

No. 14864

FEDERAL REPUBLIC OF GERMANY
and
SIERRA LEONE

Air Transport Agreement. Signed at Bonn on 24 September 1970

Exchange of notes constituting an agreement implementing article 2 (2) of the above-mentioned Agreement. Bonn, 24 September 1970

Authentic texts: German and English.

Registered by the Federal Republic of Germany on 21 July 1976.

RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
SIERRA LEONE

Accord relatif aux transports aériens. Signé à Bonn le 24 septembre 1970

Échange de notes constituant un arrangement pour la mise en application de l'article 2, paragraphe 2, de l'Accord susmentionné. Bonn, 24 septembre 1970

Textes authentiques : allemand et anglais.

Enregistrés par la République fédérale d'Allemagne le 21 juillet 1976.

AIR TRANSPORT AGREEMENT¹ BETWEEN THE FEDERAL REPUBLIC OF GERMANY AND THE GOVERNMENT OF SIERRA LEONE

The Federal Republic of Germany and the Government of Sierra Leone, Hereinafter referred to as “the Contracting Parties”, being Parties to the Convention on International Civil Aviation opened for signature at Chicago on December 7, 1944,²

And desiring to make arrangements for the regulation of air transport between their respective territories and beyond,

Have agreed as follows

Article 1. (1) For the purposes of the present Agreement, unless the text otherwise requires:

a) The term “aeronautical authorities” shall mean in the case of the Federal Republic of Germany, the Federal Minister of Transport; in the case of Sierra Leone, the Minister of Transport and Communications; or in both cases any other person or agency authorized to perform the functions exercised by the said authorities;

b) The term “designated airline” shall mean an airline that one Contracting Party has designated in writing to the other Contracting Party in accordance with Article 3 of the present Agreement as being an airline which is to operate international air services on the routes specified in accordance with paragraph (2) of Article 2 of the present Agreement.

(2) The terms “territory”, “air service”, “international air service” and “stop for non-traffic purposes” shall, for the purpose of the present Agreement, have the meaning laid down in Articles 2 and 96 of the Convention of December 7, 1944, on International Civil Aviation including 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 been adopted by both Contracting Parties.

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

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

b) the right to land in its territory for non-traffic purposes; and

c) the right to land in its territory at the points named on the routes specified in accordance with paragraph (2) of this Article, 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 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 between the Governments of the Contracting Parties.

¹ Came into force on 20 November 1975, i.e., 30 days after the date of the exchange of the instruments of ratification, which took place at Freetown on 21 October 1975, in accordance with article 19(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; vol. 418, p. 161; vol. 514, p. 209; vol. 740, p. 21; vol. 893, p. 117; and vol. 958, p. 217.

(3) Nothing in the present Agreement shall be deemed to confer on the airline of one Contracting Party the privilege of taking on, in the territory of the other Contracting Party, passengers, mail or cargo to be set down at another point in the territory of that other Contracting Party.

Article 3. (1) The international air services on the routes specified in accordance with paragraph (2) of Article 2 of the present Agreement may be started at any time, provided

- a) the Contracting Party to whom the rights specified in paragraph (1) of Article 2 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 initiate the air services.

(2) The Contracting Party granting these rights shall, subject to the provisions of paragraphs (3) and (4) of this article and subject to the provisions of Article 11 of the present Agreement, give without delay the said authorization to operate the international air service.

(3) Each Contracting Party may require an airline designated by the other Contracting Party to satisfy it that it is qualified to meet the requirements prescribed under the laws and regulations of the first Contracting Party governing the operation of international air traffic.

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

Article 4. (1) Each Contracting Party may revoke, or limit by the imposition of conditions, the authorization granted in accordance with paragraph (2) of Article 3 of the present Agreement in the event of failure by a designated airline to comply with the laws and regulations of the Contracting Party granting the rights or to comply with the provisions of the present Agreement or to fulfil the obligations arising therefrom. This shall also apply if the proof referred to in paragraph (4) of Article 3 is not furnished. Each Contracting Party shall exercise this right only after consultations as provided for in Article 14 of the present Agreement, unless an immediate suspension of operations or imposition of conditions is necessary to avoid further infringements of laws or regulations.

(2) Each Contracting Party shall have the right by written communication to the other Contracting Party to replace subject to the provisions of Article 3 an airline it has designated 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 laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine, shall be complied with by or on behalf of such passengers, crew or cargo of the other Contracting Party upon entry into or departure from, and while within the territory of the first Contracting Party.

Article 6. Each Contracting Party grants to the designated airline of the other Contracting Party the right to remit to its head office the excess over expenditure of receipts earned in the territory of the first Contracting Party. Such remit-

tances, however, shall be in accordance with the foreign exchange regulations of the Contracting Party in the territory of which the revenue accrued.

Article 7. The charges imposed in the territory of either Contracting Party for the use of airports and other aviation facilities on the aircraft of a designated airline of the other Contracting Party shall not be higher than those imposed on aircraft of a national airline engaged in similar international air services.

Article 8. (1) 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 fuel, lubricants, spare parts, regular equipment and aircraft stores on board such aircraft, shall be exempt from customs duties and other charges levied on the occasion of importation, exportation or transit of goods. This shall also apply to goods on board the aircraft consumed during the flight across the territory of the latter Contracting Party.

(2) Fuel, lubricants, aircraft stores, spare parts and regular equipment, temporarily imported into the territory of either Contracting Party, there to be immediately or after storage installed in or otherwise taken on board the aircraft of a designated airline of the other Contracting Party, or to be otherwise exported again from the territory of the former Contracting Party, shall be exempt from the customs duties and other charges mentioned in paragraph (1) of this Article.

(3) Fuel and lubricants taken on board the aircraft of a designated airline of either Contracting Party in the territory of the other Contracting Party and used in international air services shall be exempt from the customs duties and other charges mentioned in paragraph (1) of this Article, as well as from any other special consumption charges.

(4) Each Contracting Party may keep the goods mentioned in paragraphs (1) to (3) of this Article under customs supervision.

Article 9. (1) There shall be fair and equal opportunity for the designated airlines of each Contracting Party to operate air services on any route specified in accordance with paragraph (2) of Article 2 of the present Agreement.

(2) In the operation of international air services on the routes specified in accordance with paragraph (2) of Article 2 of the present Agreement, any designated airline of either Contracting Party shall take account of the interests of any 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 paragraph (2) of Article 2 of the present Agreement shall have as their primary objective the provision of capacity adequate to the foreseeable traffic demand to and from the territory of the Contracting Party designating the airline. The right of such airline to carry traffic between points of a route specified in accordance with paragraph (2) of Article 2 of the present Agreement which are located in the territory of the other Contracting Party, and points in third countries, 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 and 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 air services;
- c) the requirements of an economical operation of through traffic routes.

Article 10. (1) The designated airlines shall communicate to the aeronautical authorities of the Contracting Parties not later than thirty days prior to the initiation of air services on the routes specified in accordance with paragraph (2) of Article 2 of the present Agreement the type of service, the types of aircraft to be used and the flight schedules. This shall likewise apply to later changes.

(2) The aeronautical authorities of either Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party at their request such periodic or other statistical data of the designated airlines 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 paragraph (2) of Article 2 of the present Agreement. Such data shall include all information required to determine the amount of traffic carried and the origins and destinations of such traffic.

Article 11. (1) The rates to be charged for passengers and cargo on the routes specified in accordance with paragraph (2) of Article 2 of the present Agreement shall be fixed with due regard to all factors, such as cost of operation, a reasonable profit, the characteristics of the various routes and the rates charged by any other airlines which operate over the same routes or parts thereof.

(2) The rates shall, if possible, be agreed for each route between the designated airlines concerned. For this purpose the designated airlines shall be guided by such decisions as are applicable under the traffic conference procedures of the International Air Transport Association (IATA), or shall, if possible, agree on such rates directly between themselves after consulting with airlines of third countries which operate over the same routes or parts thereof.

(3) Any rates so agreed shall be submitted for approval to the aeronautical authorities of both Contracting Parties not later than thirty days prior to the proposed date of their introduction. This period may be reduced in special cases if the aeronautical authorities so agree.

(4) If no agreement has been reached between the designated airlines in accordance with paragraph (2) above, or if one of the Contracting Parties does not consent to the rates submitted for its approval in accordance with paragraph (3) above, the aeronautical authorities of the two Contracting Parties shall by common accord fix those rates for routes or parts thereof on which there is lack of agreement or of consent.

(5) If no accord as envisaged in paragraph (4) above is reached between the aeronautical authorities of the two Contracting Parties, the provision of Article 15 of the present Agreement shall apply. Until such time as an arbitral award has been 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 12. Each airline designated by either Contracting Party may maintain and employ its own personnel for its business transactions in the airports and cities in the territory of the other Contracting Party where it intends to maintain an agency; work permits shall be granted subject to the laws and regulations of the Contracting Parties. If a designated airline refrains from establishing its own organization at airports in the territory of the other Contracting Party, it shall have its work performed, as far as possible, by the personnel of such airports or of an airline designated by the other Contracting Party in accordance with sub-paragraph *a*) of paragraph (1) of Article 3 of the present Agreement.

Article 13. Exchanges of views shall take place as needed between the aeronautical authorities of the Contracting Parties in order to achieve close cooperation and agreement in all matters pertaining to the application of the present Agreement.

Article 14. Consultation may be requested at any time by either Contracting Party for the purpose of discussing amendments to the present Agreement or to the Route Schedule or questions relating to interpretation. The same applies to discussions concerning the application of the present Agreement if either Contracting Party considers that an exchange of views within the meaning of Article 13 has not produced any satisfactory results. Such consultation shall begin within sixty days from the date of receipt by the other Contracting Party of any such request.

Article 15. (1) To the extent that any disagreement concerning the interpretation or application of the present Agreement cannot be settled in accordance with Article 14 of the present Agreement, it shall be submitted to an arbitral tribunal at the request of either Contracting Party.

(2) Such arbitral tribunal shall be constituted *ad hoc* as follows: each Contracting Party shall appoint one member, and these two members shall agree upon a national of a third State as their chairman to be appointed by the Governments of the two Contracting Parties. Such members shall be appointed within sixty days, and such chairman within ninety days, from the date on which either Contracting Party has informed the other Contracting Party of its intention to submit the disagreement to an arbitral tribunal.

(3) If the periods specified in paragraph (2) above have not been observed, either Contracting Party may, in the absence of any other relevant arrangement, invite the President of the Council of the International Civil Aviation Organization (ICAO) to make the necessary appointments. If the President is a national of either Contracting Party or if he is otherwise prevented from discharging this function, the Vice-President deputizing for him should make the necessary appointments.

(4) The arbitral tribunal shall reach its decisions by a majority of votes. Such decisions shall be binding on both Contracting Parties. Each Contracting Party shall bear the cost of its own member as well as of its representation in the arbitral proceedings; the cost of the chairman and any other costs shall be borne in equal parts by the Contracting Parties. In all other respects, the arbitral tribunal shall determine its own procedure.

Article 16. In the event of a general multilateral air transport convention accepted by the Contracting Parties entering into force, the provisions of such convention shall prevail. Any discussions with a view to determining the extent to which the present Agreement is terminated, superseded, amended or supplemented by the provisions of the multilateral convention shall take place in accordance with Article 14 of the present Agreement.

Article 17. The present Agreement, any amendments to it and any exchange of notes under paragraph (2) of Article 2 of the present Agreement shall be communicated to the International Civil Aviation Organization (ICAO) for registration.

Article 18. Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve 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 days after the receipt of notice by the International Civil Aviation Organization.

Article 19. (1) The present Agreement shall be subject to ratification by the Contracting Parties. The instruments of ratification shall be exchanged as soon as possible.

(2) The present Agreement shall enter into force thirty days after the exchange of the instruments of ratification.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed the present Agreement.

DONE at Bonn on 24 September 1970 in four originals, two each in the German and English languages, all four texts being equally authentic.

For the Federal Republic of Germany:
S. Frhr. v. BRAUN

For the Government of Sierra Leone:
GEORGE G. LAMIN

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE FEDERAL REPUBLIC OF GERMANY AND THE GOVERNMENT OF SIERRA LEONE IMPLEMENTING ARTICLE 2 (2) OF THE AIR TRANSPORT AGREEMENT OF 24 SEPTEMBER 1970²

I

[GERMAN TEXT — TEXTE ALLEMAND]

den 24. September 1970

24. September 1970

Exzellenz,

Ich beehre mich, Ihnen in Ausführung des Artikels 2 Absatz 2 des am 24. September 1970 unterzeichneten Abkommens zwischen der Bundesrepublik Deutschland und der Regierung von Sierra Leone über den Luftverkehr namens der Regierung der Bundesrepublik Deutschland folgende Vereinbarung vorzuschlagen:

Der Fluglinienverkehr zwischen unseren Hoheitsgebieten kann auf den in nachstehendem Fluglinienplan festgelegten Linien durchgeführt werden:

Fluglinienplan

I. Fluglinien, die von den seitens der Bundesrepublik Deutschland bezeichneten Unternehmen betrieben werden: Von Punkten in der Bundesrepublik Deutschland über Zwischenlandpunkte nach Freetown und Punkten darüber hinaus.

II. Fluglinien, die von den seitens der Regierung von Sierra Leone bezeichneten Unternehmen betrieben werden: Von Punkten in Sierra Leone über Zwischenlandpunkte nach einem Punkt in der Bundesrepublik Deutschland* und Punkten darüber hinaus.

III. Ein bezeichnetes Unternehmen kann nach seiner Wahl einen oder mehrere Punkte auf einer festgelegten Linie auslassen, wenn der Abgangspunkt dieser Linie im Hoheitsgebiet der Vertragspartei liegt, die das Unternehmen bezeichnet hat.

* Der später bestimmt wird.

Excellency,

I have the honour in implementation of paragraph (2) of article 2 of the Air Transport Agreement between the Federal Republic of Germany and the Government of Sierra Leone signed on 24 September 1970,² to propose to you on behalf of the Government of the Federal Republic of Germany that the following Arrangement be concluded;

Air services between our respective territories may be operated over the routes specified in the following Route Schedule:

Route Schedule

I. Routes to be operated by airlines designated by the Federal Republic of Germany: From points in the Federal Republic of Germany over intermediate points to Freetown and points beyond.

II. Routes to be operated by airlines designated by the Government of Sierra Leone: From points in Sierra Leone over intermediate points to a point in the Federal Republic of Germany* and points beyond.

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

* To be determined later.

¹ Came into force on 20 November 1975, the date of entry into force of the Air Transport Agreement of 24 September 1970, in accordance with the provisions of the said notes.

² See p. 10 of this volume.

Falls sich die Regierung von Sierra Leone mit dem vorstehenden Fluglinienplan einverstanden erklärt, beehre ich mich vorzuschlagen, daß diese Note und die das Einverständnis Ihrer Regierung zum Ausdruck bringende Antwortnote Eurer Exzellenz eine Vereinbarung zwischen unseren Regierungen bilden sollen, die am gleichen Tage in Kraft tritt, wie das eingangs erwähnte Abkommen.

Genehmigen Sie, Exzellenz, die Versicherung meiner ausgezeichnetsten Hochachtung.

[Signed — Signé]

V. BRAUN

Seiner Exzellenz
dem Minister für Wohnungswesen
und Raumplanung von Sierra Leone
Herrn George G. Lamin

If the Government of Sierra Leone agrees to the above Route Schedule, I have the honour to propose that the present note and your Excellency's note in reply expressing your Government's agreement shall constitute an Arrangement between our Governments, to enter into force on the same date as the Air Transport Agreement mentioned above.

Accept, Excellency, the assurances of my highest consideration.

[Signed]

V. BRAUN

His Excellency
the Minister of Housing
and Countryplanning
Mr. George G. Lamin

II

[GERMAN TEXT — TEXTE ALLEMAND]

BOTSCHAFT VON EMBASSY OF
SIERRA LEONE SIERRA LEONE

Der Minister
für Wohnungswesen und Raumplanung

Bonn, den 24. September 1970

Herr Staatssekretär,

Ich beehre mich, den Empfang Ihrer Note vom 24. September 1970 zu bestätigen, die folgenden Wortlaut hat:

[See note I — Voir note I]

Ich beehre mich, Ihnen mitzuteilen, daß die Regierung von Sierra Leone mit dem in Ihrer Note enthaltenen Fluglinienplan und damit einverstanden ist, daß Ihre Note und diese Antwort eine Vereinbarung zwischen unseren Regierungen bilden sollen, die am gleichen Tage wie das am 24. September 1970 unterzeichnete Abkommen zwischen der

BOTSCHAFT VON EMBASSY OF
SIERRA LEONE SIERRA LEONE

The Minister
of Housing and Countryplanning

Bonn, 24 September 1970

Mr. State Secretary,

I have the honour to confirm the receipt of your note dated 24 September 1970, which reads as follows:

[See note I]

I have the honour to inform you that the Government of Sierra Leone agrees to the Route Schedule contained in your note and to your proposal that your note and the present note in reply shall constitute an arrangement between our Governments, to enter into force on the same date as the Air Transport Agreement between the Government of Sierra Leone

Regierung von Sierra Leone und der Bundesrepublik Deutschland über den Luftverkehr in Kraft tritt.

Genehmigen Sie, Herr Staatssekretär, die Versicherung meiner ausgezeichneten Hochachtung.

[Signed — Signé]¹

An den Staatssekretär
des Auswärtigen Amts
Freiherrn von Braun

and the Federal Republic of Germany signed on 24 September 1970.

Accept, Mr. State Secretary, the assurance of my highest consideration.

[Signed — Signé]¹

Freiherr von Braun
State Secretary
Auswärtiges Amt

¹ Signed by George G. Lamin—Signé par George G. Lamin.

¹ Signed by George G. Lamin—Signé par George G. Lamin.