مرســوم ســلطاني رقـم ٢٦ / ٢٠٢ بالتصديق على اتفاقية خدمات النقل الجوي

بين حكومة سلطنة عمان وحكومة جمهورية أوزبكستان والبروتوكول الملحق بها

نحن هیشم بن طارق سلطان عمان

بعد الاطلاع على النظام الأساسي للدولة الصادر بالمرسوم السلطاني رقم ٩٦/١٠١ ، وعلى اتفاقية خدمات النقل الجوي بين حكومة سلطنة عمان ، وحكومة جمهورية أوزبكستان ، والبروتوكول الملحق بها ، والموقعين في مدينة مسقط بتاريخ ٥ من أكتوبر ٢٠٠٩م ، وبناء على ما تقتضيه المصلحة العامة .

> رسمنا بما هو آت المادة الأولي

التصديق على الاتفاقية والبروتوكول المشار إليهما ، وفقا للصيغة المرفقة .

المادة الثانية

ينشر هذا المرسوم في الجريدة الرسمية ، ويعمل به من تاريخ صدوره .

صدر في : ٢٤ من رجـــب سنــة ١٤٤١هـ الموافــق : ١٩ من مــــارس سنـة ٢٠٢٠م

هیشم بن طارق

سلطان عمان

# AIR SERVICES AGREEMENT

# BETWEEN

# THE GOVERNMENT OF THE REPUBLIC OF UZBEKISTAN

# AND

# THE GOVERNMENT OF THE SULTANATE OF OMAN

The Government of the Republic of Uzbekistan and the Government of the Sultanate of Oman hereinafter referred to as the Contracting Parties,

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944,

Desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing air services between territories of their States and beyond,

Have agreed as follows:

#### ARTICLE 1 Definitions

1. For the purpose of this Agreement, unless the context otherwise required:

a) the term "the Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof, so far as these Annexes and amendments have become effective for or been ratified by both Contracting Parties;

b) the term "Aeronautical Authorities" means in the case of the Republic of Uzbekistan, the State Inspection of the Republic of Uzbekistan for Flight Safety Oversight and any person or body authorized to perform any functions at present exercisable by the said Aeronautical Authorities or similar functions, and in the case of the Sultanate of Oman, Minister of Transport and Communications and any person or body authorized to perform any functions at present exercisable by the said Minister or similar functions;

c) the term "agreed services" means scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers, cargo and mail separately or in combination;

d) the term "agreement" means this Agreement, the Annex attached thereto, and any amendments thereto;

e) the term "designated airline" means an airline that one Contracting Party has notified the other Contracting Party to be an airline which will operate a specific route or routes listed in the Annex to this Agreement;

f) the terms "territory", "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Articles 2 and 96 of the Convention.

g) 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 prices and conditions for other services performed by the carrier in connection with the air transportation, and including remuneration and conditions offered to agencies, but excluding remuneration or conditions for the carriage of mail;

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

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

j) the term "direct transit traffic" means the traffic which both arrives and departs the point as part of a continuous movement under a single air ticket or waybill, without a stopover, on the same or

different aircraft identified by the same airline designator and flight number;

k) the term "Annex to this Agreement" means the "Route schedules" to this Agreement or as amended in accordance with Article 21 of this Agreement. The "Annex to this Agreement" shall form an integral part of this Agreement and all references to the Agreement shall include references to the Annex unless otherwise provided.

#### 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 establishing and operating scheduled international air services on the routes specified in the Route Schedules of this Agreement and such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively.

2. Subject to the provisions of this Agreement, the airline designated by each Contracting Party shall enjoy the following privileges:

a) to fly across the territory of State of the other Contracting Party without landing;

b) to make stops in the territory of State of the other Contracting Party for non-traffic purposes;

c) While operating an agreed service on a specified route, to make stops, in the territory of State of the other Contracting Party at the points specified for that route in the Route Schedules of this Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail.

3. Nothing in paragraph 2 of this Article shall be deemed to confer on the airline of one Contracting Party the privilege of taking up, in the territory of State of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of State of that other Contracting Party.

#### **ARTICLE 3 Designation of Airlines**

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

2. On receipt of such designation the other Contracting Party shall subject to the provisions of paragraphs 3 and 4 of this Article, without delay, grant to the airline designated the appropriate operating authorisation.

3. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions set by national legislation of States of the Contracting Parties in conformity with the provisions of the Convention of the operation of international air services.

4. Each Contracting Party shall have the right to refuse to grant the designation of an airline and to withhold the grant to such designated airline of the privileges specified in paragraph 2 of Article 2 of this Agreement or to impose such conditions as it may deem necessary on the exercise by the said airline of those privileges in any case where it is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in nationals of the Contracting Party designating the airline or airlines.

5. When an airline has been so designated and authorised, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 13 of this Agreement, is in force in respect of those services.

#### **ARTICLE 4**

#### **Revocation or Suspension of Operating Authorisation**

1. Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the privileges specified in Article 3 of this Agreement by an airline designated by the other Contracting Party or to impose such conditions as it may deem necessary on the exercise by the said airline of those privileges:

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

b) Where such airline fails or neglects to comply with the national legislation in force in the territory of State of the Contracting Party granting these privileges; or

c) Where such airline otherwise fails or neglects to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph l of this Article is essential to prevent further infringements of the national legislation or the provisions of this Agreement, such right shall be exercised only after consultation with the aeronautical authorities of the Contracting Party.

#### ARTICLE 5 Principles Governing Operation of Agreed Services

1. The designated airlines of the Contracting Parties shall be afforded fair and equitable treatment that in order that they may enjoy equal opportunity in the operation of the agreed services and they shall take into account their mutual interests so as not to affect unduly their respective services. The charges imposed in the territory of State of one Contracting Party for the use of airports and other aviation facilities by the aircraft of the designated airlines of the other Contracting Party shall not be higher than those paid by other foreign carriers engaged in similar international air services.

2. The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers and cargo including mail, originating from and destined for the territories of their States of the Contracting Parties. Provision for the carriage of passengers and cargo including mail both taken on board and discharged at points on the specified routes in the territories of states other than that designating the airline shall be made in accordance with the general principles of orderly development and shall be related to;

a) traffic requirements to and from the territory of State of the Contracting Party which has designated the airlines;

b) traffic requirements of the area through which the airline passes, after taking account of local and regional services; and

c) the requirements of through airline operation.

#### ARTICLE 6 Laws and Regulations

1. The national legislation of State of one Contracting Party governing entry into and departure from the territory of its State of aircraft engaged in international services, or to the operation and navigation of such aircraft while within the territory of its State, shall apply to the designated airline of the other Contracting Party and shall be complied with by such aircraft upon entry into or departure from and while within the territory of State of the first Contracting Party.

2. The national legislation of State of one Contracting Party governing entry into and departure from its territory of passengers, crew, cargo or mail of aircraft including regulations relating to entry, clearance, immigration, passports, customs and quarantine shall be complied with by or on behalf of such passengers, crew, cargo or mail of the airlines of the other Contracting Party upon entry into or departure from and while within the territory of State of the first Contracting Party.

3. Airlines designated by each Contracting Party shall comply with the laws of the other Party as to the admission to, or taking out from its lands of animals and plants, while its aircraft enter into, stay in, or depart from the territory of that Contracting Party.

#### ARTICLE 7 Direct Transit

Passengers, baggage and cargo in direct transit on flights of the designated airlines of one Contracting Party across the territory of State of the other Contracting Party, and not leaving the area of the airport reserved for such traffic, shall at most be subject to a very simplified customs, boundary, sanitary and other control. Baggage and cargo in direct transit through the territory of State of either Contracting Party shall be exempt from customs duties, taxes and other duties. Customs procedures concerning the baggage and cargo in direct transit shall be established in accordance with the national legislation of States of the Contracting Parties.

#### ARTICLE 8

#### Exemption from customs duties, taxes and fees

1. Aircraft operated on agreed services by the designated airline of either Contracting Party, as well as their regular airborne equipment, supplies of fuel and lubricants, and aircraft stores including food, beverages aboard of such aircraft shall be exempt from customs duties, taxes and fees on arriving in the territory of State of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2. Also the following are exempt from customs duties, taxes and fees except fees for rendered services:

(a) aircraft stores, introduced in the territory of State of one Contracting Party within the limits, established by the authorities of the said Contracting Party, and intended for use on board the aircraft operated on agreed services by the designated airline of the other Contracting Party;

(b) spare parts, including engines, introduced into the territory of State of one Contracting Party for maintenance and overhaul of aircraft, operated on agreed services by the designated airline of the other Contracting Party;

(c) fuel and lubricants intended for use by aircraft operated on agreed services by the designated airline of one Contracting Party, even when these supplies are to be used on the parts of the journey performed over the territory of State of the other Contracting Party in which they are taken on board.

Fees for rendered services, storage and customs registration are levied in accordance with national legislations of States of the Contracting Parties.

3. Specified in items 1 and 2 of the present article, materials and subjects on request of customs

bodies can be exposed to the customs control.

4. The regular airborne equipment, as well as materials and supplies retained on board the aircraft operated by the designated airline of either Contracting Party may be unloaded in the territory of State of the other Contracting Party only with the approval of the customs authorities of this other Contracting Party. In this case, they may be placed under the supervision of said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

5. Fuel, lubricants, spare parts, regular airborne equipment, aircraft stores, including beverages and tobacco, uniform, advertising materials, motor transport, electronic equipment for reservation and communication and its spare parts, furniture and equipment for the activity of representations, transportation documents and printed forms, delivered or delivering by the designated airline of one Contracting Party into the territory of State of the other Contracting Party for its operational needs shall be exempt from customs duties, taxes and fees while their import, export and during their stay in the territory of State of this other Contracting Party.

## ARTICLE 9 Recognition of Certificates and Licenses

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one of the Contracting Parties shall, during the period of their validity be recognised as valid by the other Contracting Party provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation.

2. Each Contracting Party reserves its rights, however, not to recognise as valid for the purpose of flight into or over the territory of its State, certificates of airworthiness, certificates of competency and licences granted to or rendered valid for its national by any other State.

## ARTICLE 10 Approval of Timetables

The designated airlines of each Contracting Party shall submit for approval of the aeronautical authorities of the other Contracting Party not later than thirty (30) days prior to the inauguration of services on the specified route the proposed timetables including the type of aircraft to be used. This shall likewise apply to later changes. In special cases, this time limit may be reduced subject to the consent of the said authorities.

#### ARTICLE 11 Aviation Security

1. The Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against act of unlawful interference forms an integral part of this Agreement. Each Contracting Party shall in particular act in conformity with the aviation security provisions of the "Convention on Offences and Certain Other Acts Committed on Board Aircraft", signed at Tokyo on 14 September, 1963, the "Convention for the Suppression of Unlawful Seizure of Aircraft", signed at the Hague on 16 December, 1970, the "Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation", signed at Montreal on 23 September, 1971, and Protocol for the 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, done at Montreal on 24 February, 1988, and the Convention on Marking Plastic Explosives for the purpose of Detection done at Montreal on 1 March 1991 as well as other multilateral agreements in this field which have entered into force for both Contracting Parties.

2. Each Contracting Party shall provide upon request with all necessary assistance the other Contracting Party to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities and any other threat to the security of civil aviation.

3. The Contracting Parties shall act in their relations in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation, opened to sign at Chicago on 7 December, 1944. They shall require those operators of aircraft having their principal place of business or permanent residence in the territory of its State, and the operators of airports serving International Civil Aviation act in conformity with such aviation security standards and provisions. The reference to the aviation security provisions in this paragraph should include any discrepancy about which the relevant Contracting Party has already informed. Each Contracting Party should notify in advance the other Contracting Party of the discrepancy concerning these provisions.

4. Each Contracting Party may require that operators of aircraft observe the aviation security provisions referred to in paragraph 3 of this Article required by the other Contracting Party in accordance with Article 4 of the present Agreement for entry into, departure from, or while within the territory of the other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo, aircraft stores and mail on serving the flights. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

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

6. When either 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 15 days from the date of such request will constitute grounds for a decision to withhold, revoke, limit or impose conditions on the operating authorization or technical permission of an airline or airlines of the other Contracting Party. When required by an emergency, the Contracting Party may take temporary actions prior to the expiry of 15 days.

## ARTICLE 12 Aviation Safety

1. Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. 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 aviation safety standards in the areas referred to in paragraph 1 that meet the Standards established at that time pursuant to the Convention on International Civil Aviation (Doc 7300), the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO Standards. The other Contracting Party shall then take appropriate corrective actions within an agreed period of time.

3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of State of the other Contracting Party may while within the territory of State of the other Contracting Party be the subject of a search by the authorized representatives of the other Contracting Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the conditions of the aircraft conform to the Standards established at that time pursuant to the Convention.

4. When urgent action is essential to ensure the safety of an airline operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Contracting Party.

5. Any action by one Contracting Party in accordance with paragraph 4 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

6. With reference to paragraph 2 of this Article, if it is determined that one Contracting Party remains in non-compliance with ICAO Standards when the agreed period of time has lapsed, the Secretary General of ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

#### ARTICLE 13 Tariffs

1. The tariffs to be charged by the designated airline of either Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit and the tariffs of other airlines.

2. The tariffs referred to in paragraph 1 of this Article shall be agreed by the designated airlines of both Contracting Parties, taking into account the tariffs of other airlines operating over whole or part of the specified route.

3. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least forty-five (45) days before the proposed date of their introduction. In special cases, this time may be reduced, subject to the agreement of the said authorities.

4. In the case the designated airlines cannot agree on any of these tariffs in accordance with the provisions of paragraph 2 of this Article, the aeronautical authorities of one Contracting Party give the aeronautical authorities of the other Contracting Party notice of their dissatisfaction with a tariff filed in accordance with the provisions of paragraph 3 of this Article. In such case, the aeronautical authorities of both Contracting Parties shall give efforts to determine the tariff by agreement between them.

5. If the aeronautical authorities cannot agree on any tariff submitted to them under the provisions of the paragraph 2 of this Article or the determination of any tariff in accordance with paragraph 3 of this Article the dispute shall be settled in accordance with the provisions of Article 18 of this Agreement.

#### ARTICLE 14 Exchange of information

1. Each Contracting Party shall cause its designated airline to provide to the aeronautical authorities of the other Contracting Party statistics relating to the traffic carried on the agreed services showing the points of embarkation and disembarkation.

2. Each Contracting Party shall cause its designated airline to provide to the aeronautical authorities of the other Contracting Party, as long as in advance as practicable, copies of tariffs, schedules, including any modification thereof, and all other relevant information concerning the operation of the agreed services, including information about the type of aircraft and capacity provided on each of the specified routes and any further information as may be required to satisfy the aeronautical authorities of this other Contracting Party that the requirements of this Agreement are being duly observed.

#### ARTICLE 15 Transfer of Earnings and Direct Sale

1. Each Contracting Party grants to the designated airline of the other Contracting Party the right to be engaged in air transportation sale on the territory of its State directly or at its discretion, through its agents. Each designated airline shall have the right to sale such transportation, and any person shall be free to purchase such services in currency of this country or in freely convertible currencies of the other countries in accordance with the national legislation of State of that other Contracting Party.

2. Each designated airline of one Contracting Party shall have the right to transfer the sum of excess of receipts over expenditure, earned within the territory of State of the other Contracting Party. Such transfer shall be made according to the national legislation set within the territory of State of the Contracting Party from which the transfer is made.

#### ARTICLE 16 Airline Representative Office and Staff

The designated airline of each Contracting Party shall be granted the right to establish office(s) and to station representatives and staff required for the operation of the agreed services in the territory of State of the other Contracting Party. Such representatives and staff shall be stationed subject to the approval of the competent authorities of both Contracting Parties. They shall observe national legislation in force in the territory of State of the other Contracting Party.

#### ARTICLE 17 Consultations

1. In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with the provisions of this Agreement and the Annexed schedules and shall consult when necessary to provide for modification thereof.

2. Either Contracting Party may request consultation in writing which shall begin within a period of sixty (60) days of the date of receipt of the request, unless both Contracting Parties agree to an extension of this period.

#### ARTICLE 18 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 some person or body; if they do not so agree, the dispute shall 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. Each Contracting Party 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 by such a tribunal and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator shall be appointed within a further period specified, or if the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not agreed upon within the period specified the President of the Council of the International Civil Aviation Organisation 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 arbitrator-tribunal.

3. The Contracting Parties shall comply with the decision given under paragraph 2 or this Article.

## ARTICLE 19 Multilateral Convention

In the event of the conclusion of a multilateral Convention or Agreement concerning air transport to which both Contracting Parties adhere, this Agreement shall be modified to conform to the provisions of such Convention or Agreement.

## ARTICLE 20 Registration with ICAO

The present Agreement and any amendment thereto shall be registered with the International Civil Aviation Organisation.

## ARTICLE 21 Amendments

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement including route schedules, which shall be deemed to be a part of the Agreement, shall request consultation in accordance with Article 17 of this Agreement. Such consultation may take place by exchange of communications.

2. If the amendment relates to the provisions of the Agreement other than route schedules and the amendment shall be approved by each Contracting Party in accordance with its legal procedure and shall come into effect when confirmed by an exchange of notes through diplomatic channel.

3. If the amendment relates only to the route schedules shall be agreed upon between the aeronautical authorities of both Contracting Parties.

## ARTICLE 22 Termination

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the Agreement. Such notices shall be simultaneously communicated to the International Civil Aviation Organisation. In such cases the Agreement shall terminate twelve (12) months after the date when the notice has been received by the other Contracting Party unless the notice to terminate is withdrawn by 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 Organisation.

## ARTICLE 23 Entry into force

This Agreement shall enter into force on the date on which the Contracting Parties have notified each other in writing through the diplomatic channel of their compliance with the legal requirements necessary for the implementation thereof. The date of entry into force shall be the date of the last notification.

In witness whereof the undersigned, being duly authorised by their respective Government, have signed this Agreement.

For the Government of Done at Muscat this 5<sup>th</sup> day of 5<sup>th</sup> October 2009 in duplicate in the Uzbek, Arabic and English the Republic of Uzbekistan languages, all texts being authentic. In case of divergent interpretations, the English text shall prevail.

For the Government of	For the Government of
the Republic of Uzbekistan	the Sultanate of Oman
Vladimir Norov	Dr. Khamis Bin Mubarak Essa Al-Alawi
Minister Of Foreign Affairs	Minister Of Transport& Communications

Vladimir Norov Minister Of Foreign Affairs Dr. Khamis Bin Mubarak Essa Al-Alawi Minister Of Transport& Communications

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## ANNEX ROUTE SCHEDULES

## A. <u>Section I</u>

(i) The airline(s) designated by the Government of the Republic of Uzbekistan shall be entitled to operate air services in both directions on routes specified hereafter

Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Any Points in Uzbekistan	Any Points	Any Points in Oman	Any Points

(ii) The airline(s) designated by the Government of the Sultanate of Oman shall be entitled to operate air services in both directions on routes specified hereafter

Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Any Points in Oman	Any Points	Any Points in Uzbekistan	Any Points

## B. Section II

The exercise of fifth freedom traffic rights by the designated airline(s) of each Contracting Party between intermediate points or beyond points in third countries shall be subject to an arrangement between the Aeronautical Authorities of both Contracting Parties.

## C. 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.

## D. Section IV

The designated airlines of each Contracting Party will have the right to operate to points in the territory of other Contracting Party separately or in combination on the same flight with co-terminal rights, provided no domestic traffic is carried except for own (stop for non-traffic purposes).

## Protocol

## To Air Services Agreement between the Government of the Republic of Uzbekistan and the Government of the Sultanate Oman

During the signing of the Air Services Agreement (ASA) between the Government of the Republic of Uzbekistan and the Government of the Sultanate of Oman (hereinafter "Agreement"), the undersigned agreed on the following statement, which shall be deemed to be a part of the Agreement:

With reference to the version of the Agreement, both parties have signed the English text of the ASA. Both Parties have agreed to translate, during a three (3) month period, the text of the Agreement in the Uzbek and Arabic languages and such texts shall then be signed and exchanged through diplomatic channels.

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

Done at Muscat on the  $5^{th}$  day of October 2009 in two original copies in the English language.

For the Government of	For the Government of
the Republic of Uzbekistan	the Sultanate of Oman
Vladimir Norov	Dr. Khamis Bin Mubarak Essa Al-Alawi
Minister Of Foreign Affairs	Minister Of Transport& Communications
Vladimir Norov	<b>\P</b> r. Khamis Bin Mubarak Essa Al-Alawi
Minister Of Foreign Affairs	Minister Of Transport& Communications