PROTOCOL
BETWEEN
THE GOVERNMENT OF THE STATE OF ISRAEL
AND
THE GOVERNMENT OF THE KINGDOM OF THAILAND
ON
AMENDMENTS TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE STATE OF ISRAEL AND THE GOVERNMENT OF THE KINGDOM OF THAILAND FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES, SIGNED ON 8 MARCH 1968

ARTICLE 1

The following definitions in Article 1 (b) and (c) of the Agreement shall be replaced as follows:

"(b) The term "aeronautical authorities" means, in the case of the Kingdom of Thailand, the Minister of Transport and any person or body authorized to perform any functions on civil aviation exercised by the said Minister or similar functions, and, in the case of Israel, the Minister of Transport and Road Safety by the Civil Aviation Authority or any person or body authorized to perform any functions on civil aviation exercised by the said Minister or similar function;

(c) The term "designated airline" means, an airline or airlines which one Contracting Party has designated, by written notification to the other Contracting Party, in accordance with Article 3 of the present Agreement, for the operation of air services on the routes specified in such notification;"

ARTICLE 2

Article 3 of the Agreement shall be replaced by the following:

"(1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline or airlines for the purpose of operating the agreed services on the specified routes.

(2) On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, grant without delay 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 is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied by them in conformity with the provisions of the Convention to the operation of international commercial air services.

(4) Each Contracting Party shall have the right to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the privileges specified in paragraph (2) of Article 2 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those privileges in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of the Contracting Party designating the airline.

(5) Each Contracting Party shall have the right to suspend the exercise by an airline of the privileges specified in paragraph (2) of Article 2 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those privileges in any case where the airline fails to comply with the laws or regulations of the Contracting Party granting those privileges or otherwise fails to operate in accordance with the conditions prescribed in the present Agreement, provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringements of laws or regulations, this right shall be exercised only after consultation with the other Contracting Party."

ARTICLE 3

The following Article 4bis shall be added to the Agreement:

"(1) Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. 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 the areas referred to in paragraph 1 of this Article that meet the Standards established at that time pursuant to the Convention, the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO Standards. The other Contracting Party shall then take appropriate corrective action within an agreed time period.

(3) Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of the other Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search by the authorized representatives of the other Contracting Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, 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 that time pursuant to the Convention.

(4) When urgent action is essential to ensure the safety of an airline operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Contracting Party.

(5) Any action by one Contracting Party in accordance with paragraph 4 above shall be discontinued once the basis for the taking of that action ceases to exist.

(6) With reference to paragraph 2, if it is determined that one Contracting Party remains in non-compliance with ICAO Standards when the agreed time

period has lapsed, the Secretary General of ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation."

ARTICLE 4

Article 6 of the Agreement shall be replaced by the following:

"The capacity to be provided on the agreed services shall be subject to the following conditions:

(1) The total capacity to be provided on the agreed services by the designated airline(s) of the Contracting Parties shall be agreed between, or approved by, the aeronautical authorities of the Contracting Parties before the commencement of the operations, and thereafter according to anticipated traffic requirements.

(2) There shall be fair and equal opportunity for the designated airline(s) of both Contracting Parties to operate the agreed services on the specified routes."

ARTICLE 5

The following Article 6bis shall be added to the Agreement:

"In operating services on the agreed routes, the designated airline(s) of either Contracting Party may enter into joint operating arrangements with any other airline(s) which holds the appropriate route and traffic rights, in the following manner:

1. Bilateral Code Share

a) International Sector

Where the designated airline(s) of both either Contracting Party enters into code-sharing arrangements, the capacity used by the non – operating carrier will not be counted against that carrier's capacity entitlement.

b) Domestic Sector

Where the designated airline(s) of either Contracting Party enters into code-sharing arrangements with the carrier(s) which operates a domestic

route network in the territory of the other Contracting Party, there will be no capacity and frequency limits on the code-share services, provided that the traffic carried on such services is the continuation to/from its international services.

2. Third-Party Code Share

The designated airline(s) of each Contracting Party may enter into code-sharing arrangements with any airline(s) of third countries. In such cases, one code – sharing service is counted against that designated operating airline(s) under its own entitlement as one unit of capacity.

3. Same Contracting Party Code Share

The designated airline(s) of each Contracting Party, while operating along agreed routes, may enter into code – sharing operations with each other, whereby the frequency used by the operating carrier will be counted against that carrier's capacity entitlement.

Note: It is further agreed that each airline involved in code – sharing arrangements pursuant to this paragraph shall, in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship."

ARTICLE 6

The following Article 7bis shall be added to the Agreement:

"(1) Consistent with their rights and obligations under international law, the Contracting 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 Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970 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 Contracting Parties adhere to.

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

(3) The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by ICAO and designated as Annexes to the Convention; to the extent that such security provisions are applicable to the Contracting Parties, they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions. Each Contracting Party shall advise the other Contracting Party of any difference between its national regulations and practices and the aviation security standards of the Annexes to the Convention. Either Contracting Party may request immediate consultations with the other Contracting Party at any time to discuss any such differences.

(4) Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 above required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures and for this purpose the Aeronautical Authorities of the Contracting Parties will be entitled to conclude implementing security arrangements.

(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 Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

(6) When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the first Contracting Party may request consultations. Such consultations shall start within fifteen (15) days of receipt of such a request from either Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the start of consultations shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the airline designated by the other Contracting Party. When justified by an emergency, or to prevent further noncompliance with the provisions of this Article, the first Contracting Party may take interim action at any time."

ARTICLE 7

Article 8 of the Agreement shall be replaced by the following:

"(1) The tariffs in respect of the agreed services operated by the designated airline(s) of each Contracting Party shall be established by each designated airline based upon its commercial considerations in the market place at reasonable levels, due regard being paid to all relevant factors, including the cost of operation and reasonable profit.

(2) Each Contracting Party may require notifications or filing of tariffs established under paragraph 1 above by the designated airline(s) of the other Contracting Party.

(3) Each Contracting Party shall have the right to intervene so as to:

a) prevent tariffs whose application constitutes anti-competitive behavior which has or is likely to or intended to have the effect of crippling a competitor or excluding a competitor from a route;

b) protect consumers from prices that are unduly high or restrictive due to the abuse of a dominant position; and

c) protect airlines from prices that are artificially low.

(4) For the purposes set out in paragraph 3 of this Article, the designated airline(s) of each Contracting Party may be required to provide to the aeronautical authorities of the other Contracting Party information relating to the establishment of the tariffs.

(5) If one Contracting Party believes that the tariff charged by designated airline(s) of the other Contracting Party is inconsistent with considerations set forth in paragraph 3 of this Article, it shall notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible and request consultations which shall be held not later than thirty (30) days after receipt of the request. If the Contracting Parties reach an agreement with respect to the tariff for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. In the absence of such an agreement, the previously existing tariff shall continue to be in effect."

ARTICLE 8

Article 12 of the Agreement shall be replaced by the following:

"(1) Either Contracting Party may at any time request consultation on the interpretation, application, implementation or amendment of this Agreement or compliance with this Agreement. Such consultations, which may be through discussion or by correspondence, shall begin within a period of 60 (sixty) days from the date the other Contracting Party receives a written request, unless otherwise agreed by the Contracting Parties.

(2) This Agreement can be amended by mutual consent of the Contracting Parties. Any amendment of this Agreement excluding amendments of the schedule shall come into force in accordance with the procedures set forth in Article 15 of this Agreement. Any amendment of the Schedule may be made by written agreement between the aeronautical authorities of the Contracting Parties.

(3) The present Agreement shall be amended so as to conform with any relevant multilateral convention which may become binding on both Contracting Parties."

ARTICLE 9

(1) The present Protocol forms an integral part of the Agreement.

(2) The interpretation of the present Protocol shall be in accordance with the terms and provisions of the Agreement.

(3) The present Protocol shall enter into force in accordance with Article 15 of the Agreement and shall remain in force as long as the Agreement remains in force.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their Governments have signed the present Protocol.

DONE at Jerusalem in duplicate in the English language, on this 20th day of August, 2020, which corresponds to the 30th day of Av of the year 5780 in the Hebrew calendar, and the year 2563 of the Buddhist Era.

FOR THE GOVERNMENT OF THE STATE OF ISRAEL

(H.E. Gabi Ashkenazi)
Minister of Foreign Affairs

FOR THE GOVERNMENT OF THE KINGDOM OF THAILAND

(H.E. Pannabha Chandraramya)
Ambassador Extraordinary
and Plenipotentiary of
the Kingdom of Thailand
to the State of Israel