

AIR TRANSPORT AGREEMENT
BETWEEN THE AUSTRIAN FEDERAL GOVERNMENT
AND THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF
SRI LANKA

The Austrian Federal Government and the Government of the Democratic Socialist Republic of Sri Lanka hereinafter referred to as “the Contracting Parties” being Parties to the Convention of International Civil Aviation opened for signature at Chicago on the 7th of December 1944:

Desiring to organize, in a safe and orderly manner, international air services and to promote in the greatest possible measure international cooperation in respect of such services; and

Desiring to establish an Agreement to foster the development of scheduled air services between and beyond their territories.

Have agreed as follows:

Article 1

Definitions

For the purpose of the present Agreement

- a) The term “Convention” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, including any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Article 90 and 94 (a) 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 Austrian Federal Government the Ministry for Transport, Innovation and Technology and in the case of the Government of the Democratic Socialist Republic of Sri Lanka, the Minister in charge of the subject of Civil Aviation or, in both cases, any person or body authorized to perform any functions at present exercised by the said 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 transport of passengers, baggage, cargo and mail;
- d) the term “designated airline” means any airline, which has been designated and authorized in accordance with Article 3 of the present Agreement;
- e) the term “territory” has the meaning assigned to it in Article 2 of the Convention;
- f) the terms “ air service “,”international air service”, “airline” and “stop for non-traffic purposes” have the meaning assigned to term in Article 96 of the Convention;
- g) the term “specified route” means a route specified in the Annex to this Agreement;

- h) the term "capacity" in relation to agreed services means the available payload of the aircraft used on such services, multiplied by the frequency operated by such aircraft over a given period on a route or section of a route;
- i) the term "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those 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;
- j) 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;
- k) the term "user charges" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo;
- l) the term "self-handling" means a situation in which the airport user directly provides for himself one or more categories of ground handling services and concludes no contract of any description with a third party for the provision of such services; for the purpose of this definition among themselves airport users shall not be deemed to be third parties where; a) one hold the majority in the other, or b) a single body has a majority holding in each;
- m) the term "State subsidy or support" means the provision of support on a discriminatory basis to a designated airline, directly or indirectly by the State or by a public or private body designated or controlled by the State. Without limitation, it may include the setting-off of operational losses; the provision of capital, non-refundable grants or loans on privileged terms; the granting of financial advantages by forgoing profits or the recovery of sums due; the forgoing of a normal return on public funds used; tax exemptions; compensation for financial

burdens imposed by the public authorities; or discriminatory access to airport facilities, fuels or other reasonable facilities necessary for the normal operation of air services;

n) references in this Agreement to nationals of the Republic of Austria shall be understood as referring to nationals of European Union Member States;

o) references in this Agreement to airlines of the Republic of Austria shall be understood as referring to airlines designated by the Republic of Austria;

p) references in this Agreement to the “EU Treaties” shall be understood as referring to the Treaty on European Union and the Treaty on the Functioning of the European Union.

Article 2

Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of operating scheduled international air services on the routes specified in the Annex to this Agreement.

2. Subject to the provisions of this Agreement the airlines designated by each Contracting Party shall enjoy, while operating the agreed services on the specified routes, the following rights;

a) The right to fly across its territory without landing and

b) The right to make stops in its territory for non- traffic purposes.

c) The right to make stops in the territory of the other Contracting Party at the points specified in the Annex for the purpose of taking on board and disembarking passengers, baggage, cargo including mail, separately or in combination destined for or coming from point(s) in the territory of the first Contracting Party.

3. Nothing in paragraph (2) shall be deemed to confer on the airlines designated by one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers baggage and cargo including mail for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 3

Designation and Revocation

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline or airlines for the purpose of operating the agreed services on the specified routes and to withdraw the designation of any airline or to substitute another airline for one previously designated.

2. Such designation shall be effected by virtue of written notification between the aeronautical authorities of both Contracting Parties via diplomatic channels.

3. On receipt of such a designation the other Contracting Party shall grant the appropriate authorizations and permissions with minimum procedural delay, provided.

(a) In the case of an airline designated by Austria:

(i) it is established in the territory of the Republic of Austria under the EU Treaties and has a valid OperatingLicence in accordance with European Union law; and

(ii) effective regulatory control of the airline is exercised and maintained by the European Union Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation; and

(iii) the airline is owned directly or through majority ownership and it is effectively controlled by Member States of the European Union or States of the European Free Trade Association and/or by nationals of such states.

(b) In the case of an airline designated by Sri Lanka:

(i) it is established in the territory of Sri Lanka and has a valid Operating Licence in accordance with the applicable law of Sri Lanka.

(ii) the relevant aeronautical authority of Sri Lanka exercises and maintains effective regulatory control of the airline and is responsible for issuing its Air Operator's Certificate; and

(iii) the airline is owned directly or through majority ownership and it is effectively controlled by Sri Lanka and/or by its nationals.

4. The designated airline shall be qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.

5. Either Contracting Party may revoke, suspend or limit the operating authorization or technical permission of an airline designated by the other Contracting party where;

(a) In the case of an airline designated by Austria:

(i) it is not established in the territory of the Republic of Austria under the EU Treaties or does not have a valid Operating Licence in accordance with European Union law; or

(ii) effective regulatory control of the airline is not exercised or not maintained by the European Union member State responsible for issuing its Air Operator's Certificate, or the relevant aeronautical authority is not clearly identified in the designation; or

(iii) the airline is not owned, directly or through majority ownership, or it is not effectively controlled by Member States of the European Union or the European Free Trade Association and/or by nationals of such States.

(iv) the airline is already authorized to operate under a bilateral agreement between Sri Lanka and another European Union Member State and by exercising traffic rights under this Agreement on a route that includes a point in that other

European Union Member State, it would be circumventing restrictions on the traffic rights imposed by that other European Union Member State, or

v) the airline designated holds an Air Operator Certificate issued by a European Union Member State with which Sri Lanka does not have a bilateral air services agreement and that European Union Member State has denied traffic rights to Sri Lanka.

(b) In the case of an airline designated by Sri Lanka:

(i) it is not established in the territory of Sri Lanka or does not have a valid Operating Licence in accordance with the applicable law of Sri Lanka; or

(ii) effective regulatory control of the airline is not exercised or not maintained by the relevant aeronautical authority of Sri Lanka or the relevant aeronautical authority is not responsible of issuing its Air Operator's Certificate; or

(iii) the airline is not owned directly or through majority ownership and it is not effectively controlled by Sri Lanka and/or by its nationals.

6. When an airline has been so designated and authorized in accordance with this Article, it may at any time begin to operate the agreed services, in accordance with the provisions of the present Agreement.

Article 4

Applicability of Laws and Regulations

1. The laws and regulations of one Contracting Party governing entry into, flying over, stay in and departure from its territory shall apply to the aircraft of the airlines designated by the other contracting party.

2. The laws and regulations of one Contracting Party governing entry into stay in and departure from its territory of passengers, crew, cargo and mail, including formalities regarding entry, exit, emigration, immigration, customs, health and quarantine shall apply to passengers, crew, cargo and mail carried by aircraft of

the airlines designated by the other Contracting Party whilst they are within the said territory.

3. Each Contracting Party shall allow the other Contracting Party to implement measures (e.g. the deployment of document specialists) on its territory in order to ensure that only passengers with valid travel documents which are required for the entry in or transit through of the other Contracting Party are carried.

4. Each Contracting Party shall, upon request supply to the other Contracting Party copies of the relevant laws and regulations referred to in this Article.

Article 5

Exemption from Customs and other duties

1. Aircraft operated on agreed services by the designated airlines of either Party, as well as their regular equipment, spare parts (including engines), supplies of fuels and lubricants (including hydraulic fluids) and aircraft stores (including but not limited to such items as food, beverages, liquor, tobacco and other products for sale to or use by passengers during flight) on board such aircraft shall be exempt from all custom duties, inspection fees, not based on the cost of services provided, and other duties or taxes on arriving in the territory of the other Party in accordance with national laws and regulations, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2. Supplies of fuels, lubricants (including hydraulic fluids), spare parts (including engines), regular equipment, aircraft stores, printed ticket stock, air waybills, any printed material bearing insignia of a designated airline of a Party and usual publicity and promotional material distributed without charge by that designated airline introduced into the territory of one Party by or on behalf of a designated airline of the other Party or taken on board the aircraft operated by such designated airline and intended solely for use in the operation of international services, shall be exempt from all duties and charges, including custom duties and inspection fees imposed in the territory of the first Party, not

based on the cost of services provided, in accordance with its national laws and regulations, even when these supplies are to be used on the parts of the journey performed over the territory of the Party in which they are taken on board. The materials referred to above may be required to be kept under customs supervision or control up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations and procedures.

3. The regular airborne equipment, spare parts, aircraft stores and supplies of fuel and lubricants (including hydraulic fluids) retained on board the aircraft of either Party may be unloaded in the territory of the other Party only with the approval of the customs authorities of that 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. The exemptions provided for by this Article shall also be available in situations where the designated airlines of either Party have entered into arrangements with another airline or airlines, for the loan or transfer in the territory of the other Party, of the regular equipment and the other items referred to paragraphs (1) and (2) of this Article, provided that such other airline or airlines similarly enjoy such exemptions from that other Party.

Article 6

User Charges

1. Each Contracting Party shall not impose or permit to be imposed on the airlines designated by the other Contracting Party user charges higher than those imposed on its own airlines operating similar international services.

2. Those charges shall not be higher than the charges imposed upon aircraft of the designated airlines of each Contracting Party engaged in similar international services.

3. Such charges shall be just and reasonable and shall be based on sound economic principles.

Article 7

Traffic in direct transit

Passengers, baggage and cargo including mail in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall be exempt from custom duties charges and other similar taxes.

Article 8

Recognition of Certificates and Licences

1. Recognition of certificates and licences issued or validated in accordance with the laws and regulations of one Contracting Party, including, in the case of the Republic of Austria, European Union laws and regulations, and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed service, provided always that such certificates or licences were issued or validated equal or above the minimum standards established under the Chicago Convention.
2. Paragraph 1 also applies with respect to an airline designated by Austria whose regulatory control is exercised and maintained by another European Union Member State.
3. Each Contracting Party, however, reserves the right to refuse to recognize for flights above its own territory certificates of competency and licences granted or validated to its own nationals by the other Contracting Party or by any other State.

Article 9

Tariffs

1. Each Contracting Party shall allow tariffs for scheduled air services to be established by each airline based upon commercial consideration in the marketplace, intervention by the Parties shall be limited to:
 - a) Prevention of unreasonably discriminatory tariffs or practices;
 - b) Protection of consumers from tariffs that are unreasonably high or restrictive due to the abuse of a dominant position or to concerted practices among air carriers; and
 - c) Protection of airlines from tariffs that are artificially low due to direct or indirect governmental subsidy or support.
2. Tariffs for scheduled international air services between the territories of the Contracting Parties may be required to be notified.

Article 10

Commercial representation and activities

1. The airlines designated by each Contracting Party shall be allowed:
 - a) To establish in the territory of the other Contracting Party offices for the promotion of air transportation and sale of air tickets as well as, in accordance with the legislation of such other Contracting Party, other facilities required for the provision of air transportation.
 - b) To bring in and maintain in the territory of the other Contracting Party in accordance with the legislation of such other Contracting Party relating to entry residence and employment managerial, sales, technical, operational and other specialist staff required for the provision of air transportation; and

c) In the territory of the other Contracting Party to engage directly and, at the airlines discretion, through its agents in the sale of air transportation.

2. The competent authorities of each Contracting Party will take all necessary steps to ensure that the representation of the airlines designated by the other Contracting Party may exercise their activities in an orderly manner.

3. The airlines designated by each Contracting Party shall have the right to sell, in the territory of the other Contracting Party, air transportation and any person shall be free to purchase such transportation in the currency of that territory or in freely convertible currencies of other countries in accordance with the foreign exchange regulations in force.

Article 11

Commercial Opportunities

1. Ground Handling

Subject to the laws and regulations of each Contracting Party including, in the case of Austria, European Union law, each designated air carrier shall have in the territory of the other Contracting Party the right to perform its own ground handling service ("self-handling") or, at its option the right to select among competing suppliers that provide ground handling services in whole or in part. Where such laws and regulations limit or preclude self-handling or selection between suppliers that provide ground handling services, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

2. Leasing

The designated airlines of each Contracting Party shall have the right to perform the agreed services on the specified routes using aircraft (or aircraft and crew) leased from any company, including other airlines, subject to being authorized to use the aircraft (or aircraft and crew) on such basis by the Aeronautical Authorities of both Contracting parties.

3. Code Share

In operating or holding out services under this Agreement, the designated airlines of a Party may enter into cooperative marketing arrangements, such as blocked-space agreements or code-sharing arrangements with:

- a) any airline or airlines of the Parties; and
- b) any airline or airlines of a third country and
- c) any surface (land or maritime) transport provider

Provided that (i) the operating carrier holds the appropriate traffic rights and (ii) the marketing carriers hold the appropriate underlying route rights and (iii) the arrangements meet the requirements relating to safety and competition normally applied to such arrangements. In respect of passenger transport sold involving code shares, the purchaser shall be informed at the point of sale, or in any case before boarding, which transport providers will operate each sector of the service.

Article 12

Conversion and transfer of revenues

Each Contracting Party shall grant to the designated airlines of the other Contracting Party the right to freely transfer to its home territory the excess sums of receipts over expenditures in accordance with the foreign exchange regulation in force, in territory of which receipts are earned. The conversion of receipts of the designated airlines of one Contracting Party shall be done in accordance with the foreign exchange regulation in force.

Article 13

Capacity and Fair Competition

1. Each Party shall allow fair and equal opportunity for the designated airlines of both Parties to operate the agreed services.
2. Each Party shall allow each designated airline to determine the frequency and capacity of the international air transportation it offers in accordance with the agreed services on the specified routes based upon commercial considerations in the marketplace. Consistent with this right, no Party shall act to limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Parties, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.
3. Airlines designated by a Contracting Party may be required to submit their flight schedules for approval to the aeronautical authorities of the other Contracting Party at least thirty (30) days before the proposed date of their introduction. The same procedure shall apply to any modification thereof. In special cases this time may be reduced subject to the consent of the said authorities.

4. Neither Contracting Party shall allow its designated airline or airlines, either in conjunction with any other airline or airlines or separately to abuse market power in a way which has or is likely or intended to have the effect of severely weakening a competitor or excluding a competitor from a route.
5. Neither Contracting Party shall provide or permit State subsidy or support for or to its designated airline or airlines in such way that would adversely affect the fair and equal opportunity of the airlines of the other Contracting Party to compete in providing international air transportation.
6. Where a Contracting Party provides State subsidy or support to a designated airline in respect of services operated under this Agreement, it shall require that airline to identify the subsidy or support clearly and separately in its accounts.
7. If one Contracting Party has substantiated concerns that its designated airlines are being subjected to discrimination or unfair practices, or that a subsidy or support being considered or provided by the other Contracting Party would adversely affect or is adversely affecting the fair and equal opportunity of the airlines of the first Contracting Party to compete in providing international air transportation, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Such consultations shall start within thirty (30) days of receipt of such a request from either Contracting Party.

Article 14

Safety

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. 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 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 that other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of paragraph (5) of Article 3 (designation and revocation) of this Agreement.
3. Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any aircraft operated by the designated airlines of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the 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 services of ramp inspections gives rise to;
 - a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, or

b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the 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 licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purposes of undertaking a ramp inspection of an aircraft operated by or on behalf of the airline or airline of one Contracting Party in accordance with paragraph (3) of this Article is denied by a representative of that airline or airlines 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 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 detail of access for ramp inspection consultation or otherwise that immediate action is essential to the safety of the airline operation.

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

8. Where the Republic of Austria has designated an airline whose regulatory control is exercised and maintained by an European Union Member State, the rights of the other Contracting Party under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other European Union Member State and in respect of the operating authorization of that airline.

Article 15

Security

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.

2. The Contracting Parties shall in particular act in conformity with the provisions of:

a) The Convention of Offences and certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963:

b) The Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970:

c) The Convention for the Suppression of Unlawful Acts against the safety of Civil Aviation, signed at Montreal on 23 September 1971:

d) The Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988:

e) The Convention on the marking of Plastic Explosives for the Purpose of Detection, signed on Montreal on 1 March 1991:

and any other multilateral agreement governing aviation binding upon both Contracting Parties.

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 Chicago Convention to the extent that such security provisions are applicable to the Contracting Parties they shall require that operators of aircraft which have their principal place of business or permanent residence in the territory of the Contracting Parties or in the case of the Republic of Austria operators of aircraft which are established in its territory under the EU Treaties and have valid Operating Licences in accordance with

European Union law, and the operators of airports in their territory in conformity with such aviation security provisions.

4. 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.

5. Each Contracting Party agrees that its operators of aircraft shall be required to observe for departure from or while within the territory of the other Contracting Party, aviation security provisions in conformity with the law in force in the country, including in the case of the Republic of Austria, European Union law.

6. 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.

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

8. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within one (1) month of the date of such request shall constitute grounds for application of paragraph (5) of Article 3 of this Agreement (designation and revocation). If required by a serious emergency either Contracting Party may take interim action prior to the expiry of a month period.

Article 16

Provision of Statistics

The aeronautical authorities of one Contracting Party shall supply the aeronautical authorities of the other Contracting Party, at their request with such statistics as may be reasonably required for information purposes subject to the laws and regulations of each Contracting Party.

Article 17

Consultations

1. The aeronautical authorities of each Contracting Party shall consult each other from time to time in order to ensure close cooperation concerning all the issues related to the interpretation and application of this Agreement, on request of either Contracting Party.
2. Such consultations shall begin within a period of sixty (60) days from the date of request of one Contracting Party.

Article 18

Modifications

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may at any time request consultations with the other Contracting Party. Such consultations (which may be prepared by discussions between the aeronautical authorities) shall begin within a period of sixty (60) days from the date of the request unless both Contracting Parties agree to an extension of this period.
2. Modifications so agreed upon shall be approved by each Contracting Party and shall enter into force on the first day of the second month, following the month on which the two Contracting Parties have notified each other by an exchange of diplomatic notes that the requirements for its entry into force under their respective legal procedures have been fulfilled.
3. Modification to the Annex of this Agreement may be agreed directly between the aeronautical authorities of the Contracting Parties and enter into force when confirmed by an exchange of diplomatic notes.
4. If either Contracting Party becomes Party to a multilateral agreement that addresses matters covered by this Agreement, the Contracting Parties shall consult to determine whether this Agreement should be revised to take into account the multilateral agreement.

Article 19

Settlement of Disputes

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation.
2. If the Contracting Parties fail to reach a settlement 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 so nominated.
3. Each of the Contracting Parties shall nominate an 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 and the third arbitrator shall be appointed within a further period of sixty (60) days.
4. If either of the Contracting Parties fails to nominate an arbitrator within the period specified or the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as president of the tribunal and shall determine the place where the arbitration will be held. If the President is a national of either Contracting Party, the most senior Vice President who is not disqualified on that ground shall make the appointments. The arbitral tribunal shall reach its decision by a majority of votes.
5. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article
6. If and as long as either Contracting Party fails to comply with any decision given under paragraph 2 of this Article, the other Contracting Party may limit

suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default or to a designated airline in default.

7. Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Parties, including any expenses incurred by the President of the Council of ICAO in implementing the procedures in paragraph 4 of this Article.

Article 20

Termination

1. Each 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 International Civil Aviation Organization.

2. In such event 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 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 fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article 21

Registration

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

Article 22

Entry into Force

This agreement shall enter into force on the first day of the second month that follows the month during which the two Contracting Parties have completed to notify each other by an exchange of diplomatic notes that the requirements for its entry into force under their respective legal procedures have been fulfilled. With the entry into force of the present Agreement the “Air Transport Agreement between the Austrian Federal Government and the Government of the Republic of Sri Lanka”, signed 15 February 1978 in Colombo, ceases to be in force.

In witness whereof the undersigned Plenipotentiaries being duly authorized thereto by the respective Governments have signed this Agreement.

Done in duplicate at Vienna on this 1st day of July, 2016 in the German and English languages all texts being equally authentic. In the case of difference in interpretation of provisions of this Agreement the English text shall prevail.

For the Austrian Federal Government:

For the Government of the Democratic
Socialist Republic of Sri Lanka:

Michael Linhart m.p.

Priyani Wijesekara m.p.

ANNEX

Section I:

A: The airline(s) designated by Austria shall be entitled to operate scheduled air services in both directions on routes specified hereafter:

Points of Origin	Intermediate points	Points of Destination	Points beyond
Points in Austria	Any points	Points in Sri Lanka	Any points

B: The airline(s) designated by Sri Lanka shall be entitled to operate scheduled air services in both directions on routes specified hereafter:

Points of Origin	Intermediate points	Points of Destination	Points beyond
Points in Sri Lanka	Any points	Points in Austria	Any points

Section II:

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

The exercise of Fifth Freedom traffic rights may be agreed upon by the aeronautical authorities of the two Contracting Parties.

Section III:

The designated airline(s) of either Contracting Party may, on any or all flights omit calling at any of the intermediate and/or beyond points, provided that the agreed services on this route start and terminate in the territory of that Contracting Party.

