

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE
CANBERRA

**AGREEMENT BETWEEN
THE GOVERNMENT OF AUSTRALIA
AND THE GOVERNMENT OF INDIA
RELATING TO AIR SERVICES**

New Delhi, 6 March 2006

Not yet in force
[2006] ATNIF 13

Australia India Air Services Agreement

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AGREEMENT BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE GOVERNMENT OF INDIA RELATING TO AIR SERVICES

The Government of Australia and the Government of India (hereinafter called "the Parties");

Being parties to the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944;

Desiring to promote an international aviation system based on competition among airlines and wishing to encourage airlines to develop and implement innovative and competitive services and promote traffic between the countries;

Desiring to ensure the highest degree of safety and security in international air transport and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardise the safety of persons or property, adversely affect the operation of air transport, and undermine public confidence in the safety of civil aviation;

Have agreed as follows:

ARTICLE 1

Definitions

For the purpose of this Agreement, unless otherwise stated, the term:

- (a) "Aeronautical authorities" means for each Party the authority or authorities as notified in writing from time to time by one Party to the other Party;
- (b) "Agreed services" means services for the uplift and discharge of traffic as defined in Article 3, subparagraph 1 (c);
- (c) "Agreement" means this Agreement, its Annex, and any amendments thereto;
- (d) "Air transportation" means the public carriage by aircraft of passengers, baggage, cargo, and mail, separately or in combination, for remuneration or hire;
- (e) "Airline" means any air transport enterprise marketing or operating air transportation;
- (f) "Capacity" is the amount(s) of services provided under the Agreement, usually measured in the number of flights (frequencies), or seats or tonnes of cargo offered in a market (city pair, or country -to-country) or on a route during a specific period, such as daily, weekly, seasonally or annually;

- (g) “Convention” means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes:
 - (i) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time in force for both Parties; and
 - (ii) any amendment which has entered into force under Article 94(a) of the Convention and has been ratified by both Parties;
- (h) “Designated airline” means an airline or airlines designated and authorised in accordance with Article 2 (Designation, Authorisation and Revocation) of this Agreement;
- (i) “Ground-handling” includes but is not limited to passenger, cargo and baggage handling, and the provision of catering facilities and/or services;
- (j) “ICAO” means the International Civil Aviation Organization;
- (k) “Intermodal air transportation” means the public carriage by aircraft and by one or more surface modes of transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;
- (l) “International air transportation” means air transportation which passes through the air space over the territory of more than one State;
- (m) “Marketing airline” means an airline that offers air transportation on an aircraft operated by another airline, through code-sharing;
- (n) “Operating airline” means an airline that operates an aircraft in order to provide air transportation;
- (o) “Slots” means the right to schedule an aircraft movement at an airport;
- (p) “Tariffs” means any price, fare, rate or charge for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in international air transportation, including transportation on an intra or interline basis, charged by airlines, including their agents, and the conditions governing the availability of such price, fare, rate or charge;
- (q) “Territory” and “Stop for non-traffic purposes” have the meaning respectively assigned to them in Articles 2 and 96 of the Convention; and
- (r) “User charges” means a charge made to airlines by a service provider for the provision of airport, airport environmental, air navigation and aviation security facilities.

ARTICLE 2

Designation, Authorisation and Revocation

1. Each Party shall have the right to designate as many airlines as it wishes to conduct international air transportation in accordance with this Agreement, and to withdraw or alter such designations. Such designations shall be transmitted to the other Party in writing through diplomatic channels, and shall identify whether the airline is authorised to conduct international air transportation. Designation shall not be required for airlines exercising the rights provided for in Article 3, subparagraphs 1 (a) and 1 (b).
2. On receipt of such a designation, and of applications from a designated airline, in the form and manner prescribed for operating authorisations and technical permissions relating to the operation and navigation of the aircraft, the other Party shall grant appropriate authorisations without delay, provided that:
 - (a) the airline is incorporated and has its principal place of business in the territory of the Party designating the airline;
 - (b) the Government or nationals of the territory of the Party have the ownership of the major part of the equity of the airline;
 - (c) the airline is qualified to meet the conditions prescribed under the laws, regulations and rules normally and reasonably applied to the operation of international air transportation by the Party considering the application or applications, in conformity with the provisions of the Convention;
 - (d) the airline holds the necessary operating permits; and
 - (e) the Party designating the airline is maintaining and administering the standards set forth in Article 5 (Safety) and Article 6 (Aviation Security) of this Agreement.
3. When an airline has been so designated and authorised it may commence international air transportation, provided that the airline complies with the applicable provisions of this Agreement.
4. Either Party may withhold, revoke, suspend or limit the operating authorisations or technical permissions of an airline designated by the other Party, at any time, if the conditions specified in paragraph 2 of this Article are not met, or if the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.
5. Unless immediate action is essential to prevent further non-compliance with subparagraphs 2 (b) to 2 (d) of this Article, the rights established by paragraph 4 of this Article shall be exercised only after consultation with the other Party.

6. This Article does not limit the rights of either Party to withhold, revoke, limit or impose conditions on the operating authorisation or technical permission of an airline or airlines of the other Party in accordance with the provisions of Article 5 (Safety) or Article 6 (Aviation Security) of this Agreement.

ARTICLE 3

Grant of Rights

1. Each Party grants to the other Party the following rights for the conduct of international air transportation by the airlines of the other Party:
 - (a) the right to fly across its territory without landing;
 - (b) the right to make stops in its territory for non-traffic purposes;
 - (c) the rights for designated airlines, to operate services on the route specified in the Annex and to make stops in its territory for the purpose of taking on board and discharging passengers, cargo and mail, hereinafter called the “agreed services”; and
 - (d) the rights otherwise specified in this Agreement.
2. Nothing in this Article shall be deemed to confer on the airline or airlines of one Party the rights to uplift and discharge between points in the territory of the other Party, passengers, their baggage, cargo, or mail carried for compensation.
3. The provisions of this Agreement shall also be applicable to non- scheduled international air transportation performed by the airlines of each Party, including airlines not designated under Article 2, except with respect to the following: Article 2, Article 3 sub-paragraph 1 (c), Article 10, Article 11 and the Annex.

ARTICLE 4

Application of Laws

1. While entering, within, or leaving the territory of one Party, its laws, regulations and rules relating to the operation and navigation of aircraft shall be complied with by the other Party's airlines.
2. While entering, within, or leaving the territory of one Party, its laws, regulations and rules relating to the admission to or departure from its territory of passengers, crew, cargo and aircraft (including regulations and rules relating to entry, clearance, aviation security, immigration, passports, advance passenger information, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers and crew and in relation to such cargo of the other Party's airlines.

3. Neither Party shall give preference to its own or any other airline over an airline of the other Party engaged in similar international air transportation in the application of its entry, clearance, aviation security, immigration, passports, advance passenger information, customs and quarantine, postal and similar regulations.

4. Passengers, baggage and cargo in direct transit through the territory of either Party and not leaving the area of the airport reserved for such purpose shall not undergo any examination except for reasons of aviation security, narcotics control, immigration requirements, or in special circumstances. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

ARTICLE 5

Safety

1. The Parties shall, in their mutual relations, act in conformity with the aviation safety provisions established by ICAO and designated as Annexes to the Convention; they shall require that designated airlines act in conformity with such aviation safety provisions.

2. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Party and still in force shall be recognised as valid by the other Party for the purpose of operating the agreed services provided that the requirements under which such certificates and licences were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

3. If the privileges or conditions of the licences or certificates referred to in paragraph 2 above, issued by the aeronautical authorities of one Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the minimum standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the other Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.

4. Each Party reserves the right, however, to refuse to recognise for the purpose of flights above or landing within its own territory, certificates of competency and licences granted to its own nationals or in relation to its registered aircraft by the other Party.

5. Each Party may request consultations at any time concerning the safety standards maintained by the other Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty days of that request.

6. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Party, on service to or from the territory

of the other Party may, while within the territory of the other Party, be the subject of a search by the authorised representatives of the other Party, provided this does not cause unreasonable delay in the operation of the aircraft. The purpose of this search is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the standards established at the time pursuant to the Convention.

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

8. Any action by one Party in accordance with paragraph 7 above shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 6

Aviation Security

1. Consistent with their rights and obligations under international law, the Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the 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 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, as well as with any other convention and protocol relating to the security of civil aviation which both Parties adhere to.

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

3. The Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by ICAO and designated as Annexes to the Convention; 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. Each Party shall advise the other Party of any difference between its national regulations and practices and the aviation security standards of the Annexes. Either Party may request consultations with the other Party at any time to discuss any such differences.

4. Such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 above required by the other Party for entry into,

departure from, or while within the territory of that other Party. Each 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 Party shall also give positive consideration to any request from the other Party for reasonable special security measures to meet a particular threat.

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

6. Each Party shall have the right, within sixty (60) days following notice (or such shorter period as may be agreed between the aeronautical authorities), for its aeronautical authorities to conduct an assessment in the territory of the other Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the territory of the first Party. The administrative arrangements for the conduct of such assessments shall be mutually determined by the aeronautical authorities and implemented without delay so as to ensure that assessments will be conducted expeditiously.

7. When a Party has reasonable grounds to believe that the other Party has departed from the provisions of this Article, the first Party may request immediate consultations. Such consultations shall start within fifteen (15) days of receipt of such a request from either Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Party may take interim action at any time. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Party with the security provisions of this Article.

ARTICLE 7

User Charges

1. Each Party shall use its best efforts to encourage those responsible for the provision of airport, airport environmental, air navigation, and aviation security facilities and services to levy charges on the airlines only on the basis that they are reasonable, non-discriminatory, and equitably apportioned amongst categories of users.

2. Reasonable charges reflect, but do not exceed, the full cost to the competent charging authorities of providing the facilities and services. This may include a reasonable return on assets, after depreciation. Facilities and services for which charges are made should be provided on an efficient and economic basis. For charges to be non discriminatory, they should be levied on foreign airlines at a rate no higher than the rate imposed on a Party's own airlines operating similar international services.

3. The Parties shall encourage the exchange of such information between the competent charging authorities and the airlines as may be necessary to permit a full assessment of the reasonableness of, justification for, and apportionment of the charges in accordance with paragraphs 1-2 of this Article.

4. Increased or new charges should only follow adequate consultations between the competent charging authorities and the airlines. Reasonable notice of any proposals for changes in user charges should be given to users to enable them to express their views before changes are made.

ARTICLE 8

Provision of Operating Information

1. The aeronautical authorities of each Party may require the designated airline(s) of the other Party to file for their consideration and approval, at least 30 days prior to the inauguration of the agreed services, information relating to the type of service and its frequency, the type of aircraft to be used and the flight schedules. Similar information shall also be supplied at least 30 days in advance as and when any changes are to be introduced regarding operation of the agreed services.

2. The designated airline(s) shall also furnish any other information as may be required to satisfy the aeronautical authorities of the other Party that the requirements to this Agreement are being duly observed.

ARTICLE 9

Statistics

1. The aeronautical authorities of each Party shall provide or cause its designated airline(s) to provide to the aeronautical authorities of the other Party statistics relating to the traffic carried during each month on the agreed services to and from the territory of that other Party, showing the points of embarkation and disembarkation of such traffic. Such statistics shall be furnished as soon as possible after the end of each month, but not later than 30 days following the month to which they relate.

2. The aeronautical authorities of each Party shall, on request, provide or cause its designated airline(s) to provide to the aeronautical authorities of the other Party statistics relating to true origin and destination of traffic carried to and from the territory of that other Party for a period, not exceeding one IATA traffic season, as specified in the request.

ARTICLE 10

Customs Duties and Other Charges

1. Aircraft operated in international air transportation by the airlines of each Party shall be exempt from all import restrictions, customs duties, excise taxes, and similar fees and charges imposed by national authorities. Component parts, normal aircraft equipment and other items intended for or used solely in connection with the operation or for the repair, maintenance and servicing of such aircraft shall be similarly exempt, provided such equipment and items are for use on board an aircraft and are re-exported.

2. (a) Provided in each case that they are for use on board an aircraft in connection with the establishment or maintenance of international air transportation by the airline concerned, the following items shall be exempt from all import restrictions, customs duties, excise taxes, and similar fees and charges imposed by national authorities, whether they are introduced by an airline of one Party into the territory of the other Party or supplied to an airline of one Party in the territory of the other Party:

- (i) aircraft stores (including but not limited to such items as food, beverages and products destined for sale to, or use by, passengers during flight);
- (ii) fuel, lubricants (including hydraulic fluids) and consumable technical supplies; and
- (iii) spare parts including engines.

(b) These exemptions shall apply even when these items are to be used on any part of a journey performed over the territory of the other Party in which they have been taken on board.

3. The exemptions provided by this Article shall not extend to charges based on the cost of services provided to the airlines of a Party in the territory of the other Party.

4. The normal aircraft equipment, as well as spare parts (including engines), supplies of fuel, lubricating oils (including hydraulic fluids) and lubricants and other items mentioned in paragraphs 1 and 2 of this Article retained on board the aircraft operated by the airlines of one Party may be unloaded in the territory of the other Party only with the approval of the Customs authorities of that territory. Aircraft stores intended for use on the airlines' services may, in any case be unloaded. Equipment and supplies referred to in paragraphs 1 and 2 of this Article may be required to be kept under the supervision or control of the appropriate authorities until they are re-exported or otherwise disposed of in accordance with the Customs laws and procedures of that Party.

5. The exemptions provided for by this Article shall also be available in situations where the airline or airlines of one Party have entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Party of the items specified in paragraphs 1 and 2 of this Article, provided such other airline or airlines similarly enjoy such reliefs from such other Party.

6. The exercise of rights under this Article 10 is subject to applicable domestic rules and regulations of each Party. In implementing domestic rules and regulations that affect the exercise of rights under this Article 10, each Party shall ensure that it accords to the airline of the other Party treatment no less favourable than it accords to its own airlines and to airlines of a non-Party.

ARTICLE 11

Tariffs

1. Each Party shall allow each airline to determine its own tariffs for the transportation of traffic.
2. Unless required by national laws and regulations, tariffs charged by airlines shall not be required to be filed with the aeronautical authorities of either Party.
3. In the event that either aeronautical authority is dissatisfied with a tariff proposed or in effect for an airline of the other Party, the aeronautical authorities will endeavour to settle the matter through consultations, if so requested by either authority. In any event, the aeronautical authority of a Party shall not take unilateral action to prevent the coming into effect or continuation of a tariff of an airline of the other Party.

ARTICLE 12

Capacity

1. The designated airlines of each Party shall enjoy fair and equal opportunities to operate the agreed services in accordance with this Agreement.
2. In the operation of the agreed services, the capacity which may be provided by the designated airlines of each Party shall be such as is decided between the aeronautical authorities of the Parties before the commencement of such services by the airlines concerned and from time to time thereafter.

ARTICLE 13

Commercial Opportunities

1. The airlines of each Party shall have the following rights in the territory of the other Party:

- (a) the right to establish offices, including offline offices, for the promotion, sale and management of air transportation;
- (b) the right to engage in the sale and marketing of air transportation to any person directly and, at its discretion, through its agents or intermediaries, using its own transportation documents; and
- (c) the right to use the services and personnel of any organisation, company or airline operating in the territory of the other Party.

2. In accordance with the laws and regulations relating to entry, residence and employment of the other Party, the airlines of each Party shall be entitled to bring in and maintain in the territory of the other Party those of their own managerial, sales, technical, operational and other specialist staff which the airline reasonably considers necessary for the provision of air transportation. Consistent with such laws and regulations, each Party shall, with the minimum of delay, grant the necessary employment authorisations, visas or other similar documents to the representatives and staff referred to in this paragraph.

3. (a) The airlines of each Party shall have the right to sell air transportation, and any person shall be free to purchase such transportation, in local or freely convertible currencies.

(b) Subject to domestic rules and regulations of the other Party, each airline:

(i) may convert their funds into any freely convertible currency,

(ii) may transfer their funds from the territory of the other Party at will, and

(iii) may convert and transfer funds obtained in the ordinary course of their operations at the foreign exchange market rates for payments prevailing at the time of submission of the requests for conversion or transfer. Such conversion or transfer shall not be subject to any charges except normal service charges levied for such transactions.

(c) In implementing domestic rules and regulations that affect the exercise of rights under this Article 13.3, each Party shall ensure that it accords to the airline of the other Party treatment no less favourable than it accords to its own airlines and to airlines of a non-Party.

4. The airlines of each Party shall have the right at their discretion to pay for local expenses, including purchases of fuel, in the territory of the other Party in local currency or, provided this accords with local currency regulations, in freely convertible currencies.

5. (a) In operating or holding out international air transportation the airlines of each Party shall have the right, over all or any part of their route in

the Annex to enter into code share, blocked space or other cooperative marketing arrangements, as the marketing and/or operating airline, with any other airline, including airlines of the same Party and of third parties.

- (b) Unless otherwise mutually determined by the aeronautical authorities of the Parties, the volume of capacity or service frequencies which may be held out and sold by the designated airline(s) of each Party, when code sharing as the marketing airline, except for code sharing with third party airlines, shall not be subject to limitations under this Agreement.
- (c) The airlines participating in such arrangements must hold the appropriate authority or authorities to conduct international air transportation on the routes or segments concerned.
- (d) In case of arrangements involving an airline of a third country, such third country code share rights should have already been exchanged between the other Party and the third country concerned.
- (e) The airlines of each Party shall, when holding out international air transportation for sale, make it clear to the purchaser at the point of sale which airline will be the operating airline on each sector of the journey and with which airline or airlines the purchaser is entering into a contractual relationship.
- (f) The airlines of each Party may market code share services on domestic flights operated within the territory of the other Party provided that such services form part of a through international journey.

6. The airlines of each Party shall have the right to perform their own ground-handling in the territory of the other Party, or contract with a competing agent of their choice, including any other airlines which perform ground-handling, for such services in whole or in part. These rights shall be subject only to restrictions resulting from considerations of airport safety. Where such considerations preclude a airline from performing its own ground-handling or with an agent of its choice for ground-handling services, these services shall be made available to that airline on a basis of equality with all other airlines.

7. The airlines of each Party shall be permitted to conduct international air transportation using aircraft dry-leased from any company, including other airlines, provided only that the operating aircraft meet the applicable operating and safety standards and requirements.

8. The aeronautical authorities agreed to give favourable consideration to the designated airlines of each Party conducting international air transportation using aircraft and crew leased from any company, including other airlines, provided that the operating aircraft and crew meet the applicable operating and safety standards and requirements of the Parties.

9. The Parties recognise that to give effect to the rights and entitlements embodied in the Agreement the airlines of each Party must have the opportunity to use facilities and services provided by airports in the territory of the other Party on a non-discriminatory basis.

10. In respect of the allocation and grant of time slots (slots) to airlines at their national airports, each Party will:

- (a) in accordance with local slot allocation rules, procedures or practices which are in effect or otherwise permitted, ensure that the airlines of the other Party:
 - (i) are permitted fair and equal opportunity to secure slots; and
 - (ii) are afforded no less favourable treatment than any other airline in securing slots; and
- (b) ensure that in the event of any arrangement, procedure or practice which is either established with any third party in relation to the grant of slots to the airlines of that party or is otherwise permitted for a particular foreign international airline or airlines, such opportunities are extended to the airlines of the other Party.

11. The terms of paragraph 10 of this Article will be subject to the provisions of any laws or regulations introduced by the Parties for the allocation of slots at their national airports.

ARTICLE 14

Intermodal Services

1. The designated airlines of each Party shall be permitted to employ, in connection with international air transport, any surface transport to or from any points in the territories of the Parties or third countries. Airlines may elect to perform their own surface transport or to provide it through arrangements, including code share, with other surface carriers. Such intermodal services may be offered as a through service and at a single price for the air and surface transport combined, provided that passengers and shippers are informed as to the providers of the transport involved.

ARTICLE 15

Competition

1. The competition laws of each Party, as amended from time to time, shall apply to the operation of the airlines within the jurisdiction of the respective Party. Where permitted under those laws, a Party or its competition authority may, however, unilaterally exempt commercial agreements between airlines from the application of

its domestic competition law. This does not obligate a Party or its competition authority to provide a reciprocal exemption.

2. Without limiting the application of competition and consumer law by either Party, if the aeronautical authorities of either Party consider that the airlines of either Party are being subjected to discrimination or unfair practices in the territory of either Party, they may give notice to this effect to the aeronautical authorities of the other Party. Consultations between the aeronautical authorities shall be entered into as soon as possible after notice is given unless the first Party is satisfied that the matter has been resolved in the meantime.

3. In undertaking the consultations outlined in this Article the Parties shall:

- (a) coordinate their actions with the relevant authorities;
- (b) consider alternative means which might also achieve the objectives of action consistent with general competition and consumer law; and
- (c) take into account the views of the other Party and the other Party's obligations under other international agreements.

4. Notwithstanding anything in paragraphs 1 to 3 above, this Article does not preclude action by the competition authorities of either Party.

ARTICLE 16

Consultations

1. Either Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement. Subject to Articles 5 (Safety) and 6 (Aviation Security), such consultations, which may be between aeronautical authorities and which may be through discussions or by correspondence, shall begin within a period of sixty (60) days of the date on which the other Party receives a written request.

ARTICLE 17

Amendment of Agreement

1. This Agreement may be amended or revised by agreement in writing between the Parties.

2. Any such amendment or revision shall enter into force when the Parties have notified each other in writing that their respective requirements for the entry into force of an amendment or revision have been met.

3. If a multilateral convention concerning air transportation comes into force in respect of both Parties, this Agreement shall be deemed to be amended so far as is necessary to conform with the provisions of that convention.

ARTICLE 18

Settlement of Disputes

1. If any dispute arises between the Parties relating to the interpretation or application of the present Agreement or of its Annex, the Parties shall in the first place endeavour to settle it by negotiation between themselves.
2. If the Parties fail to reach a settlement by negotiation:
 - (a) they may agree to refer the dispute for decision to an arbitral tribunal or some other person or body appointed by agreement between them;
or
 - (b) if they do not so agree or if, having agreed to refer the dispute to an arbitral tribunal they cannot reach agreement as to its composition, either Party may submit the dispute for decision to any tribunal competent to decide it established within the International Civil Aviation Organisation.
3. The Parties undertake to comply with any decision given, including any interim recommendation made, under paragraph 2 of this Article.
4. If and so long as either Party or a designated airline of either Party fails to comply with the requirements of paragraph 3 of this Article, the other Party may limit, withhold or revoke any rights which it has granted by virtue of the present Agreement and its Annex.

ARTICLE 19

Termination

1. Either Party may at any time give notice in writing to the other Party of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organization (ICAO). The Agreement shall terminate at midnight (at the place of receipt of the notice to the other Party) immediately before the first yearly anniversary of the date of receipt of notice by the Party, unless the notice is withdrawn by mutual decision of the Parties before the end of this period.
2. In default of acknowledgement of receipt of a notice of termination by the other Party, the notice shall be deemed to have been received fourteen (14) days after the date on which ICAO acknowledged receipt thereof.

ARTICLE 20

Entry into Force

This Agreement shall enter into force when the Parties have notified each other in writing that their respective requirements for the entry into force of this Agreement have been satisfied.

IN WITNESS THEREOF, the undersigned, duly authorised thereto by their respective governments, have signed this Agreement.

DONE at New Delhi this sixth day of March two thousand and six, in two originals each in English and Hindi, with both the texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

For the Government of Australia:

HE John Philip McCarthy
High Commissioner

For the Government of India:

Ajay Prasad
Secretary
Ministry of Civil Aviation

ANNEX

ROUTE SCHEDULE

The designated airlines of each Party shall be entitled to perform international air transportation between points on the following routes:

Route for the designated airlines of India:

<u>Points in India</u>	<u>Intermediate Points</u>	<u>Points in Australia-</u>	<u>Beyond Points</u>
Any	Any	<u>Any</u>	Any

Route for the designated airlines of Australia:

<u>Points in Australia</u>	<u>Intermediate Points</u>	<u>Points in India</u>	<u>Beyond Points</u>
Any	Any	Any	Any

Notes:

1. The designated airlines of each Party may at their option omit points on any of the above routes provided that, with the exception of all-cargo services, the services commence or terminate in the territory in which the airline concerned has its principal place of business.
2. The intermediate points, beyond points and points of call in India and Australia on the above routes, and the traffic rights which may be exercised at such points by the designated airlines, shall be jointly determined between the aeronautical authorities from time to time.