

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF UZBEKISTAN
AND
THE GOVERNMENT OF THE UNITED ARAB EMIRATES
FOR THE PURPOSE OF ESTABLISHING AIR SERVICES
BETWEEN AND BEYOND THEIR RESPECTIVE
TERRITORIES

**The Government of the Republic of Uzbekistan
And**

**The Government of the United Arab Emirates
(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, 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**

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

(a) the term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on 7 December, 1944 and includes :

(i) any amendments thereto which has entered into force under Article 94(a) thereof and has been ratified by both Contracting Parties ; and

(ii) any Annex or any amendment thereto adopted under Article 90 of that Convention, insofar as such amendment or annex is at any given time effective for both Contracting Parties;

(b) the term "aeronautical authorities" means in the case of the Republic of Uzbekistan, the Director General of Civil Aviation and in the case of the United Arab Emirates, the Minister of Communications or, in both cases any person or body who may be authorized to perform any functions at present exercisable by the above mentioned authorities ;

(c) the term "designated airline" means an airline or airlines which has/have been designated and authorized by either Contracting Party in accordance with Article 4 of this Agreement;

(d) the term "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;

- (e) the terms "air service", "international air service", "airline", and "stop for non traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
 - (f) 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 Annex to the present Agreement shall be considered as its integral part.

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 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 hereinafter specified in this Agreement for the purpose of operating 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 airlines designated by each

Contracting Party shall enjoy in addition to the rights specified in paragraph (1) of this Article the right to make stops in the territory of the other Contracting Party at the 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.

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

ARTICLE 4

DESIGNATION AND OPERATING AUTHORIZATION

- (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 and to withdraw or alter such designations.
- (2) On receipt of such a designation the other Contracting Party shall, subject to the provisions of paragraph (3) and (4) of this Article, without delay grant to the airline designated the appropriate operating authorizations.
- (3) The aeronautical authorities of one 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 conformity with the provisions of the Chicago Convention.
- (4) Each Contracting party shall have the right to refuse to grant the operating authorizations 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 (2) 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 authorized it may be to operate the agreed services, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 5

REVOCATION OR SUSPENSION OF OPERATING AUTHORIZATION

- (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(2) of this Agreement by an airline designated by the other Contracting party, or to impose such conditions as it may deem necessary on the exercise of those rights:
 - (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 nationals of such Contracting party; or
 - (b) in the case of failure by that airline to comply with the laws or regulations normally and reasonably applied by the Contracting Party granting those rights; or
 - (c) if 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 rights shall be exercised only after consultation with the other Contracting Party.

ARTICLE 6

PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

- (1) There shall be fair and equal opportunity for the designated airline of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.
- (2) In operating the agreed services the designated airlines of each 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 airline 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, coming from or destined for the territory of the Contracting party which has designated the airline. Provision for the carriage of passengers and cargo, including mail, both taken on board and discharged at points on the specified routes in the territories of states other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to :
- (a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;
 - (b) traffic requirements of the area through which the agreed service passes, after taking account of other transport services established by airlines of the states comprising the area; and
 - (c) the requirements of an economical operation of through traffic routes.

ARTICLE 7

TARIFFS

- (1) The tariffs to be charged by the designated 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.
- (2) The tariffs referred to in paragraph (1) 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.
- (3) 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.

- (4) If the designated airlines cannot agree on any of these tariffs, or if for some reason a tariff cannot be fixed in accordance with the provisions of paragraph (2) of this Article or, if during the first thirty days of the ninety (90) days period referred to in a paragraph (3) of this Article, the aeronautical authorities of one Contracting Party give the aeronautical authorities of the other Contracting Party notice of their dissatisfaction with the tariffs agreed in accordance with the provisions of paragraph (2) of this Article, the aeronautical authorities of both Contracting parties shall try to determine the tariff by agreement between themselves .
- (5) No tariffs shall come into force if the aeronautical authorities of the Contracting Parties 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 8

EXMPTION 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, beverages and tobacco) on board such aircraft shall be exempt from all customs 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 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 services of the other Contracting Party ;
 - (b) spare parts entered into the territory of either Contracting Party for the maintenance or repair of aircraft used in 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.
- (3) Materials referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under customs supervision or control.
- (4) Regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such a case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with the customs regulation of the Contracting Parties.

ARTICLE 9

DIRECT TRANSIT

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 at the utmost be subject to a very simplified control. Baggage and cargo in direct transit shall be exempted from customs duties and taxes.

ARTICLE 10

TRANSFER OF EARNINGS

Each Contracting Party shall grant to any airline designated by the other Contracting Party the right to remit to its head office at any time, freely and without restrictions, in any freely convertible currency in conformity with currency regulations of the Contracting Party concerned the excess of receipts over the local expenditures earned through the sale of air transport services in the territory of the other Contracting Party. In the event of adopting special payment Agreement, above said remittance shall be made in freely convertible currency in accordance with this special Agreement made between the competent authorities of the Contracting Parties.

ARTICLE 11

AIR LINE REPRESENTATION AND SALES

- (1) The designated airline or airlines of one Contracting Party shall be entitled in accordance with laws and regulations relating to entry, residence and employment of the other Contracting Party, to bring in any managerial, technical, operational and other specialist staff who are required for the provision of air services.
- (2) The designated airlines of each Contracting party shall have the right to engage in the sale of air transportation in the area of the other Contracting Party, either directly or through agents in accordance with laws and regulations of the other Contracting Party. The designated airlines of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such transportation in local currency or in any freely convertible other currency unless this is contrary to the national currency regulations of the Contracting Party.

ARTICLE 12

PROVISION OF STATISTICS

The aeronautical authorities of one Contracting Party shall supply to the aeronautical authorities of the other Contracting Parties at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of the Contracting Party referred to in this Article. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

ARTICLE 13

AVIATION SECURITY

- (1) The assurance of safety for civil aircraft, their passengers and crew being a fundamental pre-condition for the operation of international air services, the Contracting Parties reaffirm that their obligations to each other to provide for the security of civil aviation against acts of unlawful interference (and in particular their obligations under the Chicago Conventions, 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) form an integral part of this Agreement.
- (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 Standards and, so far as they are applied by them, the Recommended Practices established by the International Civil Aviation Organization and designed as Annexes to the Chicago Convention, 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.

- (4) Each Contracting Party shall ensure that effective measures are taken within its territory to protect aircraft, to screen passengers and their carry-on items, and to carry out appropriate checks on crew, cargo (including hold baggage) and aircraft stores prior to and during boarding or loading and that those measures are adjusted to meet increases in the threat. Each Contracting Party agrees that its airlines may be required to observe the aviation security provisions referred to in paragraph (3) required by the other Contracting Party, for entrance into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall also act favorably upon 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, airport or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate as rapidly as possible commensurate with minimum risk to life such incident or threat.
- (6) Should a Contracting Party depart from the aviation security provision of this Article, the aeronautical authorities of the other Contracting Party may request immediate consultations with 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 A

AVIATION SAFETY

Either Party may request consultations concerning the safety standards maintained by the other Party relating to aeronautical facilities, aircrews, aircraft, and operation of the designated airlines. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer standards and requirements on these areas that are at least equal to the minimum standards that may be established pursuant to the Convention, the other party shall be notified of such findings and the steps considered necessary to conform with these minimum standards, and the other Party shall take appropriate corrective action. Each Party reserves the right to withhold, revoke, or limit the operating authorization or technical permission of an airline or airlines designated by the other Party in the event the other Party does not take such appropriate corrective action within a reasonable time.

ARTICLE 14

CONSULTATIONS

Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement or compliance with this Agreement. Such consultations, which may be between aeronautical authorities, shall begin within a period of 60 days from the date the other Contracting Party receives a written request, unless otherwise agreed by the Contracting Parties.

ARTICLE 15

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 first place try to settle it by negotiation.
- (2) If the Contracting Parties fail to reach a settlement of the dispute by negotiation, it may be referred by them to such person or body as they may agree on or, at the request of either Contracting Party, shall be submitted for decision to a tribunal of three arbitrators which shall be constituted in the following manner:
 - (a) Within 30 days after receipt of a request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a third state, who shall act as President of the tribunal, shall be appointed as the third arbitrator by agreement between the two arbitrators, within 60 days of the appointment of the second.
 - (b) if within the time limits specified above any appointment has not been made, either Contracting party may request the President of the International Civil Aviation organization to make the necessary appointment within 30 days. If the President is of the same nationality as one of the Contracting Parties, the Secretary General of ICAO who is not disqualified on that ground shall make the appointment.
- (3) The Contracting Parties undertake to comply with any decision given under paragraph (2) of this Article.
- (4) Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Contracting Parties including any expenses incurred by the President or Vice-President of the International Civil Aviation Organization in implementing the procedures in paragraph (2) (b) of this Article.
- (5) The decision of the tribunal shall be binding of the Contracting Parties.

ARTICLE 16

AMENDMENT

- (1) If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may request consultation with the other Contracting Party. Such consultation, which may be between aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days of the date of the receipt of the request, unless otherwise agreed by the Contracting Parties. Any modification so agreed shall come into force when approved in accordance with the constitutional requirements of both Contracting Parties and as confirmed by an exchange of diplomatic notes.
- (2) Modification to the Annexes to this Agreement may be made by direct agreement between the aeronautical authorities of the Contracting Parties.

ARTICLE 17

REGISTRATION WITH THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

This Agreement and any amendment to it shall be registered with the International Civil Aviation Organization.

ARTICLE 18

TERMINATION

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the 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.

ARTICLE 19
ENTRY INTO FORCE

This Agreement shall be approved by each Contracting Party in accordance with its constitutional requirements and shall enter into force on the day of the exchange of diplomatic notes confirming such approval.

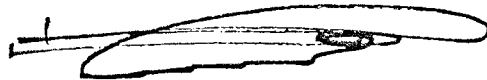
IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done at Abu Dhabi this 17 day of November 1998 in two

originals in Arabic, Uzbek and English languages, all texts being equally authentic. In case of any differences in interpretation and application of this Agreement, the English language text shall prevail.



For the Government of the
Republic of Uzbekistan



For the Government of the
United Arab Emirates

ANNEX

SECTION 1

Routes to be operated by the airlines designated by the United Arab Emirates:

Column 1	Column 2	Column 3	Column 4
Points of Departure in the United Arab Emirates	Intermediate points	Points in Uzbekistan	Points beyond

Points in the United
Arab Emirates

Tehran
Kabul

Any Points

Almaty
Beijing

Notes: (1) the airline designated by the United Arab Emirates may, on any or all flights, omit calling at any of the points in Column 2 and 4, provided that the agreed services on the routes being at a point in the territory of the United Arab Emirates.

(2) Any other Intermediate and/or beyond points for designated airlines of both Contracting Parties will be determined through consultations between aeronautical authorities of Contracting Parties.

(3) **Fifth Freedom**: Unrestricted between intermediate and/or beyond points.

(4) **Destination** : Agreed to combine any two points with no traffic rights,
within the territory of the Contracting Parties.
However stopover rights are allowed.

(5) **Freighter** : Unrestricted with own or leased aircraft.

SECTION II

Routes to be operated by the airline designated by Republic of Uzbekistan:

Column 1	Column 2 4	Column 3	Column 4
Points of Departure	Intermediate	Points in the United Arab Emirates	Points beyond
Points in Uzbekistan	Bahrain Delhi	Points in the United Arab Emirates	Jeddah Cairo

Notes: (1) The airline designated by Republic of Uzbekistan may, on any or all flights, omit calling at any point in Column 2 and 4, provided that the agreed services on the route begin at a point in the territory of Republic of Uzbekistan.

(2) Any other intermediate and/or beyond points for designated airlines of both Contracting Parties will be determined through consultations between aeronautical authorities of the Contracting Parties.

(3) **Fifth Freedom**: Unrestricted between intermediate and/or beyond points.

(4) **Destination** : Agreed to combine any two points with no traffic rights,
within the territory of the Contracting Parties.
However
stop – over rights are allowed.

(5) **Freighter** : Unrestricted with own or leased aircraft.