

No. 15098

**AUSTRIA
and
TURKEY**

**Air Transport Agreement (with annex). Signed at Vienna on
31 October 1967**

Authentic text: English.

*Registered by the International Civil Aviation Organization on 8 November
1976.*

**AUTRICHE
et
TURQUIE**

**Accord relatif aux transports aériens (avec annexe). Signé à
Vienne le 31 octobre 1967**

Texte authentique: anglais.

*Enregistré par l'Organisation de l'aviation civile internationale le
8 novembre 1976*

AIR TRANSPORT AGREEMENT¹ BETWEEN THE AUSTRIAN FEDERAL GOVERNMENT AND THE GOVERNMENT OF THE REPUBLIC OF TURKEY

The Austrian Federal Government and the Government of the Republic of Turkey,

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944,²

Desiring to conclude an agreement for the purpose of establishing air services between and beyond their respective territories,

Have agreed as follows:

Article 1. DEFINITIONS

For the purpose of the present Agreement and the Annex thereto, unless the context otherwise requires:

(a) the term “the Convention” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944;

(b) the term “aeronautical authorities” means in the case of the Republic of Austria, the Federal Ministry of Communications and of Nationalized Enterprises or any other authority legally empowered to perform the functions presently exercised by the said Ministry, and in the case of the Republic of Turkey, the Ministry of Communications and any person or body authorized to perform any functions exercised by the said Ministry;

(c) the term “designated airline” means an airline which has been designated and authorized in accordance with Article 3 of the present Agreement;

(d) the term “territory” has the meaning specified in Article 2 of the Convention;

(e) the terms “air service”, “international air service”, “airline” and “stop for non-traffic purposes” have the meanings specified in Article 96 of the Convention.

Article 2. 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 the present Agreement. Such services and routes are hereafter called “the agreed services” and “the specified routes” respectively. The airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:

(a) to fly without landing across the territory of the other Contracting Party;

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

¹ Came into force on 20 December 1974, date of the exchange of diplomatic notes to the effect that the Contracting Parties had complied with their constitutional requirements, in accordance with article 17.

² 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; vol. 740, p. 21; vol. 893, p. 117, and vol. 958, p. 217.

(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 up international traffic in passengers, cargo and mail.

2. Nothing in paragraph 1 of this Article shall be deemed to confer on the airlines 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 that other Contracting Party.

Article 3. NECESSARY AUTHORIZATIONS

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines 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 paragraph 3 and 4 of this Article, without delay grant to the airline or airlines designated the appropriate operating authorizations.

3. 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 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 authorizations 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 Article 2, in any case where the said Contracting Party is not satisfied that the substantial ownership and the effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

5. When an airline has been so designated and authorized in accordance with the provisions of the present Agreement, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 9 of the present Agreement is in force in respect of that service.

Article 4. REVOCATION AND SUSPENSION

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of the present Agreement by an 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 nationals 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.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further

infringements of laws and regulations, such right shall be exercised only after consultation with the other Contracting Party.

Article 5. EXEMPTION FROM CUSTOMS AND OTHER DUTIES

1. Aircraft operated on international services by the designated airlines of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

2. There shall also be exempt from the same duties and taxes, with the exception of charges corresponding to the service performed:

- (a) aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board aircraft engaged in an international service of the other Contracting Party;
- (b) spare parts entered into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airlines of the other Contracting Party;
- (c) fuel and lubricants destined to supply aircraft operated on international services by the designated airlines of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

Materials referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under customs supervision or control.

Article 6. STORAGE OF AIRBORNE EQUIPMENT AND SUPPLIES

The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of such territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

Article 7. DIRECT TRANSIT TRAFFIC

Passengers in transit across the territory of either Contracting Party shall be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 8. CAPACITY PROVISIONS

1. There shall be fair and equal opportunity for the 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 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 the Contracting Parties shall bear a 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 capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating from or destined for the territory of the Contracting Party which has designated the airline. The two Contracting Parties shall have the primary right for the carriage of traffic between their respective territories.

4. The right of the designated airline of either Contracting Party to carry traffic between points in the territory of the other Contracting Party and points in the territory of third countries on the specified routes shall be exercised in accordance with the general principles that capacity shall be related to:

- (a) the traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- (b) the traffic requirements of the area through which the airline passes, after taking account of other transport services established by airlines of the States comprising the area; and
- (c) the requirements of through airline operations.

Any privileges to be granted under this paragraph shall finally be determined by the competent aeronautical authorities of the Contracting Parties.

5. The designated airline of either Contracting Party shall submit its flight schedules including the type of equipment for approval to the aeronautical authorities of the other Contracting Party not later than thirty (30) days prior to the commencement of services on the specified routes.

6. Before the submission of the flight schedules by the designated airline of either Contracting Party to the aeronautical authorities of the other Contracting Party, the airlines concerned of both Contracting Parties shall agree between themselves on the capacity to be provided and the frequency of the services to be operated as well as the timetables concerned. The aeronautical authorities receiving such flight schedules may approve or disapprove them or suggest any modifications thereon. In case of failure to reach an agreement between the airlines concerned, the aeronautical authorities of both Contracting Parties shall act in accordance with the provisions of paragraph 1 of Article 11.

In any case, the services to be operated on the specified routes by the designated airline of either Contracting Party may not be inaugurated or changed before the approval by the aeronautical authorities of the other Contracting Party.

Article 9. TARIFFS

1. The tariffs to be charged by the airlines 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 cost of operation, reasonable profit, and the tariffs of other airlines.

2. The tariffs referred to in paragraph 1 of this Article shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties, 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.

3. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least thirty (30) days before the proposed date of their introduction; in special cases, this time limit may be reduced subject to the agreement of the said authorities.

4. If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be fixed in accordance with the provisions of paragraph 2 of this Article, or if during the first fifteen (15) days of the thirty (30) days' period referred to in paragraph 3 of this Article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff agreed in accordance with the provisions of paragraph 2 of this Article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

5. If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph 3 of this Article and on the determination of any tariff under paragraph 4, the dispute shall be settled in accordance with the provisions of Article 15 of the present Agreement.

6. Subject to the provisions of paragraph 3 of this Article, no tariff shall come into force if the aeronautical authorities of either Contracting Party have not approved it.

7. The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

Article 10. FINANCIAL PROVISIONS

Either Contracting Party undertakes to grant, in accordance with its national exchange regulations, 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 freight by the designated airline of the other Contracting Party. Whenever the payments system between the Contracting Parties is governed by a special agreement, this agreement shall apply.

Article 11. CONSULTATIONS AND STATISTICS

1. In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the Annex thereto.

2. The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services.

Article 12. MODIFICATIONS

1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, it may request consultation with the other Contracting Party; such consultation shall begin within a period of sixty (60) days of the date of the request.

2. Modifications to the present Agreement, other than those pertaining to the Annex, will come into force in the same manner as this Agreement comes into force.

3. Modifications to the Annex may be agreed upon between the competent aeronautical authorities of the Contracting Parties. Such modifications will come into force after approval in accordance with the domestic laws and procedures of each Contracting Party on the date of the exchange of diplomatic notes.

Article 13. CONFORMITY WITH MULTILATERAL CONVENTIONS

The present Agreement and its Annex will be amended so as to conform with any multilateral convention which may become binding on both Contracting Parties.

Article 14. TERMINATION

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. 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. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article 15. SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement and the Annex thereto, the Contracting Parties shall in the first place endeavour to settle it by negotiation.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body, or the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as president of the arbitral tribunal.

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

4. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Contracting Parties.

Article 16. REGISTRATIONS

The present Agreement shall be registered with the International Civil Aviation Organization.

Article 17. COMING INTO FORCE

The present Agreement and the Annex thereto shall come into force after compliance by each Contracting Party with the constitutional requirements on the date of the exchange of diplomatic notes to this effect.

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

DONE at Vienna, this 31st day of October one thousand nine hundred sixty-seven in duplicate in the English language.

For the Austrian Federal Government:

TONČIĆ

For the Government of the Republic of Turkey:

ISTINYELI

ANNEX

1. *a)* The airline or airlines designated by the Austrian Federal Government shall be entitled to operate air services in both directions:

From points in Austria via intermediate points to Istanbul and/or Ankara and to points beyond.

b) The right to put down and to take up in the territory of the other Contracting Party traffic embarked in or destined for the territories of third countries is limited to the route:

Points in Austria to Istanbul and/or Ankara and beyond to Beirut, Teheran and a third point, provided that the traffic between Ankara and Beirut is excluded from this right.

2. *a)* The airline or airlines designated by the Government of the Republic of Turkey shall be entitled to operate air services in both directions:

From points in Turkey via intermediate points to Vienna and/or a second point in Austria and to points beyond.

b) The right to put down and to take up in the territory of the other Contracting Party traffic embarked in or destined for the territories of third countries is limited to the route:

Points in Turkey to Vienna and/or a second point in Austria and beyond to Frankfurt, Brussels and Amsterdam.

3. The third point as quoted in paragraph 1 (*b*) and the second point as quoted in paragraphs 2 (*a*) and (*b*) above shall be determined by mutual consent between the aeronautical authorities of both Contracting Parties.

4. Points on any of the above mentioned routes may, at the option of the designated airline concerned, be omitted on any or all flights provided that such service shall have its starting point in the territory of the Contracting Party designating the airline.

5. The rights agreed upon in paragraphs 1 (*b*) and 2 (*b*) above may be extended to other points by mutual consent of the aeronautical authorities of both Contracting Parties subject to the provisions of the present Agreement.

6. *a*) The airline or airlines designated by the Austrian Federal Government shall not transport international traffic in passengers, cargo and mail as follows on either of their services between Istanbul and Ankara in both directions:

- Traffic put down at Istanbul (or Ankara) by another service of the same airline or by a service of any other airline,
- Traffic to be transferred at Istanbul (or Ankara) to another service of the same airline or a service of any other airline.

b) The airline or airlines designated by the Government of the Republic of Turkey shall not transport international traffic in passengers, cargo and mail as follows on either of their services between Vienna and the second point in Austria in both directions:

- Traffic put down at Vienna (or the second point in Austria) by another service of the same airline or by a service of any other airline,
 - Traffic to be transferred at Vienna (or the second point in Austria) to another service of the same airline or a service of any other airline.
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