

AGREEMENT

Between the Government of the Republic of Armenia and the Government of the Republic of Lebanon concerning air services

The Government of the Republic of Armenia and the Government of the Republic of Lebanon hereinafter referred to as "the Contracting Parties",

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944,

Desiring to conclude an agreement supplementary to the said Convention for the purpose of establishing and operating scheduled air services between and beyond their respective territories,

Have agreed as follows:

Article 1 Definitions

1. For the purpose of the present Agreement, unless the context otherwise requires, the expressions:

(a) "Convention" means 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 of the Convention under Articles 90 and 94 thereof so far as the annexes and amendments have been adopted by both Contracting Parties;

(b) "aeronautical authorities" means, in the case of the Republic of Armenia - the General department of Civil Aviation and in the case of the Republic of Lebanon - the Director General of Civil Aviation or, in both cases, any other person or body authorized to perform the functions exercised at present by the said authorities;

(c) "designated airline" means any airline, which has been designated and authorized in accordance with Article 3 of the present Agreement;

(d) "territory of the Contracting Party" and "nationals of the Contracting Party" mean the territory and the nationals of both the Republic of Armenia and the Republic of Lebanon respectively;

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

(f) "capacity" in relation to an agreed service means the capacity of the aircraft used on such service multiplied by the frequency operated by that aircraft over a given period and route or section of a route;

(g) "carriage of traffic" means the carriage of passengers, cargo and mail, in combination or separately;

(h) "tariff" means the prices or charges to be paid for the international carriage of passengers, baggage and cargo and the conditions under which those

prices or charges apply, including prices or charges and conditions for agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail;

(i) "specified routes," means the routes specified in the Annex to the present Agreement on which scheduled international air services will be operated by the designated airlines of the Contracting Parties;

(j) "agreed services," means the services established or to be established on the routes specified in the Annex to the present Agreement;

(k) "Agreement" means the present Agreement or as amended in accordance with the provisions of Article 19 of this Agreement;

(l) "Annex" means the Annex to the present Agreement or as amended in accordance with the provisions of Article 19 to this Agreement. The Annex forms an integral part of this Agreement and all references to the Agreement shall include references to the Annex except where otherwise expressly stipulated.

Article 2

Grant of rights

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

2. Subject to the provisions of the present Agreement, the designated airline(s) of each Contracting Party shall enjoy, while operating the agreed services on the specified routes, the following rights:

(a) to overfly without landing the territory of the other Contracting Party;

(b) to make stops in the territory of the other Contracting Party for non-traffic purposes; and

(c) to embark and/or disembark in the territory of the other Contracting Party at the points specified in the Annex to the present Agreement, international traffic in passengers, cargo and mail, in combination or separately.

3. Nothing in paragraph 2 of this Article shall be deemed to confer on the designated airline(s) of one Contracting Party the right of taking up, in the territory of the other Contracting Party, passengers, - cargo and mail carried for remuneration or hire and destined for another point within the territory of that other Contracting Party (Cabotage).

Article 3

Designation of airlines

1. Each Contracting Party shall have the right to designate to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes. Such designation shall form the object of a written notification between the aeronautical authorities of the Contracting Parties.

2. On receipt of such designation, the aeronautical authorities of the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this Article; grant without delay to the airline(s) so designated the appropriate operating authorization.

3. The aeronautical authorities of one Contracting Party may require the designated airline(s) of the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary on the exercise by the designated airline(s) of the other Contracting Party of the rights specified in Article 2 of the present Agreement, in any case where the first Contracting Party is not satisfied that substantial ownership and effective control of that airline(s) are vested in the Contracting Party designating the airline(s) or in its nationals.

5. The airline(s) so designated and authorized in accordance with the provisions of paragraphs 1 and 2 of this Article may begin at any time to operate the agreed services, provided that the capacity is regulated under Article 5 of the present Agreement, the schedule is approved in accordance with the provisions of Article 7 of the present Agreement and that the tariffs established in accordance with the provisions of Article 8 of the present Agreement are in force in respect of the agreed services.

Article 4

Revocation or suspension of operating authorization

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend temporarily the rights granted to the airline(s) designated by the other Contracting Party, or to impose such conditions, as it may deem necessary on the exercise of those rights:

(a) in any case where it is not satisfied that substantial ownership and effective control of that airline(s) are vested in the Contracting Party designating the airline(s) or in nationals of such Contracting Party, or

(b) in case of failure by that airline(s) to comply with the laws and regulations of the Contracting Party granting those rights, or

(c) in case, in the judgment of the former party, the airline(s) otherwise fails to comply with the provisions of the present Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringements of laws and regulations, such rights shall be exercised by each Contracting Party only after consultations with the other Contracting Party, in accordance with the Article 16 of the present Agreement.

Article 5

Principles governing operation of the agreed services

1. There shall be fair and equal opportunity for the designated airlines of the Contracting Parties to operate the agreed services on the specified routes.

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

3. On any specified route the capacity provided by the designated airlines(s) of one Contracting Party together with the capacity provided by the designated airline(s) of the other Contracting Party shall be maintained in reasonable relationship with the requirements of the public for air transport on that route.

4. The agreed services provided by the designated airlines(s) of each Contracting Party shall have as their primary objective the provision, at a reasonable load factor, or capacity adequate to carry the current and reasonably anticipated requirements for the carriage of traffic to and from the territory of the other Contracting Party.

The right of the designated airline(s) to carry traffic between points on the specified routes located in the territory of the other Contracting Party and points located in third countries shall be exercised in accordance with the general principles that the capacity shall be adapted to:

(a) the traffic requirements to and from the territory of the Contracting Party designating the airline(s);

(b) the traffic requirements of the area in which the agreed services pass, after taking into account the local and regional air services; and

(c) the requirements of through airlines operation.

5. The capacity to be provided on the specified routes shall be agreed upon between the designated airlines of both Contracting Parties and approved by the aeronautical authorities of the Contracting Parties.

Article 6

Provisions of statistics

The aeronautical authorities of either Contracting Party shall cause their designated airline(s) to supply to the aeronautical authorities of the other Contracting Party, at their request, such periodic or other statements of statistical data as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of the Contracting Parties.

Article 7

Approval of schedules

The schedules including the frequency of the flights, the days of operations and the type of aircraft to be used shall be agreed upon between the designated airlines of the Contracting Parties. These matters, thus agreed, shall

be submitted for approval to the aeronautical authorities of the Contracting Parties thirty (30) days before starting operations of the agreed services. The same procedure shall be applied in case of subsequent changes and the period of thirty (30) days may be reduced to ten (10) days subject to the approval of the aeronautical authorities concerned.

Article 8 Tariffs

1. The tariffs to be charged by the designated airline(s) of either Contracting Party for the carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, including interests of users, cost of operation, characteristics of service, commission rates, reasonable profit, tariffs of other airlines and other commercial considerations in the market.

2. The tariffs referred to in paragraph 1 of this Article shall, if possible, be agreed upon between the designated airlines of the Contracting Parties and such agreement shall, wherever possible, be reached using the procedures of the appropriate international bodies or organizations.

3. The tariffs so agreed shall be submitted for approval to the aeronautical authorities of the Contracting Parties at least sixty (60) days before the proposed date of their introduction into force. In special cases, this period may be reduced, subject to the approval of the said authorities.

4. The approval of the tariffs may be given expressly. If neither of the aeronautical authorities has expressed disapproval within thirty (30) days from the date of submission of the tariffs, in accordance with paragraph 3 of this Article, these tariffs shall be considered as approved. In the event of the period for submission being reduced as provided for in paragraph 3 of this Article, the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.

5. If a tariff cannot be agreed upon in accordance with paragraph 2 of this Article, or if, during the period applicable in accordance with paragraph 4 of this Article, the aeronautical authorities of one Contracting Party give the aeronautical authorities of the other Contracting Party notice of their disapproval of a tariff agreed in accordance with paragraph 2 of this Article, the aeronautical authorities of the Contracting Parties shall endeavor to determine the tariff by mutual agreement.

6. If the aeronautical authorities of the Contracting Parties cannot agree on any tariff submitted to them under paragraph 3 of this Article, or on the determination of any tariff under paragraph 5 of this Article, the dispute shall be settled in accordance with the provisions of Article 17 of the present Agreement.

7. Any tariff established in accordance with the provisions of this Article shall remain in force until a new tariff has been approved. The applicability of the tariff concerned may be extended beyond the original expiry date by the approval of the aeronautical authorities of the Contracting Parties. However, a

tariff shall not be prolonged by virtue of this paragraph for more than twelve (12) months after the date on which it would otherwise have expired.

Article 9

Exemption from customs and other duties

1. Aircraft operated on international air services by the designated airlines of either Contracting Party, as well as their regular equipment, supplies of fuel and lubricants, spare parts and aircraft stores, including food, beverages, tobacco and other products destined for sale to passengers during the flight, on board such aircraft shall be exempt from all customs duties, inspection fees and any other duties on arriving in the territory of the other Contracting Party, provided that such equipment, supplies and stores remain on board the aircraft up to such time as they are re-exported.

2. There shall also be exempt from the same duties and fees, with the exception of charges corresponding to the service performed:

(a) the fuel and lubricants destined to supply aircraft of the designated airline(s) used on international air services, taken on board in the territory of the other Contracting Party, even when such fuel and lubricants are used on the part of the flight performed over the territory in which they were taken on board;

(b) the spare parts and usual airborne equipment introduced into the territory of the other Contracting Party for the maintenance or repair of aircraft of the designated airline(s) used on international air services;

(c) the aircraft stores taken on board in the territory of the other Contracting Party within the limits fixed by the competent authorities of the said Contracting Party, and destined for use on board the aircraft of the designated airline(s) operating on the international air services;

(d) cargo and baggage in direct transit, carried by the aircraft of the designated airline(s) used on international air services;

(e) the items and the materials introduced in the territory of either of the Contracting Party in order to be used in the agency offices of the airline(s) designated by the other Contracting Party for promotion and advertising provided that they bear the name of the respective airline(s) and are complimentary distributed.

Remarks:

- Materials referred to in subparagraphs (a), (b) and (c) above may be required to be kept under customs supervision or control.

- The furniture, the office equipment and the materials introduced in the territory of either Contracting Party in order to be used in the agency offices of the airline(s) designated by the other Contracting Party shall be regulated according to the customs laws of either Contracting Party.

3. The regular airborne equipment as well as the materials and supplies retained on board the aircraft of the designated airline(s) of either Contracting

Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of such 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. Each Contracting Party shall grant to the airline(s) designated by the other Contracting Party the same privileges, which its own designated airline(s) enjoy in the territory of the other Contracting Party.

Article 10 Representation

1. Each Contracting Party grants to the designated airline(s) of the other Contracting Party, on a reciprocal basis, the right to establish and maintain in its territory offices with commercial, technical, operational and administrative personnel as may be necessary for the requirements of the designated airline(s) concerned.

2. The designated airline(s) of each Contracting Party shall have the right to issue its own documents of carriage on their own worldwide services and to advertise and promote sales in the territory of the other Contracting Party. Such sales may be affected in accordance with the laws and regulations in force of this other Contracting Party, either directly through their own sales offices or through sales and/or travel agencies, to any person, organization or body.

3. The establishment of the offices and the employment of the personnel referred to in paragraph 1 of this Article shall be subject to the laws and regulations of the Contracting Party concerned, such as laws and regulations relating to the admission of foreigners and their stay in the territory of the Contracting Party concerned.

4. The designated airline(s) of either Contracting Party shall have the right to assign an exclusive general agent in the territory of the other Contracting Party for the execution of sales related to passengers and cargo transportation.

Article 11 Transfer of earnings

1. Each Contracting Party grants to the designated airline(s) of the other Contracting Party the right of free transfer of the excess of receipts over expenditure, earned in its territory in connection with the carriage of passengers, baggage, cargo and mail by the designated airline(s) of this other Contracting Party. Such transfer shall be made in a free convertible currency at the official rate of exchange on the day the transfer is made.

2. Where a special payment agreement exists between the Contracting Parties, the transfer shall be affected in accordance with the provisions of that agreement.

3. The profit earned as a result of the operation of aircraft engaged in international traffic and mobile goods that are used for operating the aircraft are not taxable but only in that State where the designated airline(s) is registered.

Article 12

Airport and similar charges

Any charges that may be imposed or permitted to be imposed for using the airports and air navigation facilities in the territory of both Contracting Parties shall be levied according to the official level of the tariffs established in accordance with the laws and other regulations in force in these States, which are applied to all aircraft that operate similar international air services.

Article 13

Recognition of certificates and licenses

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services stipulated in the present Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standard which may be established pursuant to the Convention.

Article 14

Applicability of laws and regulations

1. The laws and regulations of one Contracting Party relating to the admission to, stay in, transit through or departure from its territory, aircraft, passengers, crew, baggage, cargo or mail of aircraft, including regulations relating to entry, clearance, Immigration, emigration, passports, customs, currency and quarantine, shall be complied with by or on behalf of such aircraft, passengers, crew, baggage, cargo or mail of the designated airline (s) of the other Contracting Party upon entrance into or departure from or while within the territory of the first Contracting Party.

2. The air ways and the points of overflying the borders of the Republic of Armenia and of the Republic of Lebanon respectively for the routes specified in the Annex of the present Agreement shall be independently established by each Contracting Party in its territory.

Article 15

Applicability of multilateral air convention

1. To the extent to which they are applicable to the air services established under the present Agreement, the provisions of the Convention shall remain in force in their present form between the Contracting Parties for

duration of the present Agreement, unless the Contracting Parties ratify any amendment to the Convention which shall have duly entered into force, in which case the Convention as amended shall remain in force for the duration of the present Agreement.

2. If a general multilateral agreement or convention concerning air transport enters into force in respect of the Contracting Parties, the present Agreement shall be amended by negotiations between the Contracting Parties so as to conform to the provisions of such agreement or convention.

Article 16 Consultations

1. In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensure the implementation of, and satisfactory compliance with the provisions of the present Agreement.

2. Either Contracting Party may at any time request consultations on the interpretation, application or amendment of the present Agreement with the other Contracting Party. Such consultations, which may be between the aeronautical authorities of the Contracting Parties through direct negotiations or by correspondence, shall begin within a period of sixty (60) days from the date the other Contracting Party receives the request, unless the Contracting Parties agree to an extension of the period.

Article 17 Settlement of disputes

Any dispute relating to the interpretation or application of the present Agreement shall be settled by direct negotiations between the aeronautical authorities of the Contracting Parties. In the case when the aeronautical authorities fail to reach an agreement, the Contracting Parties shall endeavor to settle the dispute through diplomatic channels.

Article 18 Aviation 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 the present Agreement. 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 of 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 any other convention on aviation security to which the Contracting Parties shall become members.

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 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.

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 Annex 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 the 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 and aircraft stores prior to and during boarding or loading. 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.

5. 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 the incident or threat thereof.

6. Each Contracting Party shall take measures, as it may find practicable, to ensure that an aircraft subject to an act of unlawful seizure or other acts of unlawful interference which has landed in the territory of the respectively State is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.

7. Should one Contracting Party have problems with regard to the aviation security provisions of this Article, the aeronautical authorities of either Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party.

Article 19 Amendment

1. The present Agreement may be modified by mutual agreement of the Contracting Parties. For this purpose, each Contracting Party shall examine carefully any proposal presented by the other Contracting Party. Any modification agreed upon shall come into force when the Contracting Parties have reciprocally notified each other through diplomatic channels, that the formalities required by their legislation and related to the entry into force have been complied with.

2. The Annex to the present Agreement may be modified by exchange of correspondence or by direct negotiations between the aeronautical authorities of the Contracting Parties and shall be confirmed by an exchange of letters.

3. The negotiations relating to the modification of the present Agreement or its Annex shall begin within a period of sixty (60) days from the date of receipt of the request, unless both parties agree to an extension of this period.

Article 20 Registration

The present Agreement and any amendments thereto shall be registered with the International Civil Aviation Organization.

Article 21 Entry into force

This Agreement shall enter into force provisionally on the date of its signature and definitively when both Contracting Parties have completed the formal procedures according to their laws and regulations in force.

Article 22 Termination

Either Contracting Party may, at any time give, through diplomatic channels, written notice to the other Contracting Party of its decision to terminate the present Agreement. Such notice shall be given simultaneously to the International Civil Aviation Organization. In such case the present Agreement shall be terminated twelve (12) 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, the notice shall be deemed to have been received fourteen (14) days after the receipt of this notice by the International Civil Aviation Organization.

In witness whereof, the undersigned, plenipotentiaries, being duly authorized by their respective Governments, have signed the present Agreement.

Done in duplicate at Beirut this 1st day of May 1995, in the English language.

The Agreement has entered into force on September 4, 1998.