



Ukraine No. 1 (2013)

Agreement

between the Government of the United Kingdom of Great Britain and
Northern Ireland and the Government of the Ukraine Concerning Air
Services

Kiev, 21 November 2011

[The Agreement is not yet in force]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
February 2013*

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**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF UKRAINE CONCERNING AIR SERVICES**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Ukraine hereinafter referred to as the "Contracting Parties";

Being parties to the Convention on International Civil Aviation done at Chicago on 7 December 1944¹;

Desiring to conclude an Agreement supplementary to the said Convention for the purpose of establishing air services between and beyond the territories of the United Kingdom of Great Britain and Northern Ireland and of Ukraine;

Have agreed as follows:

ARTICLE 1

Definitions

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

- (a) the term "the Chicago Convention" means the Convention on International Civil Aviation, done at Chicago on 7 December 1944 and includes: (i) any amendment thereof which has been ratified by both Contracting Parties^{2,3,4,5,6,7,8,9,10,11,12,13,14}; and (ii) any Annex or any amendment thereto adopted under Article 90 of that Convention, insofar as such amendment or annex is at any given time effective for both Contracting Parties;
- (b) the term "aeronautical authority" means in the case of the United Kingdom, the Secretary of State for Transport and, for the purpose of Article 7 of this Agreement, the Civil Aviation Authority and in the case of Ukraine, Ministry of Transport and Communications or, in both cases, any person or

¹ Treaty Series No. 008 (1953) Cmd 8742

² Treaty Series No. 026 (1957) Cmnd 107

³ Treaty Series No. 024 (1958) Cmnd 482

⁴ Treaty Series No. 063 (1961) Cmnd 1448

⁵ Treaty Series No. 059 (1962) Cmnd 1826

⁶ Treaty Series No. 062 (1973) Cmnd 5310

⁷ Treaty Series No. 098 (1975) Cmnd 6117

⁸ Treaty Series No.027 (1976) Cmnd 6447

⁹ Treaty Series No. 057 (1980) Cmnd 7960

¹⁰ Miscellaneous Series No. 020 (1996) Cm 3340

¹¹ Treaty Series No 077 (1997) Cm 3825

¹² Treaty Series No 068 (1999) Cm 4463

¹³ Treaty Series No. 069 (2000) Cm 4743

¹⁴ Miscellaneous Series No. 001 (2001) CM 5026

body who may be authorised to perform functions at present exercisable by the above-mentioned authority;

- (c) the term "designated airline" means an airline which has been designated and authorised in accordance with Article 4 of this Agreement;
- (d) the term "territory of the Contracting Party" means the territory of the State of the Contracting Party and has the meaning assigned to it in Article 2 of the Chicago Convention;
- (e) the terms "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Chicago Convention;
- (f) the term "the Agreement" means this Agreement, the Annexes hereto and any amendments to them or to this Agreement;
- (g) the term "user charges" means a charge made to airlines by the competent authority of the State of each Contracting Party or permitted by that authority to be made for the provision of airport property or facilities or of air navigation facilities (including facilities for overflights), or related services and facilities, for aircraft, their crews, passengers and cargo;
- (h) the term "Air Operator's Certificate" means a document issued to an airline which affirms that the airline in question has the professional ability and organisation to secure the safe operation of aircraft for the aviation activities specified in the certificate;
- (i) the term "European Union Member State" means a State that is a contracting party to the Treaty on the functioning of the European Union;
- (j) references to airlines of the United Kingdom of Great Britain and Northern Ireland shall be understood as referring to airlines designated by the United Kingdom of Great Britain and Northern Ireland;
- (k) references to nationals of the United Kingdom of Great Britain and Northern Ireland shall be understood as referring to nationals of European Union Member States;
- (l) the term "standard" means any specifications for physical characteristics, configurations, material, performance, personnel or procedure, and such other matters referred to in Article 37 of the Chicago Convention, the uniform application of which is recognized as necessary for the safety or regularity of international air navigation, and to which the Contracting Parties will conform in accordance with the Chicago Convention; in the event of impossibility of compliance, notification to the International Civil Aviation Organisation being compulsory under Article 38 of the Chicago Convention;

- (m) the term "effective regulatory control":
 - in the case of the United Kingdom of Great Britain and Northern Ireland is predicated upon but is not limited to the following: the airline holds a valid Operating Licence and meets the criteria for the operation of international air services, such as proof of financial fitness, ability to meet, where relevant, public interest requirements, obligations for assurance of service etc., and the licensing European Union Member State has and maintains aviation safety and security oversight programmes in compliance with standards of the International Civil Aviation Organisation at least;
 - in the case of Ukraine, means a relationship constituted by rights and obligations which confers the possibility of exercising a decisive regulatory influence on an airline;
- (n) the term "tariff" means the prices to be paid for the carriage of passengers, baggage and freight and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for carriage of mail.

ARTICLE 2

Applicability of the Chicago Convention

Nothing in this Agreement shall affect or limit the rights and obligations of the Contracting Parties under the Chicago Convention.

ARTICLE 3

Grant of Rights

(1) Each Contracting Party grants to the airlines of the other Contracting Party the following rights in respect of its international air services:

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

(2) Each Contracting Party grants to the other Contracting Party the rights hereinafter specified in this Agreement for the purposes of operating scheduled international air services on the routes specified in the appropriate section of Annex 1 of this Agreement. Such services and routes are hereinafter referred to as "the agreed services" and "the specified routes" respectively. While operating an agreed service on a specified route the airlines designated by each Contracting Party shall enjoy in

addition to the rights specified in paragraph (1) of this Article the right to make stops in the territory of the other Contracting Party at points specified for that route in Annex 1 of this Agreement for the purpose of taking on board and discharging passengers, cargo and mail in combination or separately.

(3) Nothing in paragraph (2) of this Article shall be deemed to confer on the designated airline or airlines of one Contracting Party the right to take on board, in the territory of the other Contracting Party, passengers and cargo, including mail, carried for hire or reward and destined for another point in the territory of the other Contracting Party.

(4) If because of armed conflict, political disturbances or unusual circumstances, a 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 temporary rearrangements of routes.

ARTICLE 4

Designation and Authorisation

(1) Each Contracting Party shall have the right to designate airlines for the purpose of operating the agreed services on each of the specified routes and to withdraw or alter such designations. Such designations shall be made in writing and shall be transmitted to the other Contracting Party through diplomatic channels.

(2) On receipt of such a designation, and of applications from the designated airline, in the form and manner prescribed for operating authorisations and technical permissions, the other Contracting Party shall grant the appropriate authorisations and permissions with minimum procedural delay, provided that:

- (a) In the case of an airline designated by the United Kingdom of Great Britain and Northern Ireland:
 - (i) it is established in the territory of the United Kingdom of Great Britain and Northern Ireland under the Treaty establishing the European Union and has a valid Operating Licence in accordance with European Union law;
 - (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 effectively controlled by European Union Member States and/or nationals of European Union Member States, and/or by other states

listed in Annex 2 to this Agreement and/or nationals of such other states;

- (b) In the case of an airline designated by Ukraine:
 - (i) it is established and incorporated in the territory of Ukraine and has a valid Operating Licence in accordance with its national legislation in force;
 - (ii) Ukraine exercises and maintains effective regulatory control of the airline; and
 - (iii) the airline is owned, directly or through majority ownership, and is effectively controlled by Ukraine and/or by nationals of Ukraine;
- (c) The designated airline is qualified to meet the conditions prescribed under the legislation in force normally applied to the operation of international air services by the Contracting Party considering the application or applications.

(3) When an airline has been so designated and authorised it may begin to operate the agreed services, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 5

Revocation or Suspension of Operating Authorisations

- (1) Either Contracting Party may revoke, suspend or limit the operating authorisation or technical permissions of an airline designated by the other Contracting Party:
- (a) Where, in the case of an airline designated by the United Kingdom of Great Britain and Northern Ireland:
 - (i) it is not established in the territory of the United Kingdom of Great Britain and Northern Ireland under the Treaty on the functioning of the European Union 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, and effectively controlled by European Union Member States and/or

nationals of European Union Member States, and/or by other states listed in Annex 2 to this Agreement and/or nationals of such other states;

- (b) Where, in the case of an airline designated by Ukraine:
 - (i) it is not established or is not incorporated in the territory of Ukraine or does not have a valid Operating Licence in accordance with its national legislation in force;
 - (ii) Ukraine does not exercise or maintain effective regulatory control of the airline; or
 - (iii) the airline is not owned, directly or through majority ownership, or is not effectively controlled by Ukraine and/or by nationals of Ukraine;
- (c) In the case of failure by that airline to comply with the legislation in force normally and reasonably applied by the Contracting Party granting the rights specified in Article 3(2) of this Agreement; or
- (d) If the airline otherwise fails to operate air services in accordance with the conditions prescribed under this Agreement; or
- (e) In the case of failure by the other Contracting Party to take appropriate action to improve safety in accordance with paragraph (2) or paragraph (6) of Article 11 of this Agreement.

(2) Unless immediate action is essential to prevent further non-compliance with paragraph (1)(c), (1)(d) or (1)(e) of this Article, the rights established by this Article shall be exercised only after consultation with the other Contracting Party.

ARTICLE 6

Fair Competition

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to compete in operating the agreed services on the specified routes.
2. Each Contracting Party shall prevent any forms of discrimination or unfair competitive practices adversely affecting the competitive position of a designated airline of the other Contracting Party.

ARTICLE 7

Tariffs

(1) The tariffs on any agreed service shall be established by the designated airlines at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit, and characteristics of service. The aeronautical authorities of the Contracting Parties shall consider unacceptable tariffs that are unreasonably discriminatory, unduly high or restrictive because of the abuse of a dominant position, or artificially low because of direct or indirect subsidy or support.

(2) The aeronautical authority of each Contracting Party may require notification and filing of tariffs for carriage on passenger air services operated pursuant to this Agreement by a designated airline between points in the United Kingdom of Great Britain and Northern Ireland and points in Ukraine. This shall not include cargo tariffs, or tariffs to be charged by the designated airline or airlines of the other Contracting Party for carriage between the points in the territory of the first Contracting Party and a third state.

(3) Intervention by the aeronautical authority of the Contracting Party shall be limited to:

- (a) the prevention of unreasonably low or discriminatory tariffs or practices;
or
- (b) the protection of consumers from tariffs that are unreasonably high or unreasonably restrictive due either to the abuse of a dominant position or to concerted practices among airlines; or
- (c) the protection of airlines from tariffs that are artificially low because of direct or indirect governmental subsidy or support.

(4) If the aeronautical authority of either Contracting Party believes that any such tariff is inconsistent with the considerations set out in this Article, it shall send appropriate notice to the designated airline in question. The aeronautical authority sending this notice may request consultations with the aeronautical authority of the other Contracting Party, and in doing so shall notify the reasons for its dissatisfaction. Such consultations shall be held not later than fourteen (14) days after receipt of the request. If no agreement is reached, the decision of the aeronautical authority of the Contracting Party of the country where travel originated shall prevail. The aeronautical authority of this Contracting Party may use the rights specified in Article 5 of this Agreement.

(5) Notwithstanding the provisions of this Article, the tariffs to be charged by the designated airlines of both Contracting Parties for carriage wholly within the European Union shall be subject to European Union law.

ARTICLE 8

Duties, Taxes and Fees

- (1) The Contracting Parties shall relieve from all customs duties, national excise taxes and similar national fees:
- (a) Aircraft operated in international air services by the designated airline or airlines of either Contracting Party; and
 - (b) The following items introduced by a designated airline of one Contracting Party into the territory of the other Contracting Party:
 - (i) repair, maintenance and servicing equipment and component parts;
 - (ii) passenger handling equipment and component parts;
 - (iii) cargo-loading equipment and component parts;
 - (iv) security equipment including component parts for incorporation into security equipment;
 - (v) instructional material and training aids;
 - (vi) airline and operators' documents; and
 - (c) The following items introduced by a designated airline of one Contracting Party into the territory of the other Contracting Party or supplied to a designated airline of one Contracting Party in the territory of the other Contracting Party:
 - (i) aircraft stores (including but not limited to such items as food, beverages and tobacco) whether introduced into or taken on board in the territory of the other Contracting Party;
 - (ii) fuel (subject to paragraph (5) of this Article), lubricants and consumable technical supplies;
 - (iii) spare parts including engines; and
 - (d) Computer equipment and component parts introduced by a designated airline of one Contracting Party into the territory of the other Contracting Party to assist in one or more of the following matters:
 - (i) the repair, maintenance or servicing of aircraft;
 - (ii) the handling of passengers at the airport or on board aircraft;

- (iii) the loading of cargo onto or the unloading of cargo from aircraft;
- (iv) the carrying out of security checks on passengers or cargo;

provided in the case of sub-paragraphs (b) - (d) they are for use on board an aircraft or within the limits of an international airport in connection with the establishment or maintenance of an international air service by the designated airline concerned.

(2) The relief from customs duties, national excise taxes and similar national fees shall not extend to charges based on the cost of services provided to the designated airline or airlines of a Contracting Party in the territory of the other Contracting Party.

(3) Equipment and supplies referred to in paragraph (1) of this Article may be required to be kept under the supervision or control of the appropriate authorities of the State of each Contracting Party.

(4) The reliefs provided for by this Article shall also be available in situations where the designated airline or airlines of one Contracting Party have entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph (1) of this Article, provided such other airline or airlines similarly enjoy such reliefs from such other Contracting Party.

(5) Nothing in this Agreement shall prevent either Contracting Party from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of:

- (a) the designated airline of Ukraine that operates between a point in the territory of the United Kingdom of Great Britain and Northern Ireland and another point in the territory of the United Kingdom of Great Britain and Northern Ireland or in the territory of another European Union Member State; and
- (b) the designated airline of the United Kingdom of Great Britain and Northern Ireland that operates between a point in the territory of Ukraine and another point in the territory of Ukraine.

ARTICLE 9

Aviation Security

(1) Each Contracting Party may request consultations with the other Contracting Party at any time concerning security standards in any area relating to aircrews, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of the date of receipt of that request.

(2) Consistent with their rights and obligations under international law, the Contracting Parties reaffirm their obligation to each other to protect the civil aviation

against acts of unlawful interference. 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 Aircraft, done at Tokyo on 14 September 1963¹⁵, the Convention for the Suppression of Unlawful Seizure of Aircraft, done at The Hague on 16 December 1970¹⁶, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on 23 September 1971¹⁷, the Protocol for Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 24 February 1988¹⁸, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, done at Montreal on 1 March 1991¹⁹ as well as with any other international agreement relating to the security of civil aviation to which both Contracting Parties are a Party.

(3) 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.

(4) 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. Each Contracting Party shall require that airlines it has designated to operate the agreed services on the specified routes, and the operators of airports in its territory, act in conformity with such aviation security provisions.

(5) Each Contracting Party agrees that its designated airlines shall be required to observe the aviation security provisions referred to in paragraph (4) of this Article required by the other Contracting Party for entry into the territory of that other Contracting Party. For departure from, or while within, the territory of the United Kingdom of Great Britain and Northern Ireland, designated airlines shall be required to observe aviation security provisions in conformity with European Union law. For departure from, or while within, the territory of Ukraine, designated airlines shall be required to observe aviation security provisions in conformity with its legislation in force. Each Contracting Party shall ensure that adequate measures are effectively applicable to security 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 act favourably upon any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

¹⁵ Treaty Series No. 126 (1969) Cmnd 4230

¹⁶ Treaty Series No. 039 1972) Cmnd 4956

¹⁷ Treaty Series No. 010 (1974) Cmnd 5524

¹⁸ Treaty Series No. 020 (1991) Cmnd 1470

¹⁹ Treaty Series No. 134 (2000) CM 5018

(6) 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 and safely such incident or threat thereof.

ARTICLE 10

Provision of Statistics

The aeronautical authority of a Contracting Party shall supply to the aeronautical authority of the other Contracting Party at its request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of the Contracting Party referred to first in this Article. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

ARTICLE 11

Safety

(1) Each Contracting Party may request consultations with the other Contracting Party 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 thirty (30) days of the date of receipt 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 Chicago 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 shall take appropriate corrective action. Failure by the 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 Article 5(1) of this Agreement.

(3) As provided for in Article 16 of the Chicago Convention the Contracting Parties agree that the aircraft operated by the 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 the subject of a search by the authorised representatives of the aeronautical authority of the other Contracting Party (hereinafter referred to as "ramp inspection"), provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Chicago Convention, the purpose of this search is to verify the validity of the relevant aircraft documentation and the licences of its crew, and that the aircraft

equipment and the condition of an aircraft conform to the safety standards established at that time pursuant to the Chicago Convention.

- (4) If any such ramp inspection or series of ramp inspections gives rise to:
- (a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Chicago Convention; or
 - (b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Chicago Convention;

the Contracting Party carrying out the ramp inspection shall, for the purposes of Article 33 of the Chicago 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 Chicago Convention.

(5) In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline or airlines of one Contracting Party in accordance with paragraph (3) 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 authorisation of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

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

(8) With reference to paragraph (2) of this Article, if it is determined that one Contracting Party remains in non-compliance with the relevant safety standards when the agreed time period has lapsed, the Secretary General of the International Civil Aviation Organisation should be advised thereof. The latter should also be advised of the measures taken by the first Contracting Party to comply with the International Civil Aviation Organisation standards.

(9) If the Government of the United Kingdom of Great Britain and Northern Ireland has designated an airline where regulatory control is exercised and maintained by another European Union Member State, the rights of Ukraine 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 authorisation of that airline.

ARTICLE 12

Codeshare

(1) In operating or holding out air services on the specified routes any designated airline of one Contracting Party may enter into co-operative marketing arrangements, subject to applicable laws and regulations governing competition, such as blocked-space or code-sharing arrangements with an airline or airlines of either Contracting Party and/or an airline of a third State, which have the appropriate authority to operate.

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

ARTICLE 13

Leasing

The designated airlines of each Contracting Party shall have the right to perform services using aircraft or aircraft and crew, leased from any company, including other airlines, subject to arrangements pertaining to safety which may be made from time to time between the aeronautical authorities of the Contracting Parties.

ARTICLE 14

Ground handling

Subject to the legislation in force of the State of each Contracting Party including, in the case of the United Kingdom of Great Britain and Northern Ireland, European Union law, each designated airline shall have in the territory of the other Contracting Party the right to perform its own ground handling ("self-handling") or, at its option, the right to select among competing suppliers that provide ground handling services in whole or in part. Where legislation in force limits or precludes self-handling and where there is no effective competition 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.

ARTICLE 15

Transfer of Earnings

Each Contracting Party shall grant to the designated airlines of the other Contracting Party the right to transfer freely and promptly to its State the excess of receipts over expenditure earned in the territory of its State in connection with the carriage of passengers, baggage and cargo by the designated airlines of this other Contracting Party. Prompt conversion and remittance shall be permitted without restrictions at the rate of exchange applicable to current transactions which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges except those normally made by banks for carrying out such conversion and remittance.

ARTICLE 16

Airline Representation and Sales

Any airline designated in accordance with Article 4 of this Agreement may:

- (a) in accordance with the legislation in force of the State of the other Contracting Party relating to entry, residence and employment, bring in and maintain in the territory of the other Contracting Party those of their own managerial, technical, operational and other specialist staff which the airline reasonably considers necessary for the provision of air services;
- (b) use the services and personnel of any other organisation, company or airline operating in the territory of the other Contracting Party;
- (c) establish offices in the territory of the other Contracting Party;
- (d) engage in the sale and marketing of air transportation in the territory of the other Contracting Party, either directly or through agents. The airline may sell, and any person shall be free to purchase, such transportation in national currency or in freely convertible currency, as reflected in the currency legislation in force of the State of the other Contracting Party.

ARTICLE 17

User Charges

(1) Neither Contracting Party shall impose or permit to be imposed on the designated airline or airlines of the other Contracting Party user charges higher than those imposed on its own airlines operating similar international air services.

(2) Each Contracting Party shall encourage consultation on user charges between competent charging authorities of its State and airlines using the services and facilities provided by those charging authorities, where practicable through those airlines' representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage competent charging authorities of its State and such users to exchange appropriate information concerning user charges.

ARTICLE 18

Consultation

Either Contracting Party may at any time request consultations with the other Contracting Party on the compliance with, implementation, interpretation, application or amendment of this Agreement. Such consultations, which may be between aeronautical authorities, shall begin within a period of sixty (60) days from the date the other Contracting Party receives a written request, unless otherwise agreed by the Contracting Parties.

ARTICLE 19

Settlement of Disputes

(1) The Contracting Parties shall try to settle any dispute relating to the interpretation or application of this Agreement by negotiation.

(2) If the Contracting Parties fail to reach a settlement of the dispute by negotiation, it may be referred by them to such person or body as they may agree on or, at the request of either Contracting Party, shall be submitted for decision to a tribunal of three arbitrators which shall be constituted in the following manner:

- (a) within thirty (30) days after receipt of a request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a third State, who shall act as the President of the tribunal, shall be appointed as the third arbitrator by agreement between the two arbitrators, within sixty (60) days of the appointment of the second;
- (b) if within the time limits specified above any appointment has not been made, either Contracting Party may request the President of the Council of the International Civil Aviation Organisation to make the necessary appointment within thirty (30) days. If the President has the nationality of the State of one of the Contracting Parties, the senior Vice-President who does not have the nationality of the State of one of the Contracting Parties shall be requested to make the appointment.

- (3) Except as hereinafter provided in this Article or as otherwise agreed by the Contracting Parties, the tribunal shall determine the limits of its jurisdiction and establish its own procedure. At the direction of the tribunal, or at the request of either of the Contracting Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than thirty (30) days after the tribunal is fully constituted.
- (4) Except as otherwise agreed by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within forty five (45) days after the tribunal is fully constituted. Each Contracting Party may submit a reply within sixty (60) days of submission of the other Contracting Party's memorandum. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within thirty (30) days after replies are due.
- (5) The tribunal shall attempt to give a written decision within thirty (30) days after completion of the hearing or, if no hearing is held, thirty (30) days after the date both replies are submitted. The decision shall be taken by a majority vote.
- (6) The Contracting Parties may submit requests for clarification of the decision within fifteen (15) days after it is received and such clarification shall be issued within fifteen (15) days of such request.
- (7) The decision of the tribunal shall be binding on the Contracting Parties.
- (8) 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 Contracting Parties including any expenses incurred by the President, Vice-President of the Council of the International Civil Aviation Organisation or member of the International Civil Aviation Organisation in implementing the procedures specified in paragraph (2)(b) of this Article.

ARTICLE 20

Amendment

Any amendments to this Agreement shall be made in writing by mutual agreement of the Contracting Parties through a protocol, which forms an integral part of the Agreement and enters into force pursuant to Article 21 of this Agreement.

ARTICLE 21

Entry into Force

This Agreement shall be concluded for an indefinite period and shall enter into force on the date of receipt of the latest written notification by the Contracting Parties of the completion of their internal legal procedures necessary for entry into force of this Agreement.

ARTICLE 22

Termination

Either Contracting Party may at any time give notice in writing to the other Contracting Party of its intention to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. In such case this Agreement shall be terminated twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after receipt of the notice by the International Civil Aviation Organisation.

ARTICLE 23

Registration with the International Civil Aviation Organisation

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

Upon entry into force of this Agreement the Agreement between the Government of the United Kingdom of Great Britain of Northern Ireland and the Government of Ukraine concerning Air Services signed at London on 10 February 1993²⁰ shall be terminated.

²⁰ Treaty Series No. 066 (1996) Cm 3331

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

DONE in duplicate at Kiev this Twenty First day of November, two thousand and eleven in the English and Ukrainian languages, both texts being equally authoritative.

**For the Government of the United
Kingdom of Great Britain and
Northern Ireland:**

LEIGH TURNER

For the Government of Ukraine:

KOSTYANTYN GRYSCHENKO

**ANNEX 1 TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND
THE GOVERNMENT OF UKRAINE CONCERNING AIR SERVICES**

ROUTE SCHEDULE

Section 1

Routes to be operated by the designated airline or airlines of the United Kingdom of Great Britain and Northern Ireland:

Points in the United Kingdom - Intermediate Points - Points in Ukraine - Points Beyond

NOTES:

1. Intermediate points or points beyond may be omitted on any flight provided that the service begins or ends in the United Kingdom.
2. No traffic may be picked up at an intermediate point to be set down in the territory of Ukraine nor picked up in the territory of Ukraine to be set down at a point beyond, and vice versa, except as may from time to time be jointly determined by the aeronautical authorities of the Contracting Parties. This restriction also applies to all forms of stop-over traffic.

Section 2

Routes to be operated by the designated airline or airlines of Ukraine:

Points in Ukraine - Intermediate Points - Points in the United Kingdom - Points Beyond

NOTES:

1. Intermediate points or points beyond may be omitted on any flight provided that the service begins or ends in Ukraine.
2. No traffic may be picked up at an intermediate point to be set down in the territory of the United Kingdom nor picked up in the territory of the United Kingdom to be set down at a point beyond, and vice versa, except as may from time to time be jointly determined by the aeronautical authorities of the Contracting Parties. This restriction also applies to all forms of stop-over traffic.

**ANNEX 2 TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND
THE GOVERNMENT OF UKRAINE CONCERNING AIR SERVICES**

List of other states referred to in Articles 4(2)(a)(iii) and 5(1)(a)(iii) of this Agreement:

- (a) The Republic of Iceland (under the Agreement on the European Economic Area);
- (b) The Principality of Liechtenstein (under the Agreement on the European Economic Area);
- (c) The Kingdom of Norway (under the Agreement on the European Economic Area);
- (d) The Swiss Confederation (under the Agreement between the European Community and the Swiss Confederation on Air Transport.)



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