

AIR SERVICES AGREEMENT

BETWEEN

THE AUSTRIAN FEDERAL GOVERNMENT

AND

**THE GOVERNMENT OF
THE ARAB REPUBLIC OF EGYPT**

The Austrian Federal Government and the Government of the Arab Republic of Egypt (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 develop cooperation in the field of air transport and to contribute to the progress of international civil aviation;

Desiring to conclude an air services agreement, in conformity with and supplementary to the said Convention, for the purpose of establishing international air services between and beyond their respective territories;

Have agreed as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1. For the purpose of this Agreement, unless the context otherwise requires;
 - a) The term "aeronautical authority" means in the case of the Austrian Federal Government the Ministry for Climate Action, Environment, Energy, Mobility, Innovation and Technology, and in the case of the Government of the Arab Republic of Egypt the Minister of Civil Aviation, as appropriate to their functions, or in either case any person or body authorized to perform any function to which this Agreement relates;
 - b) The term "agreed services" means scheduled international air services on "specified routes" for the transport of passengers, baggage and cargo, separately or in combination in accordance with agreed capacity entitlements; the term "specified routes" means a route specified in the Annex to this Agreement;
 - c) The term "Agreement" means this Agreement, its Annex drawn up in application thereof, and any amendment to the Agreement or to the Annex;
 - d) The terms "air service" "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
 - e) The term "Annex" shall mean the route schedules attached to the present Agreement and any clauses or notes appearing in such Annex, and any modification made thereto;
 - f) The term "all cargo air services" means an international air service performed by aircraft on which cargo or mail (with ancillary attendance) is carried separately or in combination, but on which revenue passengers are not carried;
 - g) The term "capacity" in relation to an aircraft means the payload of that aircraft available on a route or section of a route; the term "capacity" in relation to agreed service means the capacity of the aircraft used on such service,

multiplied by the frequency of the flights operated by such aircraft over a given period on a route or section of a route;

- h) The term “intermodal transport” means the public carriage by aircraft and by one or more surface modes of transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;
- i) The term "European Union Member State" means a State that is a Contracting Party to the EU Treaties;
- j) The term “nationals“ in the case of the Republic of Austria shall be understood as referring to nationals of the European Union Member States. In the case of the Arab Republic of Egypt shall be understood as referring to nationals of the Arab Republic of Egypt;
- k) References in this Agreement to the “EU Treaties” shall be understood as referring to the Treaty on European Union and the Treaty on the Functioning of the European Union;
- l) References in this Agreement to the “European Free Trade Association” shall be understood as referring to its Member States Iceland, Liechtenstein, Norway and Switzerland;
- m) The term "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;
- n) The term "designated airline" means an airline or airlines that have been designated and authorized in accordance with Article 4 of this Agreement;
- o) The term “tariffs” means the prices which the designated airlines charge for the transport of passengers, baggage, or cargo and the conditions under which

those prices apply but excluding remuneration and conditions for carriage of mail;

- p) The term "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;
- q) The term "user charges" means charges made to airlines by the competent authorities or permitted by them to be made for the provision of airport property or of air navigation facilities;
- r) The term "self-handling" means a situation in which the airport user directly provides for himself one or more categories of ground handling services and concludes no contract of any description with a third party for the provision of such services.

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

ARTICLE 2 APPLICABILITY OF CHICAGO CONVENTION

In implementing this Agreement, the Contracting Parties shall act in conformity with the provisions of the Convention insofar as those provisions are applicable to international air services.

ARTICLE 3 GRANT OF RIGHTS

- 1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its designated airline or airlines to establish and operate agreed services on the specified routes.
- 2. Subject to the provisions of this Agreement, the airlines designated by each Contracting Party shall enjoy the following rights;
 - a) to fly across the territory of the other Contracting Party without landing;

- b) to make stops in the said territory for non-traffic purposes, and
 - c) to make stops in the said territory at points specified in the Annex, for the purpose of taking on board and discharging passengers, baggage, cargo and mail coming from or destined for points on the specified routes while operating an agreed service.
3. The grant of traffic rights pursuant to paragraph 2 above does not include the grant of the right to carry passengers, baggage, cargo and mail between points in the territory of the Contracting Party, granting the rights and points in the territory of a third country or vice versa (“fifth freedom” rights). Fifth freedom traffic rights shall be granted only on the basis of the approval of the aeronautical authorities of both Contracting Parties as per the Annex.
4. Nothing in this Article shall be deemed to confer on the designated airline or airlines of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, baggage cargo and mail carried for remuneration or hire and destined for another point in 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 the agreed services on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such agreed service through appropriate temporary rearrangement of routes as is mutually decided by the Contracting Parties.

ARTICLE 4

DESIGNATION AND AUTHORIZATION

1. Each Contracting Party shall have the right to designate an airline or airlines for the purpose of operating the agreed services on the specified routes. The notification of such designation 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 through diplomatic channels.

2. The aeronautical authority of one Contracting Party may require an airline designated by the other Contracting Party to prove that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied to the operation of international air services by such authority in conformity with the provisions of the Convention.
3. Upon receiving the notification of designation, the other Contracting Party shall grant the necessary licenses and permits, subject to the provisions of this Article and with minimum procedural delay, provided that:
 - a) in the case of an airline(s) designated by the Arab Republic of Egypt:
 - I. It is established in the territory of the Arab Republic of Egypt and has a valid Operating License in accordance with the applicable law of the Arab Republic of Egypt; and
 - II. Effective regulatory control of the airline is exercised and maintained by the Arab Republic of Egypt which is also responsible for issuing its Air Operator's Certificate; and
 - III. It is owned, directly or through majority ownership, and it is effectively controlled by the Arab Republic of Egypt or by its nationals ; and
 - b) in the case of an airline(s) designated by the Republic of Austria:
 - I. It is established in the territory of the Republic of Austria under the EU Treaties and has a valid Operating License in accordance with European Union law; and
 - II. Effective regulatory control of the airline is exercised and maintained by the European Union Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation; and
 - III. The airline is owned, directly or through majority ownership, and it is effectively controlled by a Member State of the European Union or the European Free Trade Association and / or their nationals.
 - c) The designated airline is qualified to meet the conditions prescribed under the laws and national regulations normally applied to the operation of international air services by the Contracting Party considering the application or applications.

4. The agreed services may begin at any time, in whole or in part, but not before:
 - a) The Contracting Party to whom the rights have been granted shall have designated an airline or airlines for the specified route; and
 - b) The Contracting Party granting the rights shall have given, with the least possible delay, the appropriate operating authorizations to the designated airline or airlines concerned.

ARTICLE 5

REVOCATION, SUSPENSION AND LIMITATION OF RIGHTS

1. Either Contracting Party may refuse, revoke, suspend or limit the operating authorization or technical permission of an airline designated by the other Contracting Party, where:
 - a) in the case of an airline(s) designated by the Arab Republic of Egypt:
 - I. It is not established in the territory of the Arab Republic of Egypt and/or does not have a valid Operating License in accordance with the applicable laws and regulations of Arab Republic of Egypt; or
 - II. Effective regulatory control of the airline is not exercised or maintained by the authorities of the Arab Republic of Egypt or Egypt is not responsible for issuing its Air Operator Certificate; or
 - III. The airline is not owned, directly or through majority ownership, and/or is not effectively controlled by the Arab Republic of Egypt and/or by nationals of the Arab Republic of Egypt.
 - b) in the case of an airline(s) designated by the Republic of Austria:
 - I. it is not established in the territory of the Republic of Austria under the EU Treaties and/or does not have a valid Operating License in accordance with European Union law; or
 - II. Effective regulatory control of the airline is not exercised or maintained by the Member State responsible for issuing its Air Operator's Certificate, or the relevant aeronautical authority is not clearly identified in the designation; or
 - III. The airline is not owned, directly or through majority ownership, and/or it is not effectively controlled by Member States of the European Union and the European Free Trade Association and/or by

nationals of such states; or

IV. The airline holds an air operator's certificate issued by a European Union Member State and there is no Bilateral Air Service Agreement between the Arab Republic of Egypt and that European Union Member State, and that European Union Member State has denied traffic rights to an airline designated by Egypt.

c) in the case of failure by such an airline (s) to comply with the laws and regulation of the Contracting Party granting these rights, or in the case the airline fails to operate the agreed services in accordance with the conditions prescribed under this Agreement.

2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above, the rights enumerated in paragraph 1 of this Article shall be exercised only after consultation between the aeronautical authorities. The consultation shall take place within a period of thirty (30) days of the consultation being proposed, unless otherwise agreed.

ARTICLE 6

PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

1. Each Contracting Party shall allow fair and equal opportunity for the designated airlines of both Contracting Parties to compete in providing the international air transport governed by this Agreement.

2. The aeronautical authorities of the Contracting Parties shall agree on the capacity to be operated by the designated airlines in a Memorandum of Understanding.

Each Contracting Party shall take into consideration the interests of the airlines of the other Contracting Party so as not to affect unduly their opportunity to offer their services covered by this Agreement.

3. Each Contracting Party shall take all appropriate actions 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.

4. Neither Contracting Party shall impose on the other Contracting Party's designated airlines any requirement with respect to capacity, frequency, traffic or aircraft type or types that would be inconsistent with the purposes of this Agreement.

5. Neither Contracting Party shall allow its designated airlines, either in conjunction with any other airline or airlines or separately, to abuse market power in a way which has or is likely or intended to have the effect of severely weakening a competitor or excluding a competitor from a route.

6. Neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Contracting Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Chicago Convention

7. If one Contracting Party believes that its designated airlines are being subjected to discrimination or unfair practices, or actions that would adversely affect the fair and equal opportunity of the airlines of the first Contracting Party to compete in providing international air services, it may request consultations and notify the other Contracting Party of the reasons for its dissatisfaction. These consultations shall be held not later than 30 days after receipt of the request, unless otherwise agreed by both Contracting Parties.

ARTICLE 7

CUSTOMS DUTIES AND OTHER TAXES

1. Aircraft engaged in international air services by the designated airline of either Contracting Party shall be temporarily exempted from custom duties according to the customs regulations of the state and the principle of reciprocity. Aircraft equipment required for its operation and services of its passengers and crew, supplies of fuel and lubricants and aircraft stores (including food, beverages, tobacco) on board such aircraft shall be exempt from customs duties, inspection fees, other duties or taxes and value added tax (VAT) on arriving in the territory of the other Contracting Party provided those aircraft are re-exported and such equipment, supplies and stores remain on board those aircraft up to such time as they are re-exported, the exemption shall also apply to air way bills, any printed publicity material which bears the insignia of the company printed thereon distributed without charges by the designated airline onboard of aircraft.

2. There shall also be exempt from the same duties, fees, taxes and VAT with the exception of charges corresponding to the performed services :
 - (a) aircraft stores taken in the territory of either Contracting Party, within limits fixed by the competent authorities of the said Contracting Party, and destined for use on board outbound aircraft operated on an international service by the designated airline of the other Contracting Party;

 - (b) spare parts and regular equipment entered into the territory of one Contracting Party and destined for the maintenance or repair of aircraft engaged in an international service by the designated airline of the other Contracting Party;

 - (c) fuel and lubricants to supply aircraft engaged in schedule international air service by the designated airline of the other Contracting Party even when these supplies are to be used on the part of the flight performed over the territory of the Contracting Party in which they are taken on board provided that the designated airline from the other Contracting Party does not taking onboard any passengers, cargo or mail between two points in the territory of the other Contracting Party. Nothing in this Agreement shall prevent the Republic of Austria from imposing on a non-discriminatory basis, taxes, levies, duties, fees, or charges on fuel

supplied in the territory of the Republic of Austria for use in an aircraft of a designated airline of the Arab Republic of Egypt that operates between a point in the territory of the Republic of Austria and another point in the territory of the Republic of Austria or in the territory of another European Union Member State.

3. If national laws and regulations of either Contracting Party so require, items referred to in paragraph 1 and 2 of this Article, shall be kept under customs control of the said Contracting Party. In case that the items mentioned in Paragraphs 1 and 2 of this Article are not re-exported or consumed for purposes other than the prescribed within the period or periods agreed upon between the two Contracting Parties, the prescribed taxes and fees and any other financial dues shall be collected in accordance with the applicable laws.
4. The airborne equipment required for aircraft operation and services of its passengers and crew as well as materials and supplies retained on board of the aircraft operated by the designated airline of either Contracting Party may not be unloaded in the territory of the other Contracting Party unless the approval of the customs authorities of such Contracting Party is granted. In such case, they shall be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of with the consent of the same authorities in accordance with applicable customs regulations. VAT, customs duties, fees and other financial dues shall be paid as required.
5. 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 airline or airlines, for the exchange in the territory of the other Contracting Party, of the aircraft equipment, spare parts and ground and security equipment and their replacement parts which have been imported with conditional relief from import duties and taxes, provided that other airline or airlines similarly enjoy such exemptions from that other Contracting Party and the equipment and spare parts are returned with similar items from the same source.

ARTICLE 8

TAXATION

1. Profits from the operation of aircraft in international traffic shall be taxable only in the territory of the Contracting Party in which the place of effective management of the enterprise is situated.
2. Capital represented by aircraft operated in international traffic and by movable property pertaining to the operation of such aircraft shall be taxable only in the territory of the Contracting Party in which the place of effective management of the enterprise is situated.
3. Where a special Agreement for the avoidance of double taxation with respect to taxes on income and on capital exists between the Contracting Parties, the provisions of the latter shall prevail.

ARTICLE 9

APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of the state of one Contracting Party governing entry into, sojourn in and departure from its territory of aircraft engaged in international air navigation or right of such aircraft to overfly that territory shall be complied with by the designated airline of the other Contracting Party.
2. The laws, regulations and administrative requirements of one Contracting Party governing entry into, sojourn in and departure from its territory of passengers, crew, baggage, cargo or mail, such as formalities regarding entry, exit, aviation security emigration and immigration, as well as customs and sanitary measures shall apply to passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airline of the other Contracting Party while they are within the said territory.
3. Each Contracting Party shall permit, on its territory, the designated airlines

of the other Contracting Party to take measures (e.g. the deployment of document specialists) to ensure that only persons are carried, who fulfil the necessary conditions for entry into or transit through the territory of the other Contracting Party and are in possession of the required travel documents.

4. Each Contracting Party shall readmit to its territory for the purposes of examination a person who had been present in its territory before embarkation and who has been found inadmissible and thus denied entry at the destination airport. Where a person who has been found to be inadmissible is not or is no longer in possession of his or her travel documents or if their travel documents have been destroyed, a Contracting Party shall accept instead a document attesting to the circumstances of embarkation and arrival issued by the authorities of the other Contracting Party.
5. Neither Contracting Party may grant any preference to its own airline with regard to the designated airline of the other Contracting Party in the application of the laws and regulations provided for in this Article.
6. Passengers, baggage, cargo and mail in direct transit across the territory of either Contracting Party or not leaving the area of the airport reserved for such purpose shall, except in respect of security measures against violence, air piracy and narcotics control, be subject to no more than a simplified control according to laws, regulations and customs procedures in force.

ARTICLE 10

CERTIFICATES OF AIRWORTHINESS AND COMPETENCY

1. Certificates of airworthiness, certificates of competency and licenses issued, or rendered valid in accordance with the laws and regulations of one Contracting Party, including in the case of the Republic of Austria, European Union laws and regulations, 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. Paragraph 1) also applies with respect to an airline designated by the Republic of Austria whose regulatory control is exercised and maintained by another European Union Member State.

Each Contracting Party, reserves the right, however, to refuse to recognize, for flights above its own territory, certificates of competency and licenses granted or validated 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 its rights under Article 10(2), request consultations with the aeronautical authority of the Contracting Party permitting such difference in accordance with Article 19, 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 5(1) of this Agreement.

ARTICLE 11 SAFETY

1. Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of the request.
2. If, following such consultations, the aeronautical authority of one Contracting Party finds that the aeronautical authority of 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 aeronautical

authority of the first Contracting Party shall notify the aeronautical authority of the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and the aeronautical authority of that other Contracting Party shall take appropriate corrective action. Failure by that 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 5(1) of this Agreement.

3. It is agreed that any aircraft operated by an airline or airlines 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 aeronautical authority 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 aeronautical authority of 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 the airline or airlines of one Contracting Party in accordance with paragraph (3) of this Article is denied by a representative of that airline or airlines, the aeronautical authority of 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. The aeronautical authority of 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 aeronautical authority of 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 the aeronautical authority one Contracting Party in accordance with paragraphs (2) or (6) of this Article shall be discontinued once the basis for the taking of that action ceases to exist.
8. Where the Republic of Austria has designated an airline whose regulatory control is exercised and maintained by another European Union Member State, the rights of the other Contracting Party under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other European Union Member State and in respect of the operating authorization of that airline.

ARTICLE 12

USER CHARGES

1. Each Contracting Party shall ensure that the user charges imposed or permitted to be imposed by its competent charging bodies on the designated airline or airlines of the other Contracting Party are just, reasonable, transparent and equal. 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 impose or permit to be imposed, on the designated airline or airlines of the other Contracting Party user charges higher than those imposed on its own designated airline or airlines operating similar international air services using similar aircraft.
3. Each Contracting Party shall encourage consultation on user charges between its competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable through those airlines representative organizations. Reasonable notice of any proposal for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage charging authorities and such users to exchange appropriate information concerning user charges.

ARTICLE 13

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 the present 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 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, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, and the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991 as well as with any other convention and protocol relating to aviation security which both Contracting Parties adhere to.
2. The Contracting Parties shall provide upon request all necessary assistance

to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security 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, they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence and, in the case of the Republic of Austria, operators that are established in its territory under the EU Treaties and have an operating license in accordance with European Union law, and the operators of airports in the territory of their states 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 of this Article required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party including, in the case of the Republic of Austria, European Union law. 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 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 Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

6. Each Contracting Party shall take all measures, as it may find practicable, to ensure that an aircraft subjected to an act of unlawful seizure or other acts of unlawful interference which has landed in the territory of the state is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations under the consideration of the State.

7. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit or impose conditions on the operating authorization and technical permissions of an airline or airlines of that other Contracting Party. When required by an emergency, a Contracting Party may take action under paragraph (1) of Article 5 of this Agreement 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 14

COMMERCIAL ACTIVITIES

1. The designated airline or airlines of each Contracting Party shall have the right to establish in the territory of the other Contracting Party offices for the promotion of air transportation and sale of air services as well as for other matters incidental to the provision of air transportation.

2. The designated airline or airlines of each Contracting Party shall have the right, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, to bring into and maintain in the territory of that 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 operation of the

agreed services.

3. These representative staff requirements may, at the option of a designated airline, be satisfied by its own personnel 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. Consistent with the laws and regulations in force, each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary work permits, employment visas or other similar documents to the representatives and staff referred to in paragraph (2) of this Article.
5. The designated airlines of each Contracting Party shall, at their discretion, either directly and/or through agents, have the right to engage in the sale of air transportation and related services in the territory of the other Contracting Party directly and/or, at the airline's discretion, through its sales agents, other intermediaries appointed by the airline, through another airline or through the internet. 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 and services in local currency or in any freely convertible other currencies according to national laws and regulations of the other Contracting Party. The designated airline or airlines of one Contracting Party shall have the right to pay for local expenses including airport charges and purchase of fuel in the territory of the other Contracting Party in local currency or provided these accords with local laws and regulations, in freely convertible currencies.

ARTICLE 15

TRANSFER OF EARNINGS

1. Each designated airline shall have the right to convert into freely convertible currencies and remit local revenues from the territory of the other Party to its home territory or to the country or countries of its choice according to the applicable regulations. Conversion and remittance shall be permitted promptly

without restrictions or taxation in respect thereof at the official rate of exchange applicable to current transactions and remittance on the date the airline makes the initial application for remittance.

2. If a Contracting Party imposes restrictions in a discriminatory manner on the transfer of excess of receipts over expenditure by the designated airline or airlines of the other Contracting Party, the latter shall have the right to impose reciprocal restrictions on the designated airline or airlines of that Contracting Party.

ARTICLE 16

APPROVAL OF TIMETABLES

1. The designated airline or airlines of each Contracting Party shall submit for approval to the aeronautical authority of the other Contracting Party not later than thirty (30) days prior to the commencement of the agreed services on the specified routes, the timetable of intended services, specifying the frequency, the type of aircraft, configuration, nature of the service and the number of seats made available to the public. This shall likewise apply to later changes. In special cases, this time limit may be reduced subject to the consent of the said authority.
2. If a designated airline wishes to operate ad-hoc flights supplementary to those covered in the approved timetables, it shall obtain prior permission of the aeronautical authority of the Contracting Party concerned.

ARTICLE 17

TARIFFS

1. Each Contracting Party shall allow prices for scheduled air services to be established by each airline based upon commercial considerations in the marketplace.
2. Without limiting the application of general competition and consumer law in

each Contracting Party, intervention by the Contracting Parties may be initiated to :-

- a) prevent unreasonably discriminatory tariffs or practices;
 - b) protect consumers from tariffs that are unreasonably high or unreasonably restrictive due either to the abuse of a dominant position or to concerted practices among airlines; and
 - c) protect airlines from tariffs that are artificially low because of direct or indirect governmental subsidy or support.
3. Prices for scheduled international air services between the territories of the Contracting Parties may be required to be filed. Notwithstanding the foregoing, the airlines of the Contracting Parties shall continue to provide immediate access, on request, to information on historical, existing, and proposed prices to the aeronautical authorities of the Contracting Parties in a manner and format acceptable to those aeronautical authorities.

ARTICLE 18

EXCHANGE OF AVIATION 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 airline or 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 specified routes, together with amendments or exemption orders.
2. Each Contracting Party shall cause its designated airline or airlines to provide to the aeronautical authority of the other Contracting Party upon request, with such statistics as may be reasonably required for information purposes subject to the laws and regulations of each Contracting Party.

3. Any information exchanged between the Parties shall be confidential and shall not be exchanged with a third party without a written approval of the other Contracting Party.

ARTICLE 19 LEASING

1. The designated airlines of each Contracting Party shall have the right to perform the agreed services on the specified routes using aircraft (or aircraft and crew) leased from any company, including other airlines, subject to being authorised to use the aircraft on such basis by the aeronautical authorities of both Contracting Parties.
2. In order to use aircraft on a lease basis in accordance with paragraph (1) of this Article, the designated airlines shall also be required to meet the conditions prescribed under the law and regulations normally applied to the operation of international air services by the Contracting Parties.

ARTICLE 20 GROUND HANDLING

Subject to the laws and regulations of each Contracting Party, each designated airline shall have in the territory of the other Contracting Party the right to perform its own ground handling (referred to in this Article as “self-handling”) or, at its option, the right to select among authorised competing suppliers that provide ground handling services in whole or in part.

Where such laws and regulations limit or preclude self-handling and where there is no effective competition between suppliers that provide ground handling services, each designated airline shall be treated on a non-discriminatory basis as regards its access to self-handling and ground handling services provided by a supplier or suppliers.

ARTICLE 21

INTERMODAL TRANSPORT

The designated airlines of each Contracting Party shall be permitted to employ, in connection with international air services, any intermodal transport to or from any points in the territories of the Contracting Parties or third countries. Airlines may elect to perform their own intermodal transport or to provide it through arrangements, including code share, with other airlines. Such intermodal services may be offered as a through service and at a single price for the air and intermodal transport combined, provided that passengers and shippers are informed as to the providers of the transport involved.

ARTICLE 22

ENVIRONMENTAL PROTECTION

1. The Contracting Parties support the need to protect the environment by promoting the sustainable development of aviation, and by addressing the significant environmental impacts of aviation, including its greenhouse gas emissions, pollutant emissions, and noise. They commit to pursuing these goals through support for the development of effective global standards by ICAO, and through appropriate individual domestic measures.
2. The Contracting Parties recognize that addressing the climate impacts of aviation and pursuing its sustainable development require a range of measures including aircraft technology improvements, operational improvements, support for sustainable aviation fuels, and Carbon Offsetting and Reduction Scheme for International Aviation (CORSIA).
3. The Contracting Parties shall act in conformity with the aviation environmental standards adopted by ICAO in Annex 16 to the Chicago Convention except where differences have been notified, including in respect of Volume I on aircraft noise, Volume II on engine emissions, Volume III on aeroplane CO₂ emissions, and Volume IV on the Carbon Offsetting and Reduction Scheme for International Aviation (CORSIA).

4. Nothing in this Agreement shall be construed to limit the authority of the competent authorities of a Contracting Party to take all appropriate measures to prevent or otherwise address the environmental impacts of air services, provided that such measures are fully consistent with their rights and obligations under international law including the Chicago convention and are applied without distinction as to nationality.

ARTICLE 23 CONSULTATIONS

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 satisfactory compliance with, the provisions of this Agreement and the Annex thereto and either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement.
2. 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 24 SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the aeronautical authorities of the Contracting Parties shall in the first place endeavour to settle it by direct negotiation.
2. If the aeronautical authorities fail to reach an agreement, the dispute shall be settled through diplomatic channels.
3. If the Contracting Parties have reached a settlement through diplomatic channels in accordance with paragraph 2 of this Article and one Contracting

Party fails to comply with such settlement, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default or to the designated airline in default as long as non-compliance persists.

ARTICLE 25 AMENDMENT OF THE AGREEMENT

1. If either Contracting Party considers it desirable to amend any provision of this Agreement, such amendment shall be agreed upon in accordance with the provisions of Article 23. Such amendment shall enter into force on the first day of the second month, following the month in which the two Contracting Parties have notified each other by an exchange of diplomatic notes that the requirements for its entry into force under their respective legal procedures have been fulfilled.
2. Notwithstanding the provisions of paragraph (1) above, amendments to the Annex to this Agreement may be agreed directly between the aeronautical authorities of the Contracting Parties. Such amendment(s) shall enter into force when confirmed through diplomatic channels.
3. If a multilateral convention concerning air transport comes into force in respect of both Contracting Parties, this Agreement shall be amended so far as is necessary to conform with the provisions of that convention.

ARTICLE 26 REGISTRATION WITH THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

The present Agreement and any amendments thereto, shall be registered with the International Civil Aviation Organization for registration.

ARTICLE 27 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 fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 28
ENTRY INTO FORCE

This Agreement shall enter into force on the first day of the second month, following the month in which the two Contracting Parties have notified each other by an exchange of diplomatic notes that the requirements for its entry into force under their respective legal procedures have been fulfilled.

The Air Transport Agreement between Austrian Federal Government and the Government of the Arab Republic of Egypt signed on 14th of November, 1989 shall be terminated and replaced in its entirety by this Agreement on the date of entry into force of this Agreement.

In witness whereof, the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

Done in duplicate at on this day of in the year in the German, Arabic and English languages.
In case of divergence, the English text shall prevail.

FOR

**THE AUSTRIAN FEDERAL
GOVERNMENT**

FOR

**THE GOVERNMENT OF THE ARAB
REPUBLIC OF EGYPT**

ANNEX

ROUTE SCHEDULE

I. Routes to be operated by the designated airlines of **The Arab Republic of Egypt**

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Points in Egypt	Any Points	Points in Austria	Any Points

II. Routes to be operated by the designated airlines of **the Republic of Austria**

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Points in Austria	Any Points	Points in Egypt	Any Points

Notes

Any intermediate points and points beyond may be served by the designated airline(s) of each Contracting Party without exercising Fifth Freedom traffic rights.

The exercise of any 5th freedom rights would have to be agreed upon between the competent aeronautical authorities of the Contracting Parties.

Section 2

Operational flexibility

- (a) The designated airlines of either Contracting Party may, on any or all flights and at their option:
- (b) operate flights in either or both directions;
- (c) combine different flight numbers within one aircraft operation;
- (d) omit stops at any point or points;
- (e) serve two points in the territory of the other Contracting Party on the same service (co-terminalisation) without cabotage.