

No. 6711

**TURKEY
and
AFGHANISTAN**

**Air transport Agreement (with annex). Signed at Ankara,
on 8 February 1958**

Official texts: Turkish, Persian and English.

Registered by the International Civil Aviation Organization on 15 May 1963.

**TURQUIE
et
AFGHANISTAN**

**Accord relatif aux transports aériens (avec annexe). Signé
à Ankara, le 8 février 1958**

Textes officiels turc, persan et anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 15 mai 1963.

No. 6711. AIR TRANSPORT AGREEMENT¹ BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF TURKEY
AND THE ROYAL GOVERNMENT OF AFGHANISTAN.
SIGNED AT ANKARA, ON 8 FEBRUARY 1958

The Government of the Republic of Turkey and the Royal Government of Afghanistan (hereinafter described as "The Contracting Parties") having decided to conclude an agreement for the operation of air transport services between their respective territories, have nominated duly authorized representatives for this purpose and these representatives have agreed as follows :

Article I

For the purposes of this agreement :

a) The terms "Air services", "International air services", "Airline" and "Stop for non traffic purposes" shall have the meanings specified in Article 96 of the International Civil Aviation Convention (hereinafter described as "Chicago Convention") signed in Chicago on the seventh day of December 1944.²

b) The term "Territory" means the land areas and the territorial waters adjacent thereto under the sovereignty of a state.

c) The term "Aeronautical authority" means the Ministry of Communications in Turkey and the President of the Afghan Air Authority in Afghanistan, or any persons or bodies authorized to perform these functions.

d) The term "Designated airline" means an airline notified in writing, by one Contracting Party to the other, in accordance with Article III of this Agreement.

Article II

Each Contracting Party grants to the other Contracting Party the rights, specified in this Agreement, for the designated airline to establish and operate international air services on the routes specified in the Annex to this Agreement (hereinafter referred to as the "specified air routes" and the "agreed air services").

¹ Came into force on 17 May 1961, the date of the exchange of the instruments of ratification at Kabul, in accordance with article XIV.

² See footnote 2, p. 22 of this volume.

Article III

1. The agreed air services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom such rights are granted on condition that :

a) The Contracting Party to whom the rights have been granted shall have designated an airline for the specified routes,

b) The air services cannot be inaugurated before the Contracting Party which grants the rights have given the appropriate operating permission to the airline. Operating permission shall, subject to the provisions of Paragraph 2 of this Article and Article IX of this Agreement, be given without delay.

2. The airline designated by one Contracting Party, may be required to satisfy the aeronautical authorities of the other Contracting Party that it shall observe the laws and regulations applied to international air services.

3. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party and still in force, shall normally be recognized as valid by the other Contracting Party for the purpose of operating the agreed air services on the routes specified in the Annex, provided however that each Contracting Party reserves the right to refuse to recognize the certificates and licences given to its own nationals by another state for the purpose of flight over its territory.

4. The laws and regulations of one Contracting Party relating to the entry into or departure from its territory of the aircraft engaged in international air services or to the operation and navigation of such aircraft while within its territory shall also apply to the aircraft of the designated airlines of the other Contracting Party.

5. The laws and regulations of one Contracting Party relating to the entry into, stay at or departure from its territory of passengers, crew or cargo (such as regulations relating to entry, stay, exit, immigration, passport, customs and quarantine) shall be applicable to the passengers, crew and cargo carried by the aircraft of the designated airlines of the other Contracting Party while these aircraft are within the aforementioned territory.

Article IV

The airlines designated by each Contracting Party shall enjoy, while operating the agreed air services, the rights :

a) to fly across the territory of the other Contracting Party,

b) to make stops for non-traffic purposes in that territory,

c) to make stops at the points specified in the Annex to this Agreement for the purposes of setting down and picking up international traffic in passengers, cargo and mail.

Article V

The Contracting Parties agree that :

1. The transport capacity provided by the airlines of the Contracting Parties shall be adopted to traffic demands.
2. The airlines designated by the Contracting Parties shall, in the operation of common routes, take into account their reciprocal interests so as not to affect unduly their respective services.
3. The services specified in the Annex to this Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country to which the airline belongs and the countries of destination of the traffic.
4. The right to embark or disembark, at the points specified in the Annex to this Agreement, international traffic destined for or coming from a third country shall be applied in accordance with the general principles of orderly development to which both Contracting Parties subscribe and should be in such a manner that capacity shall be related :
 - a) to the traffic requirements between the country of origin and the countries of destination,
 - b) to the requirements of economic operation of the agreed air services,
 - c) to the traffic requirements of the area through which the airline passes, after taking into account local and regional services.

Article VI

1. The aeronautical authorities of both Contracting Parties shall exchange information for the satisfactory application of the principles set forth in this Agreement.
2. Each Contracting Party shall cause its designated airline to provide to the aeronautical authorities of the other Contracting Party, in due time and in a satisfactory manner, information relating to :
 - a) the time tables and traffic schedules, modifications thereof, and the capacity they provide on the specified routes,
 - b) the statistical data concerning international passengers, cargo and mail they have carried in transit or from the territory of one Contracting Party to the territory of the other Party, including the origin and destination of the traffic.

Article VII

1. While the agreed air services are being inaugurated, all relevant factors such as the rates, the operation expenses, a reasonable rate of profit, service characteristics

(such as speed and accommodation standards) and also the rates applied by other airlines for any section of the specified route shall be taken into consideration. These rates shall be fixed in accordance with the provisions of this Article.

2. Agreement on the rates shall, whenever possible, be reached by the designated airlines concerned through the rate-fixing machinery of the International Air Transport Association. When this is not possible, rates in respect of the specified routes shall be agreed upon between the designated airlines concerned. In any case the rates shall be subject to the approval of the aeronautical authorities of both Contracting Parties.

3. In the event of disagreement between the designated airlines on the rates to be fixed or in case the aeronautical authorities of either Contracting Party do not approve the rates presented to them, then the aeronautical authorities of both Parties shall endeavor to reach agreement on suitable rates to be charged.

4. Should the Contracting Parties fail to agree in accordance with Paragraph 3 of this Article, the dispute shall be settled in accordance with the provisions of Article XII of this Agreement.

5. No new or modified rates shall be effective unless they are established by committee or arbitrators pursuant to Article XII of this Agreement or approved by the aeronautical authorities of both Contracting Parties. Pending the fixing of the rates in accordance with the provisions of this Article, the rates already established shall prevail.

Article VIII

1. Fuel, lubricants and spare parts brought into the territory of one Contracting Party by or on behalf of the airline designated by the other Contracting Party and intended solely for the use by the latter's aircraft shall be accorded with the same treatment granted to national airlines or to the airlines of the most favoured nation, with respect to customs duties, inspection fees or other national charges.

2. Fuel, lubricants, spare parts, usual equipment and aircraft stores on board the aircraft belonging to the airline of the Contracting Party authorized to operate the air services on the routes specified in the Annex to this Agreement, shall be exempt from customs duties, inspection fees or other similar charges at the entry into or departure from the territory of the other Party even if they are used or consumed during flights over the territory of this Party by the said aircraft.

Article IX

Each Contracting Party reserves the right to refuse the grant operating permission or to withhold the permission it has already granted in case it is not satisfied that

the substantial ownership and effective control of the airline designated by the other Contracting Party are vested in the nationals of the latter Party or in case of failure by the said airline to comply with the laws and regulations of the state over whose territory it operates or in case the designated airline fails to fulfill the obligations imposed on it by this Agreement.

Article X

1. In order to ensure close cooperation on all matters relating to the application of the present Agreement, the aeronautical authorities of both Contracting Parties will consult at the request of either Party.

2. In case one of the Contracting Parties desires to amend the provisions of this Agreement, it may request consultation between the aeronautical authorities of the Contracting Parties on the proposed amendments. Such consultation shall begin within a period of sixty days from the date of the request.

Any modification of the Annex to this Agreement agreed upon by the Aeronautical Authorities of both Contracting Parties shall come into effect when it has been confirmed by an exchange of notes through the diplomatic channels.

3. In the event of the conclusion of a multilateral Convention on air transport to which both Parties adhere, this Agreement shall be modified to conform with the provisions of such multilateral Convention.

Article XI

Either Contracting Party may at any time give notice to the other Party of its desire to terminate this Agreement. One copy of such notice shall be simultaneously communicated to the International Civil Aviation Organization. This Agreement shall terminate one year after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement before the expiration of the said period. In the absence of acknowledgment of receipt of the notice by the other Contracting Party, the said notice shall be deemed to have been received fourteen days after the receipt of the copy of notice by the International Civil Aviation Organization.

Article XII

1. In case any dispute arises between the Contracting Parties relating to the application or interpretation of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation between themselves.

2. If the Contracting Parties fail to reach a settlement by negotiation, the dispute shall be submitted to an arbitral tribunal composed of three arbitrators, one to be designated by each Contracting Party and the third to be designated by the two arbitrators, provided that the third arbitrator shall not be a national of either Party.

Either Contracting Party shall designate an arbitrator within sixty days after the date of the delivery by one Party to the other of a diplomatic note requesting to submit a dispute to an arbitrator's decision and the third arbitrator shall be designated within a period of thirty days following the designation of the two arbitrators. In case either Contracting Party fails to designate an arbitrator within the period of sixty days or in case the third arbitrator is not designated within the specified period of thirty days, either Contracting Party may request the Chairman of the Council of the International Civil Aviation Organization to designate one or more arbitrators as the situation may demand.

3. Each Contracting Party undertakes to comply with any decision given under paragraph 2 of this Article and to share equally the expenses of the arbitral tribunal.

4. If either Contracting Party fails to comply with the provisions of paragraph 3 of this Article, the other Contracting Party shall reserve the right to limit or revoke any rights it has granted under this Agreement.

Article XIII

The Annex of this Agreement shall be deemed to be an integral part of this Agreement and every reference to this Agreement shall also include references to the Annex, except where otherwise expressly provided.

Article XIV

This Agreement is subject to ratification by both Contracting Parties and shall enter into force on the date of the exchange of the instruments of ratification.

The undersigned plenipotentiaries, duly authorized by their respective Governments have signed the present Agreement in Ankara this eighth day of February 1958 in duplicate, in the Turkish, Persian and English languages all texts of which are equally valid.

For the Government
of the Republic of Turkey :

Zeki KUNERALP

Minister Plenipotentiary
Assistant Secretary-General
for Political Affairs

For the Government
of Afghanistan :

Mohamed GULBAHAR

Director General
of Civil Aviation

A N N E X

1. The services to be operated in both directions by the designated Turkish airline :

From Istanbul and/or Ankara over points in Lebanon, Iraq and Iran to Kandahar and/or Kaboul and beyond.

2. The service to be operated in both directions by the designated Afghan airline :

From Kaboul and/or Kandahar over points in Iran, Iraq and Lebanon to Ankara and/or Istanbul and beyond.

3. Points on any of the specified routes may, at the option of the designated airlines be omitted on any of all flights.