

**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED ARAB EMIRATES
AND THE GOVERNMENT OF THE RA FOR AIR SERVICES BETWEEN AND
BEYOND THEIR RESPECTIVE TERRITORIES**

Գլխավոր տեղեկություն

Տիպ	Agreement
Ակտի տիպ	Հիմնական ակտ (09.12.2016-մինչ օրս)
Կարգավիճակ	Active
Սկզբնաղբյուր	OBMOFA RA 2016.12.08/3(37)
Ընդունող մարմին	Republic of Armenia
Ընդունման ամսաթիվ	20.11.2012
Ստորագրման ամսաթիվ	20.11.2012
Ուժի մեջ մտնելու ամսաթիվ	09.12.2016

A G R E E M E N T

BETWEEN THE GOVERNMENT OF THE UNITED ARAB EMIRATES AND THE GOVERNMENT OF THE REPUBLIC OF ARMENIA FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

PREAMBLE

The Government of the United Arab Emirates and the Government of the Republic of Armenia (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;

Desiring to conclude an Agreement in conformity with and supplementary to the said Convention, for the purpose of establishing and operating Air Services between and beyond their respective territories;

Acknowledging the importance of air transportation as a means of creating and fostering friendship, understanding and co-operation between the people of the two countries;

Desiring to facilitate the expansion of international air transport opportunities;

HAVE AGREED AS FOLLOWS:

ARTICLE 1 - DEFINITIONS

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

a) "Aeronautical Authority" means in the case of the Government of the United Arab Emirates, the Minister of Communications and in the case of the Government of the Republic of Armenia the Director General of Civil Aviation or in either case any person or body authorized to perform any function to which this Agreement relates;

b) "Agreed Services" means scheduled International Air Services between and beyond the respective territories of the United Arab Emirates and the Republic of Armenia for the transport of passengers, baggage and cargo, including mail, separately or in any combination;

c) "Agreement" means this Agreement, its Annex drawn up in application thereof, and any amendment to the Agreement or to the Annex agreed according to the provisions of Article 19 of this Agreement;

d) "Air Service", "Airline", "International Air Service" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;

e) "Annex" shall include the route schedule annexed to the Agreement and any clauses or notes and any modification made thereto in accordance with the provisions of Article 19 of this Agreement;

f) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes: (i) any amendment thereto which has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties; and (ii) any annex or amendment adopted thereto under Article 90 of that Convention, insofar as such annex or amendment is at any given time effective for both Contracting Parties;

g) "Designated Airlines" means an airline or airlines that have been designated in accordance with Article 3 of this Agreement;

h) "Specified Routes" means the routes specified in the Route Schedule attached to this Agreement,

i) "Tariffs" means the prices to be charged for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, but excluding remuneration and conditions for carriage of mail;

j) "Territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;

k) "User Charges" means charges made to airlines by the competent authorities or permitted by them to be made for the provision of airport facilities, property and/or of air navigation facilities, including related services and facilities for aircraft, their crews, passengers, baggage and cargo;

2. The Annex to this Agreement is considered an integral part thereof.

3. In implementing this Agreement, the Contracting Parties shall act in conformity with the provisions of the Convention in so far as those provisions are applicable to International Air Services.

ARTICLE 2 - GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this

Agreement to enable its Designated Airlines to establish and operate Agreed Services.

2. The airlines designated by each Contracting Party shall enjoy, while operating on the Agreed Services, 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 nontraffic purposes, and
- c) to make stops in the Territory of the other Contracting Party, for the purpose of taking on and/or discharging international traffic in passengers, baggage and cargo, including mail separately or in any combination, going to or coming from the territory of the first Contracting Party.

3. Additionally, the airlines of each Contracting Party, other than those designated under Article 3, shall also enjoy the rights specified in paragraph 2(a) and 2(b) of this Article.

4. Nothing in this Article shall be deemed to confer on any Designated Airlines of either Contracting Party the privilege of taking on, in the Territory of the other Contracting Party, passengers, baggage and cargo, including mail, carried for remuneration or hire and destined for another point within the Territory of that other Contracting Party.

5. If because of armed conflict, political disturbances or developments or special and unusual circumstances a Designated Airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes as is mutually decided by the Contracting Parties.

6. Each Designated Airline shall have the right to use all airways, airports and other facilities provided by the Contracting Parties on a nondiscriminatory basis.

ARTICLE 3 - DESIGNATION AND AUTHORIZATION

1. The Aeronautical Authority of each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the Agreed Services and to withdraw or alter the designation of any such airline or to substitute another airline for one previously designated. Such designations and any changes thereto shall be made in writing by the Aeronautical Authority of the Contracting Party having designated the airline to the Aeronautical Authority of the other Contracting Party.

2. On receipt of a notice of designation, substitution or alteration thereto, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airlines designated the appropriate operating authorizations.

3. The Aeronautical Authority of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of International Air Services by such authority in conformity with the provisions of the 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 a Designated Airline of the rights specified in Article 2 of this Agreement, in any case where, subject to any special agreement between the Contracting Parties, 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 begin at any time to operate the Agreed Services in whole or in part, subject to the provisions of the this Agreement.

ARTICLE 4 - REVOCATION AND LIMITATION OF OPERATING AUTHORIZATION

1. The Aeronautical Authority of each Contracting Party shall, with respect to an airline designated by the other Contracting Party, have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of this Agreement, or to impose conditions, temporarily or permanently, as it may deem necessary on the exercise of those rights;

a) in the case of failure by that airline to comply with the laws and regulations normally and reasonably applied by the Aeronautical Authority of the Contracting Party granting those rights in conformity with the Convention; or

b) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement; or

c) in any case where, subject to any special agreement between the Contracting Parties, it is not satisfied that the substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or its nationals; or

d) in accordance with paragraph (6) of Article 9 of this Agreement;

e) in the case of failure by the other Contracting Party to take appropriate action to improve safety in accordance with paragraph (2) of Article 9 of this Agreement; or

f) in any case where the other Contracting Party fails to comply with any decision or stipulation arising from the application of Article 18 of this Agreement.

2. Unless immediate revocation, suspension, or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations,

such right shall be exercised only after consultation with the Aeronautical Authority of the other Contracting Party, as provided for in Article 17.

3. In the event of action by one Contracting Party under this Article, the rights of the other Contracting Party under Article 18 shall not be prejudiced.

ARTICLE 5 - PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

1. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and unfair, anti competitive or predatory practices adversely affecting the competitive position of the Designated Airlines of the other Contracting Party in the exercise of their rights and entitlements set out in this Agreement.

2. The Aeronautical Authorities of the two Contracting Parties shall agree on the Capacity to be operated in accordance with the following principles:

i) There shall be fair and equal opportunity for the Designated Airlines of both Contracting Parties to operate the Agreed Services.

ii) 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.

iii) The Agreed Services provided by the Designated Airlines of the Contracting Parties shall bear a 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 meet the current and reasonably anticipated requirements for the carriage of passengers and/or cargo, between the territories of the Contracting Parties. 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 third countries 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 airlines;

b. Traffic requirements of the area through which the Agreed Service passes, after taking account local and regional services; and

c. The requirements of through airline operation.

3. The Capacity which may be provided in accordance with this Article by the Designated Airlines of each Contracting Party on the Agreed Services shall be such as is decided between the Aeronautical Authorities of the Contracting Parties before the commencement by the Designated Airlines concerned of the Agreed Services and from time to time thereafter.

ARTICLE 6 - CUSTOMS DUTIES AND OTHER CHARGES

1. Each Contracting Party exempts the Designated Airlines of the other Contracting Party from import restrictions, custom duties, indirect taxes, inspection fees and other national and/or local duties and charges on aircraft as well as their regular equipment, fuel, lubricants, consumable technical supplies, spare parts including engines, aircraft stores including but not limited to such items as food, beverages, liquor, tobacco and other products for sale to or use by passengers during flight and other items intended for or used solely in connection with the operation or servicing of aircraft used by such Designated Airline operating the Agreed Services, as well as printed ticket stock, airway bills, any printed material which bears the insignia of the Designated Airline printed thereon and usual publicity and promotional materials distributed free of charge by such Designated Airline.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article:

a) Introduced into the Territory of one Contracting Party by or on behalf of a Designated Airline of the other Contracting Party;

b) Retained on board aircraft of a Designated Airline of one Contracting Party upon arriving in and until leaving the Territory of the other Contracting Party or consumed during flight over that Territory;

c) Taken on board aircraft of a Designated Airline of one Contracting Party in the Territory of the other Contracting Party and intended for use in operating the Agreed Service; whether or not such items are used or consumed wholly or partly within the Territory of the Contracting Party granting the exemption, provided such items are not alienated in the Territory of the said Contracting Party.

3. The regular airborne equipment, as well as the materials, supplies and stores normally retained on board the aircraft used by a Designated Airline 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 other Contracting Party. In such case, such equipment and items shall enjoy the exemptions provided for by paragraph (1) of this Article provided that they may be required to 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.

4. The exemptions provided for by this Article shall also be available in situations where the Designated Airlines of either Contracting Party have entered into arrangements with another

airlines, for the loan or transfer in the Territory of the other Contracting Party, of the regular equipment and the other items referred to in paragraph (1) of this Article, provided that that other airline enjoys the same exemption(s) from that other Contracting Party.

ARTICLE 7 - APPLICATION OF NATIONAL LAWS AND REGULATIONS

1. The laws, regulations and procedures of one Contracting Party relating to the admission to, sojourn in, or departure from its Territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its Territory, shall be applied to aircraft operated by the airline(s) of the other Contracting Party without distinction as to nationality as they are applied to its own, and shall be complied with by such aircraft upon entry into, departure from and while within the Territory of that Contracting Party.

2. The laws, regulations and procedures of one Contracting Party as to the admission to, sojourn in, or departure from its Territory of passengers, baggage, crew and cargo, transported on board the aircraft, such as regulations relating to entry, clearance, aviation security, immigration, passports, customs, currency, health, quarantine and sanitary measures or in the case of mail, postal laws and regulations shall be complied with by or on behalf of such passengers, baggage, crew and cargo, including mail, by the Designated Airlines of the other Contracting Party, upon entry into and departure from and while within the Territory of the first Contracting Party.

3. Neither Contracting Party may grant any preference to its own or any other airline(s) over the Designated Airline(s) of the other Contracting Party in the application of the laws and regulations provided for in this Article.

4. Passengers, baggage and cargo, including mail, in direct transit across the Territory of either Contracting Party and not leaving areas of the airport reserved for such purpose shall, except in respect of security measures against violence, air piracy, narcotics control and in special circumstances be subject to no more than a simplified control. Such baggage and cargo, including mail, shall be exempt from customs duties, excise taxes and other similar national and/or local fees and charges.

ARTICLE 8 - CERTIFICATES OF AIRWORTHINESS & COMPETENCY

1. Certificates of airworthiness, certificates of competency and licenses issued, or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the Agreed Services provided always that such certificates or licenses were issued, or rendered valid, pursuant to and in conformity with the minimum standards established under the Convention.

2. Each Contracting Party, reserves the right, however, to refuse to recognize, for flights above its own Territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.

3. If the privileges or conditions of the licenses or certificates issued or rendered valid by one Contracting Party permit a difference from the standards established under the Convention, whether or not such difference has been filed with the International Civil Aviation Organization, the Aeronautical Authority of the other Contracting Party may, without prejudice to the rights of the first Contracting Party under Article 9(2), request consultations with the Aeronautical Authority of the other Contracting Party in accordance with Article 17, with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach satisfactory agreement shall constitute grounds for the application of Article 4(1) of this Agreement.

ARTICLE 9 - SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within 30 days of that request.

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within 15 days or such longer period as may be agreed, shall be grounds for the application of Article 4(1) of this Agreement.

3. It is agreed that any aircraft operated by an airline of one Contracting Party on services to or from the Territory of the other Contracting Party may, while within the Territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives rise to:

a) Serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or

b) Serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention;

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by an airline of one Contracting Party in accordance with paragraph (3) of this Article is denied by a representative of that airline, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (4) of this Article arise and draw the conclusions referred to in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

7. Any action by one Contracting Party in accordance with paragraphs (2) or (6) of this Article shall be discontinued once the basis for taking that action ceases to exist.

ARTICLE 10 - USER CHARGES

1. Each Contracting Party shall use its best efforts to ensure that the User Charges imposed or permitted to be imposed by its competent charging bodies on the Designated Airlines of the other Contracting Party for the use of airports and other aviation facilities, are just and reasonable. These charges shall be based on sound economic principles and shall not be higher than those paid by other airlines for such services.

2. Neither Contracting Party shall give preference, with respect to User Charges, to its own or to any other airline(s) engaged in similar International Air Services and shall not impose or permit to be imposed, on the Designated Airline(s) of the other Contracting Party User Charges higher than those imposed on its own Designated Airline(s) operating similar International Air Services using similar aircraft and associated facilities and services.

3. Each Contracting Party shall encourage consultations between its competent charging bodies and the Designated Airlines using the services and facilities. Reasonable notice shall be given whenever possible to such users of any proposal for changes in User Charges together with relevant supporting information and data, to enable them to express their views before the charges are revised.

ARTICLE 11 - 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.

2. 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 and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation done at Montreal on 23 September 1971, signed at Montreal on 24 February 1988, and any other agreement governing civil aviation security binding upon both Contracting Parties.

3. 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 relevant threat to the security of civil aviation.

4. 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 to the extent that such security provisions are applicable to the Contracting Parties.

5. In addition, the Contracting Parties 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 as are applicable to the Contracting Parties.

6. Each Contracting Party agrees that its operators of aircraft may be required to observe the

aviation security provisions referred to in paragraph 4 above applied by the other Contracting Party for entry into, departure from, or while within the Territory of that other Contracting Party.

7. Each Contracting Party shall ensure that measures are effectively applied within its Territory to protect the aircraft and to security screen their passengers, crew and carry-on items and to carry out appropriate security checks on baggage, cargo, including mail, and aircraft stores prior to boarding or loading. Each Contracting Party also agrees to give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

8. 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, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat as rapidly as possible commensurate with minimum risk to life from such incident or threat.

9. Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party subjected to an act of unlawful seizure or other acts of unlawful interference which is on the ground in its Territory is detained thereon unless its departure is necessitated by the overriding duty to protect the lives of its passengers and crew.

10. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the Aeronautical Authority of the first Contracting Party may request immediate consultations with the Aeronautical Authority of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph (1) of Article 4 of this Agreement. When required by an emergency, a Contracting Party may take interim action under paragraph (1) of Article 4 prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

ARTICLE 12 - COMMERCIAL ACTIVITIES

1. The Designated Airlines of each Contracting Party shall have the right to establish in the Territory of the other Contracting Party offices for the purpose of promotion of air transportation and sale of transport documents as well as for other facilities required for the provision of air transportation.

2. The Designated Airlines of each Contracting Party shall be entitled, to bring into and maintain in the Territory of the other Contracting Party those of their own managerial, commercial, operational, sales, technical and other specialist staff and representatives who are required in connection with the provision of air transportation.

3. Such representatives and staff requirements may, at the option of the Designated Airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organization or company operating in the Territory of the other Contracting Party and authorized to perform such services in the Territory of such other Contracting Party.

4. The Designated Airlines of each Contracting Party shall, either directly and at their discretion, through agents, have the right to engage in the sale of air transportation in the Territory of the other Contracting Party. Each Designated Airline shall have the right to use for this purpose its own transportation documents. The Designated Airline of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such transportation in local currency or provided that this is in accordance with local currency regulations, in any other freely convertible currency. The Designated Airlines of one Contracting Party shall have the right to pay for local expenses in the Territory of the other Contracting Party in local currency or provided that this is in accordance with local currency regulations, in freely convertible currencies.

5. Each Contracting Party shall apply the ICAO Code of Conduct for the regulation and operation of Computer Reservation Systems within its Territory, consistent with other applicable regulations and obligations concerning Computer Reservation Systems.

6. On the basis of reciprocity, each Designated Airline of one Contracting Party shall have the right to select in the Territory of the other Contracting Party, any agent from competing handling agents authorized by the competent authorities of that other Contracting Party, for the provision, in whole or in part, of handling services.

7. In addition to the right granted by paragraph (6) of this Article, each Designated Airline shall have the right to perform its own ground handling with respect to passenger checkin operations in the Territory of the other Contracting Party. This right does not include airside ground handling services and will only be subject to constraints resulting from requirements of airport safety, security and airport infrastructure. Where safety and security considerations preclude the exercise of the right mentioned in this paragraph, such ground handling services shall be made available without preference or discrimination to any airline engaged in similar international air services.

8. The above activities shall be carried out subject to the laws and regulations in force in the Territory of the other Contracting Party.

ARTICLE 13 - TRANSFER OF FUNDS

1. Each Contracting Party grants to the Designated Airlines of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by such airlines in its Territory in connection with the sale of international air transportation and any related service and commercial interest earned on such revenues (including interest earned on deposits awaiting transfer). Such transfers shall be effected in any convertible currency, in accordance with the national laws and foreign exchange regulations of the Contracting Party in the Territory of which the revenue accrued. Such transfer shall be effected on the basis of official exchange rates or where there is no official exchange rate, such transfers shall be effected on the basis of the prevailing foreign exchange market rates for current payments.

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 a right to impose reciprocal restrictions on the Designated Airlines of the first Contracting Party.

3. In the event that there exists a special agreement between the Contracting Parties for the avoidance of double taxation with respect to taxes on profit and income that is applicable, or in the case where there is a special agreement in force ruling the transfer of funds between the two Contracting Parties, such agreement shall prevail.

ARTICLE 14 - APPROVAL OF TIMETABLES

1. The Designated Airlines of each Contracting Party shall submit for approval to the Aeronautical Authority of the other Contracting Party at least 30 days prior to the inauguration of its services, the timetable of intended services, specifying the frequency, the type of aircraft, and period of validity. This requirement shall likewise apply to any modification thereof. The 30 day period may be reduced subject to an agreement between the Aeronautical Authorities of both Contracting Parties.

2. If a Designated Airline wishes to operate ad-hoc flights other than those covered in the approved timetables, it shall obtain prior permission of the Aeronautical Authority of the Contracting Party concerned, who shall give positive and favorable consideration to such request.

ARTICLE 15 - TARIFFS

1. The Tariff to be applied by the designated airline or airlines of a Contracting Party for services covered by this Agreement shall be established at reasonable levels, due regard being paid to all relevant factors, including interests of users, cost of operation, characteristics of service, commission rates, reasonable profit, Tariffs of other airlines, and other commercial considerations in the market-place.

2. The Contracting Parties agree to give particular attention to Tariffs which may be objectionable because they appear unreasonably discriminatory, unduly high or restrictive because of the abuse of a dominant position, artificially low because of direct or indirect subsidy or support, or predatory.

3. The Tariffs shall, wherever possible, be agreed by the designated airlines concerned of both Contracting Parties, after discussion as required with their respective governments and, if applicable, consultation with other airlines. Such agreement shall, wherever possible, be reached by the use of the appropriate international Tariff coordination mechanism. Failing any multilateral or bilateral agreement, each designated airline may develop Tariffs individually.

4. Each Contracting Party may require notification or filing of Tariffs proposed by the designated airline(s) of both Contracting Parties for carriage to or from its Territory. Such notification or filing may be required not more than 60 days before the proposed date of introduction. In individual cases this maximum period may be reduced.

5. Each Contracting Party shall have the right to approve or disapprove Tariffs for one-way or round-trip carriage between the territories of the two Contracting Parties which commences in its own territory. Neither Contracting Party shall take unilateral action to prevent the inauguration of proposed Tariffs or the continuation of effective Tariffs for one-way or round-trip carriage between the territories of the two Contracting Parties commencing in the territory of the other Contracting Party.

6. For carriage between the territories of the Contracting Parties, each Contracting Party shall permit the airline(s) of the other Contracting Party to match any tariff currently authorized for application by an airline of either Contracting Party or of a third State.

7. Approval of Tariffs consequent upon the provisions of paragraphs 5 and 6 above may be given expressly by either Contracting Party to the airline(s) filing the Tariffs. However, if the Contracting Party concerned has not given in writing to the other Contracting Party notice of disapproval of such Tariffs of the airline(s) of the other Contracting Party within 30 days from the date of submission, the Tariffs concerned shall be considered approved. In the event of the period of submission being reduced in accordance with paragraph 4 of this Clause, the Parties may agree that the period within which any disapproval shall be given be reduced accordingly. Where either Contracting Party believes that a Tariff for carriage to its Territory falls within the categories described in paragraph 2 above, such Contracting Party shall give notice of dissatisfaction to the other Contracting Party as soon as possible or at least within 15 days of the date of notification or

filling of the Tariff, and may avail itself of the consultation procedures set out in paragraph 9 below.

8. Pending a decision by the Contracting Party concerned airlines may undertake marketing, advertising and sales at the proposed Tariffs for carriage to be commenced on or after the proposed date of effectiveness, provided that they are qualified as being "subject to government approval". Under no circumstances are advertising or sales to be undertaken prior to filing the proposed Tariffs with both Parties.

9. Each Contracting Party may request consultation regarding any Tariff of an airline of either Contracting Party for services covered by this Agreement, including where the Tariff Concerned has been subject to a notice of disapproval or dissatisfaction. Such consultations shall be held not later than 30 days after receipt of the request. The Parties shall co-operate in securing information necessary for reasoned resolution of the issues. If the Parties reach agreement, each Contracting Party shall use its best efforts to put that agreement into effect. If no agreement is reached, the decision of the Contracting Party in whose territory the carriage originates shall prevail.

10. A Tariff established in accordance with the provisions of this clause shall remain in force unless withdrawn by the airline(s) concerned until the due expiry date, if any, or until new Tariffs have been approved. The Tariff concerned may be extended beyond the original expiry date with the approval of the Contracting Party concerned. Where a Tariff has been approved without an expiry date and where no new Tariff has been filed and approved, that Tariff shall remain in force until the Contracting Party concerned gives notice terminating its approval on its own initiative or at the request of the airline(s) concerned. Such termination shall not take place with less than 60 days notice.

ARTICLE 16 - EXCHANGE OF INFORMATION

1. The Aeronautical Authorities of both Contracting Parties shall exchange information, as promptly as possible, concerning the current authorizations extended to their respective Designated Airlines to render service to, through, and from the Territory of the other Contracting Party. This will include copies of current certificates and authorizations for services on proposed routes, together with amendments or exemption orders.

2. The Aeronautical Authorities of either Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party, at their request, such periodic or other statements of statistics as may be reasonably required.

ARTICLE 17 - CONSULTATION

1. In a spirit of close cooperation, the Aeronautical Authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of and satisfactory compliance with, the provisions of this Agreement and either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement.

2. Subject to Articles 4, 9 and 11, such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise agreed by both Contracting Parties.

ARTICLE 18 - SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement the Contracting Parties shall in the first place 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 decision to some person or body for mediation.

3. If the Contracting Parties do not agree to mediation, or if a settlement is not reached by negotiation, the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three (3) arbitrators which shall be constituted in the following manner:

a) Within 60 days of receipt of a request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a third State, who shall act as the President of the tribunal, shall be nominated as the third arbitrator by the two appointed 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 Council 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 most senior Vice President who is not disqualified on that same ground shall make the appointment. In such case the arbitrator or arbitrators appointed by the said President or the Vice President as the case may be, shall not be nationals or permanent residents of the States parties to this Agreement.

4. Except as hereinafter provided in this Article or otherwise agreed by the Contracting Parties, the tribunal shall determine the place where the proceedings will be held and the limits of its jurisdiction in accordance with this Agreement. The tribunal shall establish its own procedure. A

conference to determine the precise issues to be arbitrated shall be held not later than 30 days after the tribunal is fully constituted.

5. Except as otherwise agreed by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within 45 days after the tribunal is fully constituted. Replies shall be due 60 days later. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within 30 days after replies are due.

6. The tribunal shall attempt to give a written decision within 30 days after completion of the hearing or, if no hearing is held, 30 days after both replies are submitted. The decision shall be taken by a majority vote.

7. The Contracting Parties may submit requests for clarification of the decision within 15 days after it receives the decision of the tribunal, and such clarification shall be issued within 15 days of such request.

8. The Contracting Parties shall comply with any stipulation, provisional ruling or final decision of the tribunal.

9. Subject to the final decision of the tribunal, the Contracting Parties shall bear the costs of its arbitrator and an equal share of the other costs of the tribunal, including any expenses incurred by the President or Vice President of the Council of the International Civil Aviation Organization in implementing the procedures in paragraph 3(b) of this Article.

10. If, and as long as, either Contracting Party fails to comply with a decision contemplated in paragraph (8) of this Article, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted under this Agreement to the Contracting Party in default.

ARTICLE 19 - AMENDMENT OF AGREEMENT

1. If either Contracting Party considers it desirable to amend this Agreement, such amendment if agreed upon in accordance with the provisions of Article 17 shall come into effect in the same manner specified for the entry into force of this Agreement.

2. The amendments to this Agreement agreed upon between the Contracting Parties shall be formulated in the form of a separate protocol. Such protocol shall form an integral part to this Agreement.

3. If, after the entry into force of this Agreement, both Contracting Parties become bound by a multilateral agreement that addresses matters covered by this Agreement, the provisions of such agreement shall prevail. Both Contracting Parties may hold consultations in accordance with Article 17 with a view to determine the extent to which this Agreement is affected by the provisions of such multilateral agreement and whether this agreement should be revised to take in to account the provisions of the multilateral agreement which becomes binding on both Contracting Parties.

ARTICLE 20 - REGISTRATION

This Agreement and any amendments thereto, other than amendments to its route schedule, shall be submitted by the Contracting Parties to the International Civil Aviation Organization for registration.

ARTICLE 21 - TERMINATION

1. Either Contracting Party may at any time give notice in writing through diplomatic channels 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 notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period.

2. In the absence of acknowledgment of receipt of a notice of termination by the other Contracting Party, notice shall be deemed to have been received by it fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 22 - ENTRY INTO FORCE

This Agreement shall enter into force on the thirtieth day from the date on which the Contracting Parties have notified each other by the exchange of notes through diplomatic channels that the constitutional requirements for the entry into force of this Agreement have been fulfilled.

IN WITNESS THEREOF the undersigned being duly authorized thereto by their respective Governments, have signed this Agreement in duplicate in the Arabic, Armenian and English Languages, all texts being equally authentic and each Party retains one original in each language for implementation. In the event of any divergence of interpretation, the English text shall prevail.

Done at Abu Dhabi on this 20 day of November of the year 2012.

**ANNEX
ROUTE SCHEDULE**

Section 1:

Routes to be operated by the Designated Airline(s) of the United Arab Emirates.

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Point or Points in the UAE	Any Point or Points	Any Point or Points in Armenia	Any Point or Points

Section 2:

Routes to be operated by the Designated Airline(s) of the Republic of Armenia

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Point or Points in Armenia	Any Point or Points	Any Point or Points in the UAE	Any Point or Points

Notes

1. A designated airline or airlines of each Contracting Party may, at their convenience, on any or all of its services

- operate flights in one or both directions;
- omit stops at any or all intermediate or beyond point(s);
- modify the order of service (including the possibility to serve intermediate points as beyond points and vice-versa and omit stops in one direction of the service);
- terminate their service in the Territory of the other Contracting Party or beyond; provided that the corresponding services start or terminate in the Territory of the Contracting Party designating that airline.

2. A designated airline or airlines of each Contracting Party may, at their convenience, on any or all of its services serve any intermediate or beyond points, provided that, unless expressly permitted by an agreement between the Aeronautical Authorities, no fifth freedom traffic rights are exercised between such points and points in the Territory of the other Contracting Party.

3. The exercise of fifth freedom traffic rights by a designated airline or airlines of each Contracting Party between intermediate or beyond points in third countries and the Territory of the other Contracting Party shall be in accordance with an agreement between the Aeronautical Authorities of both Contracting Parties.

4. The designated airline(s) of both Contracting Parties are entitled to use any type of owned or leased aircraft for their operation of the Agreed Services.

The Agreement has entered into force on 9 December 2016.

Փոփոխման պատմություն

Փոփոխող ակտ

Համապատասխան ինկորպորացիան

Փոփոխված ակտ

Փոփոխող ակտ

Համապատասխան ինկորպորացիան