

No. 20770

**FRANCE
and
MAURITIUS**

Agreement relating to air services between their respective territories (with annex). Signed at Port Louis on 22 November 1979

Authentic texts: French and English.

Registered by France on 25 February 1982.

**FRANCE
et
MAURICE**

Accord relatif aux services aériens entre leurs territoires respectifs (avec annexe). Signé à Port-Louis le 22 novembre 1979

Textes authentiques : français et anglais.

Enregistré par la France le 25 février 1982.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FRENCH
REPUBLIC AND THE GOVERNMENT OF MAURITIUS
RELATING TO AIR SERVICES BETWEEN THEIR RESPEC-
TIVE TERRITORIES

PREAMBLE

The Government of the French Republic and the Government of Mauritius,
Being parties to the Convention on International Civil Aviation, opened for
signature at Chicago on the seventh day of December, 1944,²

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

Have agreed as follows:

Article I. DEFINITIONS

For the purpose of this Agreement, unless the context otherwise requires:

(a) The term "the Convention" shall mean 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 amendments of the Annexes or Convention under Articles 90 and 94 thereof
so far as those Annexes and amendments have become effective for or have been
adopted by both Contracting Parties;

(b) The term "aeronautical authorities" shall mean, in the case of the Govern-
ment of Mauritius, the Minister charged with responsibility for Civil Aviation or
any other person or body authorised to perform the functions exercised by him;
and, in the case of the Government of the French Republic the Direction Générale
de l'Aviation Civile or any other person or body authorised to perform the
functions exercised by the said Direction;

(c) The term "designated airline" shall mean an airline which the aeronautical
authorities of one Contracting Party have designated in writing to the aeronautical
authorities of the other Contracting Party, in accordance with Article III of this
Agreement;

(d) The terms "territory", "air services", "international air service" and
"stop for non-traffic purposes" shall have the meanings respectively assigned to
them in Articles 2 and 96 of the Convention;

(e) The term "tariff" shall mean the fares and cargo rates approved by the
respective Contracting Parties to be charged and any conditions upon which
those fares and cargo rates depend, including prices and conditions for agency

¹ Came into force on 16 June 1980, the date of the last of the notifications (effected on 28 February and 16 June 1980) by which the Parties informed each other of the completion of the necessary constitutional requirements, in accordance with article XXII.

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.

and other auxiliary services but excluding remuneration and conditions for the carriage of mail.

Article II. GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the appropriate section of the annex thereto (hereinafter called "the agreed services" and "the specified route" respectively). The agreed services may be inaugurated at any time after the provisions of Article III have been complied with.

2. Subject to the provisions of this Agreement, the airline designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, 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 named on the specified routes for the purpose of taking on board and discharging international traffic in passengers, cargo and mail, and
- (d) To make stops in the said territory at the points specified in the Annex in respect of which rights have been granted for the purpose of taking on board and discharging international traffic in passengers, cargo and mail destined for and coming from the territory of a third state.

3. Nothing in paragraph (2) of this Article shall be deemed to confer on the airlines of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

4. For the purpose of the application of paragraphs (1) and (2) of this Article each Contracting Party may specify the routes to be followed above its territory by the airline of the other Contracting Party and the airports which may be used.

5. The provisions of paragraph (2) of this Article shall apply to all types of subsonic and supersonic aircraft.

Article III. DESIGNATION OF AIRLINES AND OPERATING AUTHORISATIONS

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline for the purpose of operating 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, without delay grant to the designated airline the appropriate operating authorisations.

3. The aeronautical authorities of either 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 applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorisations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article II of this 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. The airline so designated and authorised may begin to operate the agreed services at any time provided that the provisions of Articles XII and XIII have been complied with.

Article IV. REVOCATION AND SUSPENSION OF OPERATING AUTHORISATIONS

1. Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article II of this Agreement by an 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 its nationals; or
- (b) In the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights; or
- (c) In any case where the airline otherwise fails to operate in accordance with the conditions prescribed under this 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 V. CERTIFICATES OF AIRWORTHINESS, CERTIFICATES OF COMPETENCY AND LICENCES

1. Certificates of airworthiness, certificates of competency and licences issued or validated by one of the Contracting Parties, and not expired shall be recognised as valid by the other Contracting Party for the operation of air services as specified in the Annex.

2. Each Contracting Party however reserves the right not to recognise as valid, for flights either overflying or landing within its own territory, the certificates of competency and licences granted to its own nationals by another State.

Article VI. APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party relating to admission to flight within or departure from its territory of aircraft of its designated airline engaged in international air services or to the operation or navigation of such aircraft while within its territory shall likewise apply to the aircraft of the designated airline of the other Contracting Party and shall be complied with by such aircraft upon entering or departing from or while within the territory of that Contracting Party.

2. The laws and regulations of one Contracting Party relating to admission to stay in or departure from its territory of passengers, crew or cargo including mail such as regulations relating to entry, exit, emigration, immigration, passports as well as customs and sanitary measures shall apply to passengers, crew and cargo, including mail carried by the aircraft of the designated airline of the other Contracting Party upon entrance into or departure from or while within the territory of the said Contracting Party.

3. The laws and regulations above shall be the same as those applicable to national aircraft engaged in similar international air services.

Article VII. AIRPORT CHARGES

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

Article VIII. CUSTOMS DUTIES AND OTHER CHARGES

1. Aircraft operated on international air services by the designated airline of either Contracting Party, as well as their regular equipment, spare parts, supplies of fuel and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided such equipment, parts and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

2. There shall also be exempt from the same duties, fees and charges, with the exception of charges corresponding to the service performed:

- (a) Aircraft stores taken on board in the territory of a Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board outbound aircraft engaged in international air services of the designated airline of the other Contracting Party;
- (b) Spare parts introduced into the territory of a 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 destined to supply outbound aircraft operated on international air services by the designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

Materials referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under customs supervision or control.

Article IX. UNLOADING OF EQUIPMENT

The regular airborne equipment as well as the materials and supplies retained on board the aircraft of the designated airline 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 X. TRANSIT TRAFFIC

Passengers in transit through the territory of either Contracting Party shall be subject to no more than a very simplified control except as otherwise provided under national regulations. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article XI. CAPACITY PROVISIONS

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties 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 into account the interests of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the specified routes.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear 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 carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating from or destined for the territory of the Contracting Party which has designated the airline.

4. The agreed services may, within the limits of total capacity provided primarily for the carriage of traffic between the two Contracting Parties under paragraph (3) of this Article, take into account the traffic requirements between the territory of any of the Contracting Parties and the territory of any third state.

5. The capacity to be provided, the frequency of services to be operated and the nature of air service that is, transiting through or terminating in the territory of the other Contracting Party shall be agreed between the designated airlines in accordance with the principles laid down in the provisions of this Article. Such agreement shall be subject to the approval of the aeronautical authorities of the two Contracting Parties.

6. Any increase in the capacity to be provided or frequency of services to be operated by the designated airline of either Contracting Party shall be agreed, in the first instance, between the designated airlines and shall be subject to the approval of the aeronautical authorities on the basis of the estimated requirements of traffic between the territories of the two Contracting Parties. Pending such agreement or settlement, the capacity and frequency established under this Article shall remain in force.

7. In order to meet seasonal fluctuations or unexpected traffic demands of a temporary character, the designated airlines of the two Contracting Parties shall agree between themselves on suitable measures to meet this temporary increase in traffic. Any agreement concluded between the airlines and any amendments thereto shall be submitted for approval to the aeronautical authorities of the two Contracting Parties.

8. If the designated airlines of the Contracting Parties fail to agree on any matter on which their agreement is required under the provisions of this Article,

the aeronautical authorities of the Contracting Parties shall endeavour to reach agreement thereon.

Article XII. FILING OF AIRLINE TIMETABLES

1. The aeronautical authorities of each Contracting Party shall cause its designated airline to submit to the aeronautical authorities of the other Contracting Party, at least thirty days prior to the date of operation of any agreed service, its proposed timetables for their approval. Such timetables shall include all relevant information, including the type of service and aircraft to be used and the flight schedules as well as the tariffs and conditions of carriage to be employed.

2. Any subsequent changes in an operational programme of the designated airline of one Contracting Party shall be submitted for approval to the aeronautical authorities of the other Contracting Party.

3. Where the designated airline of one Contracting Party wishes to operate supplementary or additional flights besides those covered in the approved timetables, it shall first seek the prior permission of the aeronautical authorities of the other Contracting Party.

Article XIII. TARIFFS

1. The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service (such as standards of speed and accommodation) and the tariffs of other airlines for any part of the specified route. These tariffs shall be fixed in accordance with the following provisions of this Article.

2. The tariffs referred to in paragraph (1) of this Article shall, if possible, be agreed in respect of each of the specified routes between the designated airlines of the Contracting Parties after consultation with other airlines operating international scheduled services over the whole or part of the route concerned. Such agreement shall, wherever possible, be reached through the rate-fixing machinery of the International Air Transport Association.

3. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least sixty (60) days before the proposed date of their introduction; in special cases, this time limit may be reduced.

4. Where designated airlines have submitted tariff proposals within the period referred to in paragraph (3), each Contracting Party shall announce its decision within a reasonable period, if possible within 30 days after submission of the proposals. Where there is no response within the specified period by either aeronautical authority, the tariff proposal shall be considered as approved.

5. If the designated airlines cannot agree on any of these tariffs, or if for some reason a tariff cannot be agreed 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.

6. If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (2) of this Article or on the determination of any tariff under paragraph (3) the matter shall be referred to the Contracting Parties for settlement in accordance with the provisions of Article XVIII of the present Agreement.

7. The tariff established in accordance with the provisions of this Article shall remain in force until new tariffs have been approved in accordance with the provisions of this Article.

Article XIV. PROVISION OF STATISTICS

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics 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.

Article XV. TRANSFER OF EARNINGS

Each Contracting Party undertakes to grant to the designated airline of the other Contracting Party the right to remit to its head office at the official rate of exchange the excess of receipts over expenditure earned by that airline in its territory in connection with the carriage of passengers, cargo and mail.

Article XVI. CONSULTATIONS BETWEEN AERONAUTICAL AUTHORITIES

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 the implementation of, and satisfactory compliance with, the provisions of this Agreement.

Article XVII. MODIFICATION OF AGREEMENT

Consultations may be requested at any time by either Contracting Party for the purpose of initiating any amendments to the present Agreement. Consultations may also be required on matters concerning the interpretation and applications of the present Agreement if either Contracting Party considers that an exchange of views within the meaning of Article XVI has been without success. Such consultations shall begin within a period of sixty days from the date of the request. 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.

Article XVIII. SETTLEMENTS OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first instance endeavour to settle it by negotiation.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some competent person or body.

3. If settlement is not reached by the above methods, the dispute shall at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators. Each Contracting Party shall nominate an arbitrator and the third shall be appointed as President by the two so nominated. Each Contracting Party shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal, and the third arbitrator shall be appointed within a further period of sixty (60) days. If a Contracting Party fails to nominate an arbitrator within the specified period, or if

the third arbitrator is not appointed within the specified period, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to appoint the arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State. The arbitral tribunal shall determine its own procedure and shall decide on the apportionment of costs.

4. The Contracting Parties shall comply with all provisional orders and final decisions given by an arbitral tribunal under paragraphs (2) and (3) of this Article.

Article XIX. ANNEX

The Annex attached to the present Agreement shall be deemed to be part of the Agreement and all references to the Agreement shall include references to the Annex except where otherwise expressly provided.

Article XX. REGISTRATION OF AGREEMENT AND AMENDMENTS

This Agreement and any subsequent amendments thereto shall be registered with the International Civil Aviation Organization.

Article XXI. TERMINATION OF AGREEMENT

Either Contracting Party may, at any time, give written notice to the other of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, this Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by Agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

Article XXII. ENTRY INTO FORCE

The present Agreement and its Annex shall be approved by each Contracting Party and shall enter into force on the date of the last notification by either Contracting Party to the other that it has complied with its constitutional requirements for its entry into force.

IN WITNESS WHEREOF, the undersigned duly authorised by their respective governments have signed this Agreement.

DONE in two originals at Port Louis on the 22nd day of November, 1979 in French and English, each of which texts shall be equally authoritative.

[Signed]

JEAN-JACQUES MANO
French Ambassador
at Port Louis

For the Government
of the French Republic

[Signed]

SEEWOSAGUR RAMGOOLAM
Prime Minister
and Minister of Communications

For the Government
of Mauritius

ANNEX

Section I. ROUTES TO BE OPERATED BY THE DESIGNATED AIRLINE
OF MAURITIUS*Route No. 1*

Mauritius – Reunion – Antananarivo – Lusaka – One point in Malawi

Route No. 2

Mauritius – Seychelles – one point in Africa (to be chosen from Nairobi, one point in Tanzania, Addis Abeba and Cairo) – one point in the Gulf (with the exclusion of Bahrein and Oman) – two points in Europe – Paris – London

or

Mauritius – two points in Africa (to be chosen from Nairobi, one point in Tanzania, Addis Abeba and Cairo) – one point in the Gulf (with the exclusion of Bahrein and Oman) – two points in Europe – Paris – London.

Section II. ROUTE TO BE OPERATED BY THE DESIGNATED AIRLINE
OF THE FRENCH REPUBLIC

France – Djeddah – Djibouti – Kigali – one point in Africa (to be chosen from Entebbe, Bujumbura and one point in Tanzania) – Seychelles – Antananarivo – Reunion – Mauritius.

NOTES. 1. The designated airline of either Contracting Party shall have the right not to serve one or more points on the specified route on part or the whole of its services.

2. The designated airline of either Contracting Party shall have the right to terminate its services in the territory of the other Contracting Party or at any point beyond this territory.

3. The designated airline of either Contracting Party shall have the right, on part or the whole of the agreed services, to modify the order of service of the points.

4. The designated airline of either Contracting Party shall have the right to serve other points on the above routes provided that no traffic rights shall be exercised between the points and the territory of the other Contracting Party.
