

No. 11305

**LEBANON
and
SENEGAL**

**Air Transport Agreement (with annex). Signed at Beirut on
27 December 1966**

Authentic texts: Arabic and French.

Registered by the International Civil Aviation Organization on 28 August 1971.

**LIBAN
et
SÉNÉGAL**

**Accord relatif au transport aérien (avec annexe). Signé à Beyrouth
le 27 décembre 1966**

Textes authentiques: arabe et français.

Enregistré par l'Organisation de l'aviation civile internationale le 28 août 1971.

[TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT ¹ BETWEEN THE GOVERNMENT OF THE LEBANESE REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF SENEGAL

The Government of the Lebanese Republic and the Government of the Republic of Senegal,

Desiring to promote the development of air transport between the Lebanese Republic and the Republic of Senegal 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 1944.²

Have agreed as follows:

TITLE I
GENERAL

Article 1

For the purposes of this Agreement and its annex:

1. The word “ territory ” shall have the meaning assigned to it in article 2 of the Convention on International Civil Aviation.

2. The term “ aeronautical authorities ” means:

In the case of the Lebanese Republic, the Ministry of Public Works and Transport—Transport Division;

In the case of the Republic of Senegal, the Minister responsible for air transport;

Or in both cases, any person or agency authorized to assume the functions vested in these authorities.

¹ Came into force on 11 June 1969, the date of the latter notification by which each Contracting Party notified the other of the completion of the formalities constitutionally required, in accordance with article 20.

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.

3. The term “ designated airline ” means an airline which the aeronautical authorities of one of the Contracting Parties have explicitly designated as being the instrument chosen by them to operate the traffic rights specified in this Agreement and which has been approved by the other Contracting Party in accordance with the provisions of articles 11, 12 and 14 below.

4. The term “ agreed services ” means the international air services specified in the annex to this Agreement.

Article 2

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 3

1. Aircraft operated in international service by the designated airlines of one Contracting Party, as well as their regular equipment, their supplies of fuel and lubricants and their aircraft stores (including food-stuffs, beverages and tobacco), shall, on entry into the territory of the other Contracting Party, be exempt from all customs duties, inspection fees and similar duties and charges, provided that 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 and charges levied as a consideration for services rendered:

- (a) Aircraft stores, irrespective of origin, obtained in the territory of either Contracting Party in quantities not exceeding the limits set by the authorities of the said Contracting Party, and taken on board aircraft of the other Contracting Party engaged in international air service;
- (b) Spare parts imported into the territory of either Contracting Party for the maintenance or repair of aircraft used in international navigation by the designated airline of the other Contracting Party;
- (c) Fuel and lubricants intended for aircraft used in international traffic by the designated airline of the other Contracting Party, even where such supplies are consumed during that part of the flight which takes place over the territory of the Contracting Party in which they were taken on board.

3. Regular equipment, supplies and stores on board the aircraft of one Contracting Party may be unloaded in the territory of the other Contracting Party under the supervision of the customs authorities of that territory. When so unloaded, they shall remain under the supervision of the said authorities until they are re-exported or are declared to customs.

Article 4

Any designated airline of either Contracting Party may maintain and employ specialized personnel of its own choice to conduct its affairs in the airports and cities of the other Contracting Party in which it wishes to be represented, subject, however, to the social laws and regulations in force in the territory of the latter Contracting Party.

Article 5

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 flight over its own territory certificates of competence and licences issued to its own nationals by the other Contracting Party.

Article 6

1. The laws and regulations of each Contracting Party relating to the admission to and departure from its territory of aircraft engaged in international navigation, or to the operation and navigation of such aircraft while within its territory shall apply to the aircraft of the airline of the other Contracting Party.

2. Passengers, crews and shippers of goods shall be required to comply, either personally or through a third party acting in their name and on their behalf, 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, exit clearance, immigration, customs and requirements under health regulations.

Article 7

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

2. Such consultation shall begin no later than sixty (60) days after the request is received.

3. Subject to the provisions of paragraph 4 below, any amendments to or modifications of this Agreement must be approved in accordance with the constitutional provisions of the Contracting Parties; such amendments or modifications shall enter into force by an exchange of diplomatic notes.

4. Amendments to and modifications of the annex to this Agreement shall be made by agreement between the aeronautical authorities of the two Contracting Parties and put into effect by an exchange of diplomatic notes.

Article 8

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 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

1. Any dispute relating to the interpretation or application of this Agreement which cannot be settled in accordance with the provisions of article 7, either between the aeronautical authorities or between the Governments of the Contracting Parties, shall, on the request of either Contracting Party, be referred to an arbitral tribunal.

2. Such arbitral tribunal shall be composed 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 chairman.

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

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

3. 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.

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

5. If and so long as either Contracting Party fails to comply with an arbitral award, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted under this Agreement to the Contracting Party in default.

6. Each Contracting Party shall pay the remuneration for the services of its own arbitrator and half the remuneration of the appointed chairman.

TITLE II

AGREED SERVICES

Article 10

The Government of the Lebanese Republic and the Government of the Republic of Senegal 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

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines to operate the agreed services on the specified routes.

2. On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraph 3 of this article and of article 12 of this Agreement, grant the appropriate operating permits to the designated airline without delay.

3. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions regarding the operation of international air services prescribed under the laws and regulations normally and reasonably applied by them provided that the said laws and regulations are not contrary to the provisions of the Convention on International Civil Aviation.

Article 12

1. Each Contracting Party shall have the right to withhold the operating permits referred to in article 11, paragraph 2, if it is not satisfied that substantial ownership and effective control of the airline in question are vested in the Contracting Party which designated that airline or in nationals of that Party.

2. Each Contracting Party shall have the right to revoke an operating permit or suspend the exercise by the airline designated by the other Contracting Party of the rights specified in article 10 of this Agreement if:

- (a) It is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party which designated the airline or in nationals of that Party, or
- (b) The airline fails to comply with the laws and regulations of the Contracting Party which granted the rights, or
- (c) The airline fails to operate in accordance with the conditions prescribed in this Agreement.

3. Unless such revocation or suspension is necessary to prevent further infringement of the said laws and regulations, referred to in article 6, this right shall be exercised only after consultation, as provided for in article 7, with the other Contracting Party. If such consultation fails, recourse shall be had to arbitration as provided for in article 9.

Article 13

With a view to the operation of the international air services by the designated airlines over the routes specified in the annex hereto, each Contracting Party shall grant to the other Contracting Party:

- the right to fly over its territory without landing;
- the right to make stops in its territory for non-traffic purposes;

— the right to make stops at points within its territory lying on the said routes in order to take on or set down, for traffic purposes, passengers, mail and/or cargo.

Article 14

Notwithstanding the provisions of article 12 of this Agreement and in application of articles 77 and 79 of the Convention on International Civil Aviation concerning the establishment by two or more States of joint operating organizations or international operating agencies:

The Government of the Lebanese Republic agrees that the Government of the Republic of Senegal, in conformity with articles 2 and 4 of the Treaty relating to air transport in Africa and the annexes thereto, signed by the Republic of Senegal at Yaoundé on 28 March 1961, reserves the right to designate Air Afrique as the medium chosen by the Republic of Senegal to operate the agreed services.

The Government of the Republic of Senegal in turn agrees that the Government of the Lebanese Republic reserves the right to designate any airline which is established in conformity with the provisions of articles 77 and 79 of the Convention on International Civil Aviation to operate the agreed services.

Article 15

1. The operation of the agreed services between the territory of the Lebanese Republic and the territory of the Republic of Senegal in both directions, on the routes specified in the schedule annexed to this Agreement, constitutes a basic and primary right of the two countries.

2. The two Contracting Parties agree to apply the principle of equality and reciprocity in all matters relating to the exercise of the rights conferred by this Agreement.

The airlines designated by both Contracting Parties shall be assured fair and equitable treatment, shall enjoy equal opportunities and rights and shall respect the principle of an equal division of the capacity to be provided in the operation of the agreed services.

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

Article 16

1. On all the routes appearing in the annex to this Agreement, the agreed services shall have as their primary objective the provision, at a load factor regarded as reasonable, of capacity adequate to satisfy the normal and reasonably foreseeable requirements of international air traffic originating in or destined for the territory of the Contracting Party which has designated the airline operating the said services.

2. The airline or airlines designated by either Contracting Party may, within the limit of the total capacity stipulated in paragraph 1 of this article, satisfy the traffic requirements between the territories of third States lying on the agreed routes and the territory of the other Contracting Party, account being taken of local and regional services.

3. In order to meet unforeseen or temporary traffic requirements on the agreed 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.

4. In the event that the designated airline of one Contracting Party does not wish to use, on one or more routes, part or all of the transport capacity which it ought normally to offer in view of its rights, it shall come to an agreement with the designated airline of the other Contracting Party with a view to transferring to the latter, for a specified period, all or part of the transport capacity in question.

The designated airline that has transferred all or part of its rights may recover them at the end of the specified period.

Article 17

1. The designated airlines shall inform the aeronautical authorities of the two Contracting Parties not later than thirty (30) days before the inauguration of the agreed services of the type of service, the types of aircraft to be used and the proposed time-tables. The same rule shall apply in respect of any subsequent changes.

2. The aeronautical authorities of each Contracting Party shall supply, on request, to the aeronautical authorities of the other Contracting Party such periodic or other statistical information as may reasonably be required in order to check the transport capacity provided by the designated airline of the first Contracting Party. Such statistics shall include all the data required to determine the volume, origin and destination of the traffic.

Article 18

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

Article 19

1. The tariffs to be charged on the agreed services operating on the Senegalese and Lebanese routes specified in this Agreement shall, so far as possible, be fixed by agreement between the designated airlines.

These airlines shall proceed by direct agreement after consultation, where necessary, with any airlines of any third country operating on all or part of the same routes or shall follow the procedures recommended by the competent international association.

2. The tariffs so fixed shall be submitted to the aeronautical authorities of each Contracting Party for approval not less than thirty (30) days before the date proposed for their entry into force; in special cases this time-limit may be reduced, subject to the agreement of the said authorities.

3. If the designated airlines should fail to agree on the fixing of a tariff in accordance with the provisions of paragraph 1 above or if one of the Contracting Parties should make known its dissatisfaction with the tariff submitted to it in accordance with the provisions of paragraph 2 above, the aeronautical authorities of the two Contracting Parties shall endeavour to reach a satisfactory solution.

In the last resort, the matter shall be referred to the arbitration provided for in article 9 of this Agreement.

Pending the announcement of the arbitral award, the Contracting Party making known its dissatisfaction shall have the right to require the other Contracting Party to maintain the tariffs previously in force.

TITLE III

FINAL PROVISIONS

Article 20

Each Contracting Party shall notify the other of the completion of the formalities constitutionally required for the entry into force of this Agreement, which shall take effect on the date on which the latter notification is received.

Article 21

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

DONE at Beirut on 27 December 1966, in duplicate in the Arabic and French languages, both texts being equally authentic, except that in case of difference the French text shall prevail.

For the Government
of the Lebanese Republic:

SHAVARSH TORIGUIAN

For the Government
of the Republic of Senegal:

SELMONE FALL

ANNEX**A. ROUTE SCHEDULE****I. Senegalese Routes**

Dakar – Tunis – Tripoli (Libya) – Cairo (+) – Beirut – Paris (+), in both directions.

II. Lebanese Routes

Beirut – Tripoli or Benghazi (Libya) – Tunis – Algiers (+) – Dakar – one point in South America (+), in both directions.

B. NOTES

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

2. There shall be no commercial traffic rights on the Senegalese routes between Cairo and Beirut and between Beirut and Paris, in either direction.

There shall likewise be no commercial traffic rights on the Lebanese routes between Algiers and Dakar and between Dakar and South America, in either direction.

3. This annex forms an integral part of the Agreement.