

No. 2542

**ISRAEL
and
FRANCE**

**Air Transport Agreement (with memorandum). Signed at
Tel Aviv, on 29 April 1952**

Official texts: French and Hebrew.

Registered by Israel on 22 April 1954.

**ISRAËL
et
FRANCE**

**Accord relatif aux transports aériens (avec mémorandum).
Signé à Tel-Aviv, le 29 avril 1952**

Textes officiels français et hébreu.

Enregistré par Israël le 22 avril 1954.

[TRANSLATION — TRADUCTION]

No. 2542. AIR TRANSPORT AGREEMENT¹ BETWEEN
THE STATE OF ISRAEL AND THE FRENCH REPUBLIC.
SIGNED AT TEL AVIV, ON 29 APRIL 1952

The Government of the State of Israel and the Government of the French Republic,

Being Parties to the Convention on International Civil Aviation signed at Chicago on 7 December 1944,² and desiring to facilitate air relations between their respective territories, have appointed representatives who, being duly authorized to this effect, have agreed as follows :

TITLE I

GENERAL

Article I

For the purposes of this Agreement :

1. The term "aeronautical authorities" means, in the case of Israel, the Minister of Transport and Communications and, in the case of France, the Secretariat-General of Civil and Commercial Aviation, and in both cases, any person or body authorized to perform the functions at present exercised by them.

2. The term "designated airline" means any airline which has been selected by one of the Contracting Parties to operate the agreed services specified in Article XIX, and in respect of which notification has been sent to the aeronautical authorities of the other Contracting Party in accordance with the provisions of Article XIII of this Agreement.

3. The term "territory" shall have the meaning assigned to it by Article 2 of the Convention on International Civil Aviation signed at Chicago, on 7 December 1944.

4. The term "the Convention" means the Convention on International Civil Aviation signed at Chicago on 7 December 1944 and includes any annex adopted under Article 90 of the Convention and any amendment of the Convention or the annexes under Articles 90 and 94 thereof.

¹ Came into force on 29 April 1952, as from the date of signature, in accordance with article XX.

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 ; Vol. 51, p. 336 ; Vol. 139, p. 469, and Vol. 178, p. 420.

Article II

The commercial aircraft of each Contracting Party shall enjoy, in the territory of the other Contracting Party, rights of transit and of stops for non-traffic purposes at the airports open to international traffic.

It is understood that this right shall not extend to zones the crossing of which by air is prohibited.

Article III

The airline of one of the Contracting Parties operating air services in the territory of the other Contracting Party may be required to satisfy the aeronautical authorities of the latter Contracting Party that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied by the latter Contracting Party to the operation of commercial international airlines.

Article IV

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party, shall, throughout the period in which they are in force, be recognized as valid by the other Contracting Party.

Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party or any other State.

Article V

1. The laws and regulations of each Contracting Party relating to the entry into, stay in or departure from its territory of aircraft engaged in international air navigation, or to the operation, handling and navigation of such aircraft while within its territory, shall apply to aircraft of the other Contracting Party.

2. The laws and regulations in force in the territory of each 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, passports, clearance, customs and health, shall apply to passengers, crew and cargo taken on board aircraft of the other Contracting Party.

Article VI

In order to prevent discriminatory practices and to respect the principle of equality of treatment :

1. The taxes or other fiscal charges that either of the Contracting Parties may impose or permit to be imposed upon the aircraft of the other Contracting

Party for the use of airports and other "facilities" shall not be higher than would be paid for the use of such airports and "facilities" by its national aircraft of the same category engaged in similar international services.

2. Fuel, lubricating oils, spare parts, regular equipment and general supplies intended solely for use by aircraft of one of the Contracting Parties in international service and introduced into the territory of the other Contracting Party by or on behalf of the owner or operator of the aircraft or taken on board such aircraft in that territory for use therein, shall be accorded by the latter Contracting Party, with respect to the imposition of customs duties, inspection fees or other international charges or duties, treatment as favourable as that accorded to its national aircraft of the same category engaged in similar international services or to the aircraft of the most-favoured nation.

3. Aircraft of one of the Contracting Parties in international service, and fuel, lubricating oils, spare parts, regular equipment and aircraft stores, retained on board the said aircraft shall be exempt, in the territory of the other Contracting Party, from customs duties, inspection fees or other similar duties or charges, even though such supplies be consumed or used on flights over that territory.

4. The supplies listed in paragraph 3 of this article and enjoying the exemption defined therein may not be unloaded save with the approval of the customs authorities of the other Contracting Party. Where such supplies are to be re-exported, they shall be kept, until re-exportation, under the customs supervision of the other Contracting Party but shall remain at the disposal of the owners or operators of the aircraft.

Article VII

Any dispute between the Contracting Parties relating to the application or interpretation of this Agreement which cannot be settled within a reasonable period of time by direct negotiation shall be submitted to an arbitral tribunal.

The tribunal shall consist of three members. Each Government shall appoint an arbitrator. The two arbitrators shall then agree upon the appointment of a third arbitrator who shall not be a national of either Contracting Party.

If the two arbitrators are unable to agree upon the appointment of the third arbitrator within three months from the date on which one of the two Governments proposed that the dispute should be settled by arbitration, either Contracting Party may request the President of the International Court of Justice to proceed to appoint the third arbitrator.

One of the Contracting Parties may also request the President of the International Court of Justice to appoint the arbitrator for the other Contracting Party, if the latter Government has not appointed its own arbitrator within a period of two months from the day on which one Government proposed that the dispute should be settled by arbitration.

The Contracting Parties undertake to comply with any provisional measures which may be ordered in the course of the proceedings, and with the arbitral award, which shall in all cases be considered as final.

If and so long as either Contracting Party fails to comply with the arbitral awards, the other Contracting Party may limit, withhold or revoke any rights or privileges which it granted by virtue of the present Agreement to the Contracting Party in default.

Article VIII

1. If either Contracting Party considers it desirable to modify any clause of this agreement, it may request consultation between the aeronautical authorities of the two Contracting Parties, such consultation to begin within a period of sixty (60) days from the date of the request. Any modification of the Agreement agreed upon between the said authorities shall come into effect after it has been confirmed by an exchange of diplomatic notes.

2. If the two Contracting Parties ratify or adhere to a multilateral air convention, this Agreement shall be amended so as to conform with the provisions of such convention from the date of its entry into force as between them.

Article IX

The two Contracting Parties agree to establish a Permanent Joint Commission to co-ordinate air relations between the two countries, to supervise the application and satisfactory implementation of the principles laid down in this Agreement, and to make recommendations to the aeronautical authorities of each Contracting Party.

The Commission shall consist of two representatives of the aeronautical authorities of the two Contracting Parties and of two representatives of the designated airlines.

It shall meet alternatively in France and in Israel under the chairmanship of one of the representatives of the aeronautical authorities of the Contracting Party in whose territory the meeting is convened.

Article X

Either Contracting Party may at any time notify the other of its desire to terminate this Agreement. This notice shall simultaneously be communicated

to the International Civil Aviation Organization. The denunciation shall take effect six (6) months after the date of the receipt of the notice by the other Contracting Party.

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.

If before the expiry of the period of six (6) months laid down for the denunciation of the Agreement, the two Contracting Parties reach a new Agreement or agree to withdraw the notice of denunciation, the International Civil Aviation Organization shall be notified thereof.

Article XI

This Agreement and all other instruments intended to amplify or modify it shall be registered with the International Civil Aviation Organization.

TITLE II

AGREED COMMERCIAL SERVICES

Article XII

The Government of the State of Israel and the Government of the French Republic grant to each other the right to have the air services specified in Article XIX operated by a designated airline. Such services shall hereinafter be referred to as the "agreed services".

Article XIII

1. Each Contracting Party shall designate in writing to the other Contracting Party an airline for the purpose of operating the agreed services over 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 unjustified delay grant to the designated airline the appropriate operating authorization.

4. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that they are qualified to fulfil the technical requirements prescribed under the laws and regulations normally and reasonably applied by these authorities (in conformity with

the provisions of the Convention) to the operations of commercial airlines providing international commercial air services.

5. Each Contracting Party shall have the right to refuse to accept the designation of the airline and to withhold or revoke the grant to an airline of the privileges specified in Article XIV, paragraph 1, of this 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, the airline so designated and authorized may begin to operate the agreed services.

7. Each Contracting Party shall have the right to suspend the exercise by the airline of the privileges specified in Article XIV, paragraph 1 of this Agreement or to impose such conditions as it may deem necessary on the exercise by the airline of those privileges in any case where the airline fails to comply with the provisions of Article V above.

8. In the cases provided for in paragraphs 5 and 7 above, either Contracting Party may call for a consultation between the aeronautical authorities of the two Contracting Parties. Such consultation shall begin within one month from the date of the request. In the case provided for in paragraph 7, if the consultation has failed to produce an agreement within a further period of one month, the complaining Party shall be entitled to exercise the rights provided for in that paragraph. The suspension may, however, have immediate effect if the infringement which gave rise thereto relates to air security.

Article XIV

1. The airlines designated by each of the Contracting Parties respectively shall enjoy the right to pick up and set down in international traffic passengers, mail and cargo at the points enumerated in Article XIX below.

2. The airlines designated by each Contracting Party shall be ensured fair and equitable treatment so that they may enjoy equal opportunities in the operation of the agreed services.

3. Where the airlines designated by the two Contracting Parties respectively operate on the same route, they shall take into account their reciprocal interests so as not to affect unduly their respective services.

Article XV

In the operation of the routes mentioned in Schedule A (Israel and French routes) of this Agreement the aeronautical authorities of the two countries shall comply with the following rules :

1. The total capacity placed in operation on each of the routes shall be adapted to reasonably foreseeable requirements.

In order to meet unforeseen or temporary traffic requirements on these routes, the designated airlines shall agree among themselves on appropriate measures to meet the temporary increase in traffic. They shall report immediately thereon to the aeronautical authorities of their respective country, which may, if they deem it advisable, consult between themselves ;

2. The capacity mentioned in paragraph 1 above shall so far as possible be distributed equally between Israel and French airlines operating the same routes ;

3. If the aeronautical authorities of one Contracting Party do not desire to use part or all of the transport capacity allocated to them, they shall come to an agreement with the aeronautical authorities of the other Party with a view to transferring to the latter for a specified period all or part of the transport capacity available to them to the extent specified.

The authorities who transfer all or part of their rights may recover them at any time ;

4. The airlines designated by the two Contracting Parties shall agree upon the conditions on which the services provided for in the schedule shall be operated. This agreement, taking into account the capacities to be put into service by each airline, shall specify the frequency of services, the organization of time-tables and the general conditions of operation ;

5. The agreements concluded among the airlines and any changes introduced therein shall be submitted for approval to the aeronautical authorities of the two Contracting Parties.

Article XVI

Over each of the routes appearing in Schedule B (Israel and French routes) of this Agreement the agreed services shall retain as their primary objective the provision, at a reasonable load factor, of capacity adequate to satisfy the normal and reasonably foreseeable requirements of air traffic originating in, or destined for, the Contracting Party which has designated the airline operating the said services.

In addition, the airlines designated respectively by each of the Contracting Parties may, subject to the limits of the total capacity provided for in the preceding paragraph, satisfy traffic requirements between the territories of other States situated on the agreed routes and the territory of the other Contracting Party.

In any case, they shall take account of the existence of local and regional services on the route in question.

Article XVII

1. The rates to be charged on the agreed services operating the Israel and French routes embodied in this Agreement shall, so far as possible, be fixed by agreement between the designated Israel and French airlines.

These airlines shall proceed :

- (a) by applying any resolutions adopted under the rate-fixing procedure of the International Air Transport Association (IATA) ; or
- (b) by direct agreement after consultation, where necessary, with any airlines of any third country operating all or part of the same routes ;

2. The rates so fixed shall be submitted to the aeronautical authorities of each Contracting Party for approval not less than thirty (30) days before the date laid down for their entry into force ; in special cases this time-limit may be reduced, subject to the agreement of the said authorities ;

3. Should the designated airlines fail to agree on the fixing of rates in accordance with paragraph 1 above, or should one of the Contracting Parties make known its dissatisfaction with the rates submitted to it in accordance with the provisions of paragraph 2 above, the aeronautical authorities of the two Contracting Parties shall endeavour to reach a satisfactory solution.

In the last resort, the matter shall be referred to the arbitration provided for in Article VII of this Agreement.

Pending the announcement of the arbitral award, the Contracting Party making known its dissatisfaction shall have the right to require the other Contracting Party to maintain the rates previously in force.

Article XVIII

Not less than fifteen days before their respective services are put into effective operation, the designated airlines shall notify the aeronautical authorities of the two Contracting Parties, for their prior approval, of the time-tables, itineraries and types of aircraft to be used. They shall likewise notify the authorities in the same manner of any subsequent change in these operations.

Article XIX

Schedules of Israel and French air routes (one or more intermediary points beyond may not be served).

SCHEDULE A

1. ISRAEL SERVICES

<i>Points of departure</i>	<i>Intermediary points</i>	<i>Points of destination in French territory</i>
Lod	Switzerland Italy Yugoslavia Greece Turkey	Paris

Each designated airline may serve not more than two intermediary points during the same period of time.

2. FRENCH SERVICES

<i>Points of departure</i>	<i>Intermediary points</i>	<i>Points of destination in Israel territory</i>
Paris	Germany Italy Yugoslavia Greece	Lod

Each designated airline may serve not more than two intermediary points during the same period of time.

SCHEDULE B

1. ISRAEL SERVICES

<i>Points of departure</i>	<i>Intermediary points</i>	<i>Points of destination in French territory</i>	<i>Points beyond</i>
Lod	Switzerland Italy Yugoslavia Greece Turkey	Paris	Shannon Iceland New York

2. FRENCH SERVICES

<i>Points of departure</i>	<i>Intermediary points</i>	<i>Points of destination in Israel territory</i>	<i>Points beyond</i>
1. Paris	Germany Italy Yugoslavia Greece	Lod	Iran-Kuwait { Bahrein-Saudi Arabia
2. Paris	Germany Italy Yugoslavia Greece	Lod	Djibouti British East Africa Madagascar

Each designated airline may serve not more than two intermediary points during the same period of time.

TITLE III

FINAL PROVISIONS

Article XX

This Agreement shall enter into force on the day of its signature.

DONE at Tel Aviv this 4 Iyar 5712 (29 April 1952) in duplicate in the Hebrew and French languages.

For the Government of the State of Israel :	For the Government of the French Republic :
<i>(Signed)</i> M. SHARETT Minister of Foreign Affairs	<i>(Signed)</i> Félix GUYON Envoy Extraordinary and Minister Plenipotentiary of France

M E M O R A N D U M

In the course of the negotiations leading to the conclusion of the Air Transport Agreement between the Government of the State of Israel and the Government of the French Republic, the two delegations agreed on the following points concerning the said Agreement and its application in practice :

1. If the future status of French commercial aviation so requires, the French Government may designate more than one airline to operate the routes enumerated in the Agreement, provided, however, that only one French airline shall be designated for one and the same route.

2. With regard to the right of fifth freedom in Italy on the Paris-Lod route, it is understood that this right shall be exercised in accordance with an agreement made between the airlines designated by the two countries in respect of this route.

The Government of the State of Israel declares that it is prepared to review the matter after an air transport agreement with Italy has accorded to Israel the right of fifth freedom in Italy en route to Paris.

3. The right of fifth freedom traffic enjoyed by EL AL on the Paris-New York line shall not apply to more than two flights each week.

4. The right of the two designated airlines to serve two of the intermediary points enumerated in the schedule of routes may be exercised only after notification has been given one month in advance to the aeronautical authorities of the other Contracting Party.

5. The intermediary points served on the routes in Schedule B shall be the same as those served on the routes in Schedule A.

This provision may be reviewed in the light of experience at the request of either Contracting Party.

* * *

Conversely, the Government of the State of Israel declares, and the Government of the French Republic formally notes that :

(a) the designated French airline shall be permitted to serve traffic between Israel and North America and vice versa — whether or not this is specifically stated in the Agreement — for the entire duration of the Agreement so long as the designated Israel airline enjoys the right of fifth freedom at Paris en route to New York and vice versa.

(b) in accordance with the exchange of letters between the two Contracting Parties and the exchange of letters between their aeronautical authorities relating thereto and in the event that it should become necessary for the Government of Israel to apply the sanctions mentioned therein, the suspension provided for shall apply to air traffic by AIR FRANCE between Israel and North America and vice versa.

DONE at Tel Aviv this 4 Iyar 5712 (29 April 1952) in duplicate in the Hebrew and French languages.

For the Government of the State of Israel : For the Government of the French Republic :

(Signed) M. SHARETT
Minister of Foreign Affairs

(Signed) Félix GUYON
Envoy Extraordinary and Minister
Plenipotentiary of France
