

No. 10021

**UNITED STATES OF AMERICA
and
AGENCY FOR THE SAFETY OF AIR NAVIGATION
IN AFRICA AND MADAGASCAR (ASECNA)**

**Agreement (with exchange of letters). Signed at Paris on
22 June 1967**

Authentic texts: English and French.

Registered by the United States of America on 7 November 1969.

**ÉTATS-UNIS D'AMÉRIQUE
et
AGENCE POUR LA SÉCURITÉ DE LA NAVIGATION
AÉRIENNE EN AFRIQUE ET À MADAGASCAR
(ASECNA)**

Accord (avec échange de lettres). Signé à Paris le 22 juin 1967

Textes authentiques: anglais et français.

Enregistré par les États-Unis d'Amérique le 7 novembre 1969.

AGREEMENT¹

The Government of the United States of America and the Agency for the Safety of Air Navigation in Africa and Madagascar (hereinafter referred to as "ASECNA"), recognizing that ASECNA administers the services and facilities relating to aviation in certain African States by virtue of Article 2 of the St. Louis Convention* and carries out individual contracts in accordance with Articles 10 and 12 of the Convention,

Recognizing that aircraft operated by or on behalf of the Government of the United States of America use services and facilities supported by ASECNA, and

Recognizing the need for arrangements which take account of the special status of state aircraft,

Have agreed as follows :

1. The Government of the United States of America hereby requests and ASECNA hereby agrees to place appropriate facilities and services in Africa at the disposal of aircraft operated by or on behalf of the Government of the United States of America pursuant to authorization given by the states in the airspace of which the aircraft operate, as contemplated by Article 3 (c) of the Convention on International Civil Aviation signed at Chicago on December 7, 1944. [2]

2. The Government of the United States of America shall pay to ASECNA an annual sum to be agreed between the Government of the United States of America and ASECNA for en route assistance and facilities made available by ASECNA to aircraft operated by or on behalf of the Government of the United States of America, in lieu of fees for each flight. For purposes of negotiation, ASECNA shall propose such a sum to cover charges for the preceding calendar year on or before March 31 of each succeeding year.

3. The authorities of ASECNA, consistent with their prescribed technical responsibilities, will not interfere with the operation of aircraft by or on behalf of the Government of the United States of America, barring explicit instructions emanating from the geographically competent government.

* Signed at Saint-Louis du Sénégal, Dec. 12, 1959.

¹ Came into force on 22 June 1967 by signature, in accordance with paragraph 6.

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.

4. The Government of the United States of America, recognizing its obligation under Article 3 of the Chicago Convention of 1944 to assure that its state aircraft are operated with due regard for the safety of navigation of civil aviation, undertakes that to the greatest extent practicable flight plans conforming to ICAO standards and recommended practices and procedures shall be filed with respect to flights of aircraft operated by or on behalf of the Government of the United States of America in the areas for which ASECNA discharges responsibilities for the safety of air navigation.

5. Questions arising out of the operation of this agreement shall be settled by a diplomatic representative designated by the Government of the United States of America and the Direction Générale of ASECNA at Paris, later at Dakar.

6. This agreement shall enter into force on signature. Its scope of applicability is limited in all circumstances to ASECNA's field of competence as defined by the St. Louis Convention.

IN WITNESS WHEREOF the undersigned, duly authorized, have signed this Agreement.

DONE at Paris, in duplicate, in the English and French languages, both equally authentic, this 22nd day of June, 1967.

For the Government of the United States of America :

Charles E. BOHLEN

For the Agency for the Safety of Air Navigation in Africa
and Madagascar :

R. MACHENAUD

EXCHANGE OF LETTRES — ÉCHANGE DE LETTRES

I

[TRANSLATION¹ — TRADUCTION²]

AGENCE POUR LA SÉCURITÉ
DE LA NAVIGATION AÉRIENNE
EN AFRIQUE ET À MADAGASCAR

AGENCY FOR THE SAFETY
OF AIR NAVIGATION
IN AFRICA AND MADAGASCAR

Paris, le 22 juin 1967

Paris, 22 June 1967

N° 77 ASECNA/D

N° 77 ASECNA/D

Excellence,

Excellency,

J'ai l'honneur de me référer à l'Accord du vingt-deux juin mille neuf cent soixante-sept entre votre Gouvernement et l'ASECNA, relatif aux installations et services qui seront mis par l'ASECNA à la disposition des aéronefs mis en œuvre par le Gouvernement des États-Unis d'Amérique ou pour son compte.

I have the honour to refer to the agreement dated the twenty-second of June nineteen hundred and sixty-seven between your Government and ASECNA concerning facilities and services to be made available by ASECNA to aircraft operated by or on behalf of the Government of the United States of America.

J'ai l'honneur de confirmer au nom de l'ASECNA les dispositions suivantes :

I have the honor to confirm on behalf of ASECNA the following details :

1. Le Gouvernement des États-Unis d'Amérique a accepté de s'engager à donner à ses équipages l'ordre de fournir, chaque fois que cela sera possible, un plan de vol conforme aux spécifications de l'OACI. Pour fixer le montant du forfait annuel, il sera tenu compte du fait que l'établissement de certains de ces plans de vol répond davantage au souci d'assurer la sécurité de la circulation aérienne générale qu'il n'est destiné à permettre l'utilisation des installations et services mis par l'ASECNA à la disposition des aéronefs du Gouvernement des États-Unis d'Amérique.

1. The Government of the United States of America has agreed to bind itself to give its crews the order to submit a flight plan conforming to ICAO specifications whenever practicable. In determining the annual lump-sum charge, account will be taken of the fact that the filing of some of these flight plans is primarily in the interest of the safety of general air traffic rather than for use of facilities placed at the disposal of the aircraft of the Government of the United States of America by ASECNA.

¹ Translation by the Government of the United States of America.

² Traduction du Gouvernement des États-Unis d'Amérique.

2. L'ASECNA joindra à la demande de paiement qu'elle présentera chaque année à la fin de mars un état détaillé des vols effectués dans l'espace aérien dont elle assure le contrôle par des aéronefs mis en œuvre par le Gouvernement des États-Unis d'Amérique ou pour le compte de ce Gouvernement. Les renseignements fournis comprendront au moins les dates, les distances parcourues dans l'espace aérien où l'ASECNA est chargée d'assurer la sécurité de la navigation aérienne, les types des aéronefs, leurs numéros d'immatriculation de queue, ainsi que la liste des atterrissages effectués à chacun des aérodromes gérés par l'ASECNA. Les demandes de paiement seront adressées à l'Ambassade des États-Unis à Paris.
2. ASECNA will annex to each request for payment presented at the end of March, a detailed statement of activities by aircraft operated by or on behalf of the Government of the United States of America in the airspace in which it exercises control. These details will include at least the dates, distances flown through airspace in which the ASECNA discharges responsibilities for flight safety, the types of aircraft, identifying aircraft tail numbers and a list of landings made at each airport for which ASECNA is responsible. Request for payment will be forwarded to the American Embassy, Paris.
3. Il est entendu que le montant du forfait annuel ne sera pas supérieur à la somme demandée à tout autre utilisateur en paiement de services analogues.
3. It is understood that the annual payment requested will not exceed the amount charged any other user for similar services.

Je vous serais reconnaissant de bien vouloir confirmer au nom de votre Gouvernement qu'il accepte les dispositions qui précèdent.

I should be grateful if you would confirm on behalf of your Government its concurrence in the foregoing details.

Je vous prie d'agréer, Excellence, les assurances de ma très haute considération.

Please accept, Excellency, the assurances of my highest consideration.

Le Directeur Général :

R. MACHENAUD

The Director General :

R. MACHENAUD

Monsieur l'Ambassadeur des États-Unis d'Amérique
Paris

The Ambassador of the United States of America
Paris

II

[TRADUCTION — TRANSLATION]

EMBASSY OF THE UNITED STATES
OF AMERICA
PARIS

AMBASSADE DES ÉTATS-UNIS D'AMÉRIQUE
PARIS

June 22, 1967

Le 22 juin 1967

Dear Mr. Machenaud :

Cher Monsieur,

I have the honor to refer to your letter of June 22, 1967, in which you have been good enough to confirm on behalf of ASECNA certain details in connection with the agreement dated June 22, 1967, between ASECNA and my government concerning facilities and services to be made available by ASECNA to aircraft operated by or on behalf of the Government of the United States of America.

J'ai l'honneur de me référer à votre lettre du 22 juin 1967, dans laquelle vous avez bien voulu confirmer au nom de l'ASECNA certains détails touchant l'Accord du 22 juin 1967 entre l'ASECNA et mon Gouvernement, relatif aux installations et services qui seront mis par l'ASECNA à la disposition des aéronefs mis en œuvre par le Gouvernement des États-Unis d'Amérique ou pour son compte.

I am pleased to confirm my government's concurrence in the details set forth in your letter.

Je suis heureux de confirmer que mon Gouvernement accepte les dispositions énoncées dans votre lettre.

Sincerely,

Veuillez agréer, etc.

Charles E. BOHLEN

Charles E. BOHLEN

Mr. R. Machenaud
Director General
Agency for the Safety
of Air Navigation
in Africa and Madagascar
Paris

M. R. Machenaud
Directeur général
de l'Agence pour la sécurité
de la navigation aérienne
en Afrique et à Madagascar
Paris