

**No. 11304**

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**LEBANON  
and  
LIBERIA**

**Agreement for the establishment and operation of air services  
between and beyond their respective territories (with annex).  
Signed at Beirut on 27 July 1961**

*Authentic texts: English and Arabic.*

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

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**LIBAN  
et  
LIBÉRIA**

**Accord relatif à l'établissement et à l'exploitation de services  
aériens entre leurs territoires respectifs et au-delà (avec  
annexe). Signé à Beyrouth le 27 juillet 1961**

*Textes authentiques: anglais et arabe.*

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

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE  
REPUBLIC OF LIBERIA AND THE GOVERNMENT OF  
THE REPUBLIC OF LEBANON FOR THE ESTABLISH-  
MENT AND OPERATION OF AIR SERVICES BETWEEN  
AND BEYOND THEIR RESPECTIVE TERRITORIES

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The Government of the Republic of Liberia and the Government of the Republic of Lebanon, hereinafter referred to as the Contracting Parties, being Contracting Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944<sup>2</sup>, the terms of which Convention are binding on both parties, and desiring to enter into an Agreement for the operation of air transport services between and beyond their respective territories, have agreed as follows:

*Article I*

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

(a) The term “aeronautical authorities” means, in the case of the Republic of Lebanon, the Minister of Public Works and Transport and any person or body authorized to perform the functions presently exercised by the said Minister or similar functions and, in the case of the Republic of Liberia, the Postmaster General and any person or body authorized to perform any functions exercised by the said Postmaster General or similar functions;

(b) The terms “air service”, “international air service”, and “airline” have the meanings specified in the Convention;

(c) The term “capacity” in relation to an aircraft means the load of that aircraft available on a route or section of a route; and the term “capacity” in relation to a specified air service means the capacity on the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period and route or section of a route;

(d) The term “the Convention” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December,

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<sup>1</sup> Came into force provisionally on 27 July 1961, the date of its signature, in accordance with article XVI.

<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.

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;

(e) The term “designated airline(s)” means an airline or airlines, which one Contracting Party shall have designated in writing to the other Contracting Party, in accordance with Article II of this Agreement;

(f) The term “prohibited area” means the area and the air space above that area over or through which any prohibition to the flying of an aircraft of any description may be imposed by the Party concerned in accordance with Article 9 of the Convention on International Civil Aviation;

(g) The term “territory” in relation to a Contracting Party means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or trusteeship of that Contracting Party.

## *Article II*

(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 by virtue of the present Agreement air services on the routes specified in the appropriate section of the schedule in the Annex to the present Agreement (hereinafter respectively referred to as the agreed services and the agreed routes). On receipt of the designation of an airline, that other Contracting Party shall, subject to the provision of Paragraph (2) of this Article and of Article 8 of the present Agreement, without delay grant to that airline the appropriate operating authorisation.

(2) Before granting the authorization referred to in Paragraph (1) of this Article, 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 fulfill the present Agreement and the conditions prescribed under the laws and regulations which they normally apply in respect to the operation of airlines.

(3) At any time after the provisions of Paragraph (1) of this Article have been complied with an airline as designated and authorized may begin to operate the agreed services.

(4) The operation of the air services in the areas declared as prohibited areas by a Contracting Party shall be subject to the approval of this Contracting Party.

5) Certificates of airworthiness, certificates of competency, qualifications and licences issued or rendered valid by one Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services specified in the Annex. Each Contracting Party reserves the right, however, to refuse to recognize, for the flight over its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

(6) The laws, rules, regulations and instructions of one Contracting Party, especially those relating to the entry into or departure from its territory of passengers, crew, cargo or aircraft engaged in International air navigation (such as regulations relating to entry, exit, immigration, passports, customs and quarantine), shall be applicable to the passengers, crew, cargo and aircraft of the designated airlines of the other Contracting Party, while within the territory of the former Contracting Party.

### *Article III*

For the purpose of operating international air services by the designated airlines, each Contracting Party grants to the other Contracting Party the following rights:

- (1) to fly without landing across the territory of the other Contracting Party;
- (2) to make stops in the said territory for non-traffic purposes;
- (3) to embark and disembark at the points in the said territory named on each of the agreed services international traffic in passengers, mail and cargo.

### *Article IV*

In order to maintain equilibrium between the capacity of the specified air services and the requirements of the public for air transport on the specified air routes and in order to maintain proper relationship between the specified services and other air services operating on the specified air routes, the Contracting Parties agree as follows:

(A) The air transport offered by the airlines of each Contracting Party on the specified air routes shall bear a close relationship to the needs of the public for air transport and to the traffic interests of the airlines concerned as defined in this Agreement.

(B) The services provided by a designated airline or airlines under this Agreement shall retain as their primary objectives the general principle that capacity shall be related:

- (1) to the requirements of traffic between the country of origin of the air services and the destination on the specified routes;

- (2) to air transport needs of the area through which the airline passes, and
- (3) the requirements of through airline operations.

#### *Article V*

(1) Each Contracting Party shall cause its designated airlines to provide to the Aeronautical Authorities of the other Contracting Party, as long in advance as practicable, copies of time tables, traffic schedules including any modification thereof, and all other relevant information concerning the operation of the specified air services.

(2) Each Contracting Party shall cause its designated airlines to provide to the Aeronautical Authorities of the other Contracting Party statistics relating to the traffic carried on their air services to, from or over the territory of the other Contracting Party showing the origin and destination of the traffic.

#### *Article VI*

The rates on any agreed service 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 of other airlines, operating over the same route or route segment. These rates shall be fixed in accordance with the following provisions:

- (a) The rates should, if possible, be fixed for each route by agreement between the designated airlines concerned, in consultation with other airlines operating over the same route or route segment. Such agreement shall, where possible, be reached through or in accordance with the procedures of the International Air Transport Association.
- (b) The rates so agreed shall be submitted for approval to the aeronautical authorities of both Contracting Parties at least one month prior to the proposed date of introduction. This period may be reduced in special cases if the aeronautical authorities so agree.
- (c) If the designated airlines fail to agree or if the rates are not approved by the aeronautical authorities of one Contracting Party, the aeronautical authorities of both Contracting Parties shall endeavour to secure agreement on the rates to be established.
- (d) If no accord as envisaged in section (c) above is reached between the aeronautical authorities of the two Contracting Parties, the provisions of Article XII of this Agreement shall apply.

- (e) Until such time as an arbitral award is rendered, the Contracting Party which has expressed disagreement with the rates shall be entitled to require the other Contracting Party to maintain the rates previously in effect.

*Article VII*

(1) Supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores on board an aircraft of the designated airline of one Contracting Party on arrival in the territory of the other Contracting Party shall be exempt from all national duties and charges including customs duties and inspection fees even though such supplies are used by aircraft on flights in that territory. The goods so exempted shall not be unloaded except with the approval of the Customs Authorities of the other Contracting Party, and if unloaded, shall be kept under customs supervision until required for use of the aircraft of the designated airline or re-exported.

(2) Supplies of fuel, lubricating oils, spare parts regular equipment and aircraft stores introduced into or taken on board aircraft of one Contracting Party in the territory of the other Contracting Party by or on behalf of the designated airline of the first Contracting Party for use in the operation of the agreed services shall be accorded treatment not less favourable than that granted by the second Contracting Party to airlines of the most favoured nation or to its national airlines, engaged in international air services.

*Article VIII*

Each Contracting Party shall have the right after consultation with the other Contracting Party to refuse to accept the designation of an airline, to withhold, revoke, or impose appropriate conditions as it may deem necessary with respect to an operating permission, in case it is not satisfied that substantial ownership and effective control of the airlines are vested in the nationals of the other Contracting Party, or in case of failure by designated airline of the other Contracting Party to comply with the laws and regulations of the former Contracting Party. In the event of action by one Contracting Party under this Article the rights of the other Contracting Party under Article XII shall not be prejudiced.

*Article IX*

(1) Each Contracting Party undertakes to offer assistance in its territory to a distressed aircraft of the other Contracting Party, used for the exploitation of specified air services; said assistance shall be in the same manner as though it were concerning its own aircraft operating similar international services.

(2) In case an accident occurs to such an aircraft causing death or injury to person(s) or serious damage to aircraft, the Contracting Party in whose territory the accident occurs shall investigate into the circumstances of the accident. The Contracting Party to whom the aircraft is related shall be authorized to send observers who shall assist in the investigations. A report of the findings is to be communicated to the other Contracting Party by the Party conducting the investigations.

#### *Article X*

(1) There shall be consultation as necessary between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters effecting the fulfillment of the present Agreement.

(2) Either Contracting Party may, at any time, request consultation with the other Party if the former Party considers it desirable to modify or amend any provision of the present Agreement or its annex. Such consultation shall begin within sixty days from the date of the request. Modifications agreed between the Contracting Parties as a result of such consultations shall come into effect:

- (a) in respect of provisions of the Agreement other than those of the Annex, when the Contracting Parties confirm by an Exchange of Notes through the diplomatic channel that the respective constitutional procedures required to give effect to such modifications have been carried out; and
- (b) in respect of the provisions of the Annex, when confirmed by an Exchange of Notes.

#### *Article XI*

(1) Either Contracting Party may, at any time, give notice to the other Party of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the other Party and the International Civil Aviation Organization. This Agreement shall then terminate one year after the date of receipt of the notice by the other Party, unless the notice is withdrawn by Agreement before the expiry of this period.

(2) In the absence of acknowledgment of receipt by the other Contracting Party notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

*Article XII*

(1) If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement and/or its Annex, the Contracting Parties shall in the first place endeavour to settle it by negotiation between themselves.

(2) If the Contracting Parties fail to reach a settlement by negotiation they hereby agree to refer the dispute for decision to an arbitral tribunal set up by agreement between them or to any tribunal competent to decide it, established within the International Civil Aviation Organization, or to the International Court of Justice.

(3) The Contracting Parties undertake to comply with any decision given, including any interim recommendation made under paragraph (2) of this Article.

(4) If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with the decision given under paragraph (2) of this Article, the other Contracting Party may limit, withhold or revoke any rights which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline(s) of the said Contracting Party in default.

*Article XIII*

In the event of the conclusion of a multilateral convention or agreement concerning air transport to which both Contracting Parties adhere, this Agreement shall be modified to conform with the provisions of such convention or agreement.

*Article XIV*

The Annex to this Agreement shall be deemed to be part of the Agreement and all references to the "Agreement" shall include references to the Annex, except where otherwise expressly provided.

*Article XV*

This Agreement and its Annex and any exchange of notes shall be registered with the International Civil Aviation Organization.



*Article XVI*

The present Agreement shall be provisionally applicable from the date of its signature and shall come into force from the date of exchange of notes stating that the formalities required by the National Legislature of each Contracting Party have been met.

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

DONE this twenty-seventh day of July AD 1961, at Beirut in duplicate in the Arabic and English languages, both texts being equally authentic.

In case of difference the English text shall prevail.

For the Government  
of the Republic of Lebanon:

[Signed — Signé]<sup>1</sup>

For the Government  
of the Republic of Liberia:

[Signed — Signé]<sup>2</sup>

## ANNEX

## SECTION I

*Routes to be operated by the designated airline or airlines of the Lebanese Government*

Beirut — Khartoum — Fort Lamy — Kano — Lagos — Accra — Abidjan — Monrovia and/or Robertsfield — Freetown — Dakar — Casablanca — Tripoli — Beirut and vice-versa.

## NOTE:

The designated airline or airlines of the Lebanese Government may on any or all flights omit calling at any of the above-mentioned points provided that the agreed services on these routes begin in Lebanon.

<sup>1</sup> Signed by S. E. Kamal Djomblatt — Signé par S. E. Kamal Djomblatt.

<sup>2</sup> Signed by H. E. M. McKinley de Shield — Signé par H. E. M. McKinley de Shield.

## SECTION II

*Routes to be operated by the designated airline or airlines of the Liberian Government*

Monrovia and/or Robertsfield – Abidjan – Accra – Lagos – Kano – Fort Lamy – Khartoum – Beirut – Tripoli – Casablanca – Dakar – Freetown – Monrovia and/or Robertsfield and vice-versa.

## NOTE:

The designated airline or airlines of the Liberian Government may on any or all flights omit calling at any of the above-mentioned points provided that the agreed services on these routes begin in Liberia.

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