

A G R E E M E N T

BETWEEN THE GOVERNMENT OF CZECHOSLOVAK
SOCIALIST REPUBLIC AND THE GOVERNMENT
OF ISLAMIC REPUBLIC OF PAKISTAN
RELATING TO AIR SERVICES

The Government of Czechoslovak Socialist Republic and the Government of Islamic Republic of Pakistan hereinafter described as the Contracting Parties,

Being Parties to the Convention on International Civil Aviation and the International Air Services Transit Agreement, signed at Chicago on the seventh day of December, 1944,

And desiring to conclude an agreement for the purpose of establishing air services between their respective territories and beyond,

Have agreed as follows:

ARTICLE I.

For the purpose of this Agreement:

- a) "The Convention" means the Convention on

International Civil Aviation signed at Chicago on the seventh day of December, 1944;

- b) "Aeronautical Authority" shall mean, in the case of the Czechoslovak Socialist Republic, the Federal Committee for Transport - Civil Aviation Administration and in the case of the Islamic Republic of Pakistan, the Director General of Civil Aviation or, in both cases, any person or body authorized to perform the functions presently exercised by the aforesaid authorities;
- c) "territory" in relation to a Contracting Party means the land areas the territorial waters adjacent thereto under the sovereignty, suzerainty, protection or trusteeship of that Contracting Party;
- d) "air services", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
- e) "designated airline" means an airline which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with Article III of this Agreement.

ARTICLE II.

1. Each Contracting Party grants to the other Contracting Party the rights specified in this 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 hereafter 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; and
- (c) to take up and to put down passengers, cargo and mail at any point on the specified routes subject to the provisions contained in the Annex to the present Agreement.

2. Nothing in paragraph 1 of this Article shall be deemed to confer on the airline of one Contracting Party the privilege of taking up, 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 that Contracting Party.

ARTICLE III.

1. Each Contracting Party shall have the right to designate one airline for the purpose of operating the agreed services on the specified routes. This designation shall be notified in writing by one Contracting Party to the other Contracting Party.
2. On receipt of the notification, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this Article, without delay grant to the airline designated the appropriate operating authorisations.
3. The Aeronautical Authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities.

4. Each Contracting Party shall have the right to refuse to accept the designation of an airline or to refuse to grant the operating authorisations 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 II of the present Agreement, in any case where 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 in its nationals.

5. When an airline has been so designated and authorised under paragraph 2 of this Article, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article VIII of the present Agreement is in force in respect of that service.

ARTICLE IV.

1. Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article II of the present Agreement by an airline designated

by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these 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 case the airline 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 or regulations, such right shall be exercised only after consultation with the other Contracting Party.

ARTICLE V.

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

2. The laws and regulations of one Contracting Party relating to the entry into, stay in, or departure from its territory of passengers, crew and cargo shall equally apply to passengers, crew and cargo of the aircraft operated by the designated airline of the other Contracting Party.

ARTICLE VI.

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories and beyond.

2. In operating the agreed services, the designated airline of each Contracting Party shall

take into account the interests of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same route.

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

4. In the application of the principles stated in the preceding paragraphs of this Article:

(a) the agreed services provided by each designated airline shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to the current and reasonably anticipated requirements for the carriage of traffic originating in the territory of either Contracting Party and destined for the territory of the other Contracting Party;

(b) the rights of the designated airline of either Contracting Party to embark and

to disembark at points in the territory of the other Contracting Party international traffic destined for or coming from third countries shall be in accordance with the principle that such traffic will be of a supplementary character and capacity shall be related to:

(i) the air transport needs between the country of origin and the countries of destination and the air transport needs of the area through which the designated airline passes, after taking account of local and regional air services; and

(ii) the economics of through airline operation.

5. The capacity to be provided at the outset before the agreed services are inaugurated and also any subsequent changes in capacity shall be agreed to between the Aeronautical Authorities of both the Contracting Parties.

ARTICLE VII.

1. Each Contracting Party shall cause its designated airline to provide to the Aeronautical Authorities of the other Contracting Party, as long in advance as practicable, copies of tariffs, schedules, including any modification thereof, and all other relevant information concerning the operation of the agreed services, including information about the capacity provided on each of the specified routes and any further information as may be required to satisfy the Aeronautical Authorities of the other Contracting Party that the requirements of this Agreement are being duly observed.

2. Each Contracting Party shall cause its designated airline to provide to the Aeronautical Authorities of the other Contracting Party statistics relating to the traffic carried on the agreed services showing the points of embarkation and disembarkation on the agreed services.

ARTICLE VIII.

1. The tariffs to be adopted by the designated airline of each Contracting Party in respect of traffic carried under this Agreement to or from

the territory of the other Contracting Party shall be agreed in the first instance between the designated airlines of both Contracting Parties and shall have regard to relevant tariffs adopted by the International Air Transport Association. Any tariffs so agreed shall be subject to the approval of the Aeronautical Authorities of both Contracting Parties.

2. In the event of disagreement the dispute shall be dealt with in accordance with Article XV.

3. No new or amended tariffs shall come into effect unless they are approved by the Aeronautical Authorities of both Contracting Parties in accordance with paragraph 1 of this Article or are determined in accordance with the provisions of Article XV of this Agreement. Pending determination of the tariffs in accordance with the provisions of this Article the tariffs already in force shall be maintained.

ARTICLE IX.

The designated airline of either Contracting Party shall have the right to maintain in the territory of the other Contracting Party technical and commercial staff as may be necessary for the operation of air services.

ARTICLE X.

1. The aircraft used by the designated airline of one Contracting Party for the operation of agreed services as well as the usual aircraft equipment, fuel and lubricants, spare parts and aircraft stores on board including foodstuffs, beverages, tobacco products and petty merchandise for sale to passengers on board shall be exempted from all custom duties and other fees when introduced into the territory of the other Contracting Party provided all the equipment and stores remain on board till they are taken out of the country or consumed during the flight over the territory of the other Contracting Party.

2. With the exception of fees for services rendered, the following items shall be also exempted from the said duties and fees:

- (a) fuel and lubricants taken on board the aircraft in the territory of one Contracting Party and intended for use of the aircraft operated by the designated airline of the other Contracting Party over specified routes although the stores may be used over the route section within the territory of the Contracting Party where they were taken on board;

- (b) spare parts introduced into the territory of one Contracting Party for the purpose of maintenance or repairs of the aircraft operated by the designated airline of the other Contracting Party for operation over the specified route; and
- (c) stores taken on board the aircraft in the territory of one Contracting Party in the extent stipulated by the authorities of this Contracting Party and intended for use on board the aircraft of the other Contracting Party engaged in operation over the specified routes.

3. Customary aircraft equipment carried on board, supplies of fuel and lubricants, aircraft stores as well as spare parts carried on board the aircraft operated by the airline of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the consent of the latter's customs authorities. In such a case, they shall be deposited under the supervision of these authorities till such time they are taken out of the country or otherwise used, in accordance with customs regulations.

4. Equipment, stores and material introduced into the territory of one Contracting Party within

the meaning of the preceding paragraphs must not be disposed of without the consent of customs authorities of this Contracting Party.

ARTICLE XI.

The charges for use of airports and other facilities in the territory of each Contracting Party shall be collected on the basis of rates specified by its respective authorities in accordance with Article 15 of the Convention.

ARTICLE XII.

1. Transfers of income in excess of revenue over expenditure accrued to the designated airline of either Contracting Party in the territory of the other Contracting Party shall be effected in accordance with the valid foreign exchange regulations of the other Contracting Party and within the framework of the Payment Agreement in force between the two countries.
2. The Contracting Parties shall adopt measures to facilitate transfers of the income to the other country.

ARTICLE XIII.

1. In a spirit of close collaboration, the Aeronautical Authorities of the two Contracting Parties will consult when necessary with a view to assure the observance of the principles and the implementation of the provisions outlined in this Agreement.

2. Either Contracting Party may, at any time, request consultation with the other Contracting Party with a view to initiate any amendments of this Agreement which it may deem desirable. Such consultation shall begin within a period of sixty days from the date of the request. Any modification of this Agreement agreed to as a result of such consultation shall come into force when it has been confirmed by an Exchange of Diplomatic Notes. If the amendment relates only to the Annex, consultation shall be between the Aeronautical Authorities of both Contracting Parties. When these authorities agree on a new or revised Annex, the agreed amendments shall come into force as soon as they have been confirmed by an Exchange of Diplomatic Notes.

ARTICLE XIV.

Either Contracting Party may, at any time, give notice to the other Contracting Party of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. This Agreement shall terminate one year after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement before the expiration 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 Organization.

ARTICLE XV.

Any dispute arising from the interpretation or implementation of the present Agreement or its Annex shall be settled by direct negotiations between the Aeronautical Authorities of the two Contracting Parties. Should no agreement be reached between the Aeronautical Authorities the dispute shall be settled by the Contracting Parties through diplomatic channels.

ARTICLE XVI.

In the event of the conclusion of a multi-lateral convention or agreement concerning air transport to which both Contracting Parties adhere, this Agreement shall be modified to conform with the provisions of such convention or agreement.

ARTICLE XVII.

This Agreement and any Exchange of Diplomatic Notes in accordance with Article XIII shall be registered with the International Civil Aviation Organization.

ARTICLE XVIII.

The Annex to this Agreement shall be deemed to be part of the Agreement and all references to the Agreement shall include references to the Annex except where otherwise expressly provided.

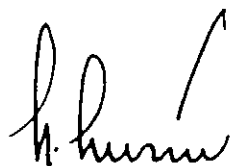
ARTICLE XIX.

The Agreement shall be approved according to the constitutional requirements or internal

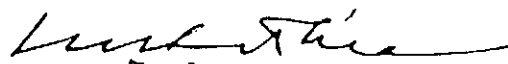
laws and regulations of each Contracting Party and shall come into force by an Exchange of Diplomatic Notes from the day of issue of the later of the two diplomatic notes confirming that these requirements have been fulfilled. The provisions of the present Agreement shall be provisionally applied from the date of signature.

In Witness Whereof the undersigned plenipotentiaries being duly authorized thereto by their respective Governments, have signed this Agreement.

Done this 2nd day of September 1969,
in duplicate at Prague in the English language.



FOR THE GOVERNMENT OF
CZECHOSLOVAK SOCIALIST
REPUBLIC



FOR THE GOVERNMENT OF
ISLAMIC REPUBLIC OF
PAKISTAN

A N N E X

S C H E D U L E I.

1. Routes to be operated by the designated airline of Islamic Republic of Pakistan:

<u>From</u>	<u>To</u>	<u>Intermediate Points</u>	<u>Points beyond</u>
Points in Pakistan	Prague	Points in Middle East, Gulf, North Africa, South & South East Europe, USSR	Central and Western Europe including U.K., North and South America

S C H E D U L E II.

2. Routes to be operated by the designated airline of the Czechoslovak Socialist Republic:

<u>From</u>	<u>To</u>	<u>Intermediate Points</u>	<u>Points beyond</u>
Prague	Karachi	Points in South and South-East Europe - USSR - points in Middle East and/or United Arab Republic - Points in the Gulf	Points in South-East Asia - points in the East - points in Australia

3. The points to be served by the designated airlines on the routes above, shall be specified by subsequent agreement between the Aeronautical Authorities of both Contracting Parties. The Aeronautical Authorities shall apply the principle that the designated airlines may on all or any flights omit calling at any of the points thus specified, provided that the agreed services of the designated airline of one Contracting Party begin at a point in its territory and do not terminate on the territory of the other Contracting Party unless otherwise agreed to.