

No. 6717

FEDERAL REPUBLIC OF GERMANY
and
UNITED ARAB REPUBLIC

**Air Transport Agreement (with exchange of notes). Signed
at Bonn, on 16 February 1960**

Official texts of the Agreement: German, Arabic and English.

Official text of the notes: English.

Registered by the International Civil Aviation Organization on 15 May 1963.

RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
RÉPUBLIQUE ARABE UNIE

**Accord relatif aux transports aériens (avec échange de notes).
Signé à Bonn, le 16 février 1960**

Textes officiels de l'Accord: allemand, arabe et anglais.

Texte officiel des notes: anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 15 mai 1963.

No. 6717. AIR TRANSPORT AGREEMENT¹ BETWEEN THE FEDERAL REPUBLIC OF GERMANY AND THE UNITED ARAB REPUBLIC. SIGNED AT BONN, ON 16 FEBRUARY 1960

The Federal Republic of Germany and the United Arab Republic 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"),

Desiring to make arrangements for the regulation of scheduled Air Services between their respective territories and beyond,

Have agreed as follows :

Article 1

1. For the purpose of the present Agreement, unless otherwise stated in the text :

- a) The term "aeronautical authorities" shall mean in the case of the Federal Republic of Germany, the Federal Minister of Transport and in the case of the United Arab Republic, the Director General of the Civil Aviation Department or in both cases any other person or agency authorised to perform the functions exercised by the said authorities ;
- b) the term "designated airline" shall mean an airline that one Contracting Party has designated in writing to the other Contracting Party in accordance with Article 3 of this Agreement as being the airline which is to operate the international air services on the routes specified in accordance with paragraph 2 of Article 2 of this Agreement.

2. The terms "territory", "air service", "international air service", and "stop for non traffic purposes" shall, for the purpose of this Agreement, have the meaning laid down in Articles 2 and 96 of the Convention as amended now or in future.

Article 2

1. Each Contracting Party shall grant to the other Contracting Party for the purpose of operating international air services by the designated airlines on the routes

¹ Came into force on 3 August 1962, thirty days after the date on which both Contracting Parties had informed each other that their respective constitutional requirements had been fulfilled, in accordance with article 14 (1).

² See footnote 2, p. 22 of this volume.

specified, in accordance with paragraph 2 of this Article, the right of putting down and taking on in its territory passengers, mail and/or cargo originating in or destined for the territory of the other Contracting Party or of a third Country.

2. The routes on which the designated airlines of the two Contracting Parties will be authorised to operate international air services, shall be specified in a route schedule to be agreed upon in an exchange of notes (hereinafter referred to as the "specified routes").

Article 3

1. The specified routes may be inaugurated in whole or in part at any time, provided that :

- a) the Contracting Party to whom the rights specified in paragraph 1 of Article 2 are granted, has designated in writing an airline or airlines, and
- b) the Contracting Party granting these rights has authorised the designated airline or airlines to inaugurate the air services.

2. The Contracting Party granting these rights shall subject to the provisions of paragraphs 3 and 4 of this Article and Article 8 of this Agreement give without undue delay the authorisation to operate the specified routes.

3. Each Contracting Party may require any designated airline to satisfy its aeronautical authorities that it is qualified to meet the requirements prescribed under the laws and regulations normally applied by these authorities.

4. Each Contracting Party may require any designated airline to prove to its aeronautical authorities that the substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or its nationals.

Article 4

1. Each Contracting Party may withhold, revoke or limit the authorisation granted in accordance with paragraph 2 of Article 3 in the event of failure by a designated airline to comply with the provisions of this Agreement or to fulfil the obligations arising therefrom.

2. Each Contracting Party will exercise this right only after exchange of views as provided for in Article 9, unless an immediate suspension or limitation of operations is necessary to avoid further infringements of laws or regulations.

Article 5

1. There shall be a fair and equal opportunity for the designated airlines of each Contracting Party to operate on the specified routes between their respective territories.

2. In the operation of the agreed air services on the specified routes, the designated airlines of either Contracting Party shall take account of the interests of the designated airlines of the other Contracting Party so as not to affect unduly the air services which the latter airlines provide on the same routes or parts thereof.

3. In the operation of the agreed air services on any of the specified routes, the designated airlines of either Contracting Party shall have as their primary objective the provision of reasonable capacity adequate to the current and anticipated traffic demands to and from the territory of the Contracting Party designating the airlines.

Article 6

1. The designated airlines shall communicate to the aeronautical authorities of both Contracting Parties not later than 30 days prior to the inauguration of services on the specified routes the type of services, the types of aircraft to be used and the flight schedules. This shall likewise apply to later changes.

2. The aeronautical authorities of each Contracting Party shall furnish the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics of the designated airlines as may be reasonably required for the purpose of reviewing the capacity provided by any designated airline of the other Contracting Party on the specified routes. Such statements shall include all information required to determine the amount of traffic carried and the origin and destination of such traffic.

Article 7

Each Contracting Party shall extend the following treatment to the designated airlines of the other Contracting Party :

1. The aircraft entering into, departing from, or flying across the territory of the other Contracting Party, as well as regular equipment and spare parts on board such aircraft shall be exempt from customs duties and other charges.

2. Spare parts and equipment unloaded from aircraft of the designated airlines and stored within the territory of the other Contracting Party under customs supervision, or imported into the territory of either Contracting Party for installation in

or use on aircraft and stored in the territory of the other Contracting Party under customs supervision shall be exempt from customs duties and other charges, if they are installed in or taken aboard aircraft, or are otherwise exported again from the territory of the other Contracting Party under customs supervision.

The same exemption from such duties and charges shall be granted for spare parts and equipment taken from appropriate stores of other airlines and installed in or otherwise taken aboard aircraft under customs supervision.

3. Fuel and lubricants on board aircraft of the designated airlines on arrival in the territory of the other Contracting Party shall be exempt from customs duties and other charges if they are used on board aircraft, including that part of any flight which takes place between points in the territory of that Contracting Party.

Fuel and lubricants taken on board aircraft of the designated airlines under customs supervision in the territory of the other Contracting Party shall likewise be exempt from customs duties, other charges and any special consumption charges that may be applicable to fuel and lubricants in that Contracting Party.

Fuel and lubricants imported for the account of the designated airlines and stored in the territory of the other Contracting Party under customs supervision for the purpose of supplying such aircraft of that designated airline, shall be exempt from customs duties and other charges.

4. Food and stimulants on board aircraft and intended for the consumption of passengers and crew members in flight, shall be exempt in the territory of the other Contracting Party from customs duties and other charges, provided that such aircraft are continuously supervised by customs authorities.

Article 8

1. Rates to be charged on the specified routes shall be fixed by taking into account all factors, such as cost of operation, reasonable profit, the characteristics of the various routes and the rates charged by other airlines which operate on the same routes or parts thereof. In fixing such rates, the provisions of the following paragraphs should be observed.

2. The rates shall, if possible, be fixed for each route by agreement between the designated airlines concerned. For this purpose the designated airlines should abide by such decisions as are applicable under the traffic conference procedures of the International Air Transport Association (IATA), or should, if possible, agree directly

between themselves after consulting with airlines of third countries which operate over the same routes or parts thereof.

3. Any rates so agreed shall be submitted for approval to the aeronautical authorities of both Contracting Parties at least 30 days prior to the proposed date of their introduction. This period may be reduced in special cases if the aeronautical authorities so agree.

4. If no agreement has been reached between the designated airlines in accordance with paragraph 2 above, or if one of the Contracting Parties does not agree to the rates submitted for its approval in accordance with paragraph 3 above, the aeronautical authorities of the two Contracting Parties should by common accord fix the rates for those routes or parts thereof on which no agreement was agreed.

5. If no accord as envisaged in paragraph 4 above is reached between the aeronautical authorities of the two Contracting Parties, the provisions of Article 11 of this Agreement shall apply. Until such time as an arbitral award is rendered, the Contracting Party which has expressed disagreement with the rates shall be entitled to require the other Contracting Party to maintain the rates previously in effect.

Article 9

Exchange of views shall take place as needed between the aeronautical authorities of the two Contracting Parties in order to achieve close cooperation and agreement in all matters pertaining to the application and interpretation of this Agreement or to the amendment of the route schedule.

Article 10

Consultation may be requested at any time by either Contracting Party for the purpose of discussing amendments to the present Agreement. The same applies to discussions concerning the interpretation and application of the present Agreement if either Contracting Party considers that an exchange of views within the meaning of Article 9 has been without success. Such consultation shall begin within 60 days from the date of receipt of the request.

Article 11

1. Any disagreement relating to the interpretation or application of the present Agreement which cannot be settled in accordance with Articles 9 and 10 of this Agreement, within a reasonable period not exceeding 90 days after beginning of consultation, shall be submitted to an arbitral tribunal at the request of either Contracting Party.

2. Such arbitral tribunal shall be composed in each individual case of one member to be designated by each Contracting Party, these two members shall then agree upon the choice of a national of a third country as their chairman. If the members have not been designated within 60 days, and the chairman within 90 days of the date of delivery by either Contracting Party of notice requesting arbitration, either

of the Contracting Parties may, in the absence of any other form of agreement, invite the President of the Council of the International Civil Aviation Organization to make the necessary appointments. Where the President of the Council is a national of one of the two Contracting Parties or is otherwise prevented from carrying out his function, his deputy in office shall make the necessary appointments.

3. The arbitral tribunal shall reach its decision by majority of votes. Each of the Contracting Parties shall bear the expenses of its own member. The remaining expenses shall be borne in equal parts by each of the Contracting Parties. In all other respects, the arbitral tribunal shall determine its own procedure.

The Contracting Parties undertake to comply with any provisional measures and final decision given by the arbitral tribunal.

Article 12

If a general multilateral air transport convention accepted by both Contracting Parties enters into force, the provisions of the multilateral convention shall prevail. Any discussion with a view to determine the extent to which the present Agreement is revoked, amended or supplemented by the provisions of the multilateral convention, shall take place in accordance with Article 10 of the present Agreement.

Article 13

The present Agreement, any amendments to it and any exchange of notes under paragraph 2 of Article 2 shall be communicated to the Council of the International Civil Aviation Organization for registration.

Article 14

1. This Agreement shall enter into force 30 days after the date in which both Contracting Parties have informed each other that their respective constitutional requirements have been fulfilled.

2. Each Contracting Party may at any time give notice of termination of the present Agreement. This Agreement shall terminate one year after the date of the receipt of such notice by the other Contracting Party unless the notice to terminate it is withdrawn by agreement between the Contracting Parties before the expiry of this period.

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

DONE at Bonn the 16th February 1960 in German, Arabic and English languages, each of which shall be of equal authenticity.

For the Federal Republic of Germany :
VON MERKATZ

For the United Arab Republic :
Mohamed EL HAKIM

EXCHANGE OF NOTES

I

THE FEDERAL MINISTER FOR MATTERS CONCERNING
THE FEDERAL COUNCIL AND THE LÄNDER
ACTING FOR THE FEDERAL MINISTER OF FOREIGN AFFAIRS

Bonn, 16 February 1960

Excellency,

I have the honour to refer to paragraph 2 of Article 2 of the Air Transport Agreement between the Federal Republic of Germany and the United Arab Republic signed at Bonn on 16 February 1960.¹ During the negotiations which have been conducted in connection with the above mentioned Agreement it has been agreed that air services may be operated on the routes specified in the following Route Schedule :

ROUTE SCHEDULE

A. Routes to be operated by airlines designated by the Federal Republic of Germany :

<i>Points of Origin</i>	<i>Intermediate Points</i>	<i>Points in the Territory of U.A.R.</i>	<i>Points beyond</i>
1. Fed. Rep. of Germany	Austria Italy Greece Turkey Lebanon	Alexandria* or Cairo* or Damascus	
2. Fed. Rep. of Germany	Austria Italy Greece Turkey Lebanon	Cairo* or Damascus	I. Pakistan a) Hongkong India Philippines Burma Japan Thailand b) Singapore Australasia II. Sudan* Kenya South African Union (Johannesburg) III. Dhahran* Ethiopia (Addis Abeba)

* No traffic rights between Lebanon and Alexandria or Cairo, between U. A. R. and Dhahran, and between Cairo and Sudan.

¹ See p. 245 of this volume.

B. Routes to be operated by airlines designated by the United Arab Republic :

<i>Points of Origin</i>	<i>Intermediate Points</i>	<i>Points in the Territory of the Federal Republic of Germany</i>	<i>Points beyond</i>
1. United Arab Republic	Greece Italy Switzerland	Munich or Frankfurt or Dusseldorf	
2. United Arab Republic	Turkey Greece Italy Yugoslavia Austria Switzerland	Frankfurt	I. United Kingdom (London) U.S.A. II. Denmark Norway Sweden III. Belgium Netherlands

C. A designated airline may, if it so desires, omit one or more of the intermediate point or points beyond on the established routes.

D. If either of the Contracting Parties considers it desirable to modify the terms of the route schedule, exchange of views between the aeronautical authorities of the two Contracting Parties will take place to that effect. Modifications agreed upon by these authorities will come into effect when they have been confirmed by an exchange of notes through diplomatic channels. However the aeronautical authorities of both Contracting Parties will immediately implement the modifications agreed upon according to their national legislations, in such a way as if the modifications have already been confirmed.

I have the honour to inform you that the Government of the Federal Republic of Germany agrees with the above route schedule. I should be grateful if you would inform me whether the Government of the United Arab Republic also agrees with this route schedule. If this should be the case, the present note and your reply shall be regarded as constituting an additional Agreement between our Governments.

Accept, Excellency, the renewed assurance of my highest consideration.

(Initialled) [illegible]

Mr. M. S. El Hakim,
Director General of the Civil Aviation Department
of the United Arab Republic
Bonn

II

DIRECTOR GENERAL OF CIVIL AVIATION
OF THE UNITED ARABIC REPUBLIC

Bonn, 16 February 1960

Excellency,

I have the honour to refer to your letter dated 16 February 1960, the contents of which are as follows :

[See note I]

I have the honour to confirm to you the approval of my Government to the contents of your above mentioned letter.

Accept, Excellency, the renewed assurance of my highest consideration.

Mohamed EL HAKIM

The Federal Minister

for Matters concerning the Federal Council and the Länder
acting for the Federal Minister of Foreign Affairs
His Excellency Dr. Hans-Joachim von Merkatz
Bonn
