

**No. 24098**

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**AUSTRIA  
and  
DEMOCRATIC PEOPLE'S REPUBLIC OF KOREA**

**Air Transport Agreement (with annex). Signed at Vienna on  
8 May 1979**

*Authentic text: English.*

*Registered by Austria on 9 May 1986.*

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**AUTRICHE  
et  
RÉPUBLIQUE POPULAIRE DÉMOCRATIQUE  
DE CORÉE**

**Accord relatif aux transports aériens (avec annexe). Signé à  
Vienne le 8 mai 1979**

*Texte authentique : anglais.*

*Enregistré par l'Autriche le 9 mai 1986.*

## AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE AUSTRIAN FEDERAL GOVERNMENT AND THE GOVERNMENT OF THE DEMOCRATIC PEOPLE'S REPUBLIC OF KOREA

The Austrian Federal Government and the Government of the Democratic People's Republic of Korea, with a view to facilitating the friendly contacts between the peoples of the two countries, and to developing the mutual relations between the two countries in respect of air transportation, in accordance with the principles of mutual respect for independence and sovereignty, non-interference in each other's internal affairs, equality and mutual benefit as well as friendly co-operation, and with regard to the establishment and operation of scheduled and non-scheduled air services between and beyond their respective territories,

Have agreed as follows:

*Article 1.* Both Contracting Parties shall define, for the purpose of this Agreement, the terms as follows:

1. The term "aeronautical authorities" means, in the case of the Austrian Federal Government the Federal Ministry of Transport; and in the case of the Government of the Democratic People's Republic of Korea the Civil Aviation Administration and/or any other authority legally empowered to perform the functions exercised now by the said authorities.

2. The term "designated airline" means an airline which has been designated and authorised in accordance with Article 3 of this Agreement.

3. The term "territory" in relation to a state means the land areas and territorial waters adjacent thereto under the sovereignty of that State.

4. The term "air service" means any scheduled and non-scheduled air service performed by aircraft for the public transport of passengers, cargo and mail.

5. The term "international air service" means an air service which passes through the air space over the territory of more than one State.

6. "Airline" means any air transport enterprise offering or operating an international air service.

7. "Stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, cargo or mail.

8. The term "tariff" means the prices to be paid for the carriage of passengers and cargo, except mail, including prices and conditions for agency and other auxiliary services.

*Article 2.* Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing and operating international air services on the routes specified in the Route Schedule to this Agreement. Such services and routes are hereinafter called "the agreed services"

<sup>1</sup> Came into force on 7 July 1979, i.e., 60 days from the date of signature, in accordance with article 18.

and “the specified routes”. 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 across the territory of the other Contracting Party;
- (b) To make stops in the said territory for non-traffic purposes, and
- (c) To make stops in the territory of the other Contracting Party at the points named on the routes specified in the Annex for the purpose of taking up and discharging international air traffic in passengers, cargo and mail.

2. Nothing in paragraph (1) of this article shall be deemed to confer on the airline of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers, cargo and mail carried for hire or reward and destined for another point in the territory of the other Contracting Party.

*Article 3.* 1. For the purpose of operating the agreed services on the specified routes, both Contracting Parties designate their airlines as follows:

- On the side of the Austrian Federal Government: “Austrian Airlines — Österreichische Luftverkehrs-Aktiengesellschaft”;
- On the side of the Government of the Democratic People’s Republic of Korea: The Civil Aviation Company of the Democratic People’s Republic of Korea “Choson Minhang”.

2. The Contracting Parties shall ensure that their designated airlines will observe the laws and regulations normally and reasonably applied to the operation of international air services.

3. The designated airlines of both Contracting Parties shall operate the agreed services according to tariffs and provisions of transportation established in accordance with Article 11 of this Agreement.

*Article 4.* 1. The designated airlines of both Contracting Parties have to reach an agreement about the scheduled flights before the commencement of the operations.

2. The Contracting Parties shall agree the following matters through the aeronautical authorities sixty (60) days prior to commencement of operating the route(s):

- (a) Flight route(s) and boundary corridors,
- (b) Flight, navigation, communication, meteorological information, technical and traffic handlings relating to the operation of aircraft.

3. Every aircraft of the designated airline of either Contracting Party engaged in the operation of the agreed air services on the specified route(s) 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;
- (e) The aircraft radio station licence;
- (f) The list of the air crew;
- (g) If it carries passengers, a list of their names and places of embarkation and destination;

(h) If it carries cargo and mail, a manifest and detailed declaration of the cargo and mail.

4. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services. Each Contracting Party reserves the right however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals or rendered valid by another State.

*Article 5.* 1. Each Contracting Party shall have the right to suspend the exercise of the rights specified in Article 2 of this Agreement by an airline designated by the other Contracting Party, or to require to comply with 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
- (b) In case of failure by the designated airline of either Contracting Party to comply with the laws or regulations of the other Contracting Party; or
- (c) In case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate action for suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

*Article 6.* 1. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline designated by the other Contracting Party and shall be complied with by such aircraft upon entrance into or departure from and while within the territory of the first Contracting Party.

2. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crew or cargo of aircraft, including regulations relating to entry, clearance, currency, passports, customs and quarantine, shall be complied with by or on behalf of such passengers, crew or cargo of the airline of the other Contracting Party upon entrance into or departure from and while within the territory of the first Contracting Party.

*Article 7.* 1. The supplies (fuel, lubricating oils, spare parts, regular aircraft equipment, aircraft stores, food, beverages, tobacco and others) intended for use on operation of international air services by the aircraft of the airline designated by one Contracting Party whether brought or taken on board in the territory of the other Contracting Party shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees or similar duties or charges. Materials referred to in this paragraph may be required to be kept under customs supervision or control.

2. 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 Contracting Party only with the approval of the customs author-

ities of that territory. In such case, they may be placed under the supervision of said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

*Article 8.* Any charges imposed by one Contracting Party for the use of airports and air navigation facilities by the aircraft of the other Contracting Party should not be higher than the charges that would be paid by its national aircraft engaged in similar international services. Such charges shall be published and communicated to the civil aeronautical authority of the other Contracting Party.

*Article 9.* 1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed air services on the specified routes.

2. In operating the agreed air services, the designated airline of each Contracting Party shall take into account the interests of the airline 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 capacity to be provided and the frequency to be operated by the designated airlines shall be agreed upon by the airlines which agreement shall be submitted to the aeronautical authorities for approval. The agreement shall become effective when approved by both the aeronautical authorities.

*Article 10.* Both Contracting Parties may establish representations of the designated airlines, for providing the work related to the operation of air services in the territory of the other Contracting Party. The Contracting Parties shall provide the working conditions for the representatives of the designated airlines in their territory respectively. The representatives of the designated airlines shall obey local laws and regulations.

*Article 11.* 1. The tariffs to be charged by the airline of one Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, profit, and the tariff of other airlines.

2. The tariffs referred to in paragraph (1) of this Article shall be agreed by the designated airlines of both Contracting Parties, after consultation with the other airlines operating over the whole or part of the route.

3. The tariffs so agreed shall be approved by the aeronautical authorities of both Contracting Parties at least sixty (60) days before the proposed date of their introduction. In special cases, the period may be reduced subject to the agreement of said authorities.

4. If neither of the aeronautical authorities has expressed disapproval within thirty (30) days from the date of submission, in accordance with paragraph (3), these tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided for in paragraph (3), the aeronautical authorities of both Contracting Parties shall give notice to the other Contracting Party that the period in which any disapproval must be notified shall be less than thirty (30) days.

5. A tariff established in accordance with the provisions of this article shall remain in force until a new tariff has been established.

*Article 12.* Each Contracting Party shall supply to the other Contracting Party at its request periodic statements of statistics relating to the operation of the designated airlines.

Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed air services and the origin and destination of such traffic.

*Article 13.* Each Contracting Party shall grant to the designated airline of the other Contracting Party the right of transfer of excess of receipts over expenditure earned by the airline in the territory of a Contracting Party in connection with the carriage of passengers, mail and cargo, in accordance with the terms of payment in force between the Contracting Parties.

*Article 14.* 1. Either Contracting Party shall give to the aircraft of the other Contracting Party, if in distress over its territory, the assistance which it would render to its own aircraft. This obligation will be extended to search for a missing aircraft as well.

2. In the event of an accident to an aircraft, involving death, serious injury or indicating serious technical defect in the aircraft or air navigation facilities, the Contracting Party, in whose territory the accident occurs will institute an inquiry into the circumstances and causes of the accident. The Contracting Party in whose territory such aircraft is registered will be given the opportunity to send observers to be present at the inquiry. The Contracting Party exercising the inquiry shall communicate the results of the inquiry to the other Contracting Party through its aeronautical authority.

*Article 15.* 1. In the 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 the provisions of this Agreement.

2. 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; such consultation, which may be between the aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days of the date of request. Any modifications so agreed shall come into force sixty (60) days after they have been confirmed by an exchange of diplomatic notes.

3. Modifications to the Route Schedule shall be agreed between the appropriate authorities of the Contracting Parties and shall come into force sixty (60) days after the date of an exchange of diplomatic notes.

*Article 16.* 1. 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 negotiation.

2. If the Contracting Parties fail to reach a settlement by negotiations, the Contracting Parties shall submit the dispute to an arbitral tribunal. For this purpose each Contracting Party shall nominate an arbitrator. A third arbitrator, who must be a national of a third State and shall act as president of the tribunal, shall be appointed by the two arbitrators nominated by the Contracting Parties. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal, and the third arbitrator shall be appointed within a further period of sixty (60) days.

3. The Contracting Parties shall comply with any decision given by the tribunal under paragraph (2) of this Article.

*Article 17.* Either Contracting Party may at any time give notice in writing to the other Contracting Party of its desire to terminate this Agreement. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice of termination, unless the notice to terminate is withdrawn by agreement before the expiry of this period.

*Article 18.* This Agreement will enter into force sixty (60) days from the date of signature.

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

DONE in duplicate at Vienna this eighth day of May 1979, in the English language.

For the Austrian Federal Government:

WILLIBALD P. PAHR

For the Government of the Democratic People's  
Republic of Korea:

DZEONG DZONG GJU

## ANNEX

### ROUTE SCHEDULE

1. The airline designated by the Austrian Federal Government shall be entitled to operate air service in both directions as specified hereafter: Points in Austria, via intermediate points, to one or several points in the Democratic People's Republic of Korea and points beyond.
  2. The airline designated by the Government of the Democratic People's Republic of Korea shall be entitled to operate air services in both directions as specified hereafter: Points in the Democratic People's Republic of Korea, via intermediate points, to one or several points in Austria and points beyond.
  3. Points to any of the above routes may at the option of the designated airline 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.
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