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**Published on the website on May 2024**

**Law No (11) of 2023**

**ratifying the convention between the government of the Kingdom of Bahrain and**

**The Government of Turkmenistan concerning Air Services**

We, Hamad bin Isa Al Khalifa King of the Kingdom of Bahrain.

Having reviewed the Constitution,

And the convention between the government of the Kingdom of Bahrain and the Government of Turkmenistan concerning Air Services, signed in Manama on 22 February 2022,

The Shura Council and the Council of Representatives have approved the following law which we have ratified and enacted.

Article One

The convention between the government of the Kingdom of Bahrain and the Government of Turkmenistan concerning Air Services, signed in Manama on 22 February 2022, attached to his law, has been ratified.

Article Two

The Prime Minister and Ministers– each within his jurisdiction- shall implement the provisions of this law and it shall come into force on the day following its publication in the Official Gazette.

King of Kingdom of Bahrain

Hamad bin Isa Al Khalifa

Issued at Riffa Palace:

On: 21 Dhu al-Hijjah 1444 H

Corresponding to: 9 July 2023

**Convention**

**BETWEEN THE GOVERNMENT OF THE KINGDOM OF BAHRAIN**

**AND**

**THE GOVERNMENT OF TURKMENISTAN**

**CONCERNING AIR SERVICES**

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**AGREEMENT**

**BETWEEN THE GOVERNMENT OF TUE KINGDOM OF BAHRAIN**

**AND THE GOVERNMENT OF TURKMENISTAN**

**CONCERNING AIR SERVICES**

The Government of the Kingdom or Bahrain and the Government of Turkmenistan hereinafter referred to as "the Contracting Parties" being Parties in the Convention on international Civil Aviation opened for signature at Chicagoan 7th December 1944;

**Desiring** to promote an international aviation system based on the market competition between airlines:

**Desiring** to promote the expansion of international air services opportunities:

**Recognizing** the efficient and competitive commercial activity in international air services which contributes to the expansion of trade, consumers’ welfare and economic growth:

**Desiring** to make it possible for airlines to offer the traveling public a variety of services options, and wishing to encourage individual airlines to develop and implement innovative and competitive prices; and

**Desiring** to ensure the highest degree of safety and security in international air services and reaffirming their grave concern about ads or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air services, and undermine public confidence in the safety of Civil Aviation

**Have agreed as follows:**

**ARTICLE 1**

**DEFINITIONS**

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

a) The term "Convention"

means the Convention on International Civil Aviation, opened for signature on the seventh day of December 1944, including any annex adopted under Article (90) or that Convention and any amendment or annexes to the Convention under Articles (90) and (94a) thereof so far as those annexes and amendments are applicable for both Contracting Parties;

(B) The term "aeronautical authorities"

means, in the case of the Government of the Kingdom of Bahrain, the Ministry of Transportation and Telecommunication, represented by Civil Aviation Affairs, and in the case or the Government of Turkmenistan, Turkmenhowayollary Agency or the Agency of Transport and Communications under the Cabinet of Ministers of Turkmenistan or, in both cases any person or body who may be authorized to perform any functions at present exercisable by the above mentioned authorities or similar functions;

c) The term "agreed services"

means scheduled international air services on the route(s) specified in the Annex to this Agreement for the transportation of passengers, baggage, cargo and mail;

D) The term "designated airline"

means any airline, which has been designated and authorized in accordance with Article 4 of this Agreement;

E) The term "specified route"

means a route specified in the Annex to this Agreement;

f) The term "capacity"

in relation to an aircraft means the payload of that aircraft available on a route or section or a route, and in relation to an "agreed service" means the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period on a route or section of a route.

g) The term "territory"

has the specified meaning assigned to in Article (2) of the Convention and the term "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings assigned to them in Article (96) of the Convention.

h) The term "tariff'

means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which these prices apply, including commission charges and other additional remuneration for agency or sale of transportation documents but excluding remuneration and conditions for the carriage of mail.

(I)The term "Annex"

means the Annex to this Agreement as amended. The Annex forms an integral part of the Agreement and all references to the Agreement shall include reference to the Annex except where otherwise provided.

(J)The term "ground equipment", "aircraft stores” and "spare parts" have

meanings respectively assigned to them in Annex 9 of the Convention.

**ARTICLE 2**

**APPLICABILITY OF THE CONVENTION**

The provisions of the Agreement shall be subject to 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 for the purpose of operating international air services on the routes specified in the Route Schedule Annex.

2. Subject to the provisions of this Agreement, the airline(s) designated by each Contracting Party shall enjoy exercising, whilst operating the agreed services on specified route the following rights:

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 purpose;

(c) To make stops in the territory of the other Contracting Party at the points specified for that route in the Annex to this Agreement for the purpose of taking on board and/or discharging international traffic (passenger. baggage. cargo, mail) in combination or separately.

3. Nothing in Paragraph 2 of this Article shall be deemed to confer on the designated airline(s) of one Contracting Party the privilege of hiking on board in the territory of the other Contracting Party, passengers, baggage, cargo and mail carried for remuneration and destined to another point in the territory of the other Contracting Party.

4. If because of armed conflict natural calamities political disturbances or disruptive developments, the designated airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate rearrangements of such routes.

**ARTICLE 4**

**DESIGNATION OF AIRLINE AND OPERATING AUTHORIZATIONS**

1. The aeronautical authority of each Contracting Party shall have the right to designate one or more airlines for the purpose or operating the agreed services and to withdraw or alter the designation of any such airline or substitute another airline for one previously designated.

1. Such designations and changes thereto shall be made in writing by the aeronautical authority of the Contracting Party having designated the airline and send by the aeronautical authority or the Contracting Party through diplomatic channels.
2. On receipt or a notice of designation, substitution or alteration thereto, and on application form the designated airlines in the form and manner prescribed, the other Contracting Party shall, grant the appropriate operating authorizations with minimum procedural delay, provided that:

a) Substantial ownership and effective control of that airline are vested in Contracting Party designating the airline or its nationals of that Contracting Party or both; or the main principal place of business located in its territory.

b) The designated airlines are qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party considering the application or applications: and

c) The Contracting Party designating the airline is maintaining and administering the standards set forth in Article 15 (Aviation Safety) and Article 16 (Aviation Security) of this Agreement.

3. When an airline has been so designated and authorized. it may begin at any time to operate the agreed services in whole or in part, provided that a timetable is established in accordance with Article 19 (Timetable Submission) or this Agreement in respect of such services.

**ARTICLE 5**

**REVOCATION OR SUSPENSION OF OPERATING AUTHORIZATION**

1. The aeronautical authority of each Contracting Party shall, with respect to airlines designated by the other Contracting Party, have the right to revoke. suspend or limit any operating authorization where:

a) Substantial ownership and effective control of that airline are not vested in the Contracting Party designating the airline or its national or both; or the main principal place of business is not located in its territory.

b) designated airlines have failed to comply with the laws and regulations referred to in Article 9 of this Agreement

c) The other Contracting Party is not maintaining and administering the standards as set forth in Article 15 (Aviation Safety) and Article 16 (Aviation Security) of this agreement.

2. Unless immediate action is essential to prevent further noncompliance with paragraph 1b of this Article, the rights established by this Article shall be exercised only after consultation with the aeronautical authority of the other Contracting Party, as provided for in article 24 (Consultation and Amendment) of this Agreement.

3. Notwithstanding to paragraph 1 and 2 of this Article, each Contracting Party reserves the right, in exceptional circumstances or during a period of emergency, or in the interest of public safety, and with immediate effect, to temporarily restrict or prohibit flying over its territory and landing on its airports.

**A RTICLE 6**

**EXEMPTION FROM CUSTOMS AND OTHER DUTIES**

1. Aircraft operated on international air services by the designated airlines of either Contracting Party, as well as their regular equipment, supplies of fuel and lubricants, and aircraft stores including food, beverages and tobacco carried on board such aircraft, shall be exempt from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over than territory.
2. Supplies of fuels, lubricants, spare parts, regular equipment and aircraft stores introduced into the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party or taken on board the aircraft operated by such designated airline and intended solely for use in the operation of international air services shall be exempt from all customs duties and taxes imposed in the territory of the first 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 . The materials referred to above may be required to be kept under customs supervision and control.
3. The regular equipment, spare parts. aircraft stores and supplies of MCIS, and lubricants 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 custom authorities of that Contracting Party, who may require that these materials be placed under their supervision up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.
4. Passengers, baggage and cargo in direct transit across the territory of one of the Contracting Party and not leaving the area of the airport reserved for such purpose shall only be subject to statutory control. Baggage and cargo on direct transit shall be exempt from customs duties and other similar taxes.
5. There shall be exempt from all customs duties and / or taxes on a reciprocal basis, official documents bearing the emblem of the airline(s). Such documentation includes luggage tags, air tickets, airway bills. hoarding cards, limitable, office and ground and communication equipment imported into the territory of the Contracting Party for the exclusive use by the designated airline of the other Contracting Party.

**ARTICLE7**

**TARIFFS**

* 1. Each Contracting Party shall allow tariffs for air services to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Contracting Parties shall be limited to: -

(a) Prevention of tariffs whose application constitutes anti-competitive behaviour which has or is likely to or intended to have the effect of crippling a competitor or excluding a competitor from a route;

(b) Protection of consumers from tariffs that me unreasonably high or restrictive due to the abuse of a dominant position; and

(c) Protection of designated airlines from tariffs that are artificially low.

* 1. Tariffs for international air services between the territories of the Contracting Parties shall not be required to be filed.

Notwithstanding the foregoing, the designated airlines of the Contracting Parties shall continue to provide immediate access, on request, to information on historical, existing, and proposed tariffs to the aeronautical authorities or the Contracting Parties in a manner and format acceptable to those aeronautical authorities

* 1. Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a tariff proposed to be charged or charged by a designated airlines of either Contracting Party for international air services.

If either Contracting Party believes that any such tariff is inconsistence with the considerations set forth in paragraph (I) of this Article, it shall request for consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible.

These consultations shall be held not later than 30 days after receipt of the request, and the Contracting Parties shall cooperate in securing information necessary for reasoned resolution of the issue.

If the Contracting Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such mutual agreement to the contrary the tariff shall go into effect or continue in effect.

**ARTICLE 8**

**EXERCISE OF RIGHTS**

1. The designated airline of each Contracting Party shall have fair and equal opportunity to carry on the agreed services of traffic embarked in the territory of one Contracting Party and disembarked in the territory of the other Contracting Party or vice versa and shall regard as being of supplementary character in traffic embarked or disembarked in the territory of the other Contracting Party to and from points enroute. The designated airline of each Contracting Party in providing capacity for the carriage of traffic embarked in the territory or the other Contracting Party and disembarked at points on the specified routes or vice versa shall take into consideration the primary interest of the designated airline of the other Contacting Party in such traffic so as not to affect unduly that interest of the latter airline.
2. The operation or agreed services provided by the designated airline of each Contracting Party shall be closely related to the requirements or the public for transportation on the specified routes, and each shall have as its primary objective the provision of capacity adequate to meet the demands to carry passengers, luggage, cargo and mail embarked or disembarked in the territory of the Contracting Party which has designated the airline.
3. Provision for the carriage of passengers, baggage, cargo and mail embarked in the territory of the other Contracting Party and disembarked at points in third countries on the specified routes or vice versa shall be made in accordance with the general principle that capacity shall be related to:

(a) The requirements of traffic embarked or disembarked in the territory of the Contracting Party, which has designated the airline;

(b) The requirements of traffic of the area through which the airline passes. after taking account of other air services established by airlines of the States situated in the area: and

(c) The requirement of economy of scale through airline operation.

**ARTICLE 9**

**APPLICATION OF LAWS AND REGULATIONS**

1. The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircrafts engaged in international air navigation or flights of such aircraft over that territory shall apply to the designated airline of the other Contracting Party.
2. The laws and regulations of one Contracting Party governing entry into transit, sojourn in, and departure from its territory of passengers, crew, baggage, cargo or mail, specifically regulations governing entry, exit, migration (passport control), customs, health and quarantine shall apply to passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airline of the other Contracting Party upon entrance into, departure from or while they are within the said territory.
3. 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.

**ARTICLE 10**

**RECOGNITION OF CERTIFICATES AND LICENCES**

1. Certificates of airworthiness, certificate of competency and licenses issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services provided for in this Agreement, provided that the requirements under which certificates or licenses were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention.
2. Each Contracting Party, for the purpose of flights above its own territory, reserves the right to refuse to recognize the validity of the airworthiness certificates, certificates of competency and licenses granted to its own nationals by the other Contracting Party or by any other State.

**ARTICLE 11**

**INSURANCE**

Insurance of aircraft and aviation personnel of the Contracting Parties is determined by international standards and is carried out in accordance with the laws and regulations of the Contracting Pa2rties.

**ARTICI.E 12**

**SECURITY OF TRAVEL DOCUMENTS**

Subject to the national laws and regulations of both Contracting Parties, the Contracting Parties agree on the following:

1. To adopt measures to ensure the security of their passports and other travel documents.

2. To establish controls on the lawful creation issuance, verifications and use of passports and other travel documents and identity documents issued by, or on behalf of that Contracting Party.

3. To establish or improve procedures to ensure that travel and identity documents issued by it are of such quality that they cannot easily be misused and cannot readily be unlawfully altered replicated or issued.

4. To issue their passports and other travel documents in accordance with ICAO Travel Documents.

5. To exchange operational information regarding forged or counterfeit travel documents and to cooperate with the other to strengthen resistance to travel documents tampering including the forgery or counterfeiting of travel documents the use of forged or counterfeit travel documents the use of valid travel documents by imposters or the misuse of authentic travel documents, by rightful holders in furtherance of the commission of an offence, the use of expired or revoked travel documents and the use of fraudulently obtained travel documents.

**ARTICLE 13**

**SAFEGUARDS**

1. The Contracting Parties agree that the following airline practices may be regarded as possible unfair competitive practices which may merit closer examination:

a) Charging fares and rates on routes at levels which are, in the aggregate, insufficient to cover the costs of providing the services to which they relate;

b) The addition of excessive capacity or frequency or services:

c) The practices in question are sustained rather than temporary.

d) The practices in question which have a serious economic effect on, or cause significant damage to another airline;

e) The practice in question reflects of crippling, excluding or driving another airline from the market; and

f) Behaviour indicating an-abuse of dominant position on the route.

1. If the aeronautical authorities or one Contracting Party consider that an operation or operations intended or conducted by the designated airlines of the other Contracting Party may constitute unfair competitive behaviour in accordance with the indicators listed in Paragraph (1) of this Article, they may request consultation in accordance with Article (24) (Consultation and Amendment) of this Agreement with a view to resolving the problem. Any such request shall be accompanied by notice of the reasons for the request, and the consultation shall begin within 30 (thirty) days of the request.

3. If the Contracting Parties fail to reach a resolution of the problem through consultation, either Contracting Party may invoke the dispute resolution mechanism under Article (25) (Settlement of Dispute) of this Agreement to resolve the dispute.

**ARTICLE 14**

**INADMISSIBLE AND UNDOCUMENTED PASSENGERS AND DEPORTEES**

1. Each Contracting Party agree to establish effective border controls.
2. In this regard, each Contracting Party agree to implement the Standards and Recommended Practices of Annex (9) (Facilitation) to the Convention concerning inadmissible and undocumented passengers and deportees in order to enhance cooperation to combat illegal migration.
3. Pursuant to the objectives above, each Contracting Party agrees to issue or to accept, as the case may be, the letter relating to "fraudulent falsified, or counterfeit travel documents or genuine documents presented by imposters " set out in Appendix (b) to Annex (9) of the Convention, when taking action under the relevant paragraph of Chapter (3) of Annex (9) regarding the seizure of Fraudulent, falsified or counterfeit travel documents.

**ARTICLE 15**

**AVIATION SAFETY**

1. Each Contracting Party way request consultations at any time concerning safety standards in any area relating to aircrews, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within 30 (thirty) 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 referred to in the previous clause that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform, with those minimum standards and the other Contracting Party to take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within 15 (Fifteen) days or such longer period as may be agreed shall be grounds to suspend operating authorization by the First Contracting Party.

3. Notwithstanding the obligation mentioned in Article (33) of the Convention it is agreed that any aircraft operated by or under a lease agreement, on behalf of the airline(s)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 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 "field inspection"), provided this does not lead to unreasonable delay to the same aircraft.

4. If the field examination or series of field examinations results in any of the following:

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, or safety standards established at that time pursuant to the Convention:

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 flight 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 field impaction of aircraft operated by the airline of one Contacting Party in accordance with Paragraph (3) above is denied by a representative or that airline, 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 in that paragraph.

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

7. Any action taken by one Contracting Party in accordance with Paragraphs (2) or (6) of this Article shall be discontinued once the basis for taking such action ceases to exist.

**ARTICLE 16**

**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 or civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on board Aircrafts , 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, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988 as well as with any other convention or protocol relating to the security of civil aviation to which both Contracting Parties adhere.
2. The Contracting Parties shall provide upon request all necessary assistance 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 ICAO and designated as Annexes to the Convention, they shall require operators of aircrafts of their registry or operators of aircrafts who have their principal place of business or permanent residence in their territory to act in conformity with such aviation security provisions. Each Contracting Party shall advise the other Contracting Party of any difference between its national laws, regulations and practices and the aviation security standards of the Annexes to the Convention. Either Contracting Party may request immediate consultation with the other Contracting Party at any time to discuss any differences.
4. Each Contracting Party agrees that the operators shall 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. 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 consider any request from the other Contracting Party for reasonable special security measures to deal with a particular threat.
5. When an incident or the threat of an incident of unlawful seizure of civil aircrafts or other unlawful acts against the safety of such aircraft, their passengers and crew occurs, the aeronautical authorities of both Contacting Parties shall facilitate communication and other appropriate measures intended to terminate rapidly and safely an incident or threat thereof.

6. Each Contracting Party shall have the right, within 60 (sixty) days following notice for its aeronautical authorities to conduct an assessment in the territory of the other Contacting Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or deplaning to the territory of the first Contracting Party. The administrative arrangements for the conduct of such assessments shall be agreed between the aeronautical authorities and implemented without delay so as to ensure that assessments will be conducted expeditiously.

7. When a Contracting Party has reasonable grounds to believe that other Contracting Party has derogated from the provisions of this Article, the first Contracting Party may request consultations. Such consultations shall start within 30 (thirty) days of receipt of such a request from either Contracting Party. Failure to reach a satisfactory agreement within 30 (thirty) days from the start of consultation shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the airline(s) designated by the other Contracting Party. When justified by an emergency. or to prevent further non-compliance with the provisions of this Article, the first Contracting Party may take interim action at any time.

**ARTICLE 17**

**CODE SHARING**

In operating or holding out the authorized services on the agreed routes, any designated airline of one Contracting Party may enter into code-sharing arrangements with:

(i) an airline of one Contracting Party, or

(ii) an airline or airlines of the other Contracting Party, or

(iii) an airline or airlines of a third country, provided that such third country authorizes or allows comparable arrangements between the airlines of the other party and other airlines on services to from and via such third country,

provided that all airlines in any of the above such arrangements hold the appropriate authority and meet the requirements normally applied to such arrangements.

Each airline involved in code-sharing arrangements pursuant to this paragraph must, in respect of any ticket sold by it, make clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

**ARTICLE 18**

**COMMERCIAL ACTIVITIES**

1. Subject to the laws and regulations of each Contracting Party, each Party shall grant to the designated airline(s) of the other Contracting Party, the rights to sell and market international air services and related products in its own territory including the rights to establish offices, both on-line and off-line.

2. Each Contracting Party shall permit the designated airline(s) of the other Contracting Party to bring into its territory and maintain non-national personnel to perform managerial, commercial, technical operational work for the provision of air transport services, consistent with the laws and regulations of the receiving State concerning entry, residence, and employment.

3. Each Contracting Party shall permit the designated airline(s) of the other Contracting Party to pay the local expenses in its territory including purchases of fuel, in 'local currency or, at the option of the airlines in any freely convertible currency in accordance with the law of the Contracting Party.

4. Each Contracting Party grants the designated airlines of the other Contracting Party the right of free transfer and conversion of income received from the sale of air transportation, exceeding the amount over expenditures without restrictions and discrimination in accordance with the laws and rules of currency regulation or the state on which territory the income is received.

**ARTICLE 19**

**TIMETABLE SUBMISSION**

As long in advance as practicable, but not less than 30 (thirty) days, before the introduction of an agreed service or any modification thereof, or within 30 (thirty) clays after receipt of a request from the aeronautical authorities the designated airline of one Contracting Party shall provide to the aeronautical authorities of the other Contracting Party information regarding the nature of service, time-tables, types of aircraft including the capacity provided on each of the specified routes and any further information as may be required to satisfy the aeronautical authorities of the other Contracting Party that the requirements of this Agreement are being duly observed.

**ARTICLE 20**

**PROVISION OF STATISTICS**

The aeronautical authorities of each Contracting Party shall provide to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required. Such statement shall include all information required to determine the amount of traffic carried by the designated airlines on the agreed services and the origins and destinations of such traffic.

**ARTICLE 21**

**CONFORMITY WITH MULTI LATERAL CONVENTIONS**

In the event of a general multilateral air transport convention accepted by the Contracting Parties entering into force, the provisions of such convention should prevail. Any discussion with a view to determining the extent to which this Agreement is terminated, superseded, amended or supplemental by the provisions of the multilateral convention shall take place in accordance with the relevant Articles of this Agreement.

**ARTICLE 22**

**USER CHARGES**

1. Charges for services and other charges for the use of each airport, including its equipment, technical and other facilities, and services as well as any charges for the use of air navigation facilities, communications facilities and services, have to be made in accordance with the rates and tariffs set by each Contracting Party.

2. The designated airline or airlines of one Contracting Party shall not pay fees higher than those imposed on any other foreign airlines operating similar international air services.

**ARTICLE 23**

**ENVIRONMENTAL PROTECTION**

Both Contracting Parties shall support the need to protect the environment by promoting the sustainable development of aviation. The Contracting Parties agree with regard to operations between their respective territories to comply with Annex (16) to the Convention and the existing ICAO policy and guidance on environmental protection.

**ARTICLE 24**

**CONSULTATION AND AMENDNIENT**

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

2. Such consultation shall begin within a period of 30 (thirty) days from the date of the request, unless this period is extended by the agreement of the civil aeronautical authorities of both Contracting Parties.

3. Each Contracting Party has the right at any time to request consultation with the Contracting Party to amend the provisions of this Agreement.

4. The amendments to this agreement shall be made in the form of a separate protocol constituting its integral part and shall enter into force in accordance with the provisions of Article 28 of this agreement.

5. Notwithstanding the provisions of this Article, the amendments to the Routes Schedule (Annex) attached to this Agreement may be agreed in writing through diplomatic channels between the aeronautical authorities of the Contracting Parties.

**ARTICLE 25**

**SETTLEMENT OF DISPUTE**

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall endeavour to settle it by negotiation.

2. It the Contracting Parties fail to reach a settlement of the dispute by negotiation, they may agree to refer the dispute for decision to an arbitrator, 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 co nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of 60 (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 an additional period of 30 (thirty) 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 ICAO may at the request or either Contracting Party appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State, shall act as President of the tribunal and shall determine the place where the arbitration will be held. If the President considers that he is a national of a State, which cannot be regarded as neutral in relation to the dispute, the most senior Vice President who is not disqualified on that ground shall make the appointment. The arbitral tribunal shall reach its decision by a majority of votes.

3. The costs of the arbitration members appointed by the Contracting Parties and their participation in the arbitration shall be borne by the Contracting Parties that have appointed the members of the arbitrators. The costs of the third arbitrator and other general expenses are equally divided between the Contracting Parties.

4. The Contracting Parties undertake to comply with any decision given under Paragraph (2) or this Article.

5. If and as long as either Contracting Party fails to comply with any decision under Paragraph (2) or this Article, the other Contracting Party may limit, withhold or revoke privileges, which it has granted by virtue of this Agreement to the Contracting Party in default or to a designated airline in default.

**ARTICLE 26**

**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 simultaneously be communicated to the ICAO (International Civil Aviation Organization).

2. In such case this Agreement shall terminate 12 (twelve) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual 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 14 (fourteen) days after the receipt of this notice by the ICAO.

**ARTICLE 27**

**REGISTRATION WITH ICAO**

This Agreement and any amendments thereto shall be registered with the International Civil Aviation Organization.

**ARTICLE 28**

**ENTRY INTO FORCE**

This Agreement shall enter into Force on the thirtieth (30) day from the receipt of the last written notification through which the contracting parties inform each other in writing through diplomatic channels stating that the internal procedures of both Contracting Parties have ended for the entry into force of this agreement.

IN WITNESS WHEREOF. the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done at Manama on the 22nd of February 2023, in duplicate in Arabic, Turkmen and English languages, all texts being equally authentic. In the case of any divergence in interpretation the English text shall prevail.

**FOR THE GOVERNMENT OF THE KINGDOM OF BAHRAIN**

**FOR TWE GOVERNMENT OF TURKMENISTAN**

**ANNEX**

**ROUTES SCHEDULE**

**SCHEDULE 1**

Routes to be operated by the designated airline(s) of the Kingdom of Bahrain:

**Points in the Kingdom of Bahrain**

**Intermediate Points**

**Points of destination**

**Points beyond**

Any

Any

Any

Any

**SCHEDULE 2**

Routes to be operated by the designated airline(s) of Turkmenistan:

**Points in the Turkmenistan**

**Intermediate Points**

**Points of destination**

**Points beyond**

Any

Any

Any

Any

1. Any intermediate point and / or points beyond can be served by the designated airline or airlines of both Contracting Parties without exercising of the 5th freedom of air.
2. The exercise of the 5th air freedom will be subject to agreement between the Aeronautical Authorities of both Contracting Parties.
3. The designated airline or airlines of each Contracting Party may, on any or all flight omit any of the points on the routes indicated above, and may service them in any order, provided that the agreed services on these routes starts in the Contracting Party that designated the airline or airlines.