

No. 941

**CANADA
and
FRANCE**

Agreement for air services between and beyond their respective territories (with annex). Signed at Ottawa, on 1 August 1950

Official texts: English and French.

Registered by the International Civil Aviation Organization on 5 October 1950.

**CANADA
et
FRANCE**

Accord relatif aux services aériens entre leurs territoires respectifs et au-delà de ces territoires (avec annexe). Signé à Ottawa, le 1er août 1950

Textes officiels anglais et français.

Enregistré par l'Organisation de l'aviation civile internationale le 5 octobre 1950.

No. 941. AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE FRENCH REPUBLIC FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT OTTAWA, ON 1 AUGUST 1950

PREAMBLE

The Government of Canada and the Government of the French Republic,
Being parties to the Convention² on International Civil Aviation signed at Chicago on December 7, 1944 and

Desiring to conclude an Agreement for the purpose of establishing air relations between and beyond Canadian and French territories,

Have agreed as follows:

Article 1

For the purpose of present Agreement unless the context otherwise requires:

(a) the term "the Convention" means the Convention on International Civil Aviation signed at Chicago on December 7, 1944 and includes any Annex adopted under Article 90 of the Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof;

(b) the term "aeronautical authorities" means, in the case of France, the Secrétaire général à l'Aviation civile et commerciale or any person or body authorized to perform any functions presently exercised by the said Secrétaire général or similar functions, and, in the case of Canada, the Minister of Transport, the Air Transport Board and any person or body authorized to perform any functions presently exercised by the said Minister or Board or similar functions;

(c) the term "designated airline" means any airline which one contracting party shall have chosen to operate the agreed services, the designation of which has been notified to the aeronautical authorities of the other contracting party in accordance with the provisions of Article III of the present Agreement;

(d) the term "territory" in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or trusteeship of that State.

¹ Came into force on 1 August 1950, as from the date of signature, in accordance with article XII.

² United Nations, *Treaty Series*, vol. 15, p. 295; vol. 26, p. 420; vol. 32, p. 402; vol. 33, p. 352; vol. 44, p. 346, and vol. 51, p. 336.

Article II

(1) Each contracting party grants to the other contracting party the rights specified in the present Agreement for the purpose of establishing the air services to be operated by virtue of the said Agreement on the routes specified in the appropriate Section of the Schedule thereto (hereinafter called "the agreed services" and the "specified routes").

(2) Subject to the provisions of the present Agreement, the airline or airlines designated by each contracting party shall enjoy, while operating an agreed service on a specified route, the following privileges:

- (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; and
- (c) to make stops in the said territory at the points specified for that route in the schedule to the present Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail coming from or destined for other points so specified.

(3) Nothing in paragraph (2) of this Article shall be deemed to confer on the airlines of one contracting party the privilege of taking up, in the territory of the other contracting party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other contracting party.

Article III

(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) Each contracting party shall have the right by written notification to the other contracting party to withdraw the designation of any airline and to substitute the designation of another airline.

(3) On receipt of the designation, the other contracting party shall, subject to the provisions of paragraphs (4) and (5) of this Article, without delay grant to the airline or airlines designated the appropriate operating authorization.

(4) The aeronautical authorities of one contracting party may require the airline or airlines designated by the other contracting party to satisfy them that they are qualified to fulfil 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.

(5) Each contracting party shall have the right to refuse to accept the designation of the airline or airlines and to withhold or revoke the grant to an airline or airlines of the privileges specified in paragraph (2) of Article II 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 is vested in the contracting party designating the airline or in nationals of the contracting party designating the airline.

(6) At any time after the provisions of paragraphs (1) and (3) of this Article have been complied with, an airline or airlines so designated and authorized may begin to operate the agreed services.

(7) Each contracting party shall have the right to suspend the exercise by an airline or airlines of the privileges specified in paragraph (2) of Article II of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline or airlines of those privileges in any case where the airline or airlines fail to comply with the laws or regulations of the contracting party granting those privileges or otherwise fail to operate in accordance with the conditions prescribed in the present Agreement.

Article IV

Fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores introduced into the territory of one contracting party, or taken on board aircraft in that territory, by or on behalf of the other contracting party or its designated airline or airlines and intended solely for use by or in the aircraft of those airlines, shall be accorded by the first contracting party, in respect of customs duties, inspection fees and other similar national or local duties and charges, treatment not less favourable than that accorded to similar supplies introduced into the said territory, or taken on board aircraft in that territory, and intended for use by or in the aircraft of a national airline of the first contracting party, or of the most favoured airline of any other State engaged in international air services.

Article V

(1) There shall be fair and equal opportunity for the airlines of both contracting parties to operate the agreed services on the specified routes between their respective territories.

(2) In operating the agreed services, the airlines of each contracting party shall take into account the interests of the airline or airlines of the other contracting party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

(3) On any specified route the capacity provided by the designated airline or airlines of one contracting party together with the capacity provided by the designated airline or airlines of the other contracting party shall be maintained in reasonable relationship to the requirements of the public for air transport on that route.

(4) In the application of the principles stated in the preceding paragraphs of this Article:

- (a) The agreed services provided by the designated airline or airlines shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to the current and reasonable expected requirements of such airline or airlines for the carriage of traffic originating in or destined for the territory of the contracting party which has designated the airline or airlines.
- (b) The capacity provided under sub-paragraph (a) above may be augmented by supplementary capacity adequate for the carriage of international air traffic both originating at and destined for points on the specified routes in the territories of States other than that designating the airline or airlines. Such additional capacity shall be related to traffic demands of the areas through which the airline or airlines operate, after taking account of the air services established by airlines of the other contracting party and of the States referred to above insofar as they are carrying international air traffic originating in or destined for their territories.

(5) Nothing in this Article shall prevent unfilled space in any aircraft operated in accordance with this Article from being used for the carriage of any international air traffic ordered.

Article VI

(1) The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit, characteristics of service (such as standards of speed and accommodation) and the tariffs of other airlines for any part of the specified routes. These tariffs shall be determined in accordance with the following provisions of this Article.

(2) The tariffs referred to in paragraph (1) of this Article shall, if possible, be agreed in respect of each route between the designated airlines of the contracting parties, in consultation with other airlines operating over the whole or part of that route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association, or such other air transport association as may be recognized by both contracting parties. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of each contracting party.

(3) In the event of disagreement between the designated airlines concerning the tariffs, the aeronautical authorities of the contracting parties shall endeavour to determine them by agreement between themselves.

(4) A designated airline or the designated airlines of either contracting party shall file with the aeronautical authorities of each contracting party, in accordance with

the respective regulations or directives of such authorities any tariff determined under paragraph (2) of this Article which it proposes to establish, at least thirty (30) days before the date on which it proposes that the tariff shall come into effect; provided that the aeronautical authorities of the contracting parties may by agreement in particular cases vary the period of thirty (30) days.

(5) If the aeronautical authorities of one of the contracting parties are dissatisfied with the tariff filed in accordance with paragraph (4) of this Article, they shall so notify in writing the aeronautical authorities of the other contracting party and any designated airline filing the tariff in dispute, within fifteen (15) days of the date of filing or, in particular cases, within such other period as may be agreed between the aeronautical authorities of both parties.

(6) After notification under paragraph (5) of this Article, the aeronautical authorities of both contracting parties shall endeavour to secure agreement on the tariff to be established.

(7) If the aeronautical authorities of the contracting parties cannot secure agreement, the dispute shall be settled in accordance with the provisions of Article 8 of the present Agreement.

(8) If agreement has not been reached at the end of the thirty (30) day period referred to in paragraph (4) above, a disputed toll on the agreed services shall remain in suspension until the dispute shall have been settled.

(9) Nothing in this Article shall affect the right of either contracting party to disallow an offending toll between a third country and a point in the territory of the dissatisfied contracting party.

(10) If no notification is given under paragraph (5), a tariff filed under paragraph (4) shall come into effect after the expiry of the period specified in paragraph (4) and shall remain in effect until

(a) the expiry of any period for which the aeronautical authorities of either contracting party may have approved its effectiveness; or

(b) a new or amended tariff shall have been established in substitution therefore, in accordance with the provisions of this Article;

whichever is the earlier.

(11) The aeronautical authorities of one contracting party may, with the consent of the aeronautical authorities of the other contracting party, at any time require a designated airline or airlines to file a new or amended tariff on the agreed services, and the provisions of this Article shall apply thereto as if it were a first tariff.

Article VII

The aeronautical authorities of either contracting party shall supply to the aeronautical authorities of the other contracting party at its request such periodic or

other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided in the agreed services by a designated airline or airlines of the first contracting party. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

There shall be regular and frequent consultation between the aeronautical authorities of the contracting parties to ensure close collaboration in all matters affecting the fulfilment of the present Agreement.

Article VIII

(1) If any dispute arises between the contracting parties relating to the interpretation or application of the present Agreement, the contracting parties shall in the first place endeavour to settle it by consultation between themselves.

(2) If the contracting parties fail to reach a settlement by consultation, they may agree to submit the dispute for arbitration either to a tribunal appointed by mutual agreement or to any judicial body in accordance with the usual rules of international law.

(3) The contracting parties undertake to comply with any decision given under sub-paragraph (2).

(4) If and so long as either contracting party or a designated airline or airlines of either contracting party fails to comply with a decision given under sub-paragraph (2), the other contracting party may limit, withhold or revoke any rights or privileges which it has granted by virtue of the present Agreement to the contracting party in default or to the designated airline or airlines of that contracting party or to a designated airline in default.

Article IX

(1) If either of the contracting parties considers it desirable to modify any provision of the present Agreement, such modifications, if agreed between the contracting parties, shall come into effect when confirmed by an Exchange of Notes.

(2) In the event of the conclusion of any general multilateral convention concerning air transport by which both contracting parties become bound, the present Agreement shall be amended so as to conform with the provisions of such Convention.

Article X

Either contracting party may at any time give notice to the other if it desires to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, the present

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. In the absence of acknowledgment 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 Organization.

Article XI

The present Agreement and any Exchange of Notes in accordance with Article IX shall be registered by the Government of Canada with the International Civil Aviation Organization.

Article XII

The present Agreement shall come into force on the date of signature.

DONE in duplicate, at Ottawa this first day of August, 1950, in the French and English languages, both texts being equally authentic.

For the Government of Canada:

LIONEL CHEVRIER

For the Government of the French Republic:

JEAN BASDEVANT

A N N E X

Section I

1. Agreed Services

The airline or airlines designated by the Government of the French Republic may put down or take on at Montreal international traffic in passengers, cargo and mail coming from or destined for France.

2. Specified Routes

Routes to be operated in both directions by the designated airline or airlines of the French Republic:

<i>Point of Departure</i>	<i>Intermediate Points (any one or more of the following if desired)</i>	<i>Destination in Canadian Territory</i>	<i>Points beyond (any one or more of the following if desired)</i>
Paris or any other point in Metropolitan France	United Kingdom Shannon Iceland Azores	Montreal	New York

Section II

1. *Agreed Services*

The airline or airlines designated by the Government of Canada may put down or take on at Paris, France, international traffic in passengers, cargo and mail coming from or destined for Canada.

2. *Specified Routes*

Routes to be operated in both directions by the designated airline or airlines of Canada:

<i>Point of Departure</i>	<i>Intermediate Points (any one or more of the following if desired)</i>	<i>Destination in French Territory</i>	<i>Points beyond (any one or more of the following if desired)</i>
Montreal or any other point in Canada	Azores Iceland Shannon United Kingdom	Paris	To be agreed upon between the Governments of Canada and France