

No. 2596

**ISRAEL
and
PHILIPPINES**

**Agreement (with schedule and protocol) for air services
between and beyond their respective territories. Signed
at Hakirya, on 7 August 1951**

Official texts: English and Hebrew.

Registered by the International Civil Aviation Organization on 30 June 1954.

**ISRAËL
et
PHILIPPINES**

**Accord (avec tableau et protocole) relatif aux services aériens
entre leurs territoires respectifs et au-delà. Signé à
Hakirya, le 7 août 1951**

Textes officiels anglais et hébreu.

Enregistré par l'Organisation de l'aviation civile internationale le 30 juin 1954.

No. 2596. AGREEMENT¹ BETWEEN THE GOVERNMENT OF ISRAEL AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT HAKIRYA, ON 7 AUGUST 1951

The Government of Israel and the Government of the Republic of the Philippines, being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944,² and, desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of promoting and establishing direct air services between and beyond Israel and Philippines Territories, have accordingly appointed authorised representatives for this purpose and have agreed as follows :

Article I

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

(a) the term "aeronautical authorities" means, in the case of Israel, the Minister of Transport and Communications and/or any person or body authorised to perform any functions presently exercised by the said Minister or similar functions, and, in the case of the Philippines, the Civil Aeronautical Board and/or any person or body authorised to perform any functions presently exercised by the Civil Aeronautical Board or similar functions ;

(b) the term "designated airline" means an airline which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with Article IV of the present Agreement, for the operation of air services on the routes specified in such notification ;

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

(d) the term "the Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944

¹ Came into force on 7 August 1951, as from the date of signature, in accordance with article XIV.

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. 418.

and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof ;

(e) the terms "air services", "international air service", "airline" and "stop for non-traffic purposes" have the meaning respectively assigned to them in Article 96 of the Convention.

Article II

To the extent to which they are applicable to the air services established under the present Agreement, Articles 9 and 33 of the Convention shall remain in force in their present form between the Contracting Parties for the duration of the Agreement, as if they were an integral part of the Agreement, unless both Contracting Parties ratify any amendment to these Articles which shall have come into force in accordance with Article 94 of the Convention, in which case the Article as amended shall remain in force for the duration of the present Agreement.

Article III

(1) Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing air services on the routes specified in the appropriate Section of the Schedule¹ thereto (hereinafter called "the agreed services" and "the specified routes").

(2) Subject to the provisions of the present Agreement, the airline 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.

¹ See p. 100 of this volume.

Article IV

(1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more 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, without delay grant to the airline or airlines designated the appropriate operating authorisation.

(3) The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied by them in a manner not inconsistent 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 III 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) Subject to the provisions of Article VI of the present Agreement, at any time after the provisions of paragraphs (1) and (2) of this Article have been complied with, an airline so designated and authorised may begin to operate the agreed services.

(6) Each Contracting Party shall have the right to suspend the exercise by an airline of the privileges specified in paragraph (2) of Article III 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 V

In order to prevent discriminatory practices and to assure equality of treatment, both Contracting Parties agree that :

(a) Each of the Contracting Parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the Contracting Parties agrees, however, that these charges

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

(b) Fuel, lubricating oils and spare parts introduced into the territory of one Contracting Party by or on behalf of the designated carrier of the other Contracting Party, and intended solely for use by aircraft of the airlines of such other Contracting Party shall, with respect to the imposition of customs duties, inspection fees or other national duties or charges by the Contracting Party whose territory is entered, be accorded the same treatment as that applying to national airlines engaged in international air transport and to airlines of the most-favoured-nation.

(c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one Contracting Party authorised to operate the routes and services described in the Annex shall, upon arriving on, or leaving the territory of the other Contracting Party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

Article VI

(a) The laws and regulations of one Contracting Party 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 while within its territory, shall be applied to the aircraft of the airlines designated by the other Contracting Party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

(b) The laws and regulations of one Contracting Party as to the admission to, or departure from, its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by, or on behalf of, such passengers, crew or cargo of the airlines designated by the other Contracting Party upon entrance into, or departure from, or while within the territory of the first party.

Article VII

(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 route.

(2) These tariffs, together with the rates of agency commission used in conjunction with them shall, if possible, be agreed between the designated airlines concerned, in consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of both Contracting Parties.

(3) If the designated airlines cannot agree, or if for some other reason a tariff cannot be agreed in accordance with the provisions of paragraph (2), the aeronautical authorities of the Contracting Parties shall try to determine the tariffs by agreement between themselves.

(4) If the aeronautical authorities cannot agree the dispute shall be settled in accordance with the provisions of Article X.

(5) No tariff shall come into effect if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the terms of paragraph (3) of Article X.

Article VIII

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of keeping under review the implementation of the Agreement and in particular the capacity provided on the agreed services by the designated 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.

Article IX

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 X

(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 negotiation between themselves.

(2) If the Contracting Parties fail to reach a settlement by negotiation the dispute shall be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within two months of the date of delivery by either Party to the other Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within one month after such period of two months. If either Contracting Party fails to designate its arbitrator or if the third arbitrator is not agreed, the vacancies thereby created shall be filled by persons designated by the President of the International Court of Justice, at Hague, on application by either Contracting Party.

(3) The Contracting Parties undertake to comply with any decision given under paragraph (2) of this Article.

(4) If and so long as either Contracting Party, or a designated airline of either Contracting Party, fails to comply with a decision given under paragraph (2) of this Article, 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 the designated airline in default.

Article XI

(1) If either of the Contracting Parties considers it desirable to modify the terms of the present Agreement, it may 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. When the aeronautical authorities agree to modifications of the Agreement, such modifications shall come into effect when they have been confirmed by an Exchange of Notes through the diplomatic channel.

(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 XII

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 Organisation. 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 Organisation.

Article XIII

The present Agreement and any Exchange of Notes in accordance with Article XI shall be registered with the International Civil Aviation Organisation.

Article XIV

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

IN WITNESS whereof the undersigned plenipotentiaries, being duly authorised thereto by their respective Governments, have signed the present Agreement and affixed thereto their seals:

DONE this sixth day of Ab 5711 (August 7, 1951) in duplicate at Hakiryā in the Hebrew and English languages, both texts being equally authentic.

For the Government of Israel:

(Signed) M. SHARETT
[L.S.]

For the Government of the Republic
of the Philippines:

(Signed) Felino NERI
[L.S.]

SCHEDULE

SECTION 1

Routes to be Operated by the Designated Airline* of Israel (in both directions)

1	2	3	4
<i>Points in Israel Territory</i>	<i>Intermediate Points as desired</i>	<i>Terminal or Traversing Points on Philippine Territory as desired</i>	<i>Point or Points beyond</i>

The designated airline of Israel may on any or all flights omit calling at any above points, provided that the agreed services on these routes begin at a point in Israel Territory.

This Schedule may be revised from time to time by agreement between the aeronautical authorities of the Contracting Parties.

* or Airlines

SECTION 2

Routes to be Operated by the Designated Airline* of the Republic of the Philippines
(in both directions)

1	2	3	4
<i>Points in Philippine Territory</i>	<i>Intermediate Points as desired</i>	<i>Terminal or Traversing Points in Israel Territory as desired</i>	<i>Point or Points beyond</i>
(1) Manilla	Calcutta Karachi	Lydda	Rome** Madrid London**

The designated airline of the Philippines may on any or all flights omit calling at any above points, provided that the agreed services on these routes begin at a point in Philippine Territory.

This Schedule may be revised from time to time by agreement between the aeronautical authorities of the Contracting Parties.

P R O T O C O L

With reference to the Agreement between the Government of Israel and the Government of the Republic of the Philippines for the Air Services between and beyond their respective territories, signed this seventh day of August 1951 (6 Ab 5711), it is hereby agreed to introduce the following typographical corrections into the English text of the said Agreement :

1. *Preamble, line 7 :*
the words "Philippines Territories and Israel" should read "Philippines and Israel Territories" ;
2. *Article I, (a), line 2 :*
the words "Civil Aeronautical Board" should read "Civil Aeronautics Board" ;
3. *Article VI, (a), line 6 :*
the words "airline designated" should read "airlines designated".

DONE this seventh day of August 1951 (6 Ab 5711) at Hakirya, in duplicate, in the English language.

For the Government of Israel :
(Signed) M. SHARETT

For the Government of the Republic
of the Philippines :
(Signed) Felino NERI

* or Airlines.

** Technical stops only.