

AIR TRANSPORT AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC
OF CUBA AND THE GOVERNMENT OF
THE REPUBLIC OF TURKEY

The Government of the Republic of Cuba and the Government of the Republic of Turkey.

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;



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 any annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 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 Transportation and Communications and any person or body authorized to perform any function exercised by the said Minister, and in the case of the Republic of Cuba, the President of the Institute of Civil Aeronautics of Cuba and any person or body authorized to perform any function exercised by the said President;

c) The term "designated airline" means an airline which has been designated and authorized in accordance with Article 3 of this Agreement;

d) The term "territory" in relation to either Contracting Party means the land areas and territorial waters adjacent thereto under the sovereignty of the said Contracting Parties;

e) The term "air services", "international air service", "airline" and "stop for non-traffic purposes" have the meanings specified in Article 96 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, the capacity of the aircraft used on such service multiplied 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 or conditions for the carriage of mail;



ARTICLE 2

TRAFFIC RIGHTS

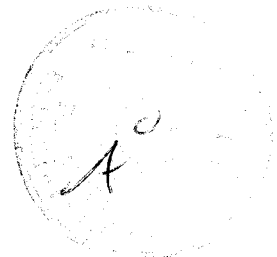
1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement, for the purpose of establishing scheduled international air services on the routes specified in Annex I to this Agreement. Such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively. The airline 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 territory at the points specified for that route in Annex I 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 airline 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

DESIGNATION OF AIRLINES AND OPERATING AUTHORIZATIONS

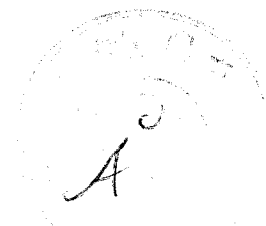
1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline for the purpose of operating the agreed services on the specified routes, to withdraw the designation of such airline, and to designate another.

2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline designated the appropriate operating authorizations, as envisaged in paragraph (5).

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 fulfill 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 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 the capacity agreed upon and the tariff and flight schedules established in accordance with the provisions of Article 10 and Article 13 and Annex II of this Agreement are in force in respect of that service.



ARTICLE 4

REVOCATION AND SUSPENSION OF OPERATING AUTHORIZATIONS

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 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 the 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. In such a case, consultations shall take place in accordance with Article 15 of this Agreement.

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ARTICLE 5

ENTRY AND CLEARANCE LAWS AND REGULATIONS

1. The laws and regulations of a Contracting Party relating to the admission to, stay 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 the aircraft of both Contracting Parties without distinction as to nationality, and shall be complied with by such aircraft upon entering or departing from or while within the territory of that Party.

2. The laws and regulations of a Contracting Party relating to the admission to, stay in, or departure from its territory of passengers, crew, cargo and mail transported on board the aircraft, such as regulations relating to entry, clearance, immigration, passports, customs and sanitary control shall be complied with by or on behalf of such passengers, crew, cargo and mail upon entrance into or departure from or while within the territory of that Party.



ARTICLE 6

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 they are used on board the aircraft on the part of the journey to be 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 authorities of said Contracting Party, and for use on board aircraft engaged in an international service of the other Contracting Party,

b) spare parts and regular equipment entered into the territory of either Contracting Party for 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 services by the designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

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

ARTICLE 7

STORAGE OF AIRBORNE EQUIPMENT AND SUPPLIES

The regular airborne equipment, as well as the materials and supplies retained on board of the aircraft of the designated airline of either Contracting Party may be unloaded 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.

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ARTICLE 8

DIRECT TRANSIT TRAFFIC

1. Passengers, baggage, cargo and mail direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall, except in respect of security measures against violence and air piracy, be subject to no more than a simplified control. In any case utmost effort shall be shown so that the scheduled departure of the aircraft is not unnecessarily delayed.

2. Baggage, cargo and mail in direct transit shall be exempt from customs duties and other similar taxes.

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ARTICLE 9

FINANCIAL PROVISIONS

1. Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, at its discretion, through its agents using free convertible currency.
2. Each Contracting Party shall grant to the designated airline of the other Contracting Party the right to transfer the freely convertible currencies of the excess of receipts over expenditure earned in the territory of the other Contracting Party. The procedure for such transfer, however, shall be in accordance with the Foreign Exchange Control Regulations of the Contracting Party in the territory of which the revenue accrued.
3. If a Contracting Party imposes restrictions on the transfer of excess of receipts over expenditure by the designated airline of the other Contracting Party, the latter shall have the right to impose reciprocal restrictions on the designated airline of the first Contracting Party.
4. If due to any reason what is established in the preceding paragraphs is not complied with, the Contracting Parties may use the mechanism of consultations, modifications or settlement of disputes as provided in this Agreement with a view towards obtaining a mutually satisfactory solution.



ARTICLE 10

CAPACITY PROVISION

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 routes.

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. Provided that the designated airlines of both Contracting Parties are operating the hereunder agreed services, they shall agree on the frequency and capacity of the services to be offered on the specified routes. The frequency and capacity shall be subject to the approval of the aeronautical authorities of both Contracting Parties. Such capacity shall be adjusted from time to time depending upon the traffic demand subject to the approval of the aeronautical authorities of both Contracting Parties.

5. In order to meet unexpected traffic demands of a temporary character, the designated airlines may, notwithstanding the provisions of this Article, agree between them to such temporary increases as are necessary to meet the traffic demand. Every such increase of capacity shall be notified without delay to the aeronautical authorities of the Contracting Parties for approval.

6. In the case where the designated airline of one Contracting Party operates points in third countries along the specified route, a capacity additional to that established in accordance with paragraphs 3 and 4 above may be operated by that airline subject to agreement between the aeronautical authorities of the Contracting Parties.



ARTICLE 11

REPRESENTATION

Each Contracting Party shall grant the designated airline of the other Contracting Party the right to bring and maintain on its territory, for the performance of the agreed services, the technical and commercial personnel as may be required by the extent of such services, provided that the other Contracting Party grants similar rights to the designated airline of the first Contracting Party. The above personnel shall be subject to regulations of that Contracting Party for admission to, and stay in, the territory of that Contracting Party.

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ARTICLE 12

AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm their obligation 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 agreements relevant for the suppression of unlawful acts against the safety of Civil Aviation.

2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

3. The 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 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.

5. 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 positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

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6. 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 Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

7. Should one Party have problems with regard to the aviation security provisions of this Article, the aeronautical authorities of either Party may request immediate consultations with the aeronautical authorities of the other Party.

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ARTICLE 13

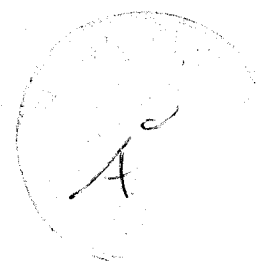
ESTABLISHMENT OF TARIFFS

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 Article 1 of this Agreement and 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 sixty (60) 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 paragraph (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 (2) of this Article, or 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 State whose advice they consider useful, endeavor to determine the tariff by mutual agreement.
6. If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph (3) 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 19 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.

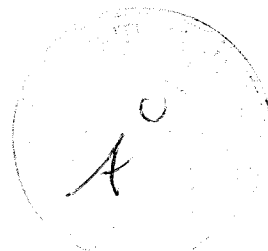
8. The Contracting Party whose designated airline is an IATA member, or in whose territory regularly operating airlines are members of IATA, or whose passengers or cargo sales agents are accredited with IATA, will support within its possibilities the tariff compliance system directed to its members and the sales organizations it has accredited.



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 those airlines on the agreed services and the origins and destinations of such traffic.



ARTICLE 15

CONSULTATION

In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult with each other from time to time with a view for ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the Annexes thereto.

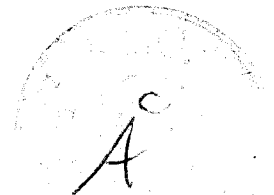


ARTICLE 16

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 from the date of the receipt of request. Any modifications so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes.

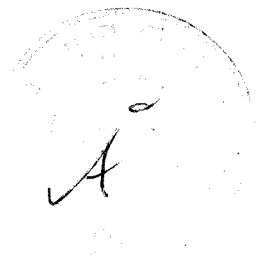
2. Modifications to Annexes may be made by direct agreement between the aeronautical authorities of the Contracting Parties.



ARTICLE 17

CONFORMITY WITH MULTILATERAL CONVENTION

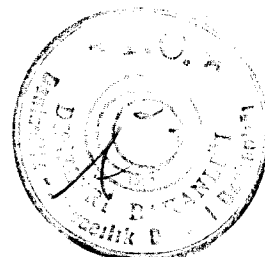
This Agreement and its Annexes will be amended so as to conform with any multilateral convention which may become binding on both Contracting Parties.

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ARTICLE 18

TERMINATION

Either Contracting Party may at any time give notice 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 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.



ARTICLE 19

SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties which relates to the interpretation or application of this Agreement and Annexes hereto the aeronautical authorities of both contracting parties shall, in the first place, endeavor to settle it by negotiation. If the aeronautical authorities fail to reach a settlement, the dispute shall be referred, through the usual diplomatic channels, to the Contracting Parties for their decision.

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, if they do not so agree, the dispute shall, 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 within 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 any case, the third arbitrator shall be a national of a third state and shall act as president of the arbitral body.

3. The Contracting Parties undertake to comply with any decision given under paragraph (2) of this Article.

4. If and for so long as either Contracting Party or the designated airline of either Contracting Party fails to comply with a decision given under paragraph 2 of this Article, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default.

5. Each Contracting Party shall bear the expenses and remuneration necessary for its arbitrator. The fee for the third arbitrator and the expenses necessary for this as well as those due to the activity of the arbitration shall be equally shared by the Contracting Parties.



ARTICLE 20

TITLES

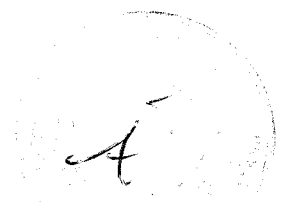
Titles are inserted in this Agreement at the head of each Article for the purpose of reference and convenience and in no way define, limit, or describe the scope or intent of this Agreement.



ARTICLE 21

REGISTRATION

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

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ARTICLE 22

ENTRY INTO FORCE

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

In witness where of, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done in Havana this twentyninth day of July of the year 1993 duplicate, in Turkish, Spanish and English languages, all the texts being equally authentic. However, in case of dispute the English text shall prevail.

FOR THE GOVERNMENT OF THE
REPUBLIC OF CUBA

FOR THE GOVERNMENT OF THE
REPUBLIC OF TURKEY



ANNEX I

ROUTES

Section I

1. Routes to be served by the designated airline of the Republic of Turkey in both directions:

<u>Points of Departure</u>	<u>Intermediate Points</u>	<u>Points of Destination</u>	<u>Points Beyond</u>
Turkey	Two points (to be specified later)	Havana	Two points (to be specified later)

2. The designated airline of either Contracting Party may, on any or all flights, and at its option and calling at any of the above points, operate services in either or both directions provided that the agreed services on this route start and terminate in the territory of that Contracting Party.

Section II

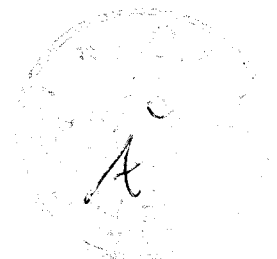
1. Routes to be served by the designated airline of the Republic of Cuba in both directions:

<u>Points of Departure</u>	<u>Intermediate Points</u>	<u>Points of Destination</u>	<u>Points Beyond</u>
Cuba	Two points (to be specified later)	Istanbul	Two points (to be specified later)

2. The designated airline of either Contracting Party may, on any or all flights, and at its option, and calling at any of the above points, operate services in either or both directions provided that the agreed services on this route start and terminate in the territory of that Contracting Party.

Additional Points

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



ANNEX II

APPROVAL OF FLIGHT SCHEDULES

1. The designated airline of either Contracting Party shall submit its flights 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 with 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. In any case the designated airlines shall not commence their services before the schedules are approved by the aeronautical authorities concerned.

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