

No. 14850

**FRANCE
and
GUYANA**

**Agreement relating to the establishment of air services
between and beyond their respective territories (with
schedule and memorandum of understanding). Signed
at Georgetown on 9 March 1976**

Authentic text: English and French.

Registered by France on 1 July 1976.

**FRANCE
et
GUYANE**

**Accord relatif à l'établissement de services aériens entre
leurs territoires respectifs et au-delà de ceux-ci (avec
tableau et mémorandum d'accord). Signé à George-
town le 9 mars 1976**

Textes authentiques : anglais et français.

Enregistré par la France le 1^{er} juillet 1976.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF GUYANA AND THE GOVERNMENT OF THE FRENCH REPUBLIC

The Government of Guyana and the Government of the French Republic,
Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944;²

Desiring to develop and strengthen their mutual relations in the field of civil aviation and to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories,

Have agreed as follows:

Article 1. DEFINITIONS

(1) For the purpose of this Agreement, unless the context otherwise requires:

(a) the term “the Convention” means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof so far as these Annexes and amendments have become effective for or been ratified by both Contracting Parties;

(b) the term “aeronautical authorities” means in the case of Guyana the Minister responsible for Civil Aviation, or any person or body authorised to perform any functions exercisable by the said Minister or similar functions, and in the case of the French Republic, the Secretariat General of Civil Aviation or any person or body authorised to perform any functions exercisable by the said Secretariat or similar functions;

(c) the term “designated airline” means an airline which has been designated and authorized in accordance with article 4 of this Agreement;

(d) the term “tariff” means the prices to be paid for the carriage of passengers and cargo and the conditions under which those prices apply, but excluding remuneration and conditions for the carriage of mail;

(e) the term “territory” in relation to either Contracting Party means the land areas and territorial waters adjacent thereto under the sovereignty, protection or trusteeship of that Contracting Party; and

(f) the term “airline”, “air service”, “international air service”, and “stop for non-traffic purposes” have the meanings respectively assigned to them in Article 96 of the Convention.

(2) The Schedule to this Agreement shall form an integral part thereof and any reference to the “Agreement” shall be deemed to include a reference to the Schedule except where otherwise provided.

Article 2. APPLICABILITY OF CHICAGO CONVENTION

The provisions of this Agreement shall be subject to the provisions of the Convention insofar as those provisions are applicable to international air services.

¹ Came into force on 9 March 1976 by signature, in accordance with article 19.

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.

Article 3. GRANT OF RIGHTS

(1) Each Contracting Party grants to the other Contracting Party the following rights in respect of its scheduled international air services:

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

(2) 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 appropriate Section of the Schedule annexed to this Agreement. Such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively. While operating an agreed service on a specified route the airline designated by each Contracting Party shall enjoy in addition to the rights specified 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 taking on board and discharging international traffic in passengers, cargo and mail.

(3) Nothing in paragraph (2) of this Article shall be deemed to confer on the airline of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers, cargo and mail carried for hire or reward and destined for another point in the territory of the other Contracting Party.

Article 4. DESIGNATION OF AIRLINES

(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 airline designated 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 by and 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) 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 a designated airline of the rights specified in Article 3 of this Agreement, in any case where the said Contracting Party 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.

(5) When an airline has been so designated and authorised it may begin or continue to operate the agreed services for which it has been designated, provided that a tariff established in accordance with the provisions of Article 11 of this Agreement is in force in respect of these services, and provided further that the frequency and scheduling of the services to be operated by such airline have been approved by the aeronautical authorities of the Contracting Party which has granted the operating authorisation.

Article 5. REVOCATION OR SUSPENSION OF OPERATING AUTHORISATION

(1) Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of any of the rights specified in Article 3 of this Agreement by

an 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 the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights, or
- (b) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement, or
- (c) in any case where it is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party.

(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 consultation with the other Contracting Party.

Article 6. FACILITATION

Passengers in transit across the territory of either 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 7. EXEMPTION FROM CHARGES ON EQUIPMENT, FUEL, STORES, ETC.

(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.

(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 said Contracting Party, and for use on board aircraft engaged in an international service of the other Contracting Party;
- (b) spare parts entered 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. PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

(1) There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

* The means of giving effect to exemption may vary from country to country: for example taxes may have to be paid to be refunded afterwards.

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

(3) The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate for the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating in or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to —

- (a) traffic requirements to and from the territory of the Contracting Party which has designated the airline,
- (b) traffic requirements of the area through which the agreed service passes, after taking account of other air transport services provided by airlines of the States comprising the area, and
- (c) the requirements of through airline operation.

(4) The aeronautical authorities of the Contracting Parties may consult together, at the request of either of them, to determine the conditions on which the principles set forth in paragraph (3) of this article are being complied with, and in particular to prevent an unfair proportion of traffic being diverted from any designated airline.

Article 9. CHANGE OF GAUGE

In operating an agreed service on a specified route the designated airline of one Contracting Party may substitute one aircraft for another at a point on the territory of the other Contracting Party on the following conditions only —

- (a) that it is justified by reason of economy of operation;
- (b) that the aircraft used on the section of the route more distant from the terminal in the territory of the first Contracting Party is not larger in capacity than that used on the nearer sections;
- (c) that the aircraft used on the more distant section shall operate only in connection with and as an extension of the service provided by the aircraft used on the nearer section and shall be scheduled so to do; the former shall arrive at the point of change for the purpose of carrying traffic transferred from, or to be transferred into, the aircraft used on the nearer section, and its capacity shall be determined with primary reference to this purpose;
- (d) that there is an adequate volume of through traffic;
- (e) that the airline shall not hold itself out to the public by advertisement or otherwise as providing a service which originates at the point where the change of aircraft is made;
- (f) that the provisions of Article 8 of this Agreement shall govern all arrangements made with regard to change of aircraft;
- (g) that in connection with any one aircraft flight into the territory in which the change of aircraft is made, only one flight may be made out of that territory.

Article 10. PROVISION OF STATISTICS

The aeronautical authorities of one 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 capacity provided on the agreed services by the designated airline of the Contracting Party referred to first in this Article. Such statements shall include all information required to determine the amount of traffic carried by that airline on the agreed services.

Article 11. TARIFFS

(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, characteristics of service (such as standards of speed and accommodation), and the tariffs of other airlines for similar services on comparable sectors.

(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, after 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 the approval of the aeronautical authorities of the Contracting Party at least sixty (60) 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) This approval may be given expressly; if neither of the aeronautical authorities has expressed disapproval within thirty (30) days from the date of submission, in accordance with paragraph (3) of this Article, these tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided for in paragraph (3), the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.

(5) If a tariff cannot be agreed in accordance with paragraph (2) of this Article, or if, during the period applicable in accordance with paragraph (4) of this Article, one aeronautical authority gives the other aeronautical authority notice of its disapproval of a tariff agreed in accordance with the provisions of paragraph (2) of this Article, the aeronautical authorities of the two Contracting Parties shall, endeavour to determine the tariff by mutual agreement.

(6) 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 (5), the dispute shall be settled in accordance with the provisions of Article 15 of this Agreement.

(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 12. AIRLINE REPRESENTATION

The designated airline of one Contracting Party shall be entitled, subject to the laws and regulations relating to entry and residence of the other Contracting Party, to bring in and maintain on the territory of such other Contracting Party their own representatives together with such technical and commercial staff as are required for the provision of the air services.

Article 13. TRANSFER OF EARNINGS

(1) Each Contracting Party, in accordance with its applicable exchange control regulations, grants to the designated airline of the other Contracting Party the right of free

transfer of the excess of receipts over expenditure achieved by that airline in its territory in connection with the carriage of passengers, mail and cargo. Such transfer shall be at the official rate of exchange, where such a rate exists, or otherwise, at a rate equivalent to that at which the receipts were earned.

(2) Where the foreign currency exchange system is governed by a special agreement between the Contracting Parties, this special agreement shall apply.

Article 14. CONSULTATION

(1) 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 ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and shall consult when necessary to provide for modification thereof.

(2) Either Contracting Party may request consultation, which may be through discussion or by correspondence and shall begin within a period of sixty (60) days of the date of receipt of the request, unless both Contracting Parties agree to an extension of this period.

Article 15. SETTLEMENT OF DISPUTES

(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 negotiation.

(2) If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body, if they do not so agree, the dispute shall 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 (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal and the third arbitrator shall be appointed within a further period of sixty (60) 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 or the International Civil Aviation Organization may at the request of either Contracting Party 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 shall comply with any decision given under paragraph (2) of this Article.

Article 16. AMENDMENT

If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may request consultation in accordance with Article 14 of this Agreement; such modification, if agreed between the Contracting Parties shall come into effect when confirmed by an exchange of Notes through the diplomatic channel.

Article 17. REGISTRATION OF AGREEMENT

This Agreement and any amendments thereto shall be registered with the International Civil Aviation Organization set up by the Convention.

Article 18. TERMINATION

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 the 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 19. ENTRY INTO FORCE

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

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

DONE in duplicate at Georgetown this 9th day of March, 1976, in the English and French languages, both texts being equally authentic.

For the Government
of Guyana:
[Signed]¹

For the Government
of the French Republic:
[Signed]²

SCHEDULE

Routes to be served by the designated airline of the Government of Guyana in both directions

<i>Points in Guyana</i>	<i>Intermediate points</i>	<i>Points in French territory</i>
Georgetown	Paramaribo Port-of-Spain Bridgetown	Cayenne Martinique Guadeloupe

Routes to be served by the designated airline of the Government of the French Republic in both directions

<i>Points in French territory</i>	<i>Intermediate points</i>	<i>Points in Guyana</i>
Guadeloupe Martinique Cayenne	Port-of-Spain Paramaribo Bridgetown	Georgetown

NOTES

1. The designated airline of one Contracting Party may make stops at points outside the territory of the other Contracting Party other than those notified, provided that no commercial rights are exercised by that airline between such points and the territory of the other Contracting Party.

2. The designated airlines of the Contracting Parties may serve the points referred to above in any order and may omit calling at any of them on any or all flights.

¹ Signed by Yankana.

² Signed by Henri Chollet.

MEMORANDUM OF UNDERSTANDING SUPPLEMENTARY TO THE AGREEMENT FOR THE ESTABLISHMENT OF INTERNATIONAL AIR SERVICES BETWEEN THE GOVERNMENT OF GUYANA AND THE GOVERNMENT OF THE FRENCH REPUBLIC INITIATED ON 19TH OCTOBER, 1974¹

It is understood that the operating conditions of the agreed services on the specified route shall be determined by agreement between the designated airlines of both Contracting Parties.

For the Government
of Guyana:

[Signed]²

For the Government
of the French Republic:

[Signed]³

¹ Meaning the present Agreement, finally signed on 9 March 1976.

² Signed by Yankana.

³ Signed by Henri Chollet.