

Air Transport Agreement
Between the Government of the Republic Armenia of and
the Government of the Republic of Estonia

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The Government of the Republic of Armenia and the Government of the Republic of Estonia,

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

Desiring to conclude an agreement concerning the establishment and operation of air services between and beyond their territories,

Have agreed as follows:

Article 1
Definitions

(1) For the purposes of this Agreement, unless the text otherwise requires:

(a) the term "the Convention" means the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or of the Convention under Article 90 and 94 thereof in so far as those Annexes and amendments have become effective for or have been ratified by both Contracting Parties;

(b) the term "aeronautical authorities" means in the case of the Republic of Estonia, the Ministry of Transport and Communications; in the case of the Republic of Armenia *the* General Department of Civil Aviation, or in both cases any other person or agency authorised to perform the functions incumbent upon the said authorities;

(c) the term "designated airline" means any airline that either Contracting Party has designated in writing to the other Contracting Party in accordance with Article 3 of this Agreement as being an airline which is to operate international air services on the routes specified in conformity with Article 2(2) of this Agreement.

(2) The terms "territory", "air service", "international air service" and "stop for nontraffic purposes" have, for the purposes of this Agreement, the meaning laid down in Articles 2 and 96 of the Convention.

(3) The term "Route Schedule" means the Route Schedule annexed to this Agreement. The Route Schedule forms an integral part of this agreement and all references to the Agreement shall include reference to the Route Schedule unless otherwise provided.

(4) The term "tariff" means the price to be charged for the international (i.e. carriage between points in the territories of two or more States) of passengers, baggage or cargo (excluding mail) and comprises:

(a) any through tariff or amount to be charged for international carriage marketed and sold as such, including through tariffs constructed using other tariffs or add-ons for

carriage over international sectors or domestic sectors forming part of the international sector;

(b) the commission to be paid on the sales of tickets for the carriage of passengers and their baggage, or on the corresponding transactions for the carriage of cargo; and

(c) the conditions that govern the applicability of the tariff or the price for carriage, or the payment of commission.

It also includes:

(d) any significant benefits provided in association with the carriage;

(e) any tariff for carriage on a domestic sector which is sold as an adjunct to international carriage, which is not available for purely domestic travel and which is not made available on equal terms to all international carriers and users of their services.

Article 2

Grant of Traffic Rights

(1) Each Contracting Party shall grant to the other Contracting Party for the purpose of operating international air services by designated airlines the right:

(a) to fly across its territory without landing;

(b) to land in its territory for non-traffic purposes; and

(c) to land in its territory at the points named on the routes specified in accordance with paragraph below in order to take on or discharge passengers, baggage, cargo and mail on a commercial basis.

(2) The routes over which the designated airlines of the Contracting Parties will be authorised to operate international air services shall be specified in a Route Schedule annexed to this Agreement.

(3) The airlines of each Contracting Party, other than those designated under Article 3 of this Agreement, shall enjoy the rights specified in paragraph 1 (a) and (b) above on scheduled flights.

(4) Nothing in paragraph 1 above shall be deemed to confer on any designated airline of either Contracting Party the right to take on in the territory of the other Contracting Party passengers, baggage, cargo and mail carried for remuneration or hire and destined for another point within the territory of that other Contracting Party (cabotage).

(5) The grant of traffic rights pursuant to paragraph I 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). Fifth freedom traffic rights shall only be granted

on the basis of special agreements between the aeronautical authorities of both Contracting Parties.

Article 3

Designation and Operating Authorisation

(1) The international air services on the routes specified in accordance with Article 2 (2) of this Agreement may be started at any time, provided that:

(a) the Contracting Party to whom the rights specified in Article 2 (1) of this Agreement are granted has designated one or several airlines in writing; and

(b) the Contracting Party granting these rights has authorised the designated airline or airlines to initiate the air services.

(2) Contracting Party granting these rights shall, subject to the provisions of paragraphs 3 and 4 below as well as Article 9 of this Agreement, give without delay the said authorisation to operate the international air service.

(3) Either Contracting Party may require any airline designated by the other Contracting Party to furnish proof that it is qualified to meet the requirements prescribed under the laws and regulations of the first Contracting Party governing the operation of international air traffic.

(4) Either Contracting Party may withhold the exercise of the rights granted under Article 2 of this Agreement from any airline designated by the other Contracting Party, if such airline is not able to prove upon request that the majority ownership and effective control of such airline are vested in nationals or corporations of the other Contracting Party or in that Party itself.

(5) Either Contracting Party shall have the right to replace, subject to the provisions of paragraphs 1 to 4 above, an airline it has designated by another airline. The newly designated airline shall have the same rights and be subject to the same obligations as the airline, which it replaces.

Article 4

Revocation or Limitation of Operating Authorisation

Either Contracting Party may revoke or limit by the imposition of conditions the authorisation granted in accordance with Article 3 (2) of this Agreement in the event of failure by a designated airline to comply with the laws and regulations of the Contracting Party granting the rights or to comply with the provisions of this Agreement or to fulfil the obligations arising therefrom. Such revocation or limitation shall be preceded by consultation as provided for in Article 16 of this Agreement, unless an

immediate suspension of operations or imposition of conditions is necessary to avoid further infringements of laws or regulations.

Article 5

Non-discrimination in respect of Charges

The charges levied in the territory of either Contracting Party for the use of airports and other aviation facilities by the aircraft of any designated airline of the other Contracting Party shall not be higher than those levied on aircraft of a national airline engaged in similar international air services.

Article 6

Exemption from Customs Duties and other Charges

(1) Aircraft operating on international air services by the designated airline of either Contracting Parties, as well as their regular equipment, spare parts, supplies of fuels and lubricants, aircraft stores (including food, beverages and tobacco) on board, as well as advertising and promotional material kept on board of such aircraft shall be exempt from all customs duties, inspection fees and similar national or local duties and charges, on arrival 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) Fuel, lubricants, spare parts, regular equipment and aircraft stores temporarily imported into the territory of either Contracting Party, there to be immediately or after storage installed in or otherwise taken on board the aircraft of a designated airline of the other Contracting Party, or to be otherwise exported again from the territory of the former Contracting Party, shall be exempt from the customs duties and other charges mentioned in paragraph 1 above. Advertising materials and transport documents of any designated airline of one Contracting Party shall, on the occasion of importation into the territory of the other Contracting Party, likewise be exempt from the customs duties and other charges mentioned in paragraph 1 above with the exception of charges based on the cost of the service provided (following the principles of Article 5 of this Agreement).

(3) Fuel and lubricants taken on board the aircraft of any designated airline of either Contracting Party in the territory of the other Contracting Party and used in international air services shall be exempt from the customs duties and other charges mentioned in paragraph 1 above, as well as from any other special consumption charges.

(4) Either Contracting Party may keep the goods mentioned in paragraphs 1 to 3 above under customs supervision.

(5) Where no customs duties or other charges are levied on goods mentioned in paragraphs 1 to 3 above, such goods shall not be subject to any economic prohibitions or restrictions on importation, exportation or transit that may otherwise be applicable. Contracting Party shall, on a reciprocal basis, grant relief from turnover tax or similar indirect taxes on services and related goods, offered by or supplied to any airline designated by the other Contracting Party and used for the purposes of its business. The tax relief may take the form of an exemption or a refund.

Article 7

Transfer of Earnings

Each Contracting Party shall grant to any airline designated by the other Contracting Party the right to remit to its head office at any time, freely and without restrictions, in any freely convertible currency in conformity with the currency regulations of the Contracting Party concerned and at the official rate of exchange, the revenue realised through the sale of air transport services in the territory of the other Contracting Party.

Article 8

Principles Governing the Operation of Air Services

(1) There shall be fair and equal opportunity for any designated airline of each Contracting Party to operate air services on the routes specified in accordance with Article 2 (2) of this Agreement

(2) In the operation of international air services on the routes specified in accordance with Article 2 (2) of this Agreement, any designated airline of either Contracting Party shall take account of the interests of any designated airline of the other Contracting Party so as not to affect unduly the air services which the latter airline operates over the same routes or parts thereof.

(3) The international air services on the routes specified in accordance with Article 2 (2) of this Agreement shall have as their primary objective the provision of capacity commensurate with the foreseeable traffic demand to and from the territory of the Contracting Party designating the airlines. The right of such airlines to carry traffic

between points of a route specified in accordance with Article 2(2) of this Agreement which are located in the territory of the other Contracting Party and points in third countries shall be exercised, in the interests of an orderly development of international air transport, in such a way that capacity is related to:

- (a) the traffic demand to and from the territory of the Contracting Parties;
- (b) the traffic demand existing in the areas through which the air services pass, taking account of local and regional air services;
- (c) the requirements of an economical operation of through traffic routes.

(4) To ensure fair and equal treatment of any designated airline, the frequency of services, the types of aircraft to be used with regard to capacity, as well as the flight schedules shall be subject to approval by the aeronautical authorities of the Contracting Parties.

(5) The aeronautical authorities of the Contracting Parties should, if necessary, endeavour to reach a satisfactory arrangement regarding transport capacity and frequencies.

(6) Co-operation arrangements concerning the exercise of traffic rights granted by this Agreement, especially the use of common flight numbers (code sharing) or the contractual purchase of partial capacities (blocked space), concluded between the designated airlines of both Contracting Parties, shall be submitted for approval to the aeronautical authorities of both Contracting Parties. The airlines designated by one Contracting Party may only make such arrangements with the airlines designated by the other Contracting Party, if these airlines have also been granted the relevant approvals and this only on the basis of reciprocity and in consideration of the national regulations applicable in each case. Such arrangements with other airlines of the other Contracting Party shall require the approval of the aeronautical authorities of this Contracting Party. The provisions of Article 3 (1) of this Agreement shall remain unaffected.

Article 9

Communication of Operating Information and Statistics

(1) Each designated airline shall communicate to the aeronautical authorities of the Contracting Parties at least one month prior to the initiation of air services on the routes specified in accordance with Article 2 (2) of this Agreement and before the start of each following flight plan period the type of service, the types of aircraft to be used

and the flight schedules. Short-term changes are to be notified immediately. The aeronautical authorities shall give their decision on such traffic programme submissions within 15 (fifteen) days from the date the airline concerned submits its programme to approval.

(2) The aeronautical authorities of either Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party at their request such periodic or other statistical data of the designated airlines as may be reasonably required for the purpose of reviewing the capacity provided by any designated airline of the first Contracting Party on the routes specified in accordance with Article 2 (2) of this Agreement. Such information shall include, as far as possible, details of the origins and destinations of the traffic carried.

Article 10 Tariffs

(1) The tariffs to be charged by a designated airline for passengers on the routes specified in accordance with Article 2 (2) of this Agreement shall be subject to approval by the aeronautical authorities of the Contracting Party in whose territory the point of departure of the journey (according to the information in the transport documents) is situated.

(2) In their tariffs, the designated airlines shall take into account the cost of operation, a reasonable profit, and the prevailing conditions of competition and of the market as well as the interests of transport users. The competent aeronautical authorities may refuse to approve a tariff only, if it does not comply with these criteria.

(3) The tariffs shall be submitted by the designated airlines to the aeronautical authorities for approval at least one month prior to the envisaged date of their introduction.

(4) If the aeronautical authorities of either Contracting Party do not consent to a tariff submitted for their approval, they should inform the airline concerned within twenty-one days after the date of submission of the tariff. In such case, this tariff shall not be applied. The tariff applied up to that time, which was to be replaced by the new tariff, shall continue to be applied.

Article 11 Commercial Activities

(1) Each Contracting Party shall, on a reciprocal basis, grant to any designated airline of the other Contracting Party the right to maintain in its territory such offices and administrative, commercial and technical personnel as are needed by the designated airline.

(2) The establishment of the offices and the employment of the personnel referred to in paragraph 1 above shall be subject to the laws and regulations of the Contracting Party concerned, such as the laws and regulations relating to the admission of foreigners and their stay in the territory of the Contracting Party concerned. The personnel employed in the offices according to paragraph 1 above shall be granted residence and work permits in accordance with the laws and regulations of the Contracting Party concerned.

(3) Each Contracting Party shall, on a reciprocal basis, grant to any designated airline of the other Contracting Party the right of self-handling of passengers, baggage, cargo and mail for the designated or other airlines of the other Contracting Party. This right does not include airside ground handling services (aircraft ground handling), which remain the prerogative of the airport operators.

(4) Each Contracting Party shall grant to any designated airline of the other Contracting Party the right to sell its transport services on its own transport documents directly in its own sales offices and through its agents in the territory of the other Contracting Party to any customer.

Article 12

Aviation 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 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 15 days or such longer period as may be agreed, shall be grounds for the application of Article 4 of this Agreement (revocation or limitation of operating authorisation).

(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 airline or 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 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 for the purpose of undertaking a ramp inspection of an aircraft operated by 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 above 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 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.

Article 13

Aviation Security

(1) Consistent with their rights and obligations under international law, the Contracting Parties reaffirm their obligation to each other to protect the security of civil aviation against acts of unlawful interference. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, 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, and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, Done at Montreal on 23 September 1971, signed at Montreal on 24 February 1988.

(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) 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, in mutual consultations, assist each other by facilitating communications and other appropriate measures intended to terminate as rapidly as commensurate with minimum risk to life such incident or threat thereof.

(4) Each Contracting Party shall take measures, as it may find practicable, to ensure that an aircraft subjected to an act of unlawful seizure or other acts of unlawful interference which is on the ground in its territory is detained on the ground unless its departure is necessitated by the overriding duty to protect the lives of its crew and passengers. Wherever practicable, such measures shall be taken on the basis of mutual consultations.

(5) The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organisation and designated as Annexes to the 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 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.

(6) Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 5 above required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that measures are effectively applied within its territory to protect the aircraft and to screen passengers, crew and carry-on items and to carry out appropriate security checks on baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall look favourably on any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

(7) Should a Contracting Party depart from the aviation security provision this Article, the aeronautical authorities of the other Contracting Party may request immediate consultations with the aeronautical authorities of the former Contracting Party. Failure to reach a satisfactory agreement within one month of the date of such request shall constitute grounds for withholding, revoking, limiting or imposing conditions on the operating authorisation of an airline or airlines of the former Contracting Party. If required by a serious emergency, either Contracting Party may take interim action prior to the expiry of the month.

Article 14

Immigration and Control of Travel Documents

(1) Upon the request of either Contracting Party the other Contracting Party shall permit the airlines which exercise air traffic rights in both countries to take measures to ensure that only passengers with the travel documents required for entry into or transit through the requesting State are carried.

(2) Either Contracting Party shall accept for examination a person being returned from his point of disembarkation after having been found inadmissible if this person previously stayed in its territory before embarkation, other than in direct transit. A Contracting Party shall not return such a person to the country where he was earlier found to be inadmissible.

(3) This provision is not intended to prevent public authorities from further examining a returned inadmissible person to determine his eventual acceptability in the State or

make arrangements for his transfer, removal or deportation to a State of which he is a national or where he is otherwise acceptable. Where a person who has been found to be inadmissible has lost or destroyed his travel documents, a Contracting Party shall accept instead a document attesting to the circumstances of embarkation and arrival issued by the public authorities of the Contracting Party where the person was found to be inadmissible.

Article 15

Exchange of Views

Exchanges of views shall take place as needed between the aeronautical authorities of the Contracting Parties in order to achieve close co-operation and agreement in all matters pertaining to the application of this Agreement.

Article 16

Consultations

Consultations may be requested at any time by either Contracting Party for the purpose of discussing amendments to this Agreement or to the Route Schedule or questions relating to interpretation. The same applies to discussions concerning the application of this Agreement if either Contracting Party considers that an exchange of views within the meaning of Article 15 of this Agreement has not produced any satisfactory results. Such consultations shall begin within two months of the date of receipt by the other Contracting Party of any such request.

Article 17

Settlement of Disputes

(1) Where any disagreement concerning the interpretation or application of this Agreement cannot be settled in accordance with Article 16 of this Agreement, it shall be submitted to an arbitral tribunal at the request of either Contracting Party.

(2) Such arbitral tribunal shall be constituted ad hoc as follows: each Contracting Party shall appoint one member, and these two members shall agree upon a national of a third State as their chairman to be appointed by the Governments of the Contracting Parties. Such members shall be appointed within two months and such chairman within three months, of the date on which either Contracting Party has informed the other Contracting Party of its intention to submit the disagreement to an arbitral tribunal.

(3) If the periods specified in paragraph 2 above have not been observed, either Contracting Party may, in the absence of any other relevant arrangement, invite the President of the Council of the International Civil Aviation Organisation to make the necessary appointments. If the President is a national of either Contracting Party or if he is otherwise prevented from discharging this function, the Vice-president deputising for him should make necessary appointments.

(4) The arbitral tribunal shall reach its decisions by a majority of votes. Such decisions shall be binding on the Contracting Parties. Each Contracting Party shall bear the cost of its own member as well as of its representation in the arbitral proceedings; the cost of the chairman and any other costs shall be born in equal parts by the Contracting Parties. In all other respects, the arbitral tribunal shall determine its own procedure.

Article 18

Multilateral Agreements and Conventions

In the event of a general multilateral air transport agreement or convention concerning any matter covered by this Agreement, accepted by the Contracting Parties entering into force, the provisions of such agreement or convention shall prevail. Any discussions with a view to determining the extent to which this Agreement is terminated, superseded, amended or supplemented by the provisions of the multilateral agreement or convention shall take place in accordance with Article 16 of this Agreement.

Article 19

Registration with the International Civil Aviation Organisation

This Agreement, any amendments to it and any exchange of notes under Article 2 shall be communicated by the to the International Civil Aviation Organisation for registration.

Article 20

Amendment

The Contracting Parties, on the basis of mutual agreement, can make amendments to this Agreement, which will be legalised by a separate Protocol. This Protocol becomes an integral part of this agreement and will enter into force in

accordance with the provisions set forth in paragraph 1 of the Article 21 of this Agreement.

Article 21
Entry into Force, Duration

(1) This Agreement shall enter into force on the day of written notification of the Contracting Parties to each other on the fulfilment of internal procedures provided for the national legislation of either Contracting Party.

(2) This Agreement shall be concluded for an unlimited period.

Article 22
Termination

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organisation. In such case this Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organisation.

Done at Tallinn this 17 March 2000, in duplicate in the Armenian, Estonian and English languages, all three texts being authentic.

In case of divergent interpretations of the Estonian and Armenian texts, the English text shall prevail.

ANNEX
to the Air Transport Agreement between the Government of the
Republic of Estonia and the Government of the Republic of Armenia

ROUTE SCHEDULE

1. The routes to be operated in both directions by the designated airline(s) of the Republic of Estonia:

Points of origin	Intermediate points	Points in Armenia	Points beyond
Points in Estonia	Any points in third countries to be chosen by Estonia	Yerevan and/or another point in Armenia to be chosen by Estonia	Any points in third countries to be chosen by Estonia

Any point or points on the specified routes may, at the option of a designated airline(s), be omitted on any or all flights provided that all services originate or terminate in Estonia.

2. The routes to be operated in both directions by the designated airline(s) of the Republic of Armenia:

Points of origin	Intermediate points	Points in Estonia	Points beyond
Points in Armenia	Any points in third countries to be chosen by Armenia	Tallinn and/or another point in Estonia to be chosen by Armenia	Any points in third countries to be chosen by Armenia

Any point or points on the specified routes may, at the option of a designated airline(s), be omitted on any or all flights provided that all services originate or terminate in Armenia.

3. Fifth freedom traffic rights to/from any beyond point may be exercised only if an agreement to that effect is made between the aeronautical authorities of the Contracting Parties.

The Agreement has entered into force on 9 October, 2001.