

No. 30411

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**AUSTRIA
and
CANADA**

**Agreement on air transport (with annex). Signed at Vienna on
22 June 1993**

Authentic texts: German English and French.

Registered by Austria on 26 October 1993.

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**AUTRICHE
et
CANADA**

**Accord sur le transport aérien (avec annexe). Signé à Vienne
le 22 juin 1993**

Textes authentiques : allemand, anglais et français.

Enregistré par l'Autriche le 26 octobre 1993.

AGREEMENT¹ BETWEEN THE AUSTRIAN FEDERAL GOVERNMENT AND THE GOVERNMENT OF CANADA ON AIR TRANSPORT

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The Austrian Federal Government and the Government of Canada, hereinafter called in this Agreement the Contracting Parties,

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

Desiring to conclude an agreement on air transport, supplementary to the said Convention,

Have agreed as follows:

ARTICLE 1

Definitions

For the purpose of this Agreement, unless otherwise stated:

¹ Came into force on 1 September 1993, i.e., the first day of the second month following the date on which the Contracting Parties had notified each other (on 19 and 20 July 1993) of the completion of their respective constitutional procedures, in accordance with article 24.

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.

- a) "Aeronautical authorities" means, in the case of the Republic of Austria, the Federal Minister for Public Economy and Transport or any other authority legally empowered to perform the functions exercised by the said authorities, and in the case of Canada, the Minister of Transport and the National Transportation Agency of Canada or any other authority or person empowered to perform the functions exercised by the said authorities;
- b) "Agreed services" means scheduled air services on the routes specified in this Agreement for the transport of passengers and cargo, including mail, separately or in combination;
- c) "Agreement" means this Agreement, any Annex thereto, and any amendments to the Agreement or to any Annex;
- d) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or the Convention under Articles 90 and 94 thereof insofar as these have become effective for both Contracting Parties;
- e) "Designated airline" means an airline which has been

designated and authorized in accordance with Article 3 of this Agreement;

- f) "Tariffs" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for other services performed by the carrier in connection with air transportation, but excluding remuneration and conditions for the carriage of mail;
- g) "Territory", "Air service", "International air service", "Airline" and "Stop for non-traffic purposes" have the meaning respectively assigned to them in Articles 2 and 96 of the Convention.

ARTICLE 2

Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the following rights for the conduct of international air services by the airline or airlines designated by that other Contracting Party:

- a) to fly without landing across its territory;
- b) to land in its territory for non-traffic purposes; and
- c) except as otherwise determined in this Agreement, to land in its territory for the purpose of taking up and discharging, on the routes specified in this Agreement, international traffic in passengers and cargo, including mail, separately or in combination.

2. The airlines of each Contracting Party, other than those designated under Article 3 of this Agreement, shall also enjoy the rights specified in paragraphs 1 (a) and (b) of this Article.

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

ARTICLE 3

Authorizations

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline or airlines for the purpose of operating the agreed services for such a Contracting Party.

2. Each Contracting Party shall have the right, by written notification to the other Contracting Party, to withdraw the designation of any such airline and to designate another one.

3. On receipt of such designation, the aeronautical authorities of the other Contracting Party shall, subject to the provisions of Article 4, grant without delay to the designated airline or airlines the appropriate operating authorizations.

4. Upon receipt of such authorizations the designated airline may begin at any time to operate

the agreed services, in whole or in part, provided that the airline complies with the applicable provisions of this Agreement, in particular, that tariffs are established in accordance with the provisions of Article 11 of this Agreement.

ARTICLE 4

Revocation, Suspension and Limitation of Authorizations

1. The aeronautical authorities of each Contracting Party shall have the right to withhold the authorizations referred to in Article 3 of this Agreement with respect to an airline designated by the other Contracting Party, to revoke or suspend such authorizations or impose conditions, temporarily or permanently:

- a) in the event of failure by such airline to qualify under the laws and regulations normally and reasonably applied in conformity with the Convention;
- b) in the event of failure by such airline to comply with the laws and regulations of the Contracting Party granting the rights in accordance with Article 2 of this Agreement;
- c) in the event that they are not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals; and
- d) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above, the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party in conformity with paragraph 1 of Article 19 of this Agreement.

ARTICLE 5

Application of Laws

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

2. The laws and regulations of one Contracting Party respecting entry, clearance, transit, immigration, passports, customs and quarantine shall be complied with by the designated airline or airlines of the other Contracting Party, and by or on behalf of its crews, passengers, cargo and mail upon transit of, admission to, departure from and while within the territory of such a Contracting Party.

3. In the application of its customs, immigration, quarantine and similar regulations, neither Contracting Party shall give preference to its own or any other airline over an airline of the other

Contracting Party engaged in similar international air services.

ARTICLE 6

Recognition of Certificates and Licences

1. Certificates of airworthiness, certificates of competency and licences, 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 provided that such certificates or licences were issued or rendered valid pursuant to, and in conformity with, the standards established under the Convention. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

2. If the privileges or conditions of the licences or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Contracting Party to any person or designated airline or in respect of an aircraft operating the agreed services, should permit a difference from the standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the aeronautical authorities of the other Contracting Party may request consultations in accordance with paragraph 1 of Article 19 of this Agreement with the aeronautical authorities of that Contracting Party with a

view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement in matters regarding flight safety shall constitute grounds for the application of Article 4 of this Agreement.

ARTICLE 7

Aviation Security

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.

2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft signed at Tokyo on 14 September 1963,¹ the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970,² and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971,³ and any other multilateral agreement governing aviation security binding upon both Contracting Parties.

3. The Contracting Parties shall provide upon request all necessary

assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

4. The Contracting Parties shall act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry, operators of aircraft who have their principal place of business or permanent residence in their territory, and the operators of airports in their territory act in conformity with such aviation security provisions.

5. Each Contracting Party agrees that its operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 4 above required by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading.

¹ United Nations, *Treaty Series*, vol. 704, p. 219.

² *Ibid.*, vol. 860, p. 105.

³ *Ibid.*, vol. 974, p. 177 and vol. 1217, p. 404 (corrigendum to vol. 974.)

6. Each Contracting Party shall give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

7. Each Contracting Party shall also give sympathetic consideration to a request from the other Contracting Party to enter into reciprocal administrative arrangements whereby the aeronautical authorities of one Contracting Party could make in the territory of the other Contracting Party their own assessment of the security measures being carried out by aircraft operators in respect of flights destined to the territory of the first Contracting Party.

8. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

9. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the first Contracting Party may request immediate consultations with the other Contracting Party. Failure to reach a satisfactory agreement shall constitute grounds for the application of Article 4 of this Agreement.

ARTICLE 8

Customs Duties and Other Charges

1. Each Contracting Party shall, to the fullest extent possible under its national law and on a basis of reciprocity, exempt any airline of the other Contracting Party from import restrictions, customs duties, excise taxes, inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores (including liquor, tobacco and other products destined for sale to passengers in limited quantities during the flight) and other items intended for use or used solely in connection with the operation or servicing of aircraft of that airline as well as printed ticket stock, air way-bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed without charge by that airline.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph 1 of this Article:

- a) introduced into the territory of one Contracting Party by or on behalf of an airline of the other Contracting Party;
- b) retained on board aircraft of an airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party;

- c) taken on board aircraft of an airline of one Contracting Party in the territory of the other Contracting Party;

whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption, provided such items are not alienated in the territory of the said Contracting Party.

3. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of an airline of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of that 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 9

Use of Airports and Aviation Facilities

1. The charges imposed in the territory of one Contracting Party on a designated airline of the other Contracting Party for the use of airports and other aviation facilities shall not be higher than those imposed on a national airline of the first Contracting Party engaged in similar international services.

2. Each Contracting Party shall encourage consultations between its competent charging authorities and the designated airlines using the services and facilities, and

where practicable, through the airlines' representative organizations. Reasonable notice should be given to users of any proposals for changes in user charges to enable them to express their views before changes are made.

3. In the use of airports, airways, air traffic services and associated facilities under its control, neither Contracting Party shall give preference to its own or any other airline over an airline of the other Contracting Party engaged in similar international air services.

ARTICLE 10

Capacity

1. There shall be fair and equal opportunity for the designated airline or airlines of each Contracting Party to operate the agreed services on the routes specified in the Annex.

2. In operating the agreed services, the designated airline or airlines of each Contracting Party shall take into account the interest of the designated airline or airlines of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same route.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear reasonable 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 meet the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territory of the Contracting Party which has designated the airline or airlines and the countries of ultimate destination of the traffic.

4. Provision for the carriage of passengers, cargo and mail both taken up and discharged at points on the specified routes in the territories of States other than that designating the airline or airlines shall be made in accordance with the general principle that capacity shall be related to:

- a) traffic requirements to and from the territory of the Contracting Party which has designated the airline or airlines;
- b) 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 operation.

5. Except as otherwise specified in this Agreement, the capacity to be provided on the specified routes, i.e., frequency of services and type of aircraft, shall be agreed between the aeronautical authorities of the Contracting Parties, following consultations between the designated airlines of the Contracting Parties. Pending an agreement between the aeronautical authorities the status quo shall be maintained.

ARTICLE 11

Tariffs

1. The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit, characteristics of service (such as standards of speed and accommodation) and the tariffs of other airlines for any part of the specified route. These tariffs shall be determined in accordance with the following provisions of this Article.

2. Each Contracting Party shall permit the designated airline or airlines of either Contracting Party to establish any tariffs referred to in paragraph 1 of this Article individually or at the option of the airline or airlines, through coordination with each other or with other airlines. In order to protect the commercial confidentiality of its information, each designated airline shall be responsible only to its aeronautical authorities for the justification and reasonableness of the tariffs.

3. Each Contracting Party may require the filing with its aeronautical authorities of tariffs to be charged for carriage of traffic to or from its territory. Such filing, if required, shall be made at least thirty (30) days before the proposed date of the introduction of tariffs. An airline which has established tariffs individually, shall, at the time of filing, provide to the other designated airline or airlines copies of the tariffs filed. The aeronautical authorities of a

Contracting Party requiring filing of tariffs shall give prompt and sympathetic consideration for short-notice filing, particularly if effected for the purpose of matching tariffs or if tariff changes are related mainly to circumstances beyond the control of the airline. If within twenty (20) days from the date of the receipt the aeronautical authorities of one Contracting Party have not notified the aeronautical authorities of the other Contracting Party that they are dissatisfied with the tariff submitted to them, such tariff shall be considered to be accepted or approved and shall come into effect on the date stated in the proposed tariff. In the event that a shorter period for the submission of a tariff is accepted by the aeronautical authorities, they may also agree that the period for giving notice of dissatisfaction be less than twenty (20) days.

4. If during the period applicable in accordance with paragraph 3 of this Article a notice of dissatisfaction has been given, the aeronautical authorities of the Contracting Parties shall endeavour to determine the tariff by agreement between themselves. Consultations between the aeronautical authorities will be held in accordance with paragraph 1 of Article 19 of this Agreement.

5. If the aeronautical authorities cannot agree on the determination of a tariff under paragraph 4 of this Article, the dispute shall be settled in accordance with the provisions of Article 20 of this Agreement.

6. No tariff shall come into force if the aeronautical authorities of either Contracting Party have given notice of dissatisfaction, in accordance with paragraph 3 of this Article, and a decision on the tariff is not taken under the provisions of paragraph 3 of Article 20 of this Agreement.

7. With respect to carriage between the territories of the Contracting Parties, the designated airline or airlines of each Contracting Party shall have the right to match on a basis which would not necessarily be identical but would be broadly equivalent to any publicly available lawful tariff on scheduled services as well as retail prices charged on transportation only charter services. For carriage between the territory of the other Contracting Party and points on the agreed services in third countries, the designated airline or airlines of one Contracting Party shall have the right to introduce matching tariffs at prices not lower or with conditions less restrictive than the tariffs applied on scheduled services by the third and fourth freedom airline or airlines on the same sectors. In all cases of matching, tariff filings shall include satisfactory evidence of the availability of the tariffs which are being matched and of the consistency of matching with the requirements of this Article. Unless otherwise agreed between the aeronautical authorities of the two Contracting Parties, tariffs which are introduced for matching purposes shall remain in effect only for the period of availability of the tariff or charter retail price being matched.

8. 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 or of Article 20 of this Agreement.

9. The aeronautical authorities of both Contracting Parties shall endeavour to ensure that

- a) the tariffs charged and collected conform to the tariffs accepted by both aeronautical authorities and
- b) no airline rebates any portion of such tariffs by any means.

ARTICLE 12

Change of Aircraft

A designated airline of one Contracting Party may make a change of aircraft at any point on the routes specified in this Agreement under the following conditions:

- i) that it is justified by reason of economy of operation;
- ii) that each aircraft shall operate in connection with the other and shall be scheduled to do so;
- iii) that there is an adequate volume of through traffic;
- iv) that the airline shall not hold itself out to the public by advertisement or otherwise as providing a service which originates at the point where the change of aircraft is made, unless otherwise permitted by the Agreement;

v) that in connection with any one aircraft flight into the territory of the other Contracting Party, only one flight may be made out of that territory unless the airline is authorized by the aeronautical authorities of the other Contracting Party to operate more than one flight; and

vi) that the provisions of Article 10 of the present Agreement shall govern all arrangements made with regard to change of aircraft.

ARTICLE 13

Sales and Transfer of Funds

1. Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, at its discretion through its agents. Each designated airline shall have the right, subject to national laws and regulations, to sell transportation in the currency of that territory or, at its discretion, in freely convertible currencies of other countries, and any person shall be free to purchase such transportation in currencies accepted for sale by that airline.

2. Each designated airline shall have the right to convert and remit to its country, on demand, funds obtained in the normal course of its operations. Conversion and remittance shall be permitted without restrictions at the foreign exchange market rates for current payments prevailing at the time of submission of the

request for transfer, and shall not be subject to any charges except normal service charges collected by banks for such transactions.

ARTICLE 14

Taxation

Throughout the life of this Agreement the Contracting Parties shall act in accordance with the provisions of the Convention between the Republic of Austria and Canada for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income and Capital, signed at Vienna on December 9, 1976,¹ and any amendments thereto with respect to all taxes on capital relating to, and on income derived from, the operation of aircraft in international traffic.

ARTICLE 15

Airline Representatives

1. The designated airline or airlines of one Contracting Party shall be allowed, on the basis of reciprocity and subject to the laws and regulations of the other Contracting Party, to bring into and to maintain in the territory of that Contracting Party their representatives and commercial, operational and technical staff as required in connection with the operation of agreed services.

2. These staff requirements may, at the option of the desig-

nated airline or airlines of one Contracting Party, be satisfied by its own personnel or by using the services of any other organization, company or airline operating in the territory of the other Contracting Party, and authorized to perform such services in the territory of that Contracting Party.

3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party, and, consistent with such laws and regulations:

- a) each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article; and
- b) both Contracting Parties shall dispense with the requirement of employment authorizations for personnel performing certain temporary duties not exceeding ninety (90) days.

4. On the basis of reciprocity and subject to the laws and regulations of the other Contracting Party, the designated airline or airlines of one Contracting Party shall be permitted to provide ground handling services for other airlines operating at the same airport in the territory of the other Contracting Party.

¹ United Nations, *Treaty Series*, vol. 1466, No. I-24853.

ARTICLE 16

Applicability to Non-scheduled Flights

1. The provisions set out in Articles 5 (Application of Laws), 6 (Recognition of Certificates and Licences), 7 (Aviation Security), 8 (Customs Duties and Other Charges), 9 (Use of Airports and Aviation Facilities), 13 (Sales and Transfer of Funds), 14 (Taxation), 15 (Airline Representatives), 17 (Statistics) and 19 (Consultations; Modifications of Agreement) of this Agreement shall be applicable also to non-scheduled flights operated by an air carrier of one Contracting Party into or from the territory of the other Contracting Party and to the air carrier operating such flights.

2. The provisions of paragraph 1 of this Article shall not affect national laws and regulations governing the authorization of non-scheduled operations or to the conduct of air carriers or other parties involved in the organization of such operations.

ARTICLE 17

Statistics

1. The aeronautical authorities of one Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request periodic or other statements of statistics.

2. Such statements shall include all information required to determine the amount of traffic carried on the agreed services and the

origin and destination of such traffic.

3. The aeronautical authorities of both Contracting Parties shall maintain close contact with respect to the implementation of paragraphs 1 and 2 of this Article. Consultations may be held in accordance with paragraph 1 of Article 19 of this Agreement to discuss the details and the methods for the provision of statistical information.

ARTICLE 18

Multilateral Conventions

If a general multilateral air convention comes into force in respect of both Contracting Parties, the provisions of such convention shall prevail. Consultations in accordance with Article 19 of this Agreement may be held with a view to determining the extent to which this Agreement is affected by the provisions of the multilateral convention.

ARTICLE 19

Consultations; Modifications of Agreement

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 this Agreement.

2. If either of the Contracting Parties considers it desirable to modify any provision of this

Agreement, it may request consultations with the other Contracting Party. Such consultations (which may be prepared by discussions between aeronautical authorities), shall begin within a period of sixty (60) days of the date of request, unless both Contracting Parties agree to an extension of this period. Modifications so agreed shall be approved by each Contracting Party in accordance with its constitutional procedures. Any modification agreed pursuant to such consultations shall come into force when it has been confirmed by an exchange of diplomatic notes.

ARTICLE 20

Settlement of Disputes

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 negotiation, they may agree to refer the dispute for decision to some person or body; if they do not so agree, the dispute shall, 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 (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 and the third arbitrator shall be appointed within a further period of sixty (60) 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 International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In any case, the third arbitrator shall be a national of a third State and shall act as president of the arbitral body.

3. The Contracting Parties undertake to comply with any decisions given under paragraph 2 of this Article.

4. Each Contracting Party shall bear the expenses and remuneration necessary for its arbitrator; the fee for the third arbitrator and the expenses necessary for this one as well as those due to the activity of the arbitration shall be equally shared by the Contracting Parties.

5. If and for so long as either Contracting Party fails to comply with any decisions given under paragraph 2 of this Article, the other Contracting Party may withhold, limit, suspend or revoke any rights or privileges which it has granted under this Agreement.

ARTICLE 21

Termination

1. Either Contracting Party may at any time give written

notice through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization.

2. 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 22

Titles

Titles used in this Agreement are for reference purposes only.

[For the testimonium and signatures, see p. 553 of this volume.]

ARTICLE 23

Registration with ICAO

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

ARTICLE 24

Entry into Force

This Agreement shall enter into force on the first day of the second month, following the date on which the two Contracting Parties have notified each other in an exchange of diplomatic notes that the requirements for its entry into force under their respective constitutional procedures have been fulfilled.

ANNEX
SCHEDULE OF ROUTES

SECTION I

The following route may be operated in each direction by the airline or airlines designated by the Government of Canada:

Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Points in Canada	Any point or points to be named by Canada	Vienna	Any point or points in Europe to be named by Canada

Notes:

1. Any point or points specified above may be omitted on any or all services provided that all services originate or terminate in Canada.
2. Points named may be changed on sixty days' notice to the aeronautical authorities of Austria.
3. Fifth freedom rights shall not be available at intermediate or beyond points.

ANNEX
SCHEDULE OF ROUTES

SECTION II

The following route may be operated in each direction by the airline or airlines designated by the Austrian Federal Government:

Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Points in Austria	Any point or points to be named by Austria	Montreal Toronto	Any point or points in the Northeastern U.S.A. to be named by Austria

Notes:

1. Any point or points specified above may be omitted on any or all services provided that all services originate or terminate in Austria.
2. Points named may be changed on sixty days' notice to the aeronautical authorities of Canada.
3. Fifth freedom rights shall not be available at intermediate or beyond points.
4. Northeastern U.S.A. includes all points east of and including Chicago and north of and including Washington, D.C.

ZU URKUND DESSEN haben die von ihren jeweiligen Regierungen dazu gehörig befugten Unterfertigten das vorliegende Abkommen unterzeichnet. IN WITNESS WHEREOF, the undersigned, duly authorized thereto by their respective Governments, have signed the present Agreement. EN FOI DE QUOI, les sous-signés, dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé le présent Accord.

GESCHEHEN in Wien am 22. Juni 1993 in zweifacher Ausfertigung, in deutscher, englischer und französischer Sprache, wobei jeder Wortlaut gleichermaßen authentisch ist.

DONE in duplicate at Vienna on this 22nd day of June, 1993 in English, French and German languages, each version being equally authentic.

FAIT en deux exemplaires à Vienne, le 22ième jour de juin 1993, en langues française, anglaise et allemande, chaque version faisant également foi.

Für die Österreichische
Bundesregierung:
For the Austrian Federal Government:
Pour le Gouvernement fédéral
d'Autriche :

WOLTE

Für die Regierung von Kanada:
For the Government of Canada:
Pour le Gouvernement du Canada :

WALKER