

No. 11834

**CYPRUS
and
GERMAN DEMOCRATIC REPUBLIC**

**Agreement relating to the establishment of scheduled air services
(with annex). Signed at Nicosia on 5 April 1971**

Authentic text : English.

Registered by the International Civil Aviation Organization on 7 June 1972.

**CHYPRE
et
RÉPUBLIQUE DÉMOCRATIQUE ALLEMANDE**

**Accord relatif à l'établissement de services aériens réguliers (avec
annexe). Signé à Nicosie le 5 avril 1971**

Texte authentique : anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 7 juin 1972.

AGREEMENT¹ RELATING TO THE ESTABLISHMENT OF
SCHEDULED AIR SERVICES BETWEEN THE REPUBLIC
OF CYPRUS AND THE GERMAN DEMOCRATIC RE-
PUBLIC

The Ministry of Communications and Works of the Republic of Cyprus and the Ministry of Transport of the German Democratic Republic, acting on behalf of their Governments, hereinafter referred to as the Contracting Parties, desiring to develop and strengthen the mutual relations in the field of civil aviation, have agreed as follows :

Article 1

1. For the purpose of the present Agreement and the Annex thereto the following terms shall mean :

(a) “ Aeronautical authorities ”

i. In the case of the Government of the Republic of Cyprus : the Department of Civil Aviation of the Ministry of Communications and Works or any person or body authorized by the Government of the Republic of Cyprus to perform any functions exercised by the said Department.

ii. In the case of the Government of the German Democratic Republic : the Chief Administration of Civil Aviation of the Ministry of Transport or any person or body authorized by the Government of the German Democratic Republic to perform any functions exercised by the said Chief Administration.

(b) “ Territory ”

In relation to the Republic of Cyprus and the German Democratic Republic, respectively, means the land areas, territorial waters adjacent thereto, and the airspace above them.

(c) “ International air service ”

Any air service performed by aircraft for the public transport of passengers, mail and cargo and passing through the airspace over the territory of more than one country.

¹ Came into force provisionally on 5 April 1971, the date of signature, and definitively on 13 March 1972, the date by which both Contracting Parties had stated that their respective formalities had been accomplished, in accordance with article 18.

(d) “ Designated airline ”

The air transport enterprise which either Contracting Party has notified in writing to the other Contracting Party as the airline to operate the agreed air services, and perform the rights granted by the other Contracting Party, in accordance with this Agreement.

(e) “ Specified routes ”

Air routes specified in the Annex to this Agreement.

(f) “ Agreed services ”

The air services operated on the specified routes, as prescribed in the Annex to the present Agreement.

2. The Annex to this Agreement shall be deemed to be part of the Agreement and all references to the Agreement shall include reference to the Annex, except where otherwise expressly provided.

Article 2

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

2. The designated airlines shall take into consideration their mutual interests on the common routes operated by them so as not to affect unduly their respective services.

3. There shall be fair and equal opportunity for the designated airlines to operate the agreed services.

4. The designated airline of one Contracting Party shall not be entitled to take up, in the territory of the other Contracting Party, passengers, mail and cargo carried for remuneration or any other fee and destined for another point in the territory of that other Contracting Party.

Article 3

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline for the purpose of operating the agreed services on the specified routes.

2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this article, grant without delay to the designated airline the appropriate operating authorization.

3. The aeronautical authorities of one Contracting Party, before granting the authorization referred to in paragraph 2 of this article, may require the airline designated by the other Contracting Party to prove that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities.

4. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph 2 of this article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in the Annex thereto, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in physical or legal persons of this Contracting Party.

5. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services in accordance with the provisions of the present Agreement, provided that a tariff established in accordance with the provisions of article 6 of the present Agreement is in force in respect of those services.

6. Each Contracting Party shall have the right to withdraw, by written notification to the other Contracting Party, the designation of an airline and to designate another airline.

Article 4

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in the Annex to the present Agreement by the airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights :

- (a) in any 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 physical or legal persons of such Contracting Party, or
- (b) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights, or
- (c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement and the Annex thereto.

2. Unless immediate revocation, suspension or imposition of conditions is necessary to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

Article 5

1. Each Contracting Party shall cause its designated airline to submit for approval to the aeronautical authorities of the other Contracting Party one month prior to the inauguration of services specified in the Annex to the present Agreement the complete timetable, the frequencies and aircraft type to be used as well as any other relevant information concerning the operation of these

agreed services. Any subsequent changes shall have to be communicated by the designated airlines to the aeronautical authorities by giving, in principle, the same prior notice.

2. The designated airline of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, on request, the data for the determination of the traffic related to the agreed services, as usually exchanged in international air transport.

Article 6

1. The tariffs to be charged by the airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors including costs of operation, reasonable profit and the tariffs of other airlines.

2. The tariffs referred to in paragraph 1 of this article shall be agreed by the designated airlines concerned of both Contracting Parties. If the designated airlines cannot agree on any of these tariffs, the aeronautical authorities of the Contracting Parties shall try to determine the tariffs by agreement between themselves. In determining these tariffs the aeronautical authorities of both Contracting Parties shall use the applicable international criteria to this end.

3. The tariffs agreed between the designated airlines shall be submitted by them for approval to their respective aeronautical authorities, at least thirty days before the proposed date of their introduction; in special cases, this time limit may be reduced, subject to agreement by the said authorities.

4. The aeronautical authorities of either Contracting Party shall communicate directly to the aeronautical authorities of the other Contracting Party their approval or any eventual disapproval of the proposed tariffs as much in advance as practicable and, if possible, at least fifteen days before the proposed date of introduction of such tariffs. Any eventual disagreement thereon shall be settled in accordance with the provisions of paragraph 2 of article 15 of the present Agreement.

Article 7

1. No taxes or other direct dues shall be imposed on any revenues achieved by the designated airline of one Contracting Party in the territory of the other Contracting Party by operating the agreed services on the specified routes.

2. This provision, however, will not exempt from income taxes the income of the technical and commercial staff of the designated airlines while stationed on the territory of the other Contracting Party.

Article 8

Either Contracting Party undertakes to grant the other Party free transfer, at the official rate of exchange, of the excess of receipts over expenditure achieved on its territory in connection with the carriage of passengers, baggage, mail shipments and cargo by the designated airline of the other Party, unless otherwise agreed upon in the Trade and Payments Agreement.

Article 9

Taxes and other charges for the use of airports, their installations and technical equipment on the territory of one Contracting Party shall be levied in accordance with the official level of tariffs established by the laws and regulations of this Contracting Party, which are uniformly applied to all foreign operators.

Article 10

1. Aircraft operated on the agreed services as well as fuel and lubricants, spare parts, regular equipment and stores on board such aircraft shall be exempt from import and export duties and other duties and taxes on arriving in and departing from the territory of the other Contracting Party, even when the above-mentioned supplies are used or consumed during the above flight over the said territory.

2. Fuel and lubricants necessary to supply the aircraft operated on the agreed services of the designated airline of either Contracting Party, taken on board, in the territory of the other Contracting Party, shall be exempt from customs duties and other national and local taxes.

3. Fuel and lubricants, spare parts, regular equipment and aircraft provisions introduced into and/or deposited on the territory of one Contracting Party for consumption and use by the aircraft of the airline of the other Contracting Party with a view to ensuring the performance of the agreed services shall be exempt from import and export duties and other duties and taxes on arriving in or departing from the territory of the other Contracting Party. The above-mentioned spare parts, regular equipment and provisions shall be used within the limited area of the airport concerned, for the handling of aircraft, passengers and cargo. However, in the case of a forced landing or landing on an alternate aerodrome, the above-mentioned supplies shall be transferred to the point in which the aircraft is.

4. The supplies and objects mentioned in the present article, while being on the territory of the other Contracting Party shall be kept under customs supervision.

Article 11

1. Every aircraft used by the designated airlines and engaged on the agreed services shall bear its appropriate nationality and registration marks, and shall carry the following documents :

- (a) its certificate of registration;
- (b) its certificate of airworthiness;
- (c) the appropriate licences or certificates for each member of the crew;
- (d) its journey log book or any other equivalent document;
- (e) its aircraft radio station licence;
- (f) its passenger list;
- (g) if it carries cargo, a cargo manifest containing detailed declaration of the cargo and final destination thereof;
- (h) if it carries special categories of cargo, the necessary permits for this purpose.

2. The aeronautical authorities of each Contracting Party may specify additional aircraft documents to be carried on board the aircraft of the other Contracting Party engaged in international services after relevant notification to the aeronautical authorities of that other Contracting Party.

Article 12

1. The laws and regulations of either Contracting Party relating to the entry into, stay in and departure from its territory of aircraft engaged in international air navigation or in the operation, navigation and conduct of flight of these aircraft while in its territory shall equally apply to the aircraft of the designated airline of the other Contracting Party. The regulations and procedures relating to the security and conduct of flights, applied by one Contracting Party to the aircraft of the other Party, shall conform with those uniformly applied to its own aircraft and to the international air transport in general, and shall not substantially differ from the principles and practices of international conventions applicable to the international civil aviation.

2. Passengers, crew and consignors as well as any third person acting in the name and on behalf of consignors shall have to conform with the laws and regulations governing on the territory of either Contracting Party, the entry, stay and departure of passengers, crew and cargo. The above shall apply particularly to the provisions relating to the import, export, immigration, customs, sanitary and exchange regulations.

Article 13

1. Each Contracting Party undertakes the obligation to facilitate and help the aircraft of the other Contracting Party in case of emergency or accident in its territory and, in so far as this is possible, in its Flight Information Region. Such assistance should be offered by either Contracting Party to the aircraft of the other Contracting Party in the same way and extent as it is offered to its own aircraft.

2. In case of accident, emergency, forced landing, damage or crash occurred to an aircraft of one Contracting Party in the territory of the other Contracting Party, the second Contracting Party shall :

- (a) render all possible assistance to the said aircraft;
- (b) inform immediately the other Contracting Party about the incident;
- (c) take immediately all possible measures in order to assist the crew and passengers who were involved in the accident;
- (d) protect the mail, baggage and cargo carried on board the aircraft;
- (e) preserve all the remaining wreckage and traces of the crashed aircraft as well as all documentation on board the aircraft and all relevant documentation connected with the flight.

3. The Contracting Party in whose territory the accident occurred shall take the proper action for any investigation on the circumstances and causes of the accident, and on the request of the other Contracting Party shall allow the representatives of this other Contracting Party free entrance in its territory in order to be present as observers on the investigation of the accident.

4. The Contracting Party on carrying out the inquiry shall communicate the results thereof to the other Contracting Party and on request the first Contracting Party shall furnish copies of all documents in connection with the accident. These copies shall contain all documents and data required, pursuant to the laws and regulations for international flights in the territory of the Contracting Party performing the investigation.

Article 14

1. The designated airlines of the Contracting Parties are entitled to maintain on the territory of the other Contracting Party their own representation together with technical and commercial staff in the interest of the performance of the contracted air services. The aeronautical authorities of both Contracting Parties shall render all possible assistance to this representation in performing its duties.

2. The staff shall consist of nationals of either one or both Contracting Parties and shall come under the laws and regulations of the country of residence.

Article 15

1. In a spirit of close cooperation the aeronautical authorities of both Contracting Parties shall consult each other from time to time with a view to ensuring the implementation and satisfactory fulfillment of the principles set forth in the present Agreement and the Annex thereto.

2. Any dispute relating to the interpretation or application of the present Agreement or its Annex shall be settled by direct negotiations between the aeronautical authorities of the two Contracting Parties; if the said authorities fail to reach an agreement, the dispute shall be settled by the two Contracting Parties.

Article 16

1. If either of the Contracting Parties considers it desirable to modify any provisions of the present Agreement, it may request consultation with the other Contracting Party.

2. Modifications to the Annex of this Agreement may be made by direct agreement between the aeronautical authorities of the Contracting Parties.

Article 17

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement. In such case the Agreement shall terminate twelve (12) 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.

Article 18

The present Agreement shall be provisionally applicable from the date of its signature and shall come into force at a date when both Contracting Parties will have stated that the formalities required by each Contracting Party have been accomplished.

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

DONE at Nicosia on the 5th April, 1971, in two originals in the English language.

On behalf of the
Government of the Republic
of Cyprus :
P. KAZAMIAS
for Minister of Communications
and Works

On behalf of the
Government of the German
Democratic Republic :
V. WINKLER
for Minister of Transport

ANNEX

SCHEDULE I

1. Routes to be operated by the designated airline of the German Democratic Republic—
 - i. Points in the German Democratic Republic – Nicosia, in both directions.
 - ii. Points in the German Democratic Republic – Vienna – Budapest – Belgrade – Dubrovnik – Nicosia – Beirut – Damascus – Baghdad and points beyond, in both directions.
2. The designated airline of the German Democratic Republic may operate up to two services a week on each of the above routes, exercising third and fourth freedom rights between Berlin and Nicosia.
3. Stopover facilities will be exercised by the designated airline of the German Democratic Republic on the sectors Nicosia – Damascus and Nicosia – Baghdad in both directions, with a maximum stay at Nicosia of 30 days.
4. No fifth freedom rights will be exercised between any points of the route in paragraph 1 (ii) above by the designated airline of the German Democratic Republic.
5. The designated airline of the German Democratic Republic may on any or on all flights omit calling at any of the above points.

SCHEDULE II

1. The routes to be operated by the designated airline of the Republic of Cyprus will be agreed upon later and on a reciprocal basis.
2. Any point or points on the routes to be agreed upon may, at the option of the designated airline of the Republic of Cyprus, be omitted on any or on all flights.

SCHEDULE III

The airline designated by each Contracting Party shall enjoy the following rights in the territory of the other Contracting Party :

- (a) to fly without landing across the said territory;
 - (b) to make stops for non-traffic purposes.
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