



TREATY SERIES 2017
No. 16

**Air Transport Agreement between the Government of Ireland and the
Government of the Federal Democratic Republic of Ethiopia**

Done at Addis Ababa on 3 November 2014

Notification of the completion of the procedures necessary for the entry into force of
this Agreement exchanged on 22 March 2016 and 20 November 2017

Entered into force on 20 November 2017

**AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF IRELAND AND THE
GOVERNMENT OF THE FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA**

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Annex 2

Preamble

The Government of Ireland and the Government of the Federal Democratic Republic of Ethiopia hereinafter referred to as the “the Contracting Parties”, or “Parties”,

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

Desiring to promote their mutual relations in the field of civil aviation and to conclude an agreement for the purpose of establishing air services between and beyond their respective territories,

Have agreed as follows:

Article 1
Definitions

1. For the purpose of this Agreement:

(a) the term “aeronautical authorities” means in the case of Ireland, the Minister for Transport, Tourism and Sport, the Irish Aviation Authority and the Commission for Aviation Regulation, as appropriate to their functions and, in the case of the Federal

Democratic Republic of Ethiopia, Ministry of Transport, Ethiopian Civil Aviation Authority, or, in both cases any person or body authorised to perform any functions being the responsibility of the said authorities;

(b) the term “Convention” means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or of the Convention under Articles 90 and 94 thereof insofar as those annexes and amendments have been adopted by both Contracting Parties;

(c) the term “designated airline” means any airline, which has been designated and authorised in accordance with the provisions of Article 3 of this Agreement;

(d) the term “EU treaties” means the Treaty on European Union and the Treaty on the functioning of the European Union;

(d) for airlines designated by Ireland, the term “airline” has the same meaning as the term “Community air carrier” in Council Regulation (EEC) No. I 008/08;

(e) the term “tariffs” means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services but excluding remuneration or conditions for the carriage of mail;

(f) the terms “territory”, “air service”, “international air service”, and “airline” have the meaning respectively assigned to them in Articles 2 and 96 of the Convention.

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

(h) (i) the term “air transportation” means the public carriage by aircraft of passengers, baggage, cargo, and mail, separately or in combination, for remuneration or hire;

(i) the term “marketing airline” means an airline that offers air transportation on an aircraft operated by another airline, through code-sharing;

(j) the term “operating airline” means an airline that operates an aircraft in order to provide air transportation- it may own or lease the aircraft;

(k) the term “capacity” is the amount(s) of services provided under this 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;

2. The Annexes to this Agreement shall form an integral part of the Agreement and any reference to the Agreement shall be understood to include the Annexes, except where otherwise provided for.

Article 2 *Grant of Traffic Rights*

1. Each Contracting Party grants to the other Contracting Party the rights specified in this

Agreement for the purpose of establishing international air services on the routes specified in the Route Schedules set out in Annex I of this Agreement. Such services and routes are hereinafter called the “agreed services” and the “specified routes” respectively.

2. The airline or airlines designated by each Contracting Party shall enjoy the following rights subject to the relevant provisions of this Agreement:

- (a) to fly, without landing, across the territory of the other Contracting Party;
- (b) to make stops in the territory of the other Contracting Party for non-traffic purposes; and
- (c) to land in the territory of the other Contracting Party, while operating an agreed service on a specified route, the right to embark and disembark international traffic in passengers, cargo and mail, separately or in combination.

3. Airlines of each Contracting Party not designated under Article 3 of this Agreement shall enjoy the rights specified in paragraphs 2(a) and (b) of this Article.

4. Nothing in this Agreement shall be deemed to confer on the designated airline or airlines of one Contracting Party the right of taking on, in the territory of the other Contracting Party, passengers, cargo, and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 3 *Designation and Revocation*

1. Each Contracting Party shall have the right to designate an airline or airlines for the purpose of operating the agreed services on each of the routes specified in Annex I and to withdraw or alter such designations. Such designations shall be made in writing and shall be transmitted to the other Party at the addresses set out in Annex 2 of this agreement.

2. On receipt of such a designation, and of applications from the designated airline, in the form and manner prescribed for operating authorisations and technical permissions, the other Party shall grant the appropriate authorisations and permissions with minimum procedural delay, subject to paragraph 3, provided:

- (a) in the case of an airline designated by Ireland:
 - (i) it is established in the territory of Ireland under the EU Treaties and has received an Operating Licence in accordance with European Union law,
 - (ii) effective regulatory control of the airline is exercised and maintained by the European Union Member State responsible for issuing its Air Operator’s Certificate and the relevant aeronautical authority is clearly identified in the designation; and
 - (iii) the airline is owned directly by the European Union Member States or European Free Trade Association Member States and/or by nationals of such States.
- (b) in the case of an airline designated by the Federal Democratic Republic of Ethiopia:
 - (i) it is established in the territory of by the Federal Democratic Republic of Ethiopia,

and is licensed in accordance with the applicable law of the Federal Democratic Republic of Ethiopia;

(ii) the Federal Democratic Republic of Ethiopia has and maintains effective regulatory control of the airline; and

(iii) the airline is owned directly by Ethiopia and/or its nationals.

(c) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Party considering the application.

3. Each Contracting Party shall have the right to revoke or limit an operating authorisation or to suspend the exercise of the rights specified in Article 2 of this Agreement by the airline designated by the other Contracting Party, or to impose such conditions, as it may deem necessary on the exercise of these rights, where:

(a) In the case an airline designated by Ireland:

(i) it is not established in the territory of Ireland under the EU Treaties and has not received an operating licence in accordance with European Union law; or

(ii) effective regulatory control of the airline is not exercised or not maintained by the European Union Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is not clearly identified in the designation; or

(iii) the airline is not owned directly by the European Union Member States or European Free Trade Association Member States and/or by nationals of such States

(iv) the airline holds an Air Operator's Certificate issued by an EU Member State and there is no Air Transport Agreement between Ethiopia and that EU Member State, and that EU Member State has denied traffic rights to an airline designated by Ethiopia.

(b) In the case of an airline designated by the Federal Democratic Republic of Ethiopia:

(i) it is not established in the territory of the Federal Democratic Republic of Ethiopia; or is not licensed in accordance with the applicable law of the Federal Democratic Republic of Ethiopia; or

(ii) the Federal Democratic Republic of Ethiopia is not maintaining effective regulatory control of the airline;

(c) Such airline is unable to prove that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied in conformity with the Convention to the operation of international air services by the Contracting Party receiving the designation; or

(d) The airline fails to comply with the laws and/or regulations of the Contracting Party granting these rights; or

(e) The airline otherwise fails to operate in accordance with the conditions prescribed under

this Agreement.

4. Unless immediate revocation or suspension or imposition of the conditions mentioned in paragraph (3) of this Article is essential to prevent further infringements of laws and/or regulations such right shall be exercised only after consultation with the other Contracting Party in conformity with Article 15 (Consultation) of this Agreement.

5. In the case of safety matters as provided for in Article 9 (Aviation Safety), the provisions for notification in paragraph (2) of Article 9 shall be deemed to meet the requirements for consultation in paragraph (4) of this Article.

Article 4 *Fair Competition*

1. Each Contracting Party shall allow fair and equal opportunity for the designated airlines of both Contracting Parties to compete in providing the international air transport governed by this Agreement.

2. Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air transport it offers based upon commercial considerations in the marketplace. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the airlines designated by the other Contracting Party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 (Airport and Similar Charges) of the Convention.

3. Airlines designated by a Contracting Party shall be required to submit their flight schedules for approval to the aeronautical authorities of the other Contracting Party at least thirty (30) days before the proposed date of their introduction. The same procedure shall apply to any modification thereof. In special cases this time limit may be reduced subject to the consent of the said authorities.

4. Neither Contracting Party shall allow its designated airline or airlines, either in conjunction with any other airline or airlines or separately, to abuse market power in a way which has or is likely or intended to have the effect of severely weakening a competitor or excluding a competitor from a route.

5. Neither Contracting Party shall provide or permit state subsidy or support for or to its designated airline or airlines in such way that would adversely affect the fair and equal opportunity of the airlines of the other Contracting Party to compete in providing international air transportation.

6. State subsidy or support means the provision of support on a discriminatory basis to a designated airline, directly or indirectly, by the state or by a public or private body designated or controlled by the state. Without limitation, it may include the setting-off of operational losses; the provision of capital, non-refundable grants or loans on privileged terms; the granting of financial advantages by forgoing profits or the recovery of sums due; the forgoing of a normal return on public funds used; tax exemptions; compensation for financial burdens imposed by the public authorities; or discriminatory access to airport facilities, fuels or other reasonable facilities necessary for the normal operation of air services.

7. Where a Contracting Party provides state subsidy or support to a designated airline in respect of services operated under this Agreement, it shall require that airline to identify the subsidy or support clearly and separately in its accounts.

8. If one Contracting Party has substantiated concerns that its designated airlines are being subjected to discrimination or unfair practices, or that a subsidy or support being considered or provided by the other Contracting Party would adversely affect or is adversely affecting the fair and equal opportunity of the airlines of the first Contracting Party to compete in providing international air transportation, it shall have the right to suspend the exercise of the rights specified in Article 2 (Grant of Traffic Rights) of this Agreement by the airline designated by the other Contracting Party, or to revoke the operating authorisation, or to impose such conditions as it may deem necessary on the exercise of these rights.

Article 5 Provision of Statistics

The aeronautical authorities of both Parties shall supply each other, on request, with periodic statistics or other similar information relating to the traffic carried on the agreed services.

Article 6 Tariffs

1. Tariffs for air services operated pursuant to this Agreement shall be established freely and shall not be subject to approval, nor may they be required to be filed.

2. Notwithstanding paragraph 1 of this Article, the airlines of the Contracting Parties shall provide access, on request, to information on historical, existing, and proposed tariffs to the aeronautical authorities of the Contracting Parties in a manner and format acceptable to those aeronautical authorities. Such information shall be treated as commercially sensitive information by the aeronautical authorities.

3. Intervention by the Parties shall be limited to:

(a) The protection of consumers from tariffs that are excessive or unreasonably restrictive due either to the abuse of a dominant position or to concerted practices among air carriers;

(b) The prevention of tariffs whose application constitutes anti-competitive behavior which has or is likely to have or is explicitly intended to have the effect of preventing, restricting or distorting competition or excluding a competitor from the route.

Article 7 Application of Laws & Regulations

1. The laws and regulations of a Contracting Party governing entry into and departure from its territory of aircraft engaged in international air transport or the operation and navigation of such aircraft while within its territory shall apply to aircraft of the designated airline of the other Contracting Party.

2. The laws and regulations of a Contracting Party governing entry into, stay in and departure from its territory of passengers, crew, cargo and mail, such as formalities regarding passports, visas, immigration permission, customs, currency, health and sanitary measures, shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airline of the other Contracting Party while they are within the said territory.

3. Passengers, baggage, cargo and mail in direct transit across the territory of either Contracting

Party and not leaving the area of the airport reserved for such purposes shall, except in respect of security measures against violence, air piracy and smuggling of controlled or prohibited drugs, be subject to no more than a simplified control. Baggage and cargo in direct transit shall be exempt from Customs duties and other similar taxes.

Article 8 *Recognition of Certificates & Licences*

1. Certificates of airworthiness, certificates of competency and licenses issued or validated in accordance with the laws and regulations of one Contracting Party, including, in the case of Ireland, the laws and regulations of the European Union, shall be recognised as valid by the other Contracting Party, provided that the requirements under which such certificates or licenses were issued or validated are equal to or above the minimum standards established or which may be established from time to time pursuant to the Convention.
2. Each Contracting Party reserves the right, however, to refuse to recognise as valid, for the purpose of flights over its own territory, certificates of competency and licenses granted to or rendered valid for its own nationals by the other Contracting Party or by any other State.

Article 9 *Aviation Safety*

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of that request.
2. If following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days, or such longer period as may be agreed, shall be grounds for the application paragraph (3) of Article 3 (Designation and Revocation) of this Agreement.
3. Notwithstanding the obligations mentioned in Article 33 (Recognition of Certificates and Licenses) of the Convention, any aircraft operated by the designated airline or airlines of one Contracting Party on services to/or from the territory of the State of the other Contracting Party, be made the subject of an examination by the authorised representative of the other Contracting Party on board and around the aircraft to check both the validity of the aircraft and its equipment (in this Article called “ramp inspection”), provided this does not lead to unreasonable delay.
4. If any such ramp inspection or series of ramp inspections give rise to:
 - (a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, or
 - (b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 (Recognition of Certificates and Licenses) of the Convention, be free to conclude that the requirements under which

the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above that minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by a designated airline of one Contracting Party in accordance with paragraph 3 above is denied by the representative of that designated airline or airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 above arise and draw the conclusions referred to in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorisation of airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection or series of ramp inspections, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

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

8. Where Ireland has designated an airline whose regulatory control is exercised and maintained by another European Union Member State, the rights of the other Contracting Party under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other European Union Member State and in respect of the operating authorisation of that airline.

Article 10 *Aviation Security*

1. In accordance with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to protect, in their mutual relationship, the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.

2. The Contracting Parties shall act in full 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, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Servicing International Civil Aviation, signed at Montreal on 24 February 1988, and any other Convention relating to the security of Civil Aviation to which both Contracting Parties are Party.

3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organisation and designated as Annexes to the Chicago Convention to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft on their registry or operators of aircraft which have their principal place of business or permanent residence in the territory of the Contracting Parties or, in the case of Ireland operators of aircraft which are established in its territory under the Treaty establishing the European Union and have valid Operating Licences in accordance with European Union law, and the operators of airports in their territory act in conformity with such aviation security provisions.

4. Operators of aircraft shall be required to observe, for departure from or while within the territory of either Contracting Party, aviation security provisions in conformity with the law in force in that

country, including in the case of Ireland, European Union law.

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

6. Each Contracting Party shall observe security provisions required by the other Contracting Party for entry into the territory of that other Contracting Party and to take adequate measures to protect aircraft and to inspect passengers, crew, their carry-on items, as well as cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give positive consideration to any request from the other Contracting Party for special security measures to meet a particular threat.

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

8. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within 15 days from the date of such request will constitute grounds to withhold, revoke, limit or impose conditions on the operating authorisation or technical permission of an airline or airlines of the other Contracting Party. When required by an emergency, a Contracting Party may take interim action prior to the expiry of 15 days.

Article 11

Airport Fees and Charges

1. The term “user charges” means a charge made to airlines by the competent authorities or permitted by them to be made for the use of airport property or facilities or of air navigation facilities, including related services and facilities, for aircraft, for their crews, passengers and cargo.

2. A Contracting Party shall not impose or permit to be imposed on the designated airlines of the other Contracting Party user charges higher than those imposed on its own airlines operating similar international air services.

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

Article 12

Customs Charges and Procedures

1. Aircraft operated on international air services by the designated airline or airlines of either Contracting Party, as well as the fuel, lubricants, spare parts, equipment and aircraft stores (including food, beverages and tobacco) on board such aircraft on arriving in the territory of the other Contracting Party shall, on a reciprocal basis, be exempt from all customs duties, inspection fees and

other charges and taxes, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2. Fuel, lubricants, spare parts, equipment and aircraft stores (including food, beverages and tobacco) delivered or which are to be delivered by the designated airline or airlines of either Contracting Party to the territory of the other Contracting Party for its operational needs shall be exempt from all customs duties, inspection fees and other charges and taxes on their arrival, departure and while within the territory of that other Contracting Party.

3. The following shall also be exempt from such customs duties, fees, charges and taxes, with the exception of charges corresponding to services performed:

(a) aircraft stores (including food and beverages) taken on board aircraft in the territory of either Contracting Party for use on board aircraft used in the operation of international air services by the designated airline or airlines of the other Contracting Party;

(b) spare parts and equipment entered into the territory of either Contracting Party for the maintenance or repair of aircraft used in the operation of international air services by the designated airline or airlines of the other Contracting Party;

(c) fuel and lubricants destined for use in the operation of international air services by the designated airline or airlines of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

4. Supplies referred to in paragraphs 1 to 3 of this Article may be required to be kept under customs supervision or control.

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

6. Baggage and cargo shall also be exempt from all customs and duties and/or taxes and other charges on a reciprocal basis, official documents bearing the emblem of the airlines such as baggage tags, air tickets, airway bills, boarding cards, time tables, promotional items, ground and communications equipment imported into the territory of the State of either Contracting Party for the exclusive use by the designated airlines of the other Contracting Party.

7. Nothing in this Agreement shall prevent either Contracting Party from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated airline of the other Contracting that operates between points in its territory, or in the case of Ireland, another point in the territory of another European Union Member State.

Article 13 *Commercial Activities*

1. The designated airline or airlines of each Contracting Party shall have the same opportunity as that afforded to the airline or airlines of the other Contracting Party in the territory of that other Contracting Party to employ, subject to the laws and regulations in force, the technical and

commercial personnel for the performance of the agreed services on the specified routes and to establish and operate offices in the territory of the other Contracting Party.

2. The designated airlines of each Contracting Party shall be entitled, in accordance with the laws and regulations in force relating to entry, residence and employment, to bring in and maintain in the territory of the other Contracting Party managerial, sales, technical, operational and other specialist staff who are required to support the provision of air services.

3. The designated airline or airlines of each Contracting Party shall further have the right to issue all kinds of documents of carriage and to advertise and promote sales in the territory of the other Contracting Party, subject to the laws and regulations of that other Contracting Party.

4. In operating or holding out services under this Agreement, any designated airline or airlines may enter into cooperative marketing arrangements, such as but not limited to code-sharing, with

(a) any airline or airlines of the Contracting Parties, and

(b) any airline or airlines of a third country,

provided that

(i) all participants in such arrangements hold the appropriate authority,

(ii) the arrangements meet the conditions prescribed under the laws and regulations normally applied by the Contracting Parties to the operation or holding out of international air transport, and

(iii) in respect of each ticket sold, the purchaser is informed at the point of sale which airline will operate each sector of the service.

5. All code-share arrangements are subject to approval by the aeronautical authorities of both Contracting Parties.

6. The designated airline or airlines of each Contracting Party shall be permitted to conduct international air services using aircraft (or aircraft and crew) leased from any company, including other airlines, provided that the aeronautical authorities of the Contracting Party regulating the airlines that is the lessee are satisfied that the operating aircraft and crew leased by that airline meet the operating and safety standards and requirements of this Agreement.

7. Each designated airline or airlines shall have the right to perform its own ground-handling (“self-handling”) in the territory of the other Contracting Party or, at its option, the right to select among competing suppliers that provide ground handling in whole or in part. This right may be subject only to restrictions justified by specific constraints of available space or capacity. Each designated airline or airlines shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers. Ground handling activities shall be carried out in accordance with the laws and regulations of each Contracting Party, including, in the case of Ireland, European Union law.

Article 14 *Transfer of Funds*

1. Each Contracting Party shall grant to the airline or airlines designated by the other Contracting

Party, permission to transfer without any restriction, to the said airline, in accordance with the rules and regulations existing with regard to currency exchange control, the revenue arising in respect of its operation of the agreed services in the territory of the other Contracting Party.

2. In the case where there is a special agreement ruling the transfer of funds between the two Contracting Parties, such agreement shall prevail.

Article 15 Consultations

1. In a spirit of close co-operation, the aeronautical authorities of both Contracting Parties shall consult with each other from time to time with a view to ensuring the implementation of: and satisfactory compliance with, the provisions of this Agreement.

2. The aeronautical authorities of either Contracting Party may request consultations, through discussions or correspondence, which shall commence within a period of sixty (60) days from the date of receipt of the request, unless both aeronautical authorities agree to an extension of this period.

Article 16 Settlement of Disputes

1. Any dispute relating to the interpretation or application of this Agreement or the Annex thereto shall be settled by direct negotiations between the aeronautical authorities of the Contracting Parties. Such negotiations shall commence as soon as practicable but in any event not later than sixty (60) days from the date of receipt of a request for such negotiations, unless otherwise provided for in this Agreement or otherwise agreed by the aeronautical authorities.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body, or the dispute may, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty days (60) from the date of receipt by either Contracting Party from the other of a notice, through diplomatic channels, requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organisation may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In all cases, the third arbitrator shall be a national of a third State and shall act as President of an arbitral body.

3. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article. If either Contracting Party fails to comply with such decision, the other Contracting Party shall have grounds for the application of paragraph (3) of Article 3 (Designation and Revocation) of this Agreement.

Article 17 Modification

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, including the Annex thereto, it may request consultations between the aeronautical authorities of both Contracting Parties in relation to the proposed modification. Such consultations

shall commence within a period of sixty (60) days of the date of receipt of the request. Any modifications so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes by both Contracting Parties.

2. A modification to the Annex may be made by direct agreement between the aeronautical authorities of both Contracting Parties and shall enter into force on the date specified in the modified agreement.

Article 18 *Registration with ICAO*

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

Article 19 *Notice of Termination of Agreement*

1. Either Contracting Party may, at any time, give notice to the other Contracting Party of its decision to terminate this Agreement; such notice shall be sent simultaneously to the International Civil Aviation Organisation. In such case, this Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period.

2. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organisation.

ARTICLE 20 *Entry into Force*

This Agreement shall enter into force on the date of the last written notification being received through diplomatic channels confirming that the Contracting Parties have fulfilled all respective internal procedures required for the entry into force of this Agreement.

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

Done at Addis Ababa on 3 November 2014, in duplicate, in the English language.

For the Government of Ireland

Seán Sherlock

**For the Government of the Federal
Democratic Republic of Ethiopia**

Getachew Mengiste

ANNEX I

3. Route Schedules

Schedule 1

Routes to be operated by the designated airline of the Federal Democratic Republic of Ethiopia:

From	To	Intermediate Points	Points Beyond
Ethiopia	Ireland	Any agreed points	Any agreed points

Schedule 2

Routes to be operated by an airline or airlines designated by Ireland:

From	To	Intermediate Points	Points Beyond
Ireland	Ethiopia	Any agreed points	Any agreed points

2. Operation of the Agreed Services

1. Intermediate and beyond fifth freedom traffic rights shall only be exercised on the above routes by the Designated Airlines of either Contracting Party with the approval of the Aeronautical Authorities of both Contracting Parties.
2. The Designated Airlines of both Contracting Parties may, on any or all flights and at its option, operate in either or both directions; serve intermediate and beyond points on the routes in any combination and in any order; omit calling at any or all intermediate or beyond point(s); terminate its services in the territory of the other Contracting Party and/or in any point beyond that territory; serve points within the territory of each Contracting Party in any combination; transfer traffic from any aircraft used by them to any other aircraft at any point or points in the route; combine different flight numbers within one aircraft operation; and use owned or leased aircraft.

ANNEX2

Addresses for Correspondence in connection with this Agreement

Correspondence for Ireland should be addressed to:

The Secretary General,
The Department of Transport, Tourism and Sport
44 Kildare Street,
Dublin 2,
Ireland

Fax: +353 1 604 1699

And marked

“For the attention of the “Aviation Services Division”

Correspondence for the Federal Democratic Republic of Ethiopia should be addressed to:

The Director General,
Ethiopian Civil Aviation Authority,
Africa Avenue, Bole Road,
Addis Ababa Bole International Airport,
P.O. Box 978
Addis Ababa
ETHIOPIA

Fax:(+251)116650281