

No. 14401

FRANCE
and
LAOS

**Agreement on scheduled international air transport services
(with annex). Signed at Vientiane on 1 April 1975**

Authentic text: French.

Registered by France on 31 October 1975.

FRANCE
et
LAOS

**Accord sur les services internationaux réguliers de transport
aérien (avec annexe). Signé à Vientiane le 1^{er} avril 1975**

Texte authentique : français.

Enregistré par la France le 31 octobre 1975.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON SCHEDULED INTERNATIONAL AIR TRANSPORT SERVICES BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE PROVISIONAL GOVERNMENT OF NATIONAL UNITY OF LAOS

The Government of the French Republic and the Provisional Government of National Unity of Laos, hereinafter termed “the Contracting Parties”, both being signatories to the Convention on International Civil Aviation (hereinafter called “the Convention”) opened for signature at Chicago on 7 December 1944,²

Desiring to strengthen the ties of friendship linking their peoples by fostering the development of air transport between their two countries,

Desiring to organize international air services between their two countries in an orderly manner,

And desiring to conclude an agreement to ensure very close aeronautical cooperation between their two countries, based on the principles of mutual respect for independence and sovereignty, non-interference in internal affairs, equality and mutual advantage,

Have accordingly appointed representatives, who, being duly authorized by their respective Governments, have agreed on the following provisions:

Article 1. For the purposes of this Agreement, the terms and expressions defined in this article shall have the meaning indicated below, except where the text of the Agreement provides otherwise:

A. The term “Agreement” means the Agreement on scheduled international air transport services between the Government of the French Republic and the Provisional Government of National Unity of Laos.

B. The expression “aeronautical authorities” means, in the case of the Government of the French Republic, the Secrétariat général de l’aviation civile or any person or agency authorized to exercise the functions at present performed by the Secrétariat général; and, in the case of the Provisional Government of National Unity of Laos, the Ministry of Public Works and Transport and the Direction générale de l’aviation civile or any person or agency authorized to exercise the functions at present performed by the Direction générale de l’aviation civile.

C. The term “airline” means any air transport enterprise which intends to operate or is operating an international air service.

D. The expression “designated airline” means an airline designated in writing, through the diplomatic channel, by one of the Contracting Parties to the other Party, in accordance with article 3 of this Agreement, to operate the air route or routes specified in the route schedule.

E. The territory of a State shall be deemed to be the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or mandate of such State.

¹ Came into force on 1 April 1975 by signature, in accordance with article 21.

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; vol. 740, p. 21; vol. 893, p. 117, and vol. 958, p. 217.

F. The expression “air service” means any air service performed by aircraft for the public transport of passengers, mail or cargo.

G. The expression “international air service” means an air service which passes over the territory of more than one State.

H. The expression “agreed service” means a service operated in accordance with the rights which each Contracting Party accords to the other under this Agreement.

I. The expression “stop for non-traffic purposes” (technical stop) means a landing made for any purpose other than taking on or discharging passengers, mail or cargo.

J. The expression “capacity of an aircraft” means the payload of an aircraft expressed in terms of the number of seats for passengers and the permissible tonnage for cargo and mail.

K. The expression “capacity offered” means the total capacity of the aircraft used in the operation of each agreed air service, multiplied by the frequency with which they operate over a given period.

L. The expression “air route” means the pre-established route to be followed by an aircraft performing a scheduled air service.

M. The expression “specified route” means the route described in the route schedule.

N. The expression “operating load factor” means the ratio between the number of passengers carried by an airline on a specified route over a given period and the number of seats offered by that airline on that route over the same period.

O. The term “frequency” means the number of round-trip flights made by an airline over a given period on a specified route.

P. The expression “change of gauge” means a change, at a point on a specified route, from one aircraft to another of a different capacity.

Q. The expression “operating programme” means the total number of flights operated by designated airlines on specified routes, according to the approved schedules.

R. The expression “through service” means the service offered by an airline without change of aircraft from a point in the territory of one Contracting Party to a point in the territory of the other Party and to the specified points beyond.

S. The expression “five freedoms of the air” defines the rights which each Contracting Party may accord to the other.

First freedom: the right of aircraft of one Contracting Party to fly across the territory of the other Contracting Party without landing;

Second freedom: the right of aircraft of one Contracting Party to land for non-traffic purposes (technical landing) in the territory of the other Contracting Party;

Third freedom: the right of aircraft of one Contracting Party to put down passengers, mail and cargo coming from the territory of the Contracting Party whose nationality the aircraft concerned possesses;

Fourth freedom: the right of aircraft of one Contracting Party to take on passengers, mail and cargo destined for the territory of the Contracting Party whose nationality the aircraft concerned possesses;

Fifth freedom: the right of aircraft of one Contracting Party to take on and put down in the territory of the other Contracting Party international traffic in passengers, cargo and mail coming from or destined for a third country.

Article 2. 1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the route schedules annexed to this Agreement (hereinafter referred to as “agreed services” and “specified routes”).

2. Each Contracting Party grants to aircraft of the other Contracting Party performing scheduled international air services;

(a) the right to fly without landing across its territory;

(b) the right to land in its territory for non-traffic purposes, provided that the landing is made at an airport open to international traffic.

3. While operating an agreed service on a specified route, each Contracting Party shall enjoy, in addition to the rights referred to in paragraph 1 of this article, the right to make stops in the territory of the other Contracting Party at the points specified for that route in the schedule annexed to this Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail.

4. The provisions of paragraphs 1 and 2 of this article shall apply to all types of aircraft, subsonic and supersonic.

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 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 authorizations, provided that a tariff established in accordance with the provisions of article 13 of this Agreement is in force with respect to the service in question.

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 by them to the operation of international air services in accordance with the provisions of the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944, hereinafter referred to as “the Convention”.

4. Each Contracting Party shall have the right to refrain from granting the operating authorizations 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 1 of this Agreement, if 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.

Article 4. 1. 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 they are within its territory, shall be applied to the aircraft of the airline or airlines designated by the other Party and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first Contracting Party.

2. The laws and regulations of one Contracting Party relating to the entry into or departure from its territory of passengers, crew or cargo of aircraft, and the regulations concerning entry, exit, immigration, passports, customs and quarantine, shall be applied to passengers and crew of the other Party or third persons acting on

their behalf, and to cargo, upon entry into or departure from the territory concerned and while they are within its frontiers.

Article 5. Certificates of airworthiness, certificates of competency or fitness and licences issued or rendered valid by one Contracting Party shall, if still in force, be recognized as valid by the other Party for the purpose of operating the routes referred to in article 2, paragraph 3, and the services specified 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 established pursuant to the Convention on International Civil Aviation, signed at Chicago on 7 December 1944.

However, each Contracting Party reserves the right to refuse to recognize, for the purpose of flight above its territory, certificates of competency or fitness and licences granted to its own nationals by another State.

Article 6. 1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend, or impose such conditions as it may deem necessary on the exercise by the designated airline of the other Contracting Party of the rights specified in article 2 of this Agreement:

- (a) if it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party which designated the airline or in its nationals;
- (b) if the airline fails to comply with the laws and regulations of the Contracting Party granting those rights; or
- (c) if the airline fails to operate in accordance with the conditions prescribed under this Agreement.

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

Article 7. 1. Aircraft operated on international services by the designated airline of one Contracting Party, as well as their regular equipment, supplies of fuel and lubricants and aircraft stores (including food, beverages and tobacco), 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 that such equipment and supplies remain on board the aircraft until such time as they are re-exported.

2. There shall also be exempt¹ 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 one Contracting Party, within limits fixed by the authorities of the said Contracting Party, for consumption on board aircraft engaged in an international air service of the other Contracting Party;
- (b) spare parts imported into the territory of either Contracting Party for the maintenance or repair of aircraft used on international air services by the designated airline of the other Contracting Party;
- (c) fuel and lubricants destined to supply aircraft used on international air services by the designated airline of the other Contracting Party, even when these sup-

¹ The mode of application of the exemptions may vary as between the two countries; for example, duties may be levied and subsequently refunded.

plies 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.

The materials referred to in subparagraphs (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 materials and supplies on board aircraft of one Contracting Party, may be unloaded in the territory of the other Contracting Party only with the permission of the customs authorities of that territory. In that case, they may be placed under the supervision of such authorities until 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 a Contracting Party shall be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 10. In order to prevent any discrimination and to guarantee equality of treatment, the Contracting Parties furthermore undertake to observe the following principles:

Each Contracting Party may impose or permit to be imposed on aircraft of the other Party fair and reasonable fees or charges for the use of airports, services and ground installations. The Contracting Parties agree however, that such fees and charges shall not be higher than those paid for the use of the said airports, services and ground installations by other aircraft operating similar international services.

Article 11. 1. The Contracting Parties agree that the designated airlines shall enjoy fair and equitable treatment allowing them equal opportunity to operate the air services approved by mutual agreement between their respective territories.

2. Similarly, each designated airline shall take into consideration the interests of the designated airline of the other Contracting Party, so as not to affect unduly the services which the latter provides on all or part of the routes.

3. The Contracting Parties also recognize that the development of regional and local air services is for each of them a legitimate right.

4. Accordingly, the operation of the agreed services under this Agreement on the specified routes by the designated airline of each Contracting Party shall respect the interests of the designated airline of the other Contracting Party, so as not to affect the services which the latter provides, or may in the future provide, on all or part of its local or regional routes.

5. The Contracting Parties agree that their aeronautical authorities shall be responsible for ensuring that their designated airlines observe the principles set forth in this article and the rules contained in this Agreement. They shall consult each other periodically concerning the practical application of the said principles and rules by their respective designated airlines.

Article 12. The conditions of operation of the agreed services by the designated airlines of the two Contracting Parties (type and capacity of aircraft and frequency of flights) shall be the subject of an agreement between the airlines. Such agreement shall be submitted for the approval of the aeronautical authorities of the two Contracting Parties.

Article 13. 1. The tariffs to be charged by the designated 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 of the two Contracting Parties, after consultation with other airlines operating all or part of the route; the airlines shall, where possible, reach such agreement through the rate-fixing machinery of the International Air Transport Association.

3. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least 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 of these tariffs, or if for some other reason a 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 tariff agreed in accordance with the provisions of paragraph 2 of this article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

5. If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph 3 of this article or on the determination of any tariff under paragraph 4 of this article, the dispute shall be settled in accordance with the provisions of article 18 of this Agreement.

6. Subject to the provisions of paragraph 3 of this article, no tariff shall come into force unless the aeronautical authorities or both Contracting Parties have approved it.

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

Article 14. Each Contracting Party undertakes to ensure for the other Contracting Party the free transfer of the excess of receipts over expenditure achieved in its territory in connexion with the carriage of passengers, baggage, mail and cargo by the designated airline of the other Contracting Party. In so far as payments between the Contracting Parties are governed by a special agreement, that agreement shall apply.

Article 15. In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to verifying the implementation of, and satisfactory compliance with, the provisions of this Agreement and the annexes thereto.

Article 16. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may request consultation with the other Contracting Party; such consultation, 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 effect when they have been confirmed by an exchange of diplomatic notes.

Article 17. This Agreement and the annexes thereto shall be brought into harmony with any multilateral convention which may become binding on both Contracting Parties.

Article 18. 1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by direct negotiations.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may submit the dispute for decision to any 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 arbitrators so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of 60 days from the date of receipt by either Contracting Party from the other of a notice, through the diplomatic channel, requesting arbitration of the dispute, and the third arbitrator shall be appointed within a further period of 60 days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator has not been appointed, 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 may be. 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 under paragraph 2 of this article.

Article 19. Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this 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 acknowledgement of 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 20. This Agreement and any exchange of notes pursuant to article 16 shall be registered with the International Civil Aviation Organization.

Article 21. This Agreement shall enter into force on the date of its signature.

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

DONE at Vientiane on 1 April 1975, in duplicate in the French language.

For the Government of the French Republic:

[Signed]

G. CARDI

For the Provisional Government of National Unity of Laos:

[Signed]

SINGKAPO SIKHOTCHOUNNAMALY

A N N E X

ROUTE SCHEDULE

I. The airline designated by the Government of the French Republic may operate, with aircraft owned by it and registered in France, agreed services (composite or all-cargo flights) in both directions on the route specified below:

From France via points in Europe, the Near East, the Middle East, the Persian Gulf, Afghanistan, Pakistan, India, Nepal, Burma and Thailand to Laos and to points beyond in Cambodia, South Viet-Nam, North Viet-Nam, China, the Philippines, Hong Kong, Japan, South Korea and North Korea.

II. The airline designated by the Provisional Government of National Unity of Laos may operate, with aircraft owned by it and registered in Laos, agreed services (composite or all-cargo flights) in both directions on the route specified below:

From Laos via the same number of intermediate points in Asia and Europe as on the French route — but not necessarily the same points — to France and to the same number of points beyond in Europe.

III. NOTES. 1. The airline designated by either Contracting Party may, at its option, omit one or more points on the specified route on all or some of its services.

2. The airline designated by either Contracting Party shall have the right to terminate its services to and from the territory of the other Contracting Party at any point it chooses on the above routes.

3. The airline designated by either Contracting Party may serve other points on the specified routes, provided that no traffic right is exercised between such points and the territory of the other Contracting Party.

4. The airline designated by either Contracting Parties may modify the order in which it serves points on all or some of the agreed services.
