

AIR TRANSPORT AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF TURKEY,
AND
THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

The Government of the Republic of Turkey and the Government of
the Arab Republic of Egypt,

Being Parties to the Convention on International Civil Aviation
and the International Air Services Transit Agreement, both opened
for signature at Chicago on the seventh day of December, 1944,

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

Have agreed as follows:-

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ARTICLE 1
DEFINITIONS

For the purpose of this Agreement unless the context otherwise requires:

- a- the term "the Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes of the Annexes or the Convention under Articles 90 and 34 thereof, which have been adopted by both parties;
- b- The term "aeronautical authorities" means in the case of the Republic of Turkey, the Minister of Communications and any person or body authorized to perform any functions exercised by the said Minister; and in case of Arab Republic of Egypt the Minister of Tourism and Civil Aviation and any person or body authorized to perform any functions exercised by the said Minister.
- c- The term "designated airline" means any airlines which has been designated and authorized in accordance with Article (3) of this Agreement.
- d- The term "territory" has the meaning specified in Article 2 of the Convention;
- e- the term "air service", "international air service", "airline", and "stop for non-traffic purposes" have the meanings specified in Article 36 of the Convention;
- f- the term "capacity" means,
 - in relation to an aircraft, the payload of that aircraft available on the route or section of a route,
 - in relation to a specified air service, by the frequency operated by such aircraft over a given period and route or section of a route;
- g- the term "traffic" means, passenger, baggage, cargo, and mail.
- h- the term "tariff" means the prices to be paid for the carriage of passengers, baggage and freight 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.
- i- the term "all cargo air service" means an international air service operated by the designated airline or airlines of either Contracting Party on which cargo (with ancillary attendants) is carried separately, but on which revenue passengers are not carried.

ARTICLE 2
TRAFFIC RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement, for the purpose of establishing scheduled international air services on the routes specified in the Annex to this Agreement. Such services and routes are hereafter called "the agreed services" and "the specified routes" respectively. The airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:-

- (a) to fly without landing across the territory 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 the points specified for that route in the Annex to this Agreement for the purpose of putting down and taking up international traffic.

2. Nothing in paragraph (1) of this Article shall be deemed to confer on the designated airlines of one Contracting Party, the privilege of taking up, in the territory of the other Contracting Party, traffic carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

ARTICLE 3
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.
2. On receipt of such designation the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this Article, without undue delay grant to the airline designated the appropriate operating authorizations.
3. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to ~~satisfy them that it is qualified to fulfil the conditions~~ prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities.
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 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 in its nationals.
5. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services, provided that a capacity agreed upon and a tariff established in accordance with the provisions of Article 11 and Article 12 of this Agreement is in force in respect of that service.

ARTICLE 4

REVOCATION AND SUSPENSION

1. The aeronautical authorities of 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 an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

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

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

(c) in case 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 right shall be exercised only after consultation with the other Contracting Party.

ARTICLE 5

APPLICABILITY OF NATIONAL LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party relating to admission to, flight within or departure from its territory of aircraft of its designated airline engaged in international air navigation, or to the operation or navigation of such aircraft while within its territory shall likewise apply to the aircraft of the designated airline of the other Contracting Party and shall be complied with by such aircraft upon entering or departing from or while within the territory of that Contracting Party.

2. The laws and regulations of one Contracting Party relating to admission to, stay in, or departure from its territory of passengers, crew and cargo including mail, such as regulations relating to entry, exit, emigration, immigration, passports as well as customs and sanitary measures, shall apply to passengers, crew and cargo including mail carried by the aircraft of the designated airline of the other Contracting Party upon entrance into or departure from or while within the territory of the said Contracting Party.

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.

ARTICLE 6

APPROVAL OF FLIGHT SCHEDULES

1. The designated airline of either Contracting Party shall submit its flight schedules, including the type of equipment, for approval to the aeronautical authorities of the other Contracting Party on each schedule period (summer and winter) not later than thirty (30) days prior to the effective date of schedule. In special cases this time limit may be reduced subject to the consent of the said authorities.

2. Prior to the submission of flight schedules by the designated airline of either Contracting Party to the aeronautical authorities of the other Contracting Party, the airlines of both Contracting Parties shall consult each other on the schedules with a view to facilitating their approval.

3. The aeronautical authorities receiving such flight schedules shall approve them or suggest modifications thereto. In any case the designated airlines shall not commence their services before the schedules are approved by the aeronautical authorities concerned. This provision shall likewise apply to later changes.

ARTICLE 7

EXEMPTION FROM CUSTOMS AND OTHER DUTIES AND TAXES

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 stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes 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 exempt from the same duties and taxes, with the exception of charges corresponding to the service performed:

- (a) aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the customs authorities of said Contracting Party, and for use on board aircraft engaged in an international air services of the other Contracting Party.
- (b) spare parts entered into the territory of either Contracting Party or the maintenance or repair of aircraft used on international services by the designated airline of the other Contracting Party.
- (c) fuel and lubricants destined to supply aircraft operated on international air services by the designated airline of the other Contracting Party, even when these supplies are to be used on the party of the journey performed over the territory of the Contracting Party in which they are taken on board.

Materials referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under Customs supervision or control.

ARTICLE 8

STORAGE OF AIRBORNE EQUIPMENT AND SUPPLIES

The 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 Contracting Party only with the approval of the customs authorities of such territory. In such case, they may be placed under the supervision of said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

ARTICLE 9

DIRECT TRANSIT TRAFFIC

Passengers in transit across the territory of either Contracting Party shall be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

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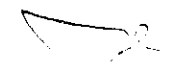
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ARTICLE 10

TRANSFER OF EARNINGS

1. Each Contracting Party grants to the designated airline of the other Contracting Party the right to transfer freely, in convertible foreign currency mutually accepted by the Contracting Parties, at the exchange rate fixed by the competent authorities of the Contracting Party concerned, the excess of receipts over expenditure earned in its territory by that designated airline in connection with the carriage of passengers, baggage, cargo and mail. The transfers referred to in this Article shall be effected in accordance with existing Foreign Exchange Control Regulations.

2. Where payments between the Contracting Parties are governed by a special agreement, such agreement shall apply.



CAPACITY PROVISIONS

1. There shall be fair and equal opportunity for the designated airlines 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 airline of each Contracting Party shall take into account the interests of the designated 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 route.

3. 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 carry the current and reasonably anticipated requirements for the carriage of traffic originating in or destined for the territory of the Contracting Party which has designated the airline.

4. The right of the designated airline of either Contracting Party to carry traffic between points in the territories of the other Contracting Party and points in the territories of third countries on the specified routes, shall be exercised in accordance with the general principles that capacity shall be related to:-

(a) the traffic requirements to and from the territory of the Contracting Party which has designated the airline;

(b) the traffic requirements of the area through which the airline passes, after taking account of other transport services established by airlines of the States comprising the area; and

(c) the requirements of through airline operations.

Any privileges to be granted under this paragraph shall finally be determined by the aeronautical authorities of the Contracting Parties.

5. The capacity to be provided and the frequency of the services to be operated shall, at the outset, be agreed between the aeronautical authorities of the Contracting Parties before the services are inaugurated. Such capacity and frequency of services initially determined may be reviewed and revised from time to time by said authorities.

ARTICLE 12
ESTABLISHMENT OF TARIFFS

1. The tariffs to be charged by the airline 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 of both Contracting Parties after consultation 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. This approval may be given expressly. If neither of the aeronautical authorities has expressed disapproval within thirty (30) days from the date of submission, in accordance with paragraphs (3) of this Article, these tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided for in paragraph (3), the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.
5. If a tariff cannot be agreed in accordance with paragraph (3) of this Article, or if, during the period applicable in accordance with paragraph (4) of this Article, one aeronautical authority gives the other aeronautical authority notice of its disapproval of any tariff agreed in accordance with the provisions of paragraph (2) the aeronautical authorities of the Contracting Parties shall, after consultation with the aeronautical authorities of any other State whose advice they consider useful, endeavour to determine the tariff by mutual agreement.
6. If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph (3) of this Article, or on the determination of any tariff under paragraph (5) of this Article, the dispute shall be settled in accordance with the provisions of Article 18 of this Agreement.
7. A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff has been established. Nevertheless, a tariff shall not be prolonged by virtue of this paragraph for more than twelve (12) months after the date on which it otherwise would have expired.

ARTICLE 13

AVIATION SECURITY

1- Consistent with their rights and obligations under international law, the two Contracting Parties reaffirm that their obligation to each other to protect security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offenses 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 and any multilateral Convention on Aviation Security which may become binding to both Contracting Parties.

2- The two 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 two 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 to the extent that such security provisions are applicable to the two Contracting Parties. They shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.

4- Each Contracting Party agrees that such operators of aircraft may be required 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 the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

5- When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the two Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

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ARTICLE 14
INFORMATION AND STATISTICS

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 for the purpose of reviewing the capacity provided on the agreed services by the designated airline of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by that airline on the agreed services and the origins and destinations of such traffic.

ARTICLE 15
CONSULTATION

In spirit of close co-operation, 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 the Annex thereto.



ARTICLE 16
MODIFICATIONS

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 the 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 request. Any modification so agreed shall come into force when it has been confirmed by an exchange of diplomatic notes that their constitutional requirements have been complied with.

2. Modifications to the Annex of this Agreement may be made by direct agreement between the aeronautical authorities of the Contracting Parties and shall come into force upon notification through diplomatic channels.

ARTICLE 17
CONFORMITY WITH MULTILATERAL CONVENTIONS

This Agreement and its Annex will be amended so as to conform with any multilateral conventions which may become binding on both Contracting Parties.

ARTICLE 15

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 other Contracting Party unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

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ARTICLE 19

SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement and the Annex thereto, the Contracting Parties shall, in the first place, endeavour 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, or the dispute may, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator with a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the president of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as president of the arbitral tribunal.
3. The arbitral tribunal shall determine its own procedures and decide on the apportionment of the costs of the arbitration.
4. The Contracting Parties undertake to comply with any decision given under paragraph (2) of this Article.

ARTICLE 20

TITLES

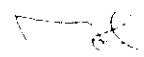
Titles are inserted in this Agreement at the head of each article for the purpose of reference and convenience and in no way define, limit, or describe the scope or intent of this Agreement.

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ARTICLE 21
REGISTRATION

This Agreement and its Annex shall be registered with the
International Civil Aviation Organization.



ARTICLE 22
ENTRY INTO FORCE

This Agreement and its Annex, which constitute an integral part of this Agreement, shall enter into force after fulfilment of the constitutional requirements by each Contracting Party, on the following date after the date of exchange of diplomatic notes to this effect.

As soon as this Agreement and its Annex come into force, it will supersede the "Agreement between the Government of Turkey and the Government of Egypt related to the establishment of Air Services between and beyond their respective territories" of 20 April 1956.

In witness whereof the undersigned being duly authorized by their respective Governments, having exchanged the instruments of Full Power, found in due form, have signed this Agreement.

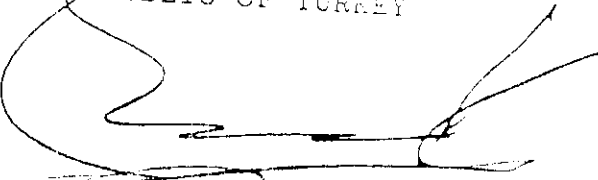
Done in Cairo..... this twelfth.....
day of January..... of the year 1963.....
in duplicate, in Turkish, Arabic and English languages all the texts being equally authentic. However, in case of dispute the English text shall be deemed authentic.

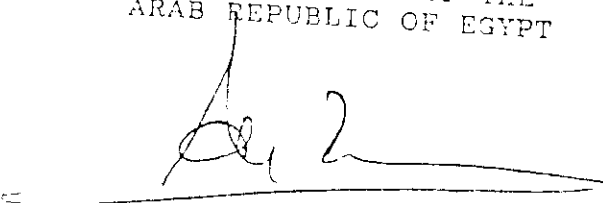
FOR

FOR

THE GOVERNMENT OF THE
REPUBLIC OF TURKEY

THE GOVERNMENT OF THE
ARAB REPUBLIC OF EGYPT


H.E. METIN MEKİK
AMBASSADOR OF TURKEY


ALİ OSMAN ZİKO
AIR VICE MARSHAL
CHAIRMAN OF THE EGYPTIAN
CIVIL AVIATION AUTHORITY

ANNEX

1-a- The airline designated by the Government of the Republic of Turkey shall be entitled to operate international air services in both directions.

Points in Turkey - intermediate points - Cairo - points beyond.

-b- The right to set down and pick up in the territory of the other Contracting Party traffic embarked in or destined for the territories of third parties is limited to the route:
Points in Turkey - Cairo.

2-a- The airline designated by the Government of the Arab Republic of Egypt, shall be entitled to operate international air services in both directions:

Points in A.R.E. - intermediate points - Istanbul - points beyond.

-b- The right to set down and pick up in the territory of the other Contracting Party traffic embarked in or destined for the territories of third parties is limited to the route:
Points in A.R.E. - Istanbul.

3- Points on any of the above routes may, at the option of the designated airline, be omitted on any or all flights provided that such service shall have its starting point in the territory of the Contracting Party designating the airline.

4- Either of the Contracting Parties may request the inclusion in their services of additional points beyond the territory of the other Contracting Party or between the territories of the other Contracting Parties. This request is subject to the approval of the aeronautical authority of the other Contracting Party.