

AIR SERVICES AGREEMENT

BETWEEN THE AUSTRIAN FEDERAL GOVERNMENT AND THE GOVERNMENT OF THE UNITED ARAB EMIRATES

The Austrian Federal Government and the Government of the United Arab Emirates, hereinafter referred to as "the Contracting Parties", being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the 7th of December 1944;

Desiring to organize, in a safe and orderly manner, international air services and to promote in the greatest possible measure international cooperation in respect of such services; and

Desiring to establish an Agreement to foster the development of air services between and beyond their territories,

Have agreed as follows:

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ARTICLE 1

DEFINITIONS

For the purpose of the present Agreement:

a) The term "aeronautical authorities" means, in the case of the Austrian Federal Government the Ministry for Climate Action, Environment, Energy, Mobility, Innovation and Technology and in the case of the Government of the United Arab Emirates, the General Civil Aviation Authority or, in both cases, any person or body authorised to perform any functions at present exercised by the said authorities or similar functions;

b) The term "agreed services" means scheduled international air services on the route(s) specified in the Annex to this Agreement for the transport of passengers, baggage, cargo and mail, separately or in combination; in accordance with Article 12 of this Agreement.

c) The term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, including any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 (a) thereof, so far as those Annexes and amendments are effective for both Contracting Parties;

d) The term "Annex" means the Annex to this Agreement, including any modifications made thereto in accordance with this Agreement. The Annex forms an integral part of the Agreement and all references to the Agreement shall include reference to the Annex except where otherwise provided;

e) The term "capacity" in relation to agreed services means the available payload of the aircraft used on such services, multiplied by the frequency operated by such aircraft over a given period on a route or section of a route;

f) The terms "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings assigned to them in Article 96 of the Convention;

g) The term "designated airline" means any airline, which has been designated and authorised in accordance with Article 3 of this Agreement;

h) The term "intermodal transport" means the public carriage by aircraft and by one or more surface modes of transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;

i) The term "price" means air fares and/or rates to be paid for the carriage of passengers, baggage, cargo and mail and the conditions (including special conditions for the carriage of mail, if any) under which those prices apply. (This definition covers, where applicable, the surface transport in connection with international air transport, and the conditions to which their application is subject);

j) The term "self-handling" means a situation in which the airport user directly provides for itself one or more categories of ground handling services and concludes no contract of any description with a third party for the provision of such services; for the purpose of this definition, among themselves airport users shall not be deemed to be third parties where:

a) one holds the majority in the other, or

b) a single body has a majority holding in each;

k) The term "specified route" means a route specified in the Annex to this Agreement;

l) The term "territory" has the meaning assigned to it in Article 2 of the Convention;

m) The term "user charges" means a charge made to airlines (for aircraft, their crews, passengers, baggage, cargo and mail as applicable) by the competent charging authorities or permitted by them to be made for the provision of airport infrastructure, airport environmental, air navigation, or aviation security facilities or services, including related services and facilities.

n) References in this Agreement to nationals of the Republic of Austria shall be understood as referring to nationals of European Union Member States;

o) References in this Agreement to airlines of the Republic of Austria and the United Arab Emirates shall be understood as referring to airlines designated by the Republic of Austria and the United Arab Emirates, respectively;

p) References in this Agreement to the “EU Treaties” shall be understood as referring to the Treaty on European Union and the Treaty on the Functioning of the European Union;

q) References in this Agreement to the “European Free Trade Association” shall be understood as referring to its Member States Iceland, Liechtenstein, Norway and Switzerland.

ARTICLE 2

GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of operating scheduled international air services on the routes specified in the Annex to this Agreement.

2. Subject to the provisions of this Agreement the airlines designated by each Contracting Party shall enjoy, while operating the agreed services on the specified routes, the following rights:

a) The right to fly across the territory of the other Contracting Party without landing, and

b) The right to make stops in its territory for non-traffic purposes.

c) The right to make stops in the territory of the other Contracting Party at the points specified in the Annex for the purpose of taking on board and disembarking passengers, baggage, cargo including mail, separately or in combination.

3. The grant of traffic rights pursuant to paragraph (2) above does not include the grant of the right to carry passengers, baggage, cargo and mail between points in the territory of the Contracting Party granting the rights and points in the territory of a third country or vice versa ("fifth freedom" rights). Fifth freedom traffic rights shall be granted only on the basis of a prior agreement between the aeronautical authorities of both Contracting Parties as per the Annex.

4. Nothing in paragraph (2) shall be deemed to confer on the airlines designated by one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers, baggage and cargo including mail for remuneration or hire and destined for another point in the territory of that other Contracting Party ("cabotage").

5. If because of armed conflict, political disturbances or developments or special and unusual circumstances a designated airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary arrangement of routes as is mutually decided by the Contracting Parties.

6. The designated airlines shall have the right to use all airways, airports and other facilities provided by the Contracting Parties on a non-discriminatory basis.

ARTICLE 3 DESIGNATION AND REVOCATION

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline or airlines for the purpose of operating the agreed services on the specified routes and to withdraw the designation of any airline or to substitute another airline for one previously designated.

2. Such designation shall be effected by virtue of written notification between the aeronautical authorities of both Contracting Parties via the diplomatic channels.

3. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to prove that it is qualified to fulfill the conditions prescribed under the laws and regulations applied to the operation of international air services by the said authorities in conformity with the provisions of the Convention.

4. On receipt of such a designation, the other Contracting Party shall grant the appropriate authorizations and permissions with minimum procedural delay, provided:

a) In the case of an airline designated by the Republic of Austria:

- (i)** it is established in the territory of the Republic of Austria under the EU Treaties and has a valid Operating Licence in accordance with European Union law; and
- (ii)** effective regulatory control of the airline is exercised and maintained by the European Union Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation; and
- (iii)** the airline is owned directly or through majority ownership, and it is effectively controlled, by Member States of the European Union or States of the European Free Trade Association and/or by nationals of such states; and
- (iv)** the airline has its principal place of business in the Republic of Austria (or in the Member State from which it has received the valid Operating Licence).

b) In the case of an airline designated by the United Arab Emirates:

- (i) it is established in the territory of the United Arab Emirates and has a valid Operating Licence in accordance with the applicable law of the United Arab Emirates; and
- (ii) the United Arab Emirates exercises and maintains effective regulatory control of the airline and is responsible for issuing its Air Operator's Certificate; and
- (iii) the airline is owned directly or through majority ownership and it is effectively controlled by the United Arab Emirates and/or by its nationals.

5. Either Contracting Party may refuse, revoke, suspend or limit the operating authorization or technical permissions of an airline designated by the other Contracting Party where:

a) In the case of an airline designated by the Republic of Austria:

- (i) it is not established in the territory of the Republic of Austria under the EU Treaties or does not have a valid Operating Licence in accordance with European Union law; or
- (ii) effective regulatory control of the airline is not exercised or not maintained by the European Union Member State responsible for issuing its Air Operator's Certificate, or the relevant aeronautical authority is not clearly identified in the designation; or
- (iii) the airline is not owned, directly or through majority ownership, or it is not effectively controlled by Member States of the European Union or the European Free Trade Association and/or by nationals of such States; or
- (iv) the airline does not have its principal place of business in the Republic of Austria/in the Member State from which it received the Operating Licence; or
- (v) the air carrier holds an Air Operator's Certificate issued by another European Union Member State and it can be demonstrated that by exercising traffic rights under this Agreement on a route that

includes a point in that other European Union Member State, including the operation of a service which is marketed as, or otherwise constitutes a through service, it would in effect be circumventing restrictions on traffic rights imposed by a bilateral air service agreement between the United Arab Emirates and that other European Union Member State; or

- (vi) the air carrier holds an Air Operator's Certificate issued by an European Union Member State and there is no bilateral air services agreement between the United Arab Emirates and that European Union Member State, and it can be demonstrated that the necessary traffic rights to conduct the proposed operations are not reciprocally available to the air carrier(s) designated by the United Arab Emirates.

b) In the case of an airline designated by the United Arab Emirates

- (i) it is not established in the territory of the United Arab Emirates or does not have a valid Operating Licence in accordance with the applicable law of the United Arab Emirates; or
- (ii) effective regulatory control of the airline is not exercised or not maintained by the United Arab Emirates or the United Arab Emirates is not responsible for issuing its Air Operator's Certificate; or
- (iii) the airline is not owned directly or through majority ownership or it is not effectively controlled by the United Arab Emirates and/or by its nationals.

6. When an airline has been so designated and authorized in accordance with this Article, it may at any time begin to operate the agreed services, in accordance with the provisions of this Agreement.

7. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above or unless safety or security requires action in

accordance with the provisions of Article 13 (Safety) or Article 14 (Security), the rights enumerated in paragraph 5 of this Article shall be exercised only after consultations between the aeronautical authorities in conformity with Article 18 (Consultations) of this Agreement.

ARTICLE 4

APPLICABILITY OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party shall apply to the navigation and operation of the aircraft of the airlines designated by the other Contracting Party during entry into, flying over, stay in and departure from the territory of the first Contracting Party.

2. The laws and regulations of one Contracting Party governing entry into, stay in and departure from its territory of passengers, baggage, crew, cargo and mail such as formalities regarding entry, exit, emigration, immigration, customs, health and quarantine shall apply to passengers, baggage, crew, cargo and mail carried by aircraft of the airlines designated by the other Contracting Party whilst they are within the said territory.

3. Each Contracting Party shall permit, on its territory, the designated airlines of the other Contracting Party to take measures (e.g. the deployment of document specialists) to ensure that only persons are carried, who fulfil the necessary conditions for entry into or transit through the territory of the other Contracting Party and are in possession of the required travel documents.

4. Each Contracting Party shall, upon request, supply to the other Contracting Party copies of the relevant laws and regulations referred to in this Article.

5. Neither Contracting Party may grant any preference to its own or any other airline(s) over the designated airlines of the other Contracting Party in the application of the laws, regulations and procedures provided for in this Article.

ARTICLE 5
EXEMPTION FROM CUSTOMS AND OTHER DUTIES

1. Aircraft operated on international services by the airline(s) designated by each Contracting Party, as well as their regular equipment, supplies of fuel and lubricants and the aircraft stores (including food, beverages, liquors and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2. In addition, the following shall also be exempt from the same duties and taxes with the exception of charges corresponding to the service performed:

- a) aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the appropriate authorities of said Contracting Party, and for use on board the aircraft engaged on a specified route of the other Contracting Party;
- b) spare parts, engines and ground equipment entered into the territory of either Contracting Party for the maintenance or repair of aircraft used on a specified route by the designated airline(s) of the other Contracting Party;
- c) fuel and lubricants and consumable technical supplies destined to supply aircraft operated on a specified route by the designated airline(s) of the other Contracting Party, even if these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board;
- d) printed matter, including printed material bearing the insignia of the air carrier and usual publicity and promotional materials distributed free of charge by the air carrier, as provided for by the customs legislation of each Party, introduced into for use or distribution in the territory of the other Party, or supplied in the territory of one Party and taken on board for use on outbound aircraft of an air carrier of the other Party engaged

in international air transport, even when these stores are to be used on a part of the journey performed over the said territory; and

- e) staff uniforms, computers and ticket printers for reservation and ticketing, intended for use by an air carrier of one Party in the territory of the other Party provided they are imported temporarily into the territory of the other Party and re-exported within a maximum period of 24 months.

Materials referred to in sub-paragraphs (a), (b), (c), (d) and (e) of this paragraph may be required to be kept under customs supervision or control.

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

4. The exemptions provided by this Article shall also be available where the designated airline(s) of one Contracting Party have contracted with another air carrier, which similarly enjoys such exemptions from the other Party, for the loan or transfer in the territory of the other Party of the items specified in paragraphs 1 and 2 of this Article.

ARTICLE 6

TAXATION

1. Profits from the operation of aircraft in international traffic shall be taxable only in the territory of the Contracting Party in which the place of effective management of the enterprise is situated.

2. Capital represented by aircraft operated in international traffic and by movable property pertaining to the operation of such aircraft shall be taxable only in the

territory of the Contracting Party in which the place of effective management of the enterprise is situated.

3. Where a special Agreement for the avoidance of double taxation with respect to taxes on income and on capital exists between the Contracting Parties, the provisions of the latter shall prevail.

ARTICLE 7

USER CHARGES

1. Each Party shall ensure that user charges that may be imposed by its competent charging authorities or bodies on the air carriers of the other Contracting Party for the use of air navigation and air traffic control, airport infrastructure, aviation security and related facilities and services shall be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users. These charges may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport and aviation security facilities and services at that airport or within that airport's system. These charges may include a reasonable return on assets, after depreciation. Facilities and services for which user charges are made shall be provided on an efficient and economic basis. In any event, these charges shall be assessed on the air carriers of the other Party on terms not less favourable than the most favourable terms available to any other air carrier at the time the charges are assessed.

2. Each Contracting Party shall encourage consultations between the competent charging authorities or bodies in its territory and the air carriers and/or their representative bodies using the services and facilities, and shall encourage that the competent charging authorities or bodies and the air carriers or their representative bodies exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs 1 and 2 of this Article. Each Contracting Party shall ensure that the competent charging authorities or bodies provide users with reasonable notice of any proposal

for changes in user charges to enable those authorities to consider the views expressed by the users before changes are made.

3. Neither Party shall be held, in dispute resolution procedures pursuant to Article 20 (Settlements of Disputes) of this Agreement, to be in breach of a provision of this Article, unless:

- a) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Contracting Party within a reasonable amount of time; or
- b) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

ARTICLE 8

TRAFFIC IN DIRECT TRANSIT

Passengers, baggage and cargo including mail in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall be exempt from custom duties, charges and other similar taxes.

ARTICLE 9

RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licences issued or validated in accordance with the laws and regulations of one Contracting Party, including, in the case of the Republic of Austria, European Union laws and regulations, and unexpired shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services, provided always that such certificates or licences were issued or validated, equal or above the minimum standards established under the Chicago Convention.

2. Paragraph 1) also applies with respect to an airline designated by the Republic of Austria whose regulatory control is exercised and maintained by another European Union Member State.

3. Each Contracting Party, however, reserves the right to refuse to recognise, for flights above its own territory, certificates of competency and licences granted or validated to its own nationals by the other Contracting Party or by any other State.

ARTICLE 10

PRICING

1. Each Contracting Party shall allow prices for scheduled air services to be freely established by each airline based upon its commercial considerations in the marketplace.

2. Intervention by the Contracting Parties shall be limited to:

a) prevention of unreasonably discriminatory prices or practices whose sustained application constitutes anti-competitive behaviour, which has or is likely or intended to have the effect of crippling a competitor or excluding a competitor from a specified route;

b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position or to concerted practices among air carriers; and

c) protection of airlines from prices that are artificially low.

3. Prices for scheduled international air services between the territories of the Contracting Parties shall not be required to be filed. Notwithstanding the foregoing, the designated airlines of the Contracting Parties shall, on request, provide information on historical and existing prices, as available, to the aeronautical authorities of the Contracting Parties.

ARTICLE 11

COMMERCIAL REPRESENTATION AND OPPORTUNITIES

1. Air carrier representation

The airlines designated by each Contracting Party shall be allowed:

- a)** To establish in the territory of the other Contracting Party offices for the promotion of air transportation and sale of air tickets, ancillary services as well as, in accordance with the legislation of such other Contracting Party, other facilities required for the provision of air transportation;
- b)** to bring in and maintain in the territory of the other Contracting Party – in accordance with the legislation of such other Contracting Party relating to entry, residence and employment – managerial, sales, technical, operational and other specialist staff required in connection with the provision of air transportation;
- c)** these staff requirements may, at the option of the designated airlines, be satisfied by their own personnel of any nationality or by using the services of any other organisation, company or airline operating in the territory of the other Contracting Party and authorised to perform such services in the territory of that Contracting Party.
- d)** the representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party. Consistent with such law and regulations, each Contracting Party shall grant the necessary work permits, national employment visas, residence permits or other similar documents, if applicable, as soon as possible to the representatives and staff referred to in paragraph 1 of this Article, if all conditions are met; and
- e)** the competent authorities of each Contracting Party will take all necessary steps to ensure that the representation of the airlines designated by the other Contracting Party may exercise their activities in an orderly manner.

2. Sales, Conversion and transfer of funds and revenues

- a)** Any air carrier of each Contracting Party may engage in the sale of air transportation and related ancillary services in the territory of the other

Contracting Party directly and/or, at its discretion, through its sales agents, other intermediaries appointed by the air carrier, through another air carrier or through the internet. Each air carrier shall have the right to sell such transportation and related ancillary services, and any person shall be free to purchase such transportation and ancillary services, in the currency of that territory or in freely convertible currencies in accordance with the local currency legislation.

b) Each air carrier shall have the right to convert into freely convertible currencies and remit local revenues from the territory of the other Contracting Party to its home territory or to the country or countries of its choice according to the applicable regulations and legislations. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof at the official exchange rate applicable to current transactions and remittance on the date the air carrier makes the initial application for remittance. Where there is no official exchange rate, such conversion and remittance shall be effected on the basis of the prevailing foreign exchange market rates.

c) The air carriers of each Contracting Party shall be permitted to pay for local expenses, including airport charges and purchases of fuel, in the territory of the other Party in local currency. At their discretion, the air carriers of each Contracting Party may pay for such expenses in the territory of the other Contracting Party in freely convertible currencies in accordance with local currency legislation.

3. Ground Handling

Each designated airline shall have the right to provide its own ground handling services ("self-handling") in the territory of the other Contracting Party or otherwise to contract these services out ("third party-handling"), in full or in part, at its option, with any of the suppliers authorised for the provision of such services. Where or as long as the laws and regulations applicable to ground handling in the territory of one Contracting Party prevent or limit either the freedom to contract these services out or self-handling, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

4. Leasing

In accordance with the relevant national laws and regulations of both Contracting Parties, the designated airlines of each Contracting Party shall be entitled to provide the agreed services using aircraft with or without crew leased from any lessor, including from third countries, provided that all participants in such arrangements meet the conditions prescribed under the laws and regulations normally applied by the Contracting Parties to such arrangements.

5. Code Share

In operating or holding out services under this Agreement, any designated airline of a Contracting Party may enter into cooperative marketing arrangements, such as code-sharing arrangements with:

- a)** any air carrier or carriers of the Contracting Parties; and
- b)** any air carrier or carriers of a third country; and
- c)** any surface (land or maritime) transport provider;

provided that (i) all carriers involved hold the appropriate authority in terms of routing rights or traffic rights, and (ii) the arrangements meet the requirements normally applied to such arrangements. In respect of passenger transport sold involving codeshares, the purchaser shall be informed at the point of sale, or in any case before boarding, which transport providers will operate each sector of the service.

The designated air carrier(s) of each Contracting Party may also offer code share services between any point(s) in the territory of the other Contracting Party, provided that such services are operated by an air carrier or carrier(s) that hold the appropriate authority.

Stopover rights may be exercised by the marketing carriers on any code-shared services.

6. Intermodal transport

Subject to the laws and regulations of each Contracting Party, the designated airlines of each Contracting Party shall be permitted to employ, in connection with air transport, any intermodal transport to or from any points in the territories of the Contracting Parties or third countries. Airlines may elect to perform their own intermodal transport or to provide it through arrangements, including code share, with other modes of transport. Such intermodal services may be offered as a through service and at a single price for the air and intermodal transport combined, provided that passengers and shippers are informed as to the providers of the transport involved.

7. Servicing, Maintenance, or Repair of aircraft

Each designated airline shall have the right to provide its own servicing, maintenance, or repair of aircraft in the territory of the other Contracting Party or otherwise to contract these services out, in full or in part, at its option, with any of the suppliers authorised for the provision of such services and licensed at the given airports. Servicing and defect rectification can also be performed for airlines where:

- a) one holds the majority in the other, or
- b) a single body has a majority holding in each.

ARTICLE 12

PRINCIPLES GOVERNING OPERATIONS OF AGREED SERVICES

1. Each Contracting Party shall allow fair and equal opportunity for the designated airlines of both Contracting Parties to compete freely in providing the international air transport governed by this Agreement.

2. Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the agreed services it offers on the specified routes based upon its commercial considerations in the marketplace as agreed from time to time between the Aeronautical Authorities of both Contracting Parties. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the airlines designated by the other Contracting Party, except as may be required for customs,

technical, operational, air traffic management safety, environmental or health protection reasons under uniform conditions consistent with Article 15 of the Convention.

3. Airlines designated by a Contracting Party may be required to submit their flight schedules for approval to the aeronautical authorities of the other Contracting Party at least thirty (30) days before the proposed date of their introduction. The same procedure shall apply to any modification thereof. In special cases this time limit may be reduced subject to the consent of the said authorities.

4. Neither Contracting Party shall allow its designated airline or airlines, either in conjunction with any other airline or airlines or separately, to abuse market power in a way which has or is likely or intended to have the effect of severely weakening a competitor or excluding a competitor from a route specified under this Agreement.

5. Each Contracting Party shall take all appropriate action within its jurisdictions to eliminate all forms of discrimination and anti-competitive or predatory practices in the exercise of the rights and entitlements set out in this Agreement.

ARTICLE 13

SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of that request.

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take

appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of paragraph 5 of Article 3 (Designation and Revocation) of this Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the designated airlines of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called “ramp inspection”), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives rise to:

a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, or

b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

The Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by or on behalf of the airline or airlines of one Contracting Party

in accordance with paragraph 3 of this Article is denied by a representative of that airline or airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 of this Article arise and draw the conclusions referred in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of the airline operation.

7. Any action by one Contracting Party in accordance with paragraphs 2 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist.

8. Where the Republic of Austria has designated an airline whose regulatory control is exercised and maintained by an European Union Member State, the rights of the other Contracting Party under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other either State and in respect of the operating authorisation of that airline.

ARTICLE 14

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. The Contracting Parties shall in particular act in conformity with the provisions of:

- a)** The Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963;

b) The Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970;

c) The Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971;

d) The Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988;

e) The Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991;

and any other multilateral agreement governing aviation security binding upon both Contracting Parties.

3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Chicago Convention to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft which have their principal place of business or permanent residence in the territory of the Contracting Parties or, in the case of the Republic of Austria, operators of aircraft which are established in its territory under the EU Treaties and have valid Operating Licences in accordance with European Union law, and the operators of airports in their territory act in conformity with such aviation security provisions.

4. 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.

5. Each Contracting Party agrees that its operators of aircraft shall be required to observe, for departure from or while within the territory of the other Contracting Party, aviation security provisions in conformity with the law in force in the country, including, in the case of the Republic of Austria, European Union law.

6. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to screen passengers, crew, carry-on items and to carry out appropriate security checks on baggage, cargo, mail and aircraft stores prior to and during boarding or loading.

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

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 aviation security provisions of this Article, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Such consultations shall start within fifteen (15) days of receipt of such a request from either Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days of the date of such request shall constitute grounds for application of paragraph 5 of Article 3 of this Agreement (Designation and Revocation). If required by a serious emergency, either Contracting Party may take interim action prior to the expiry of a month period.

ARTICLE 15

SOCIAL ASPECTS

1. The Parties reaffirm their commitment, in accordance with their obligations deriving from the membership of the International Labour Organization (ILO), and the ILO Declaration on Fundamental Principles and Rights at Work and its Follow-up, adopted by the International Labour Conference at its 86th Session in 1998, to respect, promote and effectively implement and apply the Fundamental Rights and Principles at Work, to the extent of their respective ratifications.
2. The Parties shall through their laws, regulations and practices promote high levels of protection in the labour and social domain of the civil aviation sector.

ARTICLE 16

ENVIRONMENTAL PROTECTION

1. The Contracting Parties support the need to protect the environment by promoting the sustainable development of aviation.
2. The Contracting Parties agree with regard to operations between their respective territories to implement the ICAO Standards and Recommended Practices (SARPs) of Annex 16 and the existing ICAO policy and guidance on environmental protection.
3. The Contracting Parties recognise the importance of working together and within the framework of multilateral discussions on matters of environmental protection.

ARTICLE 17

PROVISION OF STATISTICS

The aeronautical authorities of one Contracting Party shall supply the aeronautical authorities of the other Contracting Party, at their request, with statistics of traffic uplifted from and discharged in the territory of that other Contracting Party for information purposes subject to the laws and regulations of each Contracting Party.

ARTICLE 18
CONSULTATIONS

1. The aeronautical authorities of each Contracting Party shall consult each other from time to time, in order to ensure close cooperation concerning all the issues related to the interpretation and application of this Agreement, on request of either Contracting Party.

2. Such consultations shall begin within a period of sixty (60) days from the date of request of one Contracting Party, unless otherwise agreed upon by both Contracting Parties.

ARTICLE 19
MODIFICATIONS

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may at any time request consultations with the other Contracting Party. Such consultations (which may be through discussions between the aeronautical authorities), shall begin within a period of sixty (60) days from the date of the request, unless both Contracting Parties agree to an extension of this period.

2. Modifications so agreed upon shall be approved by each Contracting Party and shall enter into force on the first day of the second month, following the month on which the two Contracting Parties have notified each other by an exchange of diplomatic notes that the requirements for its entry into force under their respective legal procedures have been fulfilled.

3. Modifications to the Annex of this Agreement may be agreed directly between the aeronautical authorities of the Contracting Parties and enter into force when 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 an arbitrator, or the dispute may 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.

3. 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.

4. If either of the Contracting Parties fails to nominate an arbitrator within the period specified or the third arbitrator is not appointed within in 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 such case, the third arbitrator shall be a national of a third State and shall act as president of the tribunal and shall determine the place where the arbitration will be held. If the President considers that he is a national of a state, which cannot be regarded as neutral in relation to the dispute, the most senior Vice President who is not disqualified on that ground shall make the appointments. The arbitral tribunal shall reach its decision by a majority of votes.

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

6. If and as long as either Contracting Party fails to comply with any decision given under paragraph 2 of this Article, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default or to a designated airline in default.

7. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Contracting Parties. Any expenses incurred by the President of the Council of the International Civil Aviation Organization in connection with the procedures of paragraph 4 of this Article shall be considered to be part of the expenses of the arbitral tribunal.

ARTICLE 21 TERMINATION

1. Each Contracting Party may, at any time, give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall simultaneously be communicated to the International Civil Aviation Organization.

2. In such cases, 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 mutual 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 REGISTRATION

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

ARTICLE 23
ENTRY INTO FORCE

This Agreement shall be provisionally made effective thirty (30) days after the date of signature.

This Agreement shall enter into force on the first day of the second month that follows the month during which the two Contracting Parties have completed to notify each other by an exchange of diplomatic notes that the requirements for its entry into force under their respective legal procedures have been fulfilled.

The Air Transport Agreement between the Austrian Federal Government and the Government of The United Arab Emirates, signed on 23 May 1990, shall be terminated and replaced by this Agreement on the date of the entry into force of this Agreement.

In witness whereof the undersigned Plenipotentiaries, being duly authorised thereto by the respective Governments, have signed this Agreement.

Done in duplicate at this.....day of.....in the German, Arabic and English languages, all texts being equally authentic. In the case of differences in interpretation of provisions of this Agreement the English text shall prevail.

**FOR THE AUSTRIAN FEDERAL
GOVERNMENT**

**FOR THE GOVERNMENT OF
THE UNITED ARAB EMIRATES**

ANNEX

Section I:

- A. The airline(s) designated by the Republic of Austria shall be entitled to operate scheduled air services in both directions on routes specified hereafter:

Points of Origin:	Intermediate points:	Points of Destination:	Points beyond:
Points in Austria	Any points	Points in the UAE	Any points

- B. The airline(s) designated by the United Arab Emirates shall be entitled to operate scheduled air services in both directions on routes specified hereafter:

Points of Origin:	Intermediate points:	Points of Destination:	Points beyond:
Points in the UAE	Any points	Points in Austria	Any points

Section II:

Any intermediate points and any points beyond may be served by the designated airline(s) of each Contracting Party without exercising Fifth Freedom traffic rights.

The exercise of Fifth Freedom traffic rights may be agreed upon by the aeronautical authorities of the two Contracting Parties.

Section III:

Air carriers of both Parties may on any or all flights and at their option:

- a) operate flights in either or both directions;
- b) combine different flight numbers within one aircraft operation;
- c) serve intermediate and beyond points, as specified in Section I of this Annex, and points in the territories of the Parties in any combination and in any order;
- d) omit stops at any point or points;
- e) transfer traffic from any of its aircraft to any of its other aircraft at any point;

- f)** make stopovers at any points whether within or outside the territory of either Party;
- g)** carry transit traffic through the other Party's territory; and
- h)** combine traffic on the same aircraft regardless of where such traffic originates.