKARA,
ON 16 APRIL 1953

The Government of the Turkish Republic and the Government of the Federal People's Republic of Yugoslavia,

Desiring to conclude an air transport agreement have for this purpose, appointed plenipotentiaries who, being duly authorized, have agreed as follows :

Article 1

The Contracting Parties grant each other on a basis of reciprocity the rights specified in the annex² hereto, for the purpose of establishing the regular air services enumerated therein.

Article 2

1. Each Contracting Party shall designate one or more airlines to operate the services specified in the annex.

The competent aeronautical authorities of each Contracting Party shall, subject to paragraph 2 of this article and to article 8, issue the operating permit forthwith to the designated airline or airlines.

2. Nevertheless, the designated airline or airlines may, before being authorized to operate the agreed services, be called upon to satisfy the aeronautical authorities competent to issue the operating permit that they fulfil the conditions prescribed under the laws and regulations normally applied by those authorities.

Article 3

In operating the agreed services the designated airlines shall pay due regard to their reciprocal interests so as to ensure that such operation shall proceed in an economical, sound and fair manner.

¹ Came into force on 4 May 1954, in accordance with article 17.

² See p. 111 of this volume.

Article 4

Rates shall be fixed at reasonable levels, due regard being paid to economical operation, normal profit and the characteristics of the agreed services. In fixing these rates account shall also be taken of the principles governing international air navigation in the matter.

The rates and time-tables agreed upon between the designated airlines shall first be submitted to the aeronautical authorities of the Contracting Parties for approval. If the airlines are unable to reach agreement, they shall refer the matter to their aeronautical authorities, which shall endeavour to find a solution within thirty days. In the interim, the existing rates and time-tables shall remain in effect.

Article 5

1. Each of the Contracting Parties agrees that the duties and charges imposed on the designated airline or airlines of the other Contracting Party for the use of airports and other technical installations shall not be higher than the duties and charges paid by its national airlines engaged in similar international services.

2. Fuel, lubricating oils, spare parts and regular equipment introduced into the territory of one Contracting Party or on behalf of an airline or airlines designated by the other Contracting Party and intended solely for use by the aircraft of such airline or airlines shall be accorded the treatment granted to national airlines engaged in international services or to the airlines of the most favoured nation, with respect to the imposition of customs duties, inspection fees or other national duties or charges.

3. Aircraft operated on the agreed services by the designated airline or airlines of one Contracting Party, and fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board such aircraft, shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees, or other national duties or charges, even though such supplies be used or consumed on flights over that territory.

4. Articles exempted under paragraph 3 above may be unloaded in the territory of one Contracting Party only with the consent of the customs authorities of that Contracting Party. Between flights they shall be subject to supervision by the said authorities, but this shall not preclude their use for technical purposes.

Article 6

Certificates of airworthiness and licences issued or rendered valid by either Contracting Party shall be recognized as valid by the other Contracting Party

for the purpose of operating the agreed services. Each Contracting Party reserves the right to refuse to recognize for the purpose of flights over its own territory certificates of competency or licences issued to its own nationals by another State.

Article 7

1. The laws and regulations of either Contracting Party concerning the admission to, stay in and departure from its territory of aircraft engaged in international air navigation or the operating of such aircraft on and over that territory shall apply to aircraft of the designated airline or airlines of the other Contracting Party.

2. The laws and regulations of either Contracting Party concerning the admission to, stay in and departure from its territory of crews, passengers, mail and cargo, such as those relating to control formalities, immigration, passports, customs and quarantine, shall apply to the crews, passengers, mail and cargo carried on board the aircraft of the designated airline or airlines of the other Contracting Party while within that territory.

3. Each Contracting State may designate the route to be followed by air services within its territory as well as the airports which may be used by those services.

Article 8

Each Contracting Party reserves the right to withhold an operating permit from the designated airline or airlines of the other Contracting Party or to revoke such permit whenever it has no proof that substantial ownership and effective control of those airlines are vested in one or other of the Contracting Parties or in their nationals or whenever those airlines fail to discharge their obligations under this Agreement.

This right shall be exercised only after consultation with the other Contracting Party unless the suspension is essential for the safety of the passengers or to prevent further infringements of laws or regulations.

Article 9

1. Each Contracting Party undertakes to render assistance in its territory, through its competent services, to aircraft of the other Contracting Party in distress.

2. In the event of an aircraft of either Contracting Party being involved in an accident in the territory of the other Contracting Party resulting in death or serious injury, or serious damage to the aircraft, the Contracting Party in whose territory the accident occurred shall institute an inquiry into the circumstances of the accident. The Contracting Party to which the aircraft belongs

shall be permitted to send observers to attend such an inquiry, subject to the provisions relating to prohibited areas. The Contracting Party conducting the inquiry shall report the result and findings thereof to the other Contracting Party.

Article 10

Every aircraft belonging to the designated airlines of the Contracting Parties and employed on the agreed services shall carry the following documents :

- (a) Certificate of registration ;
- (b) Certificate of airworthiness ;
- (c) Appropriate licences for each member of the crew ;
- (d) Journey log book ;
- (e) Aircraft radio station licence ;
- (f) Passenger list ;
- (g) Manifest and detailed declaration of cargo ; and
- (h) If required, a special permit to carry certain types of cargo by air.

These documents shall be in conformity with those prescribed for purposes of international air navigation.

Article 11

1. Each Contracting Party may at any time request consultations with the other Contracting Party with a view to amending the Agreement in any way which may seem desirable in the light of experience.

2. If either of the Contracting Parties considers it necessary to modify or add to any clauses of the annex, the aeronautical authorities of the two Contracting Parties may make such modification or addition by agreement between themselves. Any modification or addition agreed upon in this way shall enter into force after it has been confirmed by an exchange of diplomatic notes.

3. In a spirit of close collaboration the aeronautical authorities of the Contracting Parties shall consult together from time to time with a view to satisfying themselves that the principles laid down in the Agreement and its annex are being properly applied and carried out.

Article 12

Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or its annex which cannot be settled directly between the two Contracting Parties within the three months following the date of the request for consultation shall be referred for an advisory opinion to an arbitral tribunal which shall be constituted as the result of diplomatic negotiations.

Each of the Contracting Parties shall defray one-half of the costs of the arbitral tribunal.

Article 13

For the purpose of this Agreement and its annex :

1. The term "territory" means the land areas and territorial waters under the sovereignty of the State concerned ;
2. The term "air service" means any scheduled air service performed by an aircraft for the public transport of passengers, mail and cargo ;
3. The term "international air service" means any air service which passes over the territory of more than one State ;
4. The term "airline" means any air transport enterprise offering or operating an international air service ; and
5. The term "aeronautical authority" means :
 - (a) In the case of Turkey, the Ministry of Communications,
 - (b) In the case of Yugoslavia, the Directorate-General of Civil Aviation.

These bodies may be replaced by any other body or person who may hereafter be authorized to assume the functions at present exercised by them.

Article 14

The right to engage in cabotage air traffic shall be reserved exclusively to the national airlines of the Contracting Parties.

Article 15

Either Contracting Party may at any time give notice to the other of its decision to terminate this Agreement. This Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement between the two Contracting Parties before the expiry of this period.

Article 16

The Contracting Parties shall notify the International Civil Aviation Organization of this Agreement, its annex, the Protocol,¹ any contracts connected therewith and any modifications thereof, as well as its termination, in so far as they are bound to do so under their international commitments.

¹ See p. 113 of this volume.

Article 17

This Agreement shall enter into force on the date on which the Contracting Parties notify each other by an exchange of notes that they have completed the formalities for ratification or approval in accordance with their respective constitutional procedures.

IN WITNESS WHEREOF the Plenipotentiaries, duly authorized thereto by their respective Governments, have signed this Agreement.

DONE at Ankara on 16 April 1953 in duplicate in the French language.

For the Government
of the Turkish Republic :
Adnan KURAL

For the Government
of the Federal People's Republic
of Yugoslavia :
Jovan Bozovic

A N N E X

SECTION I

The designated Turkish airline or airlines may operate the following regular air service :

Ankara–Istanbul–Salonica (or Athens)–Skoplje–Belgrade
with an extension in Europe, in both directions.

During the operation of this service, they shall have the right :

(a) To set down in Yugoslav territory, passengers, mail and cargo picked up in Turkish territory or in the territory of any other country ;

(b) To pick up in Yugoslav territory, passengers, mail and cargo destined for Turkish territory or for the territory of any other country.

SECTION II

The designated Yugoslav airline may operate the following regular air service :

Belgrade–Skoplje–Salonica (or Athens)–Istanbul–Ankara
with an extension to Asia in both directions.

During the operation of this service, it shall have the right :

(a) To set down in Turkish territory passengers, mail and cargo picked up in Yugoslav territory or in the territory of any other country, and

(b) To pick up in Turkish territory, passengers, mail and cargo destined for Yugoslav territory or for the territory of any other country.

SECTION III

Not less than fifteen days before their respective services are put into operation the competent aeronautical authorities of the two Contracting Parties shall notify each other of :

The list of air crew designated to operate these services, types and makes of aircraft to be used, time-tables indicating all stops and any other information that may be useful to ensure the regularity and safety of operation of the agreed services.

They shall likewise notify each other of any subsequent changes therein.

Ankara, 16 April 1953

Adnan KURAL

Jovan Bozovic

PROTOCOL

On proceeding to sign the Air Transport Agreement between the Turkish Republic and the Federal People's Republic of Yugoslavia on this day's date,¹ the representatives of the two Contracting Parties agreed as follows :

1. The Contracting Parties, considering that the present development of their airlines may make it necessary in the near future to use the extensions of routes provided for in the first two sections of the annex, have agreed to grant each other, in two years, the right to effect such extensions of route to Europe, on the one hand, and to Asia on the other.

They may, moreover, grant each other this right before the expiry of the said period pursuant to an agreement in the matter.

2. The Contracting Parties reserve for their respective national airlines the right to assume, on a basis of reciprocity, responsibility for ground (handling) services and general representation in the operation of these services.

3. With respect to special flights which are not mentioned in the Agreement, the Contracting Parties shall grant each other the necessary authorization for such flights to or across their territories, with or without stops in those territories.

Aircraft making these flights may make non-traffic stops.

4. It is understood that if at the time when the Turkish airlines begin to operate the services enumerated in the annex, there is a substantial difference

¹ See p. 101 of this volume.

between the price of fuel and lubricating oils in Yugoslavia and the price of such materials in Turkey, an agreement shall be concluded between the competent services of the Contracting Parties with a view to ensuring either price equalization or a method of payment by compensation in kind.

In the case of special flights, this question of prices shall be settled in a similar manner, as soon as possible.

DONE at Ankara, on 16 April 1953 in duplicate in the French language.

For the Government
of the Turkish Republic :
Adnan KURAL

For the Government
of the Federal People's
Republic of Yugoslavia :
Jovan Bozovic