

No. 8154

**CZECHOSLOVAKIA
and
GUINEA**

Agreement concerning air services (with annex and exchange of letters). Signed at Prague, on 16 December 1961

Official texts: French and Czech.

Registered by the International Civil Aviation Organization on 15 March 1966.

**TCHÉCOSLOVAQUIE
et
GUINÉE**

Accord relatif aux services aériens (avec annexe et échange de lettres). Signé à Prague, le 16 décembre 1961

Textes officiels français et tchèque.

Enregistré par l'Organisation de l'aviation civile internationale le 15 mars 1966.

[TRANSLATION — TRADUCTION]

No. 8154. AGREEMENT¹ BETWEEN THE CZECHOSLOVAK SOCIALIST REPUBLIC AND THE REPUBLIC OF GUINEA CONCERNING AIR SERVICES, SIGNED AT PRAGUE, ON 16 DECEMBER 1961

The Government of the Czechoslovak Socialist Republic and the Government of the Republic of Guinea, desiring to promote civil air transport between and beyond their respective territories, and taking into account that they are both parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944,² have agreed as follows :

Article 1

Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing and operating agreed air services on the routes specified in the Annex. These services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted.

Article 2

1. Each Contracting Party shall have the right to designate an airline for the purpose of operating the agreed services on the specified routes.

2. On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this article, grant the appropriate operating authorization to the designated airline without delay.

3. The aeronautical authorities of one Contracting Party may require that an airline designated by the other Contracting Party is qualified to fulfil the conditions prescribed under the laws and regulations normally applied to the operation of international air services.

4. Each Contracting Party shall have the right to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the operating authorization or to impose such conditions in the grant as it may deem necessary if it is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or its nationals or in a case where the designated airline does not comply with the laws

¹ Applied from 16 December 1961, the date of signature, and came into force on 18 January 1964, the date on which the Contracting Parties notified each other of its approval by their appropriate authorities, in accordance with article 17.

² United Nations, *Treaty Series*, Vol. 15, p. 295; for the texts of the Protocols amending this Convention, see Vol. 320, pp. 209 and 217; Vol. 418, p. 161, and Vol. 514, p. 209.

and regulations of the Contracting Party granting the authorization or otherwise fails to fulfil the conditions prescribed in the present Agreement. This provision shall be applied only after previous consultation with the other Contracting Party.

Article 3

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

2. The laws and regulations of one Contracting Party relating to the entry into or departure from its territory of passengers, crew, mail or cargo of aircraft, such as regulations relating to entry, clearance, immigration, customs and quarantine, shall be applicable to the passengers, crew and cargo of the aircraft of the designated airline of the other Contracting Party on entry into or departure from and while within the territory of the first Contracting Party.

3. Passengers in transit across the territory of one Contracting Party shall be subject only to very simplified control formalities. Baggage and cargo in transit shall be exempt from customs duty, inspection fees and similar charges.

Article 4

1. The aircraft of the designated airline of one Contracting Party used for operating international transport services, as well as fuel, lubricating oils, regular aircraft equipment, spare parts and aircraft stores intended solely for use by such aircraft shall, when introduced into or taken from the territory of the other Contracting Party, be accorded exemption from customs duties and inspection fees even though such supplies are used or consumed by or on such aircraft on flights in the said territory.

2. Fuel, lubricating oils, regular aircraft equipment, spare parts and aircraft stores introduced into, or taken on board aircraft in, the territory of one Contracting Party by the designated airline of the other Contracting Party and intended solely for use by the aircraft of the latter Contracting Party shall, with respect to customs duties, inspection fees or other similar national duties and charges, be accorded treatment not less favourable than that granted to foreign airlines operating similar international services.

3. Fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores intended for use in the operation of the agreed services may be stored at airports served by the designated airline.

4. Articles exempt from customs duty under the provisions of paragraph 1 may not be discharged without the consent of the customs authorities of the other Contracting Party. If they cannot be used or consumed, they shall be

re-exported and shall, until exported, remain at the disposal of the designated airline, but under the supervision of the customs authorities, and may not in any circumstances be transferred.

Article 5

Each Contracting Party may impose or permit to be imposed just and reasonable charges for the use of airports and other facilities, provided that such charges shall not be higher than those paid by any other foreign airline operating similar international air services.

Article 6

1. The designated airline of one Contracting Party shall conduct its financial and commercial activities in the territory of the other Contracting Party in accordance with the latter Party's laws and regulations.

2. Each Contracting Party shall, subject to reciprocity, permit the designated airline of the other Contracting Party to transfer to its head office the income derived from air transport.

Article 7

The designated airline of each Contracting Party shall be entitled to maintain in the territory of the other Contracting Party the technical and commercial staff necessary for the proper operation of its services.

Article 8

1. The airline designated by each Contracting Party shall enjoy, while operating the agreed services, the right :

- (a) To discharge in the territory of the other Contracting Party passengers, mail and cargo taken on in the territory of its own State;
- (b) To take on in the territory of the other Contracting Party passengers, mail and cargo destined for the territory of its own State;
- (c) To discharge and take on in the territory of the other Contracting Party passengers, mail and cargo coming from or destined for the territory of third countries;
- (d) To omit stops at intermediate points specified in the Annex and situated in the territory of third countries.

2. Each Contracting Party shall grant to the designated airline of the other Contracting Party the following privileges :

- (a) To fly without landing across the territory of the other Contracting Party;
- (b) To make stops in the territory of the other Contracting Party for non-traffic purposes.

Article 9

1. The designated airlines of the Contracting Parties shall be guaranteed fair and equal treatment in the operation of the agreed services.
2. The capacity offered by the designated airline of each Contracting Party shall be reasonably adapted to traffic requirements.
3. The rights granted may not be misused by the designated airline of one Contracting Party to the detriment or disadvantage of the designated airline of the other Contracting Party.

Article 10

The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit, characteristics of the service and the tariffs of other airlines operating over the whole or part of the same route. These tariffs shall be established in accordance with the following provisions :

- (a) The tariffs shall, if possible, be agreed between the designated airlines in consultation with other airlines operating over the whole or part of the same route. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of the Contracting Parties. If the aeronautical authorities of either Contracting Party do not approve the tariffs, they shall so notify the aeronautical authorities of the other Contracting Party in writing within fifteen days following the date on which the tariffs were communicated to them or within such other period as may be agreed upon.
- (b) If the designated airlines fail to agree, or if the tariffs are not approved by the aeronautical authorities of either Contracting Party, the aeronautical authorities of both Contracting Parties shall endeavour to reach agreement on the tariffs to be established.
- (c) In the last resort, any dispute shall be settled according to the procedure provided for in article 12.
- (d) The tariffs already established shall remain in force until new tariffs are established in accordance either with this article or with article 12.

Article 11

The aeronautical authorities of the Contracting Parties shall consult each other from time to time in order to ensure in a spirit of close co-operation that the principles laid down in this Agreement are being satisfactorily applied, and they shall for this purpose exchange all necessary information.

Article 12

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement or the Annex thereto, the Con-

tracting Parties shall settle it by direct negotiations between their aeronautical authorities or, in case of failure of these negotiations, through the diplomatic channel.

2. If the direct negotiations do not lead to a settlement within a period of ninety days, the Contracting Parties shall submit the dispute to arbitration. For this purpose they shall appoint a special arbitral tribunal composed of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. If the two arbitrators cannot agree on the appointment of the third, the Contracting Parties shall request the International Civil Aviation Organization to appoint the third arbitrator, who shall be the chairman of the arbitral tribunal.

3. The Contracting Parties undertake to comply with any decision given under this article.

Article 13

1. Either Contracting Party may at any time suggest to the other Contracting Party any modifications of the present Agreement or the Annex thereto which it may consider desirable. Negotiations between both Contracting Parties on any such modification shall be inaugurated not later than sixty days after the submission by one Contracting Party of the modification proposal and may be conducted directly between the aeronautical authorities of the two Contracting Parties.

2. Modifications of the Agreement shall come into effect when confirmed by an exchange of diplomatic notes between the Contracting Parties.

3. Modifications of the annex shall be applied provisionally as soon as agreement is reached between the aeronautical authorities in the matter and shall enter into force definitively when confirmed by an exchange of diplomatic notes between the two Contracting Parties.

Article 14

For the purposes of the present Agreement and the Annex thereto :

1. The term "aeronautical authorities" means, in the case of the Czechoslovak Socialist Republic, the Ministry of Transport—Aviation Department or any organ authorized to perform the functions presently exercised by the aforesaid authority, and, in the case of the Republic of Guinea, the Ministry of Public Works and Transport—Department of Civil Aviation or any organ authorized to perform the functions presently exercised by the aforesaid authority;

2. The terms "agreed services" and "specified routes" mean the international air services and the routes specified in the annex to the present Agreement.

3. The term "designated airline" means an airline that one Contracting Party has notified to the other Contracting Party as being the airline which will operate any of the agreed services.

Article 15

The annex to this Agreement shall be deemed to be an integral part of the Agreement, and all references to the Agreement shall include references to the annex except where otherwise expressly provided.

Article 16

1. The present Agreement shall be registered with the International Civil Aviation Organisation.

2. Either Contracting Party may at any time terminate the present Agreement. It shall give notice of such termination to the other Contracting Party and shall simultaneously so inform the International Civil Aviation Organization. The Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn before the expiry of this period with the agreement of the other Contracting Party. In the absence of an acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

Article 17

The present Agreement shall enter into force on the date on which the Contracting Parties have notified each other of its approval by their appropriate authorities.

It is, however, agreed by the Contracting Parties that the provisions of the present Agreement shall be applied from the date of its signature.

IN WITNESS WHEREOF the undersigned plenipotentiaries, having been duly authorized to that effect by their respective Governments, have signed the present Agreement.

DONE at Prague on 16 December 1961, in duplicate, in the Czech and French languages, both texts being equally authentic.

For the Government
of the Czechoslovak Socialist Republic:

M. MURIN

For the Government
of the Republic of Guinea :

DIALLO SAIKOU YAYA

A N N E X

SECTION I

Czechoslovak services

The Government of the Republic of Guinea shall grant to the airline designated by the Government of the Czechoslovak Socialist Republic authorization to operate the following air services :

1. Prague–Zurich or Geneva or Marseilles–Rabat or Casablanca or Meknès–Dakar–Conakry and beyond to points to be determined by agreement between the aeronautical authorities.
2. Prague–intermediate points–Conakry and points beyond, the intermediate points and points beyond to be determined by agreement between the aeronautical authorities.

SECTION II

Guinean services

The Government of the Czechoslovak Socialist Republic shall grant to the airline designated by the Government of the Republic of Guinea authorization to operate the following air services :

1. Conakry–Accra–Kano–Khartoum–Cairo–Belgrade–Prague and beyond to points to be determined by agreement between the aeronautical authorities.
2. Conakry–intermediate points–Prague and points beyond, the intermediate points and points beyond to be determined by agreement between the aeronautical authorities.

EXCHANGE OF LETTERS

I

CHAIRMAN OF THE CZECHOSLOVAK GOVERNMENT DELEGATION

Prague, 16 December 1961

Sir,

I have the honour to inform you that in the course of our discussions on the Agreement between the Czechoslovak Socialist Republic and the Republic of Guinea concerning air services, which was signed this day, we agreed on the following arrangement with regard to the existing air communications.

The airline Air Guinée shall be authorized to begin operating the following service immediately :

Conakry – Accra – Kano – Khartoum – Cairo – Belgrade – Prague – Moscow.

With regard, however, to the question of fifth-freedom traffic rights between Prague and Moscow, the Czechoslovak delegation will give an opinion at a later time after examining the matter.

The airline Československé Aerolinie shall be authorized to operate the following air service :

Prague — Zurich or Geneva or Marseilles — Rabat or Casablanca or Meknès — Dakar — Conakry — Bamako.

With regard to the second weekly flight on the Prague-Conakry route operated by the airline Československé Aerolinie, which that airline proposes to inaugurate at the beginning of next year, the Guinean delegation has taken note of the request of the Czechoslovak Party and states its intention to transmit that request to the competent Guinean authorities in order that a decision may be taken on it as soon as possible.

I would ask you, Sir, to be good enough to confirm that the foregoing also represents the view of the Guinean delegation.

Accept, Sir, the assurances of my highest consideration.

M. MURÍN

Mr. Diallo Saikou Yaya
Chairman of the Guinean Government Delegation
Prague

II

CHAIRMAN OF THE GUINEAN GOVERNMENT DELEGATION

Prague, 16 December 1961

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows :

[See letter I]

I have the honour, Sir, to confirm that the contents of your letter also express the view of the Guinean Government Delegation.

Accept, Sir, the assurances of my highest consideration.

SAIKOU

Mr. Martin Murín
Chairman of the Czechoslovak Government Delegation
Prague