

No. 7295

**CAMEROON
and
ISRAEL**

**Air Transport Agreement (with annex). Signed at Yaoundé,
on 9 August 1963**

Official text: French.

Registered by the International Civil Aviation Organization on 8 June 1964.

**CAMEROUN
et
ISRAËL**

**Accord (avec annexe) relatif au transport aérien. Signé à
Yaoundé, le 9 août 1963**

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 8 juin 1964.

[TRANSLATION — TRADUCTION]

No. 7295. AIR TRANSPORT AGREEMENT¹ BETWEEN THE FEDERAL REPUBLIC OF CAMEROON AND THE GOVERNMENT OF THE STATE OF ISRAEL. SIGNED AT YAOUNDÉ, ON 9 AUGUST 1963

The Government of the Federal Republic of Cameroon and the Government of the State of Israel,

Desiring to promote the development of air transport between the Federal Republic of Cameroon and the State of Israel and to further as much as possible international co-operation in this field,

Desiring to apply to such transport the principles and provisions of the Convention on International Civil Aviation signed at Chicago on 7 December 1944;²

Have agreed as follows :

TITLE I

GENERAL

Article I

The Contracting Parties grant each other the rights specified in this Agreement for the establishment of the international civil air services listed in the annex hereto.

Article II

For the purpose of this Agreement and its annex :

(a) The term “ the Convention ” means the Convention on International Civil Aviation signed at Chicago on 7 December 1944, including any annex adopted under article 90 of that Convention and any amendment of the Convention or its annexes adopted under articles 90 and 94 thereof;

(b) The term “ aeronautical authorities ” means, in the case of the Government of the Federal Republic of Cameroon, the Minister responsible for civil aviation, and, in the case of the Government of the State of Israel, the Minister for Transport and Communications, and any other person or body authorized to perform any function at present exercised by the said Minister or any other similar function;

¹ Came into force on 9 August 1963, upon signature, in accordance with article XX. The Agreement was ratified by the Federal Republic of Cameroon on 23 August 1963.

² See footnote 2, p. 5 of this volume.

(c) The term “designated airline” means the airline which one Contracting Party shall have designated, by written notification to the other Contracting Party in accordance with article XI of this Agreement, for the operation of air services on the routes specified in the annex;

(d) The term “territory”, in relation to a State, means the land areas and adjacent territorial waters under the sovereignty of that State;

(e) 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;

(f) The term “aircraft” means all aircraft of the designated airline.

Article III

1. Aircraft employed in international service by the designated airline of one Contracting Party together with their normal equipment, reserves of fuel and lubricants and aircraft stores (including foodstuffs, beverages and tobacco) shall, on arrival in the territory of the other Contracting Party, be exempt from all customs duties, inspection fees or other similar duties and charges, provided such equipment and stores remain on board the aircraft until re-exported.

2. The following shall likewise be exempt from these same duties and charges, excluding, however, fees or charges levied as consideration for services rendered:

(a) Aircraft stores, irrespective of origin, obtained in the territory of one Contracting Party in quantities not exceeding the limits set by the authorities of the said Contracting Party, and taken on board aircraft of the other Contracting Party engaged in international air service;

(b) Spare parts imported into the territory of one Contracting Party for the maintenance or repair of aircraft of the designated airline of the other Contracting Party engaged in international navigation;

(c) Fuels and lubricants intended for aircraft used in international traffic by the designated airline of the other Contracting Party, even though such supplies be consumed during that part of the flight which takes place over the territory of the Contracting Party in which they were taken on board.

3. Regular equipment, supplies and stores on board the aircraft of one Contracting Party may not be unloaded in the territory of the other Contracting Party except with the consent of the Customs authorities of that territory. When so unloaded, they may be placed under the supervision of the said authorities until they are re-exported or are declared to Customs.

Article IV

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still valid shall be recognized as valid by the other Contracting Party for the purpose of operations on the air routes specified in the annex to this Agreement. Each Contracting Party reserves the right, however, to refuse to recognize as valid for flights over its own territory certificates of competency and licences issued to its own nationals by the other Contracting Party.

Article V

(a) The laws and regulations of each Contracting Party relating to the admission to 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 be applied to the aircraft of the airline of the other Contracting Party.

(b) Passengers, crews and shippers of goods shall be required, either personally or through a third party acting in their name and on their behalf, to comply with the laws and regulations in force in the territory of each Contracting Party governing the entry, stay and departure of passengers, crew and cargo such as those relating to entry, clearance, immigration, Customs and quarantine

Article VI

Each Contracting Party reserves the right to withhold an operating permit from an airline designated by the other Contracting Party or to revoke such a permit in the event of failure by that airline to comply with the laws and regulations referred to in article V or to fulfil its obligations under this Agreement.

This right shall be exercised only after consultation with the aeronautical authorities of the Contracting Parties in accordance with the procedure laid down in article VII below. If the services are already in operation, they shall not be interrupted while such consultations continue. Nevertheless, they may be suspended immediately in the event of any serious infringement of the laws and regulations pertaining to air safety.

Article VII

Either Contracting Party may at any time request consultation between the competent authorities of the two Contracting Parties concerning the interpretation, application or modification of this Agreement, including its annex.

Such consultation shall begin within sixty days from the date of the request therefor.

Such modifications are decided upon shall enter into force after they have been confirmed by an exchange of diplomatic notes.

Article VIII

1. In the event of a dispute between the Contracting Parties concerning the interpretation of this Agreement the Contracting Parties shall, at the request of either Party, in the first place endeavour to settle it by direct negotiation.

2. If the negotiations between the Contracting Parties fail to produce agreement within a period of sixty (60) days from the receipt of the above-mentioned request, the dispute shall, at the request of either Party, be referred for decision to a tribunal consisting of three arbitrators, to which each Party shall appoint one arbitrator, the two arbitrators thus appointed then appointing a third.

Each Contracting Party shall appoint one arbitrator within sixty (60) days from the receipt by one Contracting Party of the note sent by the other Contracting Party through the diplomatic channel requesting arbitration of the dispute, and the third arbitrator shall be appointed within the sixty (60) days following. If either Contracting Party fails to appoint an arbitrator in the period specified, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointments.

3. If the arbitral tribunal cannot arrive at an amicable settlement of the dispute, it shall take a decision by majority vote.

Unless the Contracting Parties agree otherwise, the arbitral tribunal shall establish its own rules of procedure and determine its place of meeting. It shall reach a decision within ninety (90) days after it has been set up.

4. The Contracting Parties undertake to comply with the arbitral award, which shall in every case be final.

5. Pending the settlement of any dispute in accordance with paragraphs 1, 2 and 3 of this article, nothing shall be done to prejudice or impair the rights, powers or privileges exercised or the operations carried out by virtue of this Agreement.

6. If and so long as either Contracting Party or an airline designated by either Contracting Party fails to comply with a decision given under paragraph 3 of this article, the other Contracting Party may limit, suspend or revoke with respect to the Contracting Party or airline in default the rights and privileges it has granted by virtue of this Agreement.

7. Each Contracting Party shall bear the cost of remuneration for the services of the arbitrator appointed by it, and half the costs of the remuneration of the third arbitrator.

Article IX

This Agreement and its annex shall be communicated to the International Civil Aviation Organization for registration.

Article X

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate this Agreement. Such notice shall simultaneously be communicated to the Council of the International Civil Aviation Organization.

Such notice being received, this Agreement shall cease to be in force twelve months after the date of receipt of the notice by the other Contracting Party, unless it is withdrawn by agreement before the expiry of this period. If the other Contracting Party fails to acknowledge receipt of the said notice, it shall be deemed to have been received fourteen days after its receipt by the Council of the International Civil Aviation Organization.

TITLE II

AGREED SERVICES

Article XI

The Government of the Federal Republic of Cameroon and the Government of the State of Israel grant to each other the right to have the air services specified in the route schedules appearing in the annex to this Agreement operated by a designated airline. The said services shall hereinafter be referred to as "agreed services".

Article XII

1. Before inaugurating the agreed services, the two designated airlines shall agree on the starting date, capacity and frequency of their respective services. They may not inaugurate these services before obtaining the agreement of their aeronautical authorities.

2. Nevertheless, before being authorized to inaugurate the agreed services, the designated airline may be called upon to satisfy the aeronautical authorities of the other Contracting Party that it fulfils the conditions prescribed by the laws and regulations which such authorities normally apply to the operation of international services.

3. The airline designated by one Contracting Party shall be agreed to by the other Party, subject to the provisions of articles VI and XIV.

Article XIII

The airline designated by the Government of the State of Israel under this Agreement shall enjoy, in Cameroonian territory, the right to set down and pick up international traffic in passengers, mail or cargo at the points and on the Israel routes listed in the annex hereto.

The airline designated by the Government of the Federal Republic of Cameroon under this Government shall enjoy, in Israel territory, the right to set down and pick up international traffic in passengers, mail or cargo at the points and on the Cameroonian routes enumerated in the annex hereto.

Article XIV

1. Each Contracting Party shall have the right not to grant the operating permits referred to in article XII, paragraph 2, whenever the said Party has no proof that substantial ownership and effective control of that airline are vested in the Contracting Party which designated the airline or in nationals thereof.

2. Each Contracting Party shall have the right to revoke an operating permit or to suspend the exercise, by the airline designated by the other Contracting Party, of the rights specified in article XII of this Agreement whenever it has no proof that substantial ownership and effective control of that airline are vested in the Contracting Party which designated the airline or in nationals thereof.

If either Contracting Party considers that it has insufficient evidence that this condition is fulfilled, it may, before granting the requested permit, initiate consultations in accordance with the procedure laid down in article VII. In the event of the failure of such consultations, recourse shall be had to arbitration in accordance with article VIII.

Notwithstanding the provisions of paragraph 1 of this article in application of :

—Articles 77 and 79 of the Convention on International Civil Aviation providing for the constitution, by two or more States, of joint operating organizations or international operating agencies, and

—Articles 4 and 2 and the annexed documents of the Treaty relating to Air Transport in Africa, signed at Yaoundé on 28 March 1961,

the Government of the Federal Republic of Cameroon reserves the right, which the Government of the State of Israel recognizes, to designate the company Air Afrique as the instrument chosen by the Federal Republic of Cameroon to operate the "agreed services".

Article XV

The airline designated by the two Contracting Parties shall be ensured equal treatment so that they may enjoy equal opportunities in the operation of the agreed services. Where they operate on the same routes they shall take one another's interests into account so as not to affect unduly their respective services.

Article XVI

(a) The designated airlines shall, not later than thirty days before the inauguration of the agreed services, notify the authorities of both Contracting Parties of the nature of the transport, the types of aircraft to be used and the time-tables envisaged. The foregoing shall also apply to subsequent modifications.

(b) The aeronautical authorities of each Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party, at their request, such periodic or other statistics relating to the designated airlines as may reasonably be requested for the purpose of verifying the capacity offered by a designated airline of the first Contracting Party. The statistics shall include all the particulars necessary to determine the volume, origin and destination of the traffic.

Article XVII

On all the routes appearing in the annex to this Agreement, the agreed services shall have as their primary objective the provision, at a load factor regarded as reasonable, of capacity adequate to satisfy the normal and reasonably foreseeable, requirements of international air traffic originating in or destined for the territory of the Contracting Party which has designated the airline operating the said services.

For the purpose of operating these services :

1. The capacity shall be divided equally among the Israel and Cameroonian airlines subject to the provisions of sub-paragraph 3 below.
2. The total capacity provided on each route shall be adapted to the reasonably foreseeable requirements.
3. In order to meet unforeseen or temporary traffic requirements on the routes in question, specified in the annex to this Agreement, the airlines designated by the two Contracting Parties shall agree upon the conditions under which the said services shall be operated. Such agreement, which shall take into account the capacities to be placed in operation by each operator, shall specify the frequency of services, the organization of time-tables, and, in general, the conditions under which the services are to be jointly operated by the designated airlines.

The agreement arrived at between the airlines and any changes introduced therein shall be submitted for approval to the competent aeronautical authorities of the two Contracting Parties.

If either Contracting Party does not wish to use, on one or more routes, part or all of the transport capacity allocated to it, it may come to an agreement with the other Contracting Party with a view to transferring to the latter, for a specified period, all or part of the transport capacity available to it to the extent specified.

The Contracting Party which transfers all or part of its rights may recover them at the end of the said period.

Article XVIII

If a third country should seek to obtain rights on one of the routes listed in the annex, the two Governments shall consult one another to examine the practical consequences of the exercise of such rights.

Article XIX

1. The tariffs to be charged on the agreed services operating on the Cameroonian and Israel routes specified in this Agreement shall, so far as possible, be fixed by agreement between the designated airlines.

These airlines shall proceed by direct agreement after consultation, where necessary, with any airlines of any third country operating on all or part of the same routes.

2. The tariffs for passengers and cargo on the routes specified in accordance with article I of this Agreement shall be fixed with due regard to all relevant factors, such as operating cost, reasonable profit, the characteristics of the various routes and the tariffs applied by all other airlines operating on the same routes or parts thereof. In fixing these tariffs, the provisions of the following paragraphs shall be observed.

3. All the tariffs so fixed shall be submitted to the aeronautical authorities of the two Contracting Parties for approval not less than thirty (30) days before the date proposed for their entry into force. This period may be reduced in special cases if the aeronautical authorities so agree.

4. Should the designated airlines fail to reach an agreement in accordance with paragraph 2 above, or should one of the Contracting Parties disagree with the tariffs submitted for its approval in accordance with paragraph 3 above, the aeronautical authorities of the two Contracting Parties shall, by agreement, fix the tariffs for the routes or parts thereof on which no agreement has been reached.

5. If the aeronautical authorities of the two Contracting Parties fail to reach an agreement as envisaged in paragraph 4 above, the provisions of article VIII of this Agreement shall apply. Pending an arbitral award, the Contracting Party expressing dissatisfaction with the tariffs shall have the right to require the other Contracting Party to maintain the tariffs previously in effect.

Article XX

This Agreement shall enter into force on the date of its signature.

IN WITNESS WHEREOF the undersigned plenipotentiaries, duly authorized by their respective Governments, have signed this Agreement.

Yaoundé, 9 August 1963 (19 Av 5723).

For the Government
of the Federal Republic of Cameroon :
(Signed) S. Tandeng MUNA

For the Government
of the State of Israel :
(Signed) Elhanan GAFNI

A N N E X

ROUTE SCHEDULE

Cameroonian route

From points in the Federal Republic of Cameroon to a point in the State of Israel and vice versa.

Israel route

From points in the State of Israel to a point in the Federal Republic of Cameroon and vice versa.

For the Government
of the Federal Republic of Cameroon :
(Signed) S. Tandeng MUNA

For the Government
of the State of Israel :
(Signed) Elhanan GAFNI