

AGREEMENT BETWEEN
THE AUSTRIAN FEDERAL GOVERNMENT
AND
THE GOVERNMENT OF JAMAICA
CONCERNING AIR SERVICES

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PREAMBLE

The Austrian Federal Government and the Government of Jamaica hereinafter referred to collectively as the "Contracting Parties" and individually as the "Contracting Party";

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

Desiring to conclude an Agreement supplementary to the said Convention for establishing air services between their respective territories;

Desiring to promote an international aviation system based on competition among airlines in the marketplace with minimum government interference and regulation;

Desiring to facilitate the expansion of international air service opportunities;

Recognising that efficient and competitive international air services enhance trade, the welfare of consumers and economic growth; and

Desiring to ensure the highest degree of safety and security in international air services and reaffirming their grave concern about acts or threats against the security of aircraft which jeopardise the safety of persons or property, adversely affect the operation of air services and undermine public confidence in the safety of civil aviation.

Have agreed as follows:

ARTICLE 1
Definitions

- (1) For the purpose of this Agreement, unless the context otherwise states, the term:
- (a) "aeronautical authorities" means, in the case of Austria, the Ministry for Transport, Innovation and Technology, and, in the case of Jamaica, the Minister responsible for Civil Aviation or the Jamaica Civil Aviation Authority, and, or, in both cases, any person or agency authorised to perform the functions exercisable by those authorities;
 - (b) "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;
 - (c) "this Agreement" includes the Annex hereto and any amendments to it or to this Agreement;
 - (d) "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Chicago Convention;
 - (e) "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) "Caribbean Community (CARICOM)" means the Community of States established under Article 2 of the Revised Treaty of Chaguaramas establishing the Caribbean Community including the Caribbean Single Market and Economy and the term "Member State of the Caribbean Community" shall refer to any of the States listed in Annex II to this Agreement;
 - (g) "the Convention" and "Chicago Convention" mean the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 (a) thereof so far as those Annexes and amendments have become effective for or been ratified by both Contracting Parties;
 - (h) "designated airline" means an airline which has been designated and authorised in accordance with Article 4 of this Agreement;
 - (i) "EU Treaties" shall be understood as referring to the Treaty on European Union and the Treaty on the functioning of the European Union;
 - (j) "nationals" in the case of Jamaica shall be understood as referring to nationals of Member States of the Caribbean Community (CARICOM), and in the case of Austria shall be understood as referring to nationals of European Union Member States;

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

(l) "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and other additional remuneration for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail;

(m) "territory" in relation to a State has the meaning assigned to it in Article 2 of the Chicago Convention;

(n) "user charges" means a charge imposed on airlines by any competent authority or permitted by that authority to be made for the provision of airport property or facilities or of air navigation facilities (including facilities for overflight), or related services and facilities, for aircraft, their crews, passengers and cargo.

(2) References in this Agreement to airlines of Austria shall be understood as referring to the airlines designated by Austria.

(3) References in this Agreement to airlines of Jamaica shall be understood as referring to airlines designated by Jamaica.

(4) All references to the words in singular shall be construed to include the plural and all references to the plural shall be construed to include the singular as the context requires.

ARTICLE 2

Applicability of the Chicago Convention

The provisions of this Agreement shall be subject to the provisions of the Chicago Convention insofar as those provisions are applicable to international air services.

ARTICLE 3

Grant of Rights

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

(2) Subject to the provisions of this Agreement the designated airlines of each Contracting Party shall

enjoy, while operating the agreed services on the specified routes, the following rights:

- a) The right to fly across its territory 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, destined for or coming from point(s) in the territory of the first Contracting Party.

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

(4) 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 an agreed service on its specified route, the other Contracting Party shall use its best efforts to facilitate the continued operation of such services through appropriate temporary rearrangements of routes.

ARTICLE 4

Designation and Authorisation of Airlines

(1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline 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 fulfil 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 in the form and manner prescribed, the other Contracting Party shall grant the appropriate authorisations with minimum procedural delay, provided that:

(a) In the case of an airline designated by 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.

(b) In the case of an airline designated by Jamaica:

(i) the airline has its principal place of business in the territory of Jamaica and that Jamaica has and maintains effective regulatory control of the airline and holds a valid Air Operator's Certificate issued by Jamaica; or

(ii) where (b) (i) does not apply:

A. it is established in the territory of Jamaica and has received a valid current operating licence/Air Operator's Certificate from a Member State of CARICOM; and

B. the airline is owned directly or through majority ownership and is effectively controlled by a Member State of the CARICOM and/or by nationals of such Member State; and

C. effective regulatory control of the airline is exercised by the CARICOM Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation.

ARTICLE 5

Revocation or Suspension of Operating Authorisations

(1) Either Contracting Party may revoke, suspend or limit the operating authorisation of an airline designated by the other Contracting Party where:

(a) In the case of an airline designated by 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;

(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;

(iv) the airline is already designated to operate under a bilateral agreement between the Government of Jamaica and another European Union Member State, and Jamaica can demonstrate that, by exercising traffic rights under this Agreement on a route that includes a point in that other European Union Member State, the airline would be circumventing restrictions on traffic rights imposed by that bilateral agreement; or

(v) the designated airline holds an Air Operator's Certificate issued by a European Union Member State and there is no bilateral air services agreement between the Government of Jamaica and that other European Union Member State, and traffic rights to that European Union Member State have been denied to the air carrier designated by Jamaica.; or

(b) In the case of an airline designated by Jamaica:

(i) the airline does not have its principal place of business in the territory of Jamaica or that Jamaica does not have or maintains effective regulatory control of the airline and does not hold a valid Air Operator's Certificate issued by Jamaica; or

(ii) where (b) (i) does not apply:

A. it is not established in the territory of Jamaica and has not received a valid current operating licence/Air Operator's Certificate from a Member State of CARICOM; or

B. effective regulatory control of the airline is not exercised by the CARICOM Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation; or

C. the airline is not owned directly or through majority ownership and is not effectively controlled by a Member State of the Caribbean Community and/or by nationals of such Member State.

(iii) the airline is already designated to operate under a bilateral agreement between the Austrian Federal Government and another CARICOM Member State, and Austria can demonstrate that, by exercising traffic rights under this Agreement on a route that includes a point in that other CARICOM Member State, the airline would be circumventing restrictions on traffic rights imposed by that other agreement; or

(iv) the designated airline holds an Air Operator's Certificate issued by a CARICOM Member State and there is no bilateral Air Services agreement between the Austrian Federal Government and that other CARICOM Member State, and traffic rights to that CARICOM Member State have been denied to the airline designated by Austria.

(2) Unless immediate revocation, suspension or limitation of the operating authorisation or technical permissions of an airline designated by a Contracting Party is essential to prevent further infringements of laws or regulations, the right to revoke, suspend or limit such authorisation or permission shall be exercised only after consultation with the aeronautical authorities of the other Contracting Party in accordance with Article 20 (Consultations).

ARTICLE 6

Applicable Laws

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

(2) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crew, mail or cargo on aircraft, including laws and regulations relating to entry, exit, clearance, immigration, emigration, passports, currency, customs, and quarantine shall apply to passengers, crew, mail or cargo of the designated airline of the other Contracting Party upon entrance into or departure from and while within the territory of the first Contracting Party.

(3) At the request of each Contracting Party both Contracting Parties shall cooperate to implement effective measures to ensure that only passengers with valid travel documents which are required for the entry in or transit through the territory of the other Contracting Party are carried.

(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.

ARTICLE 7
Recognition of Certificates and Licences

(1) Each Contracting Party shall recognise as valid, for the purpose of operating the agreed services provided for in the present Agreement, certificates of airworthiness, certificates of competency and licences issued or validated by the other Contracting Party and still in force, provided that the requirements for such certificates or licences at least equal the minimum standards that may be established pursuant to the Convention.

(2) Each Contracting Party may, however, refuse to recognise as valid for the purpose of flights above its own territory, certificates of competency and licences granted to or validated for its own nationals by the other Contracting Party or by a third country.

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

(4) Paragraph (1) also applies with respect to an airline designated by Jamaica whose regulatory control is exercised and maintained by another CARICOM Member State.

ARTICLE 8
Safety

(1) Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrews, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within 30 days of receipt 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 Chicago 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 the 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 Article 5 of this Agreement (Revocation or Suspension of Operating Authorisations).

(3) Notwithstanding the obligations mentioned in Article 33 of the Chicago Convention, it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the designated airline 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 Chicago 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 Chicago Convention;

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Chicago 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 Chicago Convention.

(5) In the event that access to undertaking a ramp inspection of an aircraft operated by the designated airline of one Contracting Party in accordance with paragraph (3) of this Article is denied by a representative of that airline, 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 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 an airline operation.

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

(8) Where Austria or Jamaica has designated an airline whose regulatory control is exercised and maintained by an European Union Member State or a CARICOM Member State respectively, 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 European Union Member State or CARICOM Member State in respect of the operating authorisation of that airline.

ARTICLE 9
Fair Competition

(1) Each Contracting Party shall allow fair and equal opportunity for the designated airlines of both Contracting Parties to compete in operating the agreed services on the specified routes between their respective territories.

(2) In operating the agreed services, the airline of each Contracting Party shall take into account the interests of the airline of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

(3) Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air transport it offers, according to commercial and market-based considerations. Neither Contracting Party shall unilaterally restrict or limit the volume of traffic, frequency or regularity of service of the designated airlines of the other, except according to the terms of this Agreement or as may be required for customs, technical, operational or environmental reasons, under uniform conditions consistent with Article 15 of the Convention.

(4) 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, which approval is not to be unreasonably withheld. 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 aeronautical authorities.

(5) Neither Contracting Party shall allow its designated airline, either in conjunction with any other airline 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.

(6) The Contracting Parties recognise that government subsidies and support may adversely affect the fair and equal opportunity of airlines to compete in providing the international air transportation governed by this Agreement.

(7) State subsidy or support means the provision of support on a discriminatory basis to a designated airline, directly or indirectly, by the state or by a public or private body designated or controlled by the state. Without limitation, it may include the setting-off of operational losses; the provision of capital, non-refundable grants or loans on privileged terms; the granting of financial advantages by forgoing profits or the recovery of sums due; the forgoing of a normal return on public funds used; tax exemptions; compensation for financial burdens imposed by the public authorities; or discriminatory access to airport facilities, fuels or other reasonable facilities necessary for the normal operation of air services.

(8) Where a Contracting Party provides State subsidy or support to a designated airline in respect of services

operated under this Agreement, it shall require that airline to identify the subsidy or support clearly and separately in its accounts.

(9) If one Contracting Party has substantiated concerns that its designated airlines are being subjected to discrimination or unfair practices, or that a subsidy or support being considered or provided by the other Contracting Party would adversely affect or is adversely affecting the fair and equal opportunity of the airlines of the first Contracting Party to compete in providing international air transportation, it shall have the right to request a meeting of the Contracting Parties in accordance with Article 20 (Consultations), to consider the issue and develop appropriate responses to concerns found to be legitimate. Failure to reach a satisfactory agreement within thirty (30) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorisation of the airlines of that Contracting Party.

(10) Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the airlines of the other Contracting Party.

ARTICLE 10

Tariffs

(1) Each Contracting Party shall allow tariffs for air services to be established by each designated airline based on commercial considerations in the market place, including the cost of operation, the characteristics of the service, the interests of users, a reasonable profit and other market considerations. Neither Contracting Party shall require their airlines to consult other airlines about the tariffs they charge or propose to charge for services covered by these arrangements.

(2) Each Contracting Party shall allow tariffs for scheduled air services to be established by each airline based upon commercial considerations in the marketplace. Intervention by the Contracting Parties shall be limited to:

- a) prevention of unreasonably discriminatory tariffs or practices;
- b) protection of consumers from tariffs 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 tariffs that are artificially low due to direct or indirect governmental subsidy or support.

(3) Tariffs for scheduled international air services between the territories of the Contracting Parties shall not be required to be filed. Notwithstanding the foregoing, the airlines of the Contracting Parties shall continue to provide immediate access, on request, to information on historical, existing, and proposed tariffs to the aeronautical authorities of the Contracting Parties in a manner and format acceptable to those aeronautical authorities.

ARTICLE 11

User Charges

(1) Neither Contracting Party shall impose or permit to be imposed by its competent charging authorities on the designated airline of the other Contracting Party user charges higher than those imposed on its own airlines operating similar international air services.

(2) Such charges shall be just and reasonable and shall be based upon sound economic principles.

(3) Each Contracting Party shall encourage consultations on user charges between their competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable, through those airlines' representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.

ARTICLE 12

Exemption from Customs Duties and Other Charges

(1) Aircraft operated in international air services by the designated airline of either Contracting Party shall be relieved from all customs duties, national excise taxes and similar national fees, on the following items set out below:

(a) the following items introduced by a designated airline of one Contracting Party into the territory of the other Contracting Party:

- (i) repair, maintenance and servicing equipment and component parts;
- (ii) passenger handling equipment and component parts;
- (iii) cargo-loading equipment and component parts;
- (iv) security equipment including component parts for incorporation into security equipment;
- (v) instructional material and training aids;
- (vi) airline and operators' documents; and

(b) the following items introduced by a designated airline of one Contracting Party into the territory of the other Contracting Party or supplied to a designated airline of one Contracting Party in the territory of the other Contracting Party:

- (i) aircraft stores (including but not limited to such items as food, beverages and tobacco) whether introduced into or taken on board in the territory of the other Contracting Party;
- (ii) fuel, lubricants and consumable technical supplies;
- (iii) spare parts including engines; and

(c) computers and ticket printers used by the designated air carriers for reservations and ticketing within reasonable limits intended for use by a designated air carrier of one Contracting Party imported

temporarily into the other Contracting Party and re-exported within the maximum period of 24 months

provided in each case that they are for use on board an aircraft or within the limits of an international airport in connection with the establishment or maintenance of an international air service by the designated airline concerned.

(2) The relief from customs duties, national excise taxes and similar national fees shall not extend to charges based on the cost of services provided to the designated airline of a Contracting Party in the territory of the other Contracting Party.

(3) Equipment and supplies referred to in paragraphs (1) and (4) of this Article may be required to be kept under the supervision or control of the appropriate authorities.

(4) The reliefs provided for by this Article shall also be available in situations where the designated airline of one Contracting Party have entered into arrangements with another airline for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph (1) of this Article, provided such other airline similarly enjoy such relief from such other Contracting Party.

ARTICLE 13

Transfer of Earnings

In accordance with the applicable laws and regulations, each designated airline may on demand, convert and remit to its country, or any other country, local revenues more than those sums locally disbursed in connection with the carriage of passengers, mail and cargo. Prompt conversion and remittance shall be permitted, without restriction, at the rate of exchange applicable to current transactions which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges, except those normally made by banks or other financial institutions for carrying out such conversion and remittance.

ARTICLE 14

Aviation Security

(1) The assurance of safety for civil aircraft, their passengers and crew being a fundamental pre-condition for the operation of international air services, the Contracting Parties reaffirm that their obligations to each other to provide for the security of civil aviation against acts of unlawful interference (and in particular their obligations under the Chicago Convention, the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988 and the Convention on the Marking of Plastic Explosives for the Purpose of Detection signed at Montreal on 1 March 1991 and any other agreement governing civil aviation security binding upon both Contracting Parties) form an

integral part of this Agreement.

(2) The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other acts of unlawful interference 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.

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

(4) Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph (3) of this Article required by the other Contracting Party for entry into, departure from or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo, mail and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic and prompt consideration to any request from the other Contracting Party for reasonable special security measures to meet a threat.

(5) When an incident or threat of an incident of unlawful seizure of civil aircraft or other acts of unlawful interference 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.

(6) 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. Failure to reach a satisfactory agreement within thirty (30) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorisation and technical permissions of the airlines of that Contracting Party. When required by an emergency, a Contracting Party may take interim action prior to the expiry of the thirty (30) days.

ARTICLE 15
Provision of Statistics

The aeronautical authorities of a Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, at their request, such periodic or other statements of statistics, as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of the Contracting Party, referred to first in this Article. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

ARTICLE 16
Commercial Opportunities

- (1) On the basis of reciprocity, the designated airline of one Contracting Party shall be entitled, in accordance with the laws and regulations relating to entry, residence and employment of the other Contracting Party, to bring in and maintain in the territory of the other Contracting Party those of their own managerial, technical, operational and other specialist staff who are required for the provision of air services.
- (2) The designated airlines of each Contracting Party shall have the right to engage in the sale of air transportation in the area of the other Contracting Party, either directly or through agents appointed by the designated airline. The designated airlines of each Contracting Party shall have the right to sell and any person shall be free to purchase, such transportation in freely convertible currency or in local currency.
- (3) The designated airlines of each Contracting Party shall have the right to use the services and personnel of any other organisation, company or airline operating in the territory of the other Contracting Party.
- (4) The designated airline of each Contracting Party shall have the right to establish offices in the territory of the other Contracting Party for the promotion and sale of international air services.
- (5) The designated airlines of each Contracting Party shall have the right to perform the agreed services on the specified routes using aircraft (or aircraft and crew) leased from any company, including other airlines, subject to being authorised to use the aircraft (or aircraft and crew) on such basis by the aeronautical authorities of both Contracting Parties.

ARTICLE 17
Cooperative Arrangements

(1) In operating or holding out the agreed services on the specified routes, any designated airline of one Contracting Party may enter into cooperative marketing arrangements such as joint venture, blocked-space or code-sharing arrangements with:

- (a) any airline of either Party;
- (b) an airline of a third country; and
- (c) a surface transportation provider of any country,

provided that all airlines in such arrangements:

- (i) hold the appropriate authority; and
- (ii) meet the requirements normally applied to such arrangements.

(2) The Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to code-shared flights operating to or from their territory and that, as a minimum, the purchaser is informed at the point of sale, or in any case before boarding, which transport provider will operate each sector of the service and also be provided with the necessary information in the following ways:

- (a) Orally and, if possible, in writing at the time of booking;
- (b) In written form, on the ticket itself and/or (if not possible), on the itinerary document accompanying the ticket or any other document replacing the ticket, such as a written confirmation, including information on whom to contact in case of a problem and a clear indication of which airline is responsible in case of damage or accident.

(3) The aeronautical authorities of both Contracting Parties may require the designated airlines to file for approval any proposed cooperative arrangement before its proposed introduction.

(4) Notwithstanding any other provision of this Agreement, airlines and indirect providers of cargo transportation of both Parties shall be permitted, without restriction, to employ in connection with international air transportation for cargo to or from any points in the territories of the Parties or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. Airlines may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of cargo transportation. Such intermodal cargo services may be offered at a single, through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation.

ARTICLE 18
Ground Handling Provisions

(1) In accordance with the laws and regulations of each Contracting Party, each designated airline shall have the right to perform 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 authorized 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, and shall be subject to physical constraints resulting from limitations of airport space and considerations of safety and security.

(2) "Self-handling" means a situation in which the airport user directly provides for himself 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.

ARTICLE 19
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 Agreement shall prevail.

ARTICLE 20
Consultations

(1) In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the Annexes and shall consult when necessary to provide for modification thereof.

(2) Either Contracting Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than thirty (30) days from the date the other Contracting Party receives the request unless otherwise agreed.

ARTICLE 21
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 try to settle that dispute by consultation.

(2) If the Contracting Parties fail to reach a settlement of the dispute by consultation, it may be referred by them to such person or body as they may agree on or, at the request of either Contracting Party, shall be submitted for decision to a tribunal of three arbitrators which shall be constituted in the following manner:

(a) within thirty (30) days after receipt of a request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a third State, who shall act as President of the tribunal, shall be appointed as the third arbitrator by agreement between the two arbitrators, within sixty (60) days of the appointment of the second;

(b) If within the time limits specified above any appointment has not been made, either Contracting Party may request the President of the Council of the International Civil Aviation Organisation to make the necessary appointment within thirty (30) days. If the President has the nationality of one of the Contracting Parties, the most senior Vice-President who is not disqualified on that ground shall make the appointment.

(3) Except as hereinafter provided in this Article or as otherwise agreed by the Contracting Parties, the tribunal shall determine the limits of its jurisdiction and establish its own procedure. At the direction of the tribunal, or at the request of either of the Contracting Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than thirty (30) days after the tribunal is fully constituted.

(4) Except as otherwise agreed by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within forty-five (45) days after the tribunal is fully constituted. Each Contracting Party may submit a reply within sixty (60) days of submission of the other Contracting Party's

memorandum. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within thirty (30) days after replies are due.

(5) The tribunal shall attempt to give a written decision within thirty (30) days after completion of the hearing or, if no hearing is held thirty (30) days after the date both replies are submitted. The decision shall be taken by a majority vote.

(6) The Contracting Parties may submit requests for clarification of the decision within fifteen (15) days after it is received and such clarification shall be issued within fifteen (15) days of such request.

(7) The costs of the arbitration and the allocation of costs to the relevant parties shall be determined by the tribunal.

(8) The decision of the tribunal shall be final and binding on the Contracting Parties unless they agree otherwise.

ARTICLE 22

Multilateral Agreement

If both Contracting Parties become parties to a multilateral agreement that addresses matters covered by this Agreement, they shall consult to determine whether this Agreement should be revised to take into account the multilateral agreement.

ARTICLE 23

Amendment

If either of the Contracting Parties considers it desirable to amend any provision of this Agreement, such amendment, if agreed between the Contracting Parties and, if necessary, after consultation in accordance with Article 20 (Consultations) of this Agreement, shall come into effect on the first day of the second month after the date of the latter note when confirmed by an exchange of diplomatic notes between the Contracting Parties confirming that all the internal procedures necessary for the entry into force of the amendment have been completed.

ARTICLE 24
Termination

(1) Either Contracting Party may at any time notify the other Contracting Party in writing through diplomatic channels of its decision to terminate this Agreement. A copy of the notice of termination shall be sent simultaneously to the Secretary General of the International Civil Aviation Organization.

(2) If such notice is given, this Agreement shall terminate twelve (12) months after the date of receipt by the other Contracting Party of the notice of termination, unless by agreement between the Contracting Parties the notice under reference is withdrawn before the expiry of that period. If the other Contracting Party fails to acknowledge receipt, notice shall be deemed to have been received fourteen (14) days after the date of the receipt by the Secretary General of the International Civil Aviation Organization.

ARTICLE 25
Registration with the International Civil Aviation Organisation (ICAO)

This Agreement and any amendments thereto shall be registered upon entry into force with the International Civil Aviation Organisation by Austria.

ARTICLE 26
Entry into Force

This Agreement shall enter into force on the first day of the second month date of the latter note upon an exchange of diplomatic notes between the Contracting Parties confirming that all the internal procedures necessary for the entry into force of the Agreement have been completed.

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

DONE in duplicate at this.....day of.....in the German and English languages, both 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 Jamaica

**ANNEX I
ROUTE SCHEDULES**

Section 1:

Routes to be operated by the designated airline(s) of Jamaica.

BEHIND POINTS	FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Point	Any Point in Jamaica	Any Point	Any Point in Austria	Any Point

Routes to be operated by the designated airline(s) of Austria

BEHIND POINTS	FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Point	Any Point in Austria	Any Point	Any Point in Jamaica	Any Point

Section 2:

- (1) Any intermediate points and points beyond may be served by the designated airline(s) of each Contracting Party without exercising Fifth Freedom traffic rights.
- (2) The exercise of Fifth Freedom traffic rights may be agreed upon by the aeronautical authorities of the two Contracting Parties.
- (3) The designated airlines of the Contracting Parties may operate own stop-over rights on all routes.
- (4) The designated airlines of Jamaica may operate all cargo services between Austria and any point and the designated airlines of Austria may operate all cargo services between Jamaica and any point or points.

Section 3:

Operational Flexibility

The designated airlines of either Contracting Party may, on any or all flights, omit calling at any of the intermediate and/or beyond points, provided that the agreed services on this route start and terminate in the territory of that Contracting Party.

ANNEX II

List of CARICOM Member States Referred to in Articles 4 (Designation and Authorisation of Airlines) and 5 (Revocation or Suspension of Operating Authorisations) of this Agreement

Antigua and Barbuda
Commonwealth of the Bahamas
Barbados
Belize
Commonwealth of Dominica
Grenada
Republic of Guyana
Haiti
Jamaica
St. Kitts and Nevis
St. Lucia
St. Vincent and the Grenadines
Republic of Suriname
Republic of Trinidad and Tobago