

No. 1710

**EGYPT
and
FRANCE**

Agreement (with annex and exchange of notes) relating to regular air transport services. Signed at Cairo, on 6 August 1950

Official texts: French and Arabic.

Registered by the International Civil Aviation Organization on 24 April 1952.

**ÉGYPTE
et
FRANCE**

Accord (avec annexe et échange de notes) relatif aux transports aériens réguliers. Signé au Caire, le 6 août 1950

Textes officiels français et arabe.

Enregistré par l'Organisation de l'aviation civile internationale le 24 avril 1952.

[TRANSLATION — TRADUCTION]

No. 1710. AGREEMENT¹ BETWEEN THE FRENCH REPUBLIC AND THE KINGDOM OF EGYPT RELATING TO REGULAR AIR TRANSPORT SERVICES. SIGNED AT CAIRO, ON 6 AUGUST 1950

The Government of the French Republic and the Government of the Kingdom of Egypt, hereinafter described as “ the Contracting Parties ”,

Being parties to the Convention on International Civil Aviation (hereinafter called “ the Convention ”), signed at Chicago on 7 December 1944,²

Considering,

That it is desirable to organize international air services in a safe and orderly manner and to further as much as possible international co-operation in this field,

That it is desirable to stimulate international air travel at the lowest rates consistent with sound economic principles as a means of promoting friendly understanding and good-will among peoples and at the same time of securing the many indirect benefits of this form of transportation to the common welfare of both countries,

And desiring to conclude an agreement with a view to providing regular commercial air communications between and beyond their respective territories,

Have appointed representatives who, being duly authorized to this effect by their respective Governments, have agreed as follows :

Article I

The Contracting Parties grant each other the right to operate the regular air services specified in the Annex to this Agreement (hereinafter referred to as the “ agreed services ”) on the routes specified therein (hereinafter referred to as the “ specified routes ”).

In accordance with the terms of this Agreement, all or part of the said services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted.

¹ Came into force on 25 October 1951 in accordance with article XIX.

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 shall designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services by virtue of this Agreement.

2. On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraph 3 of this article and to those of Article III of this Agreement, without unjustified delay grant to the airlines designated the appropriate operating permission.

3. The aeronautical authorities of one Contracting Party may, before granting the required permission to an airline designated by the other Contracting Party, satisfy themselves that it fulfils the conditions prescribed under the laws and regulations applied by them, provided that these do not conflict with the provisions of the Convention or of this Agreement.

4. At any time after the provisions of paragraphs 1 and 2 of this article have been complied with, an airline so designated and authorized may begin to operate the agreed services.

Article III

1. Each Contracting Party reserves the right to refuse to accept airlines designated by the other Contracting Party, and the right to withhold or revoke the operating permission or to impose such conditions as it may deem necessary on the exercise of the rights specified in article V in any case where it is not satisfied that substantial ownership and effective control of the airline designated by the other Contracting Party are vested in that Party or in its nationals.

2. Each Contracting Party reserves the right to suspend the exercise of the rights specified in article V of this Agreement or to impose such conditions as it may deem it necessary on the exercise of those rights in any case where the designated airline fails to comply with the laws and regulations of the Contracting Party granting those rights, provided that those laws and regulations do not conflict with the provisions of the Convention or of this Agreement, or to perform its obligations under this Agreement.

Nevertheless, such unilateral action may be taken only after prior notice has been given to the other Contracting Party and only if consultations between the aeronautical authorities of the two Contracting Parties have failed to produce an agreement within thirty days from the date of the notice.

Article IV

1. The laws and regulations of either Contracting Party, such as those relating to the admission to or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft within its territory, shall apply to aircraft of the airlines of the other Contracting Party.

2. The laws and regulations in force in the territory of either Contracting Party governing the entry, stay or departure of passengers, crew or cargo of aircraft, such as those relating to police formalities, entry, immigration, emigration, passport, clearance, customs, health and currency, shall apply to the passengers, crew and cargo of aircraft of the airlines designated by the other Contracting Party.

Article V

1. Subject to the provisions of articles VI and VII, each of the Contracting Parties shall, for the purpose of operating the agreed services, grant to the airlines designated by the other Contracting Party the right to pick up and set down in its territory international traffic destined for or coming from the territory of that other Contracting Party or the territory of a third country.

2. Paragraph 1 of this article shall not confer on the airlines of one Contracting Party the right to pick up in the territory of the other Contracting Party passengers, cargo or mail carried for remuneration and destined for another point in the territory of that other Contracting Party. This prohibition shall apply irrespective of the actual origin or destination of the traffic in question.

3. The Contracting Parties, being signatories to the International Air Services Transit Agreement,¹ recognize that, under the said Agreement and so long as they are parties thereto, they grant each other the right :

- (a) to fly over their respective territories without making stops;
- (b) to make stops therein for non-traffic purposes.

Article VI

1. Just and equitable treatment shall be ensured to the airlines designated by the two Contracting Parties to operate the agreed services.

2. The agreed services of each Contracting Party shall have as their primary objective the provision, at a rate of utilization deemed to be reasonable, of capacity adapted to the normal and reasonably foreseeable requirements of air

¹ United Nations, *Treaty Series*, Vol. 84, p. 389.

traffic between the territory of the Contracting Party which designated the airline operating the said services and the countries of destination of the traffic.

Article VII

The rights granted may not be improperly exercised by the airlines designated by one of the Contracting Parties to the detriment or disadvantage of any airline of the other Contracting Party operating on all or part of the same route.

Article VIII

Fuel and lubricating oils taken on board aircraft of the airlines designated by one Contracting Party in the territory of the other Contracting Party shall be exempt from customs duties, inspection fees and similar duties and charges in force within the territory of the latter Contracting Party, but shall in all other respects remain subject to the customs regulations of that Party.

This treatment shall be regarded as supplementary to that granted under articles XV and XXIV of the Convention.

Article IX

1. Each Contracting Party shall cause its designated airlines to transmit to the aeronautical authorities of the other Contracting Party, as long in advance as practicable, information concerning schedules of rates and time-tables and all other information concerning its agreed services, and all modifications thereof.

2. Each Contracting Party shall cause its designated airlines to transmit to the aeronautical authorities of the other Contracting Party information concerning the traffic carried on their services to, from or in transit over the territory of the other Contracting Party, tabulated according to the origin and destination of the traffic.

Article X

When, in the interests of economical operation, aircraft of different capacity are used on different sections of the specified routes, the point of change of aircraft being situated in the territory of one of the Contracting Parties, such change shall not affect the provisions of this Agreement relating to transport and capacity. In such cases, the second aircraft shall be required to provide a connecting service with the first aircraft and shall await its arrival unless operational exigencies make this impossible.

Article XI

1. Rates shall be fixed at reasonable levels, due regard being paid to all relevant factors, including economical operation, reasonable profit, the characteristics of each service (such as speed and comfort) and the rates charged by other airlines on the specified routes or on sections thereof.

2. The rates to be charged by any of the airlines designated in accordance with this Agreement, in respect of traffic between the territories of the two Contracting Parties or between the territory of a third country and that of one of the Contracting Parties shall be determined as follows, subject to the approval of the two Contracting Parties :

(a) in accordance with the recommendations of the International Air Transport Association (IATA) or of any other organization which succeeds it and of which the airlines of the two Contracting Parties are members;

(b) by direct agreement between the designated airlines of the two Contracting Parties, if these airlines are not members of the IATA, or of a similar organization, or if that organization fails to make a recommendation as provided in paragraph (a) above. Nevertheless, it is understood that if either of the Contracting Parties has not designated an airline to operate any of the specified routes or fixed the schedule of rates for that route in accordance with paragraph (a) above, the airlines designated by the other Contracting Party to operate that route may then fix their own rates.

3. The rates established in this way shall be submitted to the aeronautical authorities of the two Contracting Parties for approval and shall become operative forty-five days after their communication to the said authorities, unless the latter signify their objection before the expiry of this time limit.

4. Should the designated airlines be unable to reach agreement (as specified in paragraph 2 (b) of this article) on the rates to be charged, the Contracting Parties themselves shall endeavour to reach and give effect to a satisfactory settlement. In the last resort, the matter shall be referred to arbitration as provided in article XVI of this Agreement.

The Contracting Party which has signified its disagreement may require the other Contracting Party to continue to apply the rates previously in force until the arbitral award has been made or until provisional measures have been pronounced in accordance with article XVI of this Agreement.

Article XII

This Agreement shall be registered with the Council of the International Civil Aviation Organization set up by the Convention.

Article XIII

In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties shall, at the request of either, consult with a view to ensuring the observance of the principles and the implementation of the measures laid down in this Agreement and shall exchange the information necessary for this purpose.

Article XIV

In the event that a multilateral convention concerning air transport to which both Contracting Parties adhere enters into force, this Agreement shall be modified to conform with the provisions of such convention.

Article XV

Should either of the Contracting Parties consider it desirable to modify the terms of the Annex to this Agreement, it shall request consultation between the aeronautical authorities of the two Contracting Parties. Such consultation shall begin within a period of sixty days from the date of the request. Any modification which may be agreed upon between the said authorities shall come into effect after it has been confirmed by an exchange of diplomatic notes.

Article XVI

1. Without prejudice to the provisions of article XVII, any dispute between the Contracting Parties relating to the interpretation or application of this Agreement which cannot be settled by direct consultation between the Contracting Parties within a period of ninety days, shall be submitted to an arbitral tribunal.

2. Nevertheless, if one of the Contracting Parties by virtue of the provisions of article III, paragraph 2, of this Agreement, suspends the exercise by the airlines of the other Contracting Party of the rights specified in article V or subjects those rights to conditions not laid down in the Agreement and which the other Contracting Party deems unjustified, the latter may forthwith refer the dispute to arbitration.

3. The arbitral tribunal shall be constituted as follows : each Contracting Party shall appoint two arbitrators who shall then appoint a referee in accordance with the normal rules of public international law.

If the two Contracting Parties fail to reach agreement within a period of thirty days on the constitution of the arbitral tribunal, the dispute may be brought before the International Court of Justice by one of the Contracting Parties.

Article XVII

Either Contracting Party may at any time notify the other of its desire to terminate this Agreement. Such notice shall simultaneously be communicated to the Council of the International Civil Aviation Organization.

On receipt of such notice, this Agreement shall cease to be effective twelve months after the date of receipt by the other Contracting Party of the said notice, unless the notice is withdrawn by common 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 days after the receipt of the notice by the Council of the International Civil Aviation Organization.

Article XVIII

1. For the purposes of this Agreement, the term "aeronautical authorities" shall mean, in the case of the French Republic, the Office of the Secretary-General for Civil and Commercial Aviation, and, in the case of the Kingdom of Egypt, the Director-General of Civil Aviation or, in both cases, any person or agency authorized to assume the functions at present exercised by them.

2. The term "designated airline" shall mean any airline which one of the Contracting Parties has selected to operate the agreed services and which has been designated in accordance with the provisions of article II of this Agreement.

3. The Annex to this Agreement shall be deemed to constitute an integral part thereof and all references to the Agreement shall include references to the Annex, except where otherwise provided.

Article XIX

This Agreement shall come into force after ratification by the competent authorities of the two Contracting Parties.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed this Agreement and have affixed thereto their seals.

DONE in duplicate at Cairo, this 6th day of August 1950, in the French and Arabic languages, both texts being equally authentic.

(Signed) Maurice COUVE DE MURVILLE
Ambassador of France in Cairo

(Signed) Mohamed SALAH EL DIN PASHA
Minister of Foreign Affairs

ANNEX

A. The airlines designated by the Egyptian Government shall be entitled to operate air services in both directions on the routes specified below and to make traffic stops in French territory at the points specified in this paragraph.

(a) Routes to French territory

1. Cairo—Athens and/or Rome—Paris
2. Cairo—Paris
3. Cairo—Benghazi—Tripoli—Tunis

(b) Routes crossing French territory

1. Cairo—Athens and/or Naples—Nice or Marseilles—Geneva and beyond (London)
2. Cairo—Jedda—Asmara—Aden—Djibouti—Addis Ababa
3. Cairo—Benghazi—Tripoli—Casablanca (non traffic stop)—Villa Cisneros or Port Etienne—Dakar—and beyond to South America

B. The airlines designated by the French Government shall be entitled to operate air services in both directions on the routes specified below and to make traffic stops in Egyptian territory at the points specified in this paragraph.

(a) Routes to Egyptian territory

1. Paris—Cairo or Alexandria (direct)
2. Paris—Rome—Cairo or Alexandria

(b) Routes crossing Egyptian territory

1. Paris—Rome and/or Athens—Cairo
or
Paris—Tunis—Cairo
Djibouti or Khartoum—Nairobi—Dar-es-Salaam—Tananarive (to Reunion or Mauritius)
2. Paris—Rome and/or Athens—Cairo
or
Paris—Tunis—Cairo
Basra or Abadan or Dahrán or Bahrein—Karachi—Bombay—Delhi—Calcutta—Bangkok—Hanoi or Saigon to :
 - (a) China and Japan
 - (b) Philippines
 - (c) Indonesia, Australia, French possessions in Oceania
3. Paris—Rome—Athens—Alexandria—Luxor and/or Port Sudan—Asmara—Djibouti

EXCHANGE OF NOTES

I

Your Excellency,

During the negotiations concerning the agreement between the French Republic and the Kingdom of Egypt, relating to regular air transport services, signed this day, the Egyptian Government signified its desire to reserve the right to request those airlines designated by the French Government which would not provide their own traffic services in Egyptian territory (reservations, handling, ground service) to have those services provided by an Egyptian airline approved by it.

I have the honour to inform you that I do not object to the Egyptian Government's reserving this right. It is, however, understood, and I should be grateful if you would be good enough to confirm this, that the French airlines designated by the French Government, with the exception of the Société Alpes-Provence which has already elected to be represented in Egypt by the Société Saïde, may in all cases be represented by the Société Air France.

I also note the Egyptian Government's statement that it will give favourable consideration to any request submitted by an airline designated by a country of the French Union or a French protected country to be represented by a designated French airline, if it can satisfy the Egyptian aeronautical authorities that it has financial connexions with the French airline concerned justifying such representation.

I have the honour to be, etc.

His Excellency
The Minister of Foreign Affairs
Cairo

II

Sir,

I have the honour to refer to your letter of today's date reading as follows :

[*See note I*]

I have the honour to inform you that these arrangements have the full agreement of the Egyptian Government.

I have the honour to be, etc.

The Acting Chargé d'Affaires of France in Egypt
Cairo