

**No. 11690**

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**AUSTRIA  
and  
IRAQ**

**Air Transport Agreement (with annex). Signed at Baghdad  
on 21 November 1970**

*Authentic texts: German, Arabic and English.*

*Registered by the International Civil Aviation Organization on 3 April 1972.*

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**AUTRICHE  
et  
IRAK**

**Accord relatif aux transports aériens (avec annexe). Signé  
à Bagdad le 21 novembre 1970**

*Textes authentiques: allemand, arabe et anglais.*

*Enregistré par l'Organisation de l'aviation civile internationale le 3 avril 1972.*

## AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE AUSTRIAN FEDERAL GOVERNMENT AND THE GOVERNMENT OF THE REPUBLIC OF IRAQ

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The Austrian Federal Government and the Government of the Republic of Iraq, hereinafter referred to as the “Contracting Parties”,

Having ratified the Convention on International Civil Aviation opened for signature at Chicago on the 7th day of December 1944,<sup>2</sup> hereinafter referred to as the “Convention”,

And desiring to conclude an Agreement for the operation of Air Transport services between and beyond their respective territories,

Have accordingly appointed authorized representatives for this purpose, who have agreed as follows:

### *Article I*

#### DEFINITIONS

For the purposes of the present Agreement, unless the context otherwise requires:

1. The term “aeronautical authorities” shall mean, in the case of the Republic of Austria, the Federal Ministry of Communications and of Nationalized Enterprises (Department of Civil Aviation), in the case of the Republic of Iraq, the Ministry of Communications (Directorate General of Civil Aviation), or in both cases any other authority legally empowered to perform the functions presently exercised by the said authorities.

2. The term “designated airline” shall mean an airline that one Contracting Party has designated in writing to the other Contracting Party in accordance with Article III of the present Agreement as being an airline which is to operate international air services on the routes specified in

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<sup>1</sup> Came into force on 4 August 1971, the date laid down in an exchange of diplomatic notes stating that the formalities required by the national legislation of the Contracting Parties had been complied with, in accordance with article XVI.

<sup>2</sup> United Nations, *Treaty Series*, vol. 15, p. 295; for the texts of the Protocols amending this Convention, see vol. 320, pp. 209 and 217; vol. 418, p. 161; vol. 514, p. 209, and vol. 740, p. 21.

the Annex to this Agreement and exercises the rights stated in this Agreement and its Annex.

3. The terms “territory”, “air service”, “international air service” and “stop for non-traffic purposes” shall have the meaning respectively assigned to them in Articles 2 and 96 of the Convention including amendments thereto which have entered into force for both Contracting Parties.

## *Article II*

### TRAFFIC RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing scheduled international air services on the routes specified in the Annex to this Agreement.

Such services and routes are hereinafter called “the agreed services” and “the specified routes” respectively.

The airline designated by each Contracting Party shall enjoy while operating an agreed service on a specified route, the following rights:  
*a)* to fly, without landing, over the territory of the other Contracting Party;

*b)* to make stops in the said territory for non-traffic purposes;

*c)* to make stops in the said territory at the points specified for that route in the Annex to the present Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail.

2. Each Contracting Party grants to the other Contracting Party the right to perform series of non-scheduled Inclusive-Tour flights between the territories of both Contracting Parties.

3. Nothing in paragraph 1 of this Article shall be deemed to confer on the airline of one Contracting Party the privilege of taking up in the territory of the other Contracting Party passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of the other Contracting Party.

4. The Annex to this Agreement shall be deemed to be part of the Agreement and all reference to the “Agreement” shall include reference to the Annex.

*Article III*

## NECESSARY AUTHORIZATIONS

1. The international air services on the routes specified in the Annex to this Agreement may be started at any time, provided:

- a) the Contracting Party to whom the rights specified in the Annex to this Agreement are granted, has designated an airline in writing, and
- b) the Contracting Party granting these rights has authorized the designated airline to inaugurate the air services.

2. The Contracting Party granting these rights shall, subject to the provisions of paragraph 3 of this Article, Article IV and Article IX of the present Agreement, give without delay the said authorization to operate the international air service.

3. Each Contracting Party may require the airline designated by the other Contracting Party to satisfy it that it is qualified to meet the requirements prescribed under the laws and regulations of the first Contracting Party governing the operation of international air traffic.

*Article IV*

## REVOCAION AND SUSPENSION

1. Each Contracting Party reserves the right to withhold, revoke or impose conditions on the permission provided for in Article III of this Agreement with respect to an airline designated by the other Contracting Party in the following circumstances:

- a) in the event of the failure by such airline to qualify before the aeronautical authorities of that Contracting Party under the laws and regulations normally applied by these authorities;
- b) in the event of failure by such airline to comply with the laws and regulations of the Contracting Party granting these rights; or
- c) in any case where it is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in nationals of the Contracting Party.

2. Unless immediate action to withhold or revoke the permission granted to an airline designated by the other Contracting Party is essential to prevent further infringement of the laws and regulations, the right to withhold or revoke such permission shall be exercised only after consultation with the other Contracting Party.

*Article V*

## AIRPORT AND SIMILAR CHARGES

The charges imposed in the territory of either Contracting Party for the use of airports and other aviation facilities by the aircraft of the designated airline of the other Contracting Party shall not be higher than those paid by its national aircraft engaged in similar international air services.

*Article VI*

## EXEMPTION FROM CUSTOMS AND OTHER DUTIES

1. Fuel, lubricating oils, regular aircraft equipment, spare parts and aircraft stores introduced into or taken on the aircraft in the territory of one Contracting Party by, or on behalf of the airline designated by the other Contracting Party and intended solely for use by aircraft of such other Contracting Party, shall be accorded in respect to customs duties, other charges levied on the occasion of the importation, exportation or transit of goods, inspection fees and special consumption charges, treatment not less favourable than that granted to other airlines engaged in similar international air services.

2. Aircraft of the designated airline of one Contracting Party, fuel, lubricating oils, regular aircraft equipment, spare parts and stores retained on board such aircraft shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees or similar duties or charges, even though such supplies are used or consumed by or on such aircraft on flights in that territory. If these materials are unloaded in the territory of the other Contracting Party, then the unloaded materials shall be subject to the respective customs laws.

*Article VII*

## REGULATIONS OF CAPACITY

1. There shall be fair and equal opportunity for the designated airline of each Contracting Party to operate air services on any route speci-

fied in accordance with paragraph 1 of Article II of the present Agreement.

2. In the operation of international air services on the routes specified in accordance with paragraph 1 of Article II of the present Agreement, the designated airline of either Contracting Party shall take account of the interests of the designated airline of the other Contracting Party so as not to affect unduly the air services which the latter airline operates over the same routes or parts thereof.

3. The international air services on the routes specified in accordance with paragraph 1 of Article II of the present Agreement should have as their primary objective the provision of capacity adequate to the foreseeable traffic demands to and from the territory of the Contracting Party designating the airline. The right of such airline to carry traffic between points of a route specified in accordance with paragraph 1 of Article II of the present Agreement which are located in the territory of the other Contracting Party, and points in third countries shall be exercised, in the interests of an orderly development of international air transport, in such a way that capacity is related to:

- a) the traffic demand to and from the territory of the Contracting Party designating the airline;
- b) the traffic demand existing in the areas through which the air services pass, taking account of local and regional air services;
- c) the requirements of an economical operation of through traffic routes.

4. The capacity, the frequency of services on the specified air routes and the timetables concerned as well as the traffic volume of non-scheduled Inclusive-Tour flights in accordance with paragraph 2 of Article II shall be agreed upon between the designated airlines of both Contracting Parties and duly submitted for approval to the aeronautical authorities.

### *Article VIII*

#### COMMUNICATIONS

1. The designated airlines shall communicate to the aeronautical authorities of both Contracting Parties not later than thirty days prior to the inauguration of air services on the routes specified in accordance with paragraph 1 of Article II of the present Agreement the type of service, the

types of aircraft to be used and the flight schedules. This shall likewise apply to later changes.

2. The aeronautical authorities of either Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party at their request such periodic or other statistical data of the designated airlines as may be reasonably required.

### *Article IX*

#### TRANSPORT TARIFFS

In fixing rates to be charged for passengers and freight on the routes specified in accordance with paragraph 1 of Article II of the present Agreement, account shall be taken of all factors, such as cost of operation, reasonable profit, the characteristics of the various routes and if deemed possible the rates charged by any other airlines which operate over the same routes or parts thereof. In fixing such rates, the provisions of the following paragraphs should be observed :

1. The rates shall, if possible, be agreed for each route between the designated airlines concerned. For this purpose the designated airlines shall be guided by such decisions as are applicable under the traffic conference procedures of the International Air Transport Association (IATA), or shall agree on such rates directly between themselves after consulting, if deemed possible, with airlines of third countries which operate over the same routes or parts thereof.

2. Any rates so agreed shall be submitted for approval to the aeronautical authorities of both Contracting Parties at least thirty days prior to the proposed date of their introduction. This period may be reduced in special cases if the aeronautical authorities so agree.

3. If no agreement has been reached between the designated airlines in accordance with paragraph 1 above, or if one of the Contracting Parties does not consent to the rates submitted for its approval in accordance with paragraph 2 above the aeronautical authorities of the two Contracting Parties should by common accord fix those rates for routes or parts thereof on which there is disagreement or lack of consent.

4. If no accord as envisaged in paragraph 3 of this Article is reached between the aeronautical authorities of the two Contracting Parties the provisions of Article XIII of the present Agreement shall apply.

Until such time, as an arbitral award is rendered, the Contracting Party which has withheld its consent to a given rate, shall be entitled to require the other Contracting Party to maintain the rate previously in effect.

5. The aeronautical authorities of each Contracting Party shall use their best efforts to insure that the rates charged and collected conform to the rates filed with either Contracting Party, and that no airline rebates any portion of such rates, by any means other than those according with IATA-regulations.

6. Unless otherwise agreed between the Contracting Parties and subject to the laws and regulations of foreign exchange of both Contracting Parties, each Contracting Party undertakes to use its best efforts to insure that any rate specified in terms of the national currency of one of the Contracting Parties will be established in an amount which reflects the effective exchange rate (including fees or other charges) at which the airlines of both Contracting Parties can convert and remit the revenues from their transport operations into the national currency of the other Contracting Party.

#### *Article X*

#### ADAPTION TO MULTILATERAL CONVENTIONS

If a general multilateral convention on traffic rights for scheduled international air services comes into force in respect of both Contracting Parties, the present Agreement shall be amended so as to conform with the provisions of such convention at the request of either Contracting Party.

#### *Article XI*

#### CONSULTATIONS

Exchange of views shall take place as needed between the aeronautical authorities of the two Contracting Parties in order to achieve close cooperation and agreement in all matters pertaining to the application and interpretation of the present Agreement.

#### *Article XII*

#### MODIFICATIONS

1. Either Contracting Party may at any time request consultations on questions concerning the interpretation, application or amendment of this Agreement and the Annex. Such consultations shall begin within a



period of sixty days from the date the other Contracting Party receives the request.

2. Amendments of this Agreement and the Annex will come into force in accordance with the domestic laws and procedures of each Contracting Party on the thirtieth day after the date of an exchange of diplomatic notes.

### *Article XIII*

#### SETTLEMENT OF DISPUTES

1. Without prejudice to Article XIV of this Agreement, if any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place, endeavour to settle it by direct negotiation.

2. If the Contracting Parties fail to reach a settlement by direct negotiation within ninety days;

- a) They may agree to refer the dispute for decision to an arbitral tribunal appointed by agreement between them or to some other person or body, or
- b) If they do not agree or, if, having agreed to refer the dispute to an arbitral tribunal, they cannot reach agreement as to its composition within thirty days, either Contracting Party may submit the dispute for decision to the Council of the International Civil Aviation Organization.

3. Either Contracting Party may request the arbitral tribunal or the Council of the International Civil Aviation Organization, as the case may be, to indicate within thirty days of such request provisional measures which ought to be taken to preserve the respective rights of both Contracting Parties.

4. The Contracting Parties shall use their best efforts consistent with national law to put into effect any decision or award of the arbitral tribunal.

5. If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with any provisional measures or a final decision given under paragraphs 2 and 3 of this Article the other Contracting Party may limit, withhold or revoke any rights which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline of that Contracting Party or to the designated airline in default.

*Article XIV*

## TERMINATION

Either Contracting Party may at any time give notice to the other Contracting Party if it desires to terminate this Agreement. Such notice shall be simultaneously communicated to the Council of the International Civil Aviation Organization. If such notice is given, this 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 acknowledgement 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 Council of the International Civil Aviation Organization.

*Article XV*

## REGISTRATION

This Agreement and all amendments thereto shall be registered with the Council of the International Civil Aviation Organization.

*Article XVI*

## COMING INTO FORCE

This Agreement shall enter into force on the date to be laid down in an exchange of diplomatic notes stating that the formalities required by the national legislation of the Contracting Parties have been complied with.

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

DONE in original duplicate at Baghdad on this day, the 21st day of November 1970 of the Christian Era, corresponding to the 23rd day

of Ramadan of the year 1390 Hijra, in the German, Arabic and English languages; in case of dispute the English text will prevail.

For the Austrian Federal Government:

Dr. NORBERT LINHART

Ambassador Extraordinary and Plenipotentiary  
of the Republic of Austria in Iraq

For the Government of the Republic of Iraq:

Dr. MOHAMMAD SALEH AL-BAYATI

Director General of Civil Aviation

## ANNEX

TO THE AIR TRANSPORT AGREEMENT BETWEEN THE AUSTRIAN FEDERAL GOVERNMENT  
AND THE GOVERNMENT OF THE REPUBLIC OF IRAQ

1. The airline designated by the Austrian Federal Government is entitled to operate the following route in both directions:

Vienna – Athens or Istanbul – Baghdad – Bahrain – Teheran or  
Abadan – Karachi – Delhi.

2. The airline designated by the Government of the Republic of Iraq is entitled to operate the following route in both directions:

Baghdad – Damascus or Beirut – Istanbul – Vienna – Frankfurt –  
Amsterdam – London.

3. The designated airlines may omit one or more of the points on the routes specified in this Annex on one or several or all flights.

4. This Annex shall remain valid for eighteen months after the Agreement has come into force and shall be renewed automatically unless either Contracting Party requests the amendment of this Annex six months prior to the expiry of the first-mentioned period.