

No. 13153

**FRANCE
and
YUGOSLAVIA**

**Air Transport Agreement (with annex). Signed at Belgrade
on 23 March 1967**

**Exchange of letters constituting an agreement modifying the
above-mentioned Agreement. Belgrade, 20 July and 9
October 1972**

Authentic texts of the Agreement: French and Serbo-Croatian.

Authentic text of the exchange of letters: French.

Registered by France on 18 March 1974.

**FRANCE
et
YUGOSLAVIE**

**Accord relatif aux transports aériens (avec annexe). Signé à
Belgrade le 23 mars 1967**

**Échange de lettres constituant un accord modifiant l'Accord
susmentionné. Belgrade, 20 juillet et 9 octobre 1972**

Textes authentiques de l'Accord : français et serbo-croate.

Texte authentique de l'échange de lettres : français.

Enregistrés par la France le 18 mars 1974.

[TRANSLATION—TRADUCTION]

AIR TRANSPORT AGREEMENT¹ BETWEEN THE FRENCH REPUBLIC AND THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA

The Government of the French Republic and the Government of the Socialist Federal Republic of Yugoslavia, hereinafter referred to as “the Contracting Parties”,
Desiring to conclude an agreement for the development of air transport and thus to contribute to international co-operation,
Have agreed as follows:

Article I. For the purposes of this Agreement and its annex, the following terms shall have the following meanings:

1. “*Aeronautical authorities*”

In the case of the French Republic:

The Secrétariat Général à l’aviation civile.

In the case of the Socialist Federal Republic of Yugoslavia:

The Directorate of Civil Aeronautics,

or in both cases any person or agency authorized by the Contracting Parties to perform the functions at present exercised by the aforementioned;

2. “*Agreed services*” Any scheduled air services operated on the routes specified in the annex to this Agreement;

3. “*Designated airlines*” Any airlines designated in accordance with the provisions of article III of this Agreement.

Article II. Each Contracting Party grants to the other Contracting Party the right to cause the agreed services specified in the annex to this Agreement to be operated in accordance with the conditions set forth in the said annex.

Article III. 1. Each of the agreed services may be inaugurated in whole or in part, immediately or at a later date, at the option of the Contracting Party to which rights under article II have been granted, provided that:

(a) The Contracting Party to which the rights have been granted has designated the airline or airlines to operate the agreed services;

(b) The Contracting Party granting the rights has authorized the airline or airlines to inaugurate the agreed services, which it shall do without delay, subject to the provisions of paragraph 2 of this article.

2. 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 under the laws and regulations referred to in article VII of this Agreement.

3. Each Contracting Party reserves the right to withhold operating authoriza-

¹ Applied provisionally from 23 March 1967, the date of signature, and came into force definitively on 20 July 1967, the date on which the Contracting Parties notified each other, by an exchange of diplomatic notes, of the completion of their respective constitutional formalities, in accordance with article XX.

tion from the airline or airlines designated by the other Contracting Party, to revoke such authorization, to suspend the exercise of the rights specified in the annex to this Agreement or to impose such conditions as it may deem necessary on the exercise of those rights where it is not satisfied that substantial ownership and effective control of such airline or airlines are vested in the Contracting Party designating the airline or airlines, or in nationals of that Contracting Party, or in the event of failure by such airline or airlines to comply with the laws and regulations referred to in article VII or to fulfil the obligations imposed on the airline or airlines by this Agreement and its annex.

4. Unless revocation, suspension or the immediate imposition of conditions is essential to prevent further infringements of the provisions of the Agreement, such right shall be exercised only after consultation with the other Contracting Party.

Article IV. The right to take on passengers, cargo and mail at a point situated in the territory of one Contracting Party for carriage to and discharge at another point in the same territory shall be reserved exclusively to the national airlines of the said Contracting Party.

Article V. 1. The designated airlines shall receive fair and equitable treatment for the purpose of operating the agreed services between the territories of the Contracting Parties.

2. On common sections of route, the designated airlines shall take into consideration their mutual interests so as not to affect unduly their respective services.

3. On each of the routes specified in the annex to this Agreement, the agreed services shall have as their primary objective the provision, at a load factor which is deemed reasonable, of capacity adequate to meet the normal and reasonably foreseeable requirements of international air traffic from or to the territory of the Contracting Party which has designated the airline or airlines operating the said services.

4. Within the limit of the over-all capacity referred to in paragraph 3 of this article, the airline or airlines designated by one of the Contracting Parties may satisfy traffic requirements between the territories of third States situated along the agreed routes and the territory of the other Contracting Party, taking into account local and regional services.

5. Additional capacity may occasionally be provided, over and above that referred to in paragraph 3 of this article, whenever the traffic requirements of countries served by the route so warrant.

Any extended provision of such capacity shall be subject to agreement between the airlines of the two Contracting Parties.

Article VI. The Contracting Parties consider it desirable that their designated airlines should co-operate as closely as possible in the operation of the agreed services, in order that appreciable economies may be effected.

The airlines designated by the two Contracting Parties shall agree on the arrangements for operating the agreed services. Such arrangements, which shall relate, *inter alia*, to capacity, frequency and the apportionment of schedules, shall also take into account the respective economic interests of the designated airlines on the routes served.

The schedules thus determined shall be submitted for approval to the aeronautical authorities of both Contracting Parties at least 30 days before the date of their introduction.

Any dispute in this connexion shall be subjected to the procedure provided for in article XIV of this Agreement.

Article VII. 1. The laws and regulations governing within the territory of one Contracting Party the admission, stay and departure of aircraft engaged in international air navigation or the operation, manoeuvring and navigation of such aircraft shall be applied to aircraft of the other Contracting Party during such time as they are within its territory.

2. The laws and regulations governing within the territory of one Contracting Party the admission, stay or departure of passengers, crews, mail and cargo carried on board aircraft, such as those relating to immigration, passports, customs, currency and quarantine, shall be applied to passengers, crews, mail and cargo carried on board aircraft of the other Contracting Party during such time as the aircraft are within its territory.

3. The designated airline or airlines of one Contracting Party shall be required to comply with the laws and regulations of the other Contracting Party as regards their financial and commercial activities within its territory.

4. Technical manuals needed for the operation of aircraft and airline manuals (navigational and route guides), or instructions in lieu thereof, shall, at the request of the authorities of one of the Contracting Parties, be deposited with the competent official services of the other Contracting Party.

Article VIII. The designated airlines shall have the right to maintain in the territory of the other Contracting Party the commercial, technical and administrative personnel needed for the operation of the air services specified in the annex to this Agreement. They shall agree on the number of persons to be employed for that purpose, subject to the agreement of the aeronautical authorities.

Article IX. 1. The tariffs to be charged by the airline or airlines 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, normal profit and the tariffs of other airlines.

2. The tariffs referred to in paragraph 1 of this article shall be agreed by the designated airlines of the Contracting Parties and such agreement shall, wherever possible, be reached by means of the international procedures for the working out of tariffs.

3. If any such tariff cannot be agreed by the designated airlines, aeronautical authorities of the Contracting Parties shall endeavour to determine the tariff by mutual agreement.

4. The tariffs agreed between the designated airlines shall be submitted by them for the approval of their respective aeronautical authorities at least 30 days before the proposed date of their introduction; in special cases, this period may be reduced, subject to the agreement of the said authorities.

5. The aeronautical authorities shall notify each other directly of the approval or disapproval of the proposed tariffs at the earliest opportunity, and if possible at least 15 days before the proposed date of introduction of the tariffs. In case of disagreement, the disagreement shall be resolved in accordance with article XIV.

Article X. Each Contracting Party agrees that the charges payable by the airline or airlines of the other Contracting Party for the use of airports, navigation aids and other technical installations shall not be higher than those paid by other foreign airlines operating similar international services.

Article XI. 1. Aircraft making the flights specified in the annex to this Agreement, as well as fuel, lubricating oils, spare parts, regular equipment and aircraft stores on board such aircraft, shall, on arrival in and departure from the territory of the other Contracting Party, be exempt from import and export duties and other duties and charges, even if the aforementioned material is used or consumed during flights over the said territory; the foregoing shall not, however, apply where, within the territory of the other Contracting Party, such material has, by special permission been transferred to third parties for reasons of the safety and regularity of international air services.

2. Fuel and lubricating oils needed for the resupply of aircraft of the designated airline of one of the Contracting Parties shall be delivered in the territory of the other Contracting Party free of customs duties and other national and local duties and charges.

3. Fuel, lubricating oils, spare parts, tools, regular equipment and aircraft stores introduced into and/or stored in the territory of one of the Contracting Parties for consumption or use by or on board aircraft of the airline of the other Contracting Party for the purposes of the operation of the flights specified in the annex to this Agreement shall, on importation into and exportation from the territory of the other Contracting Party, be exempt from import and export duties and other duties and charges with the exception of charges for services rendered. They may not, however, within that territory, be transferred to third parties, except by special permission for reasons of the safety and regularity of international air services.

4. Regular airborne equipment as well as material and supplies on board aircraft of one Contracting Party may be unloaded and stored in the territory of the other Contracting Party, under the supervision of the customs authorities of that territory, until such time as they are re-exported or declared on a bill of entry.

Article XII. 1. Every aircraft engaged in operating the agreed services shall bear its appropriate nationality and registration marks and shall carry the following valid documents:

- (a) Its certificate of registration;
- (b) Its certificate of airworthiness;
- (c) The appropriate licenses or certificates for each member of the crew;
- (d) The aircraft radio licence;
- (e) Papers concerning the passengers and cargo on board.

2. All documents as aforementioned which have been issued or recognized as valid by one of the Contracting Parties shall be recognized as valid in the territory of the other Contracting Party.

However, each Contracting Party reserves the right not to recognize, for the purpose of navigation over its territory, licenses issued to its nationals by another State.

Article XIII. 1. Each Contracting Party undertakes to render the same measure of assistance in its territory to aircraft of the other Contracting Party which are in distress as it would to its own aircraft. This undertaking shall also cover searches for missing aircraft.

2. In the event of an accident to an aircraft of one Contracting Party, within the territory of the other Contracting Party, the aeronautical authorities of the Contracting Party in whose territory the accident occurred shall:

- (a) Give such assistance as may be necessary to the crew and passengers;

- (b) Inform the aeronautical authorities of the other Contracting Party forthwith of the details and circumstances of the accident;
- (c) Take every precaution to safeguard the aircraft and its contents, including baggage, cargo and mail;
- (d) Conduct an inquiry into the circumstances of the accident;
- (e) Give the accredited representatives of the aeronautical authorities of the other Contracting Party and of the airline operating the aircraft every opportunity to attend the inquiry as observers, and allow them access to the aircraft;
- (f) Release the aircraft and its contents as soon as they are no longer needed for the purposes of the inquiry;
- (g) The members of the crew of the aircraft involved in the accident, and the operating airline, shall comply with all the rules in force in the territory in which the accident occurred, especially as regards information to be furnished to the investigators;
- (h) Communicate to the aeronautical authorities of the other Contracting Party the results of the inquiry and, if the last-mentioned authorities so desire, deliver to them a copy of the full record of the inquiry.

Article XIV. In a spirit of close co-operation, the Contracting Parties consider it useful for their aeronautical authorities to consult each other periodically with a view to assuring themselves that this Agreement and its annex are being satisfactorily implemented.

Article XV. 1. Either Contracting Party may at any time propose to the other Contracting Party any amendment to this Agreement which it deems desirable; consultations between the competent authorities concerning the proposed amendment shall commence within 60 days from the date of the request by one of the Contracting Parties.

2. If one of the Contracting Parties deems it desirable to amend the annex to this Agreement, the aeronautical authorities of the two Contracting Parties may consult each other with a view to effecting such amendment; the consultations shall commence within 60 days from the date of the request by one of the Contracting Parties.

3. Any amendment to this Agreement or to its annex, in accordance with paragraphs 1 and 2 of this article, shall enter into force after confirmation by an exchange of diplomatic notes between the Contracting Parties.

Article XVI. 1. If a dispute relating to the interpretation or implementation of this Agreement cannot be settled either between the aeronautical authorities or between the Contracting Parties, it shall, at the request of one of the Contracting Parties, be referred to an arbitral tribunal.

2. The arbitral tribunal shall be composed of three members. Each of the two Governments shall appoint an arbitrator. The two arbitrators shall agree on the appointment of a national of a third State as Chairman.

If the two arbitrators have not been appointed within two months from the date on which one of the two Governments proposed arbitration of the dispute, or if in the course of the ensuing month the arbitrators have not agreed on the appointment of a Chairman, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointments.

3. If the arbitral tribunal fails to settle the dispute by mutual agreement, it shall render its decision by majority vote. Unless the Contracting Parties agree otherwise, it shall draw up its own rules of procedure and shall determine its seat.

4. The Contracting Parties undertake to comply with any decision of the arbitral tribunal.

5. If, and so long as one of the Contracting Parties fails to comply with the decisions of the arbitrators, the other Contracting Party may limit, suspend or revoke the rights or privileges which it has granted under this Agreement to the Contracting Party in default.

6. Each Contracting Party shall bear the remuneration of its arbitrator and one half of the remuneration of the appointed Chairman.

Article XVII. The annex to this Agreement shall be deemed to form an integral part of the Agreement, and any reference to the Agreement shall, unless otherwise provided, apply also to the annex.

Article XVIII. Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate this Agreement. In such case, the Agreement shall terminate 12 months after the date of receipt of the notice to terminate by one of the Contracting Parties, unless the notice to terminate is withdrawn by agreement before the expiry of this period.

Article XIX. The Contracting Parties shall communicate to the International Civil Aviation Organization this Agreement and its annex, any amendments thereto and, should the occasion arise, the termination thereof.

Article XX. This Agreement shall enter into force definitively on the date on which the Contracting Parties notify each other, by an exchange of diplomatic notes, of the completion of their respective constitutional formalities, and shall be applied provisionally with effect from the date of signature.

DONE at Belgrade, on 23 March 1967, in duplicate for each Contracting Party, in the French and Serbo-Croatian languages, both texts being equally authentic.

For the Government
of the French Republic :

[Signed]
LOUIS DOLLOT

For the Government
of the Socialist Federal Republic
of Yugoslavia :

[Signed]
BATRIĆ JOVANOVIĆ

ANNEX

SECTION I

A. The agreed services referred to in article III of this Agreement are specified as follows:

French routes:

1. Points in France—points in Yugoslavia (Belgrade and/or Zagreb and/or Dubrovnik and/or two or more other points which may be specified at a later date*) and vice versa.
2. Points in France—a point in Yugoslavia (Belgrade or Zagreb or Dubrovnik or Split or

* The points shall be specified by agreement between the aeronautical authorities, to be confirmed by an exchange of diplomatic notes.

other points which may be specified at a later date*) and beyond to a point in Romania, a point in the southern U.S.S.R. and vice versa.

3. Points in France—a point in Yugoslavia (Belgrade or Zagreb or Dubrovnik or Split or other points which may be specified at a later date*) and beyond to a point in Bulgaria, a point in Greece, a point in Turkey, and beyond to three points in the Near and Middle East, and vice versa.

Yugoslavian routes:

1. Points in Yugoslavia—points in France (Paris and/or Nice and/or two other points which may be specified at a later date*) and vice versa.
 2. Points in Yugoslavia—a point in Austria-Munich-Zurich—a point in France (Paris or Nice or two other points which may be specified at a later date*)—Brussels or London, and vice versa.
 3. Points in Yugoslavia—a point in Austria-Munich-Zurich—a point in France (Paris or Nice or two other points which may be specified at a later date*)—and beyond to two points in the Iberian Peninsula, and vice versa.
- Any point on the routes listed above may, at the option of the designated airlines, be omitted on any or all of their services.
 - Any point on the routes listed above may also, at the option of the designated airlines, be served as either intermediate or terminal points on any or all of their services.

B. The designated airlines of each Contracting Party shall enjoy, on the routes specified in the table contained in paragraph A of this annex, the following rights:

- (a) To fly without landing across the territory of the other Contracting Party;
- (b) To make stops for non-traffic purposes;
- (c) To take on or discharge international traffic in passengers, mail and cargo.

C. Subject to the provisions of article III of this Agreement, each Contracting Party grants to the other Contracting Party, for the purposes of the operation of its international scheduled air services—other than those operated under this Agreement—by airlines of that other Contracting Party, in the same way as if the said airlines had been designated in accordance with the provisions of article III of this Agreement:

- (a) The right to fly without landing across its territory;
- (b) The right to make stops in the said territory for non-traffic purposes.

For the purposes of these provisions, each Contracting Party shall have the right to specify what routes are to be followed over its territory and what airports are to be used by the airlines of the other Contracting Party.

SECTION II

A. Unscheduled flights from or to French or Yugoslav territory may be made by an airline of either Contracting Party after special authorization by the aeronautical authorities of the other Contracting Party.

B. Applications by airlines for such authorization shall be submitted directly to the aeronautical authorities concerned at least 48 hours before the flight of the aircraft, excluding Saturdays, Sundays and holidays, subject to such waivers as may be requested in exceptional cases.

C. Unscheduled flights shall, as far as possible, be apportioned equally between the airlines of the two Contracting Parties and shall be the subject of an agreement between those airlines, especially as regards tariffs.

* The points shall be specified by agreement between the aeronautical authorities, to be confirmed by an exchange of diplomatic notes.

[TRANSLATION — TRADUCTION]

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ MODIFYING THE AIR TRANSPORT AGREEMENT OF 23 MARCH 1967² BETWEEN THE FRENCH REPUBLIC AND THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA

I

FRENCH REPUBLIC
EMBASSY OF FRANCE IN YUGOSLAVIA

Belgrade, 20 July 1972

No. 330

The Embassy of France presents its compliments to the Federal Secretariat of Foreign Affairs and, with reference to its note No. 416570 dated 15 May 1972, has the honour to inform it that in accordance with the understanding reached between the French and Yugoslav aeronautical authorities and dealt with in the exchange of letters dated 10 April and 10 June 1972 between the Director of Air Transport of the Secrétariat général à l'Aviation civile and the Director-General of Civil Aeronautics of Yugoslavia, it has been agreed that the Yugoslav airline JAT may make stops at Lyons.

The present description of Yugoslavia route I contained in section 1 of the annex to the Air Transport Agreement between the French Republic and the Socialist Federal Republic of Yugoslavia, signed at Belgrade on 23 March 1967:²

“Points in Yugoslavia-points in France (Paris and/or Nice and/or two other points which may be specified at a later date*) and vice versa.”
is therefore amended as follows:

“Points in Yugoslavia-points in France (Paris and/or Nice and/or Lyons and/or another point which may be specified at a later date*) and vice versa.”

The Embassy of France has the honour to inform the Federal Secretariat of Foreign Affairs that the above provisions are fully acceptable to the French Government.

If they are likewise acceptable to the Yugoslav Government, the Embassy of France has the honour to propose to the Federal Secretariat of Foreign Affairs that this note and the Federal Secretariat's reply thereto should constitute an amendment to the Air Transport Agreement between the French Republic and the Socialist Federal Republic of Yugoslavia dated 23 March 1967, pursuant to article XV of the Agreement.

The Embassy of France takes this opportunity to renew to the Federal Secretariat of Foreign Affairs the assurances of its highest consideration.

Federal Secretariat of Foreign Affairs
of the Socialist Federal Republic of Yugoslavia
Belgrade

¹ Came into force on 9 October 1972 by the exchange of the said letters.

² See p. 75 of this volume.

II

The Federal Secretariat of Foreign Affairs of the Socialist Federal Republic of Yugoslavia presents its compliments to the Embassy of France and, with reference to the Embassy's note No. 330 dated 20 July 1972, has the honour to inform it that in accordance with the understanding reached between the competent Yugoslav and French aeronautical authorities concerning the introduction by the Yugoslav airline JAT of a seasonal service from Dubrovnik to Lyons and vice versa, pursuant to article XV, paragraph 2, of the Air Transport Agreement between the French Republic and the Socialist Federal Republic of Yugoslavia, the Government of the Socialist Federal Republic of Yugoslavia also fully agrees that the proposed amendment to section 1 of the annex to the Agreement should be worded as follows:

“Yugoslavia routes:

[*See letter I*]

In accordance with article XV, paragraph 3, of the Agreement, the said amendment shall enter into force on the date of the exchange of diplomatic notes: 9 October 1972.

The Federal Secretariat of Foreign Affairs of the Socialist Federal Republic of Yugoslavia takes this opportunity to renew to the Embassy of France the assurances of its highest consideration.

Belgrade, 9 October 1972.

Embassy of France
Belgrade
