

**No. 8701**

---

**ALGERIA**  
**and**  
**TUNISIA**

**Air Transport Agreement (with annex). Signed at Tunis, on  
1 September 1963**

*Official text: French.*

*Registered by the International Civil Aviation Organization on 31 July 1967.*

---

**ALGÉRIE**  
**et**  
**TUNISIE**

**Accord relatif aux transports aériens (avec annexe). Signé à  
Tunis, le 1<sup>er</sup> septembre 1963**

*Texte officiel français.*

*Enregistré par l'Organisation de l'aviation civile internationale le 31 juillet 1967.*

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

No. 8701. AIR TRANSPORT AGREEMENT<sup>3</sup> BETWEEN THE REPUBLIC OF TUNISIA AND THE DEMOCRATIC AND POPULAR REPUBLIC OF ALGERIA. SIGNED AT TUNIS, ON 1 SEPTEMBER 1963

---

The Government of the Republic of Tunisia and the Government of the Democratic and Popular Republic of Algeria, desiring to encourage the development of air services between Tunisia and Algeria and to promote in the greatest possible measure the development of international co-operation in this field, and desiring to apply to these services the terms and principles of the Convention on International Civil Aviation signed at Chicago on 7 December 1944<sup>1</sup>, agree as follows:

*Article 1*

For the purposes of this Agreement and its Annexes:

(a) the expression "the Convention" means the Convention on International Civil Aviation signed at Chicago on 7 December 1944 and all amendments adopted in accordance therewith.

(b) the word "territory" shall have the meaning assigned to it in Article 2 of the Convention.

(c) the expression "aeronautical authorities" shall mean, in the case of Tunisia, the State Secretariat of Public Works and Housing — Department of Air and Maritime Transport, and in the case of Algeria, the Ministry of Public Works, Reconstruction and Transport—Directorate of Transport—Civil Aviation Branch, or in both cases any person or body authorized to assume the functions at present exercised by these agencies.

(d) the expression "agreed services" means the air services specified in the route schedule in Annex 1 to this Agreement.

(e) the expression "designated airline" means any airline which one of the Contracting Parties has chosen to operate the agreed services enumerated in Annex 1 and whose designation has been notified to the aeronautical authorities of the other Contracting Party in accordance with Article 9 of this Agreement.

---

<sup>1</sup> Translation by the International Civil Aviation Organization.

<sup>2</sup> Traduction de l'Organisation de l'aviation civile internationale.

<sup>3</sup> Applied provisionally from 1 September 1963, the date of signature, in accordance with article 19.

<sup>4</sup> 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.

*Article 2*

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

(b) Passengers, crews and consignors of cargo shall be bound, either in person 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 as to admission to, stay in and departure from the territory of the other Contracting Party of passengers, crews or cargo such as regulations relating to entry, departure, clearance, immigration, emigration, passports, customs, currency and quarantine.

*Article 3*

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.

However, either Contracting Party reserves the right 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 cases where such certificates and licences do not conform to the standards of ICAO (the International Civil Aviation Organization).

*Article 4*

(a) Aircraft operated on international services by the designated airline or airlines of either Contracting Party, as well as the fuels, lubricants, spare parts, tools, regular equipment and stores on board the aircraft shall be entirely exempt from all customs duties, inspection fees and other duties or taxes upon arriving in or leaving the territory of the other Contracting Party.

(b) Fuels, lubricants and aircraft stores taken on board in the territory of either Contracting Party for use on aircraft of the designated airline or airlines of the other Contracting Party engaged in an international service shall be entirely exempt from customs duties and other taxes and charges.

(c) There shall also be exempt from customs duties and other taxes and fees, with the exception of charges corresponding to the service performed, spare parts, tools and equipment introduced into the territory of either Contracting Party for

the maintenance or repair of aircraft used on international services by the designated airline or airlines of the other Contracting Party.

(d) Articles which have been accorded favoured treatment under paras (a), (b) and (c) above may be deposited at the airports of either Contracting Party by the designated airline or airlines of the other Contracting Party and may not be alienated without the permission of the competent authorities.

In the event that they are not used or fitted to an aircraft, they may be re-exported free of customs duties and other taxes and charges.

(e) Articles exempted from customs duties and other taxes and charges under paras (a), (b) and (c) above shall remain at the disposal of the airline to which they belong, subject to appropriate customs control.

#### *Article 5*

Each Contracting Party grants to the airline or airlines of the other Contracting Party the right to transfer to its head offices the balance of receipts accruing from operation of the agreed services in accordance with the payments agreement governing financial relations between the two Contracting Parties.

#### *Article 6*

Each of the Contracting Parties grants to the airline or airlines of the other Contracting Party the right to maintain on its territory the technical, administrative and commercial services essential to its activity.

To the extent that the designated airline or airlines waive their right to have an organization of their own at certain points on the territory of the other Contracting Party, it or they shall as far as possible entrust the airport personnel or the staff of a designated airline of the other Contracting Party with the discharge of any work required.

#### *Article 7*

(a) Each Contracting Party grants to any designated airline of the other Contracting Party:

- (1) the right to fly without landing across its territory;
- (2) the right to make stops in the said territory for non-traffic purposes.

(b) For the implementation of para (a) above, each Contracting Party may designate the routes to be followed over its territory by the airline or airlines of the other Contracting Party as well as the airports which may be used.

*Article 8*

The Government of the Republic of Tunisia grants to the Government of the Democratic and Popular Republic of Algeria the right to have the agreed services specified in the route schedule listed in Annex 1 to this Agreement operated by one or more airlines designated by it.

The Government of the Democratic and Popular Republic of Algeria grants to the Government of the Republic of Tunisia the right to have the agreed services specified in the route schedule listed in Annex 1 to this Agreement operated by one or more airlines designated by it.

*Article 9*

(a) The agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted on condition that:

- (1) the Contracting Party to whom the rights are granted has designated one or more airlines to operate the agreed service specified in Annex 1 to this Agreement;
- (2) the Contracting Party granting the rights has given—under the terms of para (b) below—the appropriate operating permission to the airline or airlines concerned, which it shall do with the least possible delay subject to the provisions of Article 10 of this Agreement.

(b) 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 under the laws and regulations normally applied by those authorities to the operation of international air services.

*Article 10*

Either Contracting Party shall have the right to refuse to grant the operating authorization referred to in Article 9 of this Agreement to a designated airline of the other Contracting Party, or to revoke such authorization in any case where, for valid reasons, it is not satisfied that predominant ownership and effective control of that airline are vested in the other Contracting Party or in its nationals, or in the case of failure by that airline to comply with the laws and regulations prescribed in Article 2 or to perform its obligations under this Agreement and its Annexes.

*Article 11*

The airline or airlines designated by the Government of the Republic of Tunisia under this Agreement shall have the right in the territory of the Democratic

and Popular Republic of Algeria to pick up and set down international traffic in passengers, mail and cargo at the stopping points and on the Tunisian routes enumerated in Annex 1 to this Agreement.

The airline or airlines designated by the Government of the Democratic and Popular Republic of Algeria under this Agreement shall have the right in Tunisian territory to pick up and set down international traffic in passengers, mail and cargo at the stopping points and on the Algerian routes enumerated in Annex 1 to this Agreement.

#### *Article 12*

The designated airlines shall enjoy equal rights in the operation of the agreed services between the territories of the Contracting Parties.

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

#### *Article 13*

On each of the routes listed in Annex 1 to this Agreement the agreed services shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to meet the normal and reasonably foreseeable requirements of international air traffic from or to the territory of the Contracting Party designating the airline which operates the said services.

Within the limit of the overall capacity referred to in the first paragraph of this Article, the airline or airlines designated by one of the Contracting Parties may satisfy traffic demands between the territories of third States situated along the agreed routes and the territory of the other Contracting Party, taking into account local and regional services.

Additional capacity may be provided by the designated airlines over and above that referred to in the first paragraph of this Article, subject to agreement by the aeronautical authorities of the two Contracting Parties, whenever a temporary increase in traffic on these routes so warrants.

#### *Article 14*

The rates of the agreed services shall be fixed at reasonable levels, due regard being paid to all relevant factors including economical operation, reasonable profit, the characteristics of each service and the rates applied by other airlines operating all or part of the same route. The rates shall be fixed in accordance with the following provisions:

- (a) Rates shall be fixed, as far as possible, by agreement between the designated airlines after consulting, if necessary, other airlines operating all or part of the same route. Such agreement shall be reached, where possible, through the rate-fixing machinery of the International Air Transport Association. The rates so agreed shall be submitted to the approval of the aeronautical authorities of the Contracting Parties. If the aeronautical authorities of either Contracting Party are dissatisfied with these rates, they shall so notify the aeronautical authorities of the other Contracting Party in writing not later than fifteen (15) days from the date of communication of these rates or within any other agreed period.
- (b) If the designated airlines cannot reach agreement, or if the rates are not approved by the aeronautical authorities of either Contracting Party, the aeronautical authorities of the two Contracting Parties shall endeavour to come to terms on the rates to be charged.
- (c) In the last resort the dispute shall be settled in accordance with the provisions of Article 18.

#### *Article 15*

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

#### *Article 16*

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 given simultaneously to the International Civil Aviation Organization.

This 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 by agreement before the expiry of that period.

In the absence of acknowledgement by the Contracting Party which receives such notice, the said notice would 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 17*

In a spirit of close collaboration, the aeronautical authorities shall consult each other in case of need with a view to ensuring the satisfactory implementation of the principles defined in this Agreement.

The aeronautical authorities of either Contracting Party may at any time request consultation with the aeronautical authorities of the other Contracting Party with a view to initiating any amendments of the Agreement and its Annexes

which it may deem desirable. The consultation shall commence within sixty (60) days after the request is received. Any modification of this Agreement approved by the aeronautical authorities shall come into force when it has been confirmed by an exchange of diplomatic notes.

#### Article 18

Any dispute concerning the interpretation or application of this Agreement and its Annexes shall be settled by direct negotiations between the aeronautical authorities of the two Contracting Parties.

In the event that the aeronautical authorities fail to reach agreement, a settlement of the dispute shall be sought through diplomatic negotiations. During these negotiations the *status quo* will be maintained.

Notwithstanding, the Contracting Parties may by mutual agreement settle the dispute by referring it to an arbitral tribunal or to any other person or body designated by them. The Contracting Parties undertake to comply with the decision given.

In the event that the Contracting Parties fail to reach agreement within a period of two months concerning either the person or body to be designated or the composition of the tribunal, either Contracting Party may limit, suspend or revoke the rights and privileges it had granted to the other Contracting Party by virtue of this Agreement.

#### Article 19

The terms of this Agreement shall be applied provisionally with effect from the date of signature. They shall enter into force definitely as soon as the two Contracting Parties have notified each other of the completion of their respective constitutional process.

DONE at Tunis, 1 September 1963, in duplicate, both copies being equally authentic.

For the Government of the Republic of Tunisia:

Ahmed BEN SALAH

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

M'hammed YAZID



## ANNEX 1

## ROUTE SCHEDULE

*Tunisian routes*

Points in Tunisia to Bône – Algiers in both directions.

*Algerian routes*

Points in Algeria to Tunis and one point beyond in both directions.

*N.B.* Being unable to assess the relative value of fifth freedom traffic rights beyond the territory of Algeria or Tunisia for their chosen instruments, the Contracting Parties have taken no decision concerning these rights. They have agreed to consult on this subject at a date not later than 1 November 1963 and to maintain the *status quo* pending these negotiations.