

No. 19946

**FEDERAL REPUBLIC OF GERMANY
and
JAMAICA**

**Air Transport Agreement (with exchange of notes). Signed
at Kingston on 6 November 1975**

Authentic texts: German and English.

Registered by the International Civil Aviation Organization on 19 June 1981.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
JAMAÏQUE**

**Accord relatif aux transports aériens (avec échange de
notes). Signé à Kingston le 6 novembre 1975**

Textes authentiques : allemand et anglais.

*Enregistré par l'Organisation de l'aviation civile internationale le 19 juin
1981.*

AIR TRANSPORT AGREEMENT¹ BETWEEN THE FEDERAL REPUBLIC OF GERMANY AND JAMAICA

The Federal Republic of Germany and the Government of Jamaica,
Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944²

Desiring to conclude an Agreement for the purpose of establishing air services between and beyond their respective territories,

Have agreed as follows:

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

a) 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 Articles 90 and 94 thereof so far as those Annexes and amendments have become effective for or been ratified by both Contracting Parties;

b) The term “aeronautical authorities” means in the case of the Federal Republic of Germany, the Federal Minister of Transport; in the case of Jamaica the Minister responsible for Civil Aviation, the Air Transport Licensing Board or in both cases, any other person or agency authorised to perform the functions exercised by the said authorities;

c) The term “designated airline” means an airline which has been designated and authorised in accordance with Article 3 of the present Agreement;

d) The term “territory” in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, protection or trusteeship of that State;

e) The term “air service” means any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo;

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

g) The term “stop for non-traffic purposes” means a landing for any purpose other than taking on or discharging passengers, mail or cargo; and

h) The term “tariff” has the meaning assigned to it in paragraph 1 of Article 12.

Article 2. (1) Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement, for the purpose of establishing scheduled international air services on the routes specified in accordance with paragraph 4 of this Article. Such services and routes are hereafter called “the agreed services” and “the specified routes” respectively.

¹ Came into force on 11 April 1980, i.e., 30 days after an exchange of notes confirming that the constitutional procedures had been fulfilled, in accordance with article 20.

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; vol. 1008, p. 213, and vol. 1175, p. 297.

(2) Subject to the provisions of the present Agreement the airline designated by each Contracting Party shall enjoy, while operating international services, 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 make stops in the said territory at the points specified in the Route Schedule for the purpose of putting down and taking up international traffic in passengers, mail and cargo.

(3) Nothing in paragraph 1 of this Article shall be deemed to confer on the airline of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, mail or cargo carried for remuneration or hire and destined for another point in the territory of the other Contracting Party. However, the airline designated by one Contracting Party to provide service over a route containing more than one point in the territory of the other Contracting Party may provide a stopover at any of such points to traffic moving on a ticket or waybill providing for transportation on the same airline on a through journey to or from a point outside the territory of such other Contracting Party.

(4) The routes over which the designated airlines of the Contracting Parties will be authorised to operate international air services shall be specified in a Route Schedule to be agreed upon in an Exchange of Notes between the Contracting Parties.

Article 3. (1) Each Contracting Party shall have the right to designate one airline for the purpose of operating the agreed services. Such designation shall be effected in writing through diplomatic channels to the other Contracting Party.

(2) On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this Article, without delay grant to the airline designated the appropriate operating authorisation.

(3) 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 fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by the said authorities in conformity with the provisions of the Convention.

(4) Each Contracting Party shall have the right to refuse to grant the operating authorisation referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary on the exercise by the designated airline of the rights specified in Article 2 of the present Agreement, in any case where the said Contracting Party 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 so designated and authorised it may begin at any time to operate the agreed services provided that a tariff established in accordance with the provisions of Article 12 of the present Agreement is in force in respect of that service.

Article 4. (1) Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 2 of the present Agreement by the airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights —

- a) In any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party; or
- b) In the case of failure by that airline to comply with the laws or regulations in force in the territory of the Contracting Party granting these rights; or
- c) In case the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

(2) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

Article 5. (1) 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 designated by the other Contracting Party as they are applied to its own and shall be complied with by such aircraft upon entrance into or departure from and while within the territory of the first Contracting Party.

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

Article 6. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party, and still in force, shall be recognised as valid by the other Contracting Party for the purpose of operating the routes and services provided for in the present Agreement, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention. Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

Article 7. 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 air services.

Article 8. (1) Aircraft operated by the designated airline of either Contracting Party, as well as fuel, lubricating oils, spare parts, regular equipment and aircraft stores (including food, beverages and tobacco) retained on board aircraft of the designated airline of one Contracting Party shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees or similar duties or charges, on arriving in the territory of the other Contracting Party provided such equipment and supplies remain on board the aircraft up to such time as they are re-

exported, even though such supplies are used by such aircraft on flights over that territory.

(2) Fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores (including food, beverages and tobacco) introduced into the territory of one Contracting Party, or taken on board an aircraft in that territory, by or on behalf of the other Contracting Party or its designated airline and intended solely for use by or in the aircraft of that airline shall be accorded by the first Contracting Party in respect of customs duties as mentioned in paragraph 1, inspection fees and other similar national or local duties and charges, treatment not less favourable than that granted to its national airline engaged in the operation of international air services. In any case the treatment of the designated airline of either Contracting Party shall not be less favourable than that accorded to airlines of third countries engaged in the operation of international air services to and from the territory of the other Contracting Party.

(3) Each Contracting Party may require the goods mentioned in paragraphs 1 and 2 of this Article to be kept under customs supervision.

Article 9. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

Article 10. (1) There shall be fair and equal opportunity for the designated airline of each Contracting Party to operate the agreed services on the specified routes between their respective territories.

(2) In operating the agreed services, the designated airline of each Contracting Party shall take account of the interests of the designated airline of the other Contracting Party so as not to affect unduly the air services which the latter airline operates over the same routes or parts thereof.

(3) The agreed services provided by the designated airline of each Contracting Party shall bear a close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision at a reasonable load factor of capacity adequate to the foreseeable traffic demand to and from the territory of the Contracting Party designating the airline.

(4) The right of each of the designated airlines to carry international traffic between the territory of the other Contracting Party and the territories of third countries shall be exercised in conformity with the general principles of normal development to which both Contracting Parties subscribe and subject to the conditions that the capacity shall be related to:

- a) The traffic demand to and from the territory of the Contracting Party designating the airline;
- b) The traffic demand existing in the areas through which the air services pass, taking account of local and regional air services;
- c) The requirements of an economical operation of through traffic routes.

Article 11. The aeronautical authorities of a Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party at their request such

periodic or other statistical data as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline of the first Contracting Party. Such data shall include all information required to determine the amount of traffic carried and the origins and destination of such traffic.

Article 12. (1) The term “tariff” means the prices to be paid for the carriage of passengers and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail.

(2) The tariffs to be charged for passengers and cargo on the specified routes shall be fixed with due regard to all relevant factors, including cost of operation, a reasonable profit, the characteristics of the various routes and the tariffs charged by any other airlines which operate over the same route or parts thereof.

(3) The tariffs referred to in paragraph 2 of this Article, together with the rates of agency commission used in conjunction with them, shall if possible be agreed upon in respect of each of the specified routes between the designated airlines concerned who will take into consideration the tariffs of other airlines operating over the whole or part of the route or similar routes and the International Air Transport Association rates fixing formula. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of both Contracting Parties.

(4) Any tariffs so agreed shall be submitted for approval to the aeronautical authorities of both Contracting Parties not later than sixty (60) days prior to the proposed date of their introduction. This period may be reduced in special cases if the aeronautical authorities so agree. This approval will be given expressly.

(5) If the designated airline cannot agree, or if the tariffs are not approved by the aeronautical authorities of one Contracting Party, the aeronautical authorities of both Contracting Parties shall endeavour to determine the tariffs by mutual agreement.

(6) In default of agreement the dispute shall be submitted to arbitration as provided for in Article 16 hereafter.

(7) A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff is established.

Article 13. Each Contracting Party grants to the designated Airline of the other Contracting Party the right of free transfer at the official rate of exchange of the excess of receipts over expenditure earned by the airline in its territory in connection with the carriage of passengers, mail and cargo.

Article 14. (1) In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall exchange views from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and its Schedule.

(2) Either Contracting Party may request consultation which shall begin within a period of sixty (60) days of the date of receipt of the request, unless both Contracting Parties agree to an extension of this period.

Article 15. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement and the Route Schedule it may request consultation between the two Contracting Parties. Such consultation shall begin within sixty (60) days from the date of the receipt of the request, and the modifica-

tion, if agreed between the Contracting Parties, shall come into effect when the constitutional or legal requirements of each Contracting Party have been fulfilled and confirmed by an Exchange of Notes.

Article 16. (1) If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement and 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 the dispute shall be submitted for decision to an arbitral tribunal.

(2) The arbitral tribunal shall be composed of three members, one to be named by each Contracting Party and the third to be appointed by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within sixty days of the date of delivery by either Contracting Party to the other Contracting Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within thirty days after such period of sixty days. If either Contracting Party fails to designate its arbitrator or if the third arbitrator is not agreed upon the vacancies thereby created shall be filled by persons designated by the President of the Council of the International Civil Aviation Organization on application by either Contracting Party. In such a case, the third arbitrator shall be a national of a third state and shall act as President of the Arbitral Tribunal.

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

(4) If and so long as either Contracting Party or the designated airline of either Contracting Party fails to comply with a decision given under paragraph (3) of this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline of that Contracting Party or to the designated airline in default as the case may be.

Article 17. In the event of the conclusion of any general multilateral convention concerning air transport by which the two Contracting Parties become bound, the present Agreement shall be amended by an Exchange of Notes so as to conform with the provisions of such convention.

Article 18. Either of the Contracting Parties may at any time notify the other through diplomatic channels of its decision to terminate the present Agreement. Such a notice shall be sent simultaneously to the International Civil Aviation Organization. In the event of such notice being given, the present Agreement shall terminate twelve months after the date of receipt of the notice to terminate by the other Contracting Party, unless by agreement between the Contracting Parties the notice under reference is withdrawn before the expiry of that period. If the other Contracting Party fails to acknowledge receipt, the notice shall be deemed to have been received fourteen days after its receipt by the International Civil Aviation Organization.

Article 19. The present Agreement, its Route Schedule and any amendments thereto shall be registered with the International Civil Aviation Organization.

Article 20. The present Agreement shall come into force thirty days after the day of an Exchange of Notes by the Contracting States notifying its ratification in accordance with their respective constitutional procedures.

Article 21. The present Agreement supersedes any arrangements in force between the Contracting Parties in relation to air services between and beyond their respective territories on the date on which the present Agreement shall come into force in accordance with the provisions of Article 20.

ZU URKUND DESSEN haben die hierzu von ihren Regierungen gehörig befugten Unterzeichneten dieses Abkommen unterschrieben.

GESCHEHEN zu Kingston am 6. November 1975 in zwei Urschriften, jede in deutscher und englischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist.

Für die Bundesrepublik
Deutschland:

KLAUS TIMMERMANN

Für die Regierung
von Jamaika:

ERIC O. BELL

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

DONE at Kingston this 6th day of November, 1975, in two originals, each in [the] German and English languages, both texts being equally authentic.

For the Federal Republic
of Germany:

KLAUS TIMMERMANN

For the Government
of Jamaica:

ERIC O. BELL

EXCHANGE OF NOTES — ÉCHANGE DE NOTES

I

[GERMAN TEXT — TEXTE ALLEMAND]

DER BOTSCHAFTER
DER BUNDESREPUBLIK DEUTSCHLAND

THE AMBASSADOR
OF THE FEDERAL REPUBLIC OF GERMANY

Kingston, den 6. November 1975

Herr Minister!

Ich beehre mich, Ihnen in Ausführung des Artikels 2 Absatz 4 des am 6. November 1975 unterzeichneten Abkommens zwischen der Bundesrepublik Deutschland und Jamaika über den Luftverkehr namens der Regierung der Bundesrepublik Deutschland folgende Vereinbarung vorzuschlagen:

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

FLUGLINIENPLAN

I. Linien, auf denen der Fluglinienverkehr in beiden Richtungen von dem bezeichneten Unternehmen der Regierung von Jamaika durchgeführt werden kann:

<i>Abgangspunkte</i>	<i>Zwischenlandepunkte</i>	<i>Punkte in der Bundesrepublik Deutschland</i>	<i>Punkte darüber hinaus</i>
<i>Linie 1:</i> Punkte in Jamaika	Zwei Punkte in Ländern der Karibik (Große und Kleine Antillen) die Bahamas zwei Punkte in Afrika	Zwei Punkte in der Bundesrepublik Deutschland ¹	Sechs Punkte in Europa Zwei Punkte im Nahen Osten
<i>Linie 2:</i> Punkte in Jamaika		Drei Punkte in der Bundesrepublik Deutschland	

Fußnote 1: Die Luftfahrtbehörde von Jamaika wählt die Punkte in der Bundesrepublik Deutschland aus und setzt die Luftfahrtbehörde der Bundesrepublik Deutschland darüber in Kenntnis. Zwei Punkte der Linie 2 müssen mit zwei der für die Linie 1 gewählten Punkte identisch sein. Änderungen in der Auswahl der Punkte werden nicht häufiger als einmal in sechs Monaten vorgenommen. Die gewählten Punkte in der Bundesrepublik Deutschland können vorbehaltlich Artikel 2 Absatz 3 dieses Abkommens auf demselben Flug bedient werden.

DER BOTSCHAFTER
DER BUNDESREPUBLIK DEUTSCHLAND

THE AMBASSADOR
OF THE FEDERAL REPUBLIC OF GERMANY

Kingston, 6th November, 1975

Mr. Minister,

I have the honour in implementation of Article 2 (4) of the Air Transport Agreement between the Federal Republic of Germany and Jamaica signed on 6th November, 1975 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 on the routes specified in the following Route Schedule:

ROUTE SCHEDULE

I. Routes on which air services may be operated in both directions by the designated airline of the Government of Jamaica:

<i>Points of origin</i>	<i>Intermediate points</i>	<i>Points in the Federal Republic of Germany</i>	<i>Points beyond</i>
<i>Route 1:</i> Points in Jamaica	Two points in countries in the Caribbean (Greater and Lesser Antilles) The Bahamas Two points in Africa	Two points in the Federal Republic of Germany ¹	Six points in Europe Two points in the Middle East
<i>Route 2:</i> Points in Jamaica		Three points in the Federal Republic of Germany	

¹ The aeronautical authorities of Jamaica shall select the points in the Federal Republic of Germany and notify the aeronautical authorities of the Federal Republic of Germany. Two of the points on Route 2 must be the same as the points selected on Route 1. Changes in the points selected will not be made more frequently than once every six months. The selected points in the Federal Republic of Germany may be served on the same flight, subject to the provisions of Article 2 (3) of the present Agreement.

II. Linien, auf denen der Fluglinienverkehr in beiden Richtungen von dem bezeichneten Unternehmen der Bundesrepublik Deutschland durchgeführt werden kann:

II. Routes on which air services may be operated in both directions by the designated airline of the Federal Republic of Germany:

<i>Abgangspunkte</i>	<i>Zwischenlandepunkte</i>	<i>Punkte in Jamaika</i>	<i>Punkte darüber hinaus</i>
<i>Linie 1:</i> Punkte in der Bundesrepublik Deutschland	New York oder Boston oder Philadelphia ¹ Nassau/Bahamas ²	Zwei Punkte in Jamaika ³	Guatemala, Panama Bogotá, Quito, Guayaquil, Lima, La Paz, Santiago de Chile ⁴
<i>Linie 2:</i> Punkte in der Bundesrepublik Deutschland	Madrid oder Lissabon und/oder Las Palmas oder Casablanca Nassau/Bahamas ² San Juan/Puerto Rico Santo Domingo Port-au-Prince	Zwei Punkte in Jamaika ³	Guatemala, Panama Bogotá, Quito, Guayaquil, Lima, La Paz, Santiago de Chile ⁴

Fußnote 1: Die Luftfahrtbehörde der Bundesrepublik Deutschland wählt den Punkt in den USA aus und setzt die Luftfahrtbehörde von Jamaika darüber in Kenntnis. Änderungen in der Auswahl des Punktes werden nicht häufiger als einmal in sechs Monaten vorgenommen. Solange ein jamaikanisches Unternehmen den gewählten Punkt bedient, muss das bezeichnete Unternehmen der Bundesrepublik Deutschland einen Punkt oder Punkte auf der festgelegten Linie über Jamaika hinaus in Mittel- oder Südamerika bedienen.

Fußnote 2: Zwischen Nassau/Bahamas und Jamaika werden keine Verkehrsrechte ausgeübt; Zwischenlandungen sind jedoch erlaubt.

Fußnote 3: Die Punkte in Jamaika können vorbehaltlich Artikel 2 Absatz 3 dieses Abkommens auf demselben Flug bedient werden.

Fußnote 4: Die Luftfahrtbehörde der Bundesrepublik Deutschland wählt fünf Punkte aus und setzt die Luftfahrtbehörde von Jamaika darüber in Kenntnis. Änderungen in der Auswahl der Punkte werden nicht häufiger als einmal jährlich vorgenommen.

	<i>Points of origin</i>	<i>Intermediate points</i>	<i>Points in Jamaica</i>	<i>Points beyond</i>
<i>Route 1:</i>	Points in the Federal Republic of Germany	New York or Boston or Philadelphia ¹ Nassau/Bahamas ²	Two points in Jamaica ³	Guatemala, Panama Bogotá, Quito, Guayaquil, Lima, La Paz, Santiago de Chile ⁴
<i>Route 2:</i>	Points in the Federal Republic of Germany	Madrid or Lisbon and/or Las Palmas or Casablanca Nassau/Bahamas ² San Juan/Puerto Rico Santo Domingo Port-au-Prince	Two points in Jamaica ³	Guatemala, Panama Bogotá, Quito, Guayaquil, Lima, La Paz, Santiago de Chile ⁴

¹ The aeronautical authorities of the Federal Republic of Germany shall select the point in the United States of America and notify the aeronautical authorities of Jamaica. Changes in the point selected will not be made more frequently than once every six months. During any period that a Jamaican airline is serving the point selected, the designated airline of the Federal Republic of Germany must serve a point or points beyond Jamaica in Central or South America on the specified route.

² No traffic rights shall be exercised between Nassau/Bahamas and Jamaica, but stop-overs shall be permitted.

³ The points in Jamaica may be served on the same flight, subject to the provisions of Article 2 (3) of the present Agreement.

⁴ The aeronautical authorities of the Federal Republic of Germany shall select five points and notify the aeronautical authorities of Jamaica. Changes in the points selected will not be made more frequently than once a year.

III. 1. Auf jeder der festgelegten Linien können ein oder mehrere Punkte nach der Entscheidung des bezeichneten Unternehmens auf einem oder auf allen Flügen zugelassen werden, wenn der Abgangspunkt dieser Linie im Hoheitsgebiet der Vertragspartei liegt, die das Unternehmen bezeichnet hat.

2. Auf den festgelegten Linien können die bezeichneten Unternehmen auf einem oder auf allen Flügen alle in der Linie eingeschlossenen Punkte in beliebiger Reihenfolge bedienen, ohne Rücksicht darauf, ob die Punkte als Zwischenlandepunkte oder als Punkte darüber hinaus bezeichnet sind.

Falls sich die Regierung von Jamaika mit dem vorstehenden Fluglinienplan einverstanden erklärt, werden diese Note und die das Einverständnis Ihrer Regierung zum Ausdruck bringende Antwortnote eine Vereinbarung zwischen unseren Regierungen bilden, die am gleichen Tage in Kraft tritt, wie das eingangs erwähnte Abkommen.

III. 1. The designated airline may, if it so desires, omit one or more points on any or all flights on a specific route, provided that the point of origin of such route lies in the territory of the Contracting Party that has designated the airline.

2. The designated airline may on any or all flights on the specified routes serve in any order all the points included in the route irrespective of whether shown as an intermediate point or point beyond.

If the Government of Jamaica agrees to the above Route Schedule the present Note and your Note, Mr. Minister, in reply thereto expressing your Government's agreement shall constitute an Arrangement between our two Governments, to enter into force on the same date as the aforementioned Air Transport Agreement.

Genehmigen Sie, Herr Minister, die Versicherung meiner ausgezeichnetsten Hochachtung.

[Signed — Signé]

KLAUS TIMMERMANN

Accept, Mr. Minister, the assurance of my highest consideration.

[Signed — Signé]

KLAUS TIMMERMANN

An den Aussenminister von Jamaika
Herrn Dudley J. Thompson, Q.C.
Aussenministerium
Kingston

The Honourable
Dudley J. Thompson, Q.C.
Minister of External Affairs
Ministry of External Affairs
Kingston

II

Kingston, Jamaica, 6th November, 1975

Your Excellency,

I have the honour to acknowledge the receipt of your Note dated 6th November, 1975, which reads as follows:

[See note I]

I have the honour to inform you that the Government of Jamaica agrees to the Route Schedule contained in your Note and to your proposal that your Note and the present Note in reply shall constitute an Arrangement between our Governments, to enter into force on the same date as the Air Transport Agreement between the Government of Jamaica and the Federal Republic of Germany signed on 6th November, 1975.

Accept, Excellency, the assurance of my highest consideration.

[Signed]

DUDLEY J. THOMPSON
Minister of External Affairs

His Excellency Dr. Klaus Timmermann
Ambassador of the Federal Republic
of Germany
