

No. 24096

**AUSTRIA
and
EGYPT**

**Air Transport Agreement (with annex). Signed at Vienna on
21 December 1970**

Authentic text: English.

Registered by Austria on 9 May 1986.

**AUTRICHE
et
ÉGYPTE**

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

Texte authentique : anglais.

Enregistré par l'Autriche le 9 mai 1986.

AIR TRANSPORT AGREEMENT¹ BETWEEN THE AUSTRIAN FEDERAL GOVERNMENT AND THE GOVERNMENT OF THE UNITED ARAB REPUBLIC

The Austrian Federal Government and the Government of the United Arab Republic hereinafter described as the “Contracting Parties”,

Both States being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the 7th day of December 1944² (hereinafter referred to as the “Convention”),

Desiring to conclude an Agreement for the purpose of regulating and promoting scheduled Air Services between their respective territories and beyond,

Have agreed as follows:

Article 1. DEFINITIONS

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

a) The term “Convention” means the Convention on International Civil Aviation opened for signature at Chicago on the 7th day of December 1944 and includes any Annex adopted under article 90 of that Convention and any amendments of the Annexes or the Convention under articles 90 and 94 thereof;

b) The term “Aeronautical Authorities” means, in the case of the United Arab Republic the President of Civil Aviation Organisation, Ministry of Transport, and in the case of Austria the Federal Minister of Communications or in both cases any person or body empowered to perform the functions presently exercised by the said authorities;

c) The term “Designated Airlines” means the airline or airlines that one Contracting Party has designated in writing to the other Contracting Party in accordance with article 3 of this Agreement as being the airline or airlines which are to operate the international air service on the routes specified in the Annex to the present Agreement;

d) The terms “territory”, “air services”, “international air services” and “stop for non-traffic purposes” shall have the meanings respectively assigned to them in articles 2 and 96 of the Convention.

Article 2. TRAFFIC RIGHTS

1. Each Contracting Party shall grant to the other Contracting Party for the purpose of operating international air services (hereinafter referred to as the “agreed services”) by the designated airlines on the routes specified in the Annex to this Agreement (hereinafter referred to as the “specified air routes”) the right of putting down and taking on, in the territory of the other Contracting Party

¹ Came into force on 17 December 1972 by an exchange of notes, in accordance with article 17(1).

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; vol. 958, p. 217; vol. 1008, p. 213, and vol. 1175, p. 297.

passengers, cargo and mail originating in or destined for the territory of the other Contracting Party or of a third country.

2. Subject to the provisions of the present Agreement, any of the specified air routes may be operated in whole or in part at the option of the Contracting Party to whom the rights are granted.

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 paragraphs 3 and 4 of this article, without undue delay grant to the designated airline or airlines 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, provided that such laws and regulations do not conflict with the provisions of the Convention.

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 article 2 of the present Agreement, 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 its nationals.

5. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of article 8 of the present Agreement is in force in respect of these services.

Article 4. CAPACITY REGULATIONS

1. There shall be a fair and equal opportunity for the designated airlines of both Contracting Parties to operate on the specified air routes between their respective territories.

2. In the operation of the specified air routes, the designated airline of either Contracting Party shall retain as its primary objective the provision, at a reasonable load factor, of capacity adequate to the current and reasonably anticipated traffic demands between the territory of the Contracting Party designating the airline and the countries of the ultimate destination of such traffic.

3. The capacity provided under the above paragraph may be increased by complementary capacity for the transport of international air traffic coming from or destined for points on the specified routes situated in states other than that of the Contracting Party designating the airline.

4. The Contracting Parties recognize the principle that the air transport facilities available to the public should bear a reasonable relationship to the requirements of the public for such transport, and that the two Contracting Parties

shall have the primary right for the carriage of traffic between their respective territories.

5. In the operation of the specific air routes the rights granted to the airline designated by either Contracting Party shall not be exercised unfairly to the detriment or disadvantage of the airline designated by the other Contracting Party, operating on all or part of the same route.

6. The capacity, the frequency of services on the specified air routes and the timetables concerned shall be agreed upon between the designated airlines of both Contracting Parties and duly submitted for approval to the aeronautical authorities.

7. If no agreement has been reached the provisions of article 10, paragraph 2, shall apply.

Article 5. 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 in order to prevent further infringements of laws or regulations:

- 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 its nationals, 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 unilateral action, however, shall not be taken before notice in writing of such proposed action, stating the ground therefore, is given to the other Contracting Party and consultation between the aeronautical authorities of both Contracting Parties has not led to Agreement within a period of thirty [(30)] days after the date of the said notice.

Article 6. APPROVAL OF TIME TABLES AND OTHER INFORMATION

Each Contracting Party shall cause its designated airline to submit for approval to the aeronautical authority of the other Contracting Party, not later than thirty days prior to the beginning of any services, copies of time tables, rates schedules, types of aircraft and all other relevant information concerning the operation of the specified air routes. This shall likewise apply to all modifications of such time tables, rates schedules and information.

Article 7. EXEMPTION FROM CUSTOMS AND OTHER DUTIES

1. Aircraft operated on international air services by the designated airlines of either Contracting Party as well as their regular equipment and materials, 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. They 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 a Contracting Party, within limits fixed by the authorities of the said Contracting Party; and for use on board outbound aircraft engaged in an international air service of the other Contracting Party;
- b) Spare parts introduced in 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 outbound aircraft 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 supervisions or control.

Article 8. TRANSPORT TARIFFS

1. Tariffs to be charged on the specified routes shall be fixed by taking into account all factors, such as cost of operation, reasonable profit, the characteristics of the various routes and the tariffs charges by other airlines which operate on the same routes, or parts thereof. In fixing such tariffs the provisions of the following paragraphs should be observed.

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

3. Any tariffs so agreed shall be submitted for approval to the aeronautical authorities of both Contracting Parties at least thirty (30) days prior to the proposed date of their introduction. This period may be reduced in special cases if the aeronautical authorities so agree.

4. If no agreement has been reached between the designated airlines in accordance with paragraph 2 above, or if either of the aeronautical authorities does not agree to the tariffs submitted for its approval in accordance with paragraph 3 above, the aeronautical authorities of the two Contracting Parties should by common accord fix the tariffs for those routes or parts thereof on which no agreement was agreed.

5. If no accord as envisaged in paragraph 4 above is reached between the aeronautical authorities of the two Contracting Parties, the provisions of article 11 of this Agreement shall apply. Until such time as an arbitral award is rendered, the aeronautical authority which has expressed disagreement with the tariffs shall be entitled to require the aeronautical authority of the other Contracting Party to maintain the tariffs previously in effect.

6. If either Contracting Party has not designated an airline in respect of any of the specified air routes and tariffs for that route have not been fixed in accordance with paragraph 2 above, the airline designated by the other Contracting Party to operate on that route may fix the tariffs therefore.

Article 9. STATISTICS

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 and the origins and destinations of such traffic.

Article 10. CONSULTATIONS

1. In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to insuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the Annex thereto and shall also consult when necessary to provide for modification thereof.

2. Either of the aeronautical authorities of the Contracting Parties may request consultation, which may be through discussion or by correspondence and shall begin within a period of sixty (60) days of the date of the request, unless the aeronautical authorities of both Contracting Parties agree to an extension of this period.

Article 11. SETTLEMENTS OF DISPUTES

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

2. If the Contracting Parties fail to reach a settlement by negotiations within ninety (90) days from the date on which the matter in dispute was first notified by one Contracting Party to the other Contracting Party:

- 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 (30) days, the International Court of Justice may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires.

3. Either Contracting Party may request the arbitral tribunal or the person or body or the arbitrator or arbitrators to which the dispute has been referred in accordance with paragraph 2 (a) or 2 (b) respectively of this article, as the case may be, to indicate as a matter of urgency, and if possible within thirty (30) days of such request, provisional measures to be taken to preserve the respective rights of both Contracting Parties.

4. The Contracting Parties shall comply with the final decision given under paragraph 2 of this article and any provisional measures indicated in accordance with paragraph 3 thereof.

5. If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a final decision given in accordance with paragraph 2 of this article or any provisional measures indicated in accordance with paragraph 3 thereof, 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 or airlines of that Contracting Party or to the designated airline in default.

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. Modifications agreed between the Contracting Parties as a result of such consultations shall come into force thirty (30) days after they have been confirmed by an exchange of diplomatic notes.

2. Modifications to sections A and B of the Annex of this Agreement shall be agreed upon between the aeronautical authorities of the Contracting Parties and shall come into force by an exchange of diplomatic notes.

Article 13. ADAPTATION TO MULTILATERAL CONVENTION

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

Article 14. THE ANNEX

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

Article 15. 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 months (12) 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 (14) after the receipt of the notice by the International Civil Aviation Organization.

Article 16. REGISTRATION

The present Agreement, any amendment to it and any exchange of notes under this Agreement shall be communicated to the International Civil Aviation Organization for registration.

Article 17. COMING INTO FORCE

1. The present Agreement shall come into force on the date fixed through diplomatic channels.

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

DONE this 21st day of December 1970 at Vienna in duplicate in the English language.

For the Austrian Federal Government:

RUDOLF KIRCHSCHLÄGER

For the Government of the United Arab Republic:

ISMAIL FAHMI

ANNEX

SECTION A

The airlines designated by the Austrian Federal Government shall be entitled to operate air services in both directions as specified hereafter: Points in Austria via Athens and/or Istanbul to Cairo and beyond to Khartoum, Addis Abeba, Nairobi, Johannesburg, Karachi, Bangkok and Tokyo.

Concerning Addis Abeba and Nairobi the airlines designated by the Austrian Federal Government will not operate more than two services weekly, and will not operate on the same days and in the same direction to the same destinations as services of the airlines designated by the United Arab Republic as long as the latter's services are not operated more than three services per week.

SECTION B

The airlines designated by the Government of [the] United Arab Republic shall be entitled to operate air services in both directions as specified hereafter: Points in [the] United Arab Republic via Athens and/or Istanbul to Vienna and beyond to Munich or Dusseldorf, Brussels, Amsterdam, Copenhagen, Stockholm and New York.

Concerning Dusseldorf, Copenhagen and Stockholm the airlines designated by the United Arab Republic will not operate more than two services weekly and will not operate on the same days and in the same direction to the same destinations as services of the airlines designated by the Austrian Federal Government as long as the latter's services are not operated more than three services per week.

SECTION C

Every point as mentioned under sections A and B above may be omitted in the operation.

SECTION D

In case the designated airline or airlines of either Contracting Party do not handle their own traffic in the territory of the other Contracting Party through their own office and by their own personnel, the designated airline or airlines will assign such functions to an organization approved by the aeronautical authority of the other Contracting Party.
