

No. 10465

FEDERAL REPUBLIC OF GERMANY
and
IRAN

**Agreement for commercial air services between and beyond
their respective territories (with exchange of notes). Signed
at Teheran on 1 July 1961**

Authentic texts: German, Persian and English.

Registered by the International Civil Aviation Organization on 12 May 1970.

RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
IRAN

**Accord relatif aux services aériens commerciaux entre leurs
territoires respectifs et au-delà (avec échange de notes).
Signé à Téhéran le 1^{er} juillet 1961**

Textes authentiques: allemand, persan et anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 12 mai 1970.

AGREEMENT ¹ BETWEEN THE GOVERNMENT OF THE
FEDERAL REPUBLIC OF GERMANY AND THE
IMPERIAL GOVERNMENT OF IRAN FOR COMMERCIAL AIR SERVICES BETWEEN AND BEYOND THEIR
RESPECTIVE TERRITORIES

Preamble

The Government of the Federal Republic of Germany and
The Imperial Government of Iran,

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, ² and,

Desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories,

Have appointed as their plenipotentiaries:

The Government of the Federal Republic of Germany

His Excellency Ambassador Dr. Reinhold Frhr. von Ungern-Sternberg,

The Imperial Government of Iran

His Excellency Mr. Hossein Ghodse Nakhai, Imperial Minister of Foreign Affairs,

Who, having communicated to each other their full powers and found them to be in good and due form, have agreed as follows:

Article 1

For the purpose of the present Agreement, unless the context otherwise requires:

- a) the term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December

¹ Came into force on 14 January 1966 by the exchange of the instruments of ratification, which took place at Bonn, in accordance with article 19.

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.

1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof;

- b) the term “aeronautical authorities” means, in the case of the Government of the Federal Republic of Germany, the Federal Minister of Transport and any person or body authorized to perform any functions at present exercised by the said Minister, and, in the case of the Imperial Government of Iran, the Department General of Civil Aviation and any person or body authorized to perform any functions at present exercised by the said Department General or similar functions;
- c) the term “designated airline” means an airline which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with Article 3 of the present Agreement for the operation of air services on the specified routes;
- d) the terms “territory”, “air service”, “international air service”, “airline”, and “stop for non-traffic purposes” have the meanings respectively assigned to them in Articles 2 and 96 of the Convention.

Article 2

(1) Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement, for the purpose of establishing scheduled international air services. The routes over which the designated airlines of the Contracting Parties will be authorized to operate international air services shall be specified in a Route Schedule to be agreed upon in an exchange of notes.¹ Such services and routes are in this Agreement called “the agreed services” and “the specified routes” respectively. The airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:

- a) to fly without landing across the territory of the other Contracting Party;
- b) to make stops in the said territory for non-traffic purposes;
- c) to make stops in the said territory at the points specified for that route for the purpose of putting down and taking on international traffic in passengers, cargo and mail.

¹ See p. 44 of this volume.

(2) It is further provided that in areas of hostilities or military occupation, or areas affected thereby, the operation of such services shall, in accordance with Article 9 of the Convention, be subject to the approval of the competent military authorities.

Article 3

(1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes.

(2) On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline or airlines designated the appropriate operating authorizations.

(3) The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

(4) Each Contracting Party shall have the rights to refuse to grant the operating authorizations referred to in paragraph (2) of this Article or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 2, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

(5) When an airline has been so designated and authorized, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 11 of the present Agreement is in force in respect of that service.

Article 4

(1) Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of the present Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

- a) in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party, or
- b) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights, or
- c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

(2) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such rights shall be exercised only after consultation with the other Contracting Party.

(3) Each Contracting Party shall have the right by written communication to the other Contracting Party to replace a designated airline by another airline. The newly designated airline shall have the same rights and be subject to the same obligations as the designated airline which it replaces.

Article 5

Nothing in the provisions of Article 2 of this Agreement shall be deemed to confer on the airlines of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 6

The charges imposed in the territory of either Contracting Party for the use of airports and other aviation facilities by the aircraft of a designated airline of the other Contracting Party shall not be higher than those paid by aircraft of a national airline engaged in similar international air services.

Article 7

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

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

- a) aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the authorities of said Contracting Party, and for use on board aircraft engaged in an international service of the other Contracting Party;
- b) spare parts and equipment entered into the territory of either Contracting Party for the maintenance, repair and equipment of aircraft used on international services by the designated airline of the other Contracting Party;
- c) fuel and lubricants 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.

Materials referred to in sub-paragraphs *a*), *b*) and *c*) above may be required to be kept under customs supervision or control.

Article 8

The regular airborne equipment, as well as the materials and supplies which are on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of such territory. In such case, they may be placed under the supervision of said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

Article 9

(1) The laws and regulations of one Contracting Party relating to the admission to or 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 airline or airlines designated by the other Contracting Party, and shall be complied with by such aircraft upon entering or departing from and while within the territory of the first Contracting Party.

(2) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs and quarantine shall be complied with by or on behalf of such passen-

gers, crew, or cargo of the other Contracting Party upon entrance into, or departure from, and while within the territory of the first Contracting Party.

Article 10

(1) There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

(2) In operating the agreed services, the airlines of each Contracting Party shall take into account the interests of the airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

(3) The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating from or destined for the territory of the Contracting Party which has designated the airline.

Provision for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of States other than designating the airline shall be made in accordance with the general principles that capacity shall be related to:

- a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- b) traffic requirements of the area through which the airline passes, after taking account of other transport services established by airlines of the States comprising the area; and
- c) the requirements of through airline operation.

Article 11

(1) The tariffs to be charged by the airlines of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regards being paid to all relevant factors including cost of operation, reasonable profit and the tariffs of other airlines.

(2) The tariffs referred to in paragraph (1) of this Article, together with the rates of agency commission used in conjunction with them, shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties, in consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association (IATA).

(3) The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least thirty days before the proposed date of their introduction; in special cases, this time-limit may be reduced, subject to the agreement of the said authorities.

(4) If the designated airlines cannot agree on any of these tariffs or if for some other reason a tariff cannot be fixed in accordance with the provisions of paragraph (2) of this Article, or if during the first 15 days of the thirty days' period referred to in paragraph (3) of this Article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff agreed in accordance with the provisions of paragraph (2) of this Article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

(5) If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (3) of this Article or on the determination of any tariff under paragraph (4), the dispute shall be settled in accordance with the provisions of Article 15 of the present Agreement.

(6) Subject to the provisions of paragraph (5) of this Article, no tariff shall come into force if the aeronautical authorities of either Contracting Party have not approved it.

(7) The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

Article 12

(1) The designated airlines shall communicate to the aeronautical authorities of both Contracting Parties not later than thirty days prior to the inauguration of services on the specified routes the type of service, the types of aircraft to be used and the flight schedules. This shall likewise apply to later changes.

(2) The aeronautical authorities of one Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party at their request

such periodic or other statements of statistics of the designated airlines as may be reasonably required for the purpose of reviewing the capacity provided by any designated airline of the first Contracting Party on the specified routes. Such statements shall include all information required to determine the amount of traffic carried and the origins and destinations of such traffic.

Article 13

Exchanges of views shall take place as needed between the aeronautical authorities of the two Contracting Parties in order to achieve close co-operation and agreement in all matters pertaining to the application and interpretation of the present Agreement.

Article 14

(1) Consultation may be requested at any time by either Contracting Party for the purpose of discussing amendments to the present Agreement or to the Route Schedule. The same applies to discussions concerning the interpretation and application of the present Agreement if either Contracting Party considers that an exchange of views within the meaning of Article 13 has been without success. Such consultation shall begin within sixty days from the date of receipt of any such request.

(2) Any modification of the Agreement so agreed shall come into force when it has been confirmed by an exchange of diplomatic notes after the constitutional requirements have been fulfilled by either Contracting Party.

Article 15

(1) To the extent that any disagreement arising out of the interpretation or application of the present Agreement cannot be settled in accordance with Article 14 of this Agreement, it shall be submitted to an arbitral tribunal at the request of either Contracting Party.

(2) Such arbitral tribunal shall be established in each individual case in such a way as to comprise one member to be appointed by each Contracting Party and these two members shall then agree upon the choice of a national of a third State as their chairman who shall be appointed by the Governments of the two Contracting Parties. The members shall be appointed within sixty

days and the chairman within ninety days after either Contracting Party has informed the other Contracting Party of its intention of referring the disagreement to arbitration.

(3) If the time-limits provided for in paragraph (2) are not observed, either of the Contracting Parties may, in the absence of any other relevant agreement, invite the President of the Council of the International Civil Aviation Organization (ICAO) to make the necessary appointments. Where the President possesses the nationality of one of the two Contracting Parties or is otherwise prevented from carrying out this function, his deputy in office should make the necessary appointments.

(4) The arbitral tribunal shall reach its decisions by a majority of votes. Such decisions shall be binding for both Contracting Parties. Each of the Contracting Parties shall bear the expenses of its own member as well as of its representation in the proceedings at the arbitral tribunal; the expenses of the chairman and any other expenses shall be borne in equal parts by both Contracting Parties. In all other respects, the arbitral tribunal shall determine its own procedure.

Article 16

In the event of a general multilateral air transport convention accepted by both Contracting Parties entering into force, the provisions of the multilateral convention shall prevail. Any discussions with a view to determining the extent to which the present Agreement is terminated, superseded, amended or supplemented by the provisions of the multilateral convention, shall take place in accordance with Article 14 of the present Agreement.

Article 17

Each Contracting Party may at any time give written notice of termination of the present Agreement, which shall then expire one year after the date of the receipt of such notice by the other Contracting Party.

Article 18

The present Agreement, any amendments to it and any exchange of notes under paragraph (1) of Article 2 of the present Agreement shall be communicated to the ICAO for registration.

Article 19

The present Agreement shall be subject to ratification by the Contracting Parties in accordance with their respective constitutional procedures and shall come into force on the date of exchange of the instruments of ratification which shall take place at Bonn.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement and have affixed thereto their seals.

DONE at Teheran on July 1st, 1961, in six copies, two each in the German, Persian and English languages. In case of difference as to the interpretation the English text shall be authentic.

For the Government of the Federal Republic of Germany:
R. VON UNGERN-STERNBERG

For the Imperial Government of Iran:
H. Ghodse NAKHAI

EXCHANGE OF NOTES

I

THE AMBASSADOR OF THE FEDERAL REPUBLIC OF GERMANY

Teheran, July 1st, 1961

Excellency,

I have the honour to refer to paragraph (1) of Article 2 of the Air Transport Agreement between the Government of the Federal Republic of Germany and the Imperial Government of Iran, signed at Teheran on July 1st, 1961. In the negotiations which have been conducted in connection with the above-mentioned Agreement it has been agreed that air services may be operated on the routes specified in the following Route Schedule:

ROUTE SCHEDULE

I. Routes to be operated by airlines designated by the Government of the Federal Republic of Germany:

1	2	3	4
<i>Points of Origin</i>	<i>Intermediate Points</i>	<i>Points in the Territory of Iran</i>	<i>Points beyond</i>
Federal Republic of Germany	Vienna Rome Istanbul and/or Ankara Beirut Baghdad *	Teheran	Karachi (on reservation) one point in India ** Colombo Rangoon Bangkok a) Hongkong Manila Tokyo b) Singapore Djakarta Sydney

* Without traffic rights to Teheran and vice versa.

** To be agreed upon at a later date.

II. Routes to be operated by airlines designated by the Imperial Government of Iran:

1	2	3	4
<i>Points of Origin</i>	<i>Intermediate Points</i>	<i>Points in the Territory of the Federal Republic of Germany</i>	<i>Points beyond</i>
Iran	Beirut Ankara and/or Istanbul Athens Rome	Munich or Stuttgart or Frankfurt or Dusseldorf	Paris Brussels London one point in USA *

* To be agreed upon at a later date.

III. A designated airline may, if it so desires, omit one or more of the points on the specified routes, provided that the point of origin of such a route lies in the territory of the Contracting Party that has designated the airline.

I have the honour to inform you that the Government of the Federal Republic of Germany agrees to the above Route Schedule. I should be grateful if you would inform me whether the Imperial Government of Iran also agrees

to this Route Schedule. If this should be the case, the present note and your reply shall be regarded as constituting an Arrangement between our Governments.

Accept, Excellency, the renewed assurance of my highest consideration.

His Excellency the Minister of Foreign Affairs
of the Imperial Government of Iran

II

MINISTÈRE IMPÉRIAL DES AFFAIRES ÉTRANGÈRES

Teheran, July 1st, 1961

Excellency,

I have the honour to declare the receipt of your letter dated today which reads as follows:

[See note I]

I have the honour to inform you that the Imperial Government of Iran agrees with the above Route Schedule and Your Excellency's note together with my reply, shall be regarded as constituting an Arrangement between our two Governments.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest considerations.

[Illegible — Illisible] ¹

His Excellency Dr. von Ungern-Sternberg
Ambassador of the Federal Republic of Germany
Teheran

¹ H. Ghodse Nakhai.