

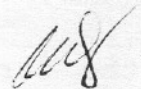

AGREEMENT BETWEEN  
THE GOVERNMENT OF IRELAND AND  
THE GOVERNMENT OF THE REPUBLIC OF ARMENIA  
ON AIR TRANSPORT

The Government of Ireland and the Government of the Republic of Armenia, hereinafter referred to as the "Contracting Parties",

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944,

Desiring to promote their mutual relations in the field of civil aviation and to conclude an agreement for the purpose of establishing air services between and beyond their respective territories,

Have agreed as follows:



ARTICLE 1

Definitions

1. For the purpose of this Agreement

- (a) the term "aeronautical authorities" means, in the case of Ireland, the Minister for Transport, Energy and Communications and, in the case of Armenia, the Civil Aviation Department, ... Republic of Armenia.....  
in both cases, any person or body authorised to perform any functions being the responsibility of the said authorities;
- (b) the term "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 of the Convention under Articles 90 and 94 thereof insofar as those Annexes and amendments have been adopted by both Contracting Parties;
- (c) the term "designated airline" means an airline which has been designated and authorised in accordance with the provisions of Article 3 of this Agreement;
- (d) the term "tariffs" means the prices to be paid for the carriage of passengers, baggage and cargo 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;
- (e) the terms "territory", "air service", "international air service", "airline", and "stop for non-traffic purposes" have the meaning respectively assigned to them in Articles 2 and 96 of the Convention.

2. The Annex to this Agreement shall form an integral part of the Agreement and any reference to the Agreement shall be understood to include the Annex, except where otherwise provided for.



## ARTICLE 2


### Grant of Traffic Rights


Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing international air services on the routes specified in the Annex hereto. Such services and routes are hereinafter called the "agreed services" and the "specified routes" respectively.

The airline or airlines designated by each Contracting Party shall enjoy the following rights, subject to the relevant provisions of this Agreement:

- (a) to fly, without landing, across the territory of the other Contracting Party;
- (b) to make stops in the territory of the other Contracting Party for non-traffic purposes; and
- (c) in the territory of the other Contracting Party, while operating an agreed service on a specified route, the right to embark and disembark international traffic in passengers, cargo and mail, separately or in combination.

Airlines of each Contracting Party not designated under Article 3 of this Agreement shall enjoy the rights specified in paragraphs 2(a) and (b) of this Article.

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


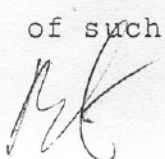




## ARTICLE 3

### Designation of Airlines

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline or airlines for the purpose of operating the agreed services on the specified routes. On receipt of such designation, the other aeronautical authorities shall, subject to the provisions of paragraphs 2 and 3 of this Article, without delay grant to the designated airline or airlines the appropriate operating authorisation.
2. The aeronautical authorities of either Contracting Party may require an airline or airlines designated by the other Contracting Party to satisfy them that it is qualified to fulfil, while operating the agreed services, the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.
3. Each Contracting Party shall have the right to refuse to accept the designation of an airline or airlines from the other Contracting Party or to withhold or revoke the grant to such an airline or airlines of the rights specified in Article 2 of this Agreement or to impose such conditions as it may deem necessary on the exercise by the designated airline or airlines of those rights, in any case where it is not satisfied that the airline or airlines in question have their central administration and principal place of business in the territory of the other Contracting Party, that the majority of their shares are owned by nationals or by the Government of that other Contracting Party and are effectively controlled by such nationals or Government.
4. The designated airline or airlines, when so authorised, may commence at any time to operate the agreed services in whole or in part, provided that the airline complies with the applicable provisions of this Agreement and that tariffs, established in accordance with the provisions of Article 6 of this Agreement, are in force in respect of such services.





5. Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 2 of this Agreement by the airline or airlines designated by the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of these rights:

(a) in the case of failure by such airline or airlines to comply with the laws or regulations of the Contracting Party which has granted these rights, or

(b) if the airline or airlines otherwise fail(s) to operate in accordance with the conditions prescribed under this Agreement and the Annex thereto.

6. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 5 of this Article is essential to prevent infringements of the laws or regulations referred to in paragraph 5 of this Article, such right shall be exercised only after consultation with the other Contracting Party, in accordance with Article 14 of this Agreement.




ARTICLE 4

Capacity

There will be no restriction imposed by the aeronautical authorities of either Contracting Party on the frequency, capacity or type of aircraft proposed to be operated by the designated airline or airlines of the other Contracting Party. Each Contracting Party will, however, retain the right to require consultations with the other Contracting Party in the event that it considers that the interests of its own airline or airlines on a particular route or routes are being seriously damaged as a result of the capacity being mounted by the airline or airlines of the other Contracting Party.

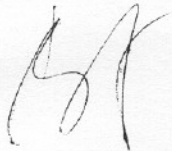
2. The agreed services operated by the designated airline or airlines of each Contracting Party shall have, as their primary objective, the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating from or destined for the territory of the Contracting Party which has designed the airline or airlines. *MS*



ARTICLE 5  
Provision of Statistics

1. The aeronautical authorities of one Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, at their request, statistical information as may be reasonably required for the purpose of
  - (a) determining the amount of traffic carried by the designated airline or airlines of the other Contracting Party on the agreed services; and
  - (b) reviewing the capacity offered in relation to such services

Such information should include, as far as possible, details of the initial origins and final destinations of the traffic carried.





## ARTICLE 6

### Tariffs

The tariffs to be charged by a designated airline or airlines of either Contracting Party on the agreed services shall be reasonably related to the long term fully allocated costs of the applicant air carrier, while taking into account other relevant factors, including the needs of consumers, the need for a satisfactory return on capital and for an adequate cost margin to ensure a satisfactory safety standard, the competitive market situation, including the tariffs of other air carriers operating on the specified route and the need to prevent dumping. The fact that a proposed air fare is lower than that offered by another air carrier operating on the route shall not be sufficient reason for withholding approval.

The aeronautical authorities of both Contracting Parties shall apply the following provisions for the approval of tariffs to be charged by the airline or airlines of either Contracting Party for operating the agreed services:

- (a) Any proposed tariff shall be filed by or on behalf of the designated airline concerned with both aeronautical authorities at least 45 days before it is proposed that the tariff will take effect. This period may be reduced with the agreement of those authorities.
- (b) Subject to sub-paragraphs (c) and (d), any tariff so filed will be treated as having been approved unless, within 30 days of the tariff being filed, the authorities of both Contracting Parties have informed each other in writing that they do not approve the proposed tariff. The aeronautical authorities of both Contracting Parties may agree to reduce this period.
- (c) Nothing in sub-paragraph (b) above shall prevent the aeronautical authorities of either Contracting Party from unilaterally disallowing any tariff filed by its own designated airline or airlines. However, such unilateral action will be taken only if it appears to those authorities that a proposed tariff is either excessive or that its



application would constitute anti-competitive behaviour likely to cause serious damage to another airline or other airlines.

(d) If the aeronautical authorities of either Contracting Party consider that the application of a proposed tariff filed with them by the designated airline or airlines of the other Contracting Party is either excessive or that its application would constitute anti-competitive behaviour likely to cause serious damage to another airline or other airlines they may, within 30 days of the tariff being filed, request consultations with the aeronautical authorities of that other Contracting Party. Such consultations will be completed within 30 days of being requested and the tariff will take effect at the end of that period, unless the authorities of both Contracting Parties agree otherwise.

(e) In the event that a tariff which has come into effect in accordance with this Article is considered by the aeronautical authorities of either Contracting Party to be causing serious damage to another airline or other airlines on a particular route or routes, those aeronautical authorities may request consultations with the aeronautical authorities of the other Contracting Party.

Any designated airline of either Contracting Party, operating a direct or indirect air service under these arrangements, on giving due notice, will be permitted by the aeronautical authorities of the other Contracting Party to match any tariff already approved between the same city pairs. This provision will not apply to indirect services which exceed the length of the shortest direct services by more than 20%.

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ARTICLE 7

Application of Laws and Regulations  
& Recognition of Certificates & Licenses

1. The laws and regulations of a Contracting Party governing entry into and departure from its territory of aircraft engaged in international air transport or the operation and navigation of such aircraft while within its territory shall apply to aircraft of the designated airline of the other Contracting Party.
2. The laws and regulations of a Contracting Party governing entry into, stay in and departure from its territory of passengers, crew, cargo and mail, such as formalities regarding passports, customs, currency and sanitary measures, shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airline of the other Contracting Party while they are within the said territory.
3. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one of the Contracting Parties shall, during the period of their validity, be recognised as valid by the other Contracting Party, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards established or which may be established from time to time pursuant to the Convention.
4. Each Contracting Party reserves the right, however, to refuse to recognise as valid, for the purpose of flights over its own territory, certificates of competency and licences granted to or rendered valid for its own nationals by the other Contracting Party or by any other State.

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## ARTICLE 8

### Investigation of Accidents

In the case of a forced landing or accident of an aircraft of either Contracting Party within the territory of the other Contracting Party, the aeronautical authorities of the Contracting Party in whose territory the forced landing or accident takes place shall immediately notify the aeronautical authorities of the other Contracting Party thereof, take immediate steps to assist the crew and the passengers, provide for the safety of the aircraft and mail, baggage and cargo on board and take necessary measures for an inquiry into the particulars and circumstances of the forced landing or accident.

The aeronautical authorities of the Contracting Party conducting the inquiry into the particulars and circumstances of the forced landing or accident shall inform the aeronautical authorities of the other Contracting Party of the holding of the inquiry and the aeronautical authorities of the other Contracting Party shall be granted full facilities to be represented at the inquiry. The aeronautical authorities of the Contracting Party conducting the inquiry shall send to the aeronautical authorities of the other Contracting Party the report of the inquiry as soon as it is available. *ms*

## ARTICLE 9

### Aviation Security



In accordance with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to protect, in their mutual relationship, the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.

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

The Contracting Parties shall act in full 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 and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on 23 September 1971 and any other Convention relating to the security of civil aviation to which both Contracting Parties are party.

The Contracting Parties, in their mutual relations, shall 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 signed at Chicago on 7 December 1944, to the extent that such security provisions are applied by the Contracting Parties; they shall require that operators of aircraft of their registry or operators 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. Each Contracting Party shall advise the other of its intention to notify any difference to the standards of the Convention on International Civil Aviation.

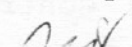
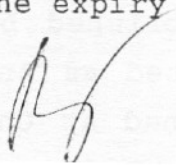
Each Contracting Party agrees to observe the security provisions required by the other Contracting Party for entry into the territory of that other Contracting Party and to take adequate measures to protect aircraft and to inspect passengers, crew, their carry-on items



as well as 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 special security measures to meet a particular threat.

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

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 15 days from the date of such request will constitute grounds to withhold, revoke, limit or impose conditions on the operating authorisation or technical permission of an airline or airlines of the other Contracting Party. When required by an emergency, a Contracting Party may take interim action prior to the expiry of 15 days.

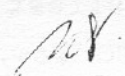





ARTICLE 10

Airport Fees and Charges

Fees and charges imposed in the territory of either Contracting Part for the use of airports and other aviation facilities by the aircraft of the designated airline or airlines of the other Contracting Part shall not be higher than those imposed on aircraft of an airline of the first Contracting Party engaged in similar international air services.



## ARTICLE 11

### Customs Charges and Procedures

Aircraft operated on international air services by the designated airline or airlines of either Contracting Party, as well as the fuel, lubricants, spare parts, equipment and aircraft stores (including food, alcoholic and non-alcoholic drinks and tobacco) on board such aircraft on arriving in the territory of the other Contracting Party shall, to the fullest extent possible under that Contracting Party's national law and EC law, be exempt from all customs duties, inspection fees and other charges and taxes, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

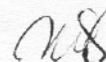
Fuel, lubricants, spare parts, equipment and aircraft stores (including food, alcoholic and non-alcoholic drinks and tobacco) delivered or which are to be delivered by the designated airline or airlines of either Contracting Party to the territory of the other Contracting Party for its operational needs shall, to the fullest extent possible under that Contracting Party's national law and EC law, be exempt from all customs duties, inspection fees and other charges and taxes on their arrival, departure and while within the territory of that other Contracting Party.

The following shall, to the fullest extent possible under each Contracting Party's national law and EC law, also be exempt from such customs duties, fees, charges and taxes, with the exception of charges corresponding to services performed:

- (a) aircraft stores (including food, alcoholic and non-alcoholic drinks) taken on board aircraft in the territory of either Contracting Party for use on board aircraft used in the operation of international air services by the designated airline or airlines of the other Contracting Party;
- (b) spare parts and equipment entered into the territory of either Contracting Party for the maintenance or repair of aircraft used in the operation of international air services by the designated airline or airlines of the other Contracting Party;

(c) fuel and lubricants destined for use in the operation of international air services by the designated airline or airlines 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.

4. Supplies referred to in paragraphs 1 to 3 of this Article may be required to be kept under customs supervision or control.
5. 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 other 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.
6. Passengers, baggage, cargo and mail in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purposes shall, except in respect of security measures against violence, air piracy and smuggling of controlled drugs, 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.





ARTICLE 12

Airline Representation, Ticketing and Sales Promotion

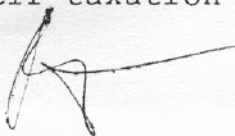
1. The designated airline of each Contracting Party shall have the opportunity as that afforded to the airline or airlines of the Contracting Party in the territory of the other Contracting Party, subject to the laws and regulations of the other Contracting Party, the technical and commercial personnel for the performance of the agreed services on the specified routes and to establish and operate offices in the territory of the other Contracting Party.
2. The designated airline of each Contracting Party shall further exercise the right to issue all kinds of documents of carriage and to advertise and promote sales in the territory of the other Contracting Party.

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ARTICLE 13  
Transfer of Funds

1. All the accounts between the designated airlines shall be done in convertible currency.
2. Each Contracting Party shall grant to the airline or airlines designated by the other Contracting Party permission to transfer without any restriction to the Head Office of the said airline, in accordance with the rules and regulations existing with regard to currency exchange control, the profit arising in respect of its operation of the agreed services in the territory of the other Contracting Party.
3. Nothing in this Agreement shall affect the rights of either Contracting Party to impose taxes on income or capital gains in accordance with their taxation legislation.

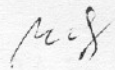



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ARTICLE 14  
Consultations

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

The aeronautical authorities of either Contracting Party may request consultations, through discussions or correspondence, which shall commence within a period of sixty (60) days from the date of receipt of the request, unless both aeronautical authorities agree to an extension of this period.



ARTICLE 15  
Settlement of Disputes

1. Any dispute relating to the interpretation or application of the Agreement or the Annex thereto shall be settled by direct negotiations between the aeronautical authorities of the Contracting Parties. Such negotiations shall commence as soon as practicable but in any event later than sixty (60) days from the date of receipt of a request for such negotiations, unless otherwise agreed by the aeronautical authorities.
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 within a period of sixty 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 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 Organisation may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In all cases, the third arbitrator shall be a national of a third State and shall act as President of an arbitral body.
3. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.

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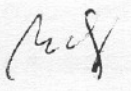

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ARTICLE 16  
Modification

If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, including the Annex thereto, it may request consultations between the aeronautical authorities of both Contracting Parties in relation to the proposed modification. Such consultations shall commence within a period of sixty days (60) days of the date of receipt of the request. Any modifications so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes by both Contracting Parties, through the diplomatic channel.

A modification to the Annex may be made by direct agreement between the aeronautical authorities of both Contracting Parties and shall enter into force when it has been confirmed by exchange of diplomatic notes, through the diplomatic channel.



ARTICLE 17

Registration with ICAO and the UN

This Agreement and all amendments thereto shall be registered with the Council of the International Civil Aviation Organisation.

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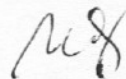
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ARTICLE 18

Applicability of Multilateral Agreements or Conventions

This Agreement, including its Annex, shall be amended by an exchange of diplomatic notes between the Contracting Parties in order to adapt it, where necessary, to any Multilateral Agreement or Convention to which both Contracting Parties are party.

If any provision of the Agreement conflicts with an obligation which either Contracting Party may have towards a third Party, both Contracting Parties shall enter into consultations, in accordance with Article 15, to amend the Agreement in order to resolve any such conflict as soon as possible.

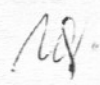



ARTICLE 19

Notice of Termination of Agreement

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 sent simultaneously to the International Civil Aviation Organisation. 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 Organisation.





ARTICLE 20

Entry into Force

This agreement shall come into force on the date of its signature.

Done at                      this                      day of                      in duplicate, in the  
English and Armenian languages, both texts being equally authentic.  
In the event of any inconsistency between the two texts, the English  
text shall prevail.

FOR THE GOVERNMENT OF IRELAND

FOR THE GOVERNMENT OF  
THE REPUBLIC OF

ARMENIA

ANNEX

Routes and Rights

(to be Negotiated)

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