

No. 8214

**ALGERIA
and
FRANCE**

**Air Transport Agreement (with route schedules). Signed
at Paris, on 18 February 1963**

Official text: French.

Registered by the International Civil Aviation Organization on 3 June 1966.

**ALGÉRIE
et
FRANCE**

**Accord relatif au transport aérien (avec tableaux de routes).
Signé à Paris, le 18 février 1963**

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 3 juin 1966.

[TRANSLATION¹ — TRADUCTION²]

NO. 8214. AIR TRANSPORT AGREEMENT³ BETWEEN
FRANCE AND ALGERIA. SIGNED AT PARIS, ON
18 FEBRUARY 1963

The Government of the French Republic,

and the Government of the Democratic and Popular Republic of Algeria,

desiring to encourage the development of air transport between the French Republic and the Democratic and Popular Republic of Algeria, and to further as much as possible international co-operation in this field, and being guided by the principles and provisions of the International Civil Aviation Convention signed at Chicago on 7 December 1944;⁴

have agreed as follows :

Article 1

The Contracting Parties grant each other the rights and privileges specified in this Agreement for the purpose of establishing international civil air services.

CHAPTER I

DEFINITIONS

Article 2

For the purposes of the present Agreement and its Annex :

- (1) The word "territory" shall have the meaning assigned to it in Article 2 of the Convention on International Civil Aviation.
- (2) The expression "aeronautical authorities" means, in the case of France, the Secrétariat Général à l'Aviation Civile and, in the case of Algeria, the Directorate of Civil Aviation or, in both cases, any person or body duly authorized by the Contracting Party to which such person or body is answerable, to assume the functions at present exercised by the above-mentioned agencies.

¹ Translation by the Secretariat of the International Civil Aviation Organization.

² Traduction du Secrétariat de l'Organisation de l'aviation civile internationale.

³ Applied provisionally from 18 February 1963, the date of signature, in accordance with article 23.

⁴ See footnote 2, p. 135 of this volume.

- (3) The expression "agreed services" means the scheduled commercial air services specified in the route schedules listed in the Annex to this Agreement.
- (4) The expression "designated airlines" means any airline designated by either Contracting Party to operate the agreed services.

CHAPTER II

GENERAL PROVISIONS

Article 3

The laws and regulations of each Contracting Party relating to the admission to, stay in 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 be applied to aircraft of the other Contracting Party.

Crews, passengers, and consignors of cargo, shall be bound either in person or through third parties acting in their name and on their behalf, to comply with the laws and regulations in force in the territory of each Contracting Party as to admission to, stay in and departure from the territory of the other Contracting Party of crews, passengers and cargo, such as regulations relating to entry, immigration, emigration, passports, clearance, customs and health.

Article 4

Certificates of airworthiness, certificates of competency, and licences issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the air routes specified in the attached Annex.

Either Contracting Party reserves the right, however, to refuse to recognize as valid, for the purpose of flight over its own territory, certificates of competency and licences issued to its own nationals by the other Contracting Party in the event that these certificates and licences do not conform to the standards of the International Civil Aviation Organization.

Article 5

(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 foodstuffs, beverages and tobacco) shall be exempt from all customs duties, inspection fees and other similar duties and taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft until such time as they are re-exported.

(2) There shall also be exempt from the same duties and taxes, with the exception of charges and taxes corresponding to services performed :

- (a) fuel and lubricants acquired in the territory of either Contracting Party and destined to supply aircraft operated on international services by the designated airlines of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board ;
- (b) aircraft stores of whatever origin acquired in the territory of either Contracting Party within limits fixed by the authorities of said Contracting Party and taken on board aircraft operated on international services by the designated airlines of the other Contracting Party ;
- (c) spare parts imported into the territory of either Contracting Party for the maintenance or repair of aircraft operated on international services by the designated airlines of the other Contracting Party.

(3) Regular aircraft equipment, materials, supplies of fuels, lubricants, and aircraft stores, as well as spare parts on board aircraft of either Contracting Party engaged in international services may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of said Contracting Party. In such cases they may be placed under the supervision of said customs authorities until such time as they are re-exported or entered on a customs declaration.

(4) Equipment, stores and material in general which have enjoyed favoured treatment by virtue of the above paragraphs on arrival in the territory of either Contracting Party, may not be alienated save with the authorization of the customs authorities of said Contracting Party.

Article 6

Each Contracting Party reserves the right to withhold or revoke the operating authorization of an airline designated by the other Contracting Party in any case where, for valid reasons, it is not satisfied that predominant ownership and effective control of the airline are vested in the other Contracting Party or in its nationals, or in case the airline fails to comply with the laws and regulations referred to in Article 3 or otherwise fails to fulfil its obligations under this agreement.

CHAPTER III AGREED SERVICES

Article 7

The Government of the French Republic grants the Government of the Democratic and Popular Republic of Algeria, and reciprocally, the Government of the

Democratic and Popular Republic of Algeria, grants the Government of the French Republic, the right to have the agreed services specified in the route schedules listed in the Annex to this Agreement operated by one or more designated airlines.

Article 8

The agreed services shall be operated by one or more airlines designated by each Contracting Party for the purpose of operating the route or routes specified. Such designation shall be notified in advance to the other Contracting Party.

Article 9

The operation of the agreed services by any designated airline is subject to the concession of an operation authorization by the Contracting Party which grants the rights.

Such operating authorization shall be granted to the airline or airlines concerned at the earliest possible time, subject to Articles 6 and 10 of this Agreement.

Article 10

The designated airlines shall be bound, if required, to satisfy the aeronautical authorities of the Contracting Party which grants the rights that they are qualified to fulfil the requirements prescribed by the laws and regulations normally applied by said Contracting Party to the operation of commercial airlines.

Article 11

The agreed services may be inaugurated forthwith or at a later date at the option of the Contracting Party to which the rights are granted.

Article 12

Pursuant to this Agreement, the airline or airlines designated by either Contracting Party shall have the right in the territory of the other Contracting Party to pick up and set down international traffic in passengers, mail and cargo at the stopping points and on the routes enumerated in the attached Annex under the conditions laid down in the following Articles.

Article 13

The designated airlines of the two Contracting Parties shall be afforded fair and equitable treatment in order that they may enjoy equal opportunity in the operation of the agreed services.

On routes common to both, they shall take into consideration their mutual interests so as not to affect unduly their respective services.

Article 14

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

Additional capacity may be provided over and above the capacity referred to in the first paragraph of this Article whenever traffic requirements so warrant.

Article 15

In the event that a third State intends to acquire rights on one of the routes enumerated in the route schedules in the Annex, the two Governments shall consult to consider the practical consequences which would ensue from the exercise of these rights.

Article 16

(1) Rates shall be fixed at reasonable levels, due regard being paid to economical operation, the characteristics of each service and the rates proposed by other airlines operating all or part of the same route.

(2) The rates to be charged on the agreed services shall be fixed, as far as possible, by agreement between the designated airlines.

These airlines shall proceed :

- (a) either by direct agreement after consulting, if necessary, airlines of third countries operating all or part of the same routes,
- (b) or by implementing the resolutions adopted by the International Air Transport Association.

(3) The rates so agreed shall be submitted to the approval of the aeronautical authorities of each Contracting Party not later than thirty (30) days before the proposed date of their entry into force ; in special cases this time limit may be reduced, subject to the consent of these authorities.

(4) If the designated airlines cannot agree to a rate in accordance with the provisions of paragraph (3) above, or if either of the Contracting Parties gives notice of its dissatisfaction with any rate submitted to it under the provisions of paragraph (4)

above, the aeronautical authorities of the Contracting Parties shall endeavour to reach a satisfactory settlement.

In the absence of agreement the matter shall be referred to arbitration in accordance with Article 20 of this Agreement.

Until such time as a decision has been given by the arbitral tribunal, the Contracting Party which has notified its dissatisfaction shall have the right to require the other Contracting Party to maintain the rates previously in force.

Article 17

With effect from the entry into force of this Agreement the aeronautical authorities of the two Contracting Parties shall exchange, at the earliest possible opportunity, information relating to the authorizations issued to the designated airline or airlines insofar as they concern the operation of the agreed services.

This information shall include in particular a copy of the authorizations granted, of any amendments thereto and of all annexed documents.

The designated airlines shall inform the aeronautical authorities of the two Contracting Parties, not later than thirty (30) days before the inauguration of their respective services, of the timetables, the frequencies and the types of aircraft to be used, as well as of any subsequent modifications which may be made therein.

CHAPTER IV

REVISION ; TERMINATION ; DISPUTES

Article 18

Consultation between the competent authorities of the two Contracting Parties may be requested at any time by either Party concerning the interpretation, application or amendment of this Agreement.

Such consultation shall commence not later than thirty (30) days after the request is received.

Agreed amendments to this Agreement shall come into force after their confirmation by an exchange of diplomatic Notes.

Article 19

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 eight (8) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of that period.

In the absence of acknowledgement by the Contracting Party which receives such notice, the said notice shall be deemed to have been received fifteen (15) days after the receipt of the notice at the Headquarters of the International Civil Aviation Organization.

Article 20

(1) In the event that any dispute relating to the interpretation or application of this Agreement cannot be settled in accordance with Article 18, either between the aeronautical authorities or between the Governments of the Contracting Parties, it shall be referred, at the request of either Contracting Party, to an arbitral tribunal.

(2) This tribunal shall be composed of three members. Each of the two Governments shall designate an arbitrator and these two arbitrators shall agree on the appointment of a national of a third State as Chairman.

If, within a period of two months from the date on which one of the two Governments proposed arbitration of the dispute, the two arbitrators have not been designated, or if in the course of the ensuing month the arbitrators have not agreed on the appointment of a Chairman, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to make the necessary appointments.

(3) Unless the Contracting Parties agree otherwise, the tribunal shall draw up its own rules and choose its own venue.

(4) If the arbitral tribunal fails to settle the dispute by negotiation, it shall render its decision by majority vote.

(5) The Contracting Parties undertake to comply with any provisional measures adopted in the course of the hearing and with the arbitral decision, which shall be deemed final in all cases.

(6) If and so long as either Contracting Party fails to comply with the decisions of the arbitrators, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default.

(7) Each Contracting Party shall bear the expenses of its arbitrator and a moiety of the expenses of the appointed Chairman.

CHAPTER V

FINAL PROVISIONS

Article 21

The list of privileges, concessions or authorizations previously granted on whatever grounds by the Government of the French Republic to the airlines of third parties shall be delivered to the Government of the Democratic and Popular Republic of Algeria for the purpose of any negotiations which the latter may have to conduct with each Government concerned for a review of such authorizations, concessions or privileges.

Article 22

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

Article 23

This Agreement shall be implemented provisionally on the date of signature. It shall take effect definitively one month after the date on which the two Contracting Parties notify each other of the completion of their respective constitutional processes.

DONE at Paris, 18 February 1963.

For the Government
of the French Republic :

For the Government of the Democratic
and Popular Republic of Algeria :

The Secretary of State
to the Prime Minister,
responsible for Algerian Affairs,

Jean DE BROGLIE

The Minister of Reconstruction,
Public Works and Transport,

Ahmed BOUMENDJEL

ROUTE SCHEDULES

I. *French routes*

Points in France to points in Algeria in both directions.

II. *Algerian routes*

Points in Algeria to points in France in both directions.

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Being unable to assess the relative value of fifth freedom traffic rights beyond the territory of France or the territory of Algeria for their chosen instruments, the Contracting Parties have taken no decision concerning these rights.

They have agreed to consult on this subject at a later date.