

No. 6849

**UNITED STATES OF AMERICA
and
FRANCE**

Compromis of Arbitration relating to the Agreement between the Governments of the United States of America and France relating to air services between their respective territories, signed at Paris on 27 March 1946, as amended. Signed at Paris, on 22 January 1963

Official texts : English and French.

Registered by the United States of America on 6 August 1963.

**ÉTATS-UNIS D'AMÉRIQUE
et
FRANCE**

Compromis d'arbitrage relatif à l'Accord entre le Gouvernement des États-Unis d'Amérique et le Gouvernement de la République française, concernant les services aériens entre leurs territoires respectifs, signé à Paris le 27 mars 1946, tel qu'il a été modifié. Signé à Paris, le 22 janvier 1963

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 6 août 1963.

No. 6849. COMPROMIS OF ARBITRATION¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FRENCH REPUBLIC RELATING TO THE AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND FRANCE RELATING TO AIR SERVICES BETWEEN THEIR RESPECTIVE TERRITORIES, SIGNED AT PARIS ON 27 MARCH 1946, AS AMENDED.² SIGNED AT PARIS, ON 22 JANUARY 1963

The Government of the United States of America and the Government of the French Republic :

Considering :

1. That there is a dispute between them relevant to the interpretation of the Air Transport Services Agreement between the United States of America and France, signed at Paris on March 27, 1946,² and of its Annex ;²

2. That they have been unable to settle this dispute through consultation ;

3. That Article X of the Air Transport Services Agreement as amended³ provides that :

“Except as otherwise provided in this Agreement or its Annex, any dispute between the Contracting Parties relative to the interpretation or application of this Agreement or its Annex which cannot be settled through consultation shall be submitted for an advisory report to a tribunal of three arbitrators, one to be named by each Contracting Party, and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within two months of the date of delivery by either Party to the other Party of a diplomatic note requesting arbitration of a dispute ; and the third arbitrator shall be agreed upon within one month after such period of two months.

“If either of the Contracting Parties fails to designate its own arbitrator within two months, or if the third arbitrator is not agreed upon within the time limit indicated, the President of the International Court of Justice shall be requested to make the necessary appointments by choosing the arbitrator or arbitrators, after consulting the President of the Council of the International Civil Aviation Organization.

¹ Came into force on 22 January 1963, upon signature, in accordance with article X.

² United Nations, *Treaty Series*, Vol. 139, p. 114 ; Vol. 358, p. 274, and Vol. 458, p. 292.

³ United Nations, *Treaty Series*, Vol. 139, p. 151.

“The Contracting Parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report. A moiety of the expenses of the arbitral tribunal shall be borne by each Party.”

and

4. That the Government of the United States of America on October 12, 1962 submitted to the Government of France a diplomatic note¹ requesting arbitration of this dispute ;

Have decided to submit the dispute to an arbitral tribunal and for this purpose have agreed as follows :

Article I

The Tribunal is requested to decide the following questions :

1. Under the provisions of the Air Transport Services Agreement between the United States of America and France, and in particular the terms of Route 1 of Schedule II of the Annex² to that Agreement, does a United States airline have the right to provide international aviation services between the United States and Turkey via Paris and does it have the right to carry traffic which is embarked in Paris and disembarked at Istanbul, Ankara or other points in Turkey, or embarked at Istanbul, Ankara or other points in Turkey and disembarked at Paris?

2. Under the provisions of the Air Transport Services Agreement between the United States of America and France, and in particular the terms of Route 1 of Schedule II of the Annex to that Agreement, does a United States airline have the right to provide international aviation services between the United States and Iran via Paris and does it have the right to carry traffic which is embarked in Paris and disembarked at Tehran or other points in Iran, or embarked in Tehran or other points in Iran and disembarked at Paris?

Article II

Each Party shall be represented before the Tribunal by an agent who shall be responsible for its part in the proceedings. Each agent may nominate a deputy to act for him and may be assisted by such advisors, counsel, and staff as he deems necessary. Each Party shall communicate the name and address of its respective agent and deputy to the other Party and to the members of the Tribunal.

Article III

A) The proceedings shall consist of written pleadings and oral hearings.

B) The written pleadings shall be limited, unless the Tribunal otherwise directs, to the following documents :

¹ Not printed by the State Department of the United States of America.

² United Nations, *Treaty Series*, Vol. 139, p. 136.

1. A memorial, which shall be submitted by the Government of the United States of America to the French agent within four weeks after the date of signature of this Agreement ;

2. A counter-memorial, which shall be submitted by the Government of France to the United States agent within four weeks after the date of submission of the United States memorial ;

3. A reply, which shall be submitted by the Government of the United States of America to the French agent within three weeks after the date of submission of the French counter-memorial ;

4. A surrejoinder, which shall be submitted by the French Government to the United States agent within three weeks after the date of the submission of the American reply.

Each document shall be communicated to each member of the Tribunal and to the other Party in six copies and shall not be made public, except as provided in paragraph B of Article VI of this compromis. Any written document shall annex the originals, if obtainable, or copies of all such documents, except for those which have already been published.

C) The oral hearings shall be held at a time to be fixed by the President of the Tribunal and shall be held in private at such place and time as the Tribunal may determine.

D) The Tribunal may extend the above time limits at the request of either Party for good cause shown.

Article IV

A) The Parties shall present their written pleadings and any other documents to the Tribunal in English or in French.

B) The Parties shall present their oral arguments in English or in French. The Tribunal shall make the necessary arrangements for interpretation of the oral pleadings.

C) The Tribunal shall provide for the keeping of a verbatim record of all oral hearings.

Article V

A) The Tribunal shall, subject to the provisions of this Compromis, determine its own procedure and all questions affecting the conduct of the arbitration.

B) The decisions of the Tribunal on all questions, whether of substance or procedure, shall be determined by a majority vote of its members.

C) The Tribunal, after consultation with the two agents, shall arrange for a place of hearing, and may engage such technical, secretarial, and clerical staff and obtain such services and equipment as may be necessary.

Article VI

A) The Tribunal shall render its decision after the date of the closing of the oral hearings. The conclusions of the Tribunal may be adopted by a majority vote of the members. The decision shall state the reasons of the members for the conclusions reached, and shall include the dissenting opinion of any member. A signed copy of the decision shall be immediately communicated to each of the agents.

B) The decision shall be made public at a date agreed upon by the Parties. The record shall not be made public except by agreement of the Parties.

Article VII

Any dispute between the Parties as to the interpretation of the decision shall, at the request of either Party, and within four weeks after the rendering of the decision, be referred to the Tribunal for clarification.

Article VIII

A) Each Party shall be responsible for the remuneration and other expenses of the member of the Tribunal whom it has nominated, and shall bear its own expenses incurred in and for the preparation of its case.

B) The remuneration of the third member who has been selected by the two members nominated by the Parties, or by the President of the International Court of Justice, as the case may be, and all general expenses of the arbitration, shall be borne equally by the Parties. The Tribunal shall keep a record and render a final account of all general expenses.

Article IX

The provisions of Articles 59, 60 paragraph 3, 63 paragraph 3, and 64 to 84 of the Convention of October 18, 1907 for the pacific settlement of international differences¹ shall be applicable with respect to any points which are not covered by the present Compromis. The Parties reserve the right to have recourse to the privilege provided for in paragraph 1 of Article 83. They will, in such case, exercise this privilege within a period of six months.

Article X

This Compromis shall come into force on the date of signature.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed this Compromis and have attached their seals.

¹ De Martens, *Nouveau Recueil général de Traités*, troisième série, tome III, p. 360.

DONE in duplicate at Paris this twenty-second day of January, 1963 in English and French, each of which shall be of equal authenticity.

For the Government
of the United States of America :

Jacques J. REINSTEIN

[SEAL]

For the Government
of the Republic of France :

Augustin JORDAN

[SEAL]