

No. 11686

**JAPAN
and
LEBANON**

**Agreement for air services (with annex). Signed at Tokyo
on 2 June 1967**

Authentic text: English.

Registered by the International Civil Aviation Organization on 3 April 1972.

**JAPON
et
LIBAN**

**Accord relatif aux services aériens (avec annexe). Signé à
Tokyo le 2 juin 1967**

Texte authentique: anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 3 avril 1972.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF THE REPUBLIC OF
LEBANON FOR AIR SERVICES

The Government of Japan and the Government of the Republic of Lebanon,

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

Desiring to conclude an agreement for the purpose of establishing and operating air services between and beyond their respective territories,
Have agreed as follows:

Article 1

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

(a) the term “the Convention” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 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 Japan, the Ministry of Transport and any person or body authorized to perform any functions at present exercised by the said Ministry or similar functions, and, in the case of Lebanon, the Directorate General of Transport and any person or body authorized to perform any functions at present exercised by the said Directorate or similar functions;

(c) the term “designated airline” means an airline which one Contracting Party has designated by written notification to the other Contracting Party for the operation of air services on the routes specified in such

¹ Came into force on 18 March 1971, the date of the exchange of diplomatic notes indicating its approval by each Contracting Party as provided for by its constitutional procedures, in accordance with article 15 (2).

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.

notification, and to which the appropriate operating permission has been given by that other Contracting Party, in accordance with the provisions of Article 3 of the present Agreement;

(d) the term “territory” in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or trusteeship of that State;

(e) the terms “air service”, “international air service”, “airline” and “stop for non-traffic purposes” have the meanings respectively assigned to them in Article 96 of the Convention; and

(f) the term “Annex” means the Annex to the present Agreement or as amended in accordance with the provisions of Article 11 of the present Agreement.

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 on the routes specified in the Annex (hereinafter called “the agreed services” and “the specified routes” respectively).

(2) Subject to the provisions of the present Agreement, the designated airline or airlines of 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; and

(c) to make stops in the said territory at the points specified for that route in the Annex for the purpose of putting down and taking up international traffic in passengers, cargo and mail.

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

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, grant the appropriate operating permission without delay to the airline or airlines thus designated.

(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 by them to the operation of international air services.

(4) Each Contracting Party shall have the right to withhold the grant to an airline designated by the other Contracting Party or revoke the grant to a designated airline of the rights specified in paragraph (2) of Article 2 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by such airline of those rights, in any case where it 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) An airline designated and authorized in accordance with the provisions of paragraphs (1) and (2) of this Article may begin to operate the agreed services provided that tariffs established in accordance with the provisions of Article 7 of the present Agreement are in force in respect of those services.

(6) Each Contracting Party shall have the right to suspend the exercise by a designated airline of the other Contracting Party of the rights specified in paragraph (2) of Article 2 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by such designated airline of those rights, in any case where that airline fails to comply with the laws and regulations of the Contracting Party granting those rights or otherwise fails to operate in accordance with the conditions prescribed in the present Agreement; provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringements of laws and regulations, except in the case where a designated airline of the other Contracting Party fails to operate in accordance with the decision given under paragraph (2) of Article 10, this right shall be exercised only after consultation with the other Contracting Party.

Article 4

(1) Fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores introduced into the territory of one Contracting Party, or

taken on board aircraft in that territory, by or on behalf of the other Contracting Party or its designated airline or airlines and intended solely for use by or in the aircraft of those airlines shall be accorded by the first Contracting Party, in respect of customs duties, inspection fees and other similar national or local duties and charges, treatment not less favourable than that granted to its national airlines engaged in the operation of international air services or to the airlines of the most favoured nation.

(2) Supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board aircraft of the designated airline or airlines of one Contracting Party shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees or similar duties or charges, even though such supplies be used by such aircraft on flights in that territory. Goods so exempted may only be unloaded with the approval of the customs authorities of the other Contracting Party. Those goods, which are to be re-exported, shall be kept in bond, until reexportation under customs supervision.

(3) The charges which either of the Contracting Parties may impose, or permit to be imposed, on the designated airline or airlines of the other Contracting Party for the use of airports and other facilities under its control shall be just and reasonable and not higher than would be paid for the use of such airports and facilities by the airlines of the most favoured nation or by any national airline of the first Contracting Party engaged in international air services.

Article 5

The laws and regulations 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 apply to the passengers, crew, cargo and aircraft of the designated airline or airlines of the other Contracting Party upon entering into or departing from or while within the territory of the former Contracting Party.

Article 6

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

(2) In the operation by the designated airline or airlines of either Contracting Party of the agreed services, the interests of the designated airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provide on all or part of the same routes.

(3) The agreed services provided by a designated airline on the specified routes shall bear a close relationship to the requirements of the public for such services, and shall retain as their primary objective the provision at a reasonable load factor of capacity adequate to 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 such airline. Provision for the carriage of passengers, cargo and mail both taken up and discharged at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:

- (a) traffic requirements between the territory of the Contracting Party which has designated the airline or airlines and the countries of destination of the traffic;
- (b) traffic requirements of the area through which the airline passes; and
- (c) the requirements of through airline operations.

Article 7

The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service (such as standards of speed and accommodation) and the tariffs of other airlines for any part of the specified routes. These tariffs shall be fixed in accordance with the following provisions:

(a) The tariffs referred to above 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; such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association;

(b) 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;

(c) If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be agreed in accordance with the provisions of paragraph (a) of this Article, or if during the first fifteen days of the thirty days period referred to in paragraph (b) 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 (a) of this Article, the aeronautical authorities of the Contracting Parties shall endeavour to reach agreement on the appropriate tariffs.

(d) If the approval under paragraph (b) of this Article cannot be given and the agreement under paragraph (c) of this Article cannot be reached, the dispute shall be settled in accordance with the provisions of Article 10 of the present Agreement; and

(e) No new tariff shall come into effect if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the terms of paragraph (3) of Article 10 of the present Agreement. The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established.

Article 8

(1) The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline or airlines of the first Contracting Party. Such statements shall include all information required to ascertain the amount of traffic carried by such airline or airlines on the agreed services.

(2) Each Contracting Party shall cause its designated airline or 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 agreed services.

Article 9

It is the intention of both Contracting Parties that there should be regular and frequent consultations between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfilment of the present Agreement.

Article 10

(1) If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, 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, the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within a period of sixty days from the date of receipt by either Contracting Party from the other Contracting Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within a further period of sixty days. If either of the Contracting Parties fails to designate its own arbitrator within the period of sixty days or if the third arbitrator is not agreed upon within the period indicated, the President of the International Court of Justice may be requested by either Contracting Party to appoint an arbitrator or arbitrators.

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

Article 11

(1) Either Contracting Party may at any time request consultation with the other Contracting Party for the purpose of amending the present Agreement. Such consultation shall begin within a period of sixty days from the date of receipt of such request.

(2) If the amendment relates to the provisions of the Agreement other than those of the Annex, the amendments shall be approved by each Contracting Party in accordance with its constitutional procedures and shall enter into force on the date of exchange of diplomatic notes indicating such approval.

(3) If the amendment relates only to the Annex, the consultation shall be between the aeronautical authorities of both Contracting Parties, and when these authorities agree on a new or revised Annex, the agreed amendments on the matter shall come into effect after they have been confirmed by an exchange of diplomatic notes.

Article 12

If a general multilateral convention concerning air transport comes into force in respect of both Contracting Parties, the present Agreement shall be amended so as to conform with the provisions of such convention.

Article 13

Either Contracting Party may at any time notify the other Contracting Party of its intention to terminate the present Agreement. A copy of the notice shall be sent simultaneously to the International Civil Aviation Organization. If such notice is given, the present Agreement shall terminate one year after the date of receipt by the other Contracting Party of the notice, unless the notice is withdrawn by agreement between the Contracting Parties before the expiration of that period. If the other Contracting Party fails to acknowledge receipt, notice shall be deemed to have been received fourteen days after the date of receipt by the International Civil Aviation Organization of the copy of the notice.

Article 14

The present Agreement and any amendment to it shall be registered with the International Civil Aviation Organization.

Article 15

(1) The Annex shall be deemed to be an integral part of the present Agreement and all references to the "Agreement" shall include references to the Annex, except where otherwise expressly provided.

(2) The present Agreement shall be approved by each Contracting Party in accordance with its constitutional procedures and the Agreement shall enter into force on the date of exchange of diplomatic notes indicating such approval.

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

DONE in duplicate, in the English language, at Tokyo this second day of June, 1967.

For the Government
of Japan:

[Signed — Signé]¹

For the Government
of the Republic of Lebanon:

[Signed — Signé]²

ANNEX

1. Route to be operated in both directions by the designated airline or airlines of Japan:
Points in Japan — Okinawa — Points on the mainland of China — Taipei — Hong Kong or Manila — Saigon — Phnom Penh — Bangkok — Rangoon — Dacca — Colombo — Calcutta — New Delhi — Karachi — Tehran — Beirut — Athens or Istanbul — Rome — Geneva or Zurich — Frankfurt am Main or Düsseldorf — Paris — Amsterdam — London — Points in the United States of America and beyond.
2. Route to be operated in both directions by the designated airline or airlines of the Republic of Lebanon:
Beirut — Kuwait — Dhahran — Bahrein — Doha — Tehran — Kabul — Karachi — Bombay or New Delhi — Rangoon — Bangkok — Hong Kong — Manila — Osaka — Tokyo — Points in the United States of America.
3. The agreed services provided by the designated airline or airlines of either Contracting Party shall begin at a point in the territory of that Contracting Party, but other points on the specified route may at the option of the designated airline be omitted on any or all flights.

¹ Signed by N. Kushiba — Signé par N. Kushiba.

² Signed by Shavarsh Toriguian — Signé par Shavarsh Toriguian.