

No. 8700

**ALGERIA
and
CZECHOSLOVAKIA**

**Air Transport Agreement (with annex). Signed at Algiers,
on 9 March 1964**

Official texts : French and Czech.

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

**ALGÉRIE
et
TCHÉCOSLOVAQUIE**

**Accord relatif au transport aérien (avec annexe). Signé à
Alger, le 9 mars 1964**

Textes officiels français et tchèque.

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

[TRANSLATION¹ — TRADUCTION²]

No. 8700. AIR TRANSPORT AGREEMENT³ BETWEEN THE DEMOCRATIC AND POPULAR REPUBLIC OF ALGERIA AND THE CZECHOSLOVAK SOCIALIST REPUBLIC. SIGNED AT ALGIERS, ON 9 MARCH 1964

The Government of the Democratic and Popular Republic of Algeria and the Government of the Czechoslovak Socialist Republic,

Desiring to promote the development of air services between their countries and to further as much as possible international cooperation in this field, and

Desiring to apply to these services the principles and provisions of the Convention on International Civil Aviation signed at Chicago on 7 December 1944,⁴

Agree as follows:

Article 1

The Contracting Parties grant to each other the rights specified in the present Agreement for the purpose of establishing the international air services enumerated in the attached Annex.

PART I

DEFINITIONS

Article 2

For the purposes of this Agreement and its Annex:

1) the term "territory" shall have the meaning assigned to it in Article 2 of the Convention on International Civil Aviation;

2) the expression "aeronautical authorities" shall mean, in the case of the Democratic and Popular Republic of Algeria, the Ministry of Reconstruction, Public Works and Transport (Civil Aviation Branch), and in the case of the Czechoslovak Socialist Republic, the Ministry of Transport (Civil Aviation Administration), or in both cases, any agency empowered to assume the functions presently exercised by the above bodies;

¹ Translation by the International Civil Aviation Organization.

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

³ Applied provisionally from 9 March 1964, the date of signature, and came into force on 16 September 1964, the date on which the two Governments notified each other that their respective constitutional formalities had been completed, in accordance with article 24.

⁴ 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.

- 3) the expressions “agreed services” and “specified routes” shall mean the international air services and routes enumerated in the Annex to this Agreement;
- 4) the expression “designated airlines” shall mean the airlines designated by their respective governments to operate the agreed services.

PART II

GENERAL PROVISIONS

Article 3

The laws and regulations of each Contracting Party relating to 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 the aircraft of the other Contracting Party.

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

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 agreed air services.

However, each Contracting Party reserves the right to refuse to recognize, for the purpose of flight above its own territory, the certificates of competency and licences granted to its own nationals by the other Contracting Party in the event that such 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 airborne equipment, spare parts, supplies of fuel and lubricants and aircraft stores (including food, beverages and tobacco) shall, within the limits established by customs regulations, be exempt from all customs duties, inspection fees and other duties or taxes on entry into the territory of the other Contracting Party, provided that such equipment and supplies remain on board the aircraft until such time as they are re-exported.

2) The following shall also be exempt from the same duties and taxes, with the exception of charges corresponding to the service performed:

- a) Fuel and lubricants taken on board in the territory of one 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 consumed on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.
- b) Aircraft stores taken on board in the territory of either Contracting Party, within the limits fixed by the authorities of said Contracting Party, and for use on aircraft engaged in international traffic by the airlines designated by one of the Contracting Parties to operate the agreed services.
- c) Spare parts introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airlines of the other Contracting Party.

3) Regular airborne equipment, supplies of fuel and lubricants and aircraft stores, as well as spare parts on board the aircraft of either Contracting Party engaged in international traffic, may be unloaded in the territory of the other Contracting Party with the consent of the customs authorities of said Contracting Party. In this case they shall be placed under the supervision of such authorities until such time as they are re-exported or entered on a customs declaration, although continuing to be at the disposal of the airline which owns them.

4) The equipment, supplies and articles in general which have been accorded favoured treatment under the above paragraphs on entry into the territory of either Contracting Party, may not be removed without the permission of the customs authorities of said Contracting Party.

Article 6

Each Contracting Party reserves the right to withhold or revoke the operating permit of a designated airline of the other Contracting Party when, on valid grounds, it is not satisfied that substantial ownership and effective control of that airline are vested in the other Contracting Party or its nationals, or when that airline fails to comply with the laws and regulations referred to in Article 3 or to perform its obligations under this Agreement.

PART III AGREED SERVICES

Article 7

The Government of the Democratic and Popular Republic of Algeria grants to the Government of the Czechoslovak Socialist Republic and, reciprocally, the Government of the Czechoslovak Socialist Republic grants to the Government of the Democratic and Popular Republic of Algeria, 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 either of the Contracting Parties for the operation of the specified route or routes.

Either Contracting Party shall have the right, by notification in writing to the other Contracting Party, to substitute one or more designated airlines for the airlines respectively designated to operate the agreed services. The newly designated airline or airlines shall have the same rights and be bound by the same duties as the airlines for which they have been substituted.

Article 9

The operation of the agreed services by any designated airline shall be subject to the grant of an operating permit by the Contracting Party granting the rights.

It is understood that this operating permit shall be granted with the least possible delay to the airline or airlines concerned, subject to the provisions of Articles 6 and 10 of this Agreement.

Article 10

The designated airlines shall be bound, if so required, to satisfy the aeronautical authorities of the Contracting Party granting the rights that they fulfil the conditions prescribed by the laws and regulations applied by this Contracting Party to airline operations.

Article 11

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.

Article 12

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

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

Article 13

The airline or airlines designated by either Contracting Party in accordance with this Agreement 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 in third countries, subject to the conditions specified in the following Articles.

Article 14

1) On each of the routes listed in the attached Annex, the agreed services shall have as their primary objective the provision, at a reasonable load factor, of a capacity adequate to the normal and reasonably anticipated requirements of international air traffic to and from the territory of the Contracting Party which has designated the airline operating said services.

2) 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.

Article 15

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 16

Should the aeronautical authorities of either Contracting Party not wish, on one or more of the routes, to operate in whole or in part the capacity they have been allotted, they may transfer to the designated airlines of the other Contracting Party, for a fixed period, the whole or part of the unused capacity.

The authorities which have transferred their rights in whole or in part may recover them at any time.

Exercise of the rights conceded by one of the Contracting Parties shall not prejudice the utilization of capacity provided on routes linking its territory to stopping points in third countries.

Article 17

The aeronautical authorities of the two Contracting Parties shall consult together, as may be necessary, in order to examine the conditions in which the provisions of this Agreement are being applied by the designated airlines and ascertain that their interests are not being prejudiced.

Article 18

1) The rates to be charged shall be established at reasonable levels, due regard being paid to economy of operation, the characteristics of each service and the rates of other airlines operating the same route in whole or in part.

2) The rates applied to traffic taken up or discharged at a stopping point on the route shall not be inferior to those collected by the airlines of the Contracting Party which operates the local or regional services on the route segment concerned.

3) The rates to be charged on the agreed services serving the routes listed in the Annex to this Agreement shall be fixed as far as possible by agreement between the designated airlines.

These airlines shall proceed:

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

4) Any rates so agreed shall be submitted to the approval of the aeronautical authorities of the two Contracting Parties at least thirty days before the proposed date of their introduction; this period may be reduced in special cases subject to the consent of the aeronautical authorities.

5) If no agreement is reached by the designated airlines in accordance with paragraph 3 above, or if either of the Contracting Parties notifies its dissatisfaction with any rate submitted to it under paragraph 4 above, the aeronautical authorities of the two Contracting Parties shall endeavour to arrive at a satisfactory settlement.

In the absence of agreement the procedure referred to in Article 22 of this Agreement shall be invoked.

Pending settlement of the dispute, the Contracting Party which has notified its disagreement shall have the right to require the other Contracting Party to maintain the rates previously in force.

Article 19

1) The designated airlines shall advise the aeronautical authorities of both Contracting Parties not later than fifteen (15) days before inauguration of their respective services, of the timetables, frequencies and types of aircraft used. Any subsequent amendments shall be likewise communicated.

2) The designated airlines of each of the two Contracting Parties shall be authorized to maintain in the territory of the other Contracting Party a number of technical and administrative personnel corresponding to the volume of their services, provided that such personnel comply with the laws and regulations of the other Contracting Party.

PART IV

INTERPRETATION—REVISION—TERMINATION—SETTLEMENT OF DISPUTES

Article 20

Either Contracting Party may at any time request a consultation between the competent authorities of both Parties concerning the interpretation, implementation or amendment of this Agreement.

Such consultation shall begin not later than sixty days from the receipt of the request.

Any amendment to the Agreement shall come into force after confirmation by an exchange of diplomatic notes.

Any agreed amendment to the Annex to this Agreement shall come into force by arrangement between the aeronautical authorities of the two Contracting Parties.

Article 21

Either Contracting Party may at any time give notice to the other of its desire to terminate this Agreement.

Such notice shall be simultaneously communicated to the International Civil Aviation Organization.

The Agreement shall terminate six months 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.

In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fifteen days after its receipt at the headquarters of the International Civil Aviation Organization.

Article 22

1) If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement and its Annex, the Contracting Parties shall settle it by direct negotiation between the aeronautical authorities or, in case of failure of the negotiations, through diplomatic channels.

2) In the event that a dispute relating to the interpretation or application of this Agreement cannot be settled in accordance with the provisions of paragraph 1, it shall, on the request of one of the Contracting Parties, be referred to an arbitral tribunal.

3) The tribunal shall be composed of three members. Each of the two Governments shall designate an arbitrator; these two arbitrators shall agree on the appointment of a national of a third State as Chairman.

4) If the arbitral tribunal fails to reach an amicable settlement, it shall render its decision by majority vote. Unless the Contracting Parties agree otherwise, it shall draw up its own rules of procedure and choose its own meeting place.

5) The Contracting Parties undertake to comply with any interim measures that may be adopted during the hearings 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 a decision given by the arbitrators, the other Contracting Party may limit, withhold or revoke the rights and privileges which it has granted under this Agreement to the Contracting Party in default.

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

PART V

FINAL PROVISIONS

Article 23

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

Article 24

This Agreement shall enter into force on the day that the two Contracting Parties inform each other of the completion of their constitutional processes.

The two Contracting Parties nevertheless agree to apply the provisions of this Agreement with effect from the date of signature.

DONE at Algiers on 9 March 1964.

For the Government
of the Czechoslovak Socialist
Republic:

M. MURÍN

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

MEHRAZ

ANNEX

CZECHOSLOVAK ROUTES

- 1) Prague – Alger – Kano or Lagos in both directions
- 2) Prague – Alger – Dakar – Bamako – Conakry and points in South America in both directions.

ALGERIAN ROUTES

- 1) Alger – Geneva – Prague – Paris in both directions
- 2) Alger – Tunis – Rome – Vienna – Prague in both directions.

Remarks

1) Any points on either of the routes listed may, at the discretion of the designated airline of either Contracting Party, be omitted on either the whole or part of the flights.

2) A designated airline of either Contracting Party may serve one or more intermediate points or points beyond, other than those listed in the above schedule; however, no traffic rights may be exercised between any such intermediate point(s) or point(s) beyond and the territory of the other Contracting Party unless such rights have been granted by one of the Contracting Parties.