

No. 32709

**FRANCE
and
UKRAINE**

**Air Transport Agreement (with annexes). Signed at Kiev on
3 May 1994**

Authentic texts: French and Ukrainian.

Registered by France on 11 March 1996.

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et
UKRAINE**

**Accord relatif aux transports aériens (avec annexes). Signé à
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Textes authentiques : français et ukrainien.

Enregistré par la France le 11 mars 1996.

[TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF UKRAINE

The Government of the French Republic and the Government of Ukraine, 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 and

Desiring to conclude a supplementary agreement to that Convention for the purpose of establishing air services between and beyond their respective territories,

Have agreed as follows:

Article 1

DEFINITIONS

For the purposes of this Agreement, except where otherwise stated:

1. The term “the Convention” means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes any amendment to that Convention which has entered into force in implementation of article 94 (a) and has been ratified by both Contracting Parties; and any annex or any amendment to an annex adopted in accordance with article 90 of that Convention, to the extent that such annex or amendment has taken effect in respect of both Contracting Parties.

2. The term “aeronautical authorities” means, in the case of the French Republic, the Direction Générale de l’Aviation Civile and, in the case of Ukraine, the Air Transport Department of the Ministry of Transportation, or any person or body authorized by one of the Contracting Parties to perform any of the functions currently exercised by the French Direction Générale de l’Aviation Civile or by the Air Transport Department of the Ministry of Transportation of Ukraine.

3. The term “designated airline” means an airline which has been designated and authorized in accordance with article 4 of this Agreement.

4. The term “territory” has the meaning assigned to it in article 2 of the Convention.

5. The terms “air service”, “international air service”, “airline” and “stop for non-traffic purposes” have the meanings respectively assigned to them in article 96 of the Convention.

¹ Came into force provisionally on 3 May 1994 by signature, and definitively on 25 January 1995, the date of receipt of the last of the notifications (23 and 25 January 1995) by which the Contracting Parties informed each other of the completion of the required constitutional procedures, in accordance with article 27.

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.

6. The term “specified routes” means the routes described in the route schedule annexed to this Agreement.

7. The term “agreed services” means the international air services which may, in accordance with the provisions of this Agreement, be established on the specified routes.

8. The term “tariff” means the tariff, price and/or fee paid for the carriage of passengers and their baggage and/or cargo (with the exception of mail) on regular air services, charged by airlines, including their agents, and the conditions regulating the availability of such tariffs, prices or fees.

9. The term “annex” means the annexes to this Agreement or any other annex which has been amended in accordance with the provisions of article 22 of this Agreement.

Such annexes shall form an integral part of this Agreement.

Article 2

PROVISIONS OF THE CHICAGO CONVENTION APPLICABLE TO INTERNATIONAL AIR SERVICES

In applying this Agreement, the Contracting Parties shall comply with the provisions of the Convention insofar as those provisions are applicable to international air services.

Article 3

GRANTING OF RIGHTS

1. Each Contracting Party shall grant to the other Contracting Party the following rights in respect of all its scheduled and unscheduled international air services:

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

(b) The right to make stops for non-traffic purposes in the territory of the other Contracting Party.

2. Each Contracting Party shall grant 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 annexed to this Agreement. In operating agreed services on the specified routes, the airline designated by each Contracting Party shall enjoy, in addition to the rights specified in paragraph 1 of this article, the right to make stops in the territory of the other Contracting Party at the points indicated on the specified routes for the purpose of taking on and discharging passengers, freight or mail on mixed services or any cargo to or from the territory of the Contracting Party which designated it.

3. Nothing in this Agreement shall be interpreted as conferring on the designated airline of one Contracting Party the right to take on passengers, cargo or mail, in the territory of the other Contracting Party, for remuneration or hire, bound for another destination in the territory of that other Contracting Party.

4. For the application of the provisions of this article, each Contracting Party has the right to specify which routes should be followed over its territory and which airports may be used by the designated airline of the other Contracting Party. The designated airline of each Contracting Party shall receive treatment at least as favourable as that accorded to the designated airline of the other Contracting Party or any other airline providing similar international services.

Article 4

DESIGNATION AND AUTHORIZATION OF AIRLINES

1. Each Contracting Party shall have the right to designate to the other Contracting Party the airline which is to operate the agreed services on the specified routes. This designation shall be made through the diplomatic channel.

2. Upon receipt of the designation of an airline by one Contracting Party, and subject to the provisions of paragraphs 3 and 4 of this article, the aeronautical authorities of the other Contracting Party shall grant the necessary operating permits without delay to the airline which has been designated in accordance with the provisions of paragraph 1 of this article.

3. Each Contracting Party shall have the right to reject the designation provided for in 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 ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals.

4. In order to ensure fair and equal opportunities, the aeronautical authorities of one Contracting Party may require the designated airline of the other Contracting Party to show proof at any time that it is qualified to fulfil the provisions of this Agreement and the conditions prescribed under its laws and regulations in terms of the technical and financial ability to operate international air services.

5. Once an airline has been so designated and authorized, it may begin to operate the agreed services at any time, subject to observance of the other provisions of this Agreement.

Article 5

REVOCATION OR SUSPENSION OF OPERATING PERMITS

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

- It is not satisfied that ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals; or
- The airline is not complying with the laws or regulations of the Contracting Party granting those rights or is not able to fulfil the provisions of article 4, paragraph 4; or

— The airline fails to operate the agreed services in accordance with the conditions prescribed in this Agreement.

2. Unless revocation, suspension or imposition of the conditions referred to in paragraph 1 of this article is necessary immediately in order to prevent further infringements of the aforementioned laws and regulations or the provisions of this Agreement, this right shall be exercised only after consultations with the other Contracting Party. Such consultations shall be held within thirty (30) days following the date on which they were requested by one of the Contracting Parties, unless otherwise decided by joint agreement.

Article 6

PRINCIPLES GOVERNING THE OPERATION OF AGREED SERVICES

1. Each Contracting Party shall guarantee to the designated airlines of both Contracting Parties the possibility of enjoying fair and equitable opportunities in the operation of the agreed services envisaged in this Agreement. Each Contracting Party shall satisfy itself that its designated airline operates under conditions ensuring respect for this principle.

2. In operating the agreed services, each Contracting Party shall ensure that its designated airline takes into account the interests of the airline of the other Contracting Party so as not to affect unduly the services which the latter airline provides on all or part of the same route.

3. The agreed services provided by the designated airlines of the Contracting Parties must bear a close relationship to public demand on the specified routes and shall have as their primary objective the provision, at a reasonable load coefficient corresponding to the tariffs defined on the basis of the provisions of article 17 of this Agreement, of sufficient capacity to satisfy current demand and reasonable projections thereof for the carriage of passengers, cargo and mail so as to promote the orderly and economically balanced development of air services between the territories of the two Contracting Parties.

4. The capacity referred to above shall in principle be divided equally between the designated airlines of the two Contracting Parties operating the agreed services. Additional capacity if necessary may be supplied by the designated airline of one Contracting Party whenever the traffic requirements on the specified routes so warrant and, after agreement is reached between the designated airlines, shall be submitted to the aeronautical authorities of the other Contracting Party for approval.

Article 7

APPLICATION OF LAWS AND REGULATIONS

1. The laws, regulations and procedures of one Contracting Party relating to the entry into and exit from its territory of aircraft on international flights, or to the operation and navigation of such aircraft, shall be applied to the aircraft of the designated airline of the other Contracting Party, and such aircraft shall comply with them upon entry into, exit from or stay within the territory of the first Contracting Party.

2. The laws and regulations of one Contracting Party relating to the formalities for entry, clearance, transit, immigration, customs and quarantine shall apply to passengers, baggage, crew, cargo and mail carried by the aircraft of the designated airline of the other Contracting Party while within the territory of the first Contracting Party.

3. The above-mentioned laws and regulations shall be the same as those applied to national aircraft providing similar international services.

Article 8

CERTIFICATES OF AIRWORTHINESS, CERTIFICATES OF COMPETENCY AND LICENCES

1. Certificates of airworthiness and certificates of competency which have been issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the routes specified in annex I to this Agreement and the non-scheduled international air services described in annex II to this Agreement, provided that the requirements for issuing such certificates are no less strict than those established by the Convention.

2. However, each Contracting Party reserves the right to refuse to recognize as valid, for the purpose of flights over or stops in its own territory, certificates of competency and licences issued to its own nationals by the other Contracting Party or by a third State.

Article 9

FLIGHT SAFETY

1. Each Contracting Party shall take the necessary measures to ensure in its territory the operation of the agreed services under satisfactory flight safety conditions. It shall ensure that the airline which it has designated complies with these measures.

2. When one Contracting Party has reasonable grounds to believe that the other Contracting Party is not applying the said measures, the first Contracting Party may request immediate consultations with the other Contracting Party.

Article 10

CHARGES

1. The charges which the competent authorities may impose on the designated airlines for the use of public airports, safety and air navigation facilities, and other facilities controlled by the authorities, shall be fair, reasonable, non-discriminatory and equitably divided between the categories of users. They shall not be higher than those paid for the use of such airports and other facilities by any airline providing similar international air services.

2. These charges may reflect, but not exceed, an equitable share of the total cost borne by the competent authorities for making available airport, safety and air

navigation facilities and services. The facilities and services for which charges are levied shall be made available or provided on an efficient and economical basis.

The competent authorities of each Contracting Party shall notify the designated airline of the other Contracting Party of any substantial changes proposed in the charges three (3) months before the planned introduction of such changes. The competent authorities of each Contracting Party shall give the designated airline of the other Contracting Party reasonable notice of the decision to make the said changes before they take effect.

Each Contracting Party shall promote consultations between the competent authorities in its territory and the airlines using the services and facilities and shall encourage them to exchange information in the event of an increase in charges.

3. Furthermore, in respect of airports, facilities and services which are not controlled by the national authorities, each Contracting Party shall ensure that the competent authorities respect the obligations contained in the present article.

Article 11

CUSTOMS DUTIES AND CHARGES

1. Upon arrival in the territory of one Contracting Party, aircraft operated in international air services by the designated airline of the other Contracting Party, their standard equipment, ground equipment, fuel, lubricants, consumable technical supplies, spare parts including engines, aircraft stores including, but not limited to, food, beverages and alcohol, tobacco and other products to be sold to passengers or for consumption by the latter in limited quantities during the flight and other items intended for or used solely in conjunction with the operation or maintenance of aircraft which provide international air services shall be exempt, on a reciprocal basis, from all import restrictions, taxes on property rights and taxes on capital, customs duties, excise duties and similar duties and charges imposed by the national and local authorities, provided that such equipment and stores remain on board the aircraft.

2. The following shall also be exempt, on a reciprocal basis, from the taxes, duties, charges and dues envisaged in paragraph 1 of this article, with the exception of charges for services rendered:

(a) Aircraft stores imported into or provided in the territory of one Contracting Party and taken on board, within reasonable limits, for use on aircraft of the designated airline of the other Contracting Party engaged in international air services, upon departure from that territory, even when these aircraft stores are intended for use during the part of the flight which takes place over the territory of the Contracting Party in which they were taken on board;

(b) Ground equipment and spare parts, including engines, imported into the territory of one of the Contracting Parties for upkeep, maintenance or repair, loading or unloading of aircraft of the designated airline of the other Contracting Party used in international air services;

(c) Fuel, lubricants and consumable technical supplies imported into or provided in the territory of one Contracting Party to be used on aircraft of the designated airline of the other Contracting Party engaged in international air services, even when those supplies are intended for use during the part of the flight which

takes place over the territory of the Contracting Party in which they were taken on board;

(d) Commercial materials of all kinds including, but not limited to, tickets and information materials, including spare parts, needed for the activities of the designated airline of one Contracting Party in the territory of the other Contracting Party;

(e) Printed promotional materials including, but not limited to, timetables, brochures, printed matter, whether or not illustrated, imported into the territory of one Contracting Party and intended to be distributed free of charge as publicity for the designated airline of the other Contracting Party;

(f) Promotional items and souvenirs imported into the territory of one Contracting Party to be distributed free of charge.

3. The equipment and supplies referred to in paragraphs 1 and 2 of this article may be required to be kept under the supervision or control of the competent authorities.

4. The exemptions envisaged in this article shall also be granted if the designated airline of one Contracting Party has made a contract with another airline which also receives the same exemptions from the other Contracting Party, with a view to making available or transferring to the territory of the other Contracting Party the items specified in paragraphs 1 and 2 of this article.

Article 12

RELATIONS BETWEEN DESIGNATED AIRLINES

1. All commercial and technical matters which are not covered by this Agreement or other agreements between the Contracting Parties concerning the operation of services and the transportation of passengers, baggage, cargo and mail on the agreed services and matters relating to commercial cooperation, particularly the establishment of schedules, capacity in accordance with the provisions of article 6, paragraph 4, of this Agreement, frequency of flights and air tariffs shall be subject to agreement between the designated airlines of the Contracting Parties.

The agreement reached between the designated airlines and any amendments thereto shall be submitted to the aeronautical authorities of the Contracting Parties for approval.

Article 13

ADMINISTRATIVE PROCEDURES

1. Neither Contracting Party may impose on the designated airline of the other Contracting Party regulatory obligations which are incompatible with the purposes of this Agreement. Each Contracting Party undertakes to reduce to a minimum the administrative procedures imposed by national and local regulatory obligations, procedures and legislation.

2. The designated airline of one Contracting Party shall not be obliged to comply with administrative procedures or regulatory obligations which are greater than those imposed on the designated airline of the other Contracting Party by the latter for carrying out similar international air services.

Article 14

COMMERCIAL REPRESENTATION OF DESIGNATED AIRLINES

1. Each Contracting Party shall grant the designated airline of the other Contracting Party, on a basis of reciprocity, the right to maintain in its own territory the technical, operational, administrative and commercial or other services necessary for its operation.

2. The designated airline of each Contracting Party shall be entitled, in conformity with the laws and regulations of the other Contracting Party regarding entry, stay and employment, to bring into and retain in the territory of the other Contracting Party its own managerial, commercial, technical, operational and other specialized personnel needed for the provision of air services.

3. The designated airline of each Contracting Party shall be entitled, in accordance with the laws and regulations in force, to establish offices in the territory of the other Contracting Party in order to promote air services.

4. Subject to the provisions of annex III and on the basis of reciprocity, the designated airline of one Contracting Party shall be authorized, in the territory of the other Contracting Party, to conduct in local currency or in any other freely convertible currency, on its own travel or transport documents, the sale of passenger or cargo air services either in its own offices or, at its choice, through freely chosen accredited agents.

The designated airline of one Contracting Party shall be authorized, to this end, to hold a bank account in its own name in the territory of the other Contracting Party, in local currency and/or in any freely convertible currency, at its choice.

5. Each Contracting Party, on the basis of reciprocity, shall accord to representatives of the designated airline of the other Contracting Party the right of free access to the airport, the areas involved in aircraft operations, and the crew and passengers of the designated airline.

6. Moreover, each Contracting Party shall authorize the entry into its territory, for short periods not exceeding ninety (90) days, of personnel required by the designated airline of the other Contracting Party for the normal performance of its operations.

7. The Contracting Parties shall ensure that passengers, whatever their nationality, who purchase tickets for travel carried out on the agreed services, have free choice of carrier and the freedom to purchase tickets in local currency or in freely convertible currency for the agreed services and for their domestic continuation in the territory of destination. These principles shall apply also to the transport of cargo.

Article 15

TRANSIT SERVICES

1. The designated airline of one Contracting Party shall in principle entrust the designated airline of the other Contracting Party with providing transit services in the territory of the other Contracting Party.

It shall receive equivalent services to those provided to airlines offering similar international air services.

2. Charges for assistance shall be negotiated on the basis of the actual costs in each country and the quantitative and qualitative characteristics of the services respectively offered; they may be reviewed only with thirty (30) days' notice.

Article 16

TRANSFER OF SURPLUS REVENUE

1. The designated airline of each Contracting Party, on a basis of reciprocity, shall be entitled to convert and transfer to its own country, upon request, any surplus revenue over local expenditure. The conversion and transfer shall be authorized rapidly, without restriction or taxation, at the official exchange rate applicable to the transaction and transfer at the time when the request was made.

2. Such conversions and transfers shall be effected in accordance with the respective national laws and regulations in force in the territory of each Contracting Party to the extent that the said laws and regulations are compatible with the provisions of paragraph 1 of this article.

3. Notwithstanding the provisions of paragraph 1 of this article, the designated airline of one Contracting Party shall have the option of using all or part of its surplus revenue in local currency in the territory of the other Contracting Party for payment in local currency of all the expenses incurred as a result of its operations as carrier and the ground charges directly related to air transport.

4. Where transfers between the Contracting Parties are governed by a special agreement, that agreement shall apply.

Article 17

TARIFFS

1. The tariffs applied by the designated airline of one Contracting Party for the transport of traffic to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being had to all relevant factors, including all operating costs, reasonable profit, and the tariffs of other airlines.

The aeronautical authorities of the two Contracting Parties shall ensure respect for the criteria defined above.

2. If the aeronautical authorities of one Contracting Party consider that one or more of the tariffs applied by the designated airline of the other Contracting Party do not correspond to the criteria defined in paragraph 1 of this article, they may, without prejudice to the application of the provisions of article 5, request consultations on the subject with the aeronautical authorities of the other Contracting Party. These consultations must be held within thirty (30) days following such request.

3. The tariffs referred to in paragraph 1 of this article shall, if possible, be established by agreement between the designated airlines of the Contracting Parties, in consultation with other airlines operating over all or part of the same route.

4. The tariffs so agreed shall be submitted to the aeronautical authorities of the two Contracting Parties for their express approval at least thirty (30) days before the date on which they are to go into effect. In special cases, this waiting period may be reduced by agreement between the said authorities.

5. If tariffs cannot be established in accordance with the provisions of paragraph 3 of this article, or if 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 the provisions of paragraph 3 of this article, the aeronautical authorities of the two Contracting Parties shall endeavour to determine the tariffs by mutual agreement.

6. If the aeronautical authorities of the two Contracting Parties are unable to agree on or approve the tariffs submitted to them in accordance with paragraph 4 of this article, or to establish the tariffs in accordance with paragraph 5 of this article, the dispute shall be settled in accordance with the provisions of article 23 of this Agreement.

7. The tariffs established in accordance with the provisions of this article shall remain in effect until new tariffs have been established. However, the validity of tariffs may not be extended by virtue of this paragraph for a period of more than twelve (12) months from the date on which they had been scheduled to expire.

Article 18

APPROVAL OF PROGRAMMES

1. The operating programme of the designated airline of each Contracting Party shall be submitted to the aeronautical authorities of the other Contracting Party for approval.

2. This programme shall be transmitted at least thirty (30) days before the start of operations and shall include the schedules, frequency of service and type and configuration of aircraft used.

3. Any subsequent modification shall be submitted to the aeronautical authorities of the other Contracting Party for approval.

Article 19

TRANSIT

1. Passengers in transit across the territory of a Contracting Party shall be subject to simplified control.

2. Baggage and goods in transit across the territory of a Contracting Party shall be exempt from all customs duties, inspection costs and similar charges.

Article 20

STATISTICS

1. The aeronautical authorities of one Contracting Party shall provide to the aeronautical authorities of the other Contracting Party, at their request, statistics or other similar information on the operation of the agreed services.

Article 21

AIR SAFETY

1. In keeping with their rights and obligations under international law, the Contracting Parties affirm that their obligation in their mutual relations to protect the safety of civil aviation from acts of unlawful interference forms an integral part of this Agreement.

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

3. 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 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971,³ and with the provisions of the agreements in force between the Contracting Parties.

4. The Contracting Parties shall, in their mutual relations, act in conformity with the air safety provisions and, to the extent that they apply them, the recommended practices established by the International Civil Aviation Organization and designated as annexes to the Convention on International Civil Aviation; they shall require that operators that have their principal place of business or permanent residence in their territory and the operators of airports situated in their territory act in conformity with air safety provisions. In the present paragraph, the reference to air safety provisions shall include any discrepancy reported by the Contracting Party concerned. Each Contracting Party shall first inform the other Contracting Party of its intention to report any discrepancy concerning the said provisions.

5. Each Contracting Party agrees that its airlines may be required to observe the air safety provisions referred to in paragraph 4 and prescribed by the other Contracting Party, in accordance with article 7 of this Agreement, for entry into, exit from or stay within the territory of that other Contracting Party. Each Contracting Party shall ensure that effective measures are applied within its territory to protect aircraft, inspect passengers and their carry-on items, and carry out appropriate checks of crew, cargo and aircraft stores prior to and during boarding or loading.

Each Contracting Party shall also give favourable consideration to any request from the other Contracting Party for the adoption of reasonable special security measures in connection with a specific threat.

6. In the event of an incident or threat of an incident of unlawful seizure of aircraft or other unlawful act directed against the safety of passengers, crew, aircraft, airports or air-navigation facilities, the Contracting Parties shall assist each other by facilitating communications and by other appropriate measures intended to put a rapid and safe end to such incident or threat of an incident.

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).

7. When one Contracting Party has reasonable grounds to believe that the other Contracting Party has deviated from the air safety provisions envisaged in this article, the first Contracting Party may request immediate consultations with the other Contracting Party. Without prejudice to the provisions of article 5, failure to reach a satisfactory agreement within fifteen (15) days from the date of receipt of such request for consultations shall constitute grounds for the suspension of the rights of the two Contracting Parties under this Agreement within a period of ninety (90) days. If such action is justified by an emergency posing a direct and exceptional threat to the safety of the passengers, crew or aircraft of one Contracting Party, and if the other Contracting Party has not adequately fulfilled the obligations incumbent on it under the terms of paragraph 4 or paragraph 5 of this article, a Contracting Party may immediately take appropriate interim measures of protection to deal with the threat. Any measure taken in accordance with the present paragraph shall be discontinued as soon as the other Contracting Party complies with the provisions of this article.

Article 22

AMENDMENTS AND MODIFICATIONS

1. In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other as necessary with a view to ensuring that the provisions of this Agreement and its annexes are applied and satisfactorily carried out.

2. The provisions of this Agreement or of its annexes may be amended either by an exchange of correspondence, or through consultations. Such consultations shall begin as soon as possible and within a period of less than sixty (60) days from the date on which the other Contracting Party received the request, unless otherwise decided by mutual agreement.

3. If either Contracting Party wishes to amend the provisions of an annex to this Agreement, the exchange of correspondence or the consultations envisaged in paragraph 2 of this article shall take place between the aeronautical authorities of the Contracting Parties.

4. Amendments to this Agreement and to its annexes which are accepted by the Contracting Parties in conformity with the provisions of paragraphs 2 and 3 of this article shall enter into force provisionally on the date of their signature and shall be confirmed through an exchange of diplomatic notes.

Article 23

SETTLEMENT OF DISPUTES

1. If a dispute arises between the Contracting Parties concerning the interpretation or application of this Agreement, the Contracting Parties shall first endeavour to settle it by direct negotiations.

2. If the Contracting Parties fail to reach a settlement by means of negotiation, they may refer the dispute to a person or body agreed upon between them or, at the request of either Contracting Party, to a tribunal composed of three arbitrators for a decision. Each Contracting Party shall appoint one arbitrator, while the third arbitrator, who may not be a national of either Contracting Party, shall be selected by the other two arbitrators and shall act as President of the tribunal.

Each Contracting Party shall appoint its arbitrator within sixty (60) days from the date of transmittal by either Contracting Party of a diplomatic note requesting the arbitration of a dispute; the third arbitrator shall be selected within sixty (60) days following the appointment of the first two arbitrators. If either Contracting Party fails to appoint its arbitrator within sixty (60) days or if agreement on the selection of the third arbitrator has not been reached within the period envisaged above, the President of the Council of the International Civil Aviation Organization may be requested by one of the Parties to make the necessary appointments.

3. The Contracting Parties shall comply with any decision rendered under paragraph 2 of this article.

4. Whenever one Contracting Party fails to comply with the decision rendered under paragraph 2 above and as long as such non-compliance continues, the other Contracting Party may limit, suspend or revoke the exercise of the rights or privileges granted under this Agreement to the Contracting Party in default.

Article 24

COMPATIBILITY WITH MULTILATERAL CONVENTIONS

This Agreement and its annexes shall be amended so as to conform to any future multilateral convention which is binding on both Contracting Parties.

Article 25

DENUNCIATION

Either Contracting Party may at any time notify the other Contracting Party through the diplomatic channel that it denounces this Agreement. Such notification shall be transmitted simultaneously to the International Civil Aviation Organization. In such case, the Agreement shall terminate twelve (12) months after the date of receipt of the notification by the other Contracting Party, unless such notification is withdrawn by mutual agreement before the expiry of this period. If the other Contracting Party fails to acknowledge receipt, the notification shall be deemed to have been received fifteen (15) days after its receipt by the International Civil Aviation Organization.

Article 26

REGISTRATION WITH THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

This Agreement and its annexes shall be registered with the International Civil Aviation Organization.

Article 27

ENTRY INTO FORCE

Each Contracting Party shall notify the other that it has completed the constitutional procedures required for the entry into force of this Agreement, which shall take effect on the date of receipt of the second such notification. The provisions of this Agreement shall apply provisionally on the date of its signature.

IN WITNESS WHEREOF the representatives of the two Governments, being duly authorized thereto, have signed this Agreement.

DONE at Kiev, on 3 May 1994, in duplicate, in the French and Ukrainian languages, both texts being equally authentic.

For the Government
of the French Republic:

ALAIN LAMASSOURE

For the Government
of Ukraine:

OREST KLIMPOUCH

ANNEX I

ROUTE SCHEDULE

1. Route which may be served by the French designated airline:

From Paris via an intermediate point (1) to Kiev and another point in Ukraine (2) and a further point in the Commonwealth of Independent States (1).

(1) Without traffic rights between these points and Kiev and the other point in Ukraine.

(2) This point shall be determined by agreement between the aeronautical authorities of the Contracting Parties.

2. Route which may be served by the Ukrainian designated airline:

From Kiev via an intermediate point (3) to Paris and another point in metropolitan France (4) and a further point in Western Europe (3).

(3) Without traffic rights between these points and Paris and the other point in metropolitan France.

(4) This point shall be determined by agreement between the aeronautical authorities of the Contracting Parties.

Note: The designated airline of each Contracting Party may, at its option, on all or part of its services:

— Omit stops at one or more points on the specified routes,

— Terminate its flights in the territory of the other Contracting Party or beyond,

provided that the services depart from or arrive in the territory of the Contracting Party which designated the airline.

ANNEX II

CHARTER AIR SERVICES

1. Charter air services may be authorized between the territories of the Contracting Parties as the need arises.

2. The airlines operating charter air services shall be required to respect the principles of the Agreement and in particular to comply with the provisions of articles 4, 5, 7, 8, 9, 10, 11, 13 and 22.

The Contracting Parties shall ensure that these provisions are complied with. When a Contracting Party believes that these provisions have not been complied with, it may review the authorizations which have been granted.

3. The airlines operating charter air services shall comply with the laws, regulations and rules applied in the territory of the Contracting Party from which the traffic originates, including those applied to round-trip charter flights, as stipulated by that Contracting Party currently or subsequently as applying to that type of transportation.

4. The capacity offered on charter air services shall in principle be divided equitably between the airlines of the Contracting Parties.

5. So as not to impede the agreed services on the specified routes, charter air services may be authorized only between airports which are not served by the airlines which have been designated to operate scheduled services. An airport shall be considered as not served if it is at a distance of more than 200 km from an airport receiving scheduled services.

In all cases, charter air services shall be subject to prior consultations with the designated airlines operating scheduled services.

6. Charter air services shall be subject to the prior approval of the aeronautical authorities of the two Contracting Parties, and the appropriate requests shall be submitted pursuant to the modalities in force in the territory of each Contracting Party.

7. The airlines operating charter air services may not carry passengers and cargo on the same flight.

ANNEX III

Notwithstanding the provisions of article 14, paragraph 4, of this Agreement, and so long as the aeronautical authorities of the two Contracting Parties have not noted, by joint agreement, that the reciprocal conditions of market access throughout their respective territories are truly equivalent, the sales arrangements envisaged in the above-mentioned paragraph for the designated airline of one Contracting Party in the territory of the other Contracting Party shall be limited, initially, to the sale on its own travel or transport documents in its offices, in Kiev, in the case of the designated French airline, and in Paris, in the case of the designated Ukrainian airline, to the exclusion of all neutral issuing systems.

With a view to the expansion of such arrangements, the Contracting Parties have agreed that the designated airlines should study the feasibility of their each having, on a temporary basis, in the territory of the other Contracting Party, a limited number of sales outlets in addition to those specified above. The subsequent agreement that will be concluded between the designated airlines shall be subject to the approval of the aeronautical authorities of the Contracting Parties.
