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**Published on the website on May 2024**

**Legislative Decree No. (1) of 1997 ratifying Air Services Convention between the Government of the State of Bahrain and the Government of the Republic of Uzbekistan**

We, Isa bin Salman Al Khalifa, Emir of the State of Bahrain.

Having reviewed the Constitution;

Emiri Order No. (4) of 1975;

And the Air Services Convention between the Government of the State of Bahrain and the Government of the Republic of Uzbekistan signed in Tashkent on 11 December 1996;

And upon the submission of the Minister of Transportation,

And after the approval of the Council of Ministers,

**Hereby Decree the following Law:**

**Article one**

The Convention between the Government of the State of Bahrain and the Government of the Republic of Uzbekistan signed in Tashkent on 11 December 1996, attached to this Law, has been ratified.

**Article Two**

The Minister of transportation shall implement this Law, and it shall come into force from the date of its publication in the Official Gazette.

**Emir of the State of Bahrain**

**Isa bin Salman Al Khalifa**

**Issued at Riffa Palace:**

**On 4 Ramadan 1417 A.H.**

**Corresponding to 13 January 1997**

**Air Services Convention between the Government of the State of Bahrain and the Government of the Republic of Uzbekistan**

The Government of the State of Bahrain and the Government of the Republic of Uzbekistan, hereinafter referred to as the Contracting Parties, as they are parties to the International Civil Aviation Convention opened for signature in Chicago on the seventh day of December 1944, and desiring to conclude an agreement for the purpose of establishing air services between and beyond their territories, and to ensure the highest degree of security and safety in the field of international air transport, we have agreed to the following:

**Article One**

**Definitions**

1)    For the purposes of the current Convention and unless otherwise defined:

a)       The term “Convention" refers to the Convention on International Civil Aviation opened for signature in Chicago on the seventh day of December in the year 1944, including any annexes adopted under Article (90) of this Convention and any amendments made to the Convention or the annexes under Articles (90) and (94) of the Convention and adopted by both contracting parties.

b) The term “Aviation Authorities” means, in the case of the Government of the State of Bahrain, the Minister of Transportation or the official appointed by him represented by the Undersecretary for Civil Aviation Affairs, and in the case of the Government of the Republic of Uzbekistan, the Director General of Civil Aviation, or in both cases, any other authority or person authorised to carry out the tasks currently exercised by the aforementioned authorities.

c) The term “designated air transport company” refers to the air transport company designated and authorised in accordance with the provisions of Article Four of this Agreement.

d)      The term "tariff" refers to the rates or charges payable for the transportation of passengers, baggage, and cargo, and the conditions governing the application of these rates or charges, including rates or charges and conditions for agency and other supplementary services, excluding rates and conditions for the carriage of mail.

e) The term "territory," for any State, shall have the specific meaning defined in Article Two of the Convention.

f)     The terms “air service”, “international air services”, “airline company” and “stop for non-commercial purposes”, the meaning defined for each of them respectively in Article 96 of the Convention.

g) The term “Agreement” means the current Agreement, its Annex and any amendments to this Convention or the Annex.

2)    It is understood that the titles listed at the head of each article in the present Convention do not limit or expand in any way the meaning of any provision of this Agreement.

**Article Two**

**International Civil Aviation Convention “Chicago 1944”**

The provisions of this Convention are subject to the provisions contained in the aforementioned Convention as long as its provisions apply to international air services.

**Article Three**

**Granting of Air Transport Rights**

1) Each Contracting Party grants the air transport companies of the Other Contracting Party the rights specified in this Convention for the purpose of establishing and operating scheduled international air services on the routes specified in the route schedule attached to this Agreement. These services and routes are called “Agreed Services” and “Specified Routes” respectively.

2) Designated Air transport companies by either Contracting Party shall enjoy the following rights when operating an agreed-upon route:

a) Overflying the territory of the Other Contracting Party without landing.

b) Stopover in the aforementioned territory for non-transportation purposes.

c) Stopover in the aforementioned territory at the points specified on that route in the Schedule of Routes annexed to this Convention for the purpose of landing and taking on international traffic of passengers, goods, and mail.

3) Paragraphs (1) and (2) of this Article shall not grant the air transport companies of either Contracting Party the right to take passengers, goods, or mail in return for compensation or remuneration in the territory of the Other Contracting Party and carry them to another point in the territory of the Other Contracting Party.

**Article Four**

**Designation of Air Transport Companies**

1) Each Contracting Party has the right to designate in writing with the Other Contracting Party one or more airlines for the purpose of operating Agreed Services on the Specified Routes.

2) Upon the receipt of such designation, the Other Contracting Party shall, taking into account the provisions of Paragraphs (3) of this Article and Paragraph (1) of Article Five, without delay, grant the designated air transport company or companies the necessary operating licence.

3) The aviation authorities of either Contracting Party may require the air transport companies of the Other Contracting Party to comply with the requirements of laws and regulations established by those authorities normally and reasonably for the operation of international air services, in accordance with the provisions of the Agreement.

4) Each of the contracting parties shall have the right to withhold the grant of the operating licence referred to in Paragraph (2) of this Article or impose the conditions it deems necessary on the air transport company concerned by the rights that are mentioned in Article (3) of this Agreement, and in any case where the Contracting Party is not convinced that a substantial part of ownership and effective control of this air transport company is vested in the Contracting Party that designated the air transport company or in its nationals.

5) The air transport company that has thus been appointed and granted the operating licence may, at any time, begin operating the Agreed Services, provided that the flight schedule and tariff established in accordance with the provisions of Articles (9) and (15) of this Convention are effective for these services.

**Article Five**

**Withdrawal, Cancellation, or Suspension of Operating Licences**

1) Each Contracting Party shall have the right to refrain from granting or cancelling the operating authorization or suspending the exercise of the air transport company designated by the Other Contracting Party of the rights provided for in Paragraph (3) of Article (3) of this Convention or to impose conditions it deems necessary regarding the exercise of such rights in the following cases:

a) In any case where it is not convinced that the substantial ownership of the air transport company and its effective management are vested in the Contracting Party that designated the air transport company or in the nationals of that Contracting Party.

or

b)  In the event of non-compliance by the air transport company with the laws and regulations of the Contracting Party which granted such rights.

or

c) In the event of the failure of the air transport company to operate in accordance with the conditions stated in this Agreement.

2) If the immediate withdrawal, suspension, or imposition of the conditions mentioned in Paragraph (1) of this Article was not necessary to prevent the continued violation of laws and regulations, this right shall not be exercised except after consultation with the Other Contracting Party.

3) In the event that any action is taken by one of the Contracting Parties in accordance with the provisions of this Article, the rights of the Other Contracting Party set forth in Article (17) of this Convention shall not be affected.

**Article Six**

**Airport Fees**

1- The fees imposed or permitted to be imposed by either Contracting Party for the use of airports and other air facilities under its control by the aircraft of the Other Contracting Party must be reasonable and fair and not be higher than the fees paid by its national aircraft operating in similar international services.

2- Both contracting parties must urge their fee-imposing agencies to consult and coordinate in this regard with the air transport companies appointed by them, which use the services and facilities of airports under their control, through the council of representatives of airlines in their regions. Airport users must also be notified of any proposals for amendments to these fees so that they can express their views on them well before they come into effect.

**Article Seven**

**Exemption from Customs Duties and Others**

1) Aircraft belonging to air transport companies designated by the Other Contracting Party operating on an international air service, as well as fuel reserves, lubricating oils, other consumable technical supplies and spare parts, regular equipment, and aircraft storage, including food, beverages, and tobacco, shall be exempt from customs duties, inspection fees, and other similar fees and taxes when entering or leaving the territory of the Other Contracting Party, on the basis of reciprocity, provided that this equipment and supplies remain on board the aircraft until the time of its re-export, even if they are consumed or used by those aircraft during their flights over that territory.

2) Also exempted from all duties and taxes imposed on imports, on the basis of reciprocity, are all travel tickets, air navigation documents, air transport company documents, and luggage tags bearing the name and logo of the air transport company, which are imported into the territory of either Contracting Party by the designated air transport companies of the Other Contracting Party, or their agents, for the purpose of using it on board its aircraft and to serve its passengers only.

3) Ordinary take-off equipment, as well as materials and supplies on board aircraft belonging to either Contracting Party, may not be unloaded into the territory of the Other Contracting Party, except after the approval of the customs authorities in that territory.

4) Also exempted from the same taxes, customs duties and other levies with the exception of the fees collected for the following provided services:

a) Storage of aircraft taken on board in the territory of one Contracting Party, within limits fixed by the authorities of that Contracting Party, for use on board aircraft departing on an international air service of the Other Contracting Party.

b) Spare parts and regular equipment introduced into the territory of either Contracting Party, for the maintenance and repair of aircraft of the Other Contracting Party used in international air service.

c) Fuel and operating materials brought into the territory of one Contracting Party for use on board aircraft of air transport companies designated by the Other Contracting Party, operating an international air service, even if such supplies are used on part of the flight over the territory of the Contracting Party from which these supplies were shipped.

d) Goods and luggage in the event of direct transit within the territory of either Contracting Party.

5) The materials referred to in Paragraphs (3) and (4) above may be placed under the supervision or control of the customs authorities until they are re-exported or another decision is taken regarding them in accordance with the customs regulations applied in the territory of the Other Contracting Party.

6) The provisions of this Article shall be adopted until both Contracting Parties enter into a special Convention between them regarding the avoidance of mutual double taxation on income resulting from air transport activities for both designated carriers.

**Article Eight**

**Principles Governing the Operation of Agreed Routes**

1. Fair and equal opportunities shall be provided to the air transport companies affiliated with the contracting parties to operate the Agreed Services on the Specified Routes.

2. When operating the Agreed Services, the air transport companies designated by each Contracting Party shall take into account the interests of the air transport company of the Other Contracting Party, so as not to unduly affect the services provided by the latter on the entire air route or a part thereof.

3. Neither Contracting Party has the right to impose any unilateral restrictions on the air transport company designated by the Other Contracting Party regarding capacity, number of flights, and type of aircraft used in accordance with the services provided on the air routes specified in the annex to this Agreement. If any of the contracting parties believes that the operations proposed or provided by the air transport company designated by the Other Contracting Party may unduly affect the Agreed Services provided by its air transport company, it shall request consultations with the other party in accordance with Article (16) of this Agreement.

4. The air transport company or companies of either Contracting Party has the right, in accordance with the regulations and laws of the Other Party for entry, residence, and work, to recruit and retain in the territory of the Other Contracting Party the employees of its administrative, technical, and operations staff and other specialists necessary to provide the agreed upon air services.

5. In accordance with the currency laws and regulations in both countries, the air transport company appointed by either Contracting Party has the right to deal in the sale of travel tickets in the territory of the other party directly or through agents. Likewise, the air transport companies designated by either Contracting Party have the right to sell these tickets, and any person has the right to enjoy the freedom to purchase them, whether in the local currency or any other convertible currency.

**Article Nine**

**Approval of Flight Schedules**

The air transport companies designated by each Contracting Party must submit their proposed flight schedules to the aviation authorities of the Other Contracting Party within a period not exceeding thirty (30) days from the date of operation of any Agreed Services, for approval.

These schedules must also include the type of services provided, the model of aircraft to be used, flight times, and any other information related to operation. In special cases, this period specified above may be reduced with the approval of the aforementioned authorities.

**Article Ten**

**Providing Statistics**

The aviation authorities of either Contracting Party must provide the aviation authorities of the Other Contracting Party, upon request, with periodic statistical statements or other similar information for the purpose of using them in reviewing the capacity provided on the agreed upon services.

**Article Eleven**

**Application of Laws and Regulations**

1- The laws and regulations of either Contracting Party shall apply to the navigation and operation of the aircraft of the concerned company by the Other Contracting Party, during their entry into, presence in, flying over, and departure from the territory of the Other Contracting Party.

2- The laws and regulations in force in one of the contracting parties relating to the entry, stay, or departure of passengers, crew, and goods, including mail, within its territory, such as regulations for entry and exit, immigration, and passports, as well as customs and health procedures, shall be applied to passengers, crew and goods, including mail transported by the air transport company’s aircraft of the Other Contracting Party during their presence in this territory.

3- No Contracting Party may give preference to their own airline or any other airline over the air transport company of the Other Contracting Party when applying its procedures for customs, immigration, passports, quarantine, and similar systems when operating similar international routes.

4- Passengers, luggage, and goods during direct transit through the territory of either Contracting Party without leaving the area designated for this purpose at its airports are subject to simplified control. Goods and luggage are also exempt from customs duties and other similar taxes during their direct transit.

**Article Twelve**

**Transfer of Surplus Revenues**

Each Contracting Party grants the air transport companies designated by the Other Contracting Party the right of free transfer in accordance with the external exchange regulations in force in their respective territories for the surplus revenues over the expenses realised in the territory of each Party by those companies in exchange for the transport of passengers, mail, and goods.

**Article Thirteen**

**Recognition of Certificates and Licences**

1- The Other Contracting Party shall recognise the airworthiness certificates, certificates of eligibility, and licences granted or approved by one of the Contracting Parties, and which are still in effect, for the purpose of exploiting the Agreed Services in the ways indicated in the annex to this Agreement, provided that the requirements for those granted or approved certificates are equivalent to or exceed the minimum specifications stipulated in the Convention. Each Contracting Party also reserves the right not to recognise the certificates of eligibility and licences that it grants for the purpose of crossing over its territory, the Other Contracting Party or any other country for its nationals.

2- Each Contracting Party has the right to request consultations on the standard safety rules followed by the Other Contracting Party relating to flight facilities, air crew, aircraft, and the operations of the air transport companies designated by it. In the event that one of the Contracting Parties discovers through these consultations that the Other Contracting Party does not follow and endorse the implementation of the standard rules for safety and other requirements in this field, or at least those that are equivalent to the minimum standard rules decided in application of this Agreement. The Contracting Party must notify the Other Contracting Party of this, due to the necessity of their commitment to implementing this type of specifications, and the Other Contracting Party must take the necessary measures to amend them accordingly. Each Contracting Party has the right to suspend, cancel, or withdraw the operating licence or technical permit to operate the air transport company designated by the Other Contracting Party in the event that Party does not take these measures within the period specified for that.

**Article Fourteen**

**Aviation Security**

1) The Contracting Parties reaffirm, in line with their rights and obligations under international law, that their obligation to each other to protect civil aviation security from acts of unlawful interference forms part of this Agreement, and without limiting the generality of their rights and obligations under international law, the Contracting Parties must act in particular in accordance with the provisions of the Convention on Crimes and Certain Other Acts Committed on Board Aircraft, signed in 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 on Acts Committed against the Safety of Civil Aviation, signed in Montreal on 23 September 1971.

2) Each Contracting Party shall, upon request, provide to the Other Party all necessary assistance to prevent acts of unlawful seizure of civil aircraft and other unlawful acts committed against the safety of those aircraft, their passengers, crews, airports, air navigation equipment, and services, and to prevent any other threat to civil aviation security.

3) The Contracting Parties must act, within the framework of their mutual relationship, in accordance with the aviation security provisions established by the International Civil Aviation Organisation and specified in Annexes to the Convention on International Civil Aviation to the extent that those security provisions are applicable to the Parties, and they must oblige operators of aircraft registered with them or investors whose main business centre or main residence is in their territories and airport operators in their territories shall act in accordance with the aforementioned aviation security provisions.

4) Each Contracting Party agrees that such investors may be required to observe the security provisions referred to in Paragraph (3) above and which are required by the Other Party for entry into, departure from, or while present in the territory of that Other Contracting Party. Each Contracting Party shall ensure the effective application of appropriate procedures within its territory for the protection of aircraft and shall inspect passengers, crew, hand luggage, other baggage, cargo, and aircraft holds before and during boarding. Each Contracting Party must consider in a positive spirit any request submitted by the Other Contracting Party for the purpose of obtaining special and reasonable measures to address any particular threat.

5) When an incident occurs or there is a threat of an incident of unlawful seizure of civil aircraft or any unlawful acts committed against the safety of such aircraft, their passengers and crews, airports or equipment, and air navigation services, the Contracting Parties agree to cooperate to facilitate communications and other appropriate measures that aims to end this incident or threat thereof quickly and safely.

6) If any Contracting Party faces any problems regarding the application of any aviation security provision of this Article, the aviation authorities of either Contracting Party must request immediate consultations in this regard with the aviation authorities of the Other Party.

**Article Fifteen**

**Tariffs**

1) The tariff imposed by the air transport companies designated by both Contracting Parties must be submitted to the competent aviation authorities of each Contracting Party for approval thirty (30) days before the proposed date of application of the tariff. In special cases, this period may be reduced with the approval of the aforementioned authorities.

2) The tariff referred to in Paragraph (1) of this Article must be set by each of the air transport companies designated by both Contracting Parties by taking into account the commercial considerations prevailing in the market and the following relevant factors:

a) Not allowing the circulation of tariffs that may raise objections because they appear to be unreasonably or excessively discriminatory.

b) Protecting beneficiaries from the exploitation of high and overly restrictive prices resulting from abuse of a controlling position.

c) Protecting air transport companies from artificially low prices due to direct or indirect government subsidy or support.

3) If the application for a tariff is rejected by any of the aviation authorities of one of the contracting parties, it must notify the aviation authorities of the Other Contracting Party of this, indicating the reasons for the rejection.

4) If the aviation authorities of both contracting parties are unable to agree on the tariff presented to them according to Paragraph (1) of this Article, the dispute shall be resolved in accordance with the provisions of Article (17) of the present Agreement.

5) The tariff established in accordance with the provisions of this Article shall remain in effect until a new tariff is established.

**Article Sixteen**

**Consultation and Modification**

1- In the spirit of close cooperation, the Contracting Parties or their aviation authorities shall consult from time to time with the aim of ensuring that the provisions of this Convention and its Annexes are followed in a satisfactory manner.

2- If one of the Contracting Parties considers it desirable to amend the provisions of this Convention and its Annexes, it can request consultation with the Other Contracting Party, and this consultation must begin within (60) days from the date of the request.

3- Amendments to the provisions of this Convention other than the provisions contained in the annex of the Schedule of Routes must be approved by each of the Contracting Parties in accordance with their constitutional procedures and must enter into force after being confirmed through diplomatic channels.

4- Only amendments to the provisions contained in the Annex of the Schedule of Routes can be agreed upon between the aviation authorities of both Contracting Parties.

**Article Seventeen**

**Settlement of Disputes**

1- In the event of any dispute arising between the Contracting Parties regarding the interpretation or application of this Convention or its Annex, they shall first attempt to settle it through negotiation.

2- If the two Contracting Parties do not reach a settlement of the dispute through negotiations, they may agree to refer the subject of the dispute to several persons or a panel to decide on it. If they do not reach any agreement accordingly, the subject of the dispute shall be referred at the request of one of the Contracting Parties to a panel of three arbitrators to decide on it, and each Contracting Party shall appoint one arbitrator, and the third arbitrator shall be appointed by these arbitrators and shall be the head of this panel. Each Contracting Party shall appoint one arbitrator within a period of (60) sixty days from the date on which one of the Contracting Parties receives the memorandum of the Other Contracting Party through diplomatic channels regarding the request to arbitrate the dispute, and the third arbitrator shall be appointed within another period of (60) sixty days. If either Contracting Party fails to appoint an arbitrator within the specified period, or if a third arbitrator is not appointed within the specified period, any Contracting Party may request the President of the Council of the International Civil Aviation Organisation to appoint an arbitrator or two arbitrators as the case requires. In all cases, the third arbitrator must be of a third-country nationality and serves as president of the arbitration panel.

3- The Contracting Parties shall abide by any decision that may be taken by the arbitration panel in accordance with Paragraph (2) of this Article.

**Article Eighteen**

**Termination of the Agreement**

Either of the Contracting Parties may at any time notify the Other Contracting Party of its desire to terminate this Agreement, provided that this notice is simultaneously communicated to the Council of the International Civil Aviation Organisation. In this case, this Convention shall be terminated after a period of twelve (12) months from the date of receipt by the Other Contracting Party of the notice, unless the termination notice has been withdrawn by mutual agreement between the Contracting Parties before the end of such period. If the Other Contracting Party refuses to acknowledge receipt of the notice, it shall be deemed to have received it after a period of fourteen (14) days from the date of receipt of the notice by the Council of the International Civil Aviation Organisation.

**Article Nineteen**

**Conformity with Multilateral Agreements**

If a general multilateral convention concerning air transport enters into force for both Contracting Parties, this Convention and its Annex shall be amended to align with the provisions of the said agreement.

**Article Twenty**

**Registration with the Civil Aviation Organisation**

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

**Article Twenty-One**

**Entry Into Force**

This Convention shall enter into force as of the date on which the Contracting Parties notify each other by diplomatic notes confirming that constitutional procedures have been applied.

In witness thereof, the two delegates authorised by their respective governments signed this Agreement.

Done in Tashkent on this eleventh day of December of 1996 in the Arabic, Uzbek, and English languages, all three texts being equally authentic. In the event of any discrepancy regarding the interpretation of the translation of these texts, the English text shall be used to interpret this Agreement.

**On behalf of the Government of the State of Bahrain                                               On behalf of the Government of the Republic of Uzbekistan**

**Annex**

**Schedule of Routes Annex**

**Part One**

The routes that can be operated in both directions by the airline company designated by the Government of the State of Bahrain:

|  |  |  |  |
| --- | --- | --- | --- |
| From | To | Intermediate Points | Beyond Points |
| (1) | (2) | (3) | (4) |
| Bahrain | Points in Uzbekistan | Any points | Any points |

**Part two**

The routes that can be operated in both directions by the airline company designated by the Government of the Republic of Uzbekistan:

|  |  |  |  |
| --- | --- | --- | --- |
| From | To | Intermediate Points | Beyond Points |
| (1) | (2) | (3) | (4) |
| Uzbekistan | Bahrain | Any points | Any points |