

MEMORANDUM OF UNDERSTANDING

Delegations representing the Aeronautical Authorities of the Russian Federation and the Republic of Tunisia (hereinafter referred to as the Tunisian Delegation and the Russian Delegation or both delegations respectively) met in Moscow on the 25th and the 26th of February 2014 in order to discuss various matters for further development of relations and cooperation between the respective countries in field of civil aviation. The discussions took place in a friendly and cordial atmosphere. The lists of delegations are enclosed as Attachment I.

Upon consultations both delegations agreed as follows.

1. Draft of the new ASA

Both delegations exchanged views and agreed 'ad referendum' on the draft of the new Air Services Agreement between the Government of the Russian Federation and the Government of the Republic of Tunisia (enclosed as Attachment II). The respective draft is initialed by the heads of the delegations.

Both delegations agreed to start their respective internal procedures for the formal signature of the ASA. Pending its formal signing and entry into force, the delegation came to the understanding that after the entry into force of the present Memorandum of understanding, the Aeronautical Authorities will act in accordance with the provision of the Annex of the new ASA.

2. Designation of airlines

Both delegations agreed that the principle of multi-designation on city pair basis stay in force pending entry into force of the new ASA. This principle will be applied to a provisions of the Annex of the new ASA.

3. Frequency entitlement

Both delegations agreed to keep in force frequency entitlement of 7 flights per week for Saint-Petersburg per specified route for each side and 10 flights per week for Moscow per specified route for each side.

The application of additional scheduled services will be agreed between the Aeronautical Authorities of both Sides.

Delegations agreed that designated air carriers of both sides shall enjoy any types of commercial cooperation on the routes to/from St. Petersburg starting from IATA season "Summer 2014". The signed commercial agreement will be subject to an approval of the respective Aeronautical Authorities.

Delegations agreed to establish for each Side frequency entitlement up to 3 scheduled flights per week in total to/from each city in the territory of the Russian Federation mentioned below:

- Rostov-Don;
- Kazan;
- Krasnodar;
- Sochi

Delegations agreed to establish for each Side frequency entitlement up to 3 scheduled flights per week in total to/from each city in the territory of the Republic of Tunisia mentioned below:

- Tabarka;
- Tozeur;
- two more points which would be specified later.

4. Charter services

Both delegations agreed that charter services shall be allowed on request of designated and non-designated carriers for operation of charter services over specified route within frameworks of respective national air regulations.

Charter services should not jeopardize scheduled services on the agreed routes.

Delegations expressed their intention to develop air services to/from the regional point of the Russian Federation.

5. Abolishment of visa requirement for crew members of Tunisian airlines

The Tunisian delegation asked to waive visa requirements for crew members of designated airlines of both Parties.

The Russian delegation informed that this requirement is applicable for all countries and can be abolished only after entry into force of respective Agreement between the Governments of the Russian Federation and the Republic of Tunisia. After fulfillment of the internal procedures the Agreement on this issue will be sent to the Tunisian side through diplomatic channels. The draft of the Agreement in Russian language is enclosed as Attachment III.

6. Tax exemption on Revenue

The Tunisian delegation submitted the following proposal:

“The two Parties agreed that designated airlines are exempted from any taxes imposed on revenue from sales.”

The Russian delegation informed that it will do its best to include this issue in the text of the new ASA. In case it fails due to internal procedures, this issue is to be addressed to the Ministry of Finance for further consideration.

7. Subsidies for flights to Tunisia

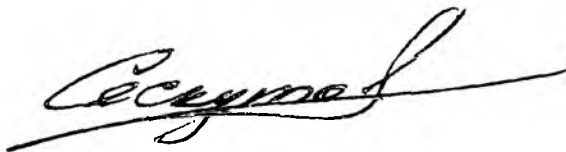
The Russian delegation requested to benefit from any subsidy program of the Tunisian Government as it was implemented during “low summer season 2012”, to the favor of Russian operators.

Both delegations agreed to hold next round of consultations in Tunisia at the turn of 2014 in order to discuss positively further development of air services.

This Memorandum of understanding enters into force on the date of signature.

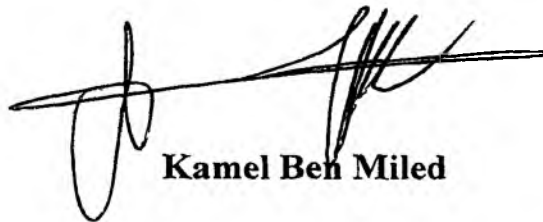
Done in Moscow on the 26th of February, 2014, in two copies, both in English language, both texts being equally authentic.

**For the Delegation of
the Aeronautical Authorities
of the Russian Federation**



Sergey A. Seskutov

**For the Delegation of
the Aeronautical Authorities
of the Republic of Tunisia**



Kamel Ben Miled

List of Russian Delegation

Sergey A. Seskutov	Deputy Director, Department of State Policy in Civil Aviation, Ministry of Transport of the Russian Federation (Head of the delegation);
Viktoriya A. Kuzovleva	Leading-expert of Air Services Division, Department of State Policy in Civil Aviation Ministry of Transport of the Russian Federation;
Anna Y. Ushatova	Adviser, International Relations Department, Federal Air Transport Agency;
Mariya S. Sorokina	Expert, Department of International Cooperation, Ministry of transport of the Russian Federation.

Observers from airlines

Alexander I. Delezha	Transaero Airlines;
Denis E. Savchenko	Transaero Airlines;
Kamil R. Feyzrakhamanov	Domodedovo Airport;
Zvereva V. Irina	Domodedovo Airport.

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List of Tunisian Delegation

Kamel Ben Miled	General Director of Tunisian Civil Aviation (Head of the delegation);
Larbi Naffouti	Air Transport Director, General Directorate of Civil Aviation, Ministry of Transport of the Republic of Tunisia;
Bechir Hani	Counselor, Embassy of Tunisia in Moscow;
Khaled Chelly	General Director Tunisair ;
Hamza Louati	Financial Director Tunisair;
Aonatef Ben Fekih	Tunisair General Manager for Austria, Central Europe and Russia ;
Mejid Kahlaoui	Representative in Russia and C.I.S., Tunisian Ministry of Tourism;
Karim Dahmani	Commercial Director Nouvelair.
Aziz Battikh	Flight Schedules and Planning Manager Syphax Airlines

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**AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE RUSSIAN
FEDERATION
AND THE GOVERNMENT
OF THE REPUBLIC OF TUNISIA**

The Government of the Russian Federation and the Government of the Republic of Tunisia (hereinafter referred to "as the Contracting parties");

Taking into consideration the fact of the Republic of Tunisia and the Russian Federation being Contracting Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944;

Acknowledging the importance of air transportation as a means of establishing and promoting friendship, understanding and co-operation between the peoples of the two countries;

Desiring to contribute to the progress of international civil aviation;

Desiring to conclude an Agreement for the purpose of establishing and operating air services between and beyond their respective territories,

Have agreed as follows:

ARTICLE 1

DEFINITIONS

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

- a) "**Convention**" the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes :
- any Annex or any amendment thereof adopted under Article 90 of the Convention, insofar as such Annex or amendment has been effective for both Contracting Parties; and any amendment which has entered into force under article 94 (a) of the Convention and has been ratified by both Contracting Parties;
- b) "**Aeronautical Authority**" in the case of the Russian Federation, the Ministry of Transport



of the Russian Federation or any person or body authorised to perform any function presently exercised by the said authorities; and in the case of the Republic of Tunisia, the Ministry of Transport of the Republic of Tunisia or any person or body authorized to perform any function presently exercised by the said authorities;

c) **"Agreement"** this Agreement, its Annex drawn up in application thereof, and any amendments to the Agreement or to the Annex;

d) **"Air service", "international air service", "airline"** and "stop for non traffic purposes" have the meaning respectively assigned to them in Article 96 of the Convention;

e) **"Regular equipment"** articles, other than stores and spare parts of a removable nature, for use on board an aircraft during flight, including first aid and survival equipment;

f) **"Designated airline"** an airline or airlines designated and authorised, in accordance with Article 3 (Designation and Authorisation) of this Agreement, for the operation of the agreed services;

g) **"Spare parts"** articles of a repair or replacement nature for incorporation in an aircraft, including engines;

h) **"Tariff"** the prices to be charged for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions of agency and other auxiliary services, but excluding remuneration and conditions for carriage of mail;

i) **"Territory"** in relation to a state has the meaning assigned to it in Article 2 of the Convention;

j) **"Capacity"** in relation to an aircraft means the payload of the aircraft available on the route or section of a route that an airline operate in a period; and

In relation to a specified air service means the capacity of aircraft, used on such service , multiplied by frequency of the flights, operated by such an aircraft over a given period and route or section of route

ARTICLE 2

GRANT OF RIGHTS

1. In accordance with provisions of the Annex to the present Agreement the designated airlines by each Contracting Party shall enjoy while operating international air service on a specified route the

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following rights:

- (a) to fly across the territory of the State of the other Contracting Party without landing;
- (b) to make stops in the territory of that State of the other Contracting Party for non-traffic purposes ; and
- (c) to land in the territory of the State of the other Contracting Party for the purpose of embarking and disembarking international traffic passengers, baggage, cargo and mail while operating an agreed service.

2. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing and operating international air services on the routes specified in the Annex to the present Agreement.(hereinafter called “the agreed services “ and “the specified routes”).

3. Nothing in this article shall be deemed to confer on the designated airlines of one Contracting Party the right of talking on board passengers, cargo and mail, carried for hire or reward, between the points in the territory of the State of the other Contracting Party.

4. For the purpose of realising the ground technical services of its aircraft the designated airlines of each Contracting Party may conclude the respective agreements with the enterprises of the other Contracting Party which have the needed license to provide such service in the territory of State of the other Contracting Party.

ARTICLE 3

DESIGNATION AND AUTHORISATION

1. Each Contracting Party shall have the right to designate in writing through the diplomatic channel, to the other Contracting Party an airline or airlines for the purpose of operating the agreed services on the specified routes

2. On receipt of notification that the Contracting Party has designated the airlines the other Contracting Party shall without delay, subject to the provisions of paragraphs 3 and 4 of this Article, grant to each designated airline, the appropriate operating authorization (hereinafter called the “operating authorization”)

3. the Aeronautical Authority of one Contracting Party prior to granting the operating

authorization may require an airline of the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the legislation normally and reasonably applied by such authorities to the operation of international air services.

4. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph 2 of this Article or to impose such conditions as it may deem necessary on the exercise by the designated airlines of the rights specified in Article 2 (Grant of rights) of this Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of those airlines are vested in the Contracting Party designating the airline or in its State nationals.

5. When a designated airline has been so authorized, it may begin to operate the agreed services provided that schedules, agreed between the designated airlines, are approved by the aeronautical authorities of the Contracting Parties and a tariffs established in accordance with the provisions of Article 11(Timetable) of this Agreement is in force in respect of that service.

ARTICLE 4

REVOCATION OR SUSPENSION OF OPERATING AUTHORITY

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the right specified in Article 2 (Grant of rights) of this agreement by a designated airline of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of these rights in any case:

- a) when the Contracting Party is not satisfied that substantial ownership and effective control of that designated airline are vested in the Contracting Party designating the airline, or in its State nationals; or
- b) of a failure by that designated airline to comply with the legislation in force of the Contracting Party granting; or
- c) the airline otherwise fails the conditions prescribed under the present Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringement of the legislation, such rights shall be exercised only after consultations with the Aeronautical Authority of the other Contracting Party. Such consultations shall begin as early as possible from the date of the request.

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ARTICLE 5

APPLICATION OF LAWS, REGULATIONS AND PROCEDURES

1. The laws, regulations and procedures of the State of one Contracting Party relating to the admission to, sojourn in, or departure from its territory of aircraft engaged in international air services, or to the operation and navigation of such aircraft, while within its territory shall be applied to the aircraft of the designated airline of the other Contracting Party upon its entry into, sojourn in, or departure from and while within the territory of the State of the first Contracting Party.

2. The laws, regulations and procedures of one Contracting Party relating to the admission to, sojourn in and departure from its territory of passengers, baggage, crew, cargo or mail of aircraft (including laws and regulations relating to entry, clearance, aviation security, emigration/immigration, passports, customs, quarantine and sanitary measures, or in the case of mail, postal and regulations) shall be complied with by or on behalf of such passengers, baggage, crew, cargo or mail of the designated airline of the other Contracting Party upon entry into sojourn in and departure from and while within the territory of the first Contracting Party.

3. One Contracting Party shall provide the other Contracting Party, upon request, such copies of laws, regulations and procedures.

ARTICLE 6

RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one contracting party and still in force, shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services provided that such certificates or licences were issued or rendered valid pursuant to, and in conformity with, the minimum standards established under the Convention.

2. Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of rights undertaken pursuant to rights granted under Article 2 (Grant of Rights), certificates of competency and licences granted to its own nationals by the other Contracting Party.

ARTICLE 7

CUSTOMS DUTIES AND OTHER PAYMENTS

1. Aircraft operated on agreed services by a designated airline of one Contracting Party, as well as their regular equipment, supplies of fuel, lubricants (including hydraulic fluids), consumable



technical supplies, spare parts (including engines), aircraft stores (including food, beverages, liquor, tobacco and other products for sale or use by passengers, in limited quantities, during the flight) and other items intended for or used solely in connection with the aviation operation or servicing, which are on board such aircraft, shall, on entering into the territory of the other Contracting Party, be exempt from all customs taxes or duties, provided such equipment, supplies and stores remain on board the aircraft until they are re-exported or consumed during flight over that territory on the agreed service.

2. There shall also be exemption from the same national or local duties, fees and charges, with the exception of charges based on the cost of the service provided:

- (a) aircraft stores taken on board in the territory of the State of one Contracting Party, within the limits as may be fixed by the appropriate authorities of the said Contracting Party, and intended for use on board the aircraft operated on an international service by the designated airline of the other Contracting Party;
- (b) aircraft spare parts (including engines) and regular equipment imported into the territory of the State of one Contracting Party for the maintenance or repair of aircraft operating the agreed services;
- (c) fuels, lubricants (including hydraulic fluids) and destined for the designated airlines of one Contracting Party to supply the aircraft operating on the agreed services, even when these supplies are to be used on any part of a journey performed over the territory of the other Contracting Party in which they have been taken on board; and.
- (d) the necessary documents with the airline's symbol used by the designated airlines of the other Party including tickets, airway bills that are imported or being imported by the airline of one Party to the territory of the State of the other Party in connection with the operation of the agreed services

3. Items referred to in paragraphs 1 of this article and above may be required to be kept under customs supervision or control in accordance with the internal legislation of the Contracting Parties. In such a case they may be placed under the supervision of those customs authorities until they are re-exported or otherwise disposed of in accordance with the international legislation of the State of that Contracting Party.

4. The regular equipment, as well as spare parts (including engines) aircraft stores, supplies of fuel, lubricants (including hydraulic fluids) and other items mentioned in this Article retained on board an aircraft operated by the designated airline of one Contracting Party may be unloaded in the territory of the State of the other Contracting Party only with the approval of the customs authorities of that territory. In such a case they may be placed under the supervision of those customs authorities until



they are re-exported or otherwise disposed of in accordance with the customs laws and procedures of the State of that Contracting Party.

5. Charges corresponding to the services performed, storage and customs clearance will be charged in accordance with the internal legislation of the State of the Contracting Parties.

6. Passengers, baggage, cargo and mail in direct transit across the territory of the State of one Contracting Party and not leaving the airport reserved for such purpose shall, except in respect of security measures against acts of violence and air piracy, as well as transportation of narcotics, be subject to no more than a simplified control. Baggage, cargo and mail in direct transit shall be exempt from the imposition of customs duties, taxes and charges.

ARTICLE 8

PRINCIPLES GOVERNING THE OPERATION OF AGREED SERVICES

1. The designated airline of each Contracting Party shall have fair and equal opportunity to operate the agreed services on the specified routes between respective territories of their States.

2. In operating the agreed services the designated airlines of each Contracting Party shall take into consideration the interests of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

3. The capacity to be provided by the designated airlines of each Contracting Party will bear a close relationship to the requirements of the public for transportation on each agreed route and will have as its primary objective the provision, at a reasonable load factor, of capacity adequate to meet the current and reasonably anticipated requirements for the carriage of passengers, baggage, cargo and mail originating from or destined for the territory of the Contracting Party which has designated the airline.

When air services provided by the designated airlines of one contracting Party between the points on the territory of the State of the – other Contracting Party and the points in the third countries the granted capacity shall be made in accordance with the general principles that capacity shall be related to the requirements of:

- a) Traffic between the countries of origin and destination;
- b) Traffic of the through which the agreed services pass; and
- c) Through airline operations.

ARTICLE 9

COMMERCIAL ACTIVITIES



1. The designated airlines of one Party shall be entitled on the basis of reciprocity, in accordance with the legislation relating to entry, residence and employment of the other Party, to bring in and maintain in the territory of the State of the other Party those of its own managerial, technical, operational and other specialist staff who are required for the provisions of the present air services.

2. Such requirements for staff may, at the discretion of the designated airline(s) of one Party met by its own staff or by using the services of any organization, company or airline operating in the territory of the other Party and authorized to provide such services to other airlines in accordance with legislation of the State of the Party.

3. Staff complies with the legislation of the other Party and, in accordance with legislation, each Party on the basis of reciprocity provides the staff with necessary work permits, temporary visas and other documents referred to in paragraph 1 of this Article, and both Parties simplify and facilitate the conditions for granting work permits to staff performing certain temporary duties for a period not exceeding 90 days.

4. The designated airline of one Party shall be granted the right of its own sale of international air services and promotional activities in the territory of the State of the other Party (such sale may be executed directly in the representations of the designated airlines or through of authorized agents or other third parties, chosen by the airlines).

5. The designated airline of one Contracting Party shall have the right to pay for local expenses in the territory of the other Contracting Party in local currency in accordance with the legislation of the other Contracting Party.

ARTICLE 10

TARIFFS

1. The tariffs applicable between the territories of the two Parties shall be established at reasonable levels, due regard being paid to all relevant factors including the cost of operation, the interest of users, reasonable profit, class of service and the tariffs of other airlines operating over whole or part of the specified routes.

2. The tariffs should be developed by the designated airlines individually .

3. The Aeronautical Authorities of either Party may require tariffs for an agreed service to be filed for approval (in such form as they may separately require), in which case such filing shall be submitted at least thirty 30 days before the proposed effective date, unless those aeronautical authorities permit the filing to be made on a shortest notice.

4. Where it is proposed that the Aeronautical Authorities of one or either of the Parties proposed



to intervene in a tariff that has been filed, the primary objectives of such intervention shall be:

- a). prevention of unreasonably discriminatory tariffs;
- b). protection of consumers from prices that are unreasonably high or restrictive because of the abuse of a dominant position;
- c). protection of airlines from prices to the extent that they are artificially low because of direct or indirect government subsidy;
- d). protection of airlines from prices that are low, where evidence exist as to an intent of eliminating competition.

5. If the Aeronautical Authorities do not agree on any tariffs submitted to them under the provisions of this Article, the dispute may be settled in accordance with the provisions of Article 19 (Settlement of disputes) of this Agreement. In any event, the aeronautical authorities of a Party shall not take unilateral actions to prevent the coming into effect or continuation of a tariff of an airline of the other Party.

ARTICLE - 11

TIMETABLE

1. The designated airline of each Contracting Party shall submit to the Aeronautical Authority of the other Contracting Party for approval, **thirty (30)** days in advance, the timetable of its intended services, specifying the frequency, type of aircraft, configuration and number of seats to be made available to the public.

2. Any subsequent changes to the approved timetables of a designated airline shall be submitted for approval to the Aeronautical Authority of the other Contracting Party.

3. In special cases, this period may be reduced, subject to the agreement of the said authorities;

ARTICLE 12

PROVISION OF INFORMATION

The Aeronautical Authority of each Contracting Party shall provide or shall cause its designated airline to provide the Aeronautical Authority of the other Contracting Party, upon request, such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the agreed service, including, but not limited to, statements of statistics related to the traffic carried by its designated airline between points in the territory of the other Contracting Party and other points on the specified routes. Another statement of statistics shall be subject of special agreement between the Aeronautical Authorities of both Contracting Party.

ARTICLE 13

TRANSFER OF EARNINGS

1. Each Contracting Party shall on base of reciprocity, grant to the designated airlines of the other Contracting Party the right of transfer freely the excess of receipts over expenditure earned by the airlines in connection with the operation of the international air services.

The said transfer shall be made in hard currency according to the official exchange rate valid for the date of transfer and in accordance with the financial legislation of the State of the Contracting Party, from which territory the transfer is made.

2. The provisions of the present Article do not affect the issues of taxation that are subject of the other -agreement between the Contracting Parties.

ARTICLE 14

AIRPORT AND SIMILAR CHARGES

Fees and other charges for the use of each airport including its installations, technical and other facilities and services as well as any charges for the use of air navigation facilities, communication facilities and services shall be made in accordance with the rates and tariffs established by each Contracting Party on the territory of its State, in accordance with Convention.

ARTICLE 15

AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to protect the security of Civil Aviation against acts of unlawful interference, forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board 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, its

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supplementary Protocol for the Suppression of unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, and the provision of bilateral agreement in force between the Contracting Parties as well as their agreements to be signed subsequently.

2. 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 other threat to the security of Civil Aviation.

3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties ; they shall require that operators of aircraft of their registry, or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in sub-article (3) of this article, applied by the other Contracting Party to entry into, departure from, or sojourn in the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also 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 act against the safety of such aircraft, their passengers and crew, airports and 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 16

AVIATION 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 thirty (30) days or such longer period as may be agreed, shall be grounds for the application of Article 4 of this Agreement

3. Notwithstanding the obligations in Article 33 of the Convention, it is agreed that any aircraft operated by the airline of one Contracting Party on services to, or from the territory of the State of another Contracting Party may, while within the territory of the State of the other Contracting Party, be made the subject of an examination by the authorised 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, provided this does not cause to unreasonable delay in the operation of the aircraft.

4. If any such ramp inspection or series of ramp inspections gives rise to serious concerns that:
- a) 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) 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 purpose of Article 33 of the Convention, be free to conclude that 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. Each Contracting Party reserves the right to suspend or vary in its territory the operating



authorisation of an airline 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 the airline operation.

6. 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.

ARTICLE 17

CONSULTATIONS

1- Either Aeronautical Authorities may at any time request consultations with the other Aeronautical Authorities of the other Contracting Party on the implementation, interpretation, application or amendment of, or compliance with this Agreement.

2- Such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days from the date such Aeronautical Authorities receives a request, unless otherwise agreed by the Contracting Parties.

ARTICLE 18

MODIFICATION OF AGREEMENT

1. If either of the Contracting Party considers it desirable to modify the terms of the present Agreement and the Annex thereto it may request a consultation between the aeronautical authorities of both Contracting Party in relation to the proposed modification. Consultations shall begin within a period of sixty (60) days from the date of the request unless the aeronautical authorities of the Contracting Parties agree upon the extension of that period.

2. The modifications of the Agreement shall come into effect when confirmed by an exchange of notes through diplomatic channels and that the Contracting Party have fulfilled all their internal procedures for the entry into force of this Agreement.

3. Modification to the Annex to this Agreement may be agreed to directly between the Aeronautical Authorities of the Contracting Parties. Such modifications shall apply from the date they have been agreed upon and enter into force when confirmed through the diplomatic channel.

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 such dispute by negotiations between the Aeronautical Authorities of the Contracting Parties.

2. In the case that Aeronautical Authorities failed to reach an agreement, the settlement of dispute may be reached by diplomatic negotiations. During those negotiations, the status-quo will be maintained.

3. (a) If settlement is not reached in accordance with sub-articles (1) or (2) the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrators.

(b) Each Contracting Party shall nominate one arbitrator and the third arbitrator, to be jointly appointed by the two arbitrators so nominated, shall act as President of the tribunal.

(c) Each Contracting Party shall nominate its arbitrator within a period of sixty (60) days from the date of receipt of a notice by either Contracting Party from the other, through the diplomatic channel, requesting arbitration of the dispute by such a tribunal and the third arbitrator, who shall be a national of a third State, shall be appointed within a further period of thirty (30) days.

(d) If either Contracting Party fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator, as the case may require, provided that the Chairman is not a national of either Contracting Party, in which case the Vice President of the Council of the International Civil Aviation Organization may be so requested. In such case, the arbitrator or arbitrators appointed by the said President or Vice President, as the case may require, shall not be nationals or permanent residents of the States Contracting Party to this Agreement.

4. Subject to the final decision of the tribunal, the Contracting Parties shall bear in equal proportion the interim costs of arbitration. Any expenses of the Council of the International Civil Aviation Organisation shall be distributed in equal proportion between both Contracting Parties.

5. The final Arbitration's decision shall be final and binding upon both Contracting Party.



ARTICLE 20

REGISTRATION OF AGREEMENT AND AMENDMENT

This Agreement and any subsequent amendments thereof shall be submitted by the Contracting Parties to the International Civil Aviation Organization for registration.

ARTICLE 21

TERMINATION OF AGREEMENT

1. Either Contracting Party may give notice in writing through the diplomatic channel to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organization. The Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by mutual agreement before the expiration of this period.

2. In default of acknowledgement of receipt of a notice of termination by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date on which ICAO acknowledged receipt thereof.

ARTICLE 22

MULTILATERAL AGREEMENTS

In the event of the conclusion of any multilateral agreement concerning air transport by which both Contracting Party become bound, this Agreement shall be amended so as to conform to the provisions of such multilateral agreement.

ARTICLE 23

ENTRY INTO FORCE

The present Agreement shall enter into force on the last written notification through the diplomatic channel confirming that the Contracting Parties have fulfilled all their internal procedures for the entry into force of this Agreement.

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From day present agreement comes into force, the Air Service Agreement between the Government of the Union of the Soviet Socialist Republics and the Government of the Republic of Tunisia, signed in Tunis on "12th of Mars 1964" will all supplements, annexes and amendments to this Agreement is terminated in regard to relations between the Russian Federation and the Republic of Tunisia.

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

Done at on in duplicate in Arabic, Russian and English languages, all texts being equally authentic.

In case of discrepancies of interpretation, the English text shall be used.

**FOR THE GOVERNMENT OF
THE RUSSIAN FEDERATION**

**FOR THE GOVERNMENT OF
THE REPUBLIC OF TUNISIA**



ANNEX

TO THE AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF TUNISIA AND THE GOUVERNMENT OF THE RUSSIAN FEDERATION

1. Route schedule

- a) The designated airlines of the Russian Federation shall be entitled to operate international scheduled air services in both directions on the routes specified hereunder:

POINTS OF ORIGIN	INTERMEDIATE POINTS	POINTS IN THE REPUBLIC OF TUNISIA	POINTS BEYOND
Any Points in the Russian Federation	Point(s) to be agreed later on	Tunis, Monastir, Enfidha, Djerba, Tozeur, Tabarka, other points in the Republic of Tunisia*	Point(s) to be agreed later on

- b) The designated airlines of the Republic of Tunisia shall be entitled to operate international scheduled air services in both directions on the routes specified hereunder:

POINTS OF ORIGIN	INTERMEDIATE POINTS	POINTS IN THE RUSSIAN FEDERATION	POINTS BEYOND
Any Points in the Republic of Tunisia	Point(s) to be agreed later on	Moscow, St. Petersburg, Rostov-Don, Sochi, Kazan, Krasnodar, other points in the Russian Federation*	Point(s) to be agreed later on

* Other points shall be subject to an agreement between the Aeronautical Authorities of the Contracting Parties.

2. Notes

- 1) Intermediate points and points beyond the territories of the Contracting Parties shall be subject to an agreement between the Aeronautical Authorities of the Contracting Parties. Intermediate points and points beyond may be omitted by the designated airlines of the Contracting Parties at their discretion.

2) The right of the designated airlines of one Contracting Party to transport passengers, cargo and mail between the points in the territory of the other Contracting Party and points in the territory of the third countries (exercise of fifth freedom traffic right) shall be subject to the agreement between the Aeronautical Authorities of the Contracting Parties.

3) Charter, additional and non-scheduled flights shall be carried out based on preliminary request of the designated as well as non-designated airlines, submitted to the Aeronautical Authorities at least (120) hours before the departure, except weekends and holidays.

Charter flights shall be allowed on request, provided that these flights should not jeopardize the scheduled flights.

4) Designated airlines of one Contracting Party, which operate flights on the agreed services, may enter into commercial and marketing arrangements, such as "code-sharing" with designated airlines of the other Contracting Party. The Aeronautical Authorities of the Contracting Parties shall agree upon such arrangements. Similar arrangements with airlines of third countries shall be subject to separate agreement between the Aeronautical Authorities of the Contracting Parties in relation to agreed services and specified routes, in conformity with above mentioned route scheduled.

5) Utilization of aircraft leased with the crew to operate agreed services by the airlines is permitted between the designated airlines of Contracting Parties.

6) Any operation along Transsiberian, Transpolar and Transasian Air Route networks in the airspace of the Russian Federation shall be subject to the separate agreement between the Aeronautical Authorities of the Contracting Parties.



№ _____

Министерство иностранных дел Российской Федерации свидетельствует свое уважение Посольству Тунисской Республики в Российской Федерации и от имени Правительства Российской Федерации имеет честь сообщить следующее.

Правительство Российской Федерации настоящим предлагает Правительству Тунисской Республики установить на основе взаимности упрощенные правила въезда на территории своих государств, пребывания на этой территории и выезда с нее для членов экипажей воздушных судов назначенных авиапредприятий, которые осуществляют эксплуатацию договорных линий по указанным в Соглашении между Правительством Союза Советских Социалистических Республик и Правительством Тунисской Республики о воздушном сообщении от 12 марта 1994 года маршрутам, а также для членов экипажей воздушных судов других авиапредприятий, осуществляющих по договорным линиям чартерные и специальные рейсы.

Эти упрощенные правила предусматривают следующее.

Членам экипажей (летному экипажу, бортпроводникам и бортоператорам) воздушных судов российских и тунисских назначенных авиапредприятий, которые осуществляют эксплуатацию договорных линий по установленным маршрутам между аэропортами Российской Федерации и Тунисской Республики в соответствии с указанным Соглашением или которые осуществляют чартерные рейсы или специальные рейсы из аэропортов (или в направлении аэропортов), открытых для международного сообщения, расположенных соответственно на территории Российской Федерации или на территории Тунисской Республики, и у которых имеются действующие национальные заграничные паспорта, разрешение на работу и удостоверения члена экипажа, разрешается при условии включения сведений с них в генеральную декларацию рейса прибывать на территорию Российской Федерации или на территорию Тунисской Республики, оставаться в аэропорту, где совершило посадку воздушное судно, или в пределах границ примыкающих к этому аэропорту городов и покидать указанные территории тем же или очередным регулярным рейсом данного авиапредприятия без оформления виз.

В случае приземления воздушного судна на запасной аэродром вопрос о выходе членов экипажа этого воздушного судна за периметр указанного аэродром решается компетентными службами.

Удостоверения члена экипажа должны содержать информации предусмотренную Приложением 9 к Конвенции о международной гражданской авиации 1944 года.

ПОСОЛЬСТВУ
(Тунисской Республики)

г. Москва



В случае согласия Правительства Тунисской Республики с вышеизложенным Министерство имеет честь от имени Правительства Российской Федерации предложить считать настоящую ноту и ответную ноту Посольства Тунисской Республики Соглашением между Правительством Российской Федерации и Правительством Тунисской Республики об упрощенных правилах въезда, пребывания и выезда для членов экипажей воздушных судов авиапредприятий Российской Федерации и Тунисской Республики, которое вступит в силу с даты получения по дипломатическим каналам последнего из двух письменных уведомлений о выполнении Сторонами соответствующих внутригосударственных процедур, необходимых для его вступления в силу.

Каждая Сторона может в любой момент уведомить другую Сторону о своем намерении прекратить действие настоящего Соглашения. В таком случае действие настоящего Соглашения прекратится через 6 месяцев с даты получения другой Стороной уведомления, если только такое уведомление не будет отозвано по обоюдному согласию Сторон до истечения этого срока.

Министерство иностранных дел Российской Федерации пользуется случаем, чтобы возобновить Посольству Тунисской Республики в Российской Федерации уверения в своем высоком уважении.

