

**No. 13104**

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**CYPRUS  
and  
ZAMBIA**

**Agreement for air services between and beyond their  
respective territories (with annex). Signed at London  
on 6 August 1971**

*Authentic text: English.*

*Registered by the International Civil Aviation Organization on 28 February 1974.*

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**CHYPRE  
et  
ZAMBIE**

**Accord relatif aux services aériens entre leurs territoires  
respectifs et au-delà (avec annexe). Signé à Londres le 6  
août 1971**

*Texte authentique : anglais.*

*Enregistré par l'Organisation de l'aviation civile internationale le 28 février 1974.*

## AGREEMENT<sup>1</sup> BETWEEN THE REPUBLIC OF CYPRUS AND THE REPUBLIC OF ZAMBIA FOR AIR SERVICES BETWEEN AND BE- YOND THEIR RESPECTIVE TERRITORIES

The Republic of Cyprus and the Republic of Zambia, hereinafter called in the present Agreement “the Contracting Parties”, being parties to the Convention on International Civil Aviation opened for signature at Chicago, on the 7th day of December 1944,<sup>2</sup> hereinafter referred to in the present Agreement as the “Convention”, and desiring to make arrangements for air services between and beyond their respective territories, and with a view to promoting tourism, have agreed as follows:

*Article 1.* For the purpose of the present Agreement and the annex thereto the following terms have the following meaning, unless the context otherwise requires:

(a) “Aeronautical Authorities” means in the case of the Republic of Cyprus the Civil Aviation Administration of the Ministry of Communications and Works and in the case of the Republic of Zambia, the Ministry responsible for the subject of civil aviation or in both cases any other person or body authorised to perform the functions presently exercised by the said Authorities;

(b) “Designated airline” means the airline which has been designated and authorised in accordance with article 3 of the present Agreement;

(c) “Territory” in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty of that State; and

(d) “Air services”, “international air services” and “stop for non-traffic purposes” shall have, in the application of the present Agreement the meaning specified in article 96 of the Convention.

*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 to the present Agreement. Such services and routes are hereinafter called “the agreed services” and “the specified routes” respectively. The airline designated by 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;

(c) to make stops in the said territory, subject to any restriction specified in the annex to the present Agreement, 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.

(2) Nothing in paragraph (1) of this article shall be deemed to confer on the airline of one Contracting Party the privilege 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 the other Contracting Party.

<sup>1</sup> Came into force on 10 August 1973, the date of the exchange of diplomatic notes by which each Contracting Party indicated its approval in compliance with its constitutional procedures, in accordance with article 18.

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

*Article 3.* (1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline for the purpose of operating the agreed services on the specified routes.

(2) On receipt of such designation, the Aeronautical Authorities of the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this article, without delay, grant to the designated airline the appropriate operating authorisation.

(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 prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

(4) The Aeronautical Authorities of each Contracting Party shall have the right to refuse to grant the operating authorisation referred to in paragraph (2) of this article, or to impose such conditions as it may deem necessary on the exercise by the designated airline of the rights specified in article 2 of the present Agreement, in any case where the said Aeronautical Authorities are 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) When an airline has been so designated and authorised, it may begin at any time to operate the agreed services, provided that a tariff, established in accordance with the provisions of article 10 of the present Agreement, is in force in respect of that service.

*Article 4.* (1) There shall be fair and equal opportunity for the designated airline of each Contracting Party to operate on any route specified in accordance with article 2 of the present Agreement.

(2) In operating the agreed services, the designated airline of each Contracting Party shall take account of the interests of the designated airline of the other Contracting Party so as not to affect unduly the air services which the latter provides on the whole or part of the same routes.

(3) The agreed services on the routes specified in accordance with article 2 of the present Agreement shall have as their primary objective the provision of capacity adequate to the foreseeable traffic demand in passengers, cargo and mail to and from the territory of the Contracting Party designating the airline. The right of each designated airline to carry traffic between a point in the territory of the other Contracting Party and points in the territory of third countries on the specified routes in accordance with article 2 of the present Agreement shall be exercised in the interests of the orderly development of international air transport in such a way that capacity is related to:

- (a) the traffic demand to and from the territory of the Contracting Party designating the airline;
- (b) the traffic demand existing in the areas through which the agreed services pass, taking account of local and regional services;
- (c) the requirements of economic operation of through services.

*Article 5.* (1) The designated airline of each Contracting Party shall communicate for approval to the Aeronautical Authorities of the other Contracting Party not later than thirty days prior to the inauguration of services on the routes specified in accordance with article 2 of the present Agreement the types of aircraft

to be used and the flight schedules. This shall likewise apply to subsequent changes in types of aircraft and flight schedules.

(2) The Aeronautical Authorities of each Contracting Party shall furnish to the Aeronautical Authorities of the other Contracting Party, at their request, with such periodic statistical data of the designated airline, as may be reasonably required for the purpose of reviewing the capacity provided by the designated airline of each Contracting Party on the routes specified in accordance with article 2 of the present Agreement. Such data shall include all information required to determine the amount of traffic and the origin and destination of such traffic.

*Article 6.* (1) The Aeronautical Authorities of each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in article 2 of the present Agreement by the airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

- (a) 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 nationals of such Contracting Party, or
- (b) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights, or
- (c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

(2) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultations with the other Contracting Party.

*Article 7.* (1) Aircraft operated on international services by the designated airline of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft stores including food, beverages and tobacco on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

(2) There shall also be exempt from the same duties and taxes, with the exception of charges corresponding to the service performed:

- (a) aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board aircraft engaged in an international service of the other Contracting Party;
- (b) spare parts introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airline of the other Contracting Party;
- (c) fuel and lubricants destined to supply aircraft operated on international services by the designated airline 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.

Materials referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under customs supervision or control.

*Article 8.* The regular airborne equipment, as well as the material and supplies retained on board the 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 case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

*Article 9.* Passengers in transit across the territory of either Contracting Party shall be subject to no more than simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

*Article 10.* (1) The tariffs to be charged by the airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels due regard being paid to all relevant factors including cost of operation, reasonable profit, and the tariffs of other airlines.

(2) The tariffs referred to in paragraph (1) of this article shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties and in consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association.

(3) The tariffs so agreed shall be submitted for approval to the Aeronautical Authorities of both Contracting Parties at least thirty (30) 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.

(4) If the designated airlines cannot agree on any particular tariff, or if for some other reason any particular tariff cannot be fixed in accordance with the provisions of paragraph (2) of this article, or if during the first 15 days of the 30 days' period referred to in paragraph (3) of this article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any particular tariff agreed in accordance with the provisions of paragraph (2) of this article, the Aeronautical Authorities of the Contracting Parties shall try to determine that tariff by agreement between themselves.

(5) If the Aeronautical Authorities cannot agree on the approval of any particular tariff submitted to them under paragraph (3) of this article or on the determination of any particular tariff under paragraph (4), the dispute shall be settled in accordance with the provisions of article 15 of the present Agreement.

(6) Subject to the provisions of paragraph (5) of this article, no tariff shall come into force if the Aeronautical Authorities of either Contracting Party have not approved it.

(7) The tariffs established in accordance with the provisions of this article shall remain in force until new tariffs have been established in accordance with the provisions of this article.

*Article 11.* Each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer at the official rate of exchange of the excess of receipts over expenditure earned by that airline in its territory in connection with the carriage of passengers, mail and cargo.

*Article 12.* In a spirit of close cooperation, the Aeronautical Authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the annex thereto.

*Article 13.* (1) If either of the Contracting Parties considers it desirable to modify any provisions of the present Agreement, it may request consultation with the other Contracting Party. Such consultation, which may be between Aeronautical Authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days of the date of the request. Any modifications so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes.

(2) Modifications to the annex of this Agreement may be made by direct agreement between the competent Aeronautical Authorities of the Contracting Parties and shall come into force by an exchange of diplomatic notes.

*Article 14.* The present Agreement and the annex thereto shall be amended by an exchange of diplomatic notes so as to conform with any multilateral convention which may become binding on both Contracting Parties.

*Article 15.* Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgment or receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

*Article 16.* (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 negotiations.

(2) If the Contracting Parties fail to reach a settlement by negotiations, they may agree to submit the dispute for decision to some person or body or the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty days from the date of receipt by either Contracting Party from the other of a notice, through diplomatic channels, requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.

(3) The Contracting Parties undertake to comply with any decision given and to adopt any provisional measures which might be ordered in the course of the arbitration proceedings.

(4) The expenses of the arbitration shall be equally shared between the Contracting Parties.

*Article 17.* The charges imposed by either Contracting Party for the use of airports and other aviation facilities by the aircraft of the designated airline of the other Contracting Party shall not be higher than those paid by its national aircraft operating international services.

*Article 18.* The present Agreement shall be approved by each Contracting Party in accordance with its constitutional procedures, and shall enter into force upon exchange of diplomatic notes indicating such approval.

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

DONE in two originals at London this 6th day of August of the year one thousand nine hundred and seventy-one.

For the Republic  
of Cyprus:  
C. A. ASHIOTIS

For the Republic  
of Zambia:  
A. PHIRI

### ANNEX

*Article 1.* 1. The Government of the Republic of Zambia designates the Zambia Airways Corporation to operate air services on the route specified in this annex.

2. Zambia Airways Corporation shall have the right to operate one weekly service on the following route:

Points in Zambia-Entebbe-Nicosia-London and vice versa (3rd and 4th freedom traffic rights).

*Article 2.* 1. The Government of the Republic of Cyprus designates Cyprus Airways Limited to operate air services on the route specified in this annex.

2. Cyprus Airways Limited shall have the right to operate one weekly service on the following route:

Nicosia-one intermediate point-Lusaka-one point beyond and vice versa (3rd and 4th freedom traffic rights).

NOTE: The designated airlines may omit any point on any or all flights on the specified routes.