

AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF ARMENIA AND
THE GOVERNMENT OF THE FRENCH REPUBLIC
RELATING TO AIR SERVICES

The Government of the Republic of Armenia and the Government of the French Republic (hereinafter referred to as "the Contracting Parties"),

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on December 7, 1944 and,

Desiring to conclude an Agreement complementary to the said Convention 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 the present Agreement unless otherwise stated:

(a) the term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on December 7, 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 so far as those Annexes and amendments have been adopted by both Contracting Parties;

(b) the term "Aeronautical Authorities" means in the case of the Republic of Armenia, " the General Department of Civil Aviation at the Government of the Republic of Armenia", and in the case of the French Republic, " la Direction Generale de l'Aviation Civile", or in both case, any person or body authorized to perform functions exercised by the above-mentioned authorities or similar functions;

(c) the term "designated airline" means an airline which has been designated in accordance with Article 3 of the present Agreement;

(d) the term "territory" has the meaning assigned to it in Article 2 of the Convention;

(e) 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;

(f) the term "specified routes" means the routes specified in the route schedule attached to the present Agreement;

(g) the term "agreed services" means scheduled air services performed for the transport of passengers, mail and cargo, separately or in combination, for compensation, on the specified routes;

(h) the term "tariff¹" means the prices to be paid, applied by airlines directly or through their agents, for the carriage of passengers, baggage and cargo, and the conditions under which those prices apply, and including the remuneration and conditions offered to agencies, but excluding remuneration or conditions for the carriage of mail;

(i) the term "user charges" means a charge made to airlines by the competent authorities for the use of an airport or of air navigation facilities for aircraft, their crews, passengers and cargo;

(j) The term "Agreement" means the present Agreement, the Annexes attached thereto and any amendments to the Agreement or to the Annexes agreed according to the provisions of Article 19 of the present Agreement.

2. The Annex forms an integral part of the present Agreement, All references to the Agreement shall include the Annex unless explicitly agreed otherwise.

ARTICLE 2

GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the following rights for the conduct of scheduled and non-scheduled international air services by airlines of the other Contracting Party:

- (a) the right to fly across its territory without landing;
- (b) the right to make stops in its territory for non-traffic purposes.

2. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing and operating scheduled international air services on the routes specified in the Annex to the present Agreement. While operating agreed services on specified routes, an airline designated by one Contracting Party shall enjoy, in addition to the rights specified in paragraph 1 of the present Article, the right to make stops in the territory of the other Contracting Party at the points specified on the specified routes for the purpose of taking on board and discharging passengers and cargo including mail, separately or in combination, destined to or originating from the territory of the first Contracting Party.

3. Nothing in the present Agreement shall be deemed to confer on the airline of one Contracting Party the right to take on board, in the territory of the other Contracting Party passengers, their baggage, and cargo including mail carried for hire or reward and destined for another point within the territory of that other Contracting Party.

ARTICLE 3

DESIGNATION AND AUTHORIZATION OF AIRLINES

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes. These designations are made through diplomatic channel.

2. On receipt of a designation by one Contracting Party made in accordance with the provisions of paragraph 1 of the present Article, and on application from the designated airline, in the form and manner prescribed, the Aeronautical Authorities of the other Contracting Party shall grant, with minimum delay, the appropriate operating authorizations, provided:

(a) substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of the state of that Contracting Party;

(b) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air transportation by the Contracting Party considering the application or applications in conformity with the provisions of the Convention; and

(c) the Contracting Party designating the airline is maintaining and administering the standards set forth in Articles 8 and 18.

3, When an airline has been so designated and authorized it may begin at any time to operate the agreed services, subject to the respect of the provisions of the present Agreement,

ARTICLE 4

WITHDRAWAL OR SUSPENSION OF AN OPERATING AUTHORIZATION

1. Each Contracting Party shall have the right to revoke an operating authorization or suspend the exercise of the rights granted in the present Agreement to an airline designated by the other Contracting Party, or to impose such conditions on the exercise of these rights as it may deem necessary:

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

(b) in the case of failure by that airline to comply with the laws or regulations normally and reasonably applied to the operation of international air transportation by the Contracting Party granting those rights; and

(c) in any case the other Contracting Party fails to maintain and administer the standards set forth in this Agreement, especially in Articles 8 and 18.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of the present Article is essential to prevent further infringements of laws and regulations, or of the provisions of this Agreement, such right shall be exercised only after consultations with the other Contracting Party. Such consultations shall take place prior to the expiry of thirty (30) days following the request by one Contracting Party, unless both Contracting Parties otherwise agree.

ARTICLE 5

PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

1. Each Contracting Party assures that there shall be for the designated airlines of both Contracting Parties fair and equal opportunities in the operation of the agreed services on account of the present Agreement. Each Contracting Party shall make sure that its designated airline or airlines operate(s) in conditions permitting the respect of this principle.

2. For the operation of the agreed services, each Contracting Party makes sure that its designated airline or airlines take(s) into account the interests of the airline or airlines designated by the other Contracting Party so as not to affect unduly the services which the latter provides on whole or part of the common routes.

3. The agreed services to be operated by the designated airlines of the Contracting Parties between their respective territories on the specified routes shall bear close relationship to the requirements of the public for transportation and shall have as their primary objective the

provision, at a reasonable load factor compatible with tariffs in compliance with the provisions of Article 14 of the present Agreement, of capacity adequate to meet the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail in order to favor orderly developed air services between the territories of the Contracting Parties.

4. Provision by designated airlines for the carriage of traffic originating in or destined for points on its specified route in the territories of third countries shall be made in accordance with the general principles that capacity shall be related to:

- (a) the requirements of traffic originating in or destined for the territory of the Contracting Party which has designated the airlines;
- (b) the traffic requirements of the area through which the airline passes, after taking account of local and regional services; and
- (c) the requirements of through airline operations.

ARTICLE 6

APPLICATION OF LAWS AND REGULATIONS

1. The laws, regulations and procedures of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air services or relating to the operation and navigation of such aircraft, while within the territory, shall apply to aircraft of the designated airline or airlines of the other Contracting Party and shall be applied to such aircraft upon entrance into or departure from or while within the territory of the first Contracting Party.

2. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, baggage, crew and cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers, baggage, crew and cargo of the airline or airlines of the other Contracting Party while entering within, or leaving the territory of one Contracting Party.

3. The laws and regulations mentioned in paragraphs 1 and 2 of the present Article are the same as those applying to the national aircraft engaged in similar international air services as well as those applying to passengers, baggage, crew, cargo and mail carried by those aircraft.

ARTICLE 7

CERTIFICATES OF AIRWORTHINESS, CERTIFICATES OF COMPETENCE AND LICENCES

1. Certificates of airworthiness, certificates of competence and licences issued or validated by one Contracting Party, shall be recognized as valid by the other Contracting Party for the purpose of operating air services on specified routes provided that the requirements

under which such certificates or licences were issued or rendered valid at least equal the minimum standards which may be established pursuant to the Convention.

2. Each Contracting Party, however, reserves the right not to recognize as valid, for the purpose of flight over its own territory, certificates of competence and licences granted to its own nationals by the other Contracting Party or by another State.

ARTICLE 8

AVIATION 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, aircrews, aircraft and their operation. Such consultations shall take place within thirty (30) days of that request.

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

3. Notwithstanding the obligations mentioned in Article 33 of the Chicago Convention, it is agreed that any aircraft operated or leased by the airline or airlines of one Contracting Party on services to or from the territory of another Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorities representative 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 Chicago 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 Chicago Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Chicago Convention, be free to conclude that the requirements under which certificates or licences in respect of that aircraft or in respect of the operator or crew of that aircraft had been issued or rendered valid are not equal to or above the minimum standards established at that time pursuant to the Chicago 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 above is denied, the other Contracting Party shall be free to infer that serious



concerns of the type referred to in paragraph 4 above arise and draw the conclusions referred in that paragraph.

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

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

ARTICLE 9

USER CHARGES

1. User charges, that may be imposed by the relevant authorities or bodies from one Contracting Party on the designated airline or airlines of the other Contracting Party for the use of facilities and services of airports, safety, security, air navigation and other facilities under their control shall be just, reasonable, non discriminatory and equitably apportioned among categories of users. They shall not be higher than those imposed for the use of such services and facilities by any other airline operating same or similar international services.

2. These charges may reflect, but shall not exceed, an equitable proportion of the total cost supported for the disposal of the facilities and services of airports as well as the safety, security and air navigation services and facilities. The services and facilities for which charges are made, shall be provided on an economic and efficient basis. The authorities or relevant bodies of each Contracting Party shall notify to the designated airline or airlines of the other Contracting Party of any project of significant change concerning these charges; such a notification shall take place in a reasonable delay before appliance of the change. Each Contracting Party shall encourage consultations between the authorities or relevant bodies on its territory and the airlines using the services and facilities in case of an increase of charges.

ARTICLE 10

CUSTOMS DUTIES AND TAXES

1. While entering within the territory of one Contracting Party, aircraft operated on international air services by the designated airline or airlines of the other Contracting Party, as well as their regular equipment, fuel and lubricants, consumable technical supplies, spare parts including engines, and aircraft stores (including but not limited to such items as food, beverages and liquor, tobacco and other products destined for sell or use by the passengers in limited quantities during the flight), ground equipment as well as other items intended for or used solely in connection with the operation or maintenance of aircraft operating an international air service, shall be, on a temporary basis and until their reexportation, on the basis of reciprocity, admitted in exemption of all customs duties, import restrictions, property taxes, capital levies, inspection fees, excise taxes, and similar fees and charges imposed by the national or local authorities, provided such equipment and supplies remain on board the aircraft.



2. There shall also be exempt, on the basis of reciprocity, from the taxes, duties, inspection fees and charges referred to in paragraph 1 of the present Article, with the exception of charges based on the cost of the services provided:

(a) aircraft stores introduced into or supplied in the territory of a Contracting Party and taken on board, within reasonable limits, for use on outbound aircraft of the designated airline or airlines of the other Contracting Party operating international air services, even when these stores are to be used on a part of the journey performed over the territory of the Contracting Party in which they are taken on board;

(b) regular equipment, spare parts, including engines, introduced into the territory of a Contracting Party and for the servicing, maintenance, repair and supplying of aircraft of a designated airline of the other Contracting Party engaged in international air services;

(c) fuel, lubricants and technical consumable supplies, introduced into or supplied in the territory of one Contracting Party for use on an aircraft of a designated airline of a Contracting Party engaged in international air services, even when these supplies are to be used on a part of the journey performed over the territory of the Contracting Party in which they are taken on board;

(d) printed documents and promotional advertising materials including but not limited to, timetables, brochures, printed forms introduced into the territory of one Contracting Party and intended to be given away for free by the designated airline or airlines of the other Contracting Party.

3. The equipment and supplies referred to in paragraphs 1 and 2 of the present Article may be required to be kept under the supervision or control of the appropriate authorities.

4. The exemptions provided by the present Article shall also be available where the designated airline or airlines of one Contracting Party have contracted with another airline, which similarly enjoys such exemptions from the other Contracting Party, for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraphs 1 and 2 of the present Article.

ARTICLE 11

COMMERCIAL OPPORTUNITIES

1. The designated airline or airlines of one Contracting Party have the right, on the basis of reciprocity, to establish offices in the territory of the other Contracting Party in order to promote and sell air transportation, with respect to laws and regulations of the latter Contracting Party in force.

2. The designated airline or airlines of one Contracting Party shall be entitled, on the basis of reciprocity and in accordance with the laws and regulations of the other Contracting Party related to entry, residence and employment, to bring in and maintain on the territory of the other Contracting Party its or their own managerial, operational and commercial staff and other specialist staff required for the provision of air transportation.

3. Each Contracting Party shall grant, with respect to its laws and regulations in force, to the requisite staff of the designated airline or airlines of the other Contracting Party, on the basis of reciprocity, authorized access on its territory to the airport and the areas concerned



by the aircraft operations, crew, passengers and cargo of an designated by the other Contracting Party.

4. Each Contracting Party shall grant, in accordance with its laws and regulations, on the basis of reciprocity, the designated airline or airlines of the other Contracting Party, the right to bring in and maintain on its territory, additional staff required by such designated airline or airlines of the other Contracting Party for its or their operations for short periods not exceeding ninety (90) days.

5. The Contracting Parties shall make sure that the passengers, without regard to nationality, may purchase tickets from the airline of their choice, in local currency or in freely convertible currency accepted for sale by that airline. These principles shall also apply to cargo transportation.

6. On the basis of reciprocity, the designated airline or airlines of one Contracting Party shall be granted, in the territory of the other Contracting Party, the right to engage, in local currency or in any freely convertible currency, with its or their tickets, in the sale of passenger and cargo air transportation in its or their own offices and through accredited agents of its or their choice. The designated airline or airlines of one Contracting Party shall have the right, thence, to open and maintain, in the territory of the other Contracting Party, nominative bank accounts in the currency of either Contracting Party or in any freely convertible currency at its or their discretion.

7. In operating or holding out the authorized services on the agreed routes, provided that all airlines in such arrangements (a) hold the appropriate authority and (b) meet the requirements normally applied to such arrangements, any designated airline of one Contracting Party may enter into cooperative marketing arrangements such as blocked-space, code-sharing or leasing arrangements, with:

i) an airline or airlines of either Contracting Party; and

ii) an airline or airlines of a third country, provided that such third country authorizes or allows comparable arrangements between the designated airlines of the other Contracting Party and other airlines on services to, from and via such third country.

Such cooperative marketing arrangements shall be filed by the airlines concerned with the Aeronautical Authorities of both Contracting Parties at least forty five (45) days before its proposed introduction. Such cooperative marketing arrangements are subject to approval by the Aeronautical Authorities of both Contracting Parties,

ARTICLE 12

TRANSFER OF EARNINGS EXCEDENT

1. Each Contracting Party shall grant, on the basis of reciprocity, on demand, to the designated airline or airlines of the other Contracting Party, the right to convert and to remit to the territory or territories of its or their choice the excess of local receipts coming from the sale of air transportation services and closely linked activities over the expenditure in the territory of the other Contracting Party. Conversion and remittance shall be permitted expeditiously, without

restriction or taxation, at the exchange rate applicable to current transactions and remittance at the time the airline makes the initial application for remittance.

2. Each Contracting Party shall grant the designated airline or airlines of the other Contracting Party the right to use part or all of its or their receipts earned on the territory of the other Contracting Party, for the payment of all charges related to its or their transportation activity (including purchases of fuel) and other activities linked to air transportation.

3. In so far as payment services between the Contracting Parties is governed by a special agreement, the said agreement shall apply.

ARTICLE 13

GROUND HANDLING

The designated airline or airlines of one Contracting Party shall, in the territory of the other Contracting Party, enjoy ground handling services equivalent to those provided to the other airlines offering similar international air services.

ARTICLE 14

TARIFFS

1. The tariffs to be charged by the designated airline or airlines 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, characteristics of services, commission rates, reasonable profit and the tariffs of other airlines. The Aeronautical Authorities of both Contracting Parties shall make sure that the designated airlines respect the criteria defined above.

2. If the Aeronautical Authorities of one Contracting Party consider that one or more tariffs offered by a designated airline of the other Contracting Party do not meet the criteria defined in paragraph 1 of the present Article, they may, without prejudice of the application of the provisions of Article 5 of the present Agreement, request consultations on this matter with the Aeronautical Authorities of the other Contracting Party. Such consultations shall take place within a period of thirty (30) days of the receipt of the request.

3. The tariffs referred to in paragraph 1 of the present Article may be set jointly by the designated airlines of both Contracting Parties. Such agreement shall, whenever possible, be reached by the use of the procedures of the International Air Transport Association or a similar body

4. The tariffs so agreed shall be submitted for due approval of the Aeronautical Authorities at least thirty (30) days before the proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the said Authorities. The Aeronautical Authorities notify their decision about these tariffs to the designated airlines within a period of thirty (30) days following their filing. If neither of the Aeronautical Authorities has expressed its dissatisfaction with any tariff proposed in accordance with this paragraph within a period of thirty (30) days, the tariff shall be considered as approved.



5. If tariffs cannot be established in accordance with provisions of paragraph 3 of the present Article, or If the Aeronautical Authorities of one Contracting Party gives the Aeronautical Authorities of the other Contracting Party notice of their dissatisfaction with any tariff established according to the provisions of paragraph 3 of the present Article, the Aeronautical Authorities of the Contracting Parties shall endeavor to determine the tariffs by agreement between themselves. In this respect, the Aeronautical Authorities of the Contracting Parties hold technical consultations within a period not exceeding thirty (30) days following the demand of consultations by one Contracting Party.

6. If the Aeronautical Authorities of the Contracting Parties can not agree on the approval of any tariff submitted to them under paragraph 4 of the present Article, or on the determination of tariffs under paragraph 5 of the present Article, the dispute shall then be settled in accordance with the provisions of Article 20 of the present Agreement.

7. A tariff established in accordance with the provisions of the present Article shall remain in force, except if removed by the concerned designated airline or airlines, until the possible limit of its validity or until new tariffs have been approved. Nevertheless, tariffs shall not be prolonged by virtue of the present paragraph for more than twelve (12) months after the date on which they would otherwise have expired, except in case of a specific agreement between the Contracting Parties.

8. The Aeronautical Authorities of both Contracting Parties might disapprove tariffs which are unreasonably discriminatory, unduly high or restrictive because of an abuse of dominant position, or artificially low because of direct or indirect subsidy or support, or may result in a price dumping.

ARTICLE 15

APPROVAL OF TIMETABLES

1. The timetables of the designated airline or airlines of one Contracting Party shall be submitted for approval to the Aeronautical Authorities of the other Contracting Party.

2. These timetables shall be communicated at least thirty (30) days prior to the beginning of the operations and shall specify in particular the schedules, frequency of services, types of aircraft, configurations and numbers of seats to be made available to the public. In some cases this delay of thirty (30) days may be reduced subject to an agreement between the Aeronautical Authorities of both Contracting Parties,

3. Any change to the approved timetables of a designated airline of one Contracting Party shall be submitted for approval to the Aeronautical Authorities of the other Contracting Party.

ARTICLE 16

TRANSIT

1. Transit passengers and cargo through the territory of one Contracting Party are submitted to a simplified control.
2. Cargo and baggage in transit through the territory of one Contracting Party shall be exempt from all customs duties, inspection fees and other duties and charges.

ARTICLE 17

STATISTICS

The Aeronautical Authorities of one Contracting Party shall provide or shall cause their designated airline or airlines to provide the Aeronautical Authorities of the other Contracting Party, on request of the Aeronautical Authorities of the other Contracting Party, the statements of statistics as may be reasonably required for the purpose of reviewing the operation of the agreed services.

ARTICLE 18

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 and integral part of this Agreement, Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, Supplementary to the Convention or the Suppression of Unlawful Acts against the Safety of Civil Aviation, opened for signature at Montreal on 24 February 1988, the Convention on Marking of Plastic Explosives for the Purpose of Detection signed at Montreal on 1 March 1991 and any other multilateral agreement governing civil aviation security binding upon both Contracting Parties,

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 on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties ; they shall require that 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. In the present paragraph the reference to the aviation security provisions includes any difference notified by the concerned Contracting Party. Each Contracting Party shall give advance information to the other Contracting Party of its intention to notify any difference concerning these provisions.

4. Each Contracting Party agrees that its operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 of the present Article required by the other Contracting Party, in conformity with Article 6 of the present Agreement for entry into, departure from, or while within the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crews, their baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat,

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of passengers, crews, aircraft, airports and 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. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions related to aviation security provided for in the present Article, the first Contracting Party may request immediate consultations with the other Contracting Party. Without prejudice to the provisions of Article 4 of the present Agreement, failure to reach a satisfactory agreement within fifteen (15) day from the date of such request shall constitute grounds for suspension of the rights granted to the Contracting Parties under the present Agreement. When required by an emergency presenting a direct and exceptional threat to the security of passengers, crew or aircraft of one Contracting Party and if the other Contracting Party has not adequately fulfilled its obligations under paragraphs 4 and 5 of the present Article, a Contracting Party may take immediately the appropriate provisional protection measures to ward off the threat. Any action taken in accordance with the present paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of the present Article.

ARTICLE 19

CONSULTATIONS AND MODIFICATIONS

1. In a spirit of close cooperation, the Aeronautical Authorities of the Contracting Parties shall consult as often as deemed necessary with a view to ensuring the satisfactory implementation of the principles and provisions of the present Agreement. Such consultations shall begin within a period of sixty (60) days of the date of receipt of a request for consultations by a Contracting Party.

2. Each Contracting Party may at any time request consultations with the other Contracting Party in a view to interpret the dispositions of the present Agreement or to make any amendment or modification to the provision of the present Agreement or its Annex it considers desirable. Such consultations may be held between Aeronautical Authorities and may be

through discussion or by correspondence. These consultations shall begin within a period of sixty (60) days from the date of the request for consultations by one Contracting Party.

3. The amendments or modifications to the present Agreement agreed upon between the Contracting Parties shall be formulated in the form of separate Protocol. Such Protocol shall form an integral part of the present Agreement and shall come into effect in a manner specified for the entry into force of the present Agreement.

ARTICLE 20

SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavor to settle it by direct negotiations between Aeronautical Authorities in accordance with the dispositions of the Article 19 of the present Agreement.

2. If the Aeronautical Authorities of the Contracting Parties fail to reach an agreement, the settlement of dispute may be sought through diplomatic consultations. Such consultations begin within a period of no more than sixty (60) days following the date of receipt of a request for consultations by one Contracting Party.

3. If the Contracting Parties fail to reach a settlement through negotiations in accordance with paragraphs 1 and 2 of the present Article, they may agree to refer the dispute for decision to some person or body mutually agreed; or shall at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators. In such case, each Contracting Party shall name an arbitrator and the third one, who shall not be a national of either Contracting Party, shall be appointed by the two so nominated and shall act as a President of the tribunal. Each of the Contracting Parties shall nominate its 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; the third arbitrator is chosen in the sixty (60) days following the designation of the first two arbitrators. If either Contracting Party fails to nominate its 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 at the request of either Contracting Party appoint an arbitrator or arbitrators as the case requires.

4. The arbitrage tribunal freely determines its procedures. The expenses of the national arbitrators shall be borne by the Contracting Party that nominated him. All other expenses of the arbitrage tribunal shall be shared equally between the Contracting Parties.

5. The Contracting Parties shall comply with any decisions given under paragraph 3 of the present Article.

6. In any case where one of the Contracting Parties does not comply with a decision given in pursuance of paragraph 3 of the present Article and for as long as it so does, the other Contracting Party may limit, refuse or revoke any right or privilege granted under the present Agreement to the offending Contracting Party or to the offending designated airline.

ARTICLE 21

MULTILATERAL AGREEMENTS

ff, after the entry into force of this Agreement, both Contracting Parties become bound by a multilateral agreement that addresses matters covered by this Agreement, the provisions of such agreement shall prevail. Both Contracting Parties may hold consultations in accordance with Article 19 of the present Agreement with a view to determine the extent to which the present Agreement is affected by the provisions of such multilateral agreement and whether this Agreement should be revised to take account this multilateral agreement.

ARTICLE 22

TERMINATION

Each Contracting Party may at any time give notice in writing through diplomatic channels of its decision to terminate the present Agreement. Such notice shall be communicated simultaneously 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 default of acknowledgment of receipt by the other Contracting Party, the notice shall be deemed to have been received fifteen (15) days after the date on which the International Civil Aviation Organization acknowledged receipt thereof.

ARTICLE 23

REGISTRATION WITH THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

The present Agreement shall be registered with the International Civil Aviation Organization.

ARTICLE 24

ENTRY INTO FORCE

Each Contracting Party shall notify the other Contracting Party when the required institutional formalities regarding the commencement of this Agreement have been carried out and the said Agreement shall come into effect on the date on which the last notification has been received.

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

Done at _____ in duplicate this _____ in the Armenian and French languages, both texts being equally authentic.

FOR THE GOVERNMENT OF
THE REPUBLIC OF ARMENIA

FOR THE GOVERNMENT OF
THE FRENCH REPUBLIC

ANNEX

SCHEDULE

1. Route to be operated by the designated airline or airlines of the Republic of Armenia:

From points in Armenia to points in metropolitan France and vice versa.

2. Route to be operated the designated airline or airlines of the French Republic:

From points in metropolitan France to points in Armenia and vice versa.

Notes:

a) The designated airline or airlines of each Contracting Party may, at their convenience, on part or whole of its or their services:

- operate flights in one or both directions;
- omit stops in one or more points on the specified routes;
- modify the order of service of the points on the specified routes (includes the possibility to serve intermediary points as beyond points and vice-versa and omit stops in one direction of a service);
- terminate their service on the territory of the other Contracting Party or beyond;

provided the corresponding services start or terminate on the territory of the Contracting Party which designated the airline.

b) The designated airline or airlines of each Contracting Party may, at its or their convenience, on part or whole of its or their services serve any intermediate or beyond points provided no 5th freedom traffic rights are exercised between such points and points in the territory of the other Contracting Party.

c) The exercise of 5th freedom traffic rights by a designated airlines or airlines of each Contracting Party between intermediary points or beyond points in third countries and the territory of the other Contracting Party shall be submitted to an agreement between the Aeronautical Authorities of both Contracting Parties.

d) On any segment of the routes above, a designated airline of any Contracting Party may perform international air transportation without any limitation as to change, at any point on the route (situated in third countries or in the Contracting parties), in type or number of aircraft operated ; provided that in the outbound direction, the transportation beyond such point is in continuation of the transportation from the territory of the Contracting Party that has designated the airline and, in the inbound direction, the transportation to the territory of the Contracting Party that has designated the airline is a continuation of the transportation from beyond such point.

e) Airlines and indirect providers of transportation of both Parties shall be permitted, without restriction, to employ in connection with international air transportation any surface transportation for cargo and mail to or from any points in the territories of the Parties or in third countries, including transport of cargo and mail to and from all airports with customs facilities, and including, where applicable, the right to transport cargo and mail in bond under applicable laws and regulations. Such cargo and marl, whether moving by surface or

by air, shall have access to airport customs processing and facilities. Airlines may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of air transportation. Such intermodal cargo and mail services may be offered at a single, through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation.