

**No. 6721**

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**PAKISTAN  
and  
FEDERAL REPUBLIC OF GERMANY**

**Air Transport Agreement (with exchange of notes). Signed  
at Bonn, on 20 July 1960**

*Official texts of the Agreement: English and German.*

*Official text of the notes: English.*

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

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**PAKISTAN  
et  
RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE**

**Accord relatif aux transports aériens (avec échange de  
notes). Signé à Bonn, le 20 juillet 1960**

*Textes officiels de l'Accord: anglais et allemand.*

*Texte officiel des notes: anglais.*

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

No. 6721. AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN PAKISTAN AND THE FEDERAL REPUBLIC OF GERMANY. SIGNED AT BONN, ON 20 JULY 1960

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Pakistan and the Federal Republic of Germany, hereinafter described as the Contracting Parties ;

Being Contracting Parties to the Convention on International Civil Aviation<sup>2</sup> and the International Air Services Transit Agreement,<sup>3</sup> both done at Chicago on the 7th day of December 1944, the terms of which Convention and Agreement are binding on both Parties,

And desiring to conclude an agreement for the operation of air transport services between and beyond their respective territories,

Have agreed as follows :

*Article 1*

1. For the purposes of this Agreement, unless otherwise stated in the text :
  - (a) the term "aeronautical authorities" shall mean in the case of Pakistan, the Director General of Civil Aviation; in the case of the Federal Republic of Germany, the Federal Minister of Transport ; or, in both cases, any other person or agency authorized to perform the functions exercised by the said authorities ;
  - (b) the term "designated airline" shall mean an airline that one Contracting Party has designated writing to the other Contracting Party in accordance with Article 3 of this Agreement as being an airline which is to operate 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 purposes of this Agreement, have the meaning laid down in Articles 2 and 96 of the Convention of December 7, 1944, on International Civil Aviation as amended at present or in future.

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<sup>1</sup> Came into force on 25 November 1961, thirty days after the exchange of the instruments of ratification which took place at Karachi on 26 October 1961, in accordance with article 15.

<sup>2</sup> See footnote 2, p. 22 of this volume.

<sup>3</sup> United Nations, *Treaty Series*, Vol. 84, p. 389 ; Vol. 139, p. 469 ; Vol. 178, p. 419 ; Vol. 199, p. 363 ; Vol. 260, p. 462 ; Vol. 324, p. 342 ; Vol. 355, p. 419 ; Vol. 409, p. 372, and Vol. 417, p. 354.

*Article 2*

1. Each Contracting Party shall grant to the other Contracting Party for the purpose of operating international air services by designated airlines over the routes specified in accordance with paragraph 2 of this Article :

- (a) the right to fly across its territory without landing ;
- (b) the right to land in its territory for non-traffic purposes, and
- (c) the right to land in its territory at the points named on the routes specified in accordance with paragraph 2 of this Article, in order to take on or discharge passengers, mail and/or cargo on a commercial basis.

2. The routes over which the designated airlines of the two Contracting Parties will be authorized to operate international air services shall be specified in a Route Schedule to be agreed upon in an exchange of notes.

*Article 3*

1. The international air services on the routes specified in accordance with paragraph 2 of Article 2 of this Agreement may commence at any time, provided

- (a) the Contracting Party to whom the rights specified in paragraph 1 of Article 2 are granted, has designated an airline in writing, and
- (b) the Contracting Party granting these rights has authorized the airline so designated 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 subject to the provisions of Article 9 of this Agreement, give without delay the said authorization to operate the international air service.

3. Each Contracting Party may require an airline designated by the other Contracting Party to satisfy it that it is qualified to meet the requirements prescribed under the laws and regulations of the first Contracting Party governing the operation of international air traffic.

4. Each Contracting Party may withhold the exercise of the rights provided for in Article 2 of this Agreement from the airline designated by the other Contracting Party if such airline is not able to prove upon request that substantial ownership and effective control of such airline are vested in nationals or corporations of the other Contracting Party or in that Contracting Party itself.

*Article 4*

1. Each Contracting Party may revoke, or limit by the imposition of conditions, the authorization granted in accordance with paragraph 2 of Article 3 of this Agree-

ment in the event of failure by the designated airline to comply with the laws and regulations of the Contracting Party granting the rights or to comply with the provisions of this Agreement or to fulfil the obligations arising therefrom. This shall also apply if the proof referred to in paragraph 4 of Article 3 is not furnished. Each Contracting Party shall exercise this right only after consultation as provided for in Article 12 of this Agreement, unless an immediate suspension of operations or imposition of conditions is necessary to avoid further infringements of laws or regulations.

2. Subject to the provisions of Article 3 each Contracting Party shall have the right by written communication to the other Contracting Party to replace by another airline the airline it has designated. The newly designated airline shall have the same rights and be subject to the same obligations as the airline which it replaces.

#### *Article 5*

The charges imposed by either Contracting Party for the use of airports and other aviation facilities by the aircraft of the designated airline of the other Contracting Party shall not be higher than those paid by the aircraft of any national airline engaged in similar international air services.

#### *Article 6*

Each Contracting Party shall grant release from taxes and customs duties and fees in respect of aircraft of a designated airline of the other Contracting Party in so far as it is operating an international air service pursuant to this Agreement as follows :

- (a) The aircraft operated by a designated airline of either Contracting Party entering into, departing from, or flying across or between points in the territory of the other Contracting Party, as well as the regular equipment and spare parts on board such aircraft, and not unloaded without consent of the customs authorities, shall be exempt from customs duties and other taxes chargeable by reason of importation, exportation or transit of goods, as well as from customs inspection fees.
- (b) Spare parts and articles of regular equipment for aircraft mentioned in sub-paragraph (a) above, which are
  - (i) removed from the aircraft or otherwise unloaded and stored within the territory of the other Contracting Party under customs supervision, or
  - (ii) imported into and stored in the territory of the other Contracting Party under customs supervision

shall be exempt likewise from the duties, taxes and fees mentioned in sub-paragraph (a) above, if they either are installed or taken on board the said aircraft under customs supervision, or are exported again otherwise than on board the said aircraft. The same exemptions shall be granted in respect of such spare parts and articles of regular equipment taken from appropriate stores of other foreign airlines and installed in the said aircraft or otherwise taken on board under customs supervision.

- (c) Fuel and lubricants on board the aircraft mentioned in sub-paragraph (a) above and introduced into the territory of the other Contracting Party may be used on board the aircraft free of the duties, taxes and fees mentioned in sub-paragraph (a) above. This also applies to that part of any flight which takes place between points in the territory of that Contracting Party. Fuel and lubricants not mentioned in the first sentence of this sub-paragraph taken on by these aircraft under customs supervision within the territory of the other Contracting Party and used on the agreed service shall be exempt from or shall be the subject of remission or refund of the duties, taxes and fees mentioned in sub-paragraph (a) above and any special consumption charges imposed on fuel and lubricants within the territory of that Contracting Party.
- (d) Aircraft stores on board the aircraft mentioned in sub-paragraph (a) above issued for immediate supply to passengers and crew members may be consumed on board the aircraft free of the duties, taxes and fees mentioned in sub-paragraph (a) above, provided that the aircraft can be continuously supervised by customs authorities if intermediate landings within the territory of the other Contracting Party are made.

#### *Article 7*

1. There shall be fair and equal opportunity for the designated airlines of each Contracting Party to operate air services on any route specified in accordance with paragraph 2 of Article 2 of this Agreement.

2. In the operation of international air services on the routes specified in accordance with paragraph 2 of Article 2 of this Agreement, the designated airline of either Contracting Party shall take account of the interests of the designated airline of the other Contracting Party so as not to affect unduly the air services which the latter airline operates over the same routes or parts thereof.

3. The international air services on the routes specified in accordance with paragraph 2 of Article 2 of this Agreement should have as their primary objective the provision of capacity adequate to the foreseeable traffic demands to and from the territory of the Contracting Party designating the airline, Fifth Freedom Traffic to

have a supplementary character. The right of such airline to carry traffic between points of a route specified in accordance with paragraph 2 of Article 2 of this Agreement located in the territory of the other Contracting Party, and points in third countries shall be exercised, in the interests of an orderly development of international air transport subject to the principles mentioned above in this Article and in such a way that the capacity is related to :

- (a) the traffic demand to and from the territory of the Contracting Party designating the airline ;
- (b) the traffic demand existing in the areas through which the air services pass, taking account of local and regional air services ;
- (c) the requirements of an economical operation of through traffic routes.

#### *Article 8*

1. The designated airlines should communicate to the aeronautical authorities of both Contracting Parties not later than thirty days prior to the inauguration of air services on the routes specified in accordance with paragraph 2 of Article 2 of this Agreement the type of service, the types of aircraft to be used and the flight schedules. This shall likewise apply to later changes.

2. The aeronautical authorities of either Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party at their request such periodic or other statistical data of the designated airline as may reasonably be required for the purpose of reviewing the capacity provided by the designated airline of the first Contracting Party on the routes specified in accordance with paragraph 2 of Article 2 of this Agreement. Such data shall include all information required to determine the amount of traffic carried and the origins and destinations of such traffic.

#### *Article 9*

1. In fixing rates to be charged for passengers and freight on the routes specified in accordance with paragraph 2 of Article 2 of this Agreement, account shall be taken of all factors, such as cost of operation, reasonable profit, the characteristics of the various routes and the rates charged by any other airlines which operate over the same routes or parts thereof. In fixing such rates, the provisions of the following paragraphs should be observed.

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

themselves after consulting with airlines of third countries which operate over the same routes or parts thereof. Any rates so agreed shall be submitted for approval to the aeronautical authorities of both Contracting Parties prior to the proposed date of their introduction.

3. If no agreement is reached between the designated airlines in accordance with paragraph 2 above, or if one of the Contracting Parties does not consent to the rates submitted for its approval in accordance with paragraph 2 above, the aeronautical authorities of the two Contracting Parties should, by common accord, fix the rates for such routes or parts thereof on which there is disagreement or lack of consent.

4. If no accord, as envisaged in paragraph 3 of this Article, is reached between the aeronautical authorities of the two Contracting Parties, the provisions of Article 13 of this Agreement shall apply. Until such time as an arbitral award has been made, the Contracting Party which has withheld its consent to a given rate, shall be entitled to require the other Contracting Party to maintain the rate previously in effect.

#### *Article 10*

In the event of a general multilateral air transport convention accepted by both Contracting Parties entering into force, the provisions of the multilateral convention shall prevail. Any discussions with a view to determining the extent to which this Agreement is rescinded, superseded, amended or supplemented by the provisions of the multilateral convention, shall take place in accordance with Article 12 of this Agreement.

#### *Article 11*

Exchanges of views shall take place as needed between the aeronautical authorities of the two Contracting Parties in order to achieve close co-operation and agreement in all matters pertaining to the interpretation and implementation of this Agreement.

#### *Article 12*

A consultation may be requested at any time by either Contracting Party for the purpose of discussing amendments to this Agreement or to the Route Schedule. This procedure shall also apply to discussions pertaining to the interpretation and implementation of this Agreement if either Contracting Party is not satisfied with the outcome of the exchange of views within the meaning of Article 11. Such consultation shall commence within sixty days from the date of receipt of any such request.

*Article 13*

1. In case any disagreement arising out of the interpretation or implementation of this Agreement cannot be settled in accordance with Article 12 of this Agreement, it shall be submitted to an arbitral tribunal at the request of either Contracting Party.

2. Such arbitral tribunal shall be established in each individual case in such a way as to include one member to be designated by each Contracting Party, and these two members shall then agree upon the choice of a national of a third State as their chairman. If the members have not been designated within sixty days, nor the chairman within ninety days, after either Contracting Party has made known its intention of resorting to arbitration, either of the Contracting Parties may, in the absence of any other relevant agreement, invite the President of the Council of the International Civil Aviation Organization (ICAO) to make the necessary appointments. Where the President of the Council possesses the nationality of one of the two Contracting Parties or is otherwise prevented from carrying out this function, his deputy in office should make the necessary appointments.

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

*Article 14*

This Agreement, any amendments thereto and any exchange of notes under paragraph 2 of Article 2 of this Agreement shall be communicated to the ICAO for registration.

*Article 15*

1. This Agreement shall be subject to ratification by both Contracting Parties. The instruments of ratification shall be exchanged as soon as possible at Karachi.

2. This Agreement shall enter into force thirty days after the exchange of the instruments of ratification.

3. Each Contracting Party may at any time give notice of termination of this Agreement, which shall expire one year after the date of the receipt of such notice by the other Contracting Party.

DONE at Bonn on July 20, 1960 in four originals, two in the English and two in the German language, all four texts being equally authentic.

For Pakistan :

(Signed) M. ZIAUDDIN

Pakistan's Ambassador

to the Federal Republic of Germany

For the Federal Republic of Germany :

(Signed) Hans-Joachim VON MERKATZ

Federal Minister of Matters

involving the Bundesrat and the Länder



## EXCHANGE OF NOTES

## I

THE FEDERAL MINISTER  
FOR MATTEKS INVOLVING THE BUNDESRAT AND THE LÄNDER

Bonn, July 20, 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 Pakistan signed at Bonn on July 20, 1960.<sup>1</sup> In 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

## I. Routes to be operated by the airline designated by the Federal Republic of Germany

1	2	3	4
<i>Points of origin</i>	<i>Intermediate Points</i>	<i>Points in the territory of Pakistan</i>	<i>Points beyond</i>
Points in the territory of the Federal Republic of Germany	Rome or Athens, Cairo or Beirut or Damascus, or Istanbul, Tehran or Kabul	Karachi	India, Burma, Thailand and beyond

## II. Route to be operated by the airline designated by Pakistan

1	2	3	4
<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>
Karachi	Dahran or Kandhar and/or Tehran, Baghdad or Basra or Abadan, Damascus or Beirut or Cairo or Istanbul, Rome, Geneva or Zurich	Frankfurt or Düsseldorf	London and beyond

III. A designated airline may, if it so desires omit one or more of the points on the specified routes, provided that the point of origin of such a route lies in the territory of the Contracting Party that has designated the airline

I have the honour to inform you that the Government of the Federal Republic of Germany agrees to the above Route Schedule. I should be grateful if you would inform me whether the Government of Pakistan also agrees to this Route Schedule.

<sup>1</sup> See p. 42 of this volume.

If this should be the case, the present note and your note in reply shall be regarded as Constituting an Arrangement between our Governments.

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

His Excellency Mian Ziauddin  
Bad Godesberg

## II

THE AMBASSADOR OF PAKISTAN

[SEAL]

Bonn, July 20, 1960

Excellency,

I have the honour to acknowledge receipt of your Note of July 20, 1960, which reads as follows :

[See note I]

I have the honour to inform you that my Government also agrees to the above Route Schedule. Your note and my note in reply shall be regarded as constituting an Arrangement between our Governments.

(Signed) M. ZIAUDDIN

His Excellency the Federal Minister of Matters  
involving the Bundesrat and the Laender  
Bonn