

No. 30765

**AUSTRIA
and
RUSSIAN FEDERATION**

**Air Transport Agreement (with annex). Signed at Vienna on
8 November 1993**

Authentic texts: German and Russian.

Registered by Austria on 28 February 1994.

**AUTRICHE
et
FÉDÉRATION DE RUSSIE**

**Accord relatif aux transports aériens (avec annexe). Signé à
Vienne le 8 novembre 1993**

Textes authentiques : allemand et russe.

Enregistré par l'Autriche le 28 février 1994.

[TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT¹ BETWEEN THE AUSTRIAN FEDERAL GOVERNMENT AND THE GOVERNMENT OF THE RUSSIAN FEDERATION

The Austrian Federal Government and the Government of the Russian Federation, hereinafter referred to as “the Contracting Parties”,

Being parties to the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944,²

Desiring to conclude an Agreement for the purpose of establishing air transport between their respective territories and beyond their boundaries,

Have agreed as follows:

Article 1

DEFINITIONS

For the purposes of this Agreement, the terms listed below shall have the following meanings:

(a) “Aeronautical authorities” shall mean, in the case of the Austrian Federal Government, the Federal Minister for Public Economy and Transport, and in the case of the Government of the Russian Federation, the Ministry of Transport in the form of the Department of Air Transport or, in both cases, any person or body authorized to perform the functions currently exercised by the said authorities;

(b) “Designated airline(s)” shall mean the airline or airlines designated and authorized in accordance with article 4 of this Agreement;

(c) “Territory” in relation to a State shall mean the land areas, the territorial and internal waters, and the air space above it which are under the sovereignty of that State;

(d) “The Convention” shall mean the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, including any annex adopted in accordance with article 90 of that Convention and any amendment to the annexes or the Convention adopted in accordance with articles 90 and 94 of the Convention, to the extent that they apply to both Contracting Parties;

(e) “Air service”, “international air service”, “airline” and “stop for non-traffic purposes” shall have the same meanings as in article 96 of the Convention;

(f) “Capacity” shall mean:

¹ Came into force on 1 January 1994, i.e., the first day of the second month after the date on which the Contracting Parties had notified each other (on 25 and 29 November 1993) of its approval pursuant to their respective national procedures, in accordance with article 22.

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.

- (i) In relation to an aircraft, the holding capacity of the aircraft over its route or part of its route;
- (ii) In relation to a specified service, the capacity of the aircraft used on that service multiplied by the frequency of flights made by that aircraft over the entire route or part of the route in a specified period.

Article 2

GRANTING OF RIGHTS

Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing international air services on the routes specified in the annex to this Agreement (hereinafter referred to as “the agreed services” and “the specified routes” respectively).

Article 3

COMMERCIAL RIGHTS

1. The airlines designated by each Contracting Party shall, while operating an agreed service on a specified route, enjoy the following rights:

(a) The right to fly over the territory of the other Contracting Party without making stops;

(b) The right to make stops in the territory of the other Contracting Party for non-traffic purposes at the points specified in the annex to this Agreement;

(c) The right to make stops at the points in the territory of the other Contracting Party specified in the annex to this Agreement, for the purpose of taking on and/or discharging international air traffic in passengers, mail and cargo.

2. Nothing in this article shall be interpreted as conferring on the designated airline of one Contracting Party the right to take on passengers, mail and cargo carried for remuneration or hire between points in the territory of the other Contracting Party.

3. The routes of aircraft operating the agreed services and the points for crossing national boundaries shall be established by each Contracting Party with respect to its territory.

4. Questions relating to the operation of the agreed services shall be settled by agreements between the designated airlines and submitted as required for the approval of the aeronautical authorities of the Contracting Parties.

Article 4

DESIGNATION AND GRANTING OF PERMITS

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party the airline (or airlines) which is (or are) to operate the agreed services on the specified routes and shall notify the other Contracting Party accordingly.

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

3. Prior to the issuance of the operating permit, the aeronautical authorities of one Contracting Party may require the designated airline of the other Contracting Party to show proof that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied by those authorities to the operation of international air services.

4. Each Contracting Party shall have the right to withhold the operating permit 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 3 of this Agreement, if that Contracting Party is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals.

5. When an airline has been thus designated and granted an operating permit, it may commence operation of the agreed services at any time, provided that the flight schedule and tariffs laid down for such services in accordance with the provisions of articles 10 and 11 of this Agreement have entered into force.

Article 5

REVOCATION OR SUSPENSION OF RIGHTS

1. Each Contracting Party shall have the right to revoke the operating permit granted to the airline(s) designated by the other Contracting Party, to suspend the exercise by such airline(s) of the rights referred to in article 3 of this Agreement, or to impose such conditions as it may deem necessary on the exercise of those rights, if:

(a) It is not satisfied that substantial ownership and effective control of the airline(s) are vested in the Contracting Party designating the airline or in its nationals; or

(b) The airline (or airlines) is (or are) not complying with the laws or regulations of the Contracting Party granting those rights; or

(c) The airline (or airlines) fails (or fail) in some other way to operate the agreed services in accordance with the conditions prescribed in this Agreement.

2. Unless revocation, suspension or immediate imposition of the conditions referred to in paragraph 1 of this article is necessary to prevent further infringements of the laws or regulations, the right referred to in that paragraph shall be exercised only after consultation between the aeronautical authorities of the Contracting Parties. Such consultations shall be held within thirty (30) days of such action being requested.

Article 6

APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party relating to the admission to and departure from its territory of aircraft on international flights, or relating

to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the designated airline of the other Contracting Party.

2. The laws and regulations of one Contracting Party relating to the admission to, presence in or departure from its territory of passengers, crew, cargo and mail, and, in particular, formalities regarding passport, customs, currency and health regulations, shall be applied to passengers, crew, cargo and mail transported by the aircraft of the designated airline of the other Contracting Party while within the said territory.

Article 7

RECOGNITION OF LICENCES AND CERTIFICATES

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.

2. Each Contracting Party reserves the right not to recognize as valid, for the purpose of flights over its own territory, licences and certificates issued to its nationals by the other Contracting Party.

Article 8

SIMPLIFICATION OF FORMALITIES

Taxes and other charges imposed in the territory of one Contracting Party on the airlines of the other Contracting Party for the use of airports and other aeronautical service facilities in the territory of the former Contracting Party shall not exceed those imposed on any other airline operating similar flights.

Article 9

DIRECT TRANSIT

1. Passengers, baggage, cargo and mail in direct transit across the territory of one Contracting Party which do not leave the area of the airport designated for that purpose shall be subject to no more than a simplified control, except when it is necessary to take security measures to deal with violence, air piracy and trafficking in narcotic drugs.

2. Baggage, cargo and mail in direct transit shall be exempt from customs duties and other similar charges.

Article 10

CAPACITY

1. The designated airlines of the Contracting Parties shall be offered fair and equitable terms for the operation of the agreed services on the specified routes between their respective territories.

2. In operating the agreed services, the designated airline(s) of one Contracting Party shall take into account the interests of the designated airline(s) of the other Contracting Party so as not to have an adverse effect on the traffic operated by that airline in respect of an air service on the same route or part thereof.

3. The agreed services provided by the designated airlines of the Contracting Parties shall be adequate to meet the public demand on the specified routes, and the primary objective of each airline shall be to provide a level of capacity which, assuming a reasonable load coefficient, will satisfy the current demand and reasonable projections thereof in respect of passengers, cargo and mail between their respective territories.

4. Traffic operated by a designated airline pursuant to this Agreement shall conform to the general principle whereby capacity will depend on:

(a) Traffic requirements between the country of origin and the country of destination;

(b) The traffic requirements of the area through which the airline passes;

(c) Transit traffic requirements.

5. The flight schedules for the agreed services shall be submitted to the aeronautical authorities of the Contracting Parties for approval thirty (30) days prior to the projected date of their entry into force. In specific instances this period may be reduced by agreement between the said authorities.

6. In accordance with the provisions of this article, the established schedules for one season shall remain in force for two consecutive seasons or a maximum of twelve (12) months until new schedules are drawn up in accordance with the provisions of this article.

Article 11

TARIFFS

1. Tariffs for an agreed service shall be established at reasonable levels, due regard being had to all relevant factors, including cost of operation, reasonable profit, the characteristics of the service (for example, speed and comfort) and the tariffs of other airlines for any portion of a specified route. These tariffs shall be established in accordance with the provisions of this article indicated below.

2. The tariffs referred to in paragraph 1 of this article shall, if possible, be established by agreement between the designated airlines for each specified route, in consultation with other airlines operating over all or part of the same route. The tariffs so agreed shall be subject to approval by the aeronautical authorities of the Contracting Parties at least thirty (30) days before the date proposed for their entry into force; in special cases this time limit may be reduced by agreement between the said authorities.

3. If the designated airlines are unable to agree on a tariff or if for any other reason a tariff cannot be established in accordance with paragraph 2 of this article or if during the first fifteen (15) days of the thirty (30)-day period referred to in paragraph 2 of this article, the aeronautical authorities of one Contracting Party notify the aeronautical authorities of the other Contracting Party of their disagreement with any tariff determined in accordance with paragraph 2 of this article, the

aeronautical authorities of the Contracting Parties shall endeavour to establish the tariffs by mutual agreement.

4. If the aeronautical authorities are unable to reach agreement on the approval of any tariff submitted to them in accordance with paragraph 2 of this article, or on the establishment of any tariff in accordance with paragraph 3 of this article, the Contracting Parties shall endeavour to establish the tariffs by mutual agreement.

5. No tariff shall enter into effect without the approval of the aeronautical authorities of the other Contracting Party.

6. The tariffs established in accordance with the provisions of this article shall remain in effect until new tariffs have been established in accordance with the provisions of this article.

Article 12

EXEMPTION FROM CUSTOMS DUTIES AND CHARGES

1. Aircraft operated on the agreed services by the designated airline of one Contracting Party, and their standard equipment, supplies of fuel and lubricants and aircraft stores (including food, beverages and tobacco) which are on board such aircraft shall be exempt from all customs charges, duties and other such charges on entry into the territory of the other Contracting Party, provided that such supplies, items and stores remain on board the aircraft until they are re-exported.

2. The following shall also be exempt from such charges and duties, with the exception of charges for services rendered:

(a) Aircraft stores taken on board in the territory of one Contracting Party within the limits established by the authorities of that Contracting Party, and intended for use on board aircraft operated on the agreed services by the designated airline of the other Contracting Party;

(b) Spare parts imported into the territory of one of the Contracting Parties for the maintenance or repair of aircraft operated on the agreed services by the designated airline of the other Contracting Party;

(c) Fuel and lubricants intended to supply aircraft operated on the agreed services by the designated airline of each Contracting Party, even when those supplies are to be consumed during the part of the flight which takes place over the territory of the Contracting Party in which they were taken on board.

3. The following items shall also be exempt from all customs duties and/or charges under agreed conditions when imported into the territory of one of the Contracting Parties for use by the designated airline(s) of the other Contracting Party exclusively for the following purposes:

(a) Supplies and equipment, all types of furniture, typewriters, and so forth, necessary for the opening and operation of an office;

(b) All types of telephone and teletype equipment, "walkie-talkies" or other radio equipment used in an airport;

(c) Computer systems for reservations and operational purposes, various official airline documents such as baggage tags, airline tickets, airline stickers, timetables, boarding cards, promotional materials (including those not permitted under

the relevant national customs rules) and also the necessary ground transportation vehicles, with the exception of buses used to transport passengers and baggage between the city office and the airport.

4. The stores, supplies and spare parts, and also the items, equipment and documents referred to in paragraphs 2 and 3 of this article, may be required to be kept under the control or supervision of the customs authorities.

5. The standard equipment, stores, supplies and spare parts which are on board aircraft operated on the agreed services by the designated airline of one Contracting Party may be unloaded in the territory of the other Contracting Party only with the consent of the customs authorities of that Contracting Party. In such case, they may be placed under the supervision of those authorities until such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

Article 13

TRANSFER OF INCOME

1. Each Contracting Party shall grant the designated airline(s) of the other Contracting Party the right to free transfer of the excess of receipts over expenditure accruing to the airline(s) from the operation of the agreed services.

2. Such transfer shall be effected in accordance with the provisions of the agreement governing financial relations between the Contracting Parties. In the absence of such agreement or of the relevant provisions in such agreement, the transfer shall take place without delay in freely convertible currency at the official rate of exchange in accordance with the currency exchange regulations applied by the Contracting Parties.

Article 14

TAXATION

1. Income derived from the operation of aircraft in international services shall be taxed only in the territory of the Contracting Party in which the main office of the airline is situated.

2. Aircraft participating in international transport, and movable property relating to the operation of such aircraft, shall be taxable only in the territory of the Contracting Party in which the main office of the airline is situated.

3. In the event that there is a special agreement between the Contracting Parties on the elimination of double taxation on income and capital, the provisions of such agreement shall prevail.

Article 15

AIRLINE OFFICE AND SALE OF TICKETS

1. In order to ensure the operation of the agreed services by the designated airline(s), each Contracting Party shall be granted the right to open an office in the territory of the other Contracting Party with the necessary administrative, commercial and technical personnel.

2. The designated airline(s) of each of the Contracting Parties shall be entitled, in accordance with the national laws and regulations of the other Contracting Party, to draw up (sell) tickets on its own travel documents in offices in the territory of the other Contracting Party, and to appoint authorized agents for the advertising and sale of tickets.

Article 16

AIR SAFETY

1. In accordance with their rights and obligations under international law, the Contracting Parties confirm that the obligation they have undertaken in respect of each other to protect the safety of civil aviation from acts of unlawful interference constitutes an inalienable part of this Agreement. Without prejudice to the general applicability of their rights and obligations under international law, the Contracting Parties shall 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 the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on 23 September 1971,³ and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988,⁴ and the provisions of existing bilateral agreements between the Contracting Parties and of such agreements as are concluded between them in the future.

2. The Contracting Parties shall, upon request, provide all necessary assistance to each other in preventing the illegal seizure of aircraft and other illegal acts directed against the safety of aircraft, their passengers and crews, airports and air-navigation facilities, and also any other threat to the safety of civil aviation.

3. The Contracting Parties shall act in accordance with the air safety provisions and the technical requirements established by the International Civil Aviation Organization and laid down in the annexes to the Convention on International Civil Aviation, insofar as such provisions and requirements are applicable to the Contracting Parties. They shall require that the operators of aircraft registered in their territory, the operators of aircraft whose main place of business or permanent location is in their territory, and the operators of international airports in their territory act in accordance with those provisions and the requirements of air safety.

4. Each Contracting Party agrees that the other Contracting Party may require that such operators of aircraft comply with the air safety provisions and requirements referred to in paragraph 3 of this article established by the other Contracting Party for entry into, exit from and stay within its territory. Each Contracting Party shall ensure that the appropriate measures for the protection of aircraft and the checking of passengers, equipment, hand baggage, baggage, cargo and aircraft stores are applied within its territory before and during landing or loading. Each Contracting Party shall also give favourable consideration to any request by the other Contracting Party for the adoption of special security measures in connection with a specific threat.

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 volume 974).

⁴ *Ibid.*, vol. 1589, No. A-14118.

5. In the event of an incident or threat of an incident associated with the illegal seizure of civil aircraft or other illegal acts directed against the safety of aircraft, their passengers and equipment, airports or air-navigation facilities, the Contracting Parties shall assist each other by facilitating communications and adopting appropriate measures to put a rapid and safe end to such incident or threat of an incident.

6. If one Contracting Party avoids complying with the provisions of this article on air safety, the aeronautical authorities of the other Contracting Party may request immediate consultations with the aeronautical authorities of the former Party.

Article 17

CONSULTATIONS

In order to ensure close cooperation on all matters relating to the implementation of this Agreement, the aeronautical authorities of the Contracting Parties shall consult together periodically.

Article 18

SETTLEMENT OF DISPUTES

Any dispute relating to the interpretation or application of this Agreement or of the annex thereto shall be settled through direct negotiations between the aeronautical authorities of the two Contracting Parties. If the aeronautical authorities are unable to reach agreement, the dispute shall be settled through the diplomatic channel.

Article 19

MODIFICATIONS

1. If either Contracting Party wishes to modify any provision of this Agreement, it may request consultations with the other Contracting Party. Such consultations shall begin within a period of sixty (60) days from the date of the request, unless both Contracting Parties agree to extend that period. The proposed modifications may be considered in advance by the aeronautical authorities of the two Contracting Parties. Any modifications so agreed shall enter into force thirty (30) days after they have been confirmed by an exchange of diplomatic notes.

2. Modifications to the annex may be adopted by agreement between the competent authorities of the Contracting Parties.

Article 20

REGISTRATION

This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

Article 21

TERMINATION OF THE AGREEMENT

Either Contracting Party may at any time notify the other Contracting Party through the diplomatic channel of its intention to terminate this Agreement. In such event the Agreement shall cease to have effect twelve (12) months from the date of receipt of such notification by the other Contracting Party, unless the notification of termination of the Agreement is withdrawn by mutual agreement between the Contracting Parties before the expiry of that period. In the absence of confirmation of receipt of notification by the other Contracting Party, such notification shall be considered to have been received fourteen (14) days after the receipt of such notification by the International Civil Aviation Organization.

Article 22

ENTRY INTO FORCE

This Agreement shall enter into force on the first day of the second month following the date established by the two Contracting Parties through notification to each other, by means of diplomatic notes, that they have completed the legal formalities required for the entry into force of this Agreement.

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

DONE at Vienna, on 8 November 1993, in duplicate in the German and Russian languages, both texts being equally authentic.

For the Austrian
Federal Government:

MOCK

For the Government
of the Russian Federation:

JEFIMOV

ANNEX

1. The routes to be operated, in both directions, by the designated airline(s) of the Russian Federation shall be as follows:

- 1.1. Moscow—points in Europe—Vienna
- 1.2. Points in the Russian Federation—points in Europe—Vienna, Salzburg (additional points by agreement between the aeronautical authorities)
- 1.3. Points in the Russian Federation—Vienna—Zurich
- 1.4. Points in the Russian Federation—through the territory of Austria on established international routes (with or without a stop in Vienna)—points in Switzerland, Italy, France, Ireland and points beyond their borders
- 1.5. Vienna—Moscow (with or without a stop)—Tokyo^(*)
- 1.6. Vienna—Moscow (with or without a stop)—Beijing^(*)
- 1.7. Vienna—Moscow (with or without a stop)—Seoul^(*)
- 1.8. Vienna—Moscow (with or without a stop)—Osaka^(*)

Notes

(a) The intermediate points in third countries indicated in routes 1.1 and 1.2 may be omitted;

(b) The points in third countries indicated in route 1.4 may be omitted, and points beyond their borders shall be subject to agreement between the aeronautical authorities of the Contracting Parties;

(c) The right of the designated airline of one Contracting Party to transport passengers, cargo and mail between points in the territory of the other Contracting Party and points in third countries shall be subject to agreement between the aeronautical authorities of the Contracting Parties.

2. The routes to be operated, in both directions, by the designated airline(s) of Austria shall be as follows:

- 2.1. Vienna—points in Europe—Moscow
- 2.2. Points in Austria—points in Europe—Moscow, St. Petersburg (additional points by agreement between the aeronautical authorities)
- 2.3. Points in Austria—St. Petersburg—Helsinki
- 2.4. Points in Austria—through the territory of the Russian Federation on established international routes (with or without a stop in Moscow)—points in Iran, India, Afghanistan, Thailand, Singapore, Malaysia and points beyond their borders
- 2.5. Vienna—Moscow (with or without a stop)—Tokyo*
- 2.6. Vienna—Moscow (with or without a stop)—Beijing*
- 2.7. Vienna—Moscow (with or without a stop)—Seoul*
- 2.8. Vienna—Moscow (with or without a stop)—Osaka*

Notes

(a) The intermediate points in third countries indicated in routes 2.1 and 2.2 may be omitted;

^(*) In accordance with a special agreement concluded between the aeronautical authorities of the Contracting Parties; the aeronautical authorities of the Contracting Parties also agree on the frequencies and types of aircraft of the designated airlines.

(b) The points in third countries indicated in route 2.4 may be omitted, and points beyond their borders shall be subject to agreement between the aeronautical authorities of the Contracting Parties;

(c) The right of the designated airline of one Contracting Party to transport passengers, cargo and mail between points in the territory of the other Contracting Party and points in third countries shall be subject to agreement between the aeronautical authorities of the Contracting Parties.
