

No. 7267

**TUNISIA
and
LUXEMBOURG**

Air Transport Agreement (with annex and exchange of letters). Signed at Luxembourg, on 13 June 1960

Official text: French.

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

**TUNISIE
et
LUXEMBOURG**

Accord relatif aux transports aériens (avec annexe et échange de lettres). Signé à Luxembourg, le 13 juin 1960

Texte officiel français.

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

[TRANSLATION — TRADUCTION]

No. 7267. AIR TRANSPORT AGREEMENT¹ BETWEEN THE
REPUBLIC OF TUNISIA AND THE GRAND DUCHY
OF LUXEMBOURG. SIGNED AT LUXEMBOURG,
ON 13 JUNE 1960

The Government of the Republic of Tunisia and the Government of the Grand Duchy of Luxembourg, desiring to develop international co-operation in air transport to the fullest possible extent, in keeping with the spirit of the Convention on International Civil Aviation concluded at Chicago on 7 December 1944,² and desiring to conclude an agreement for the establishment of air services between and beyond the territories of their respective countries, have appointed their plenipotentiaries who, having been duly authorized for this purpose, have agreed as follows :

Article 1

(a) For the purpose of operating the international air services specified in the annex³ to this Agreement, the Contracting Parties grant each other, subject to the provisions of this Agreement, the following rights :

- (1) The right to fly without landing over the territory of the other Contracting Party ;
- (2) The right to pick up and set down in the said territory, at the points specified in the annex to this Agreement, international traffic in passengers, mail and cargo.

(b) Each Contracting Party shall designate one or more airlines to operate the agreed services.

Article 2

(a) Each Contracting Party shall, subject to the provisions of article 8 below, issue the requisite operating permit to the airline or airlines designated by the other Contracting Party.

(b) Nevertheless, before being authorized to inaugurate the services specified in the annex, such airlines may be called upon to provide proof of qualification in accord-

¹ Applied from 13 June 1960, the date of signature, in accordance with article 11 (a).

² See footnote 2, p. 30 of this volume.

³ See p. 155 of this volume.

ance with the laws and regulations normally applied by the aeronautical authorities issuing the operating permit.

Article 3

The operation of services between Tunisian territory and Luxembourg territory, in either direction, on the routes specified in schedules I and II of the annex to this Agreement constitutes a right of the two countries exercised in accordance with the following conditions :

(a) The capacity shall be divided equally between the Tunisian and Luxembourg airlines subject to the provisions of paragraph (c) below ;

(b) The total capacity provided on each route shall be adapted to the reasonably foreseeable requirements.

In order to meet unforeseen or temporary traffic requirements on these routes, the designated airlines shall decide among themselves upon appropriate measures to deal with such temporary increase in traffic. They shall report the same immediately to the aeronautical authorities of their respective countries, which may consult together if they see fit ;

(c) 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 shall come to an agreement with the other 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 4

(1) Rates for the agreed services shall be fixed at reasonable levels, regard being paid to all relevant factors, including economy of operation, reasonable profit and differences in the characteristics of the service, as well as the rates charged by other airlines regularly operating all or part of the specified route.

(2) The rates to be charged by each of the airlines designated under this Agreement in respect of traffic on any of the specified air routes between the territories of the two Contracting Parties, or between the territories of third countries and the territory of one of the Contracting Parties, shall be fixed either :

(a) In accordance with such rate resolutions as may have been adopted by an airlines organization of which the designated airlines are members, and accepted for that purpose by the two Contracting Parties, or

(b) By agreement between the designated airlines where these are not members of the same airlines organization or where no resolutions as referred to in paragraph (2) (a) above exist.

(3) The rates so fixed shall be submitted for approval to the aeronautical authorities of the two Contracting Parties and shall come into effect forty-five days after notice thereof is received by the said aeronautical authorities, unless either Contracting Party signifies its disapproval.

Article 5

(a) Fuel and spare parts introduced into or taken on board in the territory of one Contracting Party by the designated airline or airlines of the other Contracting Party and intended solely for use by the aircraft of that airline or those airlines shall enjoy the benefits of temporary entry regulations.

(b) Aircraft employed by the designated airline of one Contracting Party on the agreed services and fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board such aircraft shall be exempt in the territory of the other Contracting Party from customs duties and other similar duties and charges, even though such supplies be used or consumed on flights over that territory.

(c) Each Contracting Party agrees that the charges imposed or authorized for the use of its airports and other facilities by the airlines of the other Contracting Party shall not be higher than would be paid for the use of the said airports and facilities by its national aircraft engaged in similar international services.

Article 6

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party shall be recognized by the other Contracting Party for the purpose of operating the routes described in the annex. Each Contracting Party reserves the right, however, to refuse to recognize as valid for the purpose of flights over its own territory certificates of competency and licences issued to its own nationals by a third State.

Article 7

(a) The laws and regulations of one Contracting Party relating to entry into and departure from its territory of aircraft engaged in international navigation or to the operation and navigation of such aircraft while within its territory shall apply to aircraft of the airline or airlines of the other Contracting Party.

(b) Passengers, crews and consignors of cargo shall be required to comply personally or through a third party acting in their name and on their behalf with

the laws and regulations governing in the territory of each Contracting Party the admission, stay and departure of passengers, crews or cargo, such as those relating to entry, clearance, immigration, passports, Customs and quarantine.

Article 8

Each Contracting Party reserves the right to withhold or to revoke the operating permit of an airline designated by the other Contracting Party in any case where it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of one or the other Contracting Party, or in case of failure of such airline to comply with the laws and regulations referred to in article 7 or to fulfil its obligations under this Agreement.

Article 9

The Contracting Parties shall settle any dispute relating to the interpretation or application of this Agreement by direct agreement between the aeronautical authorities.

Settlements so reached shall be approved through the diplomatic channel.

If the aeronautical authorities fail to agree on a settlement, the Contracting Parties shall enter into negotiations through the diplomatic channel.

Article 10

This Agreement and all contracts relating thereto shall be registered with the Council of the International Civil Aviation Organization established by the Convention on International Civil Aviation signed at Chicago on 7 December 1944.

Article 11

(a) This Agreement shall be ratified and the instruments of ratification shall be exchanged at Tunis as soon as possible. Nevertheless, pending ratification, the Agreement shall be applied as from the date of signature.

(b) The competent aeronautical authorities of the Contracting Parties shall, in a spirit of close collaboration, consult together from time to time in order to satisfy themselves that the principles laid down in the Agreement and its annex are being applied and implemented in a satisfactory manner.

(c) This Agreement and its annex shall be brought into harmony with any multilateral agreement which may become binding on the two Contracting Parties.

(d) If either Contracting Party desires to modify the provisions of this Agreement or of its annex, it may request consultation between the competent authorities of the Contracting Parties, such consultation to begin within a period of sixty days from the date of the request. Any modification of the annex agreed upon by the said authorities shall enter into force as soon as it has been confirmed by an exchange of diplomatic notes.

(e) Either Contracting Party may at any time give notice to the other Party of its desire to terminate this Agreement. The notice shall be communicated simultaneously to the International Civil Aviation Organization. Following such notice, this Agreement shall terminate twelve months after the date of its receipt by the other Contracting Party, unless the said notice is withdrawn by agreement before the expiry of this period. In the absence of acknowledgment of its receipt by the Contracting Party to which it was addressed, the notice shall be deemed to have been received fourteen days after its receipt by the International Civil Aviation Organization.

Article 12

For the purpose of this Agreement and its annex, except where the text otherwise provides :

(a) The expression "aeronautical authority" means :

In the case of Tunisia :

The Secretariat of State for Industry and Transport — Civil Aeronautics and Meteorology Service, or any person or body authorized to perform the functions for which the Service is at present responsible.

In the case of Luxembourg :

The Ministry of Transport — Civil Aviation Department, or any person or body authorized to perform the functions for which the Ministry of Transport — Civil Aviation Department is at present responsible ;

(b) The expression "designated airline" means any airline which the aeronautical authorities of one Contracting Party shall have mentioned in a notice in writing to the aeronautical authorities of the other Contracting Party as the airline which the former Party intends to designate under articles 1 and 2 of this Agreement for the routes specified in the same notice ;

(c) The term "territory" shall have the meaning assigned to it in article 2 of the Convention on International Civil Aviation signed at Chicago on 7 December 1944 ;

(d) The definitions in article 96, paragraphs (a), (b) and (d) of the Convention on International Civil Aviation signed at Chicago on 7 December 1944 shall be regarded as applicable.

INITIALED at Tunis, on 25 March 1960.

DONE at Luxembourg, on 13 June 1960, in duplicate in the French language.

For the Government
of the Republic of Tunisia :
Mondher BEN AMAR
Ambassador of the Republic
of Tunisia to the Federal Republic
of Germany

For the Government
of the Grand Duchy of Luxembourg :
Eugène SCHAUS
Minister for Foreign Affairs
Pierre GRÉGOIRE
Minister for Transport

A N N E X

SCHEDULE I

Routes on which the Tunisian airline or airlines may operate

1. Points in Tunisia – Luxembourg, in both directions.
2. Points in Tunisia – intermediate points in Europe – Luxembourg, in both directions.
3. Points in Tunisia – Luxembourg and points beyond in Europe and America, in both directions.
4. Points in Tunisia – intermediate points in Europe – Luxembourg and points beyond in Europe and America, in both directions.

SCHEDULE II

Routes on which the Luxembourg airline or airlines may operate

1. Luxembourg – points in Tunisia, in both directions.
2. Luxembourg – intermediate points in Europe – points in Tunisia, in both directions.
3. Luxembourg – points in Tunisia and points beyond, in both directions.
4. Luxembourg – intermediate points – points in Tunisia and points beyond, in both directions.

EXCHANGE OF LETTERS

I

THE CHAIRMAN OF THE LUXEMBOURG DELEGATION

Confidential letter No. 1

Sir,

During the negotiations leading to the Air Transport Agreement between our two countries signed this day,¹ the two delegations reached agreement on the following :

Except as otherwise agreed by the designated airlines concerned, the privileges of the fifth freedom may not be exercised at the intermediate points in Europe on the Luxembourg services Nos. 2 and 4 and the Tunisian services Nos. 2 and 4 specified in the annex to this Agreement.

Accept, Sir, the assurances of my highest consideration.

The Chairman of the Tunisian Delegation

¹ See p. 145 of this volume.

II

THE CHAIRMAN OF THE TUNISIAN DELEGATION

Confidential letter No. 1

Sir,

You were good enough to address to me a letter of today's date the text of which reads as follows :

[See letter I]

I have the honour to confirm my agreement with the foregoing.

Accept, Sir, the assurances of my highest consideration.

The Chairman of the Luxembourg Delegation

III

THE CHAIRMAN OF THE TUNISIAN DELEGATION

Confidential letter No. 2

Sir,

During the negotiations leading to the Air Transport Agreement between the Government of the Republic of Tunisia and the Government of the Grand Duchy of Luxembourg, signed this day, the two delegations reached agreement on the following :

The expression "effective control" as used in article 8 of the Agreement does not relate to the technical or commercial management of any designated airline.

I have the honour to request you to confirm your agreement with the foregoing.

Accept, Sir, the assurances of my highest consideration.

The Chairman of the Luxembourg Delegation

IV

THE CHAIRMAN OF THE LUXEMBOURG DELEGATION

Confidential letter No. 2

Sir,

You were good enough to address to me a letter of today's date the text of which reads as follows :

[See letter III]

I have the honour to confirm my agreement with the foregoing.

Accept, Sir, the assurances of my highest consideration.

The Chairman of the Tunisian Delegation