

No. 7285

**FINLAND
and
FRANCE**

**Air Transport Agreement (with annex). Signed at Paris, on
12 October 1962**

Official text: French.

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

**FINLANDE
et
FRANCE**

**Accord (avec annexe) relatif aux transports aériens. Signé
à Paris, le 12 octobre 1962**

Texte officiel français.

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

[TRANSLATION — TRADUCTION]

No. 7285. AIR TRANSPORT AGREEMENT¹ BETWEEN THE
REPUBLIC OF FINLAND AND THE FRENCH REPUBLIC.
SIGNED AT PARIS, ON 12 OCTOBER 1962

The Government of the Republic of Finland and the Government of the French Republic, having acceded to the Convention on International Civil Aviation, signed at Chicago on 7 December 1944,² and desiring to facilitate air relations between their respective territories, have for this purpose appointed representatives who, being duly authorized, have agreed as follows :

TITLE I

GENERAL PROVISIONS

Article I

For the purposes of the present Agreement and its annex :³

(1) The term "aeronautical authorities" means, in the case of Finland, the Civil Aviation Office of the Ministry of Communications and Public Works, and, in the case of France, the Secretariat-General of Civil Aviation, or, in either case, any person or body authorized to perform the functions at present exercised by them.

(2) The term "designated airline" applies to any airline which has been selected by one of the Contracting Parties to operate the agreed services listed in the annex, and in respect of which notification has been sent to the aeronautical authorities of the other Contracting Party in accordance with the provisions of article XII of the present Agreement.

Article II

The aircraft of each Contracting Party shall have the right, in the territory of the other Party, to fly without landing across that territory and to land thereon for non-traffic purposes at airports open to international traffic.

¹ Applied provisionally from 12 October 1962, the date of signature, and came into force on 8 July 1963, one month after the date on which the Contracting Parties notified each other that their constitutional requirements had been fulfilled, in accordance with the provisions of article XVIII.

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

³ See p. 315 of this volume.

It is agreed that the aforesaid right does not apply in the case of zones where overflight is prohibited.

Article III

The airline or airlines of one of the Contracting Parties employed in air transport and serving the territory of the other Contracting Party may be required to furnish the aeronautical authorities of the latter Contracting Party with proof of capacity to fulfil the requirements prescribed under the laws and regulations normally applied by that Contracting Party to the operation of commercial airlines engaged in international air transport.

Article IV

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party during the period in which they are effective.

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 or by a third State.

Article V

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

(2) 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, crews and cargo, such as those relating to entry, clearance, immigration, customs and quarantine.

Article VI

(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 aircraft stores (including food-stuffs, 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 these 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 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 designated airlines of the other Contracting Party engaged in international navigation ;
- (c) Fuels 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) Regular equipment, supplies and stores on board the aircraft of one Contracting Party shall not be unloaded in the territory of the other Contracting Party save 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 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 the present Agreement.

Such consultation shall begin within thirty days from the date of receipt of the request.

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

Article VIII

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to denounce the present 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 this 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 IX

(1) Any dispute relating to the application or interpretation of the present Agreement which cannot be settled between the aeronautical authorities or between the Governments of the Contracting Parties in accordance with article VII shall, at the request of either Contracting Party, be referred to an arbitral tribunal.

(2) Such arbitral tribunal shall be composed of three members. Each of the two Governments shall appoint one arbitrator ; these two arbitrators shall then agree upon the appointment of a national of a third State as chairman.

If the two arbitrators have not been appointed within two months from the date on which one of the two Governments proposed that the dispute should be settled by arbitration, or if the arbitrators fail to agree on the appointment of a chairman within a further period of one month, either Contracting Party may request the President of the Council of ICAO 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.

(4) The Contracting Parties undertake to comply with any provisional measures ordered in the course of the proceedings and with the arbitral award, which shall in every case be final.

(5) If and so long as either Contracting Party fails to comply with the arbitral awards, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of the present Agreement to the Contracting Party in default. Each Contracting Party shall pay the remuneration of the chairman appointed.

Article X

The present Agreement and the annex thereto shall be communicated to the International Civil Aviation Organization for registration.

TITLE II

AGREED SERVICES

Article XI

The Government of the Republic of Finland shall grant to the Government of the French Republic and, reciprocally, the Government of the French Republic shall grant to the Government of the Republic of Finland the right to have the air services

specified in the route schedule set forth in the annex to the present Agreement operated by one or more designated airlines. The said services shall hereinafter be referred to as "agreed services".

Article XII

(1) On any agreed route, the agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to which the rights are granted under article XI of the present Agreement, provided that :

- (a) The Contracting Party to which the rights have been granted has designated one or more airlines which are to operate on such route, and that
- (b) The Contracting Party granting the rights has issued an operating permit to the airline or airlines concerned, which it shall do without delay subject to the provisions of paragraph 2 of this article and of article XIII, paragraph 1.

(2) Each designated airline may be required to furnish the aeronautical authorities of the other Contracting Party with proof that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied by those authorities for the operation of commercial air services on international routes.

Article XIII

(1) Each Contracting Party reserves the right to withhold or revoke the rights specified in article XIV, paragraph 1, of the present Agreement enjoyed by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of those rights, in any case where it is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or nationals of that Contracting Party.

(2) Each Contracting Party reserves the right to restrict or suspend the exercise by a designated airline of the other Contracting Party of the rights referred to in paragraph 1 above, or to impose such conditions as it may deem necessary on the exercise of those rights, in any case where the airline fails to comply with the laws and regulations of the Contracting Party which has granted the rights or with the conditions prescribed in the present Agreement.

Article XIV

(1) The airlines designated by each Contracting Party shall enjoy the right to pick up and set down international traffic in passengers, mail or cargo at the points mentioned in the annex to the present Agreement.

(2) They shall be ensured just and equitable treatment so that they may enjoy equal opportunities in the operation of the agreed services.

(3) They shall take one another's interests into account so as not to affect unduly their respective services.

Article XV

(1) The services specified in the route schedule of the present Agreement shall have as their primary purpose the provision, at a load factor regarded as reasonable, of capacity adequate to satisfy the normal and reasonably foreseeable requirements of air traffic originating in or destined for the Contracting Party which has designated the airline operating the said services.

In addition, the airlines designated by each Contracting Party may, within the limit of the over-all capacity stipulated in the preceding paragraph, satisfy the requirements of traffic between the territories of third States lying on the agreed routes and the territory of the other Contracting Party.

(2) Additional capacity over and above that mentioned in paragraph 1 above may be provided whenever it is warranted by the traffic requirements of the countries affected by the said services.

Article XVI

In the operation of the routes listed in the annex, the aeronautical authorities of both countries shall comply with the following rules :

(1) The total capacity placed in operation on each route shall be adapted to reasonably foreseeable requirements.

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

(2) The capacity referred to in paragraph (1) shall so far as possible be distributed equally between the Finnish and French airlines.

(3) If the aeronautical authorities of one Contracting Party do not wish to use, on one or more routes, all or part of the transport capacity allocated to them, they shall come to an agreement with the aeronautical authorities of the other Party with a view to transferring to the latter for a specified period all or part of the transport capacity available to them to the extent specified.

The authorities which transfer all or part of their rights may recover them at any time, subject, however, to a reasonable prior notice which may be laid down by common agreement in the arrangements provided in this paragraph.

(4) The airlines designated by the two countries 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 airline, shall specify the frequency of services, the organization of time-tables and the general conditions of operation ;

(5) Agreements reached between the airlines and any changes introduced therein shall be submitted to the aeronautical authorities of each country for approval.

Article XVII

(1) The tariffs to be charged on the agreed services operating on the Finnish and French 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.

Whenever possible, the airlines shall fix the tariffs in accordance with the procedure established by the International Air Transport Association.

(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 laid down for their entry into force ; in special cases, the time-limit may be reduced, subject to the agreement of the said authorities.

(3) If the designated airlines should 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 the provisions of 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 arbitration as provided in article IX of the present Agreement.

Pending the announcement of the arbitral award, the Contracting Party making known its dissatisfaction shall have the right to require the other Contracting Party to maintain the tariffs previously in force.

Article XVIII

The present Agreement shall enter into force one month after the date on which the Contracting Parties shall have notified each other that their respective constitutional requirements have been fulfilled.

The provisions of the present Agreement shall be applied provisionally as from the signature of the Agreement.

DONE at Paris, on 12 October 1962, in duplicate in the French language.

For the Government
of the Republic of Finland :

Reino PALAS

For the Government
of the French Republic :

A. JORDAN

A N N E X

FINNISH ROUTE :

From Finland, via one or two intermediate points in Europe to Paris.

FRENCH ROUTE :

From France, via one or two intermediate points in Europe to Helsinki.