

No. 17503

**UNITED STATES OF AMERICA
and
LIBERIA**

**Air Transport Agreement (with route annex, memorandum
of understanding of 28 October 1977 and attachments).
Signed at Monrovia on 30 March 1978**

Authentic text: English.

Registered by the United States of America on 22 January 1979.

**ÉTATS-UNIS D'AMÉRIQUE
et
LIBÉRIA**

**Accord relatif aux transports aériens (avec annexe relative
aux routes, mémorandum d'accord du 28 octobre 1977
et appendices). Signé à Monrovia le 30 mars 1978**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 22 janvier 1979.

AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF LIBERIA

The Government of the United States of America and the Government of the Republic of Liberia,

Recognizing the increasing importance of international air travel between the two countries and desiring to conclude an agreement which will assure its continued development in their common welfare,

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944,² and hereinafter referred to as the Contracting Parties, have agreed as follows:

Article I. For the purpose of the present Agreement:

(1) "Agreement" shall mean this Agreement, the annex(s) attached thereto, and any amendments thereto.

(2) "Aeronautical authorities" shall mean, in the case of the United States of America, the Federal Aviation Administration with respect to the technical permission, safety standards, and requirements referred to in article II (7), otherwise the Civil Aeronautics Board, and, in the case of the Republic of Liberia, the Ministry of Commerce, Industry and Transportation, or, in both cases, any person or agency authorized to perform the functions exercised at present by those authorities.

(3) "Air service" shall mean any scheduled air service performed by aircraft for the public transport of passengers, cargo or mail, separately or in combination.

(4) "International air service" shall mean an air service which passes through the air space over the territory of more than one State.

(5) "Stop for non-traffic purposes" shall mean a landing for any purpose other than taking on or discharging passengers, cargo or mail.

(6) "The Convention" shall mean the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944.

(7) "Designated airline" shall mean an airline that one Contracting Party has notified the other Contracting Party to be an airline which will operate a specific route or routes listed in the annex to this Agreement. Such notification shall be communicated in writing through diplomatic channels.

(8) "Prohibited area" shall mean 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 Contracting Party concerned in accordance with article 9 of the Convention on International Civil Aviation.

(9) "Territory," in relation to a State, shall mean the land areas under the sovereignty, suzerainty, protection, jurisdiction or trusteeship of that State, and territorial waters adjacent thereto.

¹ Came into force on 30 March 1978 by signature, in accordance with article XV.

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; vol. 958, p. 217, and vol. 1008, p. 213.

Article II. (1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline or airlines for the purpose of operating by virtue of the present Agreement, air services on the route specified in the route annex. On receipt of the designation of an airline or airlines that other Contracting Party shall, subject to the provisions of paragraphs (4) and (7) of this article and of article IV of the present Agreement, expeditiously grant to that airline or airlines the appropriate operating authorization(s) under the laws and regulations which they normally apply in respect to the operation of international airline services.

(2) Air service on a route specified in the annex to this Agreement may be inaugurated by an airline or airlines of one Contracting Party at any time after that Contracting Party has designated such airline or airlines for that route and the other Contracting Party has granted the appropriate operating and technical permission.

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

(4) Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.

(5) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline or airlines designated by the other Contracting Party and shall be complied with by such aircraft upon entrance into or departure from and while within the territory of the first Contracting Party.

(6) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crew, cargo or mail of aircraft, including regulations relating to entry, clearance, immigration, passports, customs, and quarantine, shall be complied with by or on behalf of such passengers, crew, cargo or mail of the airlines of the other Contracting Party upon entrance into or departure from and while within the territory of the first Contracting Party.

(7) The competent aeronautical authorities of each Contracting Party may request consultations concerning the safety and security standards and requirements relating to aeronautical facilities, airmen, aircraft, and the operation of the designated airlines which are maintained and administered by the other Contracting Party. If, following such consultations, the competent aeronautical authorities of either Contracting Party find that the other Contracting Party does not effectively maintain and administer safety and security standards and requirements in these areas that are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation, they will notify the other Contracting Party of such findings and the steps considered necessary to bring the safety and security standards and

requirements of the other Contracting Party to standards at least equal to the minimum standards which may be established pursuant to said Convention, and the other Contracting Party will take appropriate corrective action.

Each Contracting Party reserves the right to withhold or revoke the technical permission referred to in paragraph (2) of this article with respect to an airline designated by the other Contracting Party, or to impose conditions on such permission, in the event the other Contracting Party does not take such appropriate action within a reasonable time.

Article III. (1) There shall be a fair and equal opportunity for the airlines of each Contracting Party to operate on any route covered by this Agreement.

(2) In the operation by the airlines of either Contracting Party of the air services described in this Agreement, the interest of the airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provide on all or part of the same routes.

(3) The air services made available to the public by the airlines operating under this Agreement shall bear a close relationship to the requirements of the public for such services.

(4) Services provided by a designated airline under this Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified in this Agreement shall be applied in accordance with the general principles of orderly development to which both Contracting Parties subscribe and shall be subject to the general principle that capacity should be related to:

- (a) Traffic requirements between the country of origin and the countries of ultimate destination of the traffic;
- (b) The requirements of through airline operations; and
- (c) The traffic requirements of the area through which the airline passes, after taking account of local and regional services.

(5) Without prejudice to the right of each Contracting Party to impose such uniform conditions on the use of airports and airport facilities as are consistent with article 15 of the Convention on International Civil Aviation, neither Contracting Party shall unilaterally restrict the airline or airlines of the other Contracting Party with respect to capacity, frequency, scheduling or type of aircraft employed in connection with services over any of the routes specified in the annex to this Agreement. In the event that one of the Contracting Parties believes that the operations conducted by an airline of the other Contracting Party have been inconsistent with the standards and principles set forth in this article, it may request consultations pursuant to article X of this Agreement for the purpose of reviewing the operations in question to determine whether they are in conformity with said standards and principles.

Article IV. (1) Each Contracting Party reserves the right to withhold or revoke the operating permission referred to in article II of this Agreement with respect to an airline designated by the other Contracting Party, or to impose conditions on such permission, in the event that:

- (a) Such airline fails to qualify under the laws and regulations normally applied by the aeronautical authorities of that Contracting Party;
- (b) Such airline fails to comply with the laws and regulations referred to in article II (5) and (6) of this Agreement; or
- (c) That Contracting Party is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in nationals of that Contracting Party.

(2) Unless immediate action is essential to prevent infringement of the laws and regulations referred to in article II of this Agreement, the right to revoke such permission shall be exercised only after consultation with the other Contracting Party.

Article V. (1) For the purpose of operating international air services by the designated airline or airlines, 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; and
- (c) To embark and disembark at the point(s) in the said territory named in the route annex international traffic in passengers, mail, and cargo, separately or in combination.

(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 annex.

Article VI. (1) All rates to be charged by an 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 such as costs of operation and reasonable profit as well as the characteristics of each service. To further the commitment of both Contracting Parties to expand passenger and cargo opportunities between their respective territories, innovative low rates for passenger and cargo carriage should be promoted. Each Contracting Party should encourage the respective designated airlines to explore, propose and implement the lowest possible level of rates which can be economically justified. All rates shall be subject to the approval of the aeronautical authorities of the Contracting Parties, who shall act in accordance with their obligations under this Agreement within the limits of their legal powers.

(2) Any rate proposed to be charged by an airline of either Contracting Party for carriage to or from the territory of the other Contracting Party shall, if so required, be filed by such airline with the aeronautical authorities of the other Contracting Party at least thirty (30) days before the proposed date of introduction unless the Contracting Party with whom the filing is to be made permits filing on shorter notice. The aeronautical authorities of each Contracting Party shall use their best efforts to insure that the rates charged and collected conform to the rates filed with either Contracting Party.

(3) It is recognized by both Contracting Parties that, during any period for which either Contracting Party has approved the traffic conference procedures of the International Air Transport Association, or other association of international air carriers, any rate agreements concluded through these procedures and involving an airline or airlines of that Contracting Party will be subject to the approval of the aeronautical authorities of that Contracting Party.

(4) If the aeronautical authorities of a Contracting Party, on receipt of the notification referred to in paragraph (2) above, are dissatisfied with the rate proposed, the other Contracting Party shall be so informed at least fifteen (15) days prior to the date that such rate would otherwise become effective, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

(5) If the aeronautical authorities of a Contracting Party, upon review of an existing rate charged for carriage to or from the territory of that Party by an airline or airlines of the other Contracting Party, are dissatisfied with that rate, the other Contracting Party shall be so informed and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

(6) In the event that an agreement is reached pursuant to the provisions of paragraph (4) or (5), each Contracting Party will exercise its best efforts to put such rate into effect.

(7) If:

- (a) Under the circumstances set forth in paragraph (4), no agreement can be reached prior to the date that such rate would otherwise become effective, or
- (b) Under the circumstances set forth in paragraph (5), no agreement can be reached prior to the expiration of sixty (60) days from the date of notification,

then the aeronautical authorities of the Contracting Party raising the objection to the rate may take such steps as may be considered necessary to prevent the inauguration or the continuation of the service in question at the rate complained of; provided, however, that the aeronautical authorities of the Contracting Party raising the objection shall not require the charging of a rate higher than the lowest rate charged by its own airline or airlines for comparable service between the same points.

Article VII. Each Contracting Party may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control, provided that such charges shall not be higher than the charges imposed for the use of such airports and facilities by its national aircraft engaged in similar international services.

Article VIII. (1) Each Contracting Party shall exempt the designated airline or airlines of the other Contracting Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees, and other national duties and charges on fuel, lubricants, consumable technical supplies, spare parts including engines, regular equipment, ground equipment, stores, and other items intended for use solely in connection with the operation or servicing of aircraft of the airlines of such other Contracting Party engaged in international air service. The exemptions provided under this paragraph shall apply to items:

- (a) Introduced into the territory of one Contracting Party by or on behalf of the designated airlines of the other Contracting Party;
- (b) Retained on aircraft of the designated airlines of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or
- (c) Taken on board aircraft of the designated airlines of one Contracting Party in the territory of the other and intended for use in international air services;

whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption.

(2) The exemptions provided for by this article shall also be available in situations where the designated airline or airlines of one Contracting Party have entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph (1), provided such other airline or airlines similarly enjoy such exemptions from such other Contracting Party.

(3) Equipment and supplies referred to in this article may be required to be kept under the supervision or control of the appropriate authorities.

Article IX. The following provisions shall govern the sale of air transportation and the conversion and remittance of revenues:

(1) Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, in its discretion, through its agents. Such airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies of other countries.

(2) Any rate specified in terms of the national currency of one of the Contracting Parties shall be established in an amount which reflects the effective exchange rate (including all exchange fees or other charges) at which the airlines of both Parties can convert and remit the revenues from their transport operations into the national currency of the other Party.

(3) Each designated airline shall have the right to convert and remit to its country local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly and without restrictions at the rate of exchange in effect for the sale of transportation at the time such revenues are presented for conversion and remittance and shall be exempted from taxation to the fullest extent permitted by national law. If a Contracting Party does not have a convertible currency and requires the submission of applications for conversion and remittance, the airlines of the other Contracting Party shall be permitted to file such applications as often as weekly free of burdensome or discriminatory documentary requirements.

(4) Each airline designated by either Contracting Party may establish and maintain offices and employ personnel for its business transactions at the airport and in the territory of the other Contracting Party.

Article X. Either Contracting Party may at any time request consultations on the interpretation, application or amendment of this Agreement. Such consultations shall begin within a period of sixty (60) days from the date the other Contracting Party receives the request. If any amendments or modifications are agreed to by the Contracting Parties, they shall become effective through the exchange of Diplomatic Notes.

Article XI. (1) Any dispute with respect to matters covered by this Agreement not satisfactorily adjusted through consultation shall, upon request of either Contracting Party, be submitted to arbitration in accordance with the procedures set forth herein.

(2) Arbitration shall be by a tribunal of three arbitrators constituted as follows:

(a) One arbitrator shall be named by each Contracting Party within sixty (60) days of the date of delivery by either Contracting Party to the other of a request

for arbitration. Within thirty (30) days after such period of sixty (60) days, the two arbitrators so designated shall by agreement designate a third arbitrator, who shall not be a national of either Contracting Party, and who shall serve as Chairman.

(b) If either Contracting Party fails to name an arbitrator, or if the third arbitrator is not agreed upon in accordance with paragraph (1), either Contracting Party may request the President of the Council of the International Civil Aviation Organization to designate the necessary arbitrator or arbitrators.

(3) Each Contracting Party shall use its best efforts consistent with its national law to put into effect any decision or award of the arbitral tribunal.

(4) The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Contracting Parties.

Article XII. In the event that a general multilateral air transport convention is accepted by both Contracting Parties and becomes effective, the provisions of the multilateral convention shall prevail. Either Contracting Party may request consultations, pursuant to article X, to determine if any modifications to this Agreement are required.

Article XIII. This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

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

(2) In the absence of acknowledgement of 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 XV. This Agreement will come into force on the day it is signed.

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

DONE in duplicate at Monrovia in the English language this 30th day of March, 1978.

For the Government of the United States of America:
[Signed—Signé]¹

For the Government of the Republic of Liberia:
[Signed—Signé]²

ROUTE ANNEX

1. *Republic of Liberia.* An airline or airlines designated by the Government of the Republic of Liberia shall be entitled to operate scheduled air services on the route

¹ Signed by W. Beverly Carter, Jr.—Signé par W. Beverly Carter.

² Signed by William E. Dennis, Jr.—Signé par William E. Dennis.

specified, in both directions, and to make scheduled landings in the territory of the United States of America at the point specified in this paragraph:

From Liberia via a point in Africa and points in the Atlantic Ocean to New York and beyond to two points in Canada.

2. *United States of America.* An airline or airlines designated by the Government of the United States of America shall be entitled to operate scheduled air services on the route specified, in both directions, and to make scheduled landings in the territory of Liberia at the point specified in this paragraph:

From the United States via points in the Atlantic Ocean and a point in Africa to Monrovia and beyond to points in Africa.

3. The airlines of each Contracting Party are authorized to omit on any or all flights points on any of the above specified routes.

MEMORANDUM OF UNDERSTANDING

1. Delegations representing the Governments of the Republic of Liberia and the United States of America met in Monrovia from October 24-28, 1977, to complete negotiations for an air transport services agreement. Lists of the members of each Delegation are attachments 1 and 2.

2. The two Delegations concluded a revised *ad referendum* agreement on air transport services, the complete text of which is attachment 3.¹

3. The Delegations also agreed:

- (a) That Pan American's plans (attachment 4) to replace narrow-bodied aircraft with wide-bodied aircraft in the Fall of 1978, were consistent with article III of the proposed Air Transport Services Agreement which allows airlines to select equipment and to determine service levels that are in accordance with the principles of the Agreement;
- (b) That the Liberian Aeronautical Authorities requirement that airlines file their schedules periodically to conform with airport operating procedures, such as airport congestion, was acceptable;
- (c) That the consultative process described in article X of the proposed Air Transport Services Agreement was available to deal with any capacity problems which may arise;
- (d) That the Contracting Parties recognizing the importance of charters to the development of air transport between their territories, agree to promote and encourage their growth; that the authorized airlines of each Contracting Party may operate charter air services and that the charter-worthiness of flights shall be determined by the rules of the country of traffic origin;
- (e) To the value of exploring the possibilities of training Liberian personnel in airport management and other related aspects of the aviation industry;
- (f) That consultations would occur to review the Liberian route authority whenever their plans to commence service became definitive.

4. The Liberian Delegation expressed concern over possible undue effect by Pan American on the Liberian airline's service between Monrovia and Abidjan. The United States Delegation agreed to request consultations in accordance with article X of the proposed Agreement in the event that Pan American planned to increase frequencies on that sector above one a week, after the introduction of wide-bodied aircraft.

¹ See p. 194 of this volume.

5. This Memorandum of Understanding will become effective when the Air Transport Services Agreement is signed and this act is confirmed by an exchange of Diplomatic Notes.*

[Signed]

ROBERT A. BROWN
Chairman
United States Delegation

[Signed]

CLYDE CAMPBELL
Chairman
Liberian Delegation

Monrovia, Liberia, October 28, 1977

ATTACHMENT 1

DELEGATION OF LIBERIA

1. Honorable Clyde Campbell, Assistant Minister of Transportation, Ministry of Commerce, Industry and Transportation (*Head of Delegation*)
2. Honorable Paul Berry, Assistant Minister for Commercial Transactions, Ministry of Justice
3. Mr. J. Wilson Lardner, Director of Civil Aviation, Ministry of Commerce, Industry and Transportation
4. Mr. Samuel A. McIntosh, Manager, Spriggs Payne Airport
5. Mr. Benjamin T. Collins, Legal Counsel, Ministry of Commerce, Industry and Transportation
6. Miss Lois Lewis, Legal Counsel, Ministry of Foreign Affairs
7. Mr. Leonard J. Crosbie, President/General Manager, Air Liberia

ATTACHMENT 2

DELEGATION OF THE UNITED STATES

1. Mr. Robert A. Brown, Chief, Aviation Negotiations Division, Department of State (*Head of Delegation*)
2. Mr. Francis S. Murphy, Chief, Mediterranean and Africa, Bureau of International Affairs, Civil Aeronautics Board
3. Mr. Edward P. Oppler, Chief, Regulatory Coordination Division, Office of Regulatory Policy, Department of Transportation
4. Mr. James H. Ashida, Counselor of Economic and Commercial Affairs, American Embassy, Monrovia

Technical Advisor

5. Mr. Thomas Lydon, Manager, International Services, Air Transport Association

* Not printed. Diplomatic notes were exchanged March 30, 1978.

ATTACHMENT 4

PAN AMERICAN'S PLANNED SERVICES AT LIBERIA, 1978-1983

Year	Round-trip frequencies	
	Combination B747**	All-cargo B707**
1978	3	2
1979	3	2
1980 *	4	2
1981	4	2
1982 *	5	2
1983	5	2

* Increase over previous year occurs in May.

** B707 (narrow-bodied aircraft) or B747 (wide-bodied aircraft) may be utilized on the basis of two B707s for one B747 or vice versa.