

**AIR TRANSPORT AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF UZBEKISTAN
AND THE GOVERNMENT
OF THE ISLAMIC REPUBLIC OF IRAN**

PREAMBLE

The Government of the Republic of Uzbekistan
and

The Government of the Islamic Republic of Iran
hereinafter referred to as the Contracting Parties,
Being parties to the Convention on International Civil
Aviation opened for signature at Chicago on the seventh day
of December, 1944, (16/09/1323),

Desiring to establish air services between and beyond
their respective territories,

Have agreed as follows:

**ARTICLE 1
DEFINITIONS**

For the purpose of this Agreement:

A. The term «Convention» means the Convention on International Civil Aviation, opened for signature at Chicago, on the seventh day of December 1944 (16/09/1323) and includes its amendments adopted under Article 94 of that Convention and have become effective for both Contracting Parties and the Annexes of Convention and their amendments adopted under Article 90 thereof and have become effective for both Contracting Parties.

B. The term «aeronautical authorities» means in the case of the Islamic Republic of Iran, the Civil Aviation Organization and any person or body authorized to perform any functions at present exercised by the said Organization, and in the case of the Republic of Uzbekistan, Director General of Civil Aviation and any person or body authorized to perform any functions at present exercised by the said Director General.

C. The term «designated airline» means one or more airline which have been designated and authorized in accordance with the provisions of Article 3 of the present Agreement.

D. The term «capacity» in relation to an aircraft means the payload of that aircraft available on a route or section of a route and the term «capacity» in relation to «an agreed service» means the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period on a route or section of a route.

E. The term «territory» in relation to either Contracting Party means land and water areas under the sovereignty of that party and includes air space above them.

F. The terms «air service», «international air service», «airline», and «stop for non-traffic purpose» shall have the meaning respectively assigned to them in Article 96 of the Convention.

G. The term «tariff» means the prices to be paid for the carriage of passengers, baggage, cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services excluding remuneration and conditions for the carriage of mail.

H. The terms «agreed services» and «specified routes» means respectively the schedule air services on the routes specified in the Annex to this Agreement.

I. The term «direct transit» shall have the meaning assigned to in Article 96 of the Convention.

The Annex to this Agreement forms its integral part and all references to the Agreement shall include reference to the Annex, unless otherwise stated.

ARTICLE 2 GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the following rights for the conduct of scheduled international air services by the designated airline of the other Contracting Party;

a. to fly, without landing, across the territory State of the other Contracting Party;

b. to make stops in the said territory for non-traffic purposes;

and

c. to make stops in the said territory at points specified in the route Schedule annexed to this Agreement for the purpose

of putting down and taking on international traffic in passengers, cargo and mail.

2. The exercise of traffic rights in intermediate and beyond points specified in the routes schedule annexed to this Agreement is subject to the negotiation and Agreement of the designated airlines of the Contracting Parties and approval of their competent authorities.

3. Nothing in the provisions of this Agreement shall be deemed to confer on the airline of one Contracting Party the right to take on, in the territory State of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of the other Contracting Party.

4. In areas of hostilities and/or military occupation, or areas affected thereby, the operation of such services shall be subject to the approval of the respective competent authorities.

ARTICLE 3

DESIGNATION AND AUTHORIZATIONS

1. Each Contracting Party shall have the right to designate by a written notification 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, any designated airline(s).

2. On receipt of such notification referred to in paragraph (1), the competent authorities of the other Contracting Party, shall, subject to the provisions of paragraphs (3) and (4) of this Article, grant without delay to the airline designated, the appropriate authorization.

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 fulfill the conditions prescribed under the laws and regulations, normally applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph (2) of this Article, and or to impose such conditions as it may deem necessary on the exercise by the designated airline of the rights specified in Article (2) of this Agreement, in any

case, where the said Contracting Party is not satisfied that substantial ownership of that airline belongs and effective control is vested in the Contracting Party or its nationals.

5. At any time after the receipt of authorization referred to in paragraph (2) above, the designated airline may begin to operate the agreed services provided that a tariff established in accordance with the provisions of article (11) of this Agreement is in force in respect of those services.

ARTICLE 4 SUSPENSION AND REVOCATION

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article (2) 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:

a. where it is not satisfied that substantial ownership of that airline belongs and its effective control is vested in the Contracting Party or its nationals; or

b. in the case of failure by that airline to comply with the laws and/or regulations of the Contracting Party granting these rights, or

c. in case the airline otherwise fails to operate in accordance with the provisions of this Agreement.

2. Unless immediate revocation or suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws and/or regulations and/or provisions of this Agreement it shall be exercised only after consultation with the other Contracting Party. Such consultation between the aeronautical authorities shall begin as soon as possible after the request is received.

ARTICLE 5 APPLICABILITY OF LAWS AND REGULATIONS

1. The laws and regulations of state of each Contracting Party relating to entry into or departure from its territory of aircraft engaged in international air navigation as well as operation and navigation of such aircraft above or within its territory shall apply to aircraft of the designated airline of the

other Contracting Party.

2. The laws and regulations of state of each Contracting Party governing entry into, sojourn in, and departure of passengers, crew, cargo or mail from its territory, such as formalities regarding entry, exit, emigration and immigration, as well as customs and sanitary measures shall apply to passengers, crew, cargo or mail carried by the aircraft of the designated airline of the other Contracting Party while they are within the said territory.

3. Each Contracting Party shall, upon request, supply to the other Contracting Party copies of the relevant laws and regulations referred to in this Article.

4. Transfer of revenues earned by the designated airline of each Contracting Party shall be made in accordance with the foreign exchange regulations of the other Contracting Party after the deduction of expenditures. The aeronautical authorities of each Contracting Parties shall do everything in their power to facilitate the transfer of such revenues earned by the designated airline of the service provided for in this agreement.

ARTICLE 6

COMMERCIAL ACTIVITIES

1. The designated airline of each Contracting Part shall have the right on the basis of reciprocity to maintain in the territory of the other Contracting Party their representatives and technical, commercial and managerial staff as required for the in connection with the operation of the agreed services. These staff may be chosen among nationals of either both Contracting Parties.

2. These staffs requirements may, at the option of the designated airline, be satisfied by its own personnel or by using the services of other organization, company or airlines operating in the territory of the other Contracting Party and authorized to perform such services in the territory of that Contracting Party.

3. The representatives and staff shall be subject to the laws and regulations, in force in that territory, and each Contracting Party shall on the basis of reciprocity and with the minimum of delay grant the work, employment visas and other

similar documents necessary for the representatives and staff, referred to in paragraph (1) of this Article .

ARTICLE 7

EXEMPTION FROM CUSTOMS AND OTHER DUTIES

1. Aircraft of the designated airline of one Contracting Party operating international services, and supplies of fuel, lubricating oils, other consumable technical supplies, spare parts, regular equipment, and stores retained on board such aircraft of the airline of one Contracting Party authorized to operate the routes and services provided for in this agreement shall, upon arriving in or leaving the territory of the other Contracting Party, be exempted, on the basis of reciprocity, from customs duties, taxes, inspection fees and other similar national or local charges and duties, even though such supplies be used or consumed by such aircraft on flights above that territory.

2. Fuel, lubricating oils, consumable technical supplies, spare parts, regular equipment, and stores entered into the territory of the other Contracting Party by one Contracting Party or its nationals, and intended solely for use by aircraft of designated airline of such Contracting Party shall be exempted, on the basis of reciprocity from customs duties, inspection fees and other national or local charges and duties.

3. Fuel, lubricating oils, other consumable technical supplies, spare parts, regular equipment, and stores taken on board aircraft of the airline of designated airline of one Contracting Party in the territory of the other Contracting Party and used in international services shall be exempted, on the basis of reciprocity, from customs duties, taxes, inspection fees and other fees and other national or local charges and duties.

4. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of the designated airline of each 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 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 customs regulations.

5. 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 shall, up to such time that they are on direct transit, be exempted from customs duties and any taxes.

6. There shall also be exempted from all customs duties and/or taxes on a reciprocal basis for official documents bearing the badge of the airline such as luggage tags, air tickets, airway bills, boarding cards, and timetables imported into the territory of either Contracting Party for the exclusive use by the designated airline of the other Contracting Party.

ARTICLE 8

AIRPORT FACILITIES AND CHARGES

1. Each Contracting Party shall designate an airport or airports in the territory of its State for the use of the designated airline of the other Contracting Party on specified routes and provide designated airline of the other Contracting Party with communicative, aviation and meteorological facilities and other services necessary for the operation of agreed services.

2. Each of the Contracting Parties may receive just and reasonable charges for the use of airports and other facilities by aircraft of the designated airline of the other Contracting party provided that such charges shall not be higher than would be paid for the use of such airports and facilities by its air transport carriers engaged in the similar international service.

ARTICLE 9

CAPACITY REGULATIONS AND APPROVAL OF TIMETABLES

1. The designated airlines of the Contracting Parties shall be afforded fair and equal treatment in order that they may enjoy equal opportunities in the operation of the agreed services on the specified routes.

2. In operating the agreed services, the designated airline of each Contracting Party shall take into account the interests of the airline of the other Contracting Party so as not to affect

unduly the services which the latter provides on the whole or part of the same routes.

3. The agreed services provided by the designated airlines of the Contracting Parties 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 carriage of passengers, cargo and mail between the territory of the Contracting Party designating the airline and the territory of the other Contracting Party.

4. The capacity to be provided including the frequency of services and the type of aircraft to be used by the designated airlines of the Contracting Parties on the agreed services may be suggested by the designated airlines. The designated airlines shall make such suggestion after due consultations and exchange of views between themselves taking into account the principles laid down in paragraphs (1) , (2) and (3) of this Article. The said capacity shall be designated and enforced upon approval of aeronautical authorities of the Contracting parties.

5. In case of disagreement between the designated airlines of the Contracting Parties, the issues referred to in paragraph (5) above shall be resolved by agreement between the aeronautical authorities of the two Contracting Parties. Until such agreement has been reached, the capacity provided by the designated airlines shall remain unchanged.

6. The designated airline of each Contracting Party shall submit for approval to the aeronautical authorities of the other Contracting Party not later than thirty (30) days prior to the introduction of services on the specified routes, flight timetables. This shall, likewise, apply to later changes. In special cases, this time limit may be changed subject to the approval of the said authorities.

ARTICLE 10

RECOGNITION OF CERTIFICATES AND LICENSES

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party, and are still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services provided for in this Agreement, provided that the

requirements under which such certificates and licenses were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licenses granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.

ARTICLE 11

AIR TRANSPORT TARIFFS

1. The tariffs to be charged by the airlines of the Contracting Parties for the agreed services shall be established at reasonable level, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service and the tariffs of other airlines operating scheduled services over the whole or part of the same routes.

2. The tariffs referred to in paragraph (1) of this Article shall be established according to the following rules:

a. When the designated airlines of both Contracting Parties are members of an international airline association with a rate-fixing machinery and a tariff resolution already exists in respect of the agreed services, the tariffs shall be agreed upon by the designated airlines of the Contracting Parties in accordance with such tariff resolution.

b. Where either or both of the designated airlines of the Contracting parties are not members of the same airline association or when there is no tariff resolution referred to in sub-paragraph (a) above, the designated airlines of the Contracting Parties shall agree between themselves on the tariffs to be charged in respect of the agreed services.

c. The tariffs so agreed upon in accordance with sub-paragraphs (a) and (b) above shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least thirty (30) days before the proposed date of their introduction. This time limit may be reduced, subject to the consent of the said authorities.

d. In case the designated airlines of the Contracting Parties fail to agree on the tariffs to be charged, or where a

Contracting Party has not designated its airline for the operation of the agreed services, or where during the first (15) days of the (30) days period referred to in sub-paragraph (c) of this Article, the aeronautical authorities of a Contracting Party give the aeronautical authorities of the other Contracting Party notice of their dissatisfaction with any tariff agreed between the designated airlines of the Contracting Parties in accordance with sub- paragraphs (a) and (b) of this Article, the aeronautical authorities of the Contracting Parties shall try to reach an agreement on the appropriate tariffs to be charged. As a general rule no tariff shall be charged before the approval of the aeronautical authorities of the Contracting Parties. However, the tariff shall be deemed approved if the aeronautical authorities of either Contracting Party have not given notice of their dissatisfaction with any tariff agreed between the designated airlines during the above mentioned (15) days period.

3. The tariffs established in accordance with this Article shall remain in force until new tariffs have been established.

ARTICLE 12

AVIATION SECURITY

1. The Contracting parties reaffirm their rights and obligations under international law to each other to protect the security of civil aviation against acts of unlawful interference. 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 of an aircraft, signed at Tokyo on 14 September 1963 (23/06/1342), the Convention for the Suppression of unlawful seizure of aircraft, signed at the Hague on 16 December 1970 (25/09/1349) and the Convention for the Suppression of unlawful acts against the safety of civil aviation, signed at Montreal on 23 September 1971 (01/07/1350) and the protocol for the suppression of unlawful acts at Airports serving international Civil Aviation, signed at Montreal on 24 February, 1988, (1366/12/06) and provisions of all other international documents on this field, which may be ratified by them in future.

2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent 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 opened for signature in Chicago on 7th day of December, 1944 (16/09/1323). Either Contracting Party shall require that operators of aircraft who have their principal place of business or permanent residence in the territory of their State and operators of international airports in their territories in conformity with such aviation security provisions.

4. Each Contracting Party may require such operators of aircraft to observe the aviation security provisions referred to in paragraph (3) above required by the other Contracting Party for entry into, departure from, or while within in the territory of the State of 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, mail 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 a civil aircraft is unlawful seizure and/or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities and/or a threat in this respect occurs, the Contracting Parties shall assist each other by facilitating communications and adopting other appropriate measures intended to terminate rapidly and safely such incident or foil the said threat.

ARTICLE 13

SUPPLY OF STATISTICS

The aeronautical authorities of either Contracting Parties shall supply to the aeronautical authorities of the other

Contracting Party, at their request, such information and statistics relating to the traffic carried on the agreed services by the designated airline to and from the territory of the other Contracting Party as may normally be prepared and submitted by the designated airline to their national aeronautical authorities. Submission of any additional statistical traffic data requested by the aeronautical authorities of a Contracting Party from the aeronautical authorities of the other Contracting Party shall, be subject to negotiation and agreement between the two Contracting Parties.

ARTICLE 14 CONSULTATION

1. In order to proper implementation of this agreement, the Contracting Parties shall cooperate with each other through their aeronautical authorities and to this end the aeronautical authorities of a Contracting party may at any time request a consultation with the aeronautical authorities of the other Contracting Party.

2. A consultation requested by the aeronautical authorities of either Contracting Party shall begin within a period of sixty (60) days from the date of receipt of the request.

3. Each Contracting party may, at any time which deems necessary, request the modification or amendment of the provisions of this agreement, and in this case the Contracting parties shall negotiate in this respect within a period of sixty (60) days from the date of receipt of the negotiation request.

ARTICLE 15 MODIFICATION AND AMENDMENT

1. Any modifications of this Agreement , agreed by the Contracting Parties, after the consultations under the Article 14 of this Agreement, shall enter into force according to Article 20 of this Agreement.

2. Any modification and additions to the /annex to this Agreement may be agreed directly between the aeronautical authorities of the Contracting Parties and shall come into force from date mutually defined by Contracting Parties and have

been confirmed by an exchange of notes through diplomatic channels.

3. In the event of the conclusion of a multilateral Convention concerning air transport to which both Contracting Parties adhere, this Agreement shall be modified to conform to the provisions of such Convention.

ARTICLE 16

SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this agreement and its Annex(es) the Contracting Parties shall in the first place endeavor 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 an advisory opinion to some person or body.

3. If the Contracting Parties fail to reach a settlement pursuant to paragraphs (1) and (2) above, either Contracting party may in accordance with its relevant laws and regulations refer the dispute to a arbitral tribunal of three arbitrators, two of whom to be nominated by the Contracting parties and one umpire. In case the dispute is referred to arbitration, each of the Contracting parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt a notice in respect of reference of the dispute to arbitration and the umpire shall be appointed within a further period of sixty (60) days from the last appointment by the two so nominated. If either Contracting party fails to nominate its arbitrator within the specified period, or nominated arbitrators fail to agree on the umpire within the said period, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting party to appoint the arbitrator of failing party or the umpire as the case may require. However the umpire shall be a national of a state having diplomatic relations with both Contracting parties at the time of the appointment.

4. In the case of the appointment of the umpire by the President of the Council of International Civil Aviation Organization, if the President of the Council of International Civil Aviation Organization is prevented from carrying out the

said function or if he is a national of either Contracting party, the appointment shall be made by the Vice-president and if the Vice-president is also prevented from carrying out the said function or if he is a national of either Contracting Party, the appointment shall be made by senior member of the Council who is not a national of either Contracting party.

5. Subject to other provisions agreed by the Contracting parties, the arbitral tribunal shall determine its procedure and the place of arbitration.

6. The decisions of the arbitral tribunal shall be binding for the Contracting parties.

7. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators shall be shared equally by the Contracting Parties. Any expenses incurred by the Council in connection with the appointment of the umpire and/or the arbitrator of the failing party as referred to in paragraph (3) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

ARTICLE 17 REGISTRATION

This Agreement and its Annex(es) and all amendments thereto shall be registered with the International Civil Aviation Organization.

ARTICLE 18 CONFORMITY WITH MULTILATERAL AGREEMENTS OR CONVENTIONS

If a multilateral air transport agreement or convention comes into force in respect of both Contracting Parties, this agreement and its Annex(es) shall be amended by negotiation referred to in Article (15) so as to its provision confirm with the provisions of such agreement or convention.

ARTICLE 19 TERMINATION

Either Contracting Party may, at any time, give written notice to the other Contracting Party of its intention to terminate this Agreement, such notice shall simultaneously be communicated to the International Civil Aviation Organization and In such case the agreement shall be deemed to be

terminated twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by an agreement between the Contracting parties before the expire of this period. In the absence of acknowledgment of receipt of termination notice by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

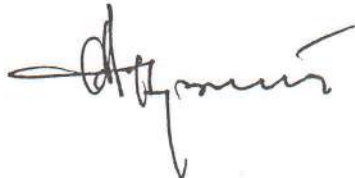
ARTICLE 20 ENTRY INTO FORCE

This Agreement is concluded for an unlimited period and shall enter into force on the date of the last notification through diplomatic channels by either Contracting Party to the other Contracting party that it has been complied with its constitutional requirements for the entry into force of this Agreement in accordance with its laws and regulations of either Contracting Parties .

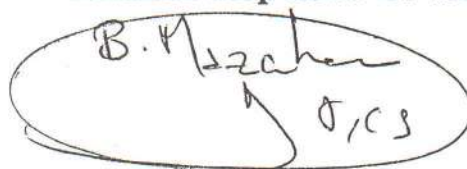
In witness whereof the undersigned plenipotentiaries being duly authorized by their respective governments, have signed this agreement, comprising one Preamble, Twenty (20) Articles and one Annex.

Done in Tashkent on «17» August, 2001, corresponding to 26 Mordad 1380 in two original copies, in the Uzbek, Persian and English languages, all texts being equally authentic. In the case of any divergence of the texts, the English text shall prevail.

**For the Government of the
Republic of Uzbekistan**



**For the Government of the
Islamic Republic of Iran**



ANNEX

ROUTE SCHEDULE

1. Routes on which air services may be operated by the designated airlines of the Government of the Republic of Uzbekistan.

Points of Departure	Intermediate Points	Points of Destination	Points Beyond
Tashkent	to be specified later	Tehran	Bahrain and two additional points will be specified later

2. Routes on which air services may be operated by the designated airlines of the Government of the Islamic Republic of Iran.

Points of Departure	Intermediate Points	Points of Destination	Points Beyond
Tehran	Ashghabad	Tashkent	Almaata Seoul Shanghai

NOTES

1. Each designated airline may serve intermediate points and points beyond specified in the Annex of the present Agreement on condition that no fifth freedom traffic rights shall be exercised between these points and the territory of the State of the other Contracting Party, unless an agreement to that effect is made between the aeronautical authorities of each Contracting Parties, based on the recommendations of the designated airlines.

2. Intermediate points and points beyond on any of the specified routes may, at the option of the designated airlines, be omitted on any or all flights.

3. Frequencies and types of aircraft of the designated airlines shall be agreed upon between the designated airlines, subject to the approval of aeronautical authorities of the Contracting Parties.