**Disclaimer: The official version of the law and any amendments thereto is published in Arabic in the Official Gazette. This version of the law, including amendments thereto, is provided for guidance and easy reference purposes. The Legislation & Legal Opinion Commission does not accept any liability for any discrepancy between this version and the official version as published in the Official Gazette and / or any inaccuracy or errors in the translation.**

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**Published on the website on May 2024**

**Legislative Decree No. (14) of 1995 ratifying Bilateral Conventions regarding Air Transportation**

We, Isa Bin Salman Al Khalifa, Emir of the State of Bahrain

Having reviewed the Constitution;

Emiri Order No. (4) of 1975;

And Bilateral Agreements on Air Transport;

Upon the submission of the Minister of Transportation;

And after the approval of the Council of Ministers,

**Hereby Decree the following Law**

**Article One**

The following conventions have been ratified:

1- Air Transportation Convention between the Government of the State of Bahrain and the Government of Australia, signed in Manama on 29 April 1995.

2- Air Transportation Convention between the Government of the State of Bahrain and the Government of Seychelles, signed in Manama on 26 June 1995.

3- Air Transportation Convention between the Government of the State of Bahrain and the Government of the French Republic, signed in Manama on 3 July 1995, attached to this Law.

4- Air Transportation Convention between the Government of the State of Bahrain and the Government of the Republic of Yemen, signed in Manama on 12 July 1995, attached to this Law.

**Article Two**

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

**Emir of the State of Bahrain**

**Isa bin Salman Al Khalifa**

Issued at Riffa Palace

On 13 Rabi' al-awwal 1416 A.H.

Corresponding to 9 August 1995

**Agreement between the Government of the State of Bahrain and the Government of the French Republic regarding Air Transport**

Since the Government of the State of Bahrain and the Government of the French Republic (hereinafter referred to as "the Contracting Parties") are parties to the International Civil Aviation Convention, opened for signature in the city of Chicago on the seventh day of December 1944, and desiring to enter into an agreement for the establishment of international air services between their respective territories and beyond.

They have agreed as follows:

**Article One**

**Definitions**

1- For the purposes of this Agreement, unless the context otherwise requires:

a- The term "Convention” shall refer to the International Civil Aviation Convention opened for signature in Chicago on the seventh day of December 1944, including all annexes adopted pursuant to Article (90) of the Convention, any amendments to the Convention or its annexes under Articles (90) and (94) of the Convention if they have become effective or adopted by both Contracting Parties.

b- The term "Aviation Authorities" for the Government of the State of Bahrain shall mean the Minister of Transportation or the appointed representative, and for France, the Assistant Undersecretary for Civil Aviation Affairs. In both cases, it shall also mean any other authority or person authorized to perform the functions currently exercised by the mentioned authorities.

c- The term “designated air transportation company” shall refer to the air transportation company designated and authorized in accordance with the provisions of Article Four of this Agreement.

d. The term "Tariff" shall refer to the prices paid for the carriage of passengers, baggage, and cargo and the conditions governing the application of these prices, including rates and conditions for agency and other ancillary services, excluding postal rates and conditions.

e. The term "Territory" with respect to any State shall have the meaning specified in Article (2) of the Convention.

f- The terms "International Service," "International Air Service," "Air transportation Company," and "Stopover for non-transportation purposes" for the purposes of this Agreement shall have the meanings ascribed to them in Article (96) of the Convention.

2- It shall be understood that the titles placed at the head of each article of this Convention shall not limit or extend in any way the meaning of any provision of this Agreement.

**Article Two**

**The extent of the application of the Chicago Convention**

The provisions of this Agreement shall be subject to the provisions of the Chicago Convention to the extent that these provisions apply to international air services.

**Article Three**

**Grant of rights**

1. Each of the contracting parties shall grant the other contracting party the following rights with regard to its scheduled international air services.

a. Overflying the territory of the other contracting party without landing.

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

2. Each contracting party shall grant the other contracting party the rights specified in this Agreement for the purpose of establishing scheduled air services on the routes in the relevant sector as attached to this agreement. These routes and the specific routes are hereinafter referred to as "agreed routes" and "specified routes", respectively. In order to operate a route from the agreed routes on a route from the specified routes, the air transport institution appointed by either of the contracting parties shall be entitled to the rights mentioned in paragraph (1) of this Article, in addition to the right to stop in the territory of the other contracting party at the points specified on those routes attached to this agreement for the purpose of taking on and disembarking passengers and cargo, separately or collectively.

3. No provision of paragraph (2) of this Article shall be considered as authorizing the air transportation company of either of the contracting parties to carry passengers, cargo or mail in the territory of the other contracting party who are travelling for remuneration to a point in the territory of the other party.

4. For the purposes of paragraph (2) of this Article, each contracting party may determine the air routes that the other contracting party's designated air transportation company shall use over its territory, as well as the airports to be used.

**Article Four**

**Designation of Air Transportation Companies**

1. Each contracting party shall have the right to appoint in writing to the other contracting party one designated air transportation company for the purpose of operating the agreed services on the specified routes.

2. Upon receiving such designation, the other contracting party, taking into account the provisions of paragraphs (3) and (4) of this Article, shall promptly grant the designated air transportation company the necessary operating license.

3. The aviation authorities of either of the contracting parties may require the air transportation company designated by the other contracting party to demonstrate its capability to meet the conditions imposed by the laws and regulations of those authorities in a normal and reasonable manner concerning the operation of international air services in accordance with the provisions of the Convention.

4. Each of the contracting parties shall have the right to refuse to grant the operating license referred to in paragraph (2) of this Article or impose conditions it deems necessary on the enjoyment by the designated air transportation company of the rights specified in Article (3) of this Agreement, in any case where the contracting party is not satisfied that a substantial ownership and effective control of the designated air transportation company are vested in the contracting party appointing the air transportation company or its nationals.

5. The air transportation company designated and licensed in this manner may commence the operation of the agreed services in accordance with the provisions of this Convention.

**Article Five**

**Cancellation, Suspension or Renewal of the Operating License**

1. Each contracting party shall have the right to cancel, renew, or suspend the exercise of the rights specified in Article (3) of the current Agreement by the air transportation company designated by the other contracting party, or impose conditions it deems necessary in any of the following cases:

a. Whenever it is not demonstrated that a significant portion of the ownership and effective control of the air transportation company is in the hands of the contracting party that appointed the air transportation company or its nationals.

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

c. In the event of failure to operate in accordance with the conditions outlined in the current Agreement by the air transportation company.

2. Unless the cancellation, suspension, or imposition of conditions mentioned in paragraph (1) of this Article is necessary to prevent a violation of laws and regulations, this right shall only be exercised after consultation with the other contracting party.

**Article Six**

**Fees**

1. The normal fees imposed by the competent authorities on the air transportation company designated by the other contracting party for the use of public facilities and other services under their control shall not be discriminatory fees. Additionally, this air transportation company cannot be obligated to pay fees higher than the fees paid by the air transportation company affiliated with the contracting party imposing these fees in relation to the exploitation of similar international air services.

2. The normal fees imposed on the air transportation company affiliated with the other contracting party may fairly reflect but shall not exceed a reasonable proportion of the total economic cost required by the competent authorities for providing airport and air navigation services and aviation security. Facilities and services for which fees are charged shall be provided efficiently and economically, and the competent authorities shall provide advance notice of significant amendments to these normal fees at least 4 months in advance.

**Article Seven**

**Exemption from Customs Fees and Other Fees**

1. Upon arrival in the territory of any of the contracting parties, aircraft used in international air services by the air transportation company designated by the other contracting party, as well as their regular equipment, ground handling equipment, fuel, lubricating oils, specialized equipment for operation, and spare parts, including engines, and goods (in particular, food and beverages, tobacco, and other items sold to passengers or intended for use in limited quantities during the flight), and other products that are only used in the operation of the aircraft or for providing services on board an aircraft engaged in international air travel, shall be exempted from fees, ownership taxes, capital levies, customs fees, indirect taxes, and similar charges imposed by national or local authorities that are not based on the cost of the services provided, provided that this equipment and goods remain on board the aircraft.

2. Furthermore, all fees and taxes imposed on imports based on the principle of reciprocity, including travel cards, air navigation documents, regular advertising materials, and the air transportation company and cards affixed to baggage bearing the logo or name of the air transportation company, which are imported into the territory of either of the contracting parties by the designated air transportation company affiliated with the other contracting party and its agents for use on board its aircraft and for the provision of services to its passengers exclusively, shall also be exempted.

3. The following items shall also be exempted from taxes and customs fees and other charges mentioned in clause (1) of this Article on a reciprocal basis, except for fees based on the cost of the service provided:

a. Aircraft stores supplied in the territory of either of the contracting parties, provided that they are used on board the departing aircraft of the designated air transportation company affiliated with the other contracting party that operates international flights, even if these stores are used during a portion of the flight over the territory of the contracting party in which the stores were loaded.

b. Ground equipment and spare parts, including engines, imported into the territory of either of the contracting parties for use on board the aircraft and for the maintenance or repair of aircraft of the designated air transportation company affiliated with the other contracting party that provides international air services.

c. Fuel, lubricating oils and technical materials imported into the territory of either of the contracting parties or supplied in this territory for use on board the aircraft of the designated air transportation company affiliated with the other contracting party that provides international air services, even if they are used during a portion of the flight over the territory of the contracting party in which these materials were loaded.

4. The regular equipment, generator and stores on board the aircraft used by the air transportation company designated by the other contracting party may not be unloaded except with the approval of the customs authorities of that party.

5. The materials referred to in paragraphs (2) and (3) above may be placed under customs control or supervision, and a decision may be taken regarding them in accordance with customs regulations.

**Article Eight**

**Principles Governing the Operation of the Agreed Lines**

1. Equal and fair opportunities shall be provided to both designated air transportation companies affiliated with the contracting parties to operate the agreed services on the specified routes between their respective territories.

2. When operating the agreed services, each designated air transportation company affiliated with either contracting party shall take into account the interests of the designated air transportation company of the other contracting party so as not to affect unjustly the services which the latter provides on the whole or part of the same air route.

3. The agreed services provided by the air transportation companies designated by the contracting parties shall be commensurate with the public's transportation needs on the specified routes, with their primary objective being to provide a capacity at a reasonable payload factor that is commensurate with existing and expected needs, within reasonable limits, for the carriage of passengers, cargo, and mail, whether originating in or destined for the territory of the contracting party that designated the company. The rules relating the transport of passengers, goods and mail, whether taken from or disembarked at points on specified routes in the territories other than those that designated the air transport company, shall be in accordance with the general principles that require capacity to be proportionate to:

a. Traffic requirements to and from the territory of the contracting party that designated the company.

b. Traffic requirements in the region traversed by the air transportation company, taking into account other local and regional air services specified by the air transportation authorities of countries in this region.

c. Requirements of direct air lines.

**Article Nine**

**Commercial Activities of Air Transportation Companies**

1. The air transportation company designated by either of the contracting parties shall have the right to establish offices in the territory of the other contracting party for the purpose of conducting its commercial activities, including promotional and advertising activities, and selling airline tickets in accordance with the regulations and laws of that party.

2. The air transportation company designated by either of the contracting parties shall be entitled to bring and retain in the territory of the other contracting party its administrative, commercial, technical, operational staff, and other experts necessary for providing air services, in accordance with the laws and regulations of that party related to entry, residence, and work.

3. The air transportation company designated by either of the contracting parties shall have the right to directly engage in the sale of airline tickets in the territory of the other contracting party or as per the choice of the air transportation company through authorized agents and all individuals shall have the freedom to purchase these tickets in the national currency or another convertible currency.

4. The air transportation company designated by either of the contracting parties shall have the option to select its ground service agent in the territory of the other party through approved and competitive agencies. Ground services shall be provided on a non-discriminatory basis to all air transportation companies, and fees shall be based on the cost of services provided.

**Article Ten**

**Recognition of Certificates and Licenses**

1- Each contracting party shall recognize certificates of airworthiness, certificates of eligibility and licenses issued or approved by the other contracting party for the purpose of operating the designated routes and agreed lines specified in the annex.

2- Each contracting party shall reserve the right not to recognize certificates of eligibility and licenses issued for the purpose of overflying its territory by the other contracting party or any other state for its nationals.

**Article Eleven**

**Approval of Schedules**

1- The air transportation company designated by each contracting party shall submit its flight schedules to the aviation authorities of the other contracting party for approval.

2- These schedules shall be submitted at least thirty days prior to commencing operations and shall include the flight schedules, the number of flights, types and capacities of aircraft to be used, and any other information related to the operation.

3- Any subsequent changes to the flight schedules of the air transportation company designated by the contracting party shall be subject to approval by the aviation authorities of the other contracting party. In exceptional cases, the aforementioned period may be shortened with the consent of these authorities.

**Article Twelve**

**Exchange of Statistical Information**

The aviation authorities of either contracting party shall provide, upon request, periodic statistical reports or similar information related to the operations of the designated air transportation company on the agreed lines to the aviation authorities of the other contracting party.

**Article Thirteen**

**Application of Laws and Regulations**

1- The laws and regulations of either contracting party shall apply to the navigation and operation of aircraft of the company designated by the other contracting party while entering, being present within, overflying or departing from its territory.

2- The laws and regulations of either contracting party regarding the entry of passengers, crew, goods, and mail into its territory, as well as entry and exit procedures, immigration, customs, health, and quarantine for passengers, crew, goods, and mail carried by the company designated by the other contracting party while within this territory, shall also apply.

3- The laws and regulations referred to in paragraphs (1) and (2) shall be the same as the laws and regulations applicable to the transportation company of the concerned contracting party when exploiting similar international lines.

**Article Fourteen**

**Transit**

1- Transit passengers passing through the territory of either contracting party under normal circumstances shall be subject to a minimum of inspection.

2- Baggage and cargo transiting directly shall be exempted from customs fees and other taxes mentioned in paragraph (1) of Article Seven.

**Article Fifteen**

**Transfer of Surplus Revenues**

1- Each contracting party shall grant the air transportation company designated by the other contracting party, on the basis of reciprocity, the right of free transfer in accordance with the prevailing exchange control regulations in the territory where the revenues were realized, of such revenues as exceed the expenses incurred by the air transportation company in its territory resulting from the carriage of passengers, mail, and cargo.

2- Declaration of currency exchange and transfers shall be promptly made without restriction or imposition of any tax at the exchange rate applicable to the transaction or transfer on the date of application.

**Article Sixteen**

**Aviation Security**

1- The contracting parties shall reaffirm, in accordance with their rights and obligations under international law, that their commitment to each other to protect civil aviation against unlawful interference constitutes an integral part of this Agreement.

Without prejudice to their general rights and obligations under international law, the contracting parties shall act specifically in accordance 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, and any other multilateral Convention governing civil aviation security accepted by the contracting parties.

3- Each of the contracting parties shall provide, upon request to the other party, all necessary assistance to prevent unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crews, airports, and air navigation facilities, and any other threat to the security of civil aviation.

4- The contracting parties shall act in accordance with the aviation security provisions established by the International Civil Aviation Organization and specified in attachments to the International Civil Aviation Convention, to the extent that such security provisions apply to both parties, and they shall require their registered aircraft operators or operators whose principal place of business or residence is located in the territory of each party, and airport operators in the territory of each party, to comply with the aviation security provisions mentioned.

Each contracting party shall notify the other contracting party, upon request by the latter, of any differences between its national regulations and procedures on the one hand and the aviation security standards specified in the attachments mentioned in the paragraph. Either of the contracting parties may, at any time, request consultations with the other party to discuss these differences.

5- Each contracting party shall agree that its aircraft operators may be required to observe the security provisions referred to in paragraph (4) above that are required by the other party for entry into the territory of that other party, departure from that territory, or while in that territory, and each contracting party shall ensure that effective measures are taken within its territory to protect aircraft and to inspect passengers, crews, carry-on items, checked baggage, cargo, and aircraft stores prior to and during boarding or loading.

Each contracting party shall positively examine any request by the other party for the implementation of reasonable security measures against specific threats to civil aviation.

6- In the event of an incident or threat of an incident of unlawful seizure of civil aircraft or any other unlawful act against the safety of such aircraft, their passengers and crews, airports, or air navigation facilities, the contracting parties shall cooperate in facilitating communications and other appropriate measures to mitigate such incident or threat quickly and safely.

7- If a contracting party has reasonable grounds to believe that the other party has deviated from the provisions of this Article, it may request immediate consultations with the other party regarding the matter.

**Article Seventeen**

**Tariffs**

01 The tariff for transportation to be provided by the air transportation company designated by the contracting party shall be determined at reasonable levels, taking into account all factors related thereto, especially the operating costs, reasonable profit, and the advantages of the service. This tariff shall also consider the tariffs of other air transportation companies operating on the same designated routes or part thereof.

02 The tariff mentioned in paragraph (1) of this Article shall be agreed upon, if possible, between the air transportation companies designated by the contracting parties, after consulting with other air transportation companies operating the entire designated route or part thereof. Such an agreement, if possible, shall be made using the procedures of the International Civil Aviation Organization for tariff determination.

03 The approved tariff shall be submitted for approval to the civil aviation authorities of both contracting parties, at least forty-five (45) days before its expected effective date. In special cases, this period may be shortened with the approval of these authorities.

04 The approval of the tariff shall be explicit. If no authority from the civil aviation authorities expresses its disapproval within 30 days from the date of submission, in accordance with paragraph (3) of this Article, the tariff shall be deemed approved. In the event of an agreement to reduce the notice period according to paragraph (3), the civil aviation authorities may agree to a shorter notification period of less than (30) days.

5- If the tariff is not agreed upon according to paragraph (2) of this Article or if the civil aviation authorities, within the period prescribed in accordance with paragraph (4) of this Article, notify the other civil aviation authorities of their rejection of the tariff agreed upon under the provisions of paragraph (2) of this Article, then in this case, the authorities of the contracting parties shall seek to determine the tariff by mutual agreement.

6- If the civil aviation authorities are unable to reach an agreement, the tariff submitted for approval according to paragraph (3) of this Article or on the determination of the tariff according to paragraph (5) of this Article, then in this case, the dispute shall be settled in accordance with the provisions of Article (21) of this Convention.

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

**Article Eighteen**

**Consultation and Amendment**

1- In the spirit of close cooperation, the civil aviation authorities of the contracting parties shall consult from time to time with the aim of ensuring the respect and implementation of the provisions of this Agreement and its appendices in a satisfactory manner.

2- If one of the contracting parties considers it desirable to amend the provisions of this Agreement, it may request consultation with the other contracting party. Such consultation shall commence within (60) days from the date of the request.

3- Only amendments to the provisions contained in the attached schedules may be agreed upon by the civil aviation authorities of the contracting parties.

4- The agreed-upon amendments shall be confirmed by exchanging diplomatic memorandums.

**Article Nineteen**

**Conformity with Multilateral Conventions**

This Agreement and its appendices shall be amended to conform to any multilateral convention that may become effective for the contracting parties.

**Article Twenty**

**Termination of the Agreement**

1- Either of the contracting parties may, at any time it wishes, notify the other contracting party of its decision to terminate the current Agreement, provided that this notice is simultaneously communicated to the International Civil Aviation Organization.

In this case, the current Agreement shall terminate after a period of (12) twelve months from the date on which the other contracting party receives the termination notice, unless the termination notice is withdrawn by mutual agreement between the contracting parties before the end of this period. In the absence of acknowledgement of receipt from the other contracting party, it shall be deemed to have been received after (14) fourteen days from the date on which the International Civil Aviation Organization received the notice.

**Article Twenty One**

**Dispute Settlement**

1- If any dispute arises between the contracting parties regarding the interpretation or application of the current Agreement, they shall first attempt to settle it through negotiations.

2- If the contracting parties do not reach a settlement through negotiations, in that case, they have the right to agree to refer the matter of the dispute to a person or body for a decision. If they do not agree on such a referral, the dispute shall be referred, at the request of either of the contracting parties, to a court composed of three arbitrators to make a decision on the dispute. Each contracting party shall appoint one arbitrator, and the arbitrators appointed in this manner shall appoint the third arbitrator. Each contracting party shall appoint an arbitrator within a period of 60 days from the date of receiving the notification send by diplomatic means from the other contracting party requesting arbitration on the matter of the dispute. The third arbitrator shall be appointed within an additional period of 25 days. In the event that either of the contracting parties fails to appoint an arbitrator within the specified period or if the third arbitrator is not appointed within the specified period.

The President of the Council of the International Civil Aviation Organization may appoint one or more arbitrators upon the request of either of the contracting parties, as appropriate. In this case, the third arbitrator shall be a national of a third state and shall perform the functions of the President of the arbitral tribunal.

3- The arbitral tribunal shall determine its procedural rules.

4- The contracting parties undertake to respect and implement any decision issued in accordance with paragraph (2) of this Article. The decision shall state the reasons for its issuance and shall be final and binding on the contracting parties.

5- The contracting parties shall share equally the costs of the arbitral tribunal.

**Article Twenty Two**

**Registration with the International Civil Aviation Organization**

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

**Article Twenty Three**

**Attachments**

The attachments to this Agreement are an integral and inseparable part of this Agreement, and any reference to the Agreement shall include a reference to the attachments unless expressly stated otherwise.

**Article Twenty Four**

**Entry into Force**

This Agreement shall enter into force on the date on which the diplomatic memorandums confirming that the constitutional procedures have been applied are exchanged.

In witness thereof, the duly authorized representatives for this purpose have signed by their respective governments this Agreement.

Done in Bahrain on 3 July 1995, in Arabic and French languages, both texts being equally authentic for all purposes, and each party shall keep a copy of both languages for the purpose of implementation of the Agreement.

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

**On behalf of the Government of the French Republic**

**ANNEX 6**

**Schedule of Routes Authorized to be Operated by the Air Transportation Company Designated by the State of Bahrain:**

**From**

**Intermediate Point**

**To**

**Bahrain**

**Frankfurt**

**Paris**

For passenger flights, the air transportation company designated by the State of Bahrain shall be authorized to operate to any point east of "Reykjavik" that is not specified in the designated route schedule, provided that it does not engage in air transport between those points and Paris.

**Routes Authorized to be Operated by the Air Transportation Company Designated by the French Republic:**

**From**

**Intermediate Point**

**To**

**France**

**Cairo**

**Bahrain**

For passenger flights, the air transportation company designated by the French Republic shall be authorized to operate to any point west of "Dhaka" that is not specified in the designated route schedule, provided that it does not engage in air transport between those points and Bahrain.

**Notes**

1- For all air cargo flights, the air transportation companies designated by both contracting parties shall be allowed to operate to any point not specified in the designated routes, provided that they do not engage in air transportation between these points and the territory of the other contracting party.

2- The air transportation companies designated by both contracting parties have the right not to operate to one or more points on the designated air routes for their air services or a part thereof.

3- The air transportation companies designated by both contracting parties have the right to terminate their air services on the designated routes within the territory of the other contracting party and/or at any point beyond that territory.

4- The air transportation companies designated by both contracting parties shall have the right to adjust the service arrangements for these points located on the agreed-upon routes, and they have the specific right to use points located beyond the route as intermediate points or to use intermediate points as points located beyond the route, in any arrangement.

**Agreement between the Government of the State of Bahrain and the Government of the Republic of Yemen on the Regulation of Air Transportation Services between Them**

The Government of the State of Bahrain and the Government of the Republic of Yemen, being parties to the International Civil Aviation Convention presented for signature in Chicago on the seventh day of December 1944.

Desiring to conclude a supplementary agreement to the aforementioned Convention in order to establish air services between their territories and beyond.

They have agreed on the following:-

**Article (1)**

**Definitions**

For the purposes of this Agreement, unless the text requires otherwise, the following meanings shall be attributed to the following words:

A- The “Convention” means the International Civil Aviation Convention presented for signature in Chicago on the seventh day of December 1944 and includes any annexes adopted pursuant to Article (90) of that Convention and any amendments that have become effective or have been agreed upon by both contracting parties.

B- “Aviation Authorities” means, in the case of the Government of the State of Bahrain: Civil Aviation Affairs, represented by the Assistant Undersecretary for Civil Aviation Affairs, or any person or authority currently authorized to exercise the powers vested in it, or similar powers on behalf of the Government of the Republic of Yemen: General Authority for Civil Aviation and Meteorology, represented by the President of the Board of Directors, or any person or authority currently authorized to exercise the powers vested in it or any similar powers.

C- “Designated Airline” means the designated air transportation company or airline that has been designated and licensed under Article Four of this Agreement.

D- “Territory”, with respect to any state, means the land and water areas adjacent to the state's territory under its sovereignty, jurisdiction, or control).

**E- “Air Service”, “International Air Service”, “Airline”, and “Landing for Non-Commercial Purposes” shall have the meanings ascribed to each of them in Article Ninety Six of the Convention.**

F- “Agreed Services” shall mean the regular air services for the transportation of passengers, cargo, and mail on the routes specified in this Agreement.

G- “Tariff” means the prices or charges paid for the carriage of passengers, baggage, and cargo, and the terms and conditions of application of these prices or charges, including agency fees and additional services, excluding postal charges.

**Article (2)**

**Application of the Chicago Convention**

The provisions of this Agreement shall be subject to the provisions of the Chicago Convention to the extent they are applicable to international air services.

**Article (3)**

**Grant of rights**

1- Each of the contracting parties shall grants the other contracting party the rights stipulated in this Agreement for the purpose of establishing or operating international regular air services on the routes specified in the schedules attached to this Agreement. These services and routes are hereinafter referred to as the "agreed services" and the "specified routes", respectively. The air transportation company or companies designated by each of the contracting parties, while operating the agreed services on specified routes, shall enjoy the following rights:

A- Overflying the territory of the other contracting party without landing.

B- Landing in the mentioned territory for non-commercial purposes.

C- Embarking and disembarking passengers, goods and mail at any point on the specified routes in accordance with the provisions contained in the route schedules attached to this Convention.

2- The air transportation company or companies designated by one of the contracting parties shall not have the right to embark passengers, cargo, and mail in the territory of the other contracting party for remuneration or hire to another point within the territory of that contracting party.

**Article (4)**

**Designation of Airlines**

1- Both contracting parties shall have the right to designate one or more airlines for the purpose of operating the agreed services on the specified routes and shall notify the other contracting party in writing of such designation.

2- Subject to the provisions of paragraphs (3) and (4) of this Article, upon receipt of such notification, the other contracting party shall grant the designated airline the necessary operating licenses without delay.

3- The civil aviation authorities of either of the contracting parties may require the companies designated by the other contracting party to satisfy the requirements prescribed by the laws and regulations that these authorities usually apply in an acceptable manner in accordance with the provisions of the Convention on international air services.

4- The Government of the Republic of Yemen acknowledges that Gulf Air is the designated national carrier for the State of Bahrain in accordance with the provisions of paragraph (c) of Article (1) of this Convention. The representative of the Government of the Republic of Yemen has been informed of the Gulf Air establishment agreement issued in Bahrain by Legislative Decree No. (10) of 1978.

The Government of the Republic of Yemen has accepted the consideration of Gulf Air as the designated national carrier in this Agreement and in paragraph (c) of Article (1) in particular.

5- The designated companies and licensed as such shall have the right to commence the agreed services at any time, provided that they have established a tariff in accordance with the provisions of Article Nine of this Agreement, and this tariff has become effective for that service.

**Article (5)**

**Cancellation or Suspension of Investment Licenses**

1- Each of the contracting parties reserves the right to cancel the investment license or suspend any airline designated by the other contracting party from exercising the rights specified in Article Two of this Agreement or impose whatever conditions it deems necessary on the exercise of these rights for the following reasons:

a) In case any of the mentioned companies fail to comply with the laws and regulations applied by the other contracting party that granted these rights.

b) In case any company does not invest in accordance with the conditions specified in this Agreement.

2- Cancellation, suspension or imposition of the conditions referred to in paragraph (1) of this Article shall not be carried out without consulting the other contracting party, unless it is necessary to do so immediately to prevent the continued violation of laws and regulations.

3- The rights of the other contracting party, as stipulated in Article (11) of this Agreement, shall not be prejudiced in the event that one of the contracting parties takes the aforementioned actions.

**Article (6)**

**Exemption from Taxes and Fees**

1- Aircraft operated by the airline designated by either of the contracting parties, as well as fuel, lubricants, spare parts, and regular equipment for aircraft, and aircraft supplies (including food, beverages, and tobacco) upon their arrival in the territory of the other contracting party or placed on board an aircraft in that territory for its use only by or on the aircraft of that company shall be exempt from customs duties, inspection fees, and any similar charges or taxes in the territory of the other contracting party, even if these supplies are consumed in flights within that territory. Fuel or lubricants, spare parts, and regular equipment and aircraft supplies (including food, beverages, and tobacco) retained on board an aircraft operated by the designated air transportation company of either of the contracting parties shall be exempt from customs duties, inspection fees, and any similar charges or taxes in the territory of the other contracting party, even if these supplies are consumed in flights within that territory. The materials referred to may not be unloaded except with the consent of the customs authorities in the territory of the other contracting party, and the materials shall be placed under customs supervision for re-export under the control of the customs authorities.

The fees imposed or authorized to be imposed by either contracting party on the designated airline of the other contracting party for the use of airports and other facilities under its administration shall not be higher than those charged by the national airlines of that party providing similar international air services using the same airports and facilities.

**Article (7)**

**The Applicable Law**

1- The laws and regulations applicable to either of the contracting parties shall apply to the navigation and operation of aircraft of airline companies designated by either of the contracting parties upon entry into, stay in, or departure from the territory of the other contracting party.

2- The laws and regulations in force in either contracting party regarding the entry or exit of passengers, aircraft crews and goods to or from its territory shall apply, especially regarding passports, customs, currency and transactions as well as medical procedures and quarantine on passengers, aircraft crews and goods arriving at or departing from the territory of either contracting party on board the aircraft of the airlines designated by the other contracting party.

**Article (8)**

**Validity of Airworthiness Certificates and Competency Certificates**

1- Each of the contracting parties shall recognize the validity of aircraft airworthiness certificates, crew qualification certificates, licenses and all documents issued or endorsed by the other contracting party.

2- Each contracting party shall, in respect of flights over its territory, reserve the right not to recognize qualification certificates or licenses issued to any of the nationals of the other contracting party.

**Article (9)**

**Principles Governing the Operation of Agreed Services**

1- Airlines designated by each of the contracting parties shall have fair and equal opportunities to invest in the agreed services on the specified routes between their territories.

2- The airline designated by either contracting party shall take into account, during its investment in the agreed services, the ، interests of the airlines affiliated with the other contracting party, so as not to unduly affect the services provided by the other airline in whole or in part.

3- Air services provided by airlines designated by the contracting parties shall be closely tied to the public transport needs on the specified routes, with the primary goal of providing a reasonable capacity that matches the current and expected transport needs to the territory of the contracting party designating the airline.

4- The transportation of passengers and cargo, including mail, carried to and from points on the specified routes in territories other than that designating the airline, shall be carried out in accordance with general principles that capacity is proportional to:

a- Movement requirements to and from the territory of the contracting party that designated the airline.

b- Absolute movement requirements through which the agreed services pass, taking into account the transport services of other airlines affiliated with the countries covered by the region.

c- Transit airline operation requirements.

**Article (10)**

**Approval of Flight Schedules**

Airlines designated by each of the contracting parties shall submit flight schedules, including the types of aircraft to be used, to the aviation authorities of the other contracting party for approval, at least thirty days before commencing operations on the specified routes. This requirement also applies to any subsequent changes. In exceptional cases, the mentioned authorities may reduce this time frame with their approval.

**Article (11)**

**Tariffs**

1- The term "tariff" in relation to the following paragraphs refers to the prices to be paid for the transportation of passengers and cargo and the conditions subject to these prices, including the rates and terms related to agency and other auxiliary services, excluding rates and conditions relating to the carriage of mail.

2- The tariff charged by the airline affiliated with either contracting party for the transport to and from the territory of the other contracting party shall be set at reasonable levels, taking into account all relevant factors, including investment costs, reasonable profit and the tariffs of other airlines.

3- The tariff referred to in paragraph (2) of this Article shall, wherever possible, be determined by agreement between the designated airlines of both contracting parties after consultation with the airlines that operate the entire route or part of it, and this agreement shall be made, wherever possible, using the procedures of the International Air Transport Association for tariff determination.

4- The agreed tariff shall be submitted to the aviation authorities in both contracting parties for approval at least forty-five (45) days before the scheduled date of its implementation. In exceptional cases, this period may be shortened by agreement with the mentioned authorities.

5- This tariff may be explicitly approved, but if neither of the aviation authorities declares their disapproval within thirty days from the date it was presented in accordance with paragraph four of this Article, the tariff shall be considered approved. In the case of a shortened time frame for presenting the tariff according to paragraph four, the aviation authorities may agree to reduce the time required for objections to be raised after thirty (30) days.

6- If an agreement on a tariff cannot be reached under paragraph (3) of this article, or if one of the aviation authorities, within the period specified in the fifth paragraph of this Article, notifies the other aviation authorities of its disapproval of an agreed tariff under the provisions of the third paragraph of this Article, the aviation authorities of both contracting parties, after consulting with the aviation authorities of any other country they consider helpful, shall attempt to determine the tariff by agreement between them.

7- If the aviation authorities are unable to reach an agreement on any tariff presented to them under the fourth paragraph of this Article or on any tariff under the sixth paragraph of this Article, the dispute shall be settled in accordance with the provisions of Article Thirteen of this Agreement.

8- The tariff established under the provisions of this Article shall remain in effect until a new tariff is established. However, based on this paragraph, the validity of the tariff may not be extended for more than twelve months beyond the designated expiry date.

9- It is the responsibility of the contracting parties to ensure that the rates set by the designated airlines or their representatives are not violated in any form.

**Article (12)**

**Statistics**

The aviation authorities of each of the contracting parties shall provide the aviation authorities of the other contracting party, upon their request, with periodic statistical data and other relevant information within reasonable limits for the purpose of reviewing the capacity provided by the companies designated by the first contracting party on the agreed routes. These data shall include all necessary information to determine the volume of traffic transported by these companies on those routes.

**Article (13)**

**Transfer of Surplus Revenues**

Each of the contracting parties shall grant the airlines designated by the other contracting party the right to freely transfer the surplus of revenues over expenses earned by the companies in the territory of the first contracting party in exchange for the transportation of passengers, mail, and cargo based on the prevailing official foreign exchange rates for current payments and in accordance with the monetary rules in effect in its territory, without any undue delay.

**Article (14)**

**Consultations**

1- In the spirit of close cooperation, the aviation authorities of both contracting parties shall consult with each other from time to time to ensure satisfactory implementation and adherence to the provisions of this Agreement and its attached schedules. They shall also consult, as necessary, to make any amendments thereto.

2- Either of the contracting parties may request in writing to enter into consultations, which shall commence within sixty (60) days from the date of receipt of the request unless the contracting parties agree to extend this period.

**Article (15)**

**Interpretation and Arbitration**

1. In the event of any dispute between the contracting parties regarding the interpretation or implementation of this Agreement, they shall first attempt to resolve it through negotiations between them.

2. If the contracting parties are unable to reach a settlement through negotiations, they may agree to refer the dispute to a body or person for arbitration. If they fail to agree on this, the dispute shall be submitted, upon the request of either of the contracting parties, to arbitration by a panel of three arbitrators. Each contracting party shall appoint one arbitrator, and the two appointed arbitrators shall mutually agree on the selection of the third arbitrator. Both contracting parties shall appoint an arbitrator within sixty (60) days from the date when one of the contracting parties receives a diplomatic memorandum from the other requesting the referral of the dispute to such a body, and the appointment of the third arbitrator shall also take place within another sixty (60) days. If either of the contracting parties is unable to appoint its arbitrator within the specified period, or if the third arbitrator is not appointed within the specified period either, then the President of the International Civil Aviation Organization, upon the request of either of the contracting parties, shall be responsible for appointing an arbitrator or arbitrators as the circumstances require. In such a case, the third arbitrator shall be a national of a third country and shall preside over the Arbitral Tribunal. Both contracting parties shall be bound to implement any decision issued by the Arbitral Tribunal in this regard.

**Article (16)**

**Application of Multilateral Conventions**

The provisions of this Agreement shall be applied, to the extent they do not conflict with the provisions of international multilateral conventions and agreements pertaining to air transportation, when both contracting parties are parties to such treaties.

**Article (17)**

**Amendments**

1. If either of the contracting parties deems it desirable to amend any of the provisions of this Agreement, including the route schedules that are considered an integral part thereof, it shall request consultations in accordance with the provisions of Article Twelve of this Agreement, and such consultations may be conducted through the exchange of communications.

2. If the amendment pertains to the provisions of the Agreement and not the route schedules, it shall be approved by each of the contracting parties in accordance with their constitutional procedures, and it shall come into effect when confirmed by the exchange of diplomatic memorandums.

3. If the amendment is limited to the route schedules, it shall be agreed upon by the aviation authorities of each of the contracting parties.

**Article (18)**

**Aviation Security**

The contracting parties agree that they shall provide each other with the utmost assistance in suppressing unlawful seizure of aircraft and other unlawful acts against aircraft, airports, and air navigation facilities that threaten aviation security. The parties reaffirm their commitments to the provisions of the Tokyo Convention on Offences and Certain Other Acts Committed on Board Aircraft signed on 14 September 1963, the Hague Convention for the Suppression of Unlawful Seizure of Aircraft signed on 16 December 1970, and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation signed in Montreal on 22 September 1971.

The contracting parties shall also take into account the provisions applicable in the field of aviation security as established by the International Civil Aviation Organization and agreed upon by both parties. In the event of accidents or threats of unlawful seizure of aircraft or other unlawful acts against aircraft, airports, or air navigation facilities, the contracting parties shall promptly facilitate all communications with the aim of terminating these incidents immediately and safely.

**Article (19)**

**Registration with the International Civil Aviation Organization**

The present Agreement and all amendments made thereto shall be registered with the Council of the International Civil Aviation Organization after completing the constitutional procedures necessary for their ratification in both Contracting Parties.

**Article (20)**

**Termination of the Agreement**

Either of the contracting parties shall have the right to notify the other contracting party at any time of its decision to terminate this Convention. Simultaneous notification shall be made to the International Civil Aviation Organization. In such case, this Agreement shall cease to be effective after the lapse of twelve (12) months from the date of receipt of the notification by the other contracting party, unless the withdrawal of this notification is agreed upon before the expiration of this period. If the other contracting party does not acknowledge receipt of the notification, it shall be deemed to have received it after fourteen days from the date of receipt of the notification by the International Civil Aviation Organization.

**Article (21)**

**Attachments**

The attachments to this Agreement are an integral and inseparable part of this Agreement, and any reference to the Agreement shall include a reference to the attachments unless expressly stated otherwise.

**Article (22)**

**Entry into force**

This Agreement shall be ratified by each of the contracting parties in accordance with their respective constitutional procedures and shall enter into force provisionally as of the date of its signing. It shall become fully effective on the day when diplomatic memorandums confirming the completion of these procedures are exchanged.

In confirmation thereof, the duly authorized representatives whose names appear below have signed this Agreement on behalf of their respective governments.

This Agreement has been signed on Wednesday, 12 July 1995, in the State of Bahrain in two original copies in the Arabic language.

On behalf of the Government of the State of Bahrain On behalf of the Government of the Republic of Yemen

**Ibrahim Abdullah Al-Hamar Mohsen Mohammad Al-Yousfi**

**Route Schedule No. (A)**

1- The routes that air transport companies designated by the State of Bahrain are entitled to.

**From**

**Intermediate Points**

**To**

**Beyond Points**

State of Bahrain

Any points

- Sanaa.

- Aden.

Any points.

**Route Schedule No. (B)**

2- The routes that air transport companies designated by the State of Bahrain are entitled to.

**From**

**Intermediate Points**

**To**

**Beyond Points**

For Republic of Yemen

Any points

State of Bahrain

Any points.