

AGREEMENT BETWEEN
THE GOVERNMENT OF THE ITALIAN REPUBLIC
AND
THE GOVERNMENT OF UNITED ARAB EMIRATES

FOR THE PURPOSE OF ESTABLISHING
AIR SERVICES BETWEEN AND BEYOND
THEIR RESPECTIVE TERRITORIES

The Government of the Italian Republic
and
The Government of United Arab Emirates

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.

HAVE AGREED AS FOLLOWS:

ARTICLE 1

DEFINITIONS

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

1. the term "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 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.
2. the term "aeronautical authorities" means in the case of the United Arab Emirates the Ministry of Communications and any person or body authorised to perform any functions at present exercisable by the Minister in respect of Civil Aviation and in the case of the Italian Republic, The Ministero dei Trasporti Direzione Generale dell'Aviazione Civile and any person or body authorised to perform any functions to which this Agreement relates.
3. the term "designated airline" means an airline or airlines which have been designated and authorised in accordance with Article 4 of this Agreement.
4. the term "territory" in relation to State has the meaning assigned to it in Article 2 of the Convention;
5. the term "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.

ARTICLE 2

APPLICABILITY OF CHICAGO 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

TRAFFIC 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 and operating scheduled international air services on the routes specified in the appropriate Section of the Schedule 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 airline 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 points specified for that route in the Schedule 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 airline of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers, cargo and mail carried for hire or reward and destined for another point in the territory of the other Contracting Party.

ARTICLE 4

DESIGNATION OF AIRLINES

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes.
2. On receipt of such designation, 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 authorisation.
3. The aeronautical authorities of one Contracting may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in accordance with the provisions of the Convention.
4. Each Contracting Party shall have the right to refuse to grant the operating authorisation referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by the designated airline of the rights specified in Article 3 of this 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 its nationals.
5. When an airline has been so designated and authorised, it may begin at any time to operate the agreed services, provided that tariff/tariffs established in accordance with Article 11 of this Agreement is/are in force in respect of this service.

ARTICLE 5

REVOCATION OR SUSPENSION OF OPERATING AUTHORISATION

1. Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 3 of this Agreement by the airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights in any of the following cases:
 - 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 its nationals;
 - b) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights;
 - c) in case the 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 infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

ARTICLE 6

EXEMPTION FROM CUSTOMS AND OTHER DUTIES

1. Aircraft operated on international air services by the designated airline of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft's stores (including food, beverage and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other similar fiscal charges on arriving in the territory of the other Contracting Party, remain on board the aircraft up to such time as they are re-exported or are used on board aircraft on the part of the journey performed over that territory.
2. There shall also be exemption from the same duties, fees and charges with the exception of charges corresponding to the service performed:
 - a) aircraft stores taken on board in the territory of a Contracting Party, within limits fixed by the authorities of said Contracting Party, and for use on board outbound aircraft engaged in an international air service of the other Contracting Party;
 - b) spare parts entered 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 an 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.

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

3. Regular airborne equipments, 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 case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed off in accordance with Customs Regulations.

4. Any charges that may be imposed or permitted to be imposed by a Contracting Party for the use of such airports and air navigation facilities by the aircraft of any other Contracting Party shall not be higher than those that would be paid by its national aircraft engaged in scheduled international air services.
5. Exemptions provided for accordingly with this article are granted on the basis of full reciprocity.

ARTICLE 7

APPLICABILITY OF NATIONAL LEGISLATION

1. The laws, regulations and administrative requirements of a Contracting Party as to the admission to or departure from its territory of passengers, crew or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, currency, health and quarantine shall be complied with by or on behalf of such passengers, crew or cargo upon entrance into or departure from, or while within the territory of that State.
2. The laws, regulations and administrative requirements of a Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft of the other Contracting Party while within its territory shall be applied.
3. The appropriate authorities of either Contracting Party shall have the right, without unreasonable delay, to search aircraft of the other Contracting Party on landing or departure, and to inspect the certificates and other documents prescribed by the Convention.

ARTICLE 8

RECOGNITION OF LICENCES AND CERTIFICATES

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by either Contracting Party shall, during the period of their validity subject to the provisions of paragraph (2) of this Article, be recognized as valid by the other Contracting Party.
2. Each Contracting Party reserves the right to refuse to recognize as valid, for the purpose of flight over its territory, certificates of airworthiness, certificates of competency or licences granted to or rendered valid for its own nationals by the other Contracting Party or by a third State.

ARTICLE 9

PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

1. There shall be fair and equal opportunity for the designated airlines of each Contracting Party to operate the agreed services on the specified routes between their respective territories.
2. In operating the agreed services, the designated airlines of each Contracting Party shall take into account the interests of the airlines of the other Contracting Party so as not to affect unduly the services, which the latter provide 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 State 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 State comprising the area; and
 - c) the requirements of through airline operation.
4. Before inauguration of the agreed services and for the subsequent changes of capacity, the Aeronautical Authorities of the Contracting Parties shall agree to the practical application of the principles contained in the previous paragraphs of this Article regarding the operation of the agreed services by the designated airlines.

ARTICLE 10

PROVISION OF OPERATING INFORMATION

1. The designated airline of Contracting Party shall provide for approval to the aeronautical authorities of the other Contracting Party flight schedules including information on the type of aircraft to be used, at least sixty days before each summer or winter season.

AVIATION SECURITY

- a) In accordance with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to protect, in their mutual relationship, the security of civil aviation against acts of unlawful interference forms an integral part of this agreement.
- b) 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, airport and air navigation facilities, and any other threat to the security of civil aviation.
- c) The Contracting Parties shall act in conformity with the provisions of the Convention on Offenses and Certain other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971 and the Protocol for Suppression of Unlawful Acts of Violence at airports serving International Civil Aviation signed at Montreal on 24 February 1988, supplementary to the Convention for the Suppression of unlawful Acts Against the Safety of Civil Aviation, done at Montreal on 23 September 1971.
- d) The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security standards and, so far as they are applied by them, the recommended practices established by the International Civil Aviation Organization, and designated as annexes to the Convention on International Civil Aviation, and shall require that operators of aircraft of their registry, operators who have their principal place of business or permanent residence in their territory, and the operators of airports in their territory, act in conformity with such aviation security provisions. In this paragraph the reference to aviation security standards includes any difference notified by the Contracting Party concerned. Each Contracting Party shall give advance information to the other of its intention to notify any difference relating to such standards.
- e) Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions 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 take all reasonable measures within its territory to protect aircraft and to inspect passengers, crew, carry-on items, baggage cargo and aircraft stores prior to and during boarding and loading. Each Contracting Party shall also consider favorably for action any request from the other Contracting Party shall also consider favorably for action any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
- f) When an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of passengers, crew, aircraft, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
- g) When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from aviation security provisions of this Article, the first Contracting Party may request immediate consultations with the other Contracting Party. Failure to reach a satisfactory agreement within thirty days from the date of receipt of such request for consultations shall constitute grounds to suspend or condition the rights of both Contracting Parties under this agreement within

ninety days. When justified by an emergency involving an immediate threat to the safety of passengers, crew or aircraft and when the other Contracting Party has not adequately met its obligations pursuant to paragraphs (d) or (e) of this Article, a Contracting Party may take immediate interim protective action appropriate to meet the threat. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the provisions of this Article.

ARTICLE 12

TARIFFS

1. For the purpose of the following paragraphs, the term "tariff" means the prices to be paid for the carriage of passengers 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.
2. The tariffs to be charged by the airlines of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit, and the tariffs of other airlines.
3. The tariffs referred to in paragraph (2) of this Article shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties, after consultations with the other airlines operating over the whole or part of the route, and such agreement shall, wherever possible, be reached by the use of the procedures of the International Air Transport Association for the working out of tariffs.
4. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of both Contracting Parties at least ninety (90) days before the proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the said authorities.
5. This approval may be given expressly; if neither of the aeronautical authorities has expressed disapproval within thirty (30) days from the date of submission, in accordance with paragraph (4) of this Article, these tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided for in paragraph (4), the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.
6. If a tariff cannot be agreed in accordance with paragraph (3) of this Article, or if, during the period applicable in accordance with paragraph (5) of this Article, one aeronautical authority gives the other aeronautical authority notice of its disapproval of a tariff agreed in accordance with the provisions of paragraph (3) of this Article, the aeronautical authorities of the two Contracting Parties shall, after consultation with the aeronautical authorities of any other State, whose advice they consider useful, endeavour to determine the tariff by mutual agreement.
7. If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph (4) of this Article, or on the determination of any tariff under paragraph (6) of this Article, the dispute shall be settled in accordance with the provisions of Article (16) of this Agreement.
8. A tariff established in accordance with provisions of this Article shall remain in force until a new tariff has been established. Nevertheless, a tariff shall not be prolonged by virtue of this paragraph for more than twelve months after the date on which it would otherwise have expired.

ARTICLE 13

PROVISION OF STATISTICS

The Aeronautical Authorities of a Contracting Party shall supply the Aeronautical Authorities of the other Contracting Party, on request, with periodic statistics or other similar information relating to the traffic carried on the agreed services by the respective designated airlines, to/from the territory of the other Contracting Party.

ARTICLE 14

TRANSFER OF EARNINGS

1. The airlines of the Contracting Parties shall be free to sell air transport services in the territories of both the Contracting Parties, directly through an agent.
2. Each Contracting Party shall grant to the designated airline(s) of the other Contracting Party, on the basis of reciprocity the right of free transfer of the excess of receipts over expenditure earned in the territory of respective Contracting Party. Such transfer shall be effected on the basis of official exchange rates or where there are no official exchange rate, at the prevailing foreign exchange market rates for current payment.
3. If a Contracting Party imposes restrictions on the transfer of excess of receipts over expenditure by the designated airlines of the other Contracting Party, the latter shall have the right to impose reciprocal restrictions on the designated airlines of the First Contracting Party.

ARTICLE 15

AIRLINE REPRESENTATION

1. Each Contracting Party shall grant to the designated airlines of the other Contracting Party, on a basis of reciprocity, the right to maintain in the points specified in the route schedule on its territory offices and administrative commercial and technical personnel chosen among nationals from either or both Contracting Parties as may be necessary for the requirements of the designated airlines.
2. The employment of the third Country nationals in the territory of either Contracting Party shall be permitted subject to the authorisation of the competent Authorities.
3. All the personnel shall be subject to the laws relating to the admission and stay in the territory of the other Contracting Party such as the laws, regulations and administrative requirements applicable in that territory.
4. The number of such personnel, established on agreement between the designated airlines, shall be submitted for approval to the appropriate Authorities of the two Contracting Parties.
5. Each Contracting Party will provide any necessary assistance and facilities to said offices and personnel.

ARTICLE 16

CONSULTATION

1. In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the Annex attached thereto.
2. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may at any time propose in writing such modification to the other Contracting Party. Consultations between the two Contracting Parties concerning such proposed modification may be either oral or in writing and shall unless otherwise agreed being within a period of sixty (60) days from the date of the request made by one of the Contracting Parties.
3. In the event that either of the Contracting Parties considers it desirable to modify the Annex to this Agreement such modification shall be agreed upon in consultation between the Aeronautical Authorities of the two Contracting Parties.
4. Any modification to this Agreement in accordance with paragraph (2) and (3) of this Article shall come into effect when such modification has been confirmed by an Exchange of Notes through the diplomatic channel.

ARTICLE 17

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.
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 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 Organization 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 and shall act as President of the arbitral tribunal.
3. The Contracting Parties shall comply with any decision given under paragraph (2) of this Article.
4. Any dispute concerning customs duties and any other fiscal charge will not, in any case, be submitted to the procedure of the tribunal of arbitrators, provided for in paragraph (2) of this Article.

ARTICLE 18

REGISTRATION WITH THE INTERNATIONAL CIVIL AVIATION ORGANISATION

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

ARTICLE 19

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 Organisation. 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 acknowledgment of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after receipt of the notice by the International Civil Aviation Organisation.

ARTICLE 20

DATE OF ENTRY INTO FORCE OF THE AGREEMENT

This Agreement shall come into force as soon as the Contracting Parties exchange their respective instruments of ratification.

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

This Agreement is drawn in three originals in Arabic, Italian and English languages, all texts being equally authentic. In case of any divergence on interpretation, the English text of the Agreement shall prevail.

Done at Abu Dhabi this third the
day of April the year 1991.



FOR THE GOVERNMENT OF
THE REPUBLIC OF ITALY
Giovanni Ferrero,
Ambassador of Italy.



FOR THE GOVERNMENT OF
THE U.A.E.
Mohamed Yahya Al Suweidi,
Assistant Undersecretary for
Finance, Administration and
Civil Aviation.

A N N E X

Section I

Points to be operated by the Italian designated airlines:

points in Italy/two intermediate points to be named later/points in U.A.E./points beyond to be named later with any type of aircraft.

Section II

Points to be operated by the U.A.E. designated airlines:

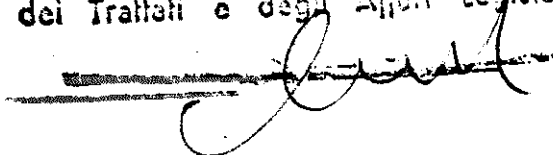
points in U.A.E./two intermediate points to be named later/Rome/points beyond, in Europe or in North Africa, to be named later with any type of aircraft.

Footnotes:

Any points may be omitted on any or all flights provided that the point of origin of such route lies in the territory of the Contracting Party that has designated the airline.

Fifth freedom traffic rights are to be agreed reciprocally between the two respective Aeronautical Authorities.

Servizio del Coordinamento Legislativo
dei Trattati e degli Affari Legislativi





per copie conforme