



CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND COMPLETE COPY OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE KINGDOM OF BAHRAIN AND THE COUNCIL OF MINISTERS OF BOSNIA AND HERZEGOVNIA CONCERNING AIR SERVICES, SIGNED IN MANAMA, KINGDOM OF BAHRAIN ON THE 9TH OF NOVEMBER 2022.

IN WITNESS WHEREOF, WE HAVE CAUSED OUR SIGNATURE AND SEAL TO BE PLACED IN THE MINISTRY OF FOREIGN AFFAIRS OF THE KINGDOM OF BAHRAIN.

DONE ON THE 1ST OF DHU'L-QIDAH 1444H, CORRESPONDING TO 21ST OF MAY 2023.



قانون رقم (١) لسنة ٢٠٢٣
بالتصديق على الاتفاقية بين حكومة مملكة البحرين
ومجلس وزراء البوسنة والهرسك
بشأن الخدمات الجوية

نحن حمد بن عيسى آل خليفة

ملك مملكة البحرين.

بعد الاطلاع على الدستور،

وعلى الاتفاقية بين حكومة مملكة البحرين ومجلس وزراء البوسنة والهرسك بشأن
الخدمات الجوية، الموقعة في مدينة المنامة بتاريخ ٩ نوفمبر ٢٠٢٢م،
أقر مجلس الشورى ومجلس النواب القانون الآتي نصّه، وقد صدّقنا عليه وأصدرناه:

المادة الأولى

صُودق على الاتفاقية بين حكومة مملكة البحرين ومجلس وزراء البوسنة والهرسك بشأن
الخدمات الجوية، الموقعة في مدينة المنامة بتاريخ ٩ نوفمبر ٢٠٢٢م، والمرافقة لهذا القانون.

المادة الثانية

على رئيس مجلس الوزراء والوزراء - كُلاً فيما يخصه - تنفيذ أحكام هذا القانون، ويُعمل
به من اليوم التالي لتاريخ نشره في الجريدة الرسمية.

ملك مملكة البحرين
حمد بن عيسى آل خليفة

صدر في قصر الرفاع:

بتاريخ: ١٢ رمضان ١٤٤٤هـ

الموافق: ٣ أبريل ٢٠٢٣م

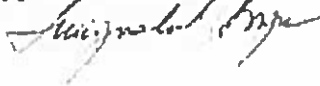
المادة (27)**الدخول حيز النفاذ**

تدخل هذه الاتفاقية وملحقها حيز النفاذ بعد 30 (ثلاثين) يوماً من إخطار الطرفين المتعاقدين كل منهما الآخر، من خلال تبادل المذكرات الدبلوماسية التي تؤكد استكمال الإجراءات الدستورية اللازمة للطرفين المتعاقدين لدخول هذه الاتفاقية حيز النفاذ.

وإشهاداً على ذلك، قام الموقعان أدناه، المفوضان حسب الأصول من حكومتيهما، بتوقيع هذه الاتفاقية.

حررت في المنامة، مملكة البحرين بتاريخ ٩٠٠٠ نوفمبر ٢٠٢٢. من نسختين باللغات العربية واليويسنية، والصربية، والكرواتية، والإنجليزية، ولكل النصوص حجية متساوية، وفي حال الاختلاف في التفسير يرجح النص الإنجليزي.

عن مجلس

وزراء اليوسنة والهرسك




عن حكومة مملكة البحرين

وثيقة تصديق

بعد الاطلاع على الاتفاقية بين حكومة مملكة البحرين ومجلس وزراء البوسنة والهرسك بشأن الخدمات الجوية التي حررت ووقعت في مدينة المنامة بتاريخ 15 ربيع الثاني 1444 هـ الموافق 9 نوفمبر 2022م.

وحيث أن الفقرة الأولى من المادة (27) من الاتفاقية بين حكومة مملكة البحرين ومجلس وزراء البوسنة والهرسك بشأن الخدمات الجوية تنص على أنه "تدخل هذه الاتفاقية وملحقاتها حيز النفاذ بعد 30 (ثلاثين) يوماً من اخطار الطرفين المتعاقدين كل منهما الآخر، من خلال تبادل المذكرات الدبلوماسية التي تؤكد استكمال الإجراءات الدستورية اللازمة للطرفين المتعاقدين لدخول هذه الاتفاقية حيز النفاذ".

واستناداً إلى القانون رقم (1) لسنة 2023 الصادر عن حضرة صاحب الجلالة الملك حمد بن عيسى آل خليفة، ملك مملكة البحرين، بتاريخ 15 رمضان 1444 هـ الموافق 6 أبريل 2023م، بالتصديق على الاتفاقية بين حكومة مملكة البحرين ومجلس وزراء البوسنة والهرسك بشأن الخدمات الجوية.

فإن مملكة البحرين تُعلن بموجب هذه الوثيقة تصديقها على الاتفاقية بين حكومة مملكة البحرين ومجلس وزراء البوسنة والهرسك بشأن الخدمات الجوية.

وإثباتاً لذلك فقد وُقعت وخُتمت هذه الوثيقة في وزارة خارجية مملكة البحرين بتاريخ 24 شوال 1444 هـ الموافق 14 مايو 2023م.


د. عبد اللطيف بن راشد الزياني
وزير خارجية مملكة البحرين

UNOFFICIAL TRANSLATION
INSTRUMENT OF RATIFICATION

Having examined the Agreement between the Government of the Kingdom of Bahrain and the Council of Ministers of Bosnia and Herzegovina concerning Air Services, signed in Manama, Kingdom of Bahrain on the 9th of November 2022.

Whereas Article (27) of the Agreement between the Government of the Kingdom of Bahrain and the Council of Ministers of Bosnia and Herzegovina concerning Air Services states that "This Agreement and its Annex shall enter into force 30 (thirty) days after the Contracting Parties have notified each other by exchange of the diplomatic notes that the constitutional requirements of the Contracting Parties for the entering into force of this Agreement have been complied with".

And based on Law No. (1) for the year 2023, issued by His Majesty King Hamad Bin Isa Al-Khalifa, King of the Kingdom of Bahrain on the 15th of Ramadan 1444H, corresponding to the 6th of April 2023, regarding the Ratification of the Agreement between the Government of the Kingdom of Bahrain and the Council of Ministers of Bosnia and Herzegovina concerning Air Services.

The Kingdom of Bahrain hereby declares its ratification of the Agreement between the Government of the Kingdom of Bahrain and the Council of Ministers of Bosnia and Herzegovina concerning Air Services.

In witness whereof, we have caused our signature and our seal to be placed in the Ministry of Foreign Affairs of the Kingdom of Bahrain on the 24th of Shawwal 1444H, corresponding to the 14th of May 2023.

DR. ABDULLATIF BIN RASHID ALZAYANI
MINISTER OF FOREIGN AFFAIRS
KINGDOM OF BAHRAIN

AGREEMENT

**BETWEEN THE GOVERNMENT
OF THE KINGDOM OF BAHRAIN**

AND

**THE COUNCIL OF MINISTERS
OF BOSNIA AND HERZEGOVINA**

CONCERNING AIR SERVICES

TABLE OF CONTENTS

Contents		Page
	Preamble	2
Article 1	Definitions	3/4
Article 2	Applicability of the Convention	4
Article 3	Grant of Rights	5
Article 4	Designation of Airline and Operating Authorizations	6
Article 5	Revocation or Suspension of Operating Authorizations	7
Article 6	Exemption from Custom and other Duties	8
Article 7	Tariffs	9
Article 8	Exercise of Rights	10
Article 9	Application of Laws and Regulations	11
Article 10	Recognition of Certificates and Licenses	12
Article 11	Leasing	13
Article 12	Security of Travel Documents	14
Article 13	Safeguards	15
Article 14	Inadmissible and Undocumented Passengers and Deportees	16
Article 15	Aviation Safety	17/18
Article 16	Aviation Security	19/20
Article 17	Commercial Activities	21
Article 18	Timetable Submission	22
Article 19	Provision of Statistics	22
Article 20	Conformity with Multilateral Convention	22
Article 21	User Charges	23
Article 22	Environmental Protection	23
Article 23	Consultation and Amendment	24
Article 24	Settlement of Dispute	25
Article 25	Termination	26
Article 26	Registration with ICAO	26
Article 27	Entry into - Force	27
	Routes Schedule	28

AGREEMENT

**BETWEEN THE GOVERNMENT
OF THE KINGDOM OF BAHRAIN**

AND

**THE COUNCIL OF MINISTERS
OF BOSNIA AND HERZEGOVINA**

CONCERNING AIR SERVICES

The Government of The Kingdom of Bahrain and the Council of Ministers of Bosnia and Herzegovina hereinafter referred to as "**the Contracting Parties**" being Parties to the Convention on International Civil Aviation opened for signature at Chicago on 7th December 1944;

Desiring to promote an international aviation system based on competition among airlines in the marketplace with minimum government interference;

Desiring to facilitate the expansion of international air services opportunities;

Recognizing the efficient and competitive international air services enhance trade, the welfare of consumers, and economic growth;

Desiring to make it possible for airlines to offer the traveling public a variety of services options, and wishing to encourage individual airlines to develop and implement innovative and competitive prices; and

Desiring to ensure the highest degree of safety and security in international air services and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air services, and undermine public confidence in the safety of Civil Aviation.

Have agreed as follows:

ARTICLE 1
DEFINITIONS

For the purpose of this Agreement, unless the context otherwise requires the terms used in the present Agreement shall mean as follows:

- a) The term “**Convention**” means the Convention on International Civil Aviation, opened for signature on the seventh day of December 1944, and includes all annexes adopted under Article (90) of that Convention and any amendment of the annexes or Convention under Articles (90) and (94a) thereof so far as those annexes and amendments are applicable for both Contracting Parties;
- b) The term “**aeronautical authorities**” means, in the case of the Government of the Kingdom of Bahrain, Ministry of Transportation and Telecommunications, represented by the Civil Aviation Affairs, and in the case of the Council of Ministers of Bosnia and Herzegovina, Ministry of Communications and Transport of Bosnia and Herzegovina - Bosnia and Herzegovina Directorate of Civil Aviation or, in both cases any person or body who may be authorized to perform any functions at present exercisable by the above mentioned authorities or similar functions;
- c) The term “**agreed services**” means scheduled international air services on the route(s) specified in the Annex to this Agreement for the transport of passengers, baggage, cargo and mail;
- d) The term “**designated airline**” means any airline, which has been designated and authorized in accordance with Article 4 of this Agreement;
- e) The term “**specified route**” means a route specified in the Annex to this Agreement;
- f) The term “**capacity**” in relation to an aircraft means the payload of that aircraft available on a route or section of a route, and in relation to an “agreed service” means the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period on a route or section of a route.
- g) The term “**territory**” has the specified meaning assigned to in Article (2) of the Convention and the term “air service”, international air service”, “airline” and “stop for non-traffic purposes” have the meanings assigned to them in Article (96) of the Convention.

- h) The term “**tariff**” means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which these prices apply, including commission charges and other additional remuneration for agency or sale of transportation documents but excluding remuneration and conditions for the carriage of mail.
- i) The term “**Annex**” means the Annex to this Agreement. The Annex forms an integral part of the Agreement and all references to the Agreement shall include reference to the Annex except where otherwise provided.
- j) The term “**ground equipment**”, “**aircraft stores**” and “**spare parts**” have the meanings respectively assigned to them in Annex 9 of the Convention .

ARTICLE 2

APPLICABILITY OF THE CONVENTION

The provisions of this Agreement shall be subject to the provisions of the Convention insofar 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 rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Route Schedule.
2. Subject to the provisions of this Agreement, the airline(s) designated by each Contracting Party shall enjoy the following rights:
 - a) The right to fly without landing across the territory of the other Contracting Party;
 - b) The right to make stops in the territory of the other Contracting Party for non-traffic purpose;
 - c) To take on and to put down passengers, cargo and mail in the territory of the other Contracting Party as mentioned in the Specified Routes attached to this Agreement.
3. Nothing in paragraph 2 of this Article shall be deemed to confer on the designated airline(s) of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers, cargo and mail for remuneration and destined for another point in the territory of the other Contracting Party.
4. If because of armed conflict, natural calamities, political disturbances or disruptive developments, the designated airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate rearrangements of such routes.

ARTICLE 4

DESIGNATION OF AIRLINE AND OPERATING AUTHORIZATIONS

1. The aeronautical authority of each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the agreed services and to withdraw or alter the designation and any such airline or substitute another airline for one previously designated. Such designations and changes thereto shall be made in writing by the aeronautical authority of the Contracting Party having designated the airline to the aeronautical authority of the other Contracting Party.

2. On receipt of a notice of designation, substitution or alteration thereto, and on application from the designated airlines in the form and manner prescribed, the other Contracting Party shall, grant the appropriate operating authorizations with minimum procedural delay, provided:
 - a) Substantial ownership and effective control of that airline are vested in Contracting Party designating the airline or its nationals of that Contracting Party, or both; or the main principle place of business located in its territory.

 - b) The designated airlines are qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party considering the application or applications; and

 - c) The Contracting Party designating the airline is maintaining and administering the standards set forth in Article 15 and Article 16.

3. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services in whole or in part, provided that a timetable is established in accordance with Article 18 of this Agreement in respect of such services.

ARTICLE 5

REVOCATION OR SUSPENSION OF OPERATING AUTHORIZATIONS

1. The aeronautical authority of each Contracting Party shall, with respect to airlines designated by the other Contracting Party, have the right to revoke, suspend or limit the operating authorization where :
 - a) Substantial ownership and effective control of that airline are not vested in the Contracting Party designating the airline or its national both; or the main principle place of business is not located in its territory.
 - b) That airline has failed to comply with the laws and regulations referred to in Article 9 of this Agreement.
 - c) The other Contracting Party is not maintaining and administering the standards as set forth in Article 15 and Article 16.
2. Unless immediate action is essential to prevent further noncompliance with subparagraphs 1b) of this Article, the rights established by this Article shall be exercised only after consultation with the aeronautical authority of the other Contracting Party, as provided for in Article 23 of this Agreement.
3. Notwithstanding to paragraph 1 and 2 of this Article, each contracting party reserves the right, in exceptional circumstances or during a period of emergency, or in the interest of public safety, and with immediate effect, temporarily to restrict or prohibit flying over its territory and landing on its airports.

ARTICLE 6

EXEMPTION FROM CUSTOM 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, and aircraft stores including food, beverages and tobacco carried on board such aircraft, shall be exempt from all custom duties, inspection fees and other similar 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. Supplies of fuels, lubricants, spare parts, regular equipment and aircraft stores introduced into the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party or taken on board the aircraft operated by such designated airline and intended solely for use in the operation of international air services shall be exempt from all custom duties and taxes imposed in the territory of the first Contracting Party, 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. The materials referred to above may be required to be kept under customs supervision and control.
3. The regular equipment, spare parts, aircraft stores and supplies of fuels and lubricants 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 custom authorities of that Contracting Party, who may require that these materials be placed under their supervision up to such time as they are re-exported or otherwise disposed of in accordance with custom regulations.
4. 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 simplified control. Baggage and cargo on direct transit shall be exempt from custom duties and other similar taxes.
5. There shall be exempt from all custom duties and/or taxes on a reciprocal basis, on the official documents bearing the emblem of the airline(s) such as luggage tags, air tickets, airway bills, boarding cards, timetable, office and ground and communication equipment imported into the territory of either Contracting Party for the exclusive use by the designated airline of the other Contracting Party.

ARTICLE 7

TARIFFS

1. Each Contracting Party shall allow tariffs for air services to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Contracting Parties shall be limited to:
 - a) Prevention of Tariffs whose application constitutes anti-competitive behavior which has or is likely to or intended to have the effect of crippling a competitor or excluding a competitor from a route;
 - b) Protection of consumers from tariffs that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - c) Protection of designated airlines from tariffs that are artificially low.
2. Tariffs for international air services between the territories of the Contracting Parties shall not be required to be filed. Notwithstanding the foregoing, the designated airlines of the Contracting Parties shall continue to provide immediate access, on request, to information on historical, existing, and proposed tariffs to the aeronautical authorities of the Contracting Parties in a manner and format acceptable to those aeronautical authorities.
3. Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a tariff proposed to be charged or charged by designated airlines of either Contracting Party for international air services. If either Contracting Party believes that any such tariff is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall request for consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Contracting Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Contracting Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such mutual agreement to the contrary, the tariff shall go into effect or continue in effect.

ARTICLE 8

EXERCISE OF RIGHTS

1. The designated airline of each Contracting Party shall have fair and equal opportunity to carry on the agreed services traffic embarked in the territory of one Contracting Party and disembarked in the territory of the other Contracting Party or vice versa and shall regard as being of supplementary character traffic embarked or disembarked in the territory of the other Contracting Party to and from points en-route. The designated airline of each Contracting Party in providing capacity for the carriage of traffic embarked in the territory of the other Contracting Party and disembarked at points on the specified routes or vice versa shall take into consideration the primary interest of the designated airline of the other Contracting Party in such traffic so as not to affect unduly that interest of the latter airline.
2. The agreed services provided by the designated airline of each Contracting Party shall be closely related to the requirements of the public for transportation on the specified routes, and each shall have as its primary objective the provision of capacity adequate to meet the demands to carry passengers, cargo and mail embarked or disembarked in the territory of the Contracting Party which has designated the airline.
3. Provision for the carriage of passengers, cargo and mail embarked in the territory of the other Contracting Party and disembarked at points in third countries on the specified routes or vice versa shall be made in accordance with the general principle that capacity shall be related to:
 - a) the requirements of traffic embarked or disembarked in the territory of the Contracting Party, which has designated the airline;
 - b) the requirements of traffic of the area through which the airline passes, after taking account of other air services established by airlines of the States situated in the area; and
 - c) the requirements of economy of scale through airline operation.

ARTICLE 9

APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircraft engaged in international air navigation or flights of such aircraft over that territory shall apply to the designated airline of the other Contracting Party.
2. The laws and regulations of one Contracting Party governing entry into, sojourn in, and departure from its territory of passengers, crew, baggage, cargo or mail, such as formalities regarding entry, exit, emigration and immigration, as well as customs, health and quarantine shall apply to passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airline of the other Contracting Party while they are within the said territory.
3. Neither Contracting Party may grant any preference to its own airline with regard to the designated airline of the other Contracting Party in the application of the laws and regulations provided for in this Article.

ARTICLE 10

RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificate 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 provided for in this Agreement, provided that the requirements under which certificates or licenses were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention.
2. Each Contracting Party reserves the right, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licenses granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.

ARTICLE 11

LEASING

1. Either Contracting Party may prevent the use of leased aircraft for services under this Agreement which does not comply with Article 15 (Aviation Safety) and Article 16 (Aviation Security) of this Agreement.
2. Subject to paragraph 1 of this Article, the designated airlines of each Contracting Party may use aircraft leased from other airlines, provided all participants in such arrangements hold the appropriate authority and meet the requirements applied to such arrangements.
3. Subject to paragraph 1 of this Article, the designated airlines of each Contracting Party may use aircraft (or aircraft and crew) leased from any company, including other airlines, provided that this would not result in a lessor airline exercising traffic it does not have.

ARTICLE 12

SECURITY OF TRAVEL DOCUMENTS

The Contracting Parties agree, in accordance with their national laws and regulations, to:

- a) To adopt measures to ensure the security of their passports and other travel documents.
- b) To establish controls on the lawful creation issuance, verifications and use of passports and other travel documents and identity documents issued by, or on behalf of that Contracting Party.
- c) To establish or improve procedures to ensure that travel and identity documents issued by it are of such quality that they cannot easily be misused and cannot readily be unlawfully altered replicated or issued.
- d) To issue their passports and other travel documents in accordance with ICAO standard and recommended practices regarding travel documents.
- e) To exchange operational information regarding forged or counterfeit travel documents and to cooperate with the other to strengthen resistance to travel documents against fraud, including the forgery or counterfeiting of travel documents, the use of forged or counterfeit travel documents the use of valid travel documents by imposters, the misuse of authentic travel documents, by rightful holders in furtherance of the commission of an offence, the use of expired or revoked travel documents, and the use of fraudulently obtained travel documents.

ARTICLE 13

SAFEGUARDS

1. The Contracting Parties agree that the following airline's practices may be regarded as possible unfair competitive practices which may merit closer examination:
 - a) Charging fares and rates on routes at levels which are, in the aggregate, insufficient to cover the costs of providing the services to which they relate;
 - b) The addition of excessive capacity or frequency of services;
 - c) The practices in question are sustained rather than temporary;
 - d) The practices in question which have a serious economic effect on, or cause significant damage to another airline;
 - e) The practices in question reflects of crippling, excluding or driving another airline from the market; and
 - f) Behavior indicating an abuse of dominant position on the route.
2. If the aeronautical authorities of one Contracting Party consider that an operation or operations intended or conducted by the designated airlines of the other Contracting Party may constitute unfair competitive behavior in accordance with the indicators listed in paragraph 1 of this Article, they may request consultation in accordance with Article (23) of this Agreement with a view to resolving the problem. Any such request shall be accompanied by notice of the reasons for the request, and the consultation shall begin within 30 (thirty) days of the request.
3. If the Contracting Parties fail to reach a resolution of the problem through consultation, either Contracting Party may invoke the dispute resolution mechanism under Article 24 (Settlement of Dispute) of this Agreement to resolve the dispute.

ARTICLE 14

INADMISSIBLE AND UNDOCUMENTED PASSENGERS AND DEPORTEES

1. Each Contracting Party agrees to establish effective border controls.
2. In this regard, each Contracting Party agree to implement the Standards and Recommended Practices of Annex (9) (Facilitation) to the Convention concerning inadmissible and undocumented passengers and deportees in order to enhance cooperation to combat illegal migration.
3. Pursuant to the objectives above, each Contracting Party agrees to issue or to accept, as the case may be, the letter relating to “fraudulent falsified or counterfeit travel documents or genuine documents presented by imposters” set out in Appendix (b) to Annex (9) to the Convention, when taking action under relevant paragraph of Chapter (3) of the Annex regarding the seizure of fraudulent, falsified or counterfeit travel documents.

ARTICLE 15

AVIATION SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrews, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within 30 (thirty) 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 the other Contracting Party to take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within 15 (fifteen) days or such longer period as may be agreed shall be grounds to suspend operating authorization.
3. Notwithstanding the obligation mentioned in Article 33 of the Convention it is agreed that any aircraft operated by or, under a lease agreement, on behalf of the airline(s) 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 authorized 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 certificate or licenses 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 aircraft operated by the airline of one Contracting Party in accordance with paragraph 3. of this Article is denied by a representative of that 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 in that paragraph.
6. Each Contracting Party reserves the right to suspend or revoke the operating authorization of an airline of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
7. Any action taken by one Contracting Party in accordance with paragraphs 2 or 6 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 16

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 the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Others 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, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988 as well as with any other convention and protocol relating to the security of civil aviation which both Contracting Parties adhere.
2. The Contracting Parties shall provide upon request all necessary assistance 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 ICAO and designated as Annex to the Convention they shall require that operators of aircraft of their registry or operators of aircraft who have their principle place of business or permanent residence in their territory act in conformity with such aviation security provisions. Each Contracting Party shall advise the other Contracting Party of any difference between its national laws, regulations and practices and the aviation security standards of the Annexes to the Convention. Either Contracting Party may request immediate consultation with the other Contracting Party at any time to discuss any such difference.
4. Each Contracting Party agrees that the operators shall 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 occurs, the aeronautical authorities of both Contracting Parties shall facilitate communication and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
6. Each Contracting Party shall have the right, within 60 (sixty) days following notice for its aeronautical authorities to conduct an assessment in the territory of the other Contracting Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the territory of the first Contracting Party. The administrative arrangements for the conduct of such assessments shall be agreed between the aeronautical authorities and implemented without delay so as to ensure that assessments will be conducted expeditiously.
7. When a Contracting Party has reasonable grounds to believe that other Contracting Party has departed from the provisions of this Article, the first Contracting Party may request consultations. Such consultations shall start within 30 (thirty) days of receipt of such a request from either Contracting Party. Failure to reach a satisfactory agreement within 30 (thirty) days from the start of consultation shall continue grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the airline (s) designated by the other Contracting Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Contracting Party may take interim action at any time.

ARTICLE 17

COMMERCIAL ACTIVITIES

1. Subject to the laws and regulations of each Contracting Party, each Party shall grant to the designated airline(s) of the other Contracting Party, the rights to sell and market international air services and related products in its own territory including the rights to establish offices, both on-line and off-line .
2. The Contracting Parties agree, that Computer Reservation System (CRS) shall, in their respective territories, be operated so, that
 - a) the interests of consumers of air transport products are protected from any misuse of CRS information, including misleading information thereof, and
 - b) the CRS code of Conduct adopted by the ICAO is applied to the distribution of international passenger and cargo services products.
3. Each Contracting Party shall permit the designated airline(s) of the other Contracting Party to:
 - a) bring into its territory and maintain non-national personnel to perform managerial, commercial, technical, operational work for the provision of air transport services, consistent with the laws and regulations of the receiving State concerning entry, residence and employment; and
 - b) use the services and personnel of any company, other organization, or any airline operating in its territory and authorized to provide such services
4. Each Contracting Party shall permit the designated airline(s) of the other Contracting Party to pay for local expenses in its territory, including purchases of fuel, in local currency or, at the option of the airlines in any freely convertible currency.
5. Each Contracting Party shall permit the designated airline(s) of the other Contracting Party to convert and remit abroad to the state of carriers choice, on demand, all local revenues from the sale of air transport services, directly linked to air transport, in excess of sums locally disbursed, with conversion and remittance permitted, promptly without restrictions or discrimination, in respect of thereof at the rate of exchange applicable as of the date of the conversion and remittance.

ARTICLE 18

TIMETABLE SUBMISSION

As long in advance as practicable, but not less than 30 (thirty) days, before the introduction of an agreed service or any modification thereof, or within 30 (thirty) days after receipt of a request from the aeronautical authorities the designated airline of one Contracting Party shall provide to the aeronautical authorities of the other Contracting Party information regarding the nature of service, time-tables, types of aircraft including 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.

ARTICLE 19

PROVISION OF STATISTICS

The aeronautical authorities of each Contracting Party shall provide to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required. Such statement shall include all information required to determine the amount of traffic carried by the designated airlines on the agreed services and the origins and destinations of such traffic.

ARTICLE 20

CONFORMITY WITH MULTILATERAL CONVENTION

In the event of a general multilateral air transport convention accepted by the Contracting Parties entering into force, the provisions of such convention should prevail. Any discussion with a view to determining the extent to which this Agreement is terminated, superseded, amended or supplemented by the provisions of the multilateral convention shall take place in accordance with the relevant Articles of this Agreement

ARTICLE 21

USER CHARGES

1. Each Contracting Party shall not impose or permit to be imposed on the designated airline(s) of the other Contracting Party user charges higher than those imposed on its own airline(s) operating similar international air services.
2. Each Contracting Party shall encourage consultation on user charges between its competent charging authorities and airline(s) using the services and facilities provided by those charging authorities, where practicable through the designated airlines representatives organizations. Reasonable notice of any proposal for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage charging authorities and such users to exchange appropriate information concerning user charges.

ARTICLE 22

ENVIRONMENTAL PROTECTION

Both Contracting Parties shall support the need to protect the environment by promoting the sustainable development of aviation. The Contracting Parties agree with regard to operations between their respective territories to comply with Annex (16) to the Convention and the existing ICAO policy and guidance on environmental protection.

ARTICLE 23

CONSULTATION AND AMENDMENT

1. In a spirit of close co-operation the two Contracting Parties or their aeronautical authorities shall consult each other from time to time with a view to ensure the implementation of and satisfactory compliance with the provisions of this Agreement and its Annex thereto.
2. Such consultation shall begin within a period of 30 (thirty) days from the date of the request, unless this period is extended by the agreement of the aeronautical authorities of both Contracting Parties.
3. Each Contracting Party has the right at any time to request consultation with the Contracting Party to amend the provisions of this Agreement.
4. Each Contracting Party in accordance with its constitutional procedures shall ratify amendments relating to the provisions of this Agreement. Such amendments, so agreed shall enter into force within 30 (thirty) days from the date at which both Contracting Parties exchanged diplomatic notes by which they confirm such constitutional requirements.
5. Any amendments to the Annex may be agreed, directly and in writing, between the competent aeronautical authorities of the Contracting Parties and shall enter into force following the exchange of diplomatic notes by which they confirm such amendments.

ARTICLE 24

SETTLEMENT OF DISPUTE

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall endeavor to settle it by negotiation.
2. If the Contracting Parties fail to reach a settlement of the dispute by negotiation, they may agree to refer the dispute for decision to an arbitrator, or the dispute may at the request of either Contracting Party be submitted for 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 60 (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 30 (thirty) 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 ICAO may at the request of either Contracting Party appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State, shall act as President of the tribunal and shall determine the place where the arbitration will be held. If the President considers that he is a national of a State, which cannot be regarded as neutral in relation to the dispute, the most senior Vice President who is not disqualified on that ground shall make the appointment. The arbitral tribunal shall reach its decision by a majority of votes.
3. Each Contracting Party shall bear the costs of the arbitrator it has nominated as well as of its representation in the arbitral proceeding. The costs of the President and any other costs shall be born in equal parts by the Contracting Parties.
4. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.
5. If and as long as either Contracting Party fails to comply with any decision under paragraph 2 of this Article, the other Contracting Party may limit, withhold or revoke privileges, which it has granted by virtue of this Agreement to the Contracting Party in default or to a designated airline in default.

ARTICLE 25

TERMINATION

1. Either Contracting Party may, at any time, give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall simultaneously be communicated to the ICAO.
2. In such case this Agreement shall terminate 12 (twelve) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual 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 received 14 (fourteen) days after the receipt of this notice by the ICAO.

ARTICLE 26

REGISTRATION WITH ICAO

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


ARTICLE 27

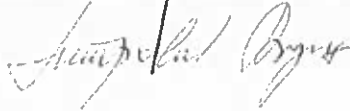
ENTRY INTO FORCE

This Agreement and its Annex shall enter into force 30 (thirty) days after the Contracting Parties have notified each other by exchange of the diplomatic notes that the constitutional requirements of the Contracting Parties for the entering into force of this Agreement have been complied with.

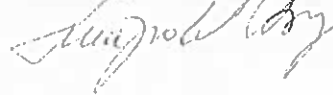
IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done at Manama, Kingdom of Bahrain on ~~09 Nov 2022~~ in duplicate in Arabic, Bosnian, Serbian, Croatian and English languages, all texts being equally authentic, in the case of any divergence in interpretation the English text shall prevail.


**FOR THE GOVERNMENT OF
KINGDOM OF BAHRAIN**



**FOR THE COUNCIL OF MINISTERS
OF BOSNIA AND HERZEGOVINA**



ANNEX
ROUTES SCHEDULE

SCHEDULE 1

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

Points of departure	Points of destination	Intermediate Points	Points Beyond
Points in the Kingdom of Bahrain	Points in Bosnia and Herzegovina Sarajevo Banja Luka Mostar Tuzla	To be agreed between the respective Aeronautical Authorities	To be agreed between the respective Aeronautical Authorities

SCHEDULE 2

Routes to be operated by the designated airline(s) of Bosnia and Herzegovina:

Points of departure	Points of destination	Intermediate Points	Points Beyond
Points in Bosnia and Herzegovina Sarajevo Banja Luka Mostar Tuzla	Points in the Kingdom of Bahrain	To be agreed between the respective Aeronautical Authorities	To be agreed between the respective Aeronautical Authorities

NOTES:

1. Intermediate points and points beyond the Territories of the Contracting Parties shall be subject to an agreement between the Aeronautical Authorities of the Contracting Parties. Intermediate points and points beyond the Territories of the Contracting Parties may be omitted by the Designated Airlines of the Contracting Parties at their discretion.

2. The right of coterminization of the points of origin or points of destination in the Territories of the Contracting Parties as well as intermediate points and points beyond shall be subject to an agreement between Aeronautical authorities of the Contracting Parties.
3. The right of the Designated Airlines of one Contracting Party to transport passengers, cargo and mail between the points in the Territory of the other Contracting Party and points in the Territory of the third countries, (exercise of fifth freedom traffic right) shall be subject to an agreement between the aeronautical authorities of the Contracting Parties.