

**No. 46639**

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**Israel  
and  
Nepal**

**Air Services Agreement between the Government of the State of Israel and the Government of Nepal (with annex). Kathmandu, 25 December 2006**

**Entry into force:** *3 September 2008 by notification, in accordance with article XXIII*

**Authentic texts:** *English, Hebrew and Nepali*

**Registration with the Secretariat of the United Nations:** *Israel, 9 October 2009*

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**Israël  
et  
Népal**

**Accord relatif aux services aériens entre le Gouvernement de l'État d'Israël et le Gouvernement du Népal (avec annexe). Katmandou, 25 décembre 2006**

**Entrée en vigueur :** *3 septembre 2008 par notification, conformément à l'article XXIII*

**Textes authentiques :** *anglais, hébreu et népalais*

**Enregistrement auprès du Secrétariat des Nations Unies :** *Israël, 9 octobre 2009*

[ ENGLISH TEXT – TEXTE ANGLAIS ]<sup>1</sup>

**AIR SERVICES AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF THE STATE OF ISRAEL**

**AND**

**THE GOVERNMENT OF NEPAL**

**The Government of the State of Israel and the Government of Nepal**  
herein after referred to as the “Contracting Parties”,

**BEING PARTIES** to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944; and

**ACKNOWLEDGING** the importance of air transport as means of creating and preserving friendship, understanding and cooperation between peoples of the two countries; and

**DESIRING** to promote the development of air transport between Israel and Nepal, and to continue to the fullest extent the international cooperation in this field; and

**DESIRING** to conclude an Agreement for the operation of air services between their territories;

**HAVE AGREED** as follows:

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<sup>1</sup> Reproduced as submitted – Reproduit comme soumis.

## ARTICLE I

### DEFINITIONS

For the purpose of the interpretation and application of the Agreement, except as provided herein:

- a) 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, any amendment of the Annexes or Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have become effective for or have been ratified by both Contracting Parties;
- b) The term "Aeronautical Authorities" means in the case of the State of Israel, the Minister of Transport or any person or body authorized to perform any functions exercised by the said authorities, and in the case of Nepal, the Ministry of Culture, Tourism and Civil Aviation or any person or body authorized to perform any functions exercised by the said authorities.
- c) The term "designated airline" means the airline that each Contracting Party has designated to operate the agreed services as specified in an Annex of this Agreement and in accordance with Article III of this Agreement;
- d) The terms "territory", "air services", "international air services", "airline" and "stop for non-traffic purposes" have the meaning specified in Articles 2 and 96 of the Convention;
- e) The term "Agreement" means this Agreement, its Annexes and any amendments thereto, which form an integral part of the Agreement;
- f) The term "Annex" means the Annex to this Agreement or as amended in accordance with the provisions of paragraph 2 of Article XVIII of this Agreement.
- g) The term "specified routes" means the routes established or to be established in an Annex to the Agreement;
- h) The term "agreed services" means the international air services performed by aircraft for public transport of passengers, cargo and mail which can be operated, according to the provisions of the Agreement, on the specified routes;
- i) The term "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail.

- j) "Route Schedule" means the schedule of routes annexed to this Agreement and any amendments thereto as agreed in accordance with the provisions of Article 19 of this Agreement. The route schedule shall form an integral part of this Agreement;
- k) The term "user charges" means a charge imposed on airlines for the provision of airport, air navigation, or aviation security facilities or services including related services and facilities.
- l) The term "laws and regulations" of a Contracting Party means the laws and regulations at any time in force of that Contracting Party.
- m) The term "capacity" in relation to "agreed services" means the capacity of the aircraft used on such services, multiplied by the frequency operated by such aircraft over a given period of time and route or section of a route.
- (n) The term "Stop-over" means a deliberate interruption of a journey by a passenger, agreed to in advance by the designated airline or airlines at a point between the point of departure and the point of destination.

## ARTICLE II

### GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in the Agreement, for the purpose of establishing and operating scheduled international air services on the routes specified in an Annex hereto.
2. Unless otherwise specified in this Agreement or in its Annex, the airline designated by each Contracting Party shall enjoy the following rights:
  - a) To fly without landing across the territory of the other Contracting Party;
  - b) To make stops in the said territory for non-traffic purposes;
  - c) While operating an agreed service on the specified routes, to embark and disembark in the other Contracting Party's territory, at the points specified in an Annex to this Agreement, passengers, cargo and mail, coming from or destined to the territory of the Contracting Party designating the airline; and
  - d) To embark and disembark in the territory of third countries, at agreed points and in accordance to the stipulations of the Annex to this Agreement, passengers, baggage, cargo and mail coming from or destined to the territory of the other contracting Party.
3. Nothing in this Agreement shall be deemed to confer on the designated airline of one Contracting Party the privilege of taking on board in the territory of the other

Contracting Party passengers, cargo or mail, carried for hire or reward and destined for another point in the territory of the other Contracting Party.

4. The airlines of each Contracting Party, other than those designated under Article III of the Agreement, shall also enjoy the rights specified in paragraph 2 a) and b) of this Article, provided proper authorizations have been obtained in advance from the Aeronautical Authorities of the other Contracting Party.
5. If because of armed conflict, political disturbances or developments or special and unusual circumstances the designated airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such services through appropriate temporary rearrangement of routes.

### **ARTICLE III**

#### **DESIGNATION OF AIRLINES AND OPERATING AUTHORIZATION**

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline for the purpose of operating, between the territories of the two countries, the agreed services on the specified routes, and to withdraw or alter such designations.
2. On receipt of such designation, the other Contracting Party shall grant without delay, subject to the provisions of paragraphs 3 and 4 of this Article, to the designated airline the appropriate operating authorization.
3. The Aeronautical Authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it fulfills the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.
4. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph 2 of this Article or to impose such conditions, as it may deem necessary, on the exercise by the designated airline of the rights specified in Article II of this Agreement in any case when the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.
5. When an airline has been so designated and authorised, it may begin to operate the agreed services, provided that the airline complies with the applicable provisions of this Agreement.