

**No. 16524**

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**FRANCE  
and  
VIET NAM**

**Agreement concerning civil air transport (with annexes).  
Signed at Paris on 14 April 1977**

*Authentic texts: French and Vietnamese.  
Registered by France on 31 March 1978.*

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**FRANCE  
et  
VIET NAM**

**Accord relatif aux transports aériens civils (avec annexes).  
Signé à Paris le 14 avril 1977**

*Textes authentiques : français et vietnamien.  
Enregistré par la France le 31 mars 1978.*

[TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FRENCH  
REPUBLIC AND THE GOVERNMENT OF THE SOCIALIST RE-  
PUBLIC OF VIET NAM CONCERNING CIVIL AIR TRANSPORT

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The Government of the French Republic and the Government of the Socialist Republic of Viet Nam,

Desiring to conclude an agreement for the purpose of establishing civil air transport between their two countries,

Have agreed as follows:

*Article 1.* For the purposes of the present Agreement and of its annexes:

1. The term “aeronautical authorities” means:

- in the case of the French Republic, the General Civil Aviation Authority or any person or body duly authorized to perform the functions exercised by the Authority;
- in the case of the Socialist Republic of Viet Nam, the General Civil Aviation Authority or any person or body duly authorized to perform the functions exercised by the Authority.

2. The term “designated airline” means an airline designated by the Government for the operation of the agreed services in accordance with article 3 of this Agreement;

3. The term “territory of a State” means the land areas (mainland and islands) and territorial waters adjacent thereto under the sovereignty of that State;

4. The term “air service” means any scheduled air service performed by aircraft for the public carriage of passengers, mail or cargo;

5. The term “international air service” means an air service which passes through the air space situated over the territory of more than one State;

6. The term “airline” means any air transport enterprise offering or operating an international air service;

7. The term “stop for non-traffic purposes” means a technical landing not for the purpose of taking on or discharging passengers, cargo or mail;

8. The term “tariff” means the price to be paid for the carriage of passengers, cargo or mail as well as the conditions on which such prices are based.

*Article 2.* Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of the establishment of scheduled international air services on the routes specified in the route schedule given in annex I of this Agreement (hereinafter called “agreed services” and “specified routes”).

*Article 3.* 1. Each Contracting Party grants to the civil aircraft of the designated airline of the other Contracting Party performing scheduled international air services:

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<sup>1</sup> Came into force on 21 October 1977, the date of the exchange of diplomatic notes confirming its ratification by both Governments, in accordance with article 21.

- (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 aircraft land at an airport open to international traffic;
- (c) the right to make stops in the territory of the other Contracting Party at the point indicated on the specified route in the route schedule in annex I of this Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail travelling from or to the territory of the first Contracting Party or of a third country, in accordance with the provisions laid down in annex II of this Agreement.

2. The provisions contained in paragraph 1 of this article shall apply to all types of subsonic aircraft.

3. Aircraft enjoying the rights set out in paragraph 1 of this article may not on any pretext be used for military ends or for purposes which may threaten the security of the other Contracting Party.

*Article 4.* 1. Aircraft of the designated airline flying over the territory of the other Contracting Party shall bear their identification marks and registration numbers.

2. Aircraft of the designated airlines which perform agreed services on the specified routes shall have their certificates of registration, certificates of airworthiness, permits for radio operation on board, journey log-books and transport documents necessary for international flights and other documents which may be required by the authorities during stops.

3. In the absence of any special agreement, crew members shall be nationals of one or other of the Contracting Parties. They shall be provided with licences, certificates of competency and valid passports, or with identity papers in lieu of passports.

4. Documents issued or validated by one Contracting Party shall be recognized as valid by the other Contracting Party.

*Article 5.* The laws and regulations of each Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international navigation, or relating to the operation and navigation of such aircraft during their stay within the limits of its territory, shall be applied to aircraft of the designated airline of the other Contracting Party.

Crews, passengers and shippers of cargo shall be required, either personally or through a third party acting on their behalf and in their name, to comply with the laws and regulations in force in the territory of each Contracting Party governing the entry, stay or departure of crews, passengers and cargo, such as those relating to entry, immigration, emigration, passports, clearance formalities, customs, health regulations and foreign currency.

The competent authorities of each Contracting Party shall have the right to inspect the aircraft and its contents without causing any unreasonable delay.

*Article 6.* Passengers in direct transit across the territory of either Contracting Party who do not leave the airport zone reserved for transit shall, except in the case of security measures, 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 charges.

*Article 7.* 1. In the absence of any special agreement, each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline for the operation of 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, promptly grant to the designated airline the appropriate operating authorization.

3. 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 fulfil the conditions prescribed under the laws and regulations normally and reasonably applied by them to the operation of international air services.

4. Each Contracting Party shall have the right not to grant the operating authorization referred to in paragraph 2 of this article, or to impose such conditions as it may deem necessary for the exercise by a designated airline of the rights specified in article 3 of this Agreement, when the Contracting Party concerned 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 thus designated and authorized, it may at any time begin to operate any agreed service, provided that its operating schedule has been approved by the aeronautical authorities of the other Contracting Party, in accordance with the provisions of article 13 of this Agreement, and that a tariff established in accordance with the provisions of article 12 of this Agreement is in force in respect of that service.

*Article 8.* The airlines designated by each of the two Contracting Parties shall be accorded fair and equitable treatment, in order to enjoy equal opportunities for the operation of the agreed services.

In operating their services on the specified routes, they shall therefore take measures to ensure a balance of the carriage provided for remuneration by their scheduled services between their territories.

They shall also, on common routes, take into account their mutual interests, so as not to affect unduly their respective services.

*Article 9.* 1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise by an airline designated by 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:

- (a) when 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;
- (b) when the airline fails to comply with the laws or regulations of the Contracting Party which granted those rights; or
- (c) when that airline fails to operate in accordance with the conditions prescribed in this Agreement.

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

*Article 10.* 1. Aircraft used on international services by the designated airline 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 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 levied in consideration of services rendered:

- (a) aircraft stores taken on board in the territory of one Contracting Party, within limits fixed by the authorities of the said Contracting Party, and intended for consumption on board aircraft operating an international air service of the other Contracting Party;
- (b) spare parts imported into the territory of one 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 intended for aircraft used on international air services by the designated airline of the other Contracting Party, even though such supplies be used on that part of the flight which takes place over the territory of the Contracting Party in which they are taken on board.

Materials referred to in subparagraphs (a), (b) and (c) above shall be kept under customs supervision or control.

*Article 11.* Regular aircraft equipment and materials and supplies retained on board 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 that territory. When so intended, 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 12.* 1. The tariffs to be charged by the 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 be agreed by the designated airlines of both Contracting Parties, in consultation with other airlines operating over the whole or part of the same route.

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-day period referred to in paragraph 3 of this article, one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff fixed 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 19 of this Agreement.

6. Subject to the provisions of paragraph 3 of this article, no tariff shall come into force if the aeronautical authorities of either Contracting Party have not 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 those same provisions.

8. The aeronautical authorities of each of the Contracting Parties shall ensure that the tariffs applied and levied are in conformity with the tariffs submitted to either of the Contracting Parties.

*Article 13.* The operating schedules of the designated airline of each of the Contracting Parties shall be submitted for the approval of the aeronautical authorities of the other Contracting Party.

These schedules shall be notified at least 30 days before the commencement of operations and shall indicate, *inter alia*, the time-tables, frequency of service, type of aircraft used, tariffs applied and general conditions of carriage proposed. It is understood that this approval shall be given as soon as possible, subject to the provisions of articles 5 and 9 of this Agreement.

Any subsequent modification shall be notified to the aeronautical authorities and shall take effect only after their approval has been given.

*Article 14.* Each Contracting Party undertakes to enable the other Contracting Party to transfer freely, at the official rate of exchange, any revenue in excess of expenditure accruing within its territory from the carriage of passengers, baggage, mail and cargo by the designated airline of the other Contracting Party. Whenever the payments system between the Contracting Parties is governed by a special agreement, that agreement shall apply.

*Article 15.* Each Contracting Party shall grant to the designated airline of the other Contracting Party the right to have a representative and personnel at the landing point on the agreed routes situated in its territory. The size of the organization shall be agreed by the aeronautical authorities of the two Contracting Parties.

The representative, personnel and local employees shall be nationals of one or other of the Contracting Parties. They shall observe the laws and regulations of the local authorities.

Each of the Contracting Parties shall as far as possible, and on a reciprocal basis, grant to the representative and personnel of the designated airline of the other Contracting Party the same facilities as it grants to those of other airlines, and shall guarantee their safety.

*Article 16.* 1. In the event of a forced landing or accident to an aircraft of one of the Contracting Parties in the territory of the other Contracting Party, the latter shall provide all possible assistance and in particular shall perform the following tasks:

- (a) inform the aeronautical authorities of the other Contracting Party without delay of the forced landing or accident;
- (b) give assistance to the crew members and passengers;
- (c) arrange for the custody and preservation of the aircraft concerned, baggage, cargo and mail;
- (d) institute an inquiry into the circumstances of the accident;

- (e) allow the accredited representatives of the civil aeronautical authorities and of the designated airline of the other Contracting Party to have access to the aircraft concerned in order to follow, in an observer capacity, the inquiry conducted by the local authorities; the observers shall be nationals of the Contracting Party concerned;
- (f) return the aircraft, baggage, cargo and mail when they are not needed or are no longer needed for the conduct of the inquiry;
- (g) notify the aeronautical authorities of the other Contracting Party as soon as possible of the findings of the inquiry.

2. The expenses connected with the measures of assistance shall be borne by the designated airline which owns the aircraft concerned and the costs of the inquiry shall be borne by the State in whose territory the accident occurred.

3. The designated airline which owns the aircraft shall be responsible, in the conditions established by the law of the State in whose territory the accident occurred, for damage caused by the aircraft to persons other than the passengers carried or their assigns and to property other than cargo or baggage on board.

*Article 17.* 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 compliance with and satisfactory implementation of the provisions of this Agreement and of its annexes.

*Article 18.* 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 take place orally or by correspondence, shall begin within a period of sixty (60) days from the date of the request. Any modifications so agreed shall enter into force after they have been confirmed by an exchange of diplomatic notes.

*Article 19.* Any dispute regarding the interpretation or application of this Agreement or of its annexes shall be settled by direct negotiations between the aeronautical authorities of the two Contracting Parties.

If the negotiations are unsuccessful, the dispute shall be settled through the diplomatic channel.

*Article 20.* Either Contracting Party may at any time give notice to the other Contracting Party of its decision to denounce this Agreement. 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.

*Article 21.* This Agreement shall be valid for a period of five (5) years and shall be tacitly renewed for periods of five (5) years, unless either Contracting Party notifies the other Contracting Party of its intention to terminate the Agreement one (1) year before the expiry of the current term.

This Agreement shall enter into force on the date of the exchange of diplomatic notes confirming its ratification by the two Governments.

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

DONE in Paris, on 14 April 1977, in the French and Vietnamese languages, both texts being equally authentic.

For the Government  
of the French Republic:

[Signed]

P. CUVILLIER

For the Government  
of the Socialist Republic  
of Viet Nam:

[Signed]

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## ANNEX I

### ROUTE SCHEDULE

#### *French route*

From France, via intermediate points in Europe, in the Near and Middle East, in Pakistan, in India, in Burma, in Thailand, in Laos, in Cambodia, to Hanoi and beyond to Hong Kong, the People's Republic of China, the Philippines, Japan, and another point to be determined by mutual agreement between the Contracting Parties.

#### *Vietnamese route*

From Viet Nam, via intermediate points to Paris and to points beyond.

The intermediate points and points beyond on the Vietnamese route shall be equal in number to those on the French route, and shall be determined by mutual agreement between the Contracting Parties.

NOTES. 1. The designated airline of either Contracting Party may, at its option, omit one or more points on the specified route on all or part of its services, provided that it notifies the designated airline of the other Contracting Party in good time.

2. The designated airline of either Contracting Party shall have the right to terminate its services to the territory of the other Contracting Party either in that territory or at any of the points situated beyond that territory, provided that it so informs the airline of the other Contracting Party.

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, on the one hand, and the territory of the other Contracting Party, on the other hand.

4. The airline designated by either Contracting Party may, on all or part of the agreed services, modify the order in which the points are served, provided that the other Contracting Party has given its consent.

## ANNEX II

1. The designated airlines of the two Contracting Parties shall work together, at least two months prior to the inauguration of service between France and Viet Nam, to conclude a trade co-operation agreement designed to facilitate the treatment of third and fourth freedom traffic in the mutual interest of Vietnamese and French carriers.

2. The exercise of fifth freedom traffic rights by the designated airline of one Contracting Party shall, on sectors where the designated airline of the other Contracting Party has third and fourth freedom rights, be subject to a trade agreement between the designated airlines of the two Contracting Parties.



## ANNEX III

The frequency of operation of the agreed services on the specified routes by the designated airlines of the two Contracting Parties shall be the subject of an understanding between the two enterprises. This understanding shall be submitted for the approval of the aeronautical authorities of the two Contracting Parties.

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