

AGREEMENT

Between the Government of the Republic of Armenia and the Government of the Republic of Poland concerning civil air transport

The Government of the Republic of Armenia and the Government of the Republic of Poland hereinafter called "the Contracting Parties",
desiring to promote the mutual relations in the area of civil aviation,

have agreed as follows:

Article 1

For the purposes of this Agreement and of the Annex thereto:

a) the term "aeronautical authority" shall mean, in the case of the Republic of Armenia - General Department of Civil Aviation, and, in the case of the Republic of Poland - Ministry of Transport and Maritime Economy, or in both cases, any person or body authorized to perform any functions being the responsibility of the said authorities;

b) the term "designated airline" shall mean an airline which has been designated for the purpose of operating the agreed services on the routes specified in the Annex to this Agreement and which has obtained the operating authorization, in accordance with the provisions of Article 3 of this Agreement.

Article 2

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 thereto.

Such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively. The airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:

a) to fly without landing across the territory of the other Contracting Party;

b) to make stops in the said territory for non-traffic purposes;

c) to take on and to put down in international traffic passengers, mail and cargo at the specified points on the specified routes, subject to the provisions of this Agreement and the Annex thereto.

Article 3

1. Each Contracting Party shall have the right to designate an airline for the purpose of operating the agreed services on the specified routes. This designation shall be notified by the aeronautical authorities of one Contracting Party to the aeronautical authorities of the other Contracting Party.

2. The Contracting Party having received the notification of designation shall, subject to the provisions of paragraphs 3 and 4 of this Article, without delay grant the appropriate operating authorization to the airline designated by the other Contracting Party.

3. The aeronautical authorities of one Contracting Party may require the designated airline of the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally applied to the operations of international air services by such authorities in conformity with the provisions of the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944.

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 a designated airline of the rights specified in Article 2 of this Agreement, if the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or its nationals.

5. When a designated airline has been so authorized under paragraph 2 of this Article, it accordance with the provisions of Article 10 of this Agreement is in force in respect of that service.

Article 4

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights by an airline 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 are vested in the Contracting Party designating the airline or in nationals of such Contracting Party, or

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

c) in the case the airline fails to operate in accordance with the conditions prescribed in this Agreement and the Annex thereto.

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 or regulations, such right shall be exercised only after consultation with the other Contracting Party.

Article 5

1. The airlines designated by the Contracting Parties for the purpose of operating the agreed services shall provide capacity adequate to meet the current and reasonably anticipated requirements for the international carriage on these services.

2. If the national regulations of a Contracting Party so require the agreements, which may be concluded between the designated airlines for the

purpose of operating the agreed services, shall be subject to the approval of the aeronautical authorities of the said Contracting Party.

Article 6

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

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

a) aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the competent authorities of the said Contracting Party and destined for use on board outbound aircraft operated on an international service by the designated airline of the other Contracting Party,

b) spare parts and regular equipment entered into the territory of one of the Contracting Parties and destined for the maintenance or repair of aircraft engaged in international service by the designated airline of the other Contracting Party,

c) fuel and lubricants destined to supply aircraft engaged in an international service by the designated airline of the other Contracting Party even when these supplies are to be used on the part of the flight performed over the territory of the Contracting Party in which they are taken on board,

d) advertising materials having no commercial value used by the designated airline in the territory of the other Contracting Party.

3. If national laws or regulations of either Contracting Party so require, materials referred to in paragraphs 1 and 2 of this Article shall be kept under customs control of the said Contracting Party.

Article 7

The regular airborne equipment, as well as materials and supplies retained on board of the aircraft operated by the designated airline 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 territory.

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 with the consent of the same authorities.

Article 8

Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such

purpose shall only be subject to a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 9

1. The laws and regulations of each Contracting Party governing the admission to, remaining in and departure from its territory of aircraft engaged in international navigation and the operation and navigation of such aircraft while within the limits of its territory, shall also be applied to the aircraft of the designated airline by the other Contracting Party.

2. The laws and regulations of each Contracting Party governing the admission to, remaining in and departure from its territory of passengers, crews, mail and cargo transported on board of aircraft and in particular these regarding passports, customs and sanitary control shall be applied to passengers, crews, mail and cargo taken on board of the aircraft of the designated airline of the other Contracting Party.

Article 10

1. The tariffs to be charged by the designated airline of one Contracting Party for 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 costs of operation, reasonable profit and the tariffs of the other airlines.

2. The tariffs referred to in paragraph 1 of this Article shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties, in consultation with other airlines operating over whole or part of the route. Such agreement shall, where possible, be reached through the rate-fixing machinery established by the International Air Transport Association.

3. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least forty-five days before the proposed date of their introduction. In special cases, this time limit may be reduced, subject to the agreement of the said authorities.

4. If the designated airlines cannot agree on any of these tariffs, or if for some reason a tariff cannot be fixed in accordance with the provisions of paragraph 2 of this Article or, if during the first thirty days of the forty-five days period referred to in paragraph 3 of this Article the aeronautical authorities of one Contracting Party give the aeronautical authorities of the other Contracting Party notice of their dissatisfaction with any tariff agreed in accordance with provision of paragraph 2 of this Article, the aeronautical authorities of both Contracting Parties shall try to determine the tariff by agreement between themselves.

5. No tariff shall come into force if the aeronautical authorities of the Contracting Parties have not approved it.

6. The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

Article 11

1. Accounts and payments between the designated airlines shall be settled in conformity with the provisions of the payment agreement being in force between both countries and in conformity with currency regulations being in force on their territories.

2. In the absence of the appropriate provisions of payment agreement, the above mentioned accounts and payments shall be settled in convertible currency in accordance with the currency regulations being in force.

Article 12

1. Each Contracting Party exempts receipts coming from the operation of aircraft in international traffic by the designated airline of the other Contracting Party from any taxes, charges from profits as well as from other financial charges.

2. Each Contracting Party undertakes not to collect taxes from salaries of employees of the other Contracting Party delegated from its country to work in the representations mentioned in Article 13 of this Agreement.

Article 13

1. The designated airlines shall have the right to maintain on the territory of the other Contracting Party their representations with the necessary personnel to operate the agreed air services.

2. The designated airline 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. The Contracting Parties shall not restrict the right of the designated airline of each Contracting Party to sell, and of any person to purchase, such transportation, provided reciprocity is applied.

3. The above-mentioned activities shall be carried out in accordance with the laws and regulations of the other Contracting Party.

Article 14

In a spirit of close collaboration, 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 Annex thereto.

Article 15

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body, or the dispute may at the request of either Contracting Party be submitted for the decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated.

Each of the Contracting Parties shall nominate an arbitrator within a period of sixty days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as president of the arbitral body.

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

Article 16

1. The Contracting Parties reaffirm their rights and obligations under international law, including the Convention on International Civil Aviation, signed at Chicago on 7 December 1944, and including 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 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, signed at Montreal on 24 February 1988.

2. The Contracting Parties shall provide upon request all possible assistance to each other to prevent acts of unlawful seizure of aircraft and other unlawful acts against the safety of passengers, crews, aircraft, airports and air navigation facilities and any other threat to aviation security.

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 to the extent that such security standards are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators 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 standards.

4. Each Contracting Party agrees that its airline may be required to observe the aviation security standards referred to in paragraph 3 required by the other Contracting Party, for entrance into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that effective measures are taken within its territory to protect aircraft, to screen passengers and their carry-on items, and to carry out appropriate checks on crews, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also act favourably upon 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 crews, 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.

Article 17

1. Either Contracting Party may in any time propose to the other Contracting Party any amendment, which it considers desirable to bring to this Agreement. The consultation between the Contracting Parties concerning the proposed amendments shall begin within a period of sixty days from the date of the presentation of request for such consultation by one Contracting Party.

2. If one Contracting Party considers it desirable to amend the Annex to this Agreement, the aeronautical authorities of both Contracting Parties may agree upon any such amendment.

3. Any amendments to this Agreement or its Annex pursuant to paragraph 1 or 2 of this Article shall come into effect when confirmed by an exchange of notes between the Contracting Parties.

Article 18

This Agreement is concluded for indefinite time.

Either Contracting Party may at any time denounce it by notification. In such a case this Agreement shall terminate twelve months after the date of receipt of notification by the other Contracting Party.

Article 19

This Agreement shall be registered with International Civil Aviation Organization.

Article 20

The present Agreement shall enter into force on the day when the Contracting Parties have reciprocally notified, through diplomatic channels, the compliance with the formalities required by their legislation.

Done at Warsaw on the 27 of January 1998 in duplicate in the Armenian, Polish and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

ANNEX

Route schedule

1. The designated airline of the Republic of Armenia is the Armenian Airlines and the designated airline of the Republic of Poland is LOT Polish Airlines S.A.

2. Routes on which air services may be operated by the designated airline of the Republic of Armenia:

Points of departure	Intermediate points	Points in the Poland	Points beyond
Yerevan	One point	Warsaw	One point

3. Routes on which air services may be operated by the designated airline of the Republic of Poland:

Points of departure	Intermediate points	Points in Armenia	Points beyond
Warsaw	One point	Yerevan	One point

4. Intermediate points and points beyond will be agreed between the designated airlines and subject to approval by the aeronautical authorities of the Contracting Parties.

The Agreement has entered into force on May 6, 1999.