

No. 5929

**FRANCE
and
CAMEROUN**

**Air Transport Agreement (with annex). Signed at Paris,
on 16 June 1961**

Official text : French.

Registered by the International Civil Aviation Organization on 25 October 1961.

**FRANCE
et
CAMEROUN**

**Accord relatif au transport aérien (avec annexe). Signé à
Paris, le 16 juin 1961**

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 25 octobre 1961.

[TRANSLATION — TRADUCTION]

No. 5929. AIR TRANSPORT AGREEMENT¹ BETWEEN THE FRENCH REPUBLIC AND THE REPUBLIC OF CAMEROUN. SIGNED AT PARIS, ON 16 JUNE 1961

The Government of the French Republic and
The Government of the Republic of Cameroun,

Desiring to promote the development of air transport between the French Republic and Cameroun and to further as much as possible international co-operation in this field,

Desiring to apply to such transport the principles and provisions of the Convention on International Civil Aviation signed at Chicago on 7 December 1944²,

Have agreed as follows :

TITLE I

GENERAL

Article 1

The Contracting Parties grant each other the rights specified in this Agreement for the establishment of the international civil air services listed in the annex³ hereto.

Article 2

For the purposes of this Agreement and its annex the word "territory" shall be understood as it is defined in article 2 of the Convention on International Civil Aviation.

Article 3

(1) Aircraft employed in international service by the designated airlines of one Contracting Party together with their normal equipment, reserves of lubricants and fuel and aircraft stores (including foodstuffs, beverages and tobacco) shall, on arrival in the territory of the other Contracting Party, be exempt from all customs duties,

¹ Came into force on 16 June 1961, upon signature, in accordance with article 20.

² See footnote 2, p. 12 of this volume.

³ See p. 163 of this volume.

inspection fees or other similar duties and charges, provided such equipment and stores remain on board the aircraft until re-exported.

(2) The following shall likewise be exempt from these same duties and charges, excluding, however, fees or charges levied as consideration for services rendered :

- (a) Aircraft stores, irrespective of origin, introduced into the territory of one Contracting Party in quantities not exceeding the limits set by the authorities of the said Contracting Party, and taken on board aircraft of the other Contracting Party engaged in international air service.
- (b) Spare parts imported into the territory of one Contracting Party for the maintenance or repair of aircraft of designated airlines of the other Contracting Party engaged in international navigation.
- (c) Fuels and lubricants intended for aircraft used in international traffic by the designated airlines of the other Contracting Party, even though such supplies be consumed during that part of the flight, which takes place over the territory of the Contracting Party in which they were taken aboard.

(3) Regular equipment, supplies and stores on board the aircraft of one Contracting Party may not be unloaded in the territory of the other Contracting Party save with the consent of the customs authorities of that territory. When so unloaded, they may be placed under the supervision of the said authorities until they are re-exported or are declared to customs.

Article 4

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party and still valid shall be recognized as valid by the other Contracting Party for the purpose of operations on the air routes specified in the annex to this Agreement. Each Contracting Party reserves the right, however, to refuse to recognize as valid for flights over its own territory certificates of competency and licenses issued to its own nationals by the other Contracting Party.

Article 5

(a) The laws and regulations of each 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 airline or airlines of the other Contracting Party.

(b) Passengers, crews and shippers of goods shall be required, either personally or through a third party acting in their name and on their behalf, to comply with the laws and regulations in force in the territory of each Contracting Party governing the entry, stay and departure of passengers, crews and cargo, such as those relating to entry, clearance, immigration, customs and quarantine.

Article 6

Each Contracting Party reserves the right to withhold an operating permit from an airline designated by the other Contracting Party or to revoke such a permit in the event of failure by that airline to comply with the laws and regulations referred to in article 5 or to fulfil its obligations under this Agreement.

This right shall be exercised only after consultation between the aeronautical authorities of the Contracting Parties in accordance with the procedure laid down in article 7 below. If the services are already in operation, they shall not be interrupted while such consultations continue. Nevertheless, they may be suspended immediately in the event of any serious infringement of the laws and regulations pertaining to air safety.

Article 7

Either Contracting Party may at any time request consultation between the competent authorities of the two Contracting Parties concerning the interpretation, application or modification of this Agreement, including its annex.

Such consultation shall begin within thirty days from the date of the request therefor.

Such modifications as are decided upon shall enter into force after they have been confirmed by an exchange of diplomatic notes.

Article 8

(1) In the event of a dispute between the Contracting Parties concerning the interpretation or application of this Agreement the two Contracting Parties shall, at the request of either Party, in the first place endeavour to settle it by direct negotiation.

(2) If the negotiations between the Contracting Parties fail to produce agreement within a period of sixty (60) days from the date of receipt of the above-mentioned request, the dispute shall, at the request of either Party, be referred for decision to a tribunal consisting of three arbitrators, to which each Party shall appoint one arbitrator, the two arbitrators thus appointed then appointing a third.

Each Contracting Party shall appoint one arbitrator within sixty (60) days from the receipt by one Contracting Party of the note sent by the other Contracting Party

through the diplomatic channel requesting arbitration of the dispute, and the third arbitrator shall be appointed within the sixty (60) days following. If either Contracting Party fails to appoint an arbitrator in the period specified or if the third arbitrator is not appointed in the period specified, either Contracting Party may request the President of the International Court of Justice to make the necessary appointments.

(3) If the arbitral tribunal cannot arrive at an amicable settlement of the dispute, it shall take a decision by majority vote.

Unless the Contracting Parties agree otherwise, the arbitral tribunal shall establish its own rules of procedure and determine its place of meeting. It shall reach a decision within ninety (90) days after it has been set up.

(4) The Contracting Parties undertake to comply with the arbitral award, which shall in every case be final.

(5) Pending the settlement of any dispute in accordance with paragraphs 1, 2 and 3 of this article, nothing shall be done to prejudice or impair the rights, powers or privileges exercised or the operations carried out by virtue of this Agreement.

(6) If and so long as either Contracting Party or an airline designated by either Contracting Party fails to comply with a decision given under paragraph 2 of this article, the other Contracting Party may limit, suspend or revoke with respect to the Contracting Party or airline in default the rights and privileges it has granted by virtue of this Agreement.

(7) Each Contracting Party shall bear the cost of remuneration for the services of the arbitrator appointed by it, and half the costs of the remuneration of the third arbitrator.

Article 9

This Agreement and its annex shall be communicated to the International Civil Aviation Organization for registration.

Article 10

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to denounce this Agreement ; such notice shall be simultaneously communicated to the International Civil Aviation Organization. The denunciation shall take effect one year after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement before the expiry of this period. If the Contracting Party receiving such notice fails to acknowledge it, the said notice shall be deemed to have been received fifteen (15) days after its receipt at the headquarters of the International Civil Aviation Organization.

TITLE II

AGREED SERVICES

Article 11

The Government of the French Republic and the Government of the Republic of Cameroun grant to each other the right to have the air services specified in the route schedules appearing in the annex to this Agreement operated by one or two designated airlines. The said services shall hereinafter be referred to as "agreed services".

Article 12

The agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to which the rights are granted, provided that :

- (1) The Contracting Party to which the rights have been granted has designated one or two airlines which are to operate on the specified route or routes ;
- (2) The Contracting Party granting the rights has given the airline or airlines concerned the requisite operating permit, which shall be granted as soon as possible subject to the provisions of article 6 of this Agreement.

Article 13

The airline or airlines designated by the Government of the Republic of Cameroun under this Agreement shall enjoy, in French territory, the right to set down and pick up international traffic in passengers, mail or cargo at the points and on the Camerounian routes listed in the annex hereto.

The airline or airlines designated by the French Government under this Agreement shall enjoy, in Camerounian territory, the right to set down and pick up international traffic in passengers, mail or cargo at the points and on the French air routes enumerated in the annex hereto.

Article 14

In principle, neither Contracting Party may designate for operation of the agreed services any airline substantial ownership of which is not vested in the Contracting Party designating it or in nationals of either Contracting Party.

The Camerounian Government reserves the right to designate any airline which it may establish together with the neighbouring African States, or which may be established by its nationals and nationals of the neighbouring African States.

If either Contracting Party considers that it has not adequate assurance that this condition is being fulfilled, it may, before issuing the permit requested, call for consultation in accordance with the procedure laid down in article 7. If such consultation should fail, recourse shall be had to arbitration in accordance with article 8.

Article 15

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

Where they operate on the same routes they shall take one another's interests into account so as not to affect unduly their respective services.

Article 16

On all the routes appearing in the annex to this Agreement, the agreed services shall have as their primary objective the provision, at a load factor regarded as reasonable, of capacity adequate to satisfy the normal and reasonably foreseeable requirements of international air traffic originating in or destined for the territory of the Contracting Party which has designated the airline operating the said services.

The airline or airlines designated by either Contracting Party may, within the limit of the over-all capacity stipulated in the first paragraph of this article, satisfy the requirements of traffic between the territories of third States lying on the agreed routes and the territory of the other Contracting Party, account being taken of local and regional services.

Additional capacity over and above that mentioned in the first paragraph of this article may be provided whenever it is warranted by the traffic requirements of the countries served by the route.

Article 17

For the purpose of this article, the term "transshipment" shall mean the transportation by the same carrier of traffic beyond a certain point on a given route by different aircraft from those employed on the earlier stages of the same route.

Transshipment when justified by economy of operation will be permitted at all points served by the airlines designated under this Agreement. However, no transshipment shall be made if as a consequence thereof the operation of the agreed services no longer conforms to the rules laid down in article 16 of this Agreement.

Article 18

If a third country should seek to obtain rights on one of the routes listed in the annex, the two Governments shall consult one another to examine the practical consequences of the exercise of such rights.

Article 19

(1) The tariffs to be charged on the agreed services operating on the Camerounian and French routes specified in this Agreement shall, so far as possible, be fixed by agreement between the designated airlines.

These airlines shall proceed by direct agreement after consultation, where necessary, with any airlines of any third country operating on all or part of the same routes.

(2) The tariffs 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 a tariff in accordance with paragraph (1) above, or should one of the Contracting Parties make known its dissatisfaction with the tariff 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 8 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 tariffs previously in force.

FINAL PROVISION

Article 20

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

DONE in Paris on 16 June 1961 in duplicate.

For the Government
of the French Republic :

(Signed) BURON

For the Government
of the Republic of Cameroun :

(Signed) Sanda OUMAROU

A N N E X

ROUTE SCHEDULE

I. Camerounian route

From points in Camerounian territory, via intermediate points in Nigeria, Niger, Chad, Libya, Tunisia, Italy, Switzerland to Marseilles and/or Paris and beyond to Belgium, the Netherlands and Germany.

II. French route

From points in French territory, via intermediate points in Italy, Tunisia, Niger, Chad, Nigeria to Douala and beyond to Gabon, both Congos, Angola, the Rhodesias and South Africa.

NOTES

1. Any point on the routes listed above may, at the option of the designated airlines, be omitted on any or all flights.
2. If on a route connecting the territories of the Contracting Parties an airline designated by either Contracting Party serves one or more points other than those listed in the route schedule, no traffic right may be exercised between such point or points and the territory of the other Contracting Party.

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I. French route

From points in French territory, via intermediate points in Italy, Tunisia, Niger, Chad, Nigeria, to Douala and beyond to Gabon, both Congos, Angola, the Rhodesias and South Africa.

II. Camerounian route

From points in Camerounian territory, via intermediate points in Nigeria, Niger, Chad, Libya, Tunisia, Italy, Switzerland to Marseilles and/or Paris and beyond to Belgium, the Netherlands and Germany.

NOTES

1. Any point on the routes listed above may, at the option of the designated airlines, be omitted on any or all flights.
2. If on a route connecting the territories of the Contracting Parties an airline designated by either Contracting Party serves one or more points other than those listed in the route schedule, no traffic right may be exercised between such point or points and the territory of the other Contracting Party.