

No. 19945

**FEDERAL REPUBLIC OF GERMANY
and
ISRAEL**

**Air Transport Agreement (with exchanges of notes). Signed
at Bonn on 12 February 1971**

Authentic texts: German, Hebrew and English.

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

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
ISRAËL**

**Accord relatif aux transports aériens (avec échanges de
notes). Signé à Bonn le 12 février 1971**

Textes authentiques : allemand, hébreu 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 THE STATE OF ISRAEL

The Federal Republic of Germany and the State of Israel,

Desiring to make arrangements for the regulation of air transport between their respective territories and beyond,

Have agreed as follows:

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

a) The term “aeronautical authorities” shall mean in the case of the State of Israel, the Ministry of Transport and Communications; in the case of the Federal Republic of Germany, the Federal Minister of Transport or in both cases any other person or agency authorized to perform the functions exercised by the said authorities;

b) The term “designated airline” shall mean an airline that one Contracting Party has designated in writing to the other Contracting Party in accordance with Article 3 of the present Agreement as being an airline which is to operate international air services on the routes specified in accordance with paragraph (2) of Article 2 of the present Agreement.

(2) The terms “territory”, “air service”, “international air service” and “stop for non-traffic purposes” shall, for the purpose of the present Agreement, have the meaning laid down in Articles 2 and 96 of the Convention of December 7, 1944, on International Civil Aviation² as amended at present or in future.

Article 2. (1) Each Contracting Party shall grant to the other Contracting Party for the purpose of operating international air services by the designated airlines over the routes specified in accordance with the paragraph (2) of this Article,

a) The right to fly across its territory without landing;

b) The right to land in its territory for non-traffic purposes and

c) The right to land in its territory at the points named on the routes specified in accordance with paragraph (2) of this Article, in order to take on or discharge passengers, mail and/or cargo on a commercial basis.

(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 Schedule to be agreed upon in an exchange of notes between the Governments of the Contracting Parties.

Article 3. (1) The International air services on the routes specified in accordance with paragraph (2) of Article 2 of the present Agreement may be started at any time, provided

¹ Came into force on 31 October 1980, i.e., 30 days after the exchange of the instruments of ratification, which took place at Bonn on 1 October 1980, in accordance with article 16 (2).

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.

- a) The Contracting Party to whom the rights specified in paragraph (1) of Article 2 are granted, has designated one or several airlines in writing, and
- b) The Contracting Party granting these rights has authorized the designated airline or airlines to initiate the air services.

(2) The Contracting Party granting these rights shall, subject to the provisions of paragraphs (3) and (4) of this Article and subject to the provisions of Article 9 of the present Agreement, give without delay the said authorization to operate the international air service.

(3) Each Contracting Party may require an airline designated by the other Contracting Party to satisfy it that it is qualified to meet the requirements prescribed under the laws and regulations of the first Contracting Party governing the operation of international air traffic.

(4) Each Contracting Party may withhold the exercise of the rights provided for in Article 2 of the present Agreement from any airline designated by the other Contracting Party if such airline is not able to prove upon request that substantial ownership and effective control of such airline are vested in nationals or corporations of the other Contracting Party or in that Party itself.

Article 4. (1) Each Contracting Party may revoke, or limit by the imposition of conditions, the authorization granted in accordance with paragraph (2) of Article 3 of the present Agreement in the event of failure by a designated airline to comply with the laws and regulations of the Contracting Party granting the rights or to comply with the provisions of the present Agreement or to fulfil the obligations arising therefrom. This shall also apply if the proof referred to in paragraph (4) of Article 3 is not furnished. Each Contracting Party shall exercise this right only after consultations as provided for in Article 12 of the present Agreement, unless an immediate suspension of operations or imposition of conditions is necessary to avoid further infringements of laws or regulations.

(2) Each Contracting Party shall have the right by written communication to the other Contracting Party to replace subject to the provisions of Article 3 an airline it has designated by another airline. The newly designated airline shall have the same rights and be subject to the same obligations as the airline which it replaces.

Article 5. The charges imposed in the territory of either Contracting Party for the use of airports and other aviation facilities on the aircraft of a designated airline of the other Contracting Party shall not be higher than those imposed on aircraft of a national airline engaged in similar international air services.

Article 6. (1) Aircraft operated by a designated airline 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 imported into the territory of either Contracting Party, there to be immediately or after storage installed in or otherwise taken on board the aircraft of a designated airline of the other Contracting Party, or to be otherwise exported again from the

territory of the former Contracting Party, shall be exempt from customs duties and other charges mentioned in paragraph (1) of this Article.

(3) Fuel and lubricants taken on board the aircraft of a designated airline 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) Each Contracting Party may keep the goods mentioned in paragraphs (1) to (3) of this Article under customs supervision.

(5) To the extent that no duties or other charges are imposed on goods mentioned in paragraphs (1) to (3) of this Article, such goods shall not be subject to any economic prohibitions or restrictions on importation, exportation or transit that may otherwise be applicable.

Article 7. (1) There shall be fair and equal opportunity for the designated airlines of each Contracting Party to operate air services on any route specified in accordance with paragraph (2) of Article 2 of the present Agreement.

(2) In the operation of international air services on the routes specified in accordance with paragraph (2) of Article 2 of the present Agreement, any designated airline of either Contracting Party shall take account of the interest of any 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 international air services on the routes specified in accordance with paragraph (2) of Article 2 of the present Agreement shall have as their primary objective the provision of capacity adequate to the foreseeable traffic demand to and from the territory of the Contracting Party designating the airline. The right of such airline to carry traffic between points of a route specified in accordance with paragraph (2) of Article 2 of the present Agreement which are located in the territory of the other Contracting Party, and points in third countries, shall be exercised, in the interests of an orderly development of international air transport, in such a way that capacity is 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 8. (1) The designated airlines shall communicate to the aeronautical authorities of the Contracting Parties not later than thirty days prior to the initiation of air services on the routes specified in accordance with paragraph (2) of Article 2 of the present Agreement the type of service, the types 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 airlines as may be reasonably required for the purpose of reviewing the capacity provided by any designated airline of the first Contracting Party on the routes specified in accordance with paragraph (2) of Article 2 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 9. (1) The rates to be charged for passengers and cargo on the routes specified in accordance with paragraph (2) of Article 2 of the present Agreement, shall be fixed with due regard to all factors, such as cost of operation, a 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.

(2) The rates shall, if possible, be agreed for each route between the designated airlines concerned. For this purpose the designated airlines shall be guided by such decisions as are applicable under the traffic conference procedures of the International Air Transport Association (IATA), or shall, 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 shall be submitted for approval to the aeronautical authorities of both Contracting Parties not later than 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 airlines 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 shall by common accord fix those rates for routes or parts thereof on which there is lack of agreement or of consent.

(5) If no accord as envisaged in paragraph (4) above is reached between the aeronautical authorities of the two Contracting Parties, the provisions of Article 13 of the present Agreement shall apply. Until such time as an arbitral award has been rendered, the Contracting Party which has withheld its consent to a given rate, shall be entitled to require the other Contracting Party to maintain the rate previously in effect.

Article 10. Each airline designated by either Contracting Party may maintain and employ its own personnel for its business transactions in the airports and cities in the territory of the other Contracting Party where it intends to maintain an agency; work permits shall not be required. If a designated airline refrains from establishing its own organization at airports in the territory of the other Contracting Party, it shall have its work performed, as far as possible, by the personnel of such airports or of an airline designated by the other Contracting Party in accordance with subparagraph (a) of paragraph (1) of Article 3 of the present Agreement.

Article 11. Exchanges of views shall take place as needed between the aeronautical authorities of the Contracting Parties in order to achieve close cooperation and agreement in all matters pertaining to the application of the present Agreement.

Article 12. (1) Consultations may be requested at any time by either Contracting Party for the purpose of discussing amendments to the present Agreement or to the Route Schedule or questions relating to interpretation. The same applies to discussions concerning the application of the present Agreement if either Contracting Party considers that an exchange of views within the meaning of Article 11 has not produced any satisfactory results. Such consultation shall begin within sixty days from the date of receipt by the other Contracting Party of any such request.

(2) Any modification of the present Agreement as a result of such consultations shall come into effect after the respective constitutional requirements have been

fulfilled and when it has been confirmed by an exchange of diplomatic notes. Any modification of the Exchange of Notes referred to in Article 2 of the present Agreement shall come into effect when it has been confirmed by an exchange of diplomatic notes.

Article 13. (1) To the extent that any disagreement concerning the interpretation or application of the present Agreement cannot be settled in accordance with Article 12 of the present Agreement, it shall be submitted to an arbitral tribunal at the request of either Contracting Party.

(2) Such arbitral tribunal shall be constituted *ad hoc* as follows: each Contracting Party shall appoint one member, and these two members shall agree upon a national of a third State as their chairman to be appointed by the Governments of the two Contracting Parties. Such members shall be appointed within sixty days, and such chairman within ninety days, from the date on which either Contracting Party has informed the other Contracting Party of its intention to submit the disagreement to an arbitral tribunal.

(3) If the periods specified in paragraph (2) above have not been observed, either Contracting Party may, in the absence of any other relevant arrangement, invite the President of the Council of the International Civil Aviation Organization (ICAO) to make the necessary appointments. If the President is a national of either Contracting Party or if he is otherwise prevented from discharging this function, the Vice-president deputizing for him should make the necessary appointments.

(4) The arbitral tribunal shall reach its decisions by a majority of votes. Such decisions shall be binding on both Contracting Parties. Each Contracting Party shall bear the cost of its own member as well as of its representation in the arbitral proceedings; the cost of the chairman 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.

Article 14. In the event of a general multilateral air transport convention accepted by the Contracting Parties entering into force, the provisions of such convention shall prevail. Any discussions 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 Article 12 of the present Agreement.

Article 15. The present Agreement, any amendments to it and any exchange of notes under paragraph (2) of Article 2 of the present Agreement shall be communicated to the International Civil Aviation Organization (ICAO) for registration.

Article 16. (1) The present Agreement shall be ratified. The instruments of ratification shall be exchanged as soon as possible at Bonn.

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

(3) Each Contracting Party may at any time give written notice of termination of the present Agreement. It shall then expire one year from the date of receipt of such notice by the other Contracting Party.

DONE at Bonn on 12 February 1971 in six originals, two each in the German, Hebrew and English languages. The German and Hebrew texts shall be equally authentic; in the event of any inconsistency between the German and Hebrew texts, the English text shall prevail.

For the Federal Republic
of Germany:

[Signed — Signé]¹

For the State of Israel:

[Signed — Signé]²

EXCHANGES OF NOTES

I a

DER STAATSSSEKRETÄR DES AUSWÄRTIGEN AMTS³

Bonn, 12 February 1971

Mr. Ambassador,

I have the honour to propose on behalf of the Government of the Federal Republic of Germany that, in pursuance of Article 2, paragraph 2, of the Agreement, signed today, between the Federal Republic of Germany and the State of Israel concerning Air Transport, 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 to be operated by airlines designated by the Federal Republic of Germany:

<i>1</i> Points of origin	<i>2</i> Intermediate points	<i>3</i> Points in the territory of the State of Israel	<i>4</i> Points beyond
A) Points in the Federal Republic of Germany	None	Two points in Israel however not on the same route	None
B) Points in the Federal Republic of Germany	None	One point in Israel	Points East of the State of Israel

¹ Signed by Paul Frank — Signé par Paul Frank.

² Signed by Eliashiv Ben-Horin — Signé par Eliashiv Ben-Horin.

³ The Secretary of State of the External Affairs Office.

II. Routes to be operated by airlines designated by the State of Israel:

¹ Points of origin	² Intermediate points	³ Points in the territory of the Federal Republic of Germany	⁴ Points beyond
A) Points in Israel	None	Two points in Germany however not on the same route	None
B) Points in Israel	None	One point in the Fed- eral Republic of Ger- many	Points in Western Europe Points in USA Points in Canada

III. A designated airline may, if it so desires, omit one or more of the points on the specified routes, provided that the point of origin of such a route lies in the territory of the Contracting Party that has designated the airline.

If the Government of the State of Israel agrees to the above Route Schedule, I have the honour to suggest that this Note and Your Excellency's Note in reply thereto expressing the agreement of your Government shall constitute an Arrangement between our two Governments, to enter into force on the same date as the Air Transport Agreement between the Federal Republic of Germany and the State of Israel signed on 12 February 1971.

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

[Signed]

FRANK

His Excellency Mr. Eliashiv Ben-Horin
Ambassador of the State of Israel

II a

AMBASSADE D'ISRAËL

Bonn, 12 February 1971

Mr. State Secretary,

I have the honour to confirm the receipt of your note dated 12 February 1971, which reads as follows :

[See note I a]

I have the honour to inform you that the Government of the State of Israel 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 the State of Israel and the Federal Republic of Germany signed on 12 February 1971.

Accept, Mr. State Secretary, the assurance of my highest consideration.

[Signed — Signé]¹

Mr. Paul Frank
State Secretary
Auswärtiges Amt

I b

DER STAATSSSEKRETÄR DES AUSWÄRTIGEN AMTS²

Bonn, 12 February 1971

Mr. Ambassador,

I have the honour to refer to the consultations between delegations of the Federal Republic of Germany and the State of Israel which took place in Jerusalem between 24 to 27 November 1969.

In the course of the negotiations it was agreed that the provisions of the Route Schedule shall be applicable under the following provisions :

(1) The number of services to be operated by the designated airlines of both contracting parties on Routes I A and II A of the Route Schedule to the Agreement shall be fixed at four flights per week each.

(2) The designated airline of the State of Israel is allowed to operate two of its weekly flights mentioned under para. (1) above on Route II B of the Route Schedule to the Agreement, and as from April 1, 1970 the designated airline of the State of Israel shall be allowed to operate four of its weekly flights mentioned under para. (1) above on this Route. While the designated airline of the State of Israel is exercising its rights to fly beyond Germany and the designated airline of the Federal Republic of Germany does not operate beyond Israel, the conditions of paras. (5) and (6) in the Protocol, signed between the two companies on March 17, 1969, will apply.

(3) When the designated airline of the Federal Republic of Germany is ready to operate flights beyond Israel on Route I B of the Route Schedule to the Agreement both Governments will meet to agree on frequencies and routings based on an equitable balance of revenue of both designated airlines according to the Protocol signed between the two airlines on March 17, 1969.

(4) In case the number of frequencies specified in paras. (1), (2) and (3) should be increased an exchange of views between both Aeronautical Authorities should take place.

(5) This agreement refers to aircraft of Boeing 707 or DC 8 type (excluding stretch version); if any one of the designated airlines will decide to introduce larger aircraft, like 747 or Airbus, a consultation should take place between the two Aeronautical Authorities.

(6) This agreement shall be valid for a period of five years as from the beginning of the Transatlantic Scheduled Services as mentioned in para. (2) above and will be automatically extended, provided that neither of the Contracting Parties has requested consultations in accordance with the provisions of Article 12 of the Air Transport Agreement.

¹ Signed by Eliashiv Ben-Horin — Signé par Eliashiv Ben-Horin.

² Secretary of State of the External Affairs Office.

I have the honour to inform you that the Government of the Federal Republic of Germany agrees to the above Arrangement. I would be grateful if you would let me know whether the Government of the State of Israel likewise agrees to the Arrangement. Should this be the case, this Note and your Note in reply thereto shall constitute an Arrangement between our two Governments, to enter into force on the same date as the Air Transport Agreement between the Federal Republic of Germany and the State of Israel signed on 12 February 1971.

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

[Signed — Signé]¹

His Excellency Mr. Eliashiv Ben-Horin
Ambassador of the State of Israel

II b

AMBASSADE D'ISRAËL

Bonn, 12 February 1971

Mr. State Secretary,

I have the honour to confirm the receipt of your note dated 12 February 1971, which reads as follows:

[See note I b]

I have the honour to inform you that the Government of the State of Israel agrees to the above Arrangement 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 the State of Israel and the Federal Republic of Germany signed on 12 February 1971.

Accept, Mr. State Secretary, the assurance of my highest consideration.

[Signed — Signé]²

Dr. Paul Frank
State Secretary
Auswärtiges Amt

¹ Signed by Paul Frank — Signé par Paul Frank.

² Signed By Eliashiv Ben-Horin — Signé par Eliashiv Ben-Horin.