

No. 16697

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**FEDERAL REPUBLIC OF GERMANY  
and  
LIBERIA**

**Agreement for the establishment and operation of air services between and beyond their respective territories (with exchange of notes dated 29 January and 18 December 1970). Signed at Monrovia on 29 January 1970**

*Authentic texts of the Agreement: English and German.*

*Authentic text of the exchange of notes: English.*

*Registered by the International Civil Aviation Organization on 25 May 1978.*

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**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE  
et  
LIBÉRIA**

**Accord relatif à l'établissement et à l'exploitation de services aériens entre leurs territoires respectifs et au-delà (avec échange de notes en date des 29 janvier et 18 décembre 1970). Signé à Monrovia le 29 janvier 1970**

*Textes authentiques de l'Accord : anglais et allemand.*

*Texte authentique de l'échange de notes : anglais.*

*Enregistré par l'Organisation de l'aviation civile internationale le 25 mai 1978.*

## AGREEMENT<sup>1</sup> BETWEEN THE FEDERAL REPUBLIC OF GERMANY AND THE REPUBLIC OF LIBERIA FOR THE ESTABLISHMENT AND OPERATION OF AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Federal Republic of Germany and the Republic of Liberia, hereinafter referred to as the Contracting Parties,

Being Contracting Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944,<sup>2</sup>

And desiring to enter into an Agreement for the Operation of Air Services Between and Beyond Their Respective Territories,

Have agreed as follows:

*Article 1.* For the purpose of the present Agreement, unless the context otherwise requires:

a) The term “aeronautical authorities” means, in the case of the Republic of Liberia, the Secretary of Commerce and Industry, and, in the case of the Federal Republic of Germany, the Federal Minister of Transport, or in both cases any person or agency authorized to perform the functions exercised by the said authorities.

b) 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 article 90 and 94 thereof.

c) The terms “air services”, “international air service”, “airline”, and “stop for non-traffic purposes” have the meanings specified in the Convention.

d) The term “capacity” in relation to an aircraft means the load of that aircraft available on a route or section of a route; and the term “capacity” in relation to a specified air service means the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period and route or section of a route.

e) The term “designated airline(s)” means an airline or airlines, which one Contracting Party shall have designated in writing to the other Contracting Party, in accordance with article 2 of this Agreement.

f) The term “prohibited area” means the area and the air space above that area over or through which any prohibition to the flying of an aircraft of any description may be imposed by the Party concerned in accordance with article 9 of the Convention.

g) The term “territory” in relation to a Contracting Party means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or trusteeship of that Contracting Party.

<sup>1</sup> Came into force on 7 August 1976, i.e., 30 days after the date of the exchange of the instruments of ratification, which took place at Bonn on 8 July 1976, in accordance with article 15 (2).

<sup>2</sup> 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; vol. 958, p. 217, and vol. 1008, p. 213.

*Article 2.* (1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating by virtue of the present Agreement air services on the route specified in the appropriate section of the Route Schedule to the present Agreement (hereinafter referred to as the agreed routes). On receipt of the designation of an airline, that other Contracting Party shall, subject to the provision of paragraph 2 of this article and of article 7 of the present Agreement, without delay grant to that airline the appropriate operating authorization.

(2) Before granting the authorization referred to in paragraph 1 of this article, the aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the present Agreement and the conditions prescribed under the laws and regulations which they normally apply in respect to the operation of airlines.

(3) At any time after the provisions of paragraph 1 of this article have been complied with, an airline as designated and authorized, may begin to operate the agreed services.

(4) The operation of the air services in the areas declared as prohibited areas by a Contracting Party shall be subject to the approval of the Contracting Party.

(5) Certificates of airworthiness, certificates of competency, qualifications and licences issued or rendered valid by one Contracting Party and still in force in accordance with the Convention, shall be recognized as valid by the other Contracting Party for the purpose of operating the route and services specified in the Route Schedule. Each Contracting Party reserves the right, however, to refuse to recognize, for the flight over its own territory, certificates of competency and licences granted to its own national(s) by the other Contracting Party.

(6) The laws, rules, regulations and instructions of one Contracting Party, especially those relating to the entry into or departure from its territory of passengers, crew, cargo or aircraft engaged in international air navigation (such as regulations relating to entry, exit, immigration, passports, customs and quarantine) shall be applicable to the passengers, crew, cargo and aircraft of the designated airline(s) of the other Contracting Party, while within the territory of the former Contracting Party.

*Article 3.* (1) For the purpose of operating international air services by the designated airline(s), each Contracting Party grants to the other Contracting Party the following rights:

- a) to fly without landing across the territory of the other Contracting Party;
- b) to make stops in the said territory for non-traffic purposes;
- c) to embark and disembark at the point(s) in the said territory named in the Route Schedule international traffic in passengers, mail and cargo.

(2) The routes over which the designated airline(s) 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.

*Article 4.* (1) The designated airline(s) shall communicate to the aeronautical authorities of both Contracting Parties not later than thirty days prior

to the inauguration of air services on the routes specified in accordance with paragraph 2 of article 3 of the present Agreement the type of service(s), the type 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 airline(s) as may be reasonably required for the purpose of reviewing the capacity provided by any designated airline(s) of the first Contracting Party on the routes specified in accordance with paragraph 2 of article 3 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 5.* (1) In fixing rates to be charged for passengers and freight on the routes specified in accordance with paragraph 2 of article 3 of the present Agreement, account shall be taken of all factors, such as cost of operation, reasonable profit, the characteristics of the various routes and the rates charged by any other airlines which operate over the same routes or parts thereof. In fixing such rates, the provisions of the following paragraphs should be observed.

(2) The rates shall, if possible, be agreed upon for each route between the designated airline(s) concerned. For this purpose the designated airline(s) should be guided by such decisions as are applicable under the traffic conference procedures of the International Air Transport Association (IATA), or should, 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 upon shall be submitted for approval to the aeronautical authorities of both Contracting Parties at least 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 airline(s) 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 should by common accord fix those rates for routes or parts thereof for which there is disagreement or lack of consent.

(5) Each airline designated by either Contracting Party may establish and maintain its Agency and employ its personnel for its business transaction at the airports and cities of the territory of the other Contracting Party.

*Article 6.* (1) Aircraft operated by the designated airline(s) 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 brought into the territory of either Contracting Party, there to be immediately or after storage installed in or otherwise taken on board the aircraft of the designated airline(s) 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 the designated airline(s) 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) No duties or other charges shall be imposed on goods mentioned in paragraphs 1 to 3 of this article and there shall be no economic prohibitions or restrictions on these goods.

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

*Article 7.* Each Contracting Party shall have the right after consultation with the other Contracting Party to refuse to accept, withhold or revoke the designation of an airline or to impose appropriate conditions as it may deem necessary with respect to an operating permission, in case it is not satisfied that substantial ownership and effective control of the airlines are vested in the other Contracting Party or its nationals or in case of failure by designated airline(s) of the other Contracting Party to comply with the laws and regulations of the former Contracting Party. In the event of action by one Contracting Party under this article the rights of the other Contracting Party under article 11 shall not be prejudiced.

*Article 8.* (1) Each Contracting Party undertakes to offer assistance in its territory to a distressed aircraft of the other Contracting Party, used for the exploitation of specified air services; said assistance shall be in the same manner as though it were concerning its own aircraft operating similar international service.

(2) In case an accident occurs to such an aircraft causing death or injury to person(s) or serious damage to aircraft or property, the Contracting Party in whose territory the accident occurs shall investigate into the circumstances of the accident. The Contracting Party to whom the aircraft is related shall be authorized to send observers who shall assist in the investigation. A report of the findings is to be communicated to the other Contracting Party by the Party conducting the investigation.

*Article 9.* (1) There shall be a discussion and an exchange of views, whenever necessary, between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting fulfilment of the present Agreement.

(2) Either Contracting Party may, at any time, request consultation with the other Party if the former Party considers it desirable to modify or amend any provision of the present Agreement or its Route Schedule. Such consultation shall begin within sixty days from the date of the request. Modifications agreed upon between the Contracting Parties as a result of such consultations shall come into effect:

a) in respect of provisions of the Agreement when the Contracting Parties confirm by an Exchange of Notes through the diplomatic channel that the

respective constitutional procedures required to give effect to such modifications have been carried out; and

- b) in respect of the provisions of the Route Schedule when confirmed by an Exchange of Notes.

*Article 10.* (1) Either Contracting Party may, at any time, give notice in writing to the other Party of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the other Contracting Party and the International Civil Aviation Organization. This Agreement shall then terminate one year after the date of receipt of the notice by the other Party, unless the notice is withdrawn by Agreement before the expiry of this period.

(2) In the absence of acknowledgment of receipt by the other Contracting Party notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

*Article 11.* (1) If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement and/or its Route Schedule, the Contracting Parties shall in the first place endeavour to settle it by negotiation between themselves. If the Contracting Parties fail to reach a settlement by negotiation they hereby agree to refer the dispute for decision to an arbitral tribunal.

(2) The arbitral tribunal shall be composed of three members. Each of the two Contracting Parties shall designate one arbitrator, and the two arbitrators shall agree on the designation of a national of a third country for chairmanship. If the two arbitrators have not been designated within sixty days from the date on which one of the two Contracting Parties [has] proposed settlement of the dispute by arbitration or if in the course of the following thirty days arbitrators have not agreed on the designation of a chairman, either Contracting Party may request the President of the Council of [the] International Civil Aviation Organization to proceed with the necessary designation on behalf of the Contracting Parties. If the President is a national of either Contracting Party or if he is otherwise prevented, the Vice-President deputising for him shall make the necessary designation.

(3) The decision of the arbitral tribunal shall be by majority vote. Such decision shall be binding on both Contracting Parties. Each Contracting Party shall bear the cost of its own arbitrator as well as of its representation at the arbitral proceeding. The cost of the Chairman and any other cost incidental to the arbitration shall be borne in equal part by the Contracting Parties. In all other respects the arbitral tribunal shall determine its own procedure.

(4) If either Contracting Party or a designated airline of either Contracting Party fails to comply with the decision given under paragraph 3 of this article, the other Contracting Party may limit, withhold, or revoke any rights which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline(s) of the said Contracting Party in default.

*Article 12.* In the event of a general multilateral air transport convention accepted by both Contracting Parties entering into force, the provisions of the multilateral convention shall prevail. Any discussion 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 paragraph 2 of article 9 of the present Agreement.

*Article 13.* All references to the “Agreement” shall include the Route Schedule.

*Article 14.* The present Agreement, any amendments to it and any exchange of Notes under paragraph 2 of article 3 of the present Agreement shall be communicated to the International Civil Aviation Organization for registration.

*Article 15.* (1) The present Agreement shall be ratified. The instruments of ratification shall be exchanged as soon as possible.

(2) The present Agreement shall enter into force 30 days after the exchange of the instruments of ratification.

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

DONE at Monrovia, this 29th day of January, 1970, in two originals in the English and German languages, both texts being equally authentic.

For the Federal Republic of Germany:

[Signed]

His Excellency WOLFGANG EGER  
Ambassador Extraordinary and Plenipotentiary

For the Republic of Liberia:

[Signed]

Honourable MAGNUS A. JONES  
Secretary of Commerce and Industry

## EXCHANGE OF NOTES

## I

## THE AMBASSADOR OF THE FEDERAL REPUBLIC OF GERMANY

Monrovia, January 29, 1970

Excellency,

I have the honour, in implementation of paragraph 2 of article 3 of the Air Transport Agreement between the Federal Republic of Germany and the Republic of Liberia signed today, 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 in both directions by airline(s) designated by the Federal Republic of Germany:

<i>1</i> <i>Points</i> <i>of origin</i> <i>(one or more</i> <i>of the following)</i>	<i>2</i> <i>Intermediate</i> <i>points</i> <i>(one or more</i> <i>of the following in)</i>	<i>3</i> <i>Points</i> <i>in the Territory</i> <i>of the Republic</i> <i>of Liberia</i>	<i>4</i> <i>Points beyond</i> <i>(one or more</i> <i>of the following in)</i>
Hamburg Dusseldorf Cologne/Bonn Frankfurt Munich	Switzerland France Spain Canary Islands Morocco Algeria Tunisia Libya Senegal Guinea Sierra Leone	Roberts International Airport	Ivory Coast Ghana Nigeria Brazil Uruguay Argentina Paraguay Chile

II. Routes to be operated in both directions by airline(s) designated by the Republic of Liberia:

<i>Points</i> <i>of origin</i>	<i>Intermediate</i> <i>points</i> <i>(one or more</i> <i>of the following in)</i>	<i>Points</i> <i>in the Territory</i> <i>of the Federal Republic</i> <i>of Germany</i> <i>(with option of only one</i> <i>of the following</i> <i>for any flight schedule)</i>	<i>Points beyond</i> <i>(one or more</i> <i>of the following in)</i>
Roberts International Airport	Senegal Canary Islands Spain France Ivory Coast Ghana Nigeria Tunisia Italy Sierra Leone Guinea Morocco Switzerland	Frankfurt or Hamburg or Munich	Norway Sweden Denmark England



III. The designated airline(s) may, on any or all flights, alter the order of calling and/or omit calling at one or all of the above specified points.

If the Government of the Republic of Liberia 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.

Please accept, Excellency, the assurance of my high consideration and esteem.

[Signed]

EGER

His Excellency J. Rudolph Grimes  
Secretary of State, R.L.  
Monrovia

## II

December 18, 1970

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Mr. Ambassador:

I have the honour to acknowledge receipt of your letter dated January 29, 1970, which reads word for word as follows:

[See note I]

I have the honour to confirm that my Government agrees that your letter quoted above and this letter will constitute an Arrangement between our Governments to enter into force on the same date as the Air Transport Agreement above mentioned.

Please accept, Mr. Ambassador, the assurance of my high consideration and esteem,

[Signed]

J. RUDOLPH GRIMES  
Secretary of State

His Excellency the Ambassador Extraordinary  
and Plenipotentiary  
Embassy of the Federal Republic of Germany  
Monrovia, Liberia