

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ



AGREEMENT BETWEEN
THE GOVERNMENT OF THE STATE OF QATAR
AND
THE GOVERNMENT OF HUNGARY
FOR AIR SERVICES

The Government of the State of Qatar
and
The Government of Hungary

Hereinafter referred to as (the "Contracting Parties");

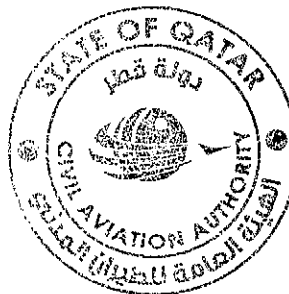
Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944;

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

Desiring to ensure the highest degree of safety and security in international air transport;

Have agreed as follows:

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ARTICLE 1
Definitions

For the purpose of this Agreement, unless the context otherwise requires:

- a) the term "the 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 the Convention under Articles (90) and (94) thereof, so far as those Annexes and amendments have become effective for or been ratified by both Contracting Parties;
- b) the term "Agreement" means this Agreement, the Annex attached thereto, and any modifications to the Agreement or to the Annex;
- c) the term "aeronautical authorities" means in the case of the State of Qatar, the Minister of Transport and Communications, and in the case of Hungary, the Director General of Civil Aviation, or in both cases, any person or body authorised to perform any functions at present exercisable by the said authorities or similar functions;
- d) term "designated airline" means an airline which has been designated and authorised in accordance with Article (4) of this Agreement;
- e) the term "territory" in relation to a State has the meaning assigned to it in Article (2) of the Convention;
- f) the terms "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;
- g) the term "capacity":
 - i) in relation to an aircraft means the payload of the aircraft available on the route or section of a route;
 - ii) in relation to a specified air service means the capacity of aircraft, used on such service, multiplied by the frequency of the flights, operated by such an aircraft over a given period and route or section of route;
- h) the term "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail;
- i) the terms "airport charges" means a charge made to airlines by the competent authority or permitted by that authority to be made for the provision of airport

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property of facilities or of air navigation facilities, or related services and facilities, for aircraft, their crews, passengers and cargo;

- j) the term "Air Operator Certificate" means a document issued to an airline by the aeronautical authorities of a Contracting Party which affirms that the airline in question has the professional ability and organisation to secure the safe operation of aircraft for the aviation activities specified in the certificate;
- k) References in this Agreement to "airlines of Hungary" shall be understood as referring to airlines designated by Hungary;
- l) References in this Agreement to the "EU Treaties" shall be understood as referring to the Treaty on European Union and the Treaty on the functioning of the European Union;
- m) References in this Agreement to "nationals of Hungary" shall be understood as referring to nationals of European Union Member States.

ARTICLE 2

Applicability of Chicago Convention

The provisions of this Agreement shall be subject to the provisions of the Convention in so far as those provisions are applicable to international air services.

ARTICLE 3

Grant of Rights

- (1) Each Contracting Party grants to the other Contracting Party the following rights in respect of its scheduled international air services;
 - a) the right to fly across its territory without landing;
 - b) the right to make stops in its territory for non-traffic purposes.
- (2) Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the appropriate Section of the Route Schedules annexed to this Agreement. Such services and routes are hereafter called "the agreed services" and "the specified routes" respectively. While operating an agreed service on a specified route, the airlines designated by each Contracting Party shall enjoy in addition to the rights specified in paragraph (1) of this Article the right to make stops in the territory of the other Contracting Party at the



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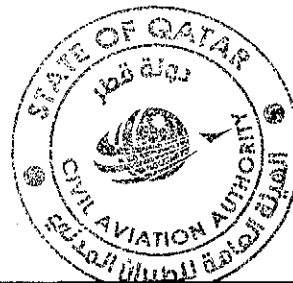
points specified for that route in the Route Schedule annexed to this Agreement for the purpose of taking on board and discharging passengers and cargo, including mail, in combination or separately.

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

ARTICLE 4
Designation and Authorisation

- (1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purposes of operating the agreed services on the specified routes, and to cancel or alter such designation.
- (2) On receipt of such a designation the other Contracting Party shall grant the appropriate authorisations and permissions with minimum procedural delay, provided:
- a) In the case of an airline designated by Hungary:
 - i. it is established in the territory of Hungary under the EU Treaties and has a valid Operating Licence in accordance with European Union law; and
 - ii. effective regulatory control of the designated airline is exercised and maintained by the European Union Member State responsible for issuing its Air Operator Certificate, and the relevant aeronautical authority is clearly identified in the designation.
 - b) In the case of an airline designated by the State of Qatar:
 - i. its substantial ownership and effective control are vested in the State of Qatar and/or in its nationals; and
 - ii. the designated airline holds a current Air Operator Certificate issued by the aeronautical authority of the State of Qatar.
 - c) The designated airline proves upon request of the other Contracting Party that it is qualified for the operation of international air transport under the laws and regulations of the other Contracting Party.
- (3) When an airline has been so designated and authorised, it may begin at any time to operate the agreed services, provided that the designated airline complies with the applicable provisions of this Agreement.

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ARTICLE 5
Revocation and Suspension of Operating Authorisation

- (1) Either Contracting Party may revoke, suspend or limit the operating authorisation or technical permissions of an airline designated by the other Contracting Party where:
- a) In the case of an airline designated by Hungary:
 - i. it is not established in the territory of Hungary under the EU Treaties or does not have a valid Operating Licence in accordance with European Union law; or
 - ii. effective regulatory control of the designated airline is not exercised or not maintained by the European Union Member State responsible for issuing its Air Operator Certificate or the relevant aeronautical authority is not clearly identified in the designation.
 - b) In the case of an airline designated by the State of Qatar:
 - i. substantial ownership and effective control are not vested in the State of Qatar and/or in its nationals; or
 - ii. the designated airline does not hold a current Air Operator Certificate issued by the aeronautical authority of the State of Qatar.

In exercising its right under this paragraph the State of Qatar shall not discriminate between EU airlines on the grounds of nationality.
 - c) In the case of failure by that designated airline to comply with rules and regulations of the Contracting Party granting these rights; or
 - d) In case the designated airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.
- (2) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringement of laws and regulations, such right shall be exercised only after consultation with the aeronautical authorities of the other Contracting Party.

ARTICLE 6
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



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lubricant, and aircraft stores (including food, beverages and tobacco), on board such aircraft shall, on the basis of reciprocity and to the fullest extent possible under its relevant applicable law, be exempted from all customs duties, inspection fees and other taxes and charges on arriving 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 or are used on the part of the journey performed over that territory.

(2) There shall also be exempt from the same duties, fees, taxes and charges:

- a) aircraft stores taken on board in the territory of a Contracting Party within limits fixed by the authorities of the said Contracting Party, and for use on board outbound aircraft engaged in an international air service of the other Contracting Party;
- b) spare parts and regular equipment introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international air services by the designated airlines of the other Contracting Party;
- c) fuel and lubricants supplied in the territory of a Contracting Party to outbound aircraft of a designated airline of the other Contracting Party engaged in an international air service, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board;
- d) advertising materials and airline documentation having no commercial value used by the designated airlines of one Contracting Party in the territory of the other Contracting Party;
- e) the office equipment, except computers and ticket printers, introduced in the territory of either Contracting Party in order to be used in the offices of the designated airlines of the other Contracting Party provided that the necessity of such equipment in those offices is verified and the principle of reciprocity applies;
- f) staff uniform items within reasonable limits, intended for use by the designated airline of one Contracting Party, provided that the items are imported temporarily into the territory of the other Contracting Party and re-exported within the maximum period of twenty four (24) months.

Materials referred to in sub-paragraphs (a), (b) and (c) of this paragraph may be required to be kept under customs supervision or control.

- (3) The exemption from customs duties, inspection fees and other taxes and charges shall not extend to charges based on the cost of services provided to the



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designated airline or airlines of a Contracting Party in the territory of the other Contracting Party.

- (4) The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such a case, they may be required to be kept 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.
- (5) The exemptions provided for by this Article shall also be available in situations where the designated airline or airlines of one Contracting Party have entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph (1) of this Article, provided such other airline or airlines similarly enjoy such exemption from such other Contracting Party.
- (6) 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, except in relation to measures dealing with aviation security, be subject to a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties, inspection fees and other taxes and charges.
- (7) Nothing in this Agreement shall prevent Hungary from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated airline of the State of Qatar that operates between a point in the territory of Hungary and another point in the territory of Hungary or in the territory of another European Union Member State.

ARTICLE 7

Principles Governing Operations of Agreed Services

- (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.
- (2) In operating the agreed services, the designated airline of one Contracting Party shall take into account the interests of the designated airlines 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 routes.
- (3) The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at



a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers and cargo including mail originating from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers and cargo including mail both taken on board and discharged at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:

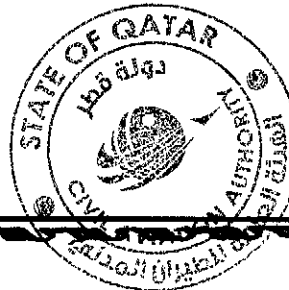
- a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;
 - b) traffic requirements of the area through which the agreed service passes, after taking account of other transport services established by airlines of the States comprising the area; and
 - c) the requirements of through airline operation
- (4) The designated airlines shall, not later than the thirty (30) days prior to the date of operation of any agreed service, submit for approval their proposed flight timetables to the aeronautical authorities of both Contracting Parties. Said flight timetables shall include the type of service, the aircraft to be used, and the frequencies. This shall likewise apply to later changes. In special cases this time limit may be reduced, subject to the consent of the said authorities.

ARTICLE 8
User Charges

Any charges that may be imposed or permitted to be imposed by a Contracting Party for the use of airports and air navigation facilities by the aircraft of the other Contracting Party shall not be higher than those that would be paid by its own airlines operating similar scheduled international air services.

ARTICLE 9
Tariffs

1. Each Contracting Party shall allow tariffs for air services to be established by each designated airline based upon commercial considerations in the market place. Neither Contracting Party shall require its designated airline to consult other airlines about the tariffs they charge or propose to charge for services covered by this Agreement.
2. Each Contracting Party may require notification or filing of any tariff to be charged by its own designated airline. Neither Contracting Party shall require



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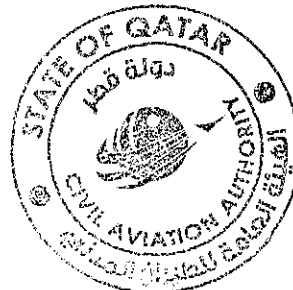
notification or filing of any tariffs to be charged by the designated airline of the other Contracting Party. Tariffs may remain in effect unless subsequently disapproved under paragraph (5) of this Article.

3. Intervention by the Contracting Parties shall be limited to:
 - a) the protection of consumers from tariffs that are excessive due to the abuse of market power;
 - b) the prevention of tariffs whose application constitutes anti-competitive behaviour which has or is likely to have or is explicitly intended to have the effect of preventing, restricting or distorting competition or excluding a competitor from the route.
4. Each Contracting Party may unilaterally disallow any tariff filed or charged by its own designated airline. However, such intervention shall be made only if it appears to the aeronautical authority of that Contracting Party that a tariff charged or proposed to be charged meets either of the criteria set out in paragraph (3) of this Article.
5. Neither Contracting Party shall take unilateral action to prevent the coming into effect or continuation of a tariff charged or proposed to be charged by the designated airline of the other Contracting Party. If one Contracting Party believes that any such tariff is inconsistent with the considerations set out in paragraph (3) of this Article, it may request consultations and notify the other Contracting Party of the reasons for its dissatisfaction. These consultations shall be held not later than (14) fourteen days after receipt of the request. Without a mutual agreement the tariff shall take effect or continue in effect.
6. Notwithstanding the provisions of this article, the tariffs to be charged by the designated airline(s) of Qatar for carriage wholly within the European Union shall be subject to European Union law.

ARTICLE 10
Data Provision

The aeronautical authorities of a Contracting Party shall supply or caused to be supplied to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of 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 Party referred to first in this Article. Such statements shall include all information required to determine the amount of traffic carried by those designated airlines on the agreed services and the origins and destinations of such traffic.

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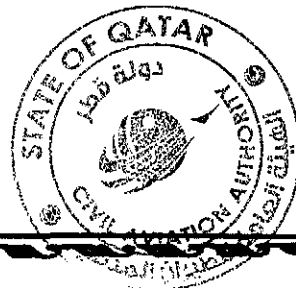
ARTICLE 11
Transfer of Earnings

- (1) Each designated airline shall be granted the right to engage in the sale of air transportation in the territory of the State of the other Contracting Party directly and, at its discretion, through its agents. Each designated airline shall have the right to sell transportation and any person shall be free to purchase such transportation in the currency of that territory or in freely convertible currencies. Provisions of this paragraph shall be subject to national laws and regulations.
- (2) Each Contracting Party grants to the designated airlines of the other Contracting Party the right of free transfer of the excess of receipts over expenditures earned by the designated airline in the territory of its State. Such transfers shall be effected on the basis of the official exchange rates for current payments, or where there are no official exchange rates, at the prevailing foreign exchange market rates for current payments, applicable on the day of the introduction of the request for transfer by the airlines designated by the other Contracting Party and shall not be subject to any charges except normal service charges collected by banks for such transactions.

ARTICLE 12
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 this Agreement. Without limiting their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention, the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, done at Montreal on 24 February 1988, and any other multilateral agreement and protocol governing aviation security binding upon both Contracting Parties.
- (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.

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(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 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 respective territories or, in the case of Hungary operators of aircraft which are established in its territory under the EU Treaties and have valid Operating Licences in accordance with European Union law, and the operators of airports in their territory act in conformity with such aviation security provisions.

(4) Each Contracting Party agrees that its operators of aircraft shall be required to observe, for departure from or while within the territory of the other Contracting Party, aviation security provisions in conformity with the law in force in that country, including, in the case of Hungary, European Union law.

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 positive 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 such an incident or threat thereof.

(6) 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. Failure to reach a satisfactory agreement within thirty (30) days will constitute grounds for application of Article (5) of this Agreement.

ARTICLE 13

Recognition of Certificates and Licences

Certificates of airworthiness, certificates of competency and licences issued or validated in accordance with the laws and regulations of one Contracting Party, including, in the case of Hungary, European Union laws and regulations, and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services, provided always that the requirements under which such certificates or licences were issued or validated are equal to or above the

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minimum standards established under the Convention. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.

ARTICLE 14
Aviation Safety

- (1) Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (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 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 that other Contracting Party shall take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of Article (5) of this Agreement.
- (3) Notwithstanding the obligations mentioned in Article (33) of the Convention, it is agreed that any aircraft operated by the designated airline of one Contracting Party on services to or from the territory of the other Contracting Party, may while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.
- (4) If any, such ramp inspection or series of ramp inspections gives rise to:
 - a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the 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 Convention;

the Contracting Party carrying out the inspection shall, for the purposes of Article (33) of the Convention, be free to conclude that the requirements under which the

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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 Convention.

- (5) In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the designated airline of one Contracting party in accordance with paragraph (3) of this Article is denied by the representative of that designated airline, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (4) of this Article arise and draw the conclusions referred to in that paragraph.
- (6) Each Contracting Party reserves the right to suspend or vary the operating authorisation of the designated airline of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
- (7) Any action by one Contracting Party in accordance with paragraphs (2) or (6) of this Article shall be discontinued once the basis for the taking of that action ceases to exist.
- (8) Where Hungary has designated an airline whose regulatory control is exercised and maintained by another European Union Member State, the rights of the other Contracting Party under this Agreement shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other European Union Member State and in respect of the operating authorisation of that airline.

ARTICLE 15

Application of Laws and Regulations

- (1) The laws and regulations of one Contracting Party relating to the admission to, remaining in, or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft shall be complied with by the aircraft of the designated airline of the other Contracting Party upon entrance into, departure from and while within the said territory.
- (2) The laws and regulations of one Contracting Party respecting entry, clearance, transit, immigration, passports, customs, currency, sanitary requirements and quarantine shall be complied with by the designated airline of the other Contracting Party and by or on behalf of its aircraft engaged in international air navigation, crews, passengers, baggage, cargo and mail upon transit of, admission to, departure from and while within the territory of such Contracting Party.

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- (3) Neither of the Contracting Parties shall give preference to its own or any other airline over an airline engaged in similar international air services of the other Contracting Party in the application of its regulations specified in paragraphs (1) and (2) of this Article or in the use of airports, airways, air traffic services and associated facilities under its control.

ARTICLE 16
Airline Representation

- (1) The designated airline of one Contracting Party shall be allowed, on the basis of reciprocity, to bring and maintain in the territory of the other Contracting Party its representatives and commercial, operational and technical staff as required in connection with the operation of the agreed services.
- (2) These staff requirements may, at the option of the designated airline, be satisfied by its own personnel of any nationality or by using the services of any other organisation, company or airline operating in the territory of the other Contracting Party and authorised to perform such services in the territory of that Contracting Party.
- (3) The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party. Consistent with such law and regulations each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary work permits, employment visas or other similar documents to the representatives and staff referred to in paragraph (1) of this Article.
- (4) To the extent permitted under national law, both Contracting Parties shall dispense with the requirement of work permits or employment visas or other similar documents for personnel performing certain temporary services and duties.

ARTICLE 17
Code-Sharing Provisions

- (1) When operating or holding out the agreed services on the specified routes, the designated airline of one Contracting Party, whether as the operating or marketing airline may, subject to the laws and regulations of the Contracting Party designating and authorising it, enter into co-operative marketing arrangement including but not limited to code-sharing with:

a) an airline or airlines of the same Contracting Party,

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- b) any designated airline of the other Contracting Party, or
 - c) an airline or airlines of a third Party. Should such a third Party not authorise or allow comparable arrangements between the airlines of the other Contracting Party and other airlines on services to, from and via such third country, the aeronautical authorities of the concerned Contracting Party have the right not to accept such arrangements.
- (2) The entitlements set out in paragraph (1) of this Article may be exercised only where:
- a) all airlines are holding the appropriate traffic rights, and the concerned aeronautical authorities being notified.
 - b) in respect of any tickets sold, the airline makes it clear to the purchaser at the point of sale which airlines will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.
- (3) Each code-share service held out by a designated airline of a Contracting Party as a marketing airline will not be counted against the frequencies and capacity entitlements of the Contracting Party designating the airline.

ARTICLE 18
Consultations

- (1) The aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring close co-operation in all matters affecting the implementation of, and satisfactory compliance with, the provisions of this Agreement and of its Annex.
- (2) Such consultations, which may be between aeronautical authorities, shall begin within a period of sixty (60) days from the date the other Contracting Party receives a written request, unless otherwise agreed by the Contracting Parties.

ARTICLE 19
Settlement of Disputes

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

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- (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; if they do not so agree, the dispute shall, at the request of either Contracting Party be submitted for decision to a tribunal of three (3) 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 (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal, and the third arbitrator shall be appointed within a further period of sixty (60) 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 Organisation may, at the request of either Contracting Party, appoint an arbitrator or arbitrators as the case requires. If the President is of the same nationality as one of the Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment. In such case, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.

- (3) The arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure.
- (4) The Contracting Parties undertake to comply with any decision or award given under paragraphs (2) of this Article.
- (5) If either Contracting Party fails to comply with such decision, the other Contracting Party shall have grounds for the application of Article (5) of this Agreement.
- (6) Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs and expenses of the tribunal shall be shared equally by the Contracting Parties.

ARTICLE 20
Amendments

- (1) If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, such modifications if agreed between the Contracting Parties and if necessary after consultation in accordance with Article (18) of this Agreement, shall come into effect when confirmed by an exchange of notes, through the diplomatic channels, between the Contracting Parties confirming that all internal legal procedures necessary for entry into force of the amendments have been completed.



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- (2) Amendments to the Annex to this Agreement may be agreed between the aeronautical authorities of the Contracting Parties. Such amendments may be applied provisionally—from a date mutually determined by the aeronautical authorities and shall come into force in accordance with Article 24 of this Agreement.

ARTICLE 21

Registration with the International Civil Aviation Organization

This Agreement and any subsequent amendments thereto shall be registered with the International Civil Aviation Organization.

ARTICLE 22

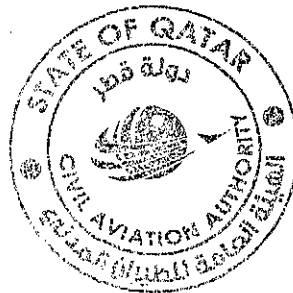
Conformity with Multilateral Conventions

If a multilateral air transport treaty comes into force in respect of both Contracting Parties, the relevant provisions of this Agreement and its Annex shall be amended accordingly.

ARTICLE 23

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 Organization, in such case the Agreement shall terminate 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, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.



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ARTICLE 24
Entry into Force

This Agreement shall be approved according to the legal procedures in each Contracting Party. And each Contracting Party shall notify the other Contracting Party through the diplomatic channel of the completion of its constitutional formalities. The Agreement shall come into force on the thirtieth day after receipt of the later notification.

This Agreement shall supersede the Air Services Agreement between the Government of the State of Qatar and the Government of the Republic of Hungary signed on June 12th 2002.

In witness whereof, the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

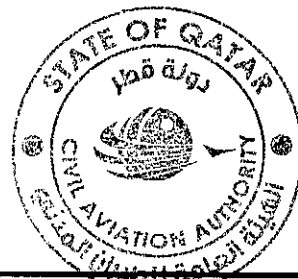
Done in duplicate at Doha this 10th day of October 2016 in the Arabic, Hungarian and English languages, all texts being equally authentic. In case of divergent interpretation, the English text shall prevail.


For the Government of
The State of Qatar

TRUE COPY



For the Government of
Hungary



Annex

Route schedule 1

Routes to be operated by the designated airline(s) of the State of Qatar:

Points of departure	Intermediate points	Points in Hungary	Points beyond
Any Points in Qatar	Any points	Any Points in Hungary	Any points

Route schedule 2

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

Points of departure	Intermediate points	Points in Qatar	Points beyond
Any Points in Hungary	Any points	Any Points in Qatar	Any points

Note:

Any point or points on the agreed routes may be omitted by the designated airlines of both Contracting Parties or may be operated in a different order on any or all flights, provided that the point of departure or arrival is in the country of their nationality.

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