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No. 6112

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**UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND  
and  
SUDAN**

**Agreement for air services between and beyond their  
respective territories (with Route Schedule). Signed  
at Khartoum, on 16 January 1961**

*Official texts: English and Arabic.*

*Registered by the United Kingdom of Great Britain and Northern Ireland on  
5 April 1962.*

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**ROYAUME-UNI DE GRANDE-BRETAGNE  
ET D'IRLANDE DU NORD  
et  
SOUDAN**

**Accord relatif aux services aériens entre les territoires des  
deux pays et au-delà (avec tableau des routes). Signé  
à Khartoum, le 16 janvier 1961**

*Textes officiels anglais.*

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le  
5 avril 1962.*

No. 6112. AGREEMENT<sup>1</sup> BETWEEN THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE REPUBLIC OF THE SUDAN FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT KHARTOUM, ON 16 JANUARY 1961

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The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of the Sudan,

Being Governments of States which are parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944<sup>2</sup> and

Desiring to conclude an agreement, supplementary to the said Convention, for the purpose of regulating the establishment of 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 Sudan, the Minister of Communications and any person or body authorised to perform any functions at present exercised by the said Minister or similar functions; and in the case of the United Kingdom, the Minister of 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 such notification;

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<sup>1</sup> Came into force on 10 November 1961, upon the exchange of the instruments of ratification at London, in accordance with article 14 (2).

<sup>2</sup> 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; Vol. 178, p. 420; Vol. 199, p. 362; Vol. 252, p. 410; Vol. 324, p. 340; Vol. 355, p. 418, and Vol. 409, p. 370.

- (d) the term “change of gauge” means the operation of an air service by a designated airline in such a way that one section of the route is flown by aircraft different in capacity from those used on another section;
- (e) the term “territory” in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or trusteeship of that State; and
- (f) the terms “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.

(2) The Schedule<sup>1</sup> to this Agreement shall be deemed to be part of the Agreement. All references to the Agreement shall, unless the context otherwise requires, include reference to the Schedule.

### *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 Schedule thereto (hereinafter called “the agreed services” and “the specified routes”).

(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 rights :

- (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.

(3) Nothing in paragraph (2) of this Article shall be deemed to confer on the airlines of one Contracting Party the right to take 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.

(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.

<sup>1</sup> See p. 262 of this volume.

(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 conformity 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 rights 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 rights 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) 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 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 rights 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 rights in any case where the airline fails to comply with the laws or regulations of the Contracting Party granting those rights 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 infringement of laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

#### *Article 4*

(1) Fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores introduced into the territory of one Contracting Party, or taken on board aircraft in that territory, by or on behalf of the other Contracting Party or its designated airline or airlines and intended solely for use by or in the aircraft of those airlines operating the agreed services shall be accorded the following treatment by the former Contracting Party in respect of customs duties, inspection fees and other similar national or local duties and charges :

- (a) in the case of fuel and lubricating oils remaining on board aircraft at the last airport of call before departure from the said territory, exemption; and
- (b) in the case of fuel and lubricating oils not included under (a) and spare parts, regular aircraft equipment and aircraft stores, treatment not less favourable

than that accorded to similar supplies introduced into the said territory, or taken on board aircraft in that territory, and intended for use by or in the aircraft of a national airline of the former Contracting Party, or of the most favoured foreign airline, engaged in international air services.

(2) This treatment shall be in addition to and without prejudice to that which each Contracting Party is obliged to accord under Article 24 of the Convention.

#### *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 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 to meet the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territory of the Contracting Party designating the airline and the country of ultimate destination of the traffic.

(4) Provision for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principle that capacity shall be related to :

- (a) traffic requirements between the country of origin and the country of destination;
- (b) traffic requirements of the area through which the airline passes, after taking account of other transport services established by airlines of the States comprising the area; and
- (c) the requirements of through airline operation.

#### *Article 6*

A designated airline of one Contracting Party may make a change of gauge at a point in the territory of the other Contracting Party only on the following conditions :

- (a) that it is justified by reason of economy of operation;

- (b) that the aircraft used on the section more distant from the terminal in the territory of the former Contracting Party are smaller in capacity than those used on the nearer section;
- (c) that the aircraft of smaller capacity shall operate only in connexion with the aircraft of larger capacity and shall be scheduled so to do; the former shall arrive at the point of change for the purpose of carrying traffic transferred from, or to be transferred into, the aircraft of larger capacity; and their capacity shall be determined with primary reference to this purpose;
- (d) that there is an adequate volume of through traffic; and
- (e) that the provisions of Article 5 of the present Agreement shall govern all arrangements made with regard to change of gauge.

#### *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 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 10 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 10 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*

There shall be consultation as necessary between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfilment of the present Agreement.

#### *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*

(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 days of the matter in dispute being first raised by either Contracting Party with the other,

- (a) they may agree to refer the dispute for decision to an arbitral tribunal appointed by agreement between them or to some other person or body; or
- (b) if, within sixty days of the receipt by one Contracting Party of notice from the other Contracting Party of its desire to refer a dispute to arbitration they do not so agree or if, having agreed to refer a dispute to an arbitral tribunal they cannot within the same period agree as to its composition, either Contracting Party may request the President of the International Court of Justice to appoint an arbitrator or arbitrators to whom the dispute shall be referred for decision.

(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 11*

(1) If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, it may request consultation between the aeronautical authorities of the two Contracting Parties, and in that event such consultation shall begin within sixty days from the date of the request. Such modification, if agreed between the Contracting Parties, shall come into effect when, after the constitutional requirements of each Contracting Party have been fulfilled, it has been confirmed by an Exchange of Notes.

(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 12*

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 withdrawn by agreement between the Contracting Parties 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 13*

The present Agreement and any Exchange of Notes in accordance with Article 11 shall be registered with the International Civil Aviation Organisation.

#### *Article 14*

(1) The present Agreement shall be subject to ratification and instruments of ratification shall be exchanged in London as soon as possible.

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

(3) If instruments of ratification are not exchanged within twenty-four months from the date of signature, either Contracting Party may terminate the



provisional application of the present Agreement by giving six months notice in writing to the other Contracting Party.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed the present Agreement.

DONE in duplicate at Khartoum, this sixteenth day of January, nineteen hundred and sixty-one in the English and Arabic languages, both texts being equally authoritative.

For the Government of the United Kingdom of Great Britain  
and Northern Ireland :

Edwin CHAPMAN-ANDREWS

For the Government of the Republic of the Sudan :

Magboul el Amin EL HAG

## ROUTE SCHEDULE

### SECTION I

*Routes to be Operated by the Designated Airline or Airlines of the Republic of the Sudan*

1. Points in the Republic of the Sudan—Cairo—Benghazi or Tripoli (Libya)—Beirut—Athens—Rome—Geneva or Zurich or Munich or Dusseldorf or Frankfurt—Paris or Brussels or Amsterdam—London.

2. Points in the Republic of the Sudan—Jedda—Asmara or Addis Ababa—Djibuti—Kamaran—Aden.

3. Points in the Republic of the Sudan—Asmara or Addis Ababa—Mogadishu—Nairobi—Entebbe—Salisbury—points in the Union of South Africa.

### NOTES

(1) The designated airline or airlines of the Republic of the Sudan may on any or all flights omit calling at any of the above-mentioned points, provided that the agreed services on these routes begin at a point in Sudanese territory.

(2) No airline designated for operations on any route in Section I above may exercise traffic rights on the sectors Salisbury/points in the Union of South Africa, and Jedda/Aden.

(3) Where points are shown as alternatives on any route in the Route Schedule of the Agreement, airlines designated for such routes may operate different flights through different points, but may not operate on the same flight through more than one of the points shown together as alternatives. For example, where a route shows " Paris or Brussels or Amsterdam ", a designated airline may operate flights through Paris and other flights through Brussels; but may not at any time operate through both Paris and Brussels on the same flight.

(4) Wherever " Addis Ababa " appears in Section I above, it shall be deemed to include the new international airport (irrespective of that airport's eventual name) which is under construction in the vicinity of Harar.

## SECTION II

*Routes to be Operated by the Designated Airline or Airlines of the United Kingdom*

1. London–Frankfurt or Dusseldorf or Nice or Zurich or Geneva–Rome–Tripoli (Libya) or Benghazi–Cairo–Khartoum–Addis Ababa–Aden–Mogadishu–points in British East Africa–points in the Federation of Rhodesia and Nyasaland–points in the Union of South Africa.

2. Points in British East Africa–Mogadishu–Aden–Addis Ababa–Khartoum–Cairo–Benghazi or Tripoli (Libya)–Rome–Geneva or Zurich or Nice or Dusseldorf or Frankfurt–London.

3. Points in the Federation of Rhodesia and Nyasaland–points in British East Africa–Mogadishu–Aden–Addis Ababa–Khartoum–Cairo–Benghazi or Tripoli (Libya)–Rome–Geneva or Zurich or Nice or Dusseldorf or Frankfurt–London.

4. Aden–Kamaran–Djibuti–Addis Ababa or Asmara–Khartoum or Port Sudan–Jedda–Cairo–Abeche–Fort Lamy–points in Nigeria–points in Ghana–Freetown.

## NOTES

(1) The designated airline or airlines of the United Kingdom may on any or all flights omit calling at any of the above-mentioned points, provided that the agreed services begin at London on route 1, at points in British East Africa on route 2, at points in the Federation of Rhodesia and Nyasaland on route 3, and either at Aden or Freetown on route 4.

(2) No airline designated for operations on any route in Section II above may exercise traffic rights on the sectors points in the Republic of the Sudan/Cairo, points in the Republic of the Sudan/Jedda, Khartoum/Aden (except on route 4), and Khartoum/Addis Ababa (except on route 4).

(3) Where points are shown as alternatives on any route in the Route Schedule of the Agreement, airlines designated for such routes may operate different flights through different points, but may not operate on the same flight through more than one of the points shown together as alternatives. For example, where a route shows “ Frankfurt or Dusseldorf or Nice or Zurich or Geneva ”, a designated airline may operate flights through Frankfurt and other flights through Zurich; but may not at any time operate through both Frankfurt and Zurich on the same flight.

(4) Wherever “ Addis Ababa ” appears in Section II above, it shall be deemed to include the new international airport (irrespective of that airport’s eventual name) which is under construction in the vicinity of Harar.