

**No. 10468**

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**TUNISIA  
and  
NIGER**

**Air Transport Agreement (with annex). Signed at Tunis on  
18 October 1966**

*Authentic text: French*

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

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**TUNISIE  
et  
NIGER**

**Accord relatif aux transports aériens (avec annexe). Signé  
à Tunis le 18 octobre 1966**

*Texte authentique: français.*

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

[TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE REPUBLIC  
OF TUNISIA AND THE REPUBLIC OF THE NIGER

The Government of the Republic of Tunisia, and

The Government of the Republic of the Niger,

Desiring to promote the development of air transport between Tunisia and the Niger and to further as much as possible international co-operation in this field,

Desiring to apply to such transport the principles and provisions of the Convention on International Civil Aviation signed at Chicago on 7 December 1944,<sup>2</sup>

Have agreed as follows:

TITLE I

GENERAL

*Article 1*

The Contracting Parties grant each other the rights specified in this Agreement for the establishment of the international civil air services listed in the annex hereto.

*Article 2*

For the purposes of this Agreement and its annexes:

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

<sup>1</sup> Came into force provisionally on 18 October 1966 by signature, and definitively on 5 September 1967, the date on which the two Contracting Parties had notified each other that their respective constitutional requirements had been fulfilled, in accordance with article 18.

<sup>2</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.

(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, and in the case of the Niger, the Ministry of Public Works, Transport, Mines and Town Planning, which has responsibility for air transport, 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 I 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 the annex and whose designation has been notified to the aeronautical authorities of the other Contracting Party in accordance with article 13 of this Agreement.

### Article 3

1. Aircraft employed in international service by the designated airlines of one Contracting Party together with their normal equipment, reserves of fuel and lubricant and aircraft stores (including foodstuffs, beverages and tobacco) shall, on arrival in the territory of the other Contracting Party, be exempt from all customs duties, inspection fees or similar duties and charges, provided such equipment and stores remain on board the aircraft until re-exported.

2. The following shall likewise be exempt from the same duties and charges, excluding, however, fees or charges levied as a consideration for services rendered:

- (a) Aircraft stores, irrespective of origin, taken on board in the territory of one Contracting Party within the limits fixed by the authorities of the said Contracting Party, for use on aircraft operating an international service of the other Contracting Party;
- (b) Spare parts introduced into the territory of one Contracting Party for the maintenance or repair of aircraft employed in international traffic by the designated airlines of the other Contracting Party;
- (c) Fuel and lubricants intended for aircraft employed in international traffic by the designated airlines of the other Contracting Party, even when such

supplies are to be used on that part of the flight which takes place over the territory of the Contracting Party in which they were taken aboard.

3. Regular equipment, supplies and stores on board the aircraft of one Contracting Party shall not be unloaded in the territory of the other Contracting Party save with the consent of the customs authorities of that territory. When so unloaded, they may be placed under the supervision of the said authorities until they are re-exported or are declared to customs.

#### *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 operation of the air routes specified in the annex hereto. Each Contracting Party reserves the right, however, to refuse to recognize as valid for flights over its own territory certificates of competency and licences issued to its own nationals by the other Contracting Party.

#### *Article 5*

(a) The laws and regulations of each 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(s) of the other Contracting Party.

(b) Passengers, crews and consignors of cargo shall be required, either personally 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 governing the entry, stay and departure of passengers, crews and cargo, such as those relating to entry, clearance, immigration, customs and requirements under health regulations.

#### *Article 6*

Subject to the provisions of article 13, each Contracting Party shall have the right to withhold or revoke the operating permit of an airline designated by the other Contracting Party when, for valid reasons, it is not satisfied that substantial ownership and effective control of such airline are vested in the

other Contracting Party or its nationals, or when the airline fails to comply with the laws and regulations referred to in article 5 or to perform its obligations under this Agreement.

#### *Article 7*

Either Contracting Party may at any time request consultation between the competent authorities of the two Contracting Parties concerning the interpretation, application or modification of this Agreement.

Such consultation shall begin within sixty (60) days from the receipt of the request therefor.

Such modifications of the present Agreement as are decided upon shall enter into force after they have been confirmed by an exchange of notes through the diplomatic channel.

#### *Article 8*

Either Contracting Party may at any time give notice to the other of its desire to denounce this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. The denunciation shall take effect one year 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. If the Contracting Party receiving such notice fails to acknowledge it, the said notice shall be deemed to have been received fifteen (15) days after its receipt at the headquarters of the International Civil Aviation Organization.

#### *Article 9*

Any dispute relating to the interpretation or application of this Agreement and its annexes which cannot be settled directly by agreement between the aeronautical authorities of the two Contracting Parties or through the diplomatic channel in accordance with the provisions of article 7 shall, at the request of either Contracting Party, be referred to an arbitral tribunal.

Such arbitral tribunal shall consist of three members. Each of the two Governments shall appoint one arbitrator; these two arbitrators shall agree upon the appointment of a national of a third State as president.

If the two arbitrators have not been appointed within two months from the date on which one of the two Governments proposed that the dispute should be settled by arbitration, or if the arbitrators fail to agree upon the appointment

of a president within a further period of one month, either Contracting Party may request the President of the International Civil Aviation Organization to make the necessary appointment or appointments.

If the arbitral tribunal cannot arrive at an amicable settlement of the dispute, it shall take a decision by majority vote. Unless the Contracting Parties agree otherwise, it shall establish its own rules of procedure and determine its place of meeting.

The Contracting Parties undertake to comply with any provisional measures ordered in the course of the proceedings and with the arbitral award, which shall in all cases be considered final.

If and so long as either Contracting Party fails to comply with the decisions of the arbitrators, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default. Each Contracting Party shall pay the remuneration for the services of its own arbitrator and half the remuneration of the appointed president.

## TITLE II

### AGREED SERVICES

#### *Article 10*

The Government of the Republic of Tunisia and the Government of the Niger shall grant to each other the right to have the air services specified in the route schedule appearing in the annex to this Agreement operated by one or more designated airlines.

#### *Article 11*

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

- (1) The Contracting Party to which the rights have been granted has designated the airline(s) that will operate the specified routes;
- (2) The Contracting Party granting the rights has given the airline(s) concerned, on the conditions laid down in paragraph (b) below, the requisite

operating permit, which shall be granted as soon as possible, subject to the provisions of article 6 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 by the laws and regulations normally applied by those authorities to the operation of commercial airlines.

#### *Article 12*

The airline(s) designated by the Tunisian Government under this Agreement shall enjoy, in the territory of the Niger, the right to set down and pick up international traffic in passengers, mail or cargo at the points and on the routes in Tunisia listed in the annex hereto.

The airline(s) designated by the Government of the Niger under this Agreement shall enjoy, in the territory of Tunisia, the right to set down and pick up international traffic in passengers, mail or cargo at the points and on the routes in the Niger listed in the annex hereto.

#### *Article 13*

An airline may not normally be designated for the operation of agreed services by either Contracting Party unless substantial ownership is vested in the Contracting Party which designates it or in nationals of either Contracting Party.

Where a Contracting Party is not satisfied that this condition has been fulfilled it may, before issuing the requested permit, initiate consultation in accordance with the procedure prescribed in article 7. If such consultation fails, recourse shall be had to arbitration in accordance with article 9.

However:

- The Tunisien Government reserves the right to designate for the operation of agreed services the company “Tunis Air” of which it is a founder and the Government of the Republic of the Niger undertakes to accept this designation.
- The Government of the Republic of the Niger reserves the right to designate for the operation of agreed services the company “Air Afrique” of

which it is a founder and the Government of the Republic of Tunisia undertakes to accept this designation.

#### *Article 14*

The airlines designated by each Contracting Party shall be assured just and equitable treatment in order to enjoy equal rights in the operation of the agreed services.

Where they operate on common routes they shall take their mutual interests into account so as not to affect each other's services unduly.

#### *Article 15*

(a) The operation, in either direction, of services between the territory of Tunisia and the territory of the Niger on the routes specified in the schedule annexed to this Agreement constitutes a basic and primary right of the two countries.

(b) For the operation of these services:

- (1) The capacity shall be divided equally between the airlines of Tunisia and of the Niger subject to the provisions of subparagraph (3) below.
- (2) The total capacity provided on each of the routes shall be adapted to the reasonably foreseeable demand.

In order to meet unforeseen or temporary traffic requirements on those routes, the designated airlines shall decide among themselves upon appropriate measures to deal with such temporary increase in traffic. They shall report such measures immediately to the aeronautical authorities of their respective countries, which may consult together if they see fit.

- (3) If either Contracting Party does not wish to use, on one or more routes, all or part of the transport capacity it has been allotted, it shall come to an agreement with the other Contracting Party with a view to transferring to the latter, for a specified period, all or part of the transport capacity at its disposal within the agreed limits.

The Contracting Party which transfers all or part of its rights may recover them at the end of the said period.

#### *Article 16*

The two Contracting Parties agree to consult each other whenever necessary in order to co-ordinate their respective air services.



*Article 17*

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

(a) Rates shall, as far as possible, be agreed by the designated airlines, in consultation as appropriate with other airlines operating over the whole or part of the route. Such agreement shall, where possible, be reached in accordance with the procedures of the International Air Transport Association. The rates so agreed shall be subject to the approval of the aeronautical authorities of the Contracting Parties. If the aeronautical authorities of either Contracting Party do not approve the rates, they shall so notify the aeronautical authorities of the other Contracting Party in writing within fifteen (15) days from the date of communication of these rates or within any other agreed period.

(b) If the designated airlines fail to agree, or if the rates are not approved, the aeronautical authorities of the two Contracting Parties shall endeavour to reach agreement on the rates to be established.

(c) If no settlement is reached, the dispute shall be submitted to the procedure prescribed in article 9 above.

(d) The rates already established shall remain in force until new rates are fixed in accordance with the provisions of subparagraphs (a), (b) and (c) above.

## TITLE III

## FINAL PROVISIONS

*Article 18*

The provisions of this Agreement shall be applied provisionally from the date of signature. They shall enter into force definitively as soon as the two Contracting Parties have notified each other that their respective constitutional requirements have been fulfilled.

*Article 19*

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

DONE at Tunis, on 18 October 1966, in the French language in duplicate, both copies being equally authentic.

For the Government  
of the Republic of Tunisia:

Habib BOURGUIBA Jr.

For the Government  
of the Republic of the Niger:

Léopold KAZIENDE

## ANNEX I

## ROUTE SCHEDULE

- I. Routes to be operated by the airline(s) designated by the Republic of Tunisia :  
From points in Tunisia to Niamey and vice versa.
  
  - II. Routes to be operated by the airline(s) designated by the Republic of the Niger:  
From points in the Niger to Tunis and vice versa.
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