

Air Transport Agreement
between
the Federal Republic of Germany
and
the United Arab Emirates

The Federal Republic of Germany
and
the United Arab Emirates,

Being parties to the Convention on International Civil Aviation
opened for signature at Chicago on 7 December 1944,

Desiring to conclude an Agreement concerning the initiation and
operation of air services between and beyond their respective
territories,

Have agreed as follows:

Article 1
Definitions

(1) For the purposes of the present Agreement, unless the text
otherwise requires:

- a) the term "Convention" means the Convention of 7 December 1944 on International Civil Aviation 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, in so far as those Annexes and amendments have become effective for or been ratified by both Contracting Parties;
- b) the term "aeronautical authorities" means in the case of the Federal Republic of Germany, the Federal Minister of Transport; in the case of the United Arab Emirates, the Minister of Communications; or in both cases any other person or body authorized to perform the functions exercised by the said authorities;
- c) the term "designated airline" means any airline that one Contracting Party has designated in writing to the other

Contracting Party in accordance with Article 3 of this Agreement as being an airline which is to operate international air services on the routes specified in conformity with Article 2 (2) of this Agreement;

- d) 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 terms "territory", "air service", "international air service" and "stop for non-traffic purposes" have, for the purpose of the present Agreement, the meaning laid down in Articles 2 and 96 of the Convention as amended at present or in future.

Article 2

Grant of Traffic Rights

(1) Each Contracting Party shall grant to the other Contracting Party for the purpose of operating international air services by designated airlines over the routes specified in accordance with paragraph 2 below,

- a) the right to fly across its territory without landing;
- b) the right to land in its territory for non-traffic purposes and
- c) the right to land in its territory at the points named on the routes specified in accordance with paragraph 2 below, in order to take on or discharge passengers, mail and cargo on a commercial basis in combination or separately.

(2) The routes over which the designated airlines of the Contracting Parties will be authorized to operate international scheduled air services shall be specified in a Route Schedule to be agreed upon by the aeronautical authorities and confirmed later on through an exchange of notes.

(3) Nothing in paragraph 1 above 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 (cabotage).

Article 3

Designation of Airlines and Initiation of Air Services

(1) The operation of the international air services on the routes specified in accordance with Article 2 (2) of this Agreement may be started at any time, provided that

- a) the Contracting Party to whom the rights specified in Article 2 (1) of this Agreement are granted, has designated one or several airlines in writing, and
- b) the Contracting Party granting these rights has authorized the designated airline or airlines to initiate the air services.

(2) The Contracting Party granting these rights shall, subject to the provisions of paragraph 3 below as well as Article 9 of this Agreement, give without delay the said authorization to operate the international air service.

(3) The aeronautical authorities of either Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions

prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in accordance with the provisions of the Convention.

Article 4

Revocation or Limitation of Operating Authorization

(1) Either Contracting Party may revoke, or limit by the imposition of conditions, the authorization granted in accordance with Article 3 (2) of this Agreement in the event of failure by a designated airline to comply with the laws and regulations of the Contracting Party granting the rights or to comply with the provisions of this Agreement or to fulfil the obligations arising therefrom. Either Contracting Party shall exercise this right only after consultation as provided for in Article 14 of this Agreement, unless an immediate suspension of operations or imposition of conditions is necessary to avoid further infringements of laws or regulations.

(2) Either Contracting Party shall have the right to replace, by written communication to the other Contracting Party and subject to the provisions of Article 3 of this Agreement, an airline it has designated by another airline. The newly designated airline shall have the same rights and be subject to the same obligations as the airline which it replaces.

Article 5

Imposition of Charges

The charges levied in the territory of either Contracting Party for the use of airports and other aviation facilities by the aircraft of a designated airline of the other Contracting Party shall not be higher than those levied on aircraft of a national airline engaged in similar international air services.

Article 6

Exemption from Customs Duties and Other Charges

(1) Aircraft operated by a designated airline of either Contracting Party and entering, departing again from, or flying across the territory of the other Contracting Party, as well as fuel, lubricants, spare parts, regular equipment and aircraft stores on board such aircraft, shall be exempt from customs duties and other charges levied on the occasion of importation, exportation or transit of goods. This shall also apply to goods on board the aircraft consumed during the flight across the territory of the latter Contracting Party.

(2) Fuel, lubricants, spare parts, regular equipment and aircraft stores temporarily imported into the territory of either Contracting Party, there to be immediately or after storage installed in or otherwise taken on board the aircraft of a designated airline of the other Contracting Party, or to be otherwise exported again from the territory of the former Contracting Party, shall be exempt from the customs duties and other charges mentioned in paragraph 1 above. Advertising materials and transport documents of any designated airline of one Contracting Party shall, on the occasion of importation into the territory of the other Contracting Party, likewise be exempt from the customs duties and other charges mentioned in paragraph 1 above.

(3) Fuel and lubricants taken on board the aircraft of a designated airline of either Contracting Party in the territory of the other Contracting Party and used in international air services shall be exempt from the customs duties and other charges mentioned in paragraph 1 above, as well as from any other special consumption charges (in relation to fuel and lubricants).

(4) Either Contracting Party may keep the goods mentioned in paragraphs 1 to 3 above under customs supervision.

(5) Goods mentioned in paragraphs 1 to 3 above which are exempt from customs duties or other charges shall not be subject to any economic prohibitions or restrictions on importation, exportation or transit that may otherwise be applicable.

Article 7

Transfer of Earnings

(1) Each Contracting Party shall grant to an airline designated by the other Contracting Party the right to remit to its head office freely and without restrictions, in the currencies of the Contracting Parties and at the official rate of exchange, the revenue realized through the sale of air transport services in the territory of the other Contracting Party.

(2) 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 8

Principles Governing the Operation of Agreed Services

(1) There shall be fair and equal opportunity for the designated airlines of each Contracting Party to operate air services on the routes specified in accordance with Article 2 (2) of this Agreement.

(2) In the operation of international air services on the routes specified in accordance with Article 2 (2) of this Agreement, any designated airline of either Contracting Party shall take account of the interests of any designated airline of the other Contracting Party so as not to affect unduly the air services

which the latter airline operates over the same routes or parts thereof.

(3) The international air services on the routes specified in accordance with Article 2 (2) of this Agreement shall have as their primary objective the provision of capacity commensurate with the foreseeable traffic demand to and from the territory of the Contracting Party designating the airline. The right of such airline to carry traffic between points of a route specified in accordance with Article 2 (2) of this Agreement which are located in the territory of the other Contracting Party and points in third countries shall be exercised, in the interests of an orderly development of international air transport, in such a way that capacity is related to:

- a) the traffic demand to and from the territory of the Contracting Party designating the airline;
- b) the traffic demand existing in the areas through which the air services pass, taking account of local and regional air services;
- c) the requirements of an economical operation of through traffic routes.

(4) To ensure fair and equal treatment to the designated airlines, the frequency of services, the types of aircraft to be used with regard to capacity, as well as the flight schedules shall be subject to approval by the aeronautical authorities of the Contracting Parties. This requirement should also be met in case of any change concerning the agreed services.

(5) The aeronautical authorities of the Contracting Parties should, if necessary, endeavour to reach a satisfactory arrangement regarding transport capacity and frequencies.

Article 9

Communication of Operating Information and Statistics

(1) The designated airlines shall communicate to the aeronautical authorities of the Contracting Parties at least one month prior to the initiation of air services on the routes specified in accordance with Article 2 (2) of this Agreement the type of service, the types of aircraft to be used and the flight schedules. This shall likewise apply to later changes.

(2) The aeronautical authorities of either Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party at their request such periodic or other statistical data of the designated airlines as may be reasonably required for the purpose of reviewing the capacity provided by any designated airline of the first Contracting Party on the routes specified in accordance with Article 2 (2) of this Agreement. Such data shall include all information required to determine the amount of traffic carried and the origins and destinations of such traffic.

Article 10

Tariffs

(1) The tariffs to be charged for passengers and cargo on the routes specified in accordance with Article 2 (2) of this Agreement shall be subject to approval by the aeronautical authorities of the Contracting Party from whose territory they are to be applied. They should take into account the cost of operation, a reasonable profit, the prevailing conditions of competition and of the market as well as the interests of transport users.

(2) The tariffs shall be submitted by the designated airlines to the aeronautical authorities referred to in paragraph 1 above

for approval at least one month prior to the envisaged date of their introduction.

(3) If the aeronautical authorities do not consent to a tariff submitted for their approval in accordance with paragraph 2 above, they shall inform their airline concerned within 21 days after the date of submission of the tariff. In such case, this tariff shall not be applied. The tariff applied up to that time which was to be replaced by the new tariff shall continue to be applied.

Article 11

Commercial Activities

(1) Each Contracting Party shall, on a reciprocal basis, grant to a designated airline of the other Contracting Party the right to maintain in its territory such offices and administrative, commercial and technical personnel as are needed by the designated airline.

(2) The establishment of the offices and the employment of the personnel referred to in paragraph 1 above shall be subject to the laws and regulations of the Contracting Party concerned, such as the laws and regulations relating to the admission of foreigners and their stay in the territory of the Contracting Party concerned.

(3) Each Contracting Party shall consider, on a reciprocal basis, to grant to any designated airline of the other Contracting Party the right of self-handling of passengers, baggage, cargo and mail for the designated or other airlines of the other Contracting Party. This right does not include air-side ground handling services (aircraft ground handling), which remain the prerogative of the airport operators.

(4) Each Contracting Party shall, in accordance with the national laws, grant to any designated airline of the other Contracting Party the right to sell its transport services on its own transport documents directly in its own sales offices and through its agents in the territory of the other Contracting Party to any customer in any freely convertible currency.

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 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 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.

(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.

(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 on International Civil

Aviation where 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 territory and the operators of airports in their territory act in conformity with such aviation security provisions.

(4) Each Contracting Party agrees to observe the security provisions required by the other Contracting Party for entry into the territory of that other Contracting Party and to take adequate measures to protect aircraft and to inspect passengers, crew, their carry-on items as well as cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give favourable consideration to any request from the other Contracting Party for special security measures to meet a particular threat.

(5) 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.

(6) Should a Contracting Party depart from the aviation security provisions of this Article, the aeronautical authorities of the other Contracting Party may request immediate consultations with the aeronautical authorities of the former Contracting Party. Failure to reach a satisfactory agreement within thirty (30) days of the date of such request shall constitute grounds for withholding, revoking, limiting or imposing conditions on the operating authorization of an airline or airlines of the former Contracting Party. If required by an emergency, either Contracting Party may take interim action prior to the expiry of the thirty (30) days.

Article 13

Control of Documents and Immigration

(1) Upon the request of either Contracting Party the other Contracting Party shall permit the airlines which exercise air traffic rights in both countries to take measures to ensure that only passengers with the documents required for entry into or transit through the requesting State are carried.

(2) Either Contracting Party shall accept for examination a person being returned from his point of disembarkation after having been found inadmissible if this person previously stayed in its territory before embarkation, other than in direct transit. A Contracting Party shall not return such a person to the country where he was earlier found to be inadmissible.

(3) This provision is not intended to prevent public authorities from further examining a returned inadmissible person to determine his eventual acceptability in the State or make arrangements for his transfer, removal or deportation to a State of which he is a national or where he is otherwise acceptable. Where a person who has been found to be inadmissible has lost or destroyed his travel documents, a Contracting Party shall accept instead a document attesting to the circumstances of embarkation and arrival issued by the public authorities of the Contracting Party where the person was found to be inadmissible.

Article 14

Exchange of Views and Consultations

(1) Exchanges of views shall take place as needed between the aeronautical authorities of the Contracting Parties in order to achieve close cooperation and agreement in all matters pertaining to the application of this Agreement.

(2) Consultations may be requested at any time by either Contracting Party for the purpose of discussing amendments to this Agreement or to the Route Schedule or questions relating to interpretation. The same applies to discussions concerning the application of this Agreement if either Contracting Party considers that an exchange of views within the meaning of paragraph 1 above has not produced any satisfactory results. Such consultations shall begin within two months of the date of receipt by the other Contracting Party of any such request.

Article 15

Settlement of Disputes

(1) Where any disagreement concerning the interpretation or application of this Agreement cannot be settled in accordance with Article 14 of this Agreement, it shall be submitted to an arbitral tribunal at the request of either Contracting Party.

(2) Such arbitral tribunal shall be constituted ad hoc as follows: each Contracting Party shall appoint one member, and these two members shall agree upon a national of a third State as their chairman to be appointed by the Governments of the Contracting Parties. Such members shall be appointed within two months, and such chairman within three months, of the date on which either Contracting Party has informed the other Contracting Party of its intention to submit the disagreement to an arbitral tribunal.

(3) If the periods specified in paragraph 2 above have not been observed, either Contracting Party may, in the absence of any other relevant arrangement, invite the President of the Council of the International Civil Aviation Organization to make the necessary appointments. If the President is a national of either Contracting Party or if he is otherwise prevented from discharging this function, the Vice-President deputizing for him should make the necessary appointments.

(4) The arbitral tribunal shall reach its decisions by a majority of votes. Such decisions shall be binding on the Contracting Parties. Each Contracting Party shall bear the cost of its own member as well as of its representation in the arbitral proceedings; the cost of the chairman and any other costs shall be borne in equal parts by the Contracting Parties. In all other respects, the arbitral tribunal shall determine its own procedure.

Article 16
Multilateral Convention

In the event of a multilateral air transport convention accepted by the Contracting Parties entering into force, the provisions of such convention shall prevail.

Article 17
Registration with the International Civil Aviation
Organization

This Agreement and any amendment thereof shall be communicated to the International Civil Aviation Organization for registration.

Article 18
Ratification

This Agreement shall be ratified and shall enter into force one month after the exchange of the instruments of ratification.

Article 19
Termination

Either Contracting Party may at any time give written notice of termination of 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.

Done at Abu Dhabi on ■ 2 März 1994

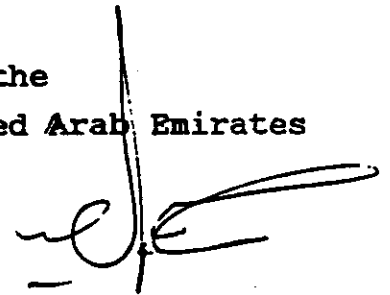
in duplicate in the German, Arabic and English languages, all three texts being authentic. In case of divergent interpretations of the German and Arabic texts, the English text shall prevail.

For the
Federal Republic of Germany



Uwe Schramm

For the
United Arab Emirates



Mafar Humaid Al-Tajer

Bonn, 8 September 1998

It is herewith duly certified pursuant to Article
of the Rules for Registration with ICAO of
Aeronautical Agreements and Arrangements
that it is a true copy of the English text of the
Air Transport Agreement between the Federal
Republic of Germany and the United Arab Emirates,
done at Abu Dhabi on 2 March 1994 and have
entered into force on 24 March 1997.
The notes of ratification are exchanged at Bonn
on 24 February 1997.

For the Federal Ministry of Transport



Kain, Senior Executive Officer

