

No. 13587

**FEDERAL REPUBLIC OF GERMANY
and
LEBANON**

**Air Transport Agreement (with exchange of notes). Signed
at Beirut on 15 March 1961**

Authentic texts of the Agreement: German, Arabic and French.

Authentic texts of the exchange of notes: German and French.

Registered by the Federal Republic of Germany on 21 October 1974.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
LIBAN**

**Accord relatif aux transports aériens (avec échange de
notes). Signé à Beyrouth le 15 mars 1961**

Textes authentiques de l'Accord : allemand, arabe et français.

Textes authentiques de l'échange de notes : allemand et français.

Enregistré par la République fédérale d'Allemagne le 21 octobre 1974.

[TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT¹ BETWEEN THE FEDERAL REPUBLIC OF GERMANY AND THE LEBANESE REPUBLIC

The Federal Republic of Germany and the Lebanese Republic,
Desiring to conclude an agreement to promote civil air transport between their territories,

Have agreed as follows:

Article 1. (1) For the purposes of this Agreement, unless the context otherwise requires:

(a) The term “aeronautical authorities” means, in the case of the Federal Republic of Germany, the Federal Minister of Transport; in the case of the Lebanese Republic, the Minister of Public Works and Transport; or, in both cases, any other person or agency authorized to assume the functions exercised by these authorities;

(b) The term “designated airline” means an airline which one Contracting Party has designated in writing to the other Contracting Party in accordance with article 3 as being an airline which is to operate international air services on the routes specified in accordance with article 2, paragraph (2).

(2) The terms “territory”, “air service”, “international air service” and “stop for non-traffic purposes” shall, for the purposes of this Agreement, have the meanings laid down in the most recent text in force of articles 2 and 96 of the Convention on International Civil Aviation of 7 December 1944.²

Article 2. (1) Each Contracting Party shall grant to the other Contracting Party for the purpose of operating international air services by designated airlines on the routes specified in accordance with paragraph (2):

- the right to fly across its territory without landing;
- the right to land in its territory for non-traffic purposes; and
- the right to land in its territory at points on the routes specified, in order to take on or discharge passengers, mail and/or cargo on a commercial basis.

(2) The routes over which the designated airlines of the two Contracting Parties will be authorized to operate international air services shall be specified in a route schedule to be agreed upon in an exchange of notes.

Article 3. (1) Operation of the international air services on the routes specified in accordance with article 2, paragraph (2), of this Agreement may be started at any time if:

- (a) the Contracting Party to which the rights referred to in article 2, paragraph (1), are granted has designated one or more airlines in writing, and
- (b) the Contracting Party granting these rights has authorized the designated airline or airlines to inaugurate the air services.

¹ Came into force on 26 June 1974, i.e., 30 days after the exchange of the instruments of ratification, which took place at Beirut on 27 May 1974, in accordance with article 16(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, and vol. 418, p. 161.

(2) The Contracting Party granting the rights shall, subject to the provisions of paragraphs (3) and (4) and to the arrangement provided for in article 9 of this Agreement, give without delay authorization to operate the international air services.

(3) Either Contracting Party may require the designated airline of the other Contracting Party to furnish proof that it is qualified to meet the requirements prescribed under the laws and regulations of the first Contracting Party and under the provisions of this Agreement governing the operation of international air traffic.

(4) Either Contracting Party may withhold the exercise of the rights provided for in article 2 of this Agreement from any airline designated by the other Contracting Party if such airline is not able, upon request, to furnish proof that substantial ownership and effective control of such airline are vested in nationals or corporations of the other Contracting Party or in that Contracting Party itself.

Article 4. (1) Either Contracting Party may revoke, or limit by the imposition of conditions, the authorization granted in accordance with article 3, paragraph (2), of this Agreement in the event of failure by the designated airline to comply with the laws and regulations of the Contracting Party granting the rights or to comply with the provisions of this Agreement or to fulfil the obligations arising therefrom. The same shall apply if the proof referred to in article 3, paragraph (4), of this Agreement is not furnished. Each Contracting Party shall exercise this right only after consultations as provided for in article 13 of this Agreement, unless an immediate suspension of operations or imposition of conditions is necessary to avoid further infringements of laws or regulations.

(2) Either Contracting Party shall be entitled, by notification in writing to the other Contracting Party and subject to the provisions of article 3, to replace a designated airline by another airline. The newly designated airline shall have the same rights and be subject to the same obligations as the airline which it replaces.

Article 5. The changes imposed in the territory of either Contracting Party for the use of airports and other aviation facilities by the aircraft of a designated airline of the other Contracting Party may not be higher than those imposed in accordance with the rates established by the laws in force on domestic aircraft or most-favoured-nation aircraft engaged in similar international air services.

Article 6. (1) Each Contracting Party shall grant the aircraft of a designated airline of the other Contracting Party which are engaged exclusively in international air services the following privileges with regard to charges and duties:

I. Aircraft operated by a designated airline of either Contracting Party and entering, departing again from or flying across the territory of the other Contracting Party, as well as regular equipment and spare parts on board such aircraft, shall be exempt from customs duties and other charges levied on the occasion of the import, export or transmit of goods.

II. Spare parts and equipment,

(a) which are removed under customs supervision in the territory of the other Contracting Party from the aircraft mentioned under item I above or which are otherwise taken from board for storage in that territory, or

(b) which have been brought into the territory of the other Contracting Party under customs supervision to service such aircraft and are stored in that territory,

shall be exempt from the charges mentioned under item I if they are fitted on the aircraft in question under customs supervision or taken on board in any other way or otherwise re-exported from the territory of that Contracting Party.

The same exemption from charges and duties shall be accorded in respect of spare parts and equipment taken under customs supervision from similar storage depots of other airlines and fitted on the aircraft in question or taken on board in any other way.

III. Fuel and lubricants taken on board the aircraft mentioned under item I in the territory of the other Contracting Party shall be exempt from customs duties and other charges levied on the occasion of the import, export or transit of goods, if they are used on board such aircraft, even if the aircraft make flights between points in the territory of this Contracting Party. This exemption shall also apply to fuel and lubricants imported under customs supervision for a designated airline to service such aircraft in the territory of the other Contracting Party and stored in the territory. Fuel and lubricants taken on board the aircraft of a designated airline under customs supervision in the territory of the other Contracting Party for use in international air traffic shall not be subject to such duties or to other special purchase taxes to which such fuel is subject in the territory of this other Contracting Party.

IV. Food and luxury items (beverages, tobacco, etc.) taken on board the aircraft mentioned under item I for the needs of passengers and crew may be loaded on board in the territory of the other Contracting Party for immediate consumption free of customs and other charges levied on the occasion of the import, export or transit of goods provided that the aircraft remain continually under customs supervision during intermediate stops.

The same exemption shall be granted for food and luxury imported and stored under customs supervision in the territory of the other Contracting Party.

(2) In so far as customs duties and other charges are not levied on the goods referred to in paragraph (1), these goods shall not be subject to the import, export and transit prohibitions and restrictions which would otherwise be applicable to them.

Article 7. (1) The designated airlines of each Contracting Party shall enjoy equal and fair opportunities in respect of the operation of the services specified in accordance with article 2, paragraph (2), of this Agreement.

(2) In the operation of international air services on the routes specified in accordance with article 2, paragraph (2), of this Agreement, any designated airline of either Contracting Party shall take account of the interests of a designated airline of the other Contracting Party so as not to affect unduly the air services which the latter airline operates over the same routes or parts thereof.

(3) The international air services on the routes specified in accordance with article 2, paragraph (2), of this Agreement shall have as their primary objective the provision of capacity adequate to the foreseeable traffic demands to and from the territory of the Contracting Party designating the airline. The rights of such airline to carry traffic between points on a route specified in accordance with article 2, paragraph (2), of this Agreement which are located in the territory of the other Contracting Party and points in third States shall be exercised, in the interests of an orderly development of international air transport, in such a way that capacity is related to:

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

Article 8. (1) The designated airlines shall communicate to the aeronautical authorities of both Contracting Parties not later than 30 days prior to the start of operations on the routes specified in accordance with article 2, paragraph (2), the types of service, the types of aircraft to be used and the flight schedules. The same shall apply, *mutatis mutandis*, in respect of any subsequent changes.

(2) The aeronautical authorities of either Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party upon request such periodic or other statistical data of the designated airline as may be reasonably required for the purpose of reviewing the capacity provided by any designated airline of the first Contracting Party on the routes specified in accordance with article 2, paragraph (2), of this Agreement. Such data shall include all information required to determine the amount of traffic carried and the origin and destination of such traffic.

Article 9. (1) In fixing rates to be charged for passengers and freight on the routes specified in accordance with article 2, paragraph (2), of this Agreement, account shall be taken of all factors such as cost of operation, reasonable profit, the characteristics of the various routes and the rates charged by any other airlines which operate over the same route or parts thereof. The rates shall be fixed in accordance with the procedure prescribed in the following paragraphs.

(2) Where possible the rates shall be fixed for each route by agreement between the designated airlines concerned for this purpose. The designated airlines shall take into account the tariff-fixing procedure recommended by the international Air Transport Association (IATA) or shall, if possible, agree upon such rates directly between themselves after consulting with airlines of third States which operate over all or part of the same route.

(3) The rates so agreed upon shall be submitted for approval to the aeronautical authorities of each Contracting Party not later than 30 days prior to the proposed date of their entry into force. This period may be reduced in special cases if the aeronautical authorities so agree.

(4) If the designated airlines fail to reach agreement in accordance with paragraph (2), or if one of the Contracting Parties expresses its disapproval of the rates submitted to it in accordance with paragraph (3), the aeronautical authorities of the two Contracting Parties shall fix by agreement between them the rates for those routes or parts of routes in respect of which agreement has not been reached.

(5) If no agreement is reached between the aeronautical authorities of the two Contracting Parties in accordance with paragraph (4), article 14 of this Agreement shall apply. Until such time as an arbitral award is rendered, the Contracting Party which has withheld its consent to a given rate shall be entitled to require the other Contracting Party to maintain the rate previously in effect.

Article 10. If the two Contracting Parties accede to the same general multilateral air transport convention, the provisions of the latter shall take precedence over the provisions of this Agreement. Negotiations to determine the extent to which a multilateral convention shall abrogate, replace, amend or supplement this Agreement shall be held in accordance with article 13.

Article 11. Any designated airline of either Contracting Party may, if it so chooses, maintain and employ for its business its own specialized personnel in the airports and towns in the territory of the other Contracting Party where it intends to be represented, subject, *inter alia*, to the social laws and regulations in force in the territory of the latter Contracting Party.

Article 12. An exchange of views shall take place as needed between the aeronautical authorities of the Contracting Parties in order to achieve close co-operation and agreement in all matters pertaining to the application and interpretation of this Agreement.

Article 13. Consultation may be requested at any time by either Contracting Party for the purpose of discussing amendments to this Agreement or to the route schedule. The same shall apply in respect of discussion of the interpretation and application of the Agreement if, in the view of either Contracting Party, the exchange of views provided for in article 12 fails to produce a satisfactory result. Such consultation shall begin within 60 days from the receipt of the request.

Article 14. (1) Any disagreement arising out of the application or interpretation of this Agreement which cannot be settled in accordance with article 13 shall, at the request of either Contracting Party, be submitted to an arbitral tribunal.

(2) The arbitral tribunal shall be established in each individual case in the following manner: each Contracting Party shall appoint one arbitrator and these two arbitrators shall agree upon the appointment of a national of a third State as president. If the arbitrators are not appointed within 60 days and the president within 90 days from the date on which one Contracting Party notifies the other of its intention to have recourse to an arbitral tribunal, either Contracting Party may, in the absence of any other agreement, request the President of the Council of the International Civil Aviation Organization (ICAO) to make the necessary appointments. Where the President of the Council possesses the nationality of one of the two Contracting Parties or is otherwise prevented from carrying out this function, his deputy shall make the necessary appointments. This decision shall be binding on the Contracting Parties.

(3) The arbitral tribunal shall take its decision by majority vote. The Contracting Parties undertake to comply with the provisional measures ordered in the course of the proceedings and with the final arbitral award. Each Contracting Party shall bear the expenses of its own arbitrator and half the other expenses. In all other respects, the arbitral tribunal shall determine its own procedure.

Article 15. This Agreement, any amendments thereto and any exchange of notes under article 2, paragraph (2), shall be communicated to ICAO for registration.

Article 16. (1) This Agreement shall be ratified. The instruments of ratification shall be exchanged as soon as possible at Bonn.

(2) This Agreement and any amendments thereto shall enter into force 30 days after the exchange of the instruments of ratification.

(3) Either Contracting Party may at any time give written notice of termination of this Agreement. The Agreement shall terminate one year after the date of the receipt of such notice by the other Contracting Party.

DONE at Beirut on 15 March 1961 in six copies, two in the German language, two in the Arabic language and two in the French language.

In the event of any difference of opinion regarding the interpretation of the Agreement, the French text shall prevail.

For the Federal Republic of Germany:

H. SCHWARZMANN

For the Lebanese Republic:

S. AMMOUN

EXCHANGE OF NOTES

I

THE AMBASSADOR OF THE FEDERAL REPUBLIC OF GERMANY

Beirut, 15 March 1961

Sir,

I have the honour to refer to article 2, paragraph (2), of the Air Transport Agreement signed on 15 March 1961¹ at Beirut by the Federal Republic of Germany and the Lebanese Republic. In the negotiations conducted in connexion with that Agreement, it has been agreed that air services may be operated on the routes specified in the following route schedule:

ROUTE SCHEDULE

I. Routes operated by the airlines designated by the Federal Republic of Germany:

1	2	3	4
<i>Points of origin</i>	<i>Intermediate points</i>	<i>Points in the territory of the Lebanese Republic</i>	<i>Points beyond</i>
1. Germany	Austria Turkey	Beirut	Iraq + Iran (Teheran)
2. Germany	Austria Greece Turkey	Beirut	UAR (Damascus) + + Bahrain + + +

- + Without exercise of the fifth freedom between Beirut and Iraq.
 ++ Without exercise of the fifth freedom between Beirut and Damascus.
 +++ Without exercise of the fifth freedom between Beirut and Bahrain.

II. Routes operated by the airlines designated by the Lebanese Republic:

1	2	3	4
<i>Points of origin</i>	<i>Intermediate points</i>	<i>Points in the territory of the Federal Republic of Germany</i>	<i>Points beyond</i>
1. Lebanon	Greece Turkey Austria Switzerland +	Frankfurt or Dusseldorf or Hamburg	Denmark or United Kingdom

- + Without exercise of the fifth freedom between Switzerland and Germany.

III. A designated airline may, if it so chooses, omit one or more of the points on one of the specified routes, provided that the point of origin of such route lies in the territory of the Contracting Party that has designated the airline.

¹ See p. 323 of this volume.

I have the honour to inform you that the Government of the Federal Republic of Germany approves of the above route schedule. I should be grateful if you would inform me whether the Government of the Lebanese Republic also approves of it. If so, this note and your note of reply shall be regarded as constituting an agreement between our Governments.

Accept, Sir, etc.

[H. SCHWARZMANN]

His Excellency the Minister for Foreign Affairs
of the Lebanese Republic

II

THE LEBANESE REPUBLIC
MINISTRY OF FOREIGN AFFAIRS AND LEBANESE EXPATRIATES

Beirut, 15 March 1961

AG

Sir,

I have the honour to refer to your note of 15 March 1961, which reads as follows:

[*See note I*]

I have the honour to inform you that my Government agrees to the foregoing.
Accept, Sir, etc.

[S. AMMOUN]

His Excellency the Ambassador
of the Federal Republic of Germany
