

No. 5926

GHANA
and
UNITED ARAB REPUBLIC

Agreement (with annex and exchange of letters) for the establishment of scheduled air services between and beyond their respective territories. Signed at Cairo, on 29 August 1960

Official texts of the Agreement and annex: English and Arabic.

Official text of the letters: Arabic.

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

GHANA
et
RÉPUBLIQUE ARABE UNIE

Accord (avec annexe et échange de lettres) relatif à l'établissement de services aériens réguliers entre les territoires des deux pays et au-delà. Signé au Caire, le 29 août 1960

Textes officiels de l'Accord et de l'annexe: anglais et arabe.

Texte officiel des lettres: arabe.

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

No. 5926. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF GHANA AND THE GOVERNMENT OF THE UNITED ARAB REPUBLIC FOR THE ESTABLISHMENT OF SCHEDULED AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT CAIRO, ON 29 AUGUST 1960

The Government of the Republic of Ghana and the Government of U. A. R., hereinafter described as the Contracting Parties.

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the 7th day of December, 1944² (hereinafter referred to as the Convention).

Considering that it is desirable to organize international air services in a safe and orderly manner and to further as much as possible the development of international co-operation in this field as a means of promoting friendly understanding and goodwill among peoples and securing the many indirect benefits of this form of transportation to the common welfare of both countries,

And desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories,

Have agreed as follows :

Article 1

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

- (a) the term "the Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944 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 ;
- (b) the term "aeronautical authorities" means in the case of the United Arab Republic, the Director General of Civil Aviation and any person or body authorised to perform any functions at present exercised by the said Director General or similar functions, and, in the case of the Republic of Ghana, the Minister respon-

¹ In accordance with article 17 (2), the Agreement entered into force provisionally on 29 August 1960, the date of signature.

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

sible for Civil Aviation and any person or body authorised to perform any functions at present exercised by the said Minister or similar functions ;

- (c) 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 3 of the present Agreement, for the operation of air services on the routes specified in the Annex¹ to the present Agreement ;
- (d) the term “territory” in relation to either Contracting Party means the land areas and territorial waters adjacent thereto under the sovereignty, protection or trusteeship of that Contracting Party ; and
- (e) the term “air service”, “International air service”, “airline”, and “stop for non-traffic purposes” have the meanings respectively assigned to them in Article 96 of the Convention.

Article 2

(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 Annex to the present Agreement (hereinafter called “the agreed services” and “the specified routes” respectively).

(2) Subject to the provisions of the present Agreement, the 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 Annex to the present Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail originating in or destined for the said territory or a third country.

(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 3

(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.

¹ See p. 104 of this volume ;

(2) On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without undue 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 to the operation of international commercial air services provided that such laws and regulations do not conflict with the provisions of the Convention.

(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 2 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 its nationals.

(5) At any time after the provisions of paragraph (1) and (2) of this Article have been complied with, an airline so designated and authorised may begin to operate the agreed services provided that a service shall not be operated unless a tariff established in accordance with the provisions of Article 7 of the present Agreement is in force in respect of that service.

(6) Each Contracting Party shall have the right to suspend the exercise by an airline of the privileges specified in paragraph (2) of Article 2 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 4

(1) The laws, rules and regulations of each Contracting Party especially those relating to entry into 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 apply to aircraft of the designated airlines of the other Contracting Party.

(2) The laws, rules and regulations of each Contracting Party, especially those relating to entry into or departure from its territory of passengers, crew or cargo of aircraft (such as regulations relating to entry, clearance, immigration, passports,

customs, quarantine and exchange regulation) shall be applicable to passengers, crew and cargo of aircraft of the designated airlines of the other Contracting Party, while in the territory of the former Contracting Party.

Article 5

(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 airlines of the other Contracting Party so as not to affect unduly the services which the latter provides or shall provide on the whole or part of the same routes.

(3) The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision at a reasonable load factor, of capacity adequate for the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating from or destined for the territory of the Contracting Party, which had designated the airline.

Article 6

(1) Aircraft operated on international services by the designated airlines of either Contracting Party, as well as supplies of fuels, lubricants, spare parts, regular aircraft equipment and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

(2) There shall also be exempt from the same duties and taxes, with the exception of charges corresponding to the service performed :

- (a) aircraft stores, spare parts and regular aircraft equipment taken on board in the territory of a Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board outbound aircraft engaged in an international service of the other Contracting Party.
- (b) spare parts and regular aircraft equipment introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airlines of the other Contracting Party ;

- (c) fuel and lubricants destined to supply outbound aircraft operated on international services by the designated airlines of the other Contracting Party even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board ;
- (d) materials referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under Customs supervision or control.

(3) The exemptions stated above shall be in addition to and without prejudice to that which each Contracting Party is under obligations to accord under Article 24 of the Convention.

Article 7

(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. These tariffs shall be fixed in accordance with the following provisions of this Article.

(2) The tariffs referred to in paragraph (1) of this Article, together with the rates of agency commission used in conjunction with them shall, if possible be agreed in respect of each of the specified routes between the designated airlines concerned, 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. 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 on any of these tariffs, or if for some other reason a tariff cannot be agreed in accordance with the provisions of paragraph (2) of this Article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

(4) If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (2) of this Article or on the determination of any tariff under paragraph (3), the dispute shall be settled in accordance with the provisions of Article 11 of the present Agreement.

(5) No tariff shall come into force if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the provisions of paragraph (3) of Article 11 of the present Agreement.

(6) When tariffs have been established in accordance with the provisions of this Article these tariffs shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

Article 8

The Contracting Parties agree that the transfer of funds representing excess of receipts over expenditure earned by their respective airlines shall be the subject of an Exchange of Notes between them.

Article 9

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 reviewing 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 10

In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties will consult each other at the request of either authority for the purpose of ensuring the observance of the principles and the fulfilment of the provisions set out in this Agreement and will exchange such information as is necessary for that purpose.

Article 11

(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 within ninety (90) days from the date on which the matter in dispute was first notified by one Contracting Party to the other Contracting Party :

- (a) they may agree to refer the dispute for decision to an arbitral tribunal appointed by agreement between them or to other person or body ; or
- (b) if they do not agree or, if, having agreed to refer the dispute to an arbitral tribunal, they cannot reach agreement as to its composition within thirty (30) days, the Council of the International Civil Aviation Organisation may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires.

(3) Either Contracting Party may request the arbitral tribunal, or the person or body or the arbitrator or arbitrators to which the dispute has been referred in accordance with paragraph (2)(a) or (2)(b) respectively of this Article, as the case

may be, to indicate as a matter of urgency, within thirty (30) days of such request, provisional measures to be taken to preserve the respective right of both Contracting Parties.

(4) The Contracting Parties shall comply with the final decision given under paragraph (2) of this Article and any provisional measures indicated in accordance with paragraph (3) hereof.

(5) If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a final decision given in accordance with paragraph (2) of this Article or any provisional measures indicated in accordance with paragraph (3) hereof, 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 the said Contracting Party or to the designated airline in default.

Article 12

If either of the Contracting Parties considers it desirable to modify any provisions of the present Agreement, it may request consultation with the aeronautical authorities of the other Contracting Party in which event such consultation shall begin within a period of sixty days from the date of such request. Modifications agreed between the Contracting Parties as a result of such consultations shall come into effect :

- (a) in respect of provisions of the Agreement other than those of the Annex, when the Contracting Parties confirm by an Exchange of Notes through the diplomatic channel that the respective constitutional procedures required to give effect to such modifications have been carried out ; and
- (b) in respect of the provisions of the Annex, when confirmed by an Exchange of Notes.

Article 13

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 14

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 months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is with-

drawn 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 days after the receipt of the notice by the International Civil Aviation Organisation.

Article 15

The Annex to this Agreement shall be deemed to be part of the Agreement and all references to the Agreement shall include reference to the Annex, except where otherwise expressly provided.

Article 16

The present Agreement and any Exchange of Notes in accordance with Article 12 shall be registered with the International Civil Aviation Organisation.

Article 17

(1) The present Agreement shall be subject to ratification by the Contracting Parties and instruments of ratification shall be exchanged in Accra as soon as possible after signing.

(2) The present Agreement shall enter into interim force provisionally on the date of signature and definitively on the date of exchange of instruments of ratification.

IN WITNESS WHEREOF the undersigned, being duly authorised hereto by their respective Governments, have signed the present Agreement and have hereto affixed their seals.

DONE this twenty-ninth day of August, 1960 in duplicate at Cairo in the Arabic and English languages, both texts being equally authentic.

For the Government
of the Republic of Ghana :

(Signed) Krobo EDUSEI

For the Government
of the United Arab Republic :

(Signed) M. IBRAHIM

ANNEX

1. The airlines designated by the Government of the Republic of Ghana shall be entitled to operate air services in both directions on each of the following routes :

<i>Col. 1</i> <i>Points of departure (any one or more of the following)</i>	<i>Col. 2</i> <i>Intermediate points (any one or more of the following)</i>	<i>Col. 3</i> <i>Points in U.A.R. territory (any one or more of the following)</i>	<i>Col. 4</i> <i>Points beyond (any one or more of the following)</i>
a) Points in Ghana	Lagos Kano Fort Lamy Khartoum Jedda	Cairo Damascus	Beirut Baghdad Athens Belgrade Vienna Warsaw Istanbul Moscow Tehran
b) Points in Ghana	Kano Tunis Tripoli	Cairo Damascus	Beirut Baghdad Athens Belgrade Vienna Warsaw Istanbul Moscow Tehran

N.B. — The airlines designated by the Government of the Republic of Ghana will not enjoy traffic rights on the sectors between U.A.R. and Khartoum, between U.A.R. and Jedda, between U.A.R. and Beirut and between U.A.R. and Baghdad.

2. The airlines designated by the U.A.R. Government shall be entitled to operate air services in both directions on each of the following routes :

<i>Col. 1</i> <i>Points of departure (any one or more of the following)</i>	<i>Col. 2</i> <i>Intermediate points (any one or more of the following)</i>	<i>Col. 3</i> <i>Points in Ghana territory (any one or more of the following)</i>	<i>Col. 4</i> <i>Points beyond (any one or more of the following)</i>
a) Points in U.A.R.	Jedda Khartoum Fort Lamy Madigori Kano Lagos	Accra	Monrovia Freetown Conakry Dakar Leopoldville Points in South America
b) Points in U.A.R.	Tripoli Tunis Kano	Accra	Monrovia Freetown Conakry Dakar Leopoldville Points in South America

N.B. — The airlines designated by the Government of the Republic of U.A.R. will not enjoy traffic rights on the sectors between Accra and Freetown and between Accra and Dakar.

3. The designated airlines may omit calling at any of the intermediate points at their option.

4. In case the designated airlines of either Contracting Party do not handle their own traffic in the territory of the other Contracting Party through their own office and by their own personnel, these airlines will be free to assign such functions to an organization of their choice approved by the aeronautical authorities of the other Contracting Party and bearing the nationality of that latter party.

EXCHANGE OF LETTERS

[TRANSLATION — TRADUCTION]

I

*The Minister of State for Military Affairs of the United Arab Republic to the
Minister Responsible for Civil Aviation of Ghana*

Sir,

With reference to negotiations concerning the Agreement between the Government of the United Arab Republic and the Government of the Republic of Ghana for the establishment of scheduled Air Services between and beyond their respective territories,¹

¹ See p. 88 of this volume.

I have the honor to state that, during these negotiations, it was agreed that the airlines designated by the Government of Ghana should, for the duration of their enjoyment of the privilege (right) to fly across the Syrian Region of the United Arab Republic, see to it that a reasonable ratio is maintained between the number of trips (flights) across the Syrian Region of the United Arab Republic to points beyond the United Arab Republic and the number of stops made in the said region. This ratio will be determined later by agreement between the two Contracting Parties.

It is requested that you would kindly confirm your agreement to the contents of this letter.

Please accept my sincerest regards.

Minister of State for Military Affairs
U. A. R.

II

*The Minister Responsible for Civil Aviation of Ghana to the
Minister of State for Military Affairs of the United Arab Republic*

Sir,

I have the honour to state that I received to-day your letter reproduced below :

[See letter I]

I have the honour to confirm my agreement to the contents of your above letter.

Please accept my sincerest regards.

Minister Responsible for Civil Aviation
Ghana