

No. 7563

**SENEGAL
and
FRANCE**

**Air Transport Agreement (with annex). Signed at Paris
on 15 June 1962**

Official text: French.

Registered by the International Civil Aviation Organization on 3 February 1965.

**SÉNÉGAL
et
FRANCE**

**Accord (avec annexe) relatif au transport aérien. Signé à
Paris, le 15 juin 1962**

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 3 février 1965.

[TRANSLATION — TRADUCTION]

No. 7563. AIR TRANSPORT AGREEMENT¹ BETWEEN THE
REPUBLIC OF SENEGAL AND THE FRENCH REPUBLIC.
SIGNED AT PARIS, ON 15 JUNE 1962

The Government of the Republic of Senegal and the Government of the French Republic,

Desiring to promote the development of air services between Senegal and France and to further as much as possible international co-operation in this field,

Desiring to apply to such services 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 1

The Contracting Parties grant to each other the rights specified in this Agreement for the establishment of the international civil air services listed in the annex hereto.³

Article 2

For the purposes of this Agreement and its annex :

- (1) The term “ territory ” shall be understood as it is defined in article 2 of the Convention on International Civil Aviation.
- (2) The expression “ aeronautical authorities ” means :
 - In the case of the Republic of Senegal, the Ministry responsible for civil aviation,
 - In the case of the French Republic, the Secretariat-General for Civil Aviation,
 - Or, in either case, any person or body authorized to perform the functions presently exercised by them.

¹ Came into force on 15 June 1962, upon signature, in accordance with article 19.

² United Nations, *Treaty Series*, Vol. 15, p. 295; for subsequent actions relating to this Convention, see references in Cumulative Indexes Nos. 1 to 4, as well as Annex B in volumes 409 and 472.

³ See p. 19 of this volume.

Article 3

1. Aircraft operated on international services by the designated airlines of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall, upon entry into the territory of the other Contracting Party, be exempt from all customs duties, inspection fees and other similar taxes, duties and charges, provided such equipment and supplies remain on board the aircraft until re-exported.

2. The following shall also be exempt from the same duties and charges, excluding fees and charges levied as consideration for services rendered:

- (a) Aircraft stores irrespective of origin, obtained in the territory of either Contracting Party, within the limits fixed by the authorities of the said Contracting Party, and placed on board aircraft of the other Contracting Party engaged in international service;
- (b) Spare parts imported into the territory of either Contracting Party for the maintenance or repair of aircraft used in international navigation by the designated airlines of the other Contracting Party;
- (c) Fuels and lubricants intended for aircraft employed 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 on board.

3. Regular aircraft equipment, materials and stores retained on board the aircraft of either Contracting Party may 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 have been declared to customs.

Article 4

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 operating the air services specified in the annex hereto.

Each Contracting Party reserves the right, however, to refuse to recognize as valid for flight above its own territory certificates of competency and licenses granted to its own nationals by the other Contracting Party.

Article 5

(a) The laws and regulations of each Contracting Party relating to the admission to and 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 apply to aircraft of the airline or airlines of the other Contracting Party.

(b) Passengers, crews 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 quarantine.

Article 6

Subject to the provisions of article 13, 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 whenever it considers on sufficient grounds that it has no proof that substantial ownership and effective control of that airline are vested in the other Contracting Party or its nationals or in the case of failure by that airline to comply with the laws and regulations referred to in article 5 or to fulfil its obligations under this Agreement.

Article 7

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

Such consultation shall begin within thirty (30) days from the date of receipt of the request.

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

Article 8

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. The Agreement shall terminate 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 receipt thereof, the said notice shall be deemed to have been received fifteen (15) days after its receipt at the headquarters of the International Civil Aviation Organization.

Article 9

1. Any dispute relating to the interpretation or application of this Agreement which cannot be settled between the aeronautical authorities or between the Governments of the Contracting Parties in accordance with the provisions of article 7 shall, at the request of either Contracting Party, be referred to an arbitral tribunal.

2. Such arbitral tribunal shall consist of three members. Each of the two Governments shall appoint its arbitrator; these two arbitrators shall agree upon the appointment of a national of a third State as Chairman.

If the two arbitrators have not been appointed within two months after the date on which one of the two Governments proposed the arbitral settlement of the dispute, or if the arbitrators have not agreed upon the appointment of a Chairman within a further period of one month, each Contracting Party may request the President 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, it 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 all cases be considered 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 this Agreement to the Contracting Party in default.

6. 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 10

The Government of the Republic of Senegal and the Government of the French Republic grant 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. The said services shall hereinafter be referred to as "agreed services".

Article 11

1. The agreed services may be put into operation immediately or at a later date at the option of the Contracting Party to which the rights have been granted on condition that :

- (a) The Contracting Party to which the rights have been granted shall have designated one or more airlines to operate on the specified route or routes;
- (b) The Contracting Party granting the rights shall have given to the designated airline or airlines, under the conditions set forth in paragraph 2 below, the necessary operating permit, which shall be granted as promptly as possible, subject to the provisions of article 6 of this Agreement.

2. The designated airlines may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that they are qualified to fulfil the conditions prescribed by the laws and regulations normally applied by those authorities to the operation of commercial airlines.

Article 12

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

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

Article 13

For the operation of the agreed services, the Contracting Parties may in principle designate only airlines of which preponderant ownership is vested in the Contracting Party designating the airline or in nationals of either Contracting Party.

A Contracting Party which considers it has insufficient proof that this condition has been fulfilled may, before issuing the requested permit, require a consultation according to the procedure laid down in article 7. If such consultation produces no result, the matter shall be submitted to arbitration in accordance with article 9.

Pursuant to :

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

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

the Government of the Republic of Senegal reserves the right to designate the company Air Afrique as the instrument chosen by the Republic of Senegal for the operation of the agreed services, such designation being accepted by the Government of the French Republic.

Article 14

1. The operation of services between Senegalese territory and French territory and vice versa, on the routes specified in the schedule annexed¹ to this Agreement, shall constitute a basic and primordial right of the two countries.
2. The airlines designated by each of the two Contracting Parties shall be guaranteed fair and equitable treatment and shall enjoy equal opportunities and equal rights for the operation of the agreed services.
3. On common routes, they shall take their mutual interests into account so as not to affect unduly their respective services.

Article 15

On each of the routes specified in the annex to this Agreement, the agreed services shall have as their primary objective the provision, at a load factor deemed reasonable, of transport capacity adequate to meet the normal and reasonably foreseeable requirements of international air traffic from and to the territory of the Contracting Party which has designated the airline operating the said services.

The airline or airlines designated by one Contracting Party may, within the limit of the over-all capacity referred to in the first paragraph of this article, satisfy traffic requirements between the territories of third States situated on

¹ See p. 19 of this volume.

the agreed routes and the territory of the other Contracting Party, local and regional services being taken into account.

In order to meet unforeseen or temporary traffic demands on these same routes, the designated airlines shall agree among themselves on 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 consider it advisable.

If either Contracting Party should not wish to use, on one or more routes, part or all of the transport capacity which it is entitled to offer, it shall come to an agreement with the other Contracting Party for the purpose of transferring to the latter, for a specified period, all or part of the capacity in question.

The Contracting Party transferring all or part of its rights may recover them at the end of the specified period.

Article 16

The designated airlines shall inform the aeronautical authorities of the two Contracting Parties, not later than thirty (30) days before the inauguration of the agreed services, of the operating conditions, the types of aircraft to be used and the proposed time-tables. The same rule shall apply in respect of any subsequent changes.

Article 17

The two Contracting Parties agree to consult together whenever necessary in order to co-ordinate their respective air services. In such consultations they shall take into account statistics relating to traffic carried, which statistics they shall exchange regularly.

If a third country should propose acquiring rights on one of the routes listed in the annex, the two Governments shall consult together in order to consider the practical consequences which the exercise of such rights would involve.

Article 18

1. The tariffs to be applied in respect of the agreed services on the Senegalese and French routes specified in this Agreement shall be fixed as far as possible by agreement between the designated airlines.

The said airlines shall proceed by direct agreement after consultation, where necessary, with airlines of third countries operating on all or part of the same routes.

2. The tariffs so fixed shall be submitted for approval to the aeronautical authorities of each Contracting Party at least thirty (30) days before the proposed

date of their introduction. This period may be reduced in special cases, subject to the agreement of the said authorities.

3. If the designated airlines fail to agree on the fixing of a tariff in accordance with the provisions of paragraph 1 above, or if either Contracting Party makes known its disapproval of the tariff submitted to it in accordance with the provisions of paragraph 2 above, the aeronautical authorities of the two Contracting Parties shall try to reach a satisfactory settlement.

In the last resort, recourse shall be had to arbitration as provided for in article 9 of this Agreement.

Pending the announcement of an arbitral award, the Contracting Party which has given notice of its disapproval shall be entitled to require the other Contracting Party to maintain the tariffs previously in force.

FINAL PROVISIONS

Article 19

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

Article 20

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

DONE at Paris on 15 June 1962.

For the Government
of the Republic of Senegal :

The Minister of Transport
and Telecommunications,

Alioune TALL

For the Government
of the French Republic :

The Minister for Co-operation,

GORSE

ANNEX

ROUTE SCHEDULE

I. Senegalese route

From points in Senegalese territory, via intermediate points in the Canary Islands and the Iberian Peninsula, to Marseilles or Bordeaux and Paris and beyond to Western Europe.

II. *French route*

From points in French territory, via intermediate points in the Iberian Peninsula and the Canary Islands, to Dakar and beyond to :

- (a) South America,
- (b) Sierra Leone and Mali.

* * *

NOTES :

1. Any point on the routes listed above may, at the option of the designated airlines, be omitted on any or all flights.
 2. If, on a route linking the territories of the two Contracting Parties, one of the airlines designated by either Contracting Party serves one or more points other than those listed in the route schedule, no traffic right may be exercised between such point or points and the territory of the other Contracting Party.
 3. Some of the intermediate points listed in the route schedule may, at the option of the designated airlines, be treated as points beyond; similarly, some of the points beyond may be treated as intermediate points.
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