

No. 11328

**FRANCE
and
KHMER REPUBLIC**

**Air Transport Agreement (with annex). Signed at Paris on
15 January 1964**

**Exchange of letters constituting an agreement amending the
schedule of routes annexed to the above-mentioned
Agreement. Phnom Penh, 19 March 1969**

Authentic texts: French.

Registered by the International Civil Aviation Organization on 17 September 1971.

**FRANCE
et
RÉPUBLIQUE KHMÈRE**

**Accord relatif au transport aérien (avec annexe). Signé à
Paris le 15 janvier 1964**

**Échange de lettres constituant un accord portant modification
du tableau des routes annexé à l'Accord susmentionné.
Phnom Penh, 19 mars 1969**

Textes authentiques: français.

Enregistrés par l'Organisation de l'aviation civile internationale le 17 septembre 1971.

[TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE ROYAL GOVERNMENT OF CAMBODIA

The Government of the French Republic and

The Royal Government of Cambodia,

Desiring to encourage the development of air transport between France and Cambodia and to further as much as possible international co-operation in this field;

Have agreed as follows:

TITLE I

GENERAL

Article 1

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

Article 2

For the purposes of this Agreement and its annex, the word “territory” shall have the meaning assigned to it in article 2 of the Convention on International Civil Aviation.²

Article 3

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

¹ Came into force on 15 January 1964 by signature, 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.

2. The following shall also be exempt from the same duties and taxes, with the exception of charges and taxes corresponding to services performed:

- (a) Aircraft stores of whatever origin acquired in the territory of either Contracting Party within limits fixed by the authorities of said Contracting Party and taken on board aircraft operating an international service of the other Contracting Party;
- (b) Spare parts imported into the territory of either Contracting Party for the maintenance or repair of aircraft engaged in international air navigation by the designated airlines 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.

3. Regular aircraft equipment, materials and supplies on board 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 that territory. In such cases they may be placed under the supervision of said authorities until such time as they are re-exported or entered on a customs declaration.

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 operations on the air routes specified in the annex to this Agreement. 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 or airlines of the other Contracting Party.

(b) Passengers, crews and shippers of goods 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 quarantine.

Article 6

Each Contracting Party reserves the right to withhold an operating permit from an airline designated by the other Contracting Party or to revoke such permit whenever, on sufficient grounds, it considers that it has no proof that substantial ownership and effective control of such airline are vested in the other Contracting Party or its nationals, or whenever the airline fails to comply with the laws and regulations referred to in article 5 or to fulfil 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 date of the request therefor.

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

Article 8

Each Contracting Party may at any time give notice to the other Contracting Party 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

1. Any dispute relating to the interpretation or application of this Agreement which it has not been possible to settle between the aeronautical authorities or between the Governments of the Contracting Parties in accordance with the provisions of article 7 shall, at the request of either Contracting Party, be referred to an arbitral tribunal.

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

If, within a period of two months from the date on which one of the two Governments has proposed settlement of the dispute by arbitration, the two arbitrators have not been appointed, or if, within a further period of one month, the arbitrators have not agreed upon the appointment of a chairman, either Contracting Party may request the President of the Council of ICAO to make the necessary appointments.

3. 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.

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 in all cases be considered final.

5. If and so long as either Contracting Party fails to comply with the arbitral awards, 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 of the remuneration of the chairman appointed.

Article 10

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

TITLE II

AGREED SERVICES

Article 11

The Government of the French Republic and the Royal Government of Cambodia grant to each other the right to have the air services specified in

the route schedules appearing in the annex to this Agreement operated by one or more designated airlines. The said services shall hereinafter be referred to as: “agreed services”.

Article 12

(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 one or more airlines which are to operate on the specified route or routes;
- (2) The Contracting Party granting the rights has given the airline or airlines 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 commercial airline operations.

Article 13

The airline or airlines designated by the French Government under this Agreement shall enjoy, in Cambodian territory, the right to set down and pick up international traffic in passengers, mail or cargo at the points and on the French routes listed in the annex hereto.

The airline or airlines designated by the Royal Government of Cambodia under this Agreement shall enjoy, in French territory, the right to set down and pick up international traffic in passengers, mail or cargo at the points and on the Cambodian routes listed in the annex hereto.

Article 14

The airlines designated by each Contracting Party shall be assured just and equitable treatment so as to enjoy equal opportunities for the operation of the agreed services.

In operating on common routes they shall take into account their mutual interests so as not to affect unduly their respective services.

Article 15

On each of 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.

The airline or airlines designated by either Contracting Party may, within the limit of the over-all capacity specified in the first paragraph of this article, satisfy the requirements of traffic 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.

Capacity additional to that referred to in the first paragraph of this article may also be provided, subject to prior authorization by the aeronautical authorities of the two Contracting Parties, whenever it is warranted by the traffic requirements of the countries served by the route.

Article 16

For the purposes of this article, the expression “change of gauge” at a specified point means that beyond that point traffic on the line in question is carried by the same airline but by an aircraft other than the one used on the same route before the said point.

A change of gauge that is justified by reason of economy of operations shall be permitted at any point served by the airlines designated under this Agreement.

However, no change of gauge shall have the effect of making the operation of the agreed services contrary to the rules set out in article 15 of this Agreement.

Article 17

1. The tariffs to be charged on the agreed services operating on the Cambodian and French 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.

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 intended date for their entry into force; in special cases this period may be reduced, subject to the agreement of the said authorities.

3. Should the designated airlines fail to agree on the fixing of a tariff in accordance with paragraph 1 above, or should either Contracting Party indicate 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.

Until the arbitral award is made, the Contracting Party which has indicated its dissatisfaction shall have the right to require the other Contracting Party to maintain the tariffs previously in force.

Article 18

The annexes and the notes exchanged between the two Contracting Parties relating to this Agreement shall be deemed to be an integral part of it. Any reference made to this Agreement shall also include reference to the above-mentioned annexes and notes.

TITLE III

FINAL PROVISION

Article 19

This agreement shall enter into force on the date of signature.

DONE at Paris on 15 January 1964, in duplicate, in the French language.

For the Government
of the French Republic:

AUGUSTIN JORDAN

For the Royal Government
of Cambodia:

PHO PROEUNG

ANNEX

SCHEDULE OF ROUTES

French route: from France, via all intermediate points in Germany, Italy, Yugoslavia, Greece, Turkey, Egypt, Israel, Lebanon, Syria, Iraq, Saudi Arabia, Iran, Pakistan, India, Ceylon, Burma, to Phnom Penh and beyond:

- (i) to the Philippines, Korea, Japan, in both directions;
- (ii) to Indonesia, Australia, New Zealand and the French Territories in the Pacific, in both directions.

Cambodian route: from Cambodia to Paris, via all intermediate points in:

- (i) China, Korea, Japan, Poland, in both directions;
- (ii) Burma, India, Pakistan, Iran, Iraq, Kuwait, Egypt, Turkey, Greece, Yugoslavia, Italy, in both directions.

One or more points in the schedule of routes may be omitted at the option of either Contracting Party, provided that the point of departure or of arrival of the route is situated in the territory of the Contracting Party which wishes to omit such points.

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN FRANCE AND CAMBODIA AMENDING THE SCHEDULE OF ROUTES ANNEXED TO THE AIR TRANSPORT AGREEMENT OF 15 JANUARY 1964²

I

EMBASSY OF FRANCE
TO CAMBODIA

The Embassy of France presents its compliments to the Ministry of Foreign Affairs of the Royal Government of Cambodia and has the honour to notify it of the following:

During the talks which took place at Phnom Penh between the Ambassador of France and the Cambodian authorities, it was agreed that the following additions would be made to the schedule of routes annexed to the Air Transport Agreement between France and Cambodia signed at Paris on 15 January 1964:²

1. Siem-Reap to be included in the French route (this point being served under the same conditions as Phnom Penh);
2. Nice to be included in the Cambodian route (this point being served under the same conditions as Paris).

The wording of the schedule of routes annexed to the above-mentioned Agreement shall therefore be amended as follows:

“*French route*: from France, via all intermediate points in Germany, Italy, Yugoslavia, Greece, Turkey, Egypt, Israel, Lebanon, Syria, Iraq, Saudi Arabia, Iran, Pakistan, India, Ceylon, Burma, to Phnom Penh and/or Siem-Reap and beyond:

“ (i) to the Philippines, Korea, Japan, in both directions;

“ (ii) to Indonesia, Australia, New Zealand and the French Territories in the Pacific, in both directions.

¹ Came into force on 19 March 1969, the date of the note in reply, in accordance with the provisions of the said notes.

² See p. 27 of this volume.

“*Cambodian route*: from Cambodia to Paris and/or Nice, via all intermediate points in:

“ (i) China, Korea, Japan, Poland, in both directions;

“(ii) Burma, India, Pakistan, Iran, Iraq, Kuwait, Egypt, Turkey, Greece, Yugoslavia, Italy, in both directions.

“One or more points in the schedule of routes may be omitted at the option of either Contracting Party, provided that the point of departure or of arrival of the route is situated in the territory of the Contracting Party which wishes to omit such points.”

The Embassy of France has the honour to inform the Ministry of Foreign Affairs that the foregoing provisions meet with the full agreement of the French Government.

If they also meet with the agreement of the Cambodian Government, the Embassy of France has the honour to propose to the Ministry of Foreign Affairs that this note and the Cambodian Government's reply thereto shall constitute the agreement between the French Government and the Cambodian Government provided for in article 7 of the above-mentioned Air Transport Agreement, which shall take effect as from today.

The Embassy of France takes this opportunity, etc.

Phnom Penh, 19 March 1969

LOUIS DAUGE

Ministry of Foreign Affairs of the Royal Government
of Cambodia
Phnom Penh

II

No. 406 DGE/AE/601

The Ministry of Foreign Affairs of the Royal Government of Cambodia presents its compliments to the Embassy of France at Phnom Penh and has the honour to acknowledge receipt of the Embassy's note of today's date, which reads as follows:

[See letter I]

The Ministry has the honour to confirm to the Embassy that the foregoing provisions meet with the full agreement of the Royal Government and to agree that the Embassy's note and this note shall constitute the agreement between the Royal Government and the French Government provided for in article 7 of the above-mentioned Air Transport Agreement, which shall take effect as from today.

The Ministry of Foreign Affairs of the Royal Government of Cambodia take this opportunity to renew to the Embassy of France the assurances of its highest consideration.

Phnom Penh, 19 March 1969

Embassy of France
Phnom Penh
