No. 15169

FRANCE
and
LIBYAN ARAB REPUBLIC

Air Agreement regulating air services between and beyond their respective territories (with annex). Signed at Paris on 24 May 1974

Authentic texts: French and Arabic.

Registered by France on 30 December 1976.

FRANCE
et
RÉPUBLIQUE ARABE LIBYENNE

Accord aérien réglementant les services aériens entre leurs territoires respectifs et au-delà de ceux-ci (avec annexe). Signé à Paris le 24 mai 1974

Textes authentiques : français et arabe.

Enregistré par la France le 30 décembre 1976.

[TRANSLATION — TRADUCTION]

AIR AGREEMENT[1] BETWEEN THE FRENCH REPUBLIC AND THE LIBYAN ARAB REPUBLIC REGULATING AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Government of the French Republic and the Government of the Libyan Arab Republic, affirming their confidence in the development of international civil aviation by their strict adherence to the provisions of the Chicago Convention on International Civil Aviation[2] and desiring to conclude an Agreement with a view to regulating the establishment of air services between and beyond their respective territories,

Have agreed as follows:

Article 1. For the purposes 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 7 December 1944, and includes any annex adopted under article 90 of the said Convention and any amendment to the annexes or Convention under articles 90 and 94 thereof;

(*b*) The term "aeronautical authorities" means, in the case of the French Republic, the Secretary-General of Civil Aviation or any person or body authorized to perform any functions exercised at present by the said Secretary-General of Civil Aviation, or similar functions, and, in the case of the Libyan Arab Republic, the Minister of Communications, the Director of Civil Aviation, or any person or body authorized to perform any functions exercised at present by the said Minister of Communications or the Director of Civil Aviation, or similar functions;

(*c*) The term "designated airline" means the airline which one Contracting Party has designated, by written notification to the other Contracting Party, in accordance with article 4 of this Agreement;

(*d*) The terms "air services", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in article 95 of the Convention;

(*e*) The term "territory" has the meaning assigned to it in article 2 of the Convention;

(*f*) The term "capacity" with regard to an aircraft means the payload offered by the aircraft on a route or section of a route;

(*g*) The term "capacity" with regard to a specified air service means the capacity offered by an aircraft on that service, multiplied by the frequency with which that aircraft operates over a given period on a specified route or part of that route.

The annex to this Agreement shall be regarded as an integral part of the Agreement, and any reference to the Agreement shall imply a reference to the annex, except where otherwise expressly agreed.

---

[1] Came into force on 30 April 1975, i.e., 30 days after the date on which the two Contracting Parties had notified each other of the completion of their respective constitutional procedures (notifications effected on 9 January 1975 by the Libyan Arab Republic and 31 March 1975 by France), in accordance with article 17.

[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 2. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement with a view to establishing regular international air services on the routes specified in the annex. These services and routes shall hereinafter be referred to as "the agreed services" and "the specified routes" respectively.

Article 3. 1. Subject to the provisions of this Agreement, the airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:

(*a*) the right to fly without landing over the territory of the other Contracting Party;

(*b*) the right to make stops in that territory for non-traffic purposes;

(*c*) the right to make stops in that territory at the points specified for that route in the annex to this Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail coming from or destined for other points so specified.

2. Nothing in paragraph 1 of this article shall be deemed to confer on the airlines of one Contracting Party the right to take on in the territory of the other Contracting Party passengers, cargo or mail carried on a commercial basis and destined for another point in the territory of that other Contracting Party.

Article 4. 1. Each Contracting Party may operate on the routes or parts of the routes specified in the annex to this Agreement immediately or at a later date at its convenience, subject to the following:

(*a*) the Contracting Party shall have designated in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes;

(*b*) the other Contracting Party shall have granted without undue delay to the airline or airlines designated the appropriate operating authorizations in accordance with its laws, rules and regulations.

2. 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.

Article 5. 1. Each Contracting Party shall have the right to refuse to accept the designation of an airline and to suspend or revoke the granting to an airline of the rights specified in article 3 of this Agreement, or to impose such conditions as it may deem necessary on the exercise of those rights, if 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 that Contracting Party.

2. Each Contracting Party shall have the right to revoke an operating authorization, to suspend the exercise by a designated airline of the other Contracting Party of the rights specified in article 3 of this Agreement, or to impose such conditions as it may deem necessary on the exercise of those rights, if the airline fails to comply with the laws and regulations of the Contracting Party granting those rights or with the terms laid down under this Agreement; this right shall be exercised only after consultation with the other Contracting Party, unless immediate revocation, suspension or imposition of the above-mentioned conditions is necessary to prevent further infringements of the laws and regulations.

3. Any action taken under this article shall not affect the rights of the other Contracting Party.

Article 6. 1. There shall be fair and equal opportunity for the designated airlines of the two Contracting Parties to operate the agreed services on the specified routes between their respective territories.

2. In operating the agreed services, the designated airlines of each Contracting Party shall take into consideration the interests of the airlines of the other Contracting Party so as not to affect unduly the services which the latter provides on the same routes or parts thereof.

Article 7. 1. The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transport on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to meet the current and reasonably foreseeable requirements for the carriage of passengers, cargo and mail between the territory of the Contracting Party designating the airline and the country of final destination of the traffic.

2. Provision for the carriage of passengers, cargo and mail taken on or put down at points on the specified routes in the territory of States other than those designating the airline shall be made in accordance with the general principles that capacity shall be related to:

(*a*) the traffic requirements between the country of origin and the country of destination;
(*b*) the traffic requirements of the area through which the airline passes, taking into account other air services of the States in the area; and
(*c*) the requirements of through airline operations.

Article 8. 1. Each Contracting Party shall ensure that its designated airlines provide the aeronautical authorities of the other Contracting Party, as far in advance as possible, with copies of time-tables and tariffs, any amendments thereto and any other details concerning the operation of the agreed services, including information on the capacity offered, which the aeronautical authorities may need for the purpose of assessing how this Agreement is being implemented.

2. Each Contracting Party shall ensure that its designated airlines provide the aeronautical authorities of the other Contracting Party with traffic statistics relating to the agreed services and indicating the origin and destination of the traffic.

Article 9. 1. Aircraft used in international traffic by the designated airlines of one Contracting Party and 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 similar duties or charges on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft until they are re-exported.

2. The following shall likewise be exempt from the same duties and charges, with the exception of fees or charges levied in consideration of services rendered:

(*a*) aircraft stores of any origin acquired in the territory of one Contracting Party, within limits fixed by the authorities of the said Contracting Party, and taken on board aircraft operating an agreed service of the other Contracting Party;

(*b*) spare parts imported into the territory of one Contracting Party for the maintenance or repair of aircraft operating an agreed service of the designated airlines of the other Contracting Party;

(*c*) fuel and lubricants intended for aircraft of the designated airlines of the other Contracting Party operating an agreed service, even though such supplies are used on that part of the flight which takes place over the territory of the Contracting Party in which they are taken on board.

3. Regular aircraft equipment, as well as the materials and supplies retained on board the aircraft of one Contracting Party, may not be unloaded in the territory of the other Contracting Party save with the consent of the customs authorities of the latter Contracting Party. When so unloaded, they may be placed under the supervision of the said authorities until they are re-exported or otherwise disposed of in accordance with customs regulations.

Article 10. 1. The tariffs to be charged for the carriage of passengers and cargo on any of the specified air services shall be fixed at reasonable levels, due regard being paid to all relevant factors, including cost of economic operation, reasonable profit, the different characteristics of the service (including standards of speed and accommodation) and the tariffs charged by other air services regularly operated on the same route or on a part thereof.

2. The tariffs to be charged by any of the designated airlines with regard to traffic on any of the specified air routes between the territories of the two Contracting Parties or between the territory of a third country and the territory of one Contracting Party shall be fixed either:

(*a*) in accordance with any tariff resolutions adopted by the International Air Transport Association, if the designated airlines in question are members; or

(*b*) by agreement between the designated airlines in question, if they are not members of the same organization or if no resolution of the kind referred to in paragraph 2 (*a*) of this article has been adopted; it is understood that if either Contracting Party fails to designate an airline to operate on any one of the specified air routes and if the tariffs for that route have not been fixed in accordance with paragraph 2 (*a*) of this article, the airline or airlines designated by the other Contracting Party to operate on that route may fix the tariffs.

3. The tariffs so fixed shall be submitted for approval to the aeronautical authorities of the two Contracting Parties and shall enter into force after the said aeronautical authorities have given notice of their approval or, in the absence of such notice, 45 days after the tariffs have been received by the said aeronautical authorities, unless, in the meantime, the aeronautical authorities of either Contracting Party have given notice of their disapproval.

4. If the tariffs are not fixed in accordance with paragraph 2 of this article or if the aeronautical authorities of either Contracting Party disapprove of the tariffs so fixed, the Contracting Parties themselves shall endeavour to reach an agreement and shall take all the necessary measures for the entry into force of such an agreement. If the Contracting Parties cannot agree, the dispute shall be settled in accordance with article 12. Pending the settlement of the dispute either by agreement or by a decision under article 12, the tariffs already in force or, if no tariff has been fixed, reasonable tariffs shall be charged by the airlines concerned.

Article 11. Each Contracting Party may impose or allow just and reasonable charges to be imposed for the use of the public airports and other facilities under its

control. Each Contracting Party agrees, however, that such charges shall not be higher than what would be paid for the use of the same airports and facilities by its national aircraft providing similar international services.

Article 12. 1. If any dispute arises between the Contracting Parties relating to the interpretation of 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 any person or body, or, at the request of either Contracting Party, the dispute may 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 Contracting Party 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 Contracting Party fails to nominate an arbitrator or if the third arbitrator is not appointed within the period specified, 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 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 undertake to comply with any decision given under paragraph 2 of this article.

Article 13. In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult together from time to time with a view to ensuring the satisfactory implementation of the provisions of this Agreement and its annexes.

Article 14. 1. If either Contracting Party considers it desirable to amend any provision of this Agreement, it may request consultation between the aeronautical authorities of the two Contracting Parties, and, in such case, such consultation shall begin within a period of 60 days from the date of the request. Any amendment so agreed shall enter into force after an exchange of diplomatic notes stating that the two Contracting Parties have completed their respective constitutional formalities.

2. If either Contracting Party considers it desirable to modify the times in the route schedule in this Agreement, it may request consultation between the aeronautical authorities of the two Contracting Parties, and, in such case, such consultation shall begin within a period of 60 days from the date of the request. Any amendments agreed to by these authorities shall enter into force after all the legal formalities required for such entry into force have been completed by the two Parties and this has been confirmed by an exchange of diplomatic notes.

Article 15. 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 is withdrawn by mutual agreement before the expiry of that period. If no acknowledgement of receipt is made by other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date of its receipt by the International Civil Aviation Organization.

Article 16. This Agreement, its annexes and any document relating thereto shall be registered with the International Civil Aviation Organization established by the Convention on International Civil Aviation.

Article 17. The provisions of this Agreement and its annex shall enter into force thirty (30) days after the date on which the two Contracting Parties have notified each other of the completion of their respective constitutional procedures.

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

DONE in duplicate at Paris on 24 May 1974, in the French and Arabic languages, both texts being equally authentic.

For the Government of the French Republic:

[*Signed*]
J. P. CABOUAT

For the Government of the Libyan Arab Republic:

[*Signed*]
A. THULTHY

ANNEX

ROUTE SCHEDULE

French route. From France via Malta to two points in the Libyan Arab Republic, and beyond either to Niamey, N'Djamena, Accra, Lagos, Douala, Bangui, Libreville, Brazzaville, Kinshasa, Lusaka and vice versa, or to New Caledonia via intermediate points* and vice versa.

The total number of services shall be seven per week, whatever the type of aircraft, it being understood that:

1. Malta, Douala, Accra and Lagos may not be served more than twice a week. The designated French airline may, however, serve Malta more than twice a week provided that it does not exercise traffic rights between Malta and the Libyan Arab Republic and vice versa;
2. All other points beyond may not be served more than three times a week.

Libyan route. From the Libyan Arab Republic via the intermediate points of Rome, Tunis,** Geneva and/or Zurich, to two points in France and beyond to Madrid, Frankfurt, London, Amsterdam, Copenhagen, New York and vice versa.

The total number of services shall be seven per week, whatever the type of aircraft, it being understood that:

1. Frankfurt, Zurich, Madrid and New York may not be served more than twice a week;
2. All other intermediate points or points beyond may not be served more than three times a week.

* Without traffic rights between these points and the Libyan Arab Republic.

** Without traffic rights between Tunis and France.

1. The designated airlines of either Contracting Party may, on all or some of their flights, omit one or more of the points indicated on the above routes, provided that the point of departure or arrival of the flight or flights is situated in the territory of the Contracting Party which designated the airline.

2. The designated airline of each Contracting Party shall have the right to determine where to terminate its services in the territory of the other Contracting Party.