

No. 13061

**UNITED STATES OF AMERICA
and
LEBANON**

**Air Transport Agreement (with route schedule and exchange
of notes). Signed at Beirut on 1 September 1972**

Authentic texts of the Agreement and the route schedule: English and Arabic.

Authentic text of the notes: English.

Registered by the United States of America on 12 February 1974.

**ÉTATS-UNIS D'AMÉRIQUE
et
LIBAN**

**Accord relatif aux transports aériens (avec tableau de routes
et échange de notes). Signé à Beyrouth le 1^{er} septembre
1972**

Textes authentiques de l'Accord et du tableau de routes : anglais et arabe.

Texte authentique des notes : anglais.

Enregistré par les États-Unis d'Amérique le 12 février 1974.

AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF LEBANON

The Government of the United States of America and the Government of Lebanon,

Recognizing the importance of international air travel between the two countries and desiring to conclude an agreement which will assure its continued development in the common welfare, and

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

Have agreed as follows:

Article 1. For the purpose of the present Agreement:

A. "Agreement" shall mean this Agreement, the route schedule attached thereto and any amendments thereto.

B. "Aeronautical authorities" shall mean, in the case of the United States of America, the Federal Aviation Administration with respect to the technical permission, safety standards, and requirements referred to in article 3 and 6 (B) respectively, otherwise the Civil Aeronautics Board, and in the case of Lebanon, the Directorate General of Civil Aviation, or, in both cases, any person, body or agency authorized to perform the functions exercised at present by those authorities.

C. Subject to the provisions of paragraph A, article 3, 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 notification, and to which the appropriate operating permission has been given by that other Contracting Party, in accordance with the provisions of paragraph B of article 3 of the present Agreement.

D. "Territory", in relation to a State, shall mean the land areas under the sovereignty, suzerainty, protection, jurisdiction of trusteeship of that State, and territorial waters adjacent thereto.

E. "Air service" shall mean any scheduled air service performed by aircraft for the public transport of passengers, mail, or cargo, separately or in combination.

F. "International air service" shall mean an air service which passes through the air space over the territory of more than one State.

G. "Stop for non-traffic purposes" shall mean a landing for any purpose other than taking on or discharging passengers, cargo or mail.

Article 2. Each Contracting Party grants to the other Contracting Party rights for the conduct of air services by the designated airline or airlines, as follows:

¹ Came into force provisionally on 1 September 1972 by signature, in accordance with article 16.

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; vol. 514, p. 209, and vol. 740, p. 21.

- (A) To fly across the territory of the other Contracting Party without landing;
- (B) To land in the territory of the other Contracting Party for non-traffic purposes; and
- (C) To make stops at the points in the territory of the other Contracting Party named on each of the routes specified in the appropriate paragraph of the route schedule to this Agreement for the purpose of taking on and discharging international traffic in passengers, cargo, and mail, separately or in combination.

Article 3. A. Each Contracting Party shall have the right to designate in writing through diplomatic channels to the other Contracting Party, one or more airlines for the purpose of operating the agreed services on the specified routes.

B. Air service on a route specified in the route schedule to this Agreement may be inaugurated by an airline or airlines of one Contracting Party at any time after that Contracting Party has designated such airline or airlines for that route and the other Contracting Party has granted the appropriate operating permission. Such other Contracting Party shall, subject to paragraph A (1) and A (3) of article 4 and article 6, grant this permission with a minimum of procedural delay, provided that the designated airline or airlines may be required to qualify before the competent aeronautical authorities of that Contracting Party, under the laws and regulations normally applied by those authorities, before being permitted to engage in the operations contemplated in this Agreement.

Article 4. A. Each Contracting Party reserves the right to withhold or revoke the operating permission referred to in article 3 of this Agreement with respect to an airline designated by the other Contracting Party, or to impose conditions on such permission in the event that:

- (1) Such airline fails to qualify under the laws and regulations normally applied by the aeronautical authorities of that Contracting Party;
- (2) Such airline fails to comply with the laws and regulations referred to in article 5 of this Agreement; or
- (3) That Contracting Party is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in nationals of that Contracting Party.

B. Unless immediate action is essential to prevent infringement of the laws and regulations referred to in article 5 of this Agreement, the right to revoke such permission shall be exercised only after consultation with the other Contracting Party.

Article 5. A. The laws and regulations of one 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 designated by the other Contracting Party and shall be complied with by such aircraft upon entrance into or departure from and while within the territory of the first Contracting Party.

B. The laws and regulations of one Contracting Party relating to the admission

to or departure from its territory of passengers, crew, cargo or mail of aircraft, including regulations, relating to entry, clearance, immigration, passports, customs, and quarantine, shall be complied with by or on behalf of such passengers, crew, cargo or mail of the airline of the other Contracting Party upon entrance into or departure from and while within the territory of the first Contracting Party.

Article 6. A. Certificates of airworthiness, certificates of competency, and licenses 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 provided for in this Agreement, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention or International Civil Aviation. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.

B. The competent aeronautical authorities of each Contracting Party may request consultations concerning the safety standards and requirements relating to aeronautical facilities, airmen, aircraft, and the operation of the designated airlines which are maintained and administered by the other Contracting Party. If following such consultations, the competent aeronautical authorities of either Contracting Party find that the other Contracting Party does not effectively maintain and administer safety standards and requirements in these areas that are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation, they will notify the other Contracting Party of such findings and the steps considered necessary to bring the safety standards and requirements of the other Contracting Party to standards at least equal to the minimum standards which may be established pursuant to said Convention, and the other Contracting Party will take appropriate corrective action. Each Contracting Party reserves the right to withhold or revoke the technical permission referred to in article 3 of this Agreement with respect to an airline designated by the other Contracting Party, or to impose conditions on such permission, in the event the other Contracting Party does not take such appropriate action within a reasonable time.

Article 7. Each Contracting Party may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control, provided that such charges shall not be higher than the charges imposed for the use of such airports and facilities by its national aircraft engaged in similar international services.

Article 8. A. Each Contracting Party shall exempt the designated airline or airlines of the other Contracting Party on the basis of reciprocity and to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees, and other national duties and charges on fuel, lubricants, consumable technical supplies, spare parts including engines, regular equipment, ground equipment, stores, and other items intended for use solely in connection with the operation or servicing of aircraft of the airlines of such other

Contracting Party engaged in international air service. The exemptions provided under this paragraph shall apply to items:

- (1) Introduced into the territory of one Contracting Party by or on behalf of the designated airlines of the other Contracting Party;
- (2) Retained on aircraft of the designated airlines on one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or
- (3) Taken on board aircraft of the designated airlines of one Contracting Party in the territory of the other and intended for use in international air service:

whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption.

B. The exemptions provided for by this article shall also be available in situations where the designated airline or airlines of one Contracting Party have entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph A, provided such other airline or airlines similarly enjoy such exemptions from such other Contracting Party.

Article 9. A. There shall be a fair and equal opportunity for the airlines of each Contracting Party to operate on any route covered by this Agreement.

B. In the operation by the airlines of either Contracting Party of the air services described in this Agreement, the interest of the 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.

C. The air services made available to the public by the airlines operating under this Agreement shall bear a close relationship to the requirements of the public for such services.

D. Services provided by a designated airline under this Agreement shall retain as their primary objective the provisions of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic. The right to embark or disembark on such services, international traffic destined for and coming from third countries at a point or points on the routes specified in this Agreement shall be applied in accordance with the general principles of orderly development to which both Contracting Parties subscribe and shall be subject to the general principle that capacity should be related to:

- (1) traffic requirements between the country of origin and the countries of ultimate destination of the traffic;
- (2) the requirements of through airline operations; and
- (3) the traffic requirements of the area through which the airline passes, after taking account of local and regional services.

E. Without prejudice to the right of each Contracting Party to impose such uniform conditions on the use of airports and airport facilities as are consistent with article 15 of the Convention on International Civil Aviation, neither Contracting Party shall unilaterally restrict the airline or airlines of the other Contracting Party with respect to capacity, frequency, scheduling or type of aircraft employed in

connection with services over any of the routes specified in the Route Schedule to this Agreement. In the event that one of the Contracting Parties believes that the operations conducted by an airline of the other Contracting Party have been inconsistent with the standards and principles set forth in this article, it may request consultations pursuant to article 12 of this Agreement for the purpose of reviewing the operations in question to determine whether they are in conformity with said standards and principles.

Article 10. The following provisions shall govern the sale of air transportation and the conversion and remittance of revenues:

A. Subject to the compliance with national laws and regulations for the protection of the passenger, each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, in its discretion, through its agents. Such airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation, in the currency of the territory or in freely convertible currencies of other countries.

B. Any rate specified in terms of the national currency of one of the Contracting Parties shall be established in an amount which reflects the effective exchange rate (including all exchange fees or other charges) at which the airlines of both parties can convert and remit the revenues from their transport operations into the national currency of the other Party.

C. Each designated airline shall have the right to convert and remit to its country local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly and without restrictions at the rate of exchange in effect for the sale of transportation at the time such revenues are presented for conversion and remittance and shall be exempted from taxation to the fullest extent permitted by national law. If a Contracting Party does not have a convertible currency and requires the submission of applications for conversion and remittance, the airlines of the other Contracting Party shall be permitted to file such applications as often as weekly, free of burdensome or discriminatory documentary requirements.

Article 11. A. 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 air services provided 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 air services covered by the Agreement.

B. 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 air services covered by the Agreement.

Article 12. A. Either Contracting Party may at any time request consultations on the interpretation, application, or amendment of this Agreement. Such consultations shall begin within a period of sixty (60) days from the date the other Contracting Party receives the request.

B. If an amendment relates to the provisions of the Agreement other than those of the route schedule, it 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.

C. If an amendment relates only to the route schedule, the consultation shall be between the appropriate authorities of both Contracting Parties, and when these authorities agree on a new or revised route schedule, the agreed amendment on the matter shall come into effect after it has been confirmed by an exchange of diplomatic notes.

Article 13. A. Any dispute with respect to matters covered by this Agreement not satisfactorily adjusted through consultation shall, upon request of either Contracting Party, be submitted to arbitration in accordance with the procedures set forth herein.

B. Arbitration shall be by a tribunal of three arbitrators constituted as follows:

- (1) One arbitrator shall be named by each Contracting Party within sixty (60) days of the date of delivery by either Contracting Party to the other of a request for arbitration. Within thirty (30) days after such period of sixty (60) days, the two arbitrators so designated shall by agreement designate a third arbitrator, who shall not be a national of either Contracting Party.
- (2) If either Contracting Party fails to name an arbitrator, or if the third arbitrator is not agreed upon in accordance with paragraph (1), either Contracting Party may request the President of the Council of the International Civil Aviation Organization to designate the necessary arbitrator or arbitrators.

C. Each Contracting Party shall use its best efforts consistent with its national law to put into effect any decision or award of the arbitral tribunal.

D. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Contracting Parties.

Article 14. This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

Article 15. Either Contracting Party may at any time notify the other of its intention to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate one year after the date on which the notice of termination is received by the other Contracting Party, unless withdrawn before the end of this period by agreement between the Contracting Parties.

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 16. The present Agreement supersedes the Air Transport Services Agreement between the United States of America and Lebanon signed at Beirut August 11, 1946¹ and shall enter into force provisionally on the date of its signature and definitively on the date of exchange of diplomatic notes indicating approval of each Contracting Party, in accordance with its constitutional procedures.

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

DONE in duplicate at Beirut in the English and Arabic languages this First day of September, 1972. In case of any inconsistency, the text in the English language shall prevail.

For the Government
of the United States of America:

[Signed]

WILLIAM BUFFUM

For the Government
of Lebanon:

[Signed]

MAHMOUD HARFEZ

ROUTE SCHEDULE

1. An airline or airlines designated by the Government of the United States of America shall be entitled to operate air services on the routes specified, in both directions, and to make scheduled landings in the territory of Lebanon at the points specified in this paragraph:

From the United States via intermediate points in Europe and Turkey to Beirut and beyond via points to India and beyond via points to the United States.

2. An airline or airlines designated by the Government of Lebanon shall be entitled to operate air services on the routes specified in both directions, and to make scheduled landings on the territory of the United States of America at the point specified in this paragraph:

From Lebanon via Paris,* London,* Frankfurt,** Basel,*** Amsterdam,*** Copenhagen,*** and Stockholm*** to New York (and beyond to the Far East for cargo and mail services only, without traffic rights west of New York.)

3. Points on any of the specified routes may at the option of the designated airlines be omitted on any or all flights.

* With traffic rights for combination passenger, cargo and mail only; without traffic rights for cargo and mail services between Paris/London and New York.

** For cargo and mail services only without traffic rights between Frankfurt and New York.

*** For cargo and mail services only.

¹ United Nations, *Treaty Series*, vol. 66. p. 211.

EXCHANGE OF NOTES

I

Beirut, September 1, 1972

Excellency:

I have the honor to refer to the consultations held in Beirut between delegations representing the Governments of Lebanon and the United States of America from May 19 to May 23, 1972, in which agreement was reached on revisions to the United States-Lebanon Air Transport Agreement including the Route Schedule. The delegations recommended the following understandings relating to the Air Transport Agreement.

1. With respect to the exchange of diplomatic notes dated August 27, 1970,¹ which provides for Lebanon an eastbound round-the-world service for cargo and mail only pending the determination of the Lebanese route schedule under the revised Air Transport Agreement, route rights accorded to the authorized Lebanese carrier shall be continued in effect until May 27, 1976, despite the expiration by its own terms of the exchange of notes upon the coming into force of the revised Air Transport Agreement.

2. Since full exploitation of the rights available to the Lebanese side was not contemplated for some time, and since, therefore, it would be desirable to review the question of route rights again, intergovernmental consultations shall be held not later than September 30, 1975, unless otherwise agreed, to consider the route rights which will be available to each side after May 27, 1976.

3. If agreement on the route rights to be made available to each side subsequent to May 27, 1976, cannot be reached by May 27, 1976, all route rights for each side will automatically terminate on that date.

These understandings are acceptable to the Government of Lebanon. If they are also acceptable to the Government of the United States of America, I have the honor to propose that this note, together with your Excellency's reply to that effect, shall be regarded as constituting an agreement between our two Governments effective on the date of your reply.

[Signed]

MAHMOUD HAFEZ
Ambassador

Director of Economic Affairs

His Excellency M. William Buffum
Ambassador of the United States of America
Beirut

¹ United Nations, *Treaty Series*, vol. 763, p. 320.

II

No. 748

Beirut, September 1, 1972

Excellency:

I have the honor to acknowledge receipt of Your Excellency's Note of September 1, 1972, which reads as follows:

[*See note I*]

I have the honor to inform Your Excellency that the Government of the United States of America accepts the proposal contained in Your Excellency's note which, with this reply, constitutes an agreement between the two Governments relating to the Air Transport Agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

WILLIAM BUFFUM
Ambassador

His Excellency Mahmoud Hafez
Director for Economic Affairs
Ministry of Foreign Affairs
Beirut
