

AIR TRANSPORT AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF UZBEKISTAN
AND
THE GOVERNMENT OF ARAB REPUBLIC OF EGYPT

The Government of the Republic of UZBEKISTAN and the
Government of the Arab Republic of EGYPT hereinafter referred
to as "Contracting Parties",

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

Desiring to conclude an Agreement for the purpose of
establishing air services between and beyond their respective
territories.

Have agreed as follows :-

ARTICLE 1

1. For the purposes of this Agreement the following terms mean ,

a) "Aeronautical Authorities" means , in the case of the Republic of UZBEKISTAN the Director General of Civil Aviation, or any person or body authorized to perform any function presently exercised by him, and in the case of the Arab Republic of EGYPT the Minister of Civil Aviation, The Chairman of the Egyptian Civil Aviation Authority or any person or body authorized to perform any function presently exercised by the said Authorities.

b) "Designated Airline or Airlines" means an airline(s) which has been designated and authorized in accordance with Article 4 of the present Agreement,

c) "Territory" in relation to a State means land areas territorial and internal waters and air space above them under the sovereignty of that State;

d) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944 and includes any Annex and any amendment thereto adopted under Article 90 of the Convention to the extent that such Annex and amendment thereto are applicable to the Contracting Parties and any amendment of the Convention adopted under Article 94 of the Convention ratified by the Republic of UZBEKISTAN and by the Arab Republic of EGYPT respectively ;

e) " 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.

f) "Agreed Services" means scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers and cargo in accordance with agreed capacity entitlements ;

g) "All-Cargo air services" means international air service "performed by aircraft on which cargo or mail (with ancillary attendants) is carried, separately or in combination, but on which revenue passengers are not carried;

h) "Designated airline" means an airline(s) designated and authorized in accordance with Articles 2 (Designation) and 4 (Authorization) of this Agreement;

i) "Specified route" means a route specified in the Annex to this Agreement;

j) " Tariffs " means the prices which the designated airlines charge for the transport of passengers and cargo and the conditions under which those prices apply but excluding remuneration and conditions for carriage of mail.

2. The Annex to the present Agreement shall be considered as its integral part.

ARTICLE 2

Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing an international air services on the routes specified in the Annex to the present Agreement (hereinafter called " the agreed service" and " the specified routes " respectively).

ARTICLE 3

1. The airline(s) designated by each Contracting Party shall enjoy while operating an agreed service on a specified route the following rights :-

a) to fly across the territory of the other Contracting Party without landing ;

b) to make stops in the territory of the other Contracting Party for non-traffic purposes at the points set out in the Annex to the present Agreement;

c) to make stops in the territory of the other Contracting Party at the points specified for that route in the Annex to the present Agreement for the purpose of taking on and/or putting down international traffic in passengers, cargo and mail.

2. Nothing in paragraph 1 of this Article shall be deemed to confer on the designated airlines of one Contracting Party the privilege of uplifting in the territory of the other Contracting Party, passengers and cargo, carried for remuneration or hire and for discharge at another point in the territory of that other Contracting Party.

3. At points in the specified routes, each of the designated airlines shall have the right to use all airways, airports and other facilities provided by the Contracting Parties on a non-discriminatory basis.

4. All the technical and commercial matters concerning the operation of aircraft and transportation of passengers, cargo and mail on the agreed services as well as the matters concerning commercial cooperation, particularly timetable ground technical services of aircraft and procedures of financial accounts shall be settled by agreement between the designated airlines of Contracting Parties and shall be submitted for the approval of the aeronautical authorities of the Contracting Parties.

ARTICLE 4

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline(s) for the purpose of operating agreed services on the specified routes.

2. On receipt of notification of designation the other Contracting Party shall without delay, subject to the provisions of paragraphs 3 and 4 of this Article, grant to each designated airline(s) the appropriate operating authorization.

3. The aeronautical authorities of one Contracting Party prior to granting the operating authorization may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied by such authorities to the operation of international air services.

4. Each Contracting Party shall have the right to refuse to grant the operating authorization 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(s) of the rights specified in Article 3, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline(s) are vested in the Contracting Party designating the airline(s) or in its nationals.

5. When an airline has been so designated and authorized it may begin to operate the agreed services for which it is designated provided that a tariff established in accordance with the provisions of Article 10 of this Agreement is in force in respect of that service.

ARTICLE 5

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 3 of this Agreement by an airline(s) designated by the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of these rights :

a) in any case where it is not satisfied that substantial ownership or effective control of that airline(s) are vested in the Contracting Party designating the airline(s) or in its nationals ; or

b) in case of a failure by that airline to comply with the laws or the regulations in force of the Contracting Party granting these rights; or

c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1, of this Article is essential to prevent further infringements of the laws or the regulations, such rights shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party in such a case consultations shall begin within a period of sixty (60) days from the date of the request.

ARTICLE 6

1. The laws and regulations of one Contracting Party relating to the arrival in or the departure from its territory of aircraft engaged in international air services or to the operation and navigation of such aircraft while within its territory shall be applied to aircraft of the airline(s) designated by the other Contracting Party.

2. The laws and regulations of one Contracting Party relating to the entry into, sojourn in and departure from its territory of passengers, crew, cargo and aircraft (including laws and regulations relating to entry, clearance, aviation security, immigration, passports, customs, quarantine, or in the case of mail postal laws and regulations) shall be applicable to the passengers, crew, cargo and the aircraft of designated airline of the other Contracting Party while they are in the territory of the first Contracting Party. Such laws and regulations shall be applied equally by each Contracting Party to the passengers, crew, cargo and aircraft of all countries without distinction as to nationality of airline.

ARTICLE 7

1. The charges imposed on a designated airline(s) of one Contracting Party by the responsible charging bodies of the other Contracting Party for the use by that designated airline(s) of airport, airways and other civil aviation facilities and services shall not be higher than those imposed by such Contracting Party on its own designated airline engaged in similar international operations using similar aircraft and associated facilities and services.

2. Fees and other charges for the use of each airport including its installations, technical and other facilities and services as well as any charges for the use of air navigation facilities, communication facilities and services shall be made in accordance with the rates and tariffs established by each Contracting Party.

ARTICLE 8

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 in direct transit shall be exempt from customs duties and other similar taxes.

ARTICLE 9

1. The designated airlines of the Contracting Parties shall have fair and equal opportunity to operate the agreed services on the specified routes between their respective territories.

2. In operating the agreed services the designated airline(s) of one Contracting Party shall take into account the interests of the designated airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

3. The agreed services provided by the designated airlines of the Contracting Parties shall be closely related to the requirements of the public for transportation on the specified routes, and each designated airline shall have as its 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, cargo and mail between their respective territories.

4. The air services provided by the designated airline under the present Agreement, shall be made in accordance with the general principles that capacity shall be related to :

- a) the requirements of traffic between the countries of origin and destination.
- b) the requirements of traffic of the area through which the agreed services pass, and
- c) the requirements of through airline operations.

5. The capacity, frequencies , and types of aircraft of the designated airlines shall be agreed upon between the Aeronautical Authorities of the Contracting Parties.

ARTICLE 10

1. The tariffs on any agreed service shall be established at reasonable levels due regard being paid to all relevant factors including cost of operations, reasonable profit, characteristics of airline(s) (such as standards of speed and service) and the tariffs of other airline for any part of the specified route. These tariffs shall be fixed in accordance with the following provisions of this Article.

2. The tariffs referred to in paragraph 1 of this Article and the rates of agency commission used in conjunction with them shall, if possible, be agreed in respect of each of the specified routes between the designated airlines concerned in consultation with the other airlines operating the whole or part of that route. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of the Contracting Parties.

3. If the designated airlines can not agree on any of these tariffs or if for some other reason a tariff can not be agreed upon in accordance with the provisions of paragraph 2 of this Article the aeronautical authorities of the Contracting Parties shall endeavour to determine the tariff by agreement between themselves.

4. If the aeronautical authorities can not agree on the approval of any tariff submitted to them under paragraph 2 of this Article or on the determination of any tariff under paragraph 3, the dispute shall be settled in accordance with the provisions of Article 16 of the present Agreement.

5. No tariff shall come into force if the aeronautical authorities of either Contracting Party have not approved it.

6. The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

ARTICLE 11

1. Aircraft operated on the agreed services by the designated airlines of one Contracting Party, as well as their regular equipment, supplies of fuel and lubricants, aircraft stores (including food, beverages and tobacco) on board the aircraft shall be exempt from all customs duties, 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.

2. There shall also be exempt from the same duties, fees and charges with the exception of charges corresponding to the services performed;

a) aircraft stores taken on board in the territory of one Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board the aircraft operated on the agreed services by the designated airline(s) of the other Contracting Party;

b) spare parts introduced into the territory of one Contracting Party for the maintenance or repair of aircraft engaged in operation on agreed services by the designated airline of the other Contracting Party;

c) fuels and lubricants intended for use in the operation of the agreed services by aircraft of the designated airlines of one Contracting Party, even when these supplies are to be used on the part of the route performed within the territory of the other Contracting Party in which they are taken on board.

3. Materials referred to in paragraph 2 above may be required to be kept under Customs supervision or control

4. Regular airborne equipment, as well as the materials, supplies and spare parts retained on board the aircraft operated by a designated airlines of one Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of that Contracting Party. 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 of in accordance with Customs regulations.

ARTICLE 12

1. Each Contracting Party shall grant to the designated airline(s) of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by the said designated airline (s) in connection with the operation of the agreed services.

2. Such transfer shall be made in accordance with the provisions of the agreement regulating financial matters between the Contracting Parties. In case of the absence of such agreement or respective provision in this Agreement the transfer shall be effected in hard convertible currency at the official exchange rate in accordance with the foreign exchange regulations of the Contracting Parties.

ARTICLE 13

1. The designated airline(s) of one Contracting Party shall be allowed, on the basis of reciprocity, to maintain in the territory of the other Contracting Party, consistent with such other Contracting Party's immigration laws, regulations and practices, its representatives and commercial operational and technical staff as required in connection of agreed services.

2. These representative and staff requirements shall, at the option of the designated airlines of one Contracting Party, be satisfied by using their own personnel, or by using the services of any other organization, company or airline(s) operating in the territory of the other Contracting Party that is authorized to perform such services in the territory of the Contracting Party.

3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party, and , consistent with such laws, regulations and practices, each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorization, visas or other similar comments to the representative and staff referred to in paragraph 1 of this Article.

4. The number of personnel designated each designated airline(s) from its citizens shall be agreed between the aeronautical authorities of both Contracting Parties.

ARTICLE 14

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 the present 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, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Protocol for Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, and the provisions of bilateral agreements in force between the Contracting Parties as well as their agreements to be signed subsequently.

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 act in conformity with the aviation security provisions and technical requirements established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions and requirements 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 act in conformity with such aviation security provisions.

ARTICLE 14

4. Each Contracting Party agree that such operators of aircraft may be required to observe the aviation security provisions and requirements referred to in paragraph 3 above 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 on unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

ARTICLE 15

From time to time there shall be consultations between the aeronautical authorities of the Contracting Parties to ensure close collaboratikon in all matters affecting the fulfilment of the present Agreement.

ARTICLE 16

Any dispute relating to the interpretation or application of the present Agreement or the Annex thereto shall be settled by direct negotiations between the aeronautical authorities of both Contracting Parties. If the said aeronautical authorities fail to reach an agreement the dispute shall be settled through diplomatic channels.

ARTICLE 17

If either of the Contracting Parties considers it desirable to modify the terms of the present Agreement and the Annex thereto it may request a consultations between the aeronautical authorities of both Contracting Parties in relation to the proposed modification. Consultations shall begin within a period of sixty (60) days from the date of the request unless the aeronautical authorities of the Contracting Parties agree upon the prolongation of that period. The modifications of the Agreement shall come into effect when confirmed by an exchange of notes through diplomatic channels. The modifications of Annex may be made by an agreement between the aeronautical authorities of the Contracting Parties.

ARTICLE 18

The present Agreement and any subsequent amendments thereto shall be registrated with the International Civil Aviation Organization.

ARTICLE 19

Either Contracting Party may at any time from the entry into force of this Agreement give notice in writing through the diplomatic channel to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organization (I C A O). The Agreement shall terminate one (1) year after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual consent of the Contracting Parties before the expiry of this period.

ARTICLE 20

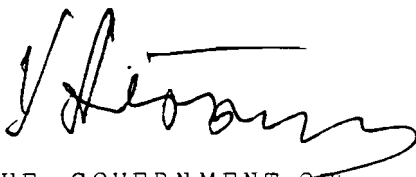
This Agreement shall provisionally come into force of the day of its signature and finally as soon as both Contracting Parties have notified each other that their national legal requirements have been fulfilled.

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

Done in on ¹²December, 1992 in two original copies in the UZBEK and English and Arabic languages, all texts being equally authentic.

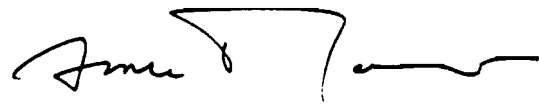
FOR

FOR



THE GOVERNMENT OF

THE REPUBLIC OF UZBEKISTAN



THE GOVERNMENT OF

ARAB REPUBLIC OF EGYPT

Российское бюро: МИД Республики Узбекистан

Доверенное + правовое
Управление О.Р. Бариев
России
16.11.94,

A N N E X

ROUTE SCHEDULE

SECTION 1

Routes to be operated by the designated airline or airlines of the Arab Republic of Egypt:

ROUTE 1 :

points in the Arab Republic of Egypt - intermediate points -
points in Uzbekistan - points beyond

SECTION 2

Routes to be operated by the designated airline or airlines of Uzbekistan

ROUTE 1

points in Uzbekistan - intermediate points - points in the Arab Republic of Egypt - points beyond

1. Intermediate points or points beyond may be omitted on any flight provided that the services begin or end in Uzbekistan or Arab Republic of Egypt respectively.

2. Intermediate points and points beyond shall be specified by agreement between the aeronautical authorities of both Contracting Parties.