

No. 7280

**CZECHOSLOVAKIA
and
SENEGAL**

**Air Transport Agreement (with annex). Signed at Prague,
on 20 June 1962**

Official texts: French and Czech.

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

**TCHÉCOSLOVAQUIE
et
SÉNÉGAL**

**Accord (avec annexe) relatif au transport aérien. Signé à
Prague, le 20 juin 1962**

Textes officiels français et tchèque.

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

[TRANSLATION — TRADUCTION]

No. 7280. AIR TRANSPORT AGREEMENT¹ BETWEEN THE CZECHOSLOVAK SOCIALIST REPUBLIC AND THE REPUBLIC OF SENEGAL. SIGNED AT PRAGUE, ON 20 JUNE 1962

The Government of the Czechoslovak Socialist Republic and the Government of the Republic of Senegal,

Desiring to promote air transport between Czechoslovakia and Senegal and to further, as much as possible, international co-operation in this field,

Wishing 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 PROVISIONS

Article 1

The Contracting Parties grant to each other the rights specified in this Agreement for the purpose of establishing the international civil air relations set out in the attached annex.³

Article 2

For the purpose of this Agreement and its annex :

1. The term "territory" shall have the meaning assigned to it by article 2 of the Convention on International Civil Aviation.

2. The term "aeronautical authorities" means :

in the case of Czechoslovakia, the Ministry of Transport and Communications, Aviation Department ;

in the case of Senegal, the Ministry of Transport and Telecommunications.

3. The term "agreed services" means all scheduled air services specified in the route schedule annexed to this Agreement.

¹ Applied provisionally from 20 June 1962, the date of signature, and came into force on 1 November 1963, one month after the date on which the Contracting Parties notified each other of its approval under their domestic laws, in accordance with the provisions of article 20.

² See footnote 2, p. 4 of this volume.

³ See p. 169 of this volume.

4. The term "designated airline" means an airline which one of the Contracting Parties has designated in writing to the other Contracting Party as the airline authorized to operate the agreed air services, in accordance with the provisions of Title II of this Agreement.

Article 3

1. Aircraft employed in international service by the designated airlines of one Contracting Party together with their normal equipment, reserves of fuel and lubricants and stores on board (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 that such equipment and stores remain on board the aircraft until re-exported.

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

- (a) Aircraft stores, irrespective of origin, introduced into the territory of one 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 designated airlines of the other Contracting Party engaged in international navigation.
- (c) Fuel and lubricants intended for aircraft used in international traffic by the designated airlines 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 aboard.

3. Fuel, lubricants, spare parts, regular equipment of aircraft and supplies on board for use in the operation of the agreed services may be stored at airports of one Contracting Party served by the airline designated by the other Contracting Party.

They may be so stored, after authorization by the customs authorities supervising the materials and supplies, until they are re-exported or until a customs declaration is made for them.

Article 4

1. 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 or airlines of the other Contracting Party.

2. Passengers, crew and shippers of goods shall be required to comply, either personally or through a third party acting in their name and on their behalf, with the laws and regulations in force in the territory of each Contracting Party governing

the entry, stay and departure of passengers, crews and cargo, such as those relating to entry, clearance, immigration, customs and health.

Article 5

Subject to the provisions of article 12, each Contracting Party reserves the right to withhold the operating permit from an airline designated by the other Contracting Party or to revoke such permit whenever, on sufficient grounds, it considers that it has no proof that substantial ownership and effective control of such airline are vested in the other Contracting Party or in nationals thereof, or in case of failure by that airline to comply with the laws and regulations referred to in article 4 or to perform its obligations under this Agreement.

This measure shall be applied only after consultation as provided for in article 6, unless an immediate suspension of operations is necessary in order to prevent further infringement of the laws and regulations.

Article 6

Either Contracting Party may at any time request consultation between the competent authorities of the two Contracting Parties for the purpose of modifying this Agreement.

Such consultations shall begin within sixty days from the date on which the request is received.

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

Article 7

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to denounce this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. The denunciation shall take effect one year after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement before the expiry of that period. If the Contracting Party receiving such notice fails to acknowledge it, the said notice shall be deemed to have been received fifteen days after its receipt at the headquarters of the International Civil Aviation Organization.

Article 8

1. In the event of a dispute between the Contracting Parties concerning the interpretation or application of this Agreement and its annex, the Contracting Parties shall settle it by direct negotiation between their aeronautical authorities or, if such negotiation fails to produce agreement, through the diplomatic channel.

2. If direct negotiation fails to produce an agreement within a period of ninety days, the Contracting Parties shall refer the dispute to arbitration. They shall appoint for this purpose a special arbitral tribunal consisting of three arbitrators, of which the first two shall be appointed by the Contracting Parties and the third shall be appointed by the said two arbitrators. If the two arbitrators cannot agree on the appointment of the third arbitrator, the two Contracting Parties shall request the International Civil Aviation Organization to appoint the third arbitrator, who shall act as chairman of the arbitral tribunal.

3. The Contracting Parties undertake to comply with all decisions given under the terms of this article.

4. So long as either Contracting Party fails to comply with the arbitral decisions, the other Contracting Party may limit, suspend or withdraw any rights or privileges granted by it, under this Agreement, to the Contracting Party in default. Each Contracting Party shall pay the remuneration for the services of its own arbitrator and half the remuneration of the chairman appointed.

TITLE II

AGREED SERVICES

Article 9

The Government of the Czechoslovak Socialist Republic and the Government of the Republic of Senegal grant to each other the right to have the air services specified in the route schedule appearing in the annex to this Agreement operated by one or more designated airlines.

Article 10

1. Subject to the provisions of article 5, each Contracting Party shall without delay issue the necessary operating permit to the designated airline of the other Contracting Party.

2. Nevertheless, before being authorized to inaugurate the agreed services, the designated airline may be required to satisfy the aeronautical authority of the other Contracting Party that it fulfils the conditions prescribed by the laws and regulations normally applicable by that authority to the operation of international air services.

Article 11

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

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

Article 12

Notwithstanding the provisions of article 5 of this Agreement, one Contracting Party may designate a joint airline constituted in accordance with articles 77 and 79 of the Convention on International Civil Aviation signed at Chicago on 7 December 1944.

Article 13

The airlines designated by each Contracting Party shall be ensured fair and equitable 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, in order that their respective services may not be unduly affected.

Article 14

1. The operation of services between Czechoslovak territory and Senegalese territory or vice versa, on the routes specified in the schedule annexed to this Agreement, constitutes a basic and primary right of the two countries.

2. For the purpose of operating these services :

- (a) The capacity shall be divided equally between the Czechoslovak and the Senegalese airlines. This division shall take account of the service of intermediate points and shall be subject to the reservations stated in sub-paragraph (c) below.
- (b) The total capacity provided on each route shall be adapted to reasonably foreseeable requirements.

In order to meet unforeseen or temporary traffic requirements on those routes, the designated airlines shall decide among themselves upon appropriate measures to deal with such temporary increase in traffic. They shall report such measures 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 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 15

1. Not less than thirty days before the agreed services are put into operation, the designated airlines shall notify the aeronautical authorities of both Contracting Parties of the nature of the transport, the types of aircraft used and the anticipated time-tables. The same rule shall apply in respect of subsequent changes, with the exception of temporary changes.

2. The aeronautical authorities of each Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party, on request, all regular statistical or other data held by the designated airlines that may be reasonably requested for the purpose of verifying the transport capacity offered by the designated airline of the first-mentioned Contracting Party. Such statistics shall contain all the particulars necessary to determine the volume of the traffic with the territory of the other Contracting Party, by points of picking-up and setting-down on the routes specified in the annex to this Agreement.

Article 16

The aeronautical authorities of both Contracting Parties agree to hold consultations whenever necessary for the purpose of ensuring close collaboration and co-ordinating their respective air services.

Article 17

1. The tariffs to be charged on the agreed services 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 such airlines of third countries as operate on all or part of the same routes.

2. The tariffs so fixed shall be submitted to the aeronautical authorities of each Contracting Party for approval, not less than thirty days before the date contemplated for their entry into force ; in special cases this time-limit may be reduced, subject to the agreement of the said authorities.

3. Should the designated airlines fail to agree on the fixing of a tariff in accordance with paragraph 1 above, or should one of the Contracting Parties make known its dissatisfaction with the tariff submitted to it in accordance with paragraph 2 above, the aeronautical authorities of the two Contracting Parties shall endeavour to reach a satisfactory solution.

In the last resort, the matter shall be referred to the arbitration provided for in article 8 of this Agreement.

Pending the announcement of the arbitral decision, the Contracting Party making known its dissatisfaction may require the other Contracting Party to maintain the tariffs previously in force.

Article 18

The airlines designated by each of the Contracting Parties are authorized to maintain on the territory of the other Contracting Party the technical and commercial personnel necessary for the satisfactory operation of their services, subject to the observance by such personnel of the regulations in force.

Article 19

Each Contracting Party undertakes to enable the other Contracting Party to transfer freely, at the official rate, any receipt in excess of expenditure accruing in its territory from the carriage of passengers, baggage, mail and cargo by the designated airline of the other Contracting Party. In all cases where payments between the Contracting Parties are regulated by a special agreement, the application of such agreement may be proposed.

FINAL PROVISIONS

Article 20

This Agreement shall be applied provisionally from the date of its signature. It shall enter into force one month after the date on which the two Contracting Parties shall have notified each other of its approval in accordance with their domestic laws.

Article 21

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

DONE at Prague on 20 June 1962, in duplicate in the Czech and French languages, both texts being equally authentic.

For the Government
of the Czechoslovak Socialist
Republic :

(Signed) Viliam ŠIROKÝ

For the Government
of the Republic of Senegal :

(Signed) Mamadou DIA

ANNEX

ROUTE SCHEDULE

I. *Senegalese routes :*

1. Dakar to Prague, and vice versa.
2. Dakar via Algiers and Zürich to Prague and beyond to a point in Europe, and vice versa

II. *Czechoslovak routes :*

1. Prague to Dakar, and vice versa.
2. Prague to Dakar and beyond to three points in South America.

1. All points on one or other of the above routes may, at the convenience of the airline designated by one Contracting Party, be omitted on any or all flights.

2. An airline designated by one of the Contracting Parties may serve one or more points other than those stated in the route schedule ; however, no traffic rights may be exercised between such point or points and the territory of the other Contracting Party, unless those rights have been specifically granted by the latter.
