

No. 21281

**FEDERAL REPUBLIC OF GERMANY
and
MAURITIUS**

**Air Transport Agreement (with exchange of notes). Signed
at Port Louis on 26 February 1974**

Authentic texts: German and English.

Registered by the International Civil Aviation Organization on 25 October 1982.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
MAURICE**

**Accord relatif aux transports aériens (avec échange de
notes). Signé à Port-Louis le 26 février 1974**

Textes authentiques : allemand et anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 25 octobre 1982.

AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY AND THE GOVERNMENT OF MAURITIUS

The Government of the Federal Republic of Germany and the Government of Mauritius

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 Federal Republic of Germany, the Federal Minister of Transport; in the case of the Government of Mauritius, the Ministry of Communications; or in both cases any other person or agency authorised 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 as being an airline which is to operate international air services on the routes specified in accordance with paragraph 2 of Article 2.

(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 Aviation as amended² 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 designated airlines over the routes specified in accordance with paragraph 2:

(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), 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 authorised 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 may be started at any time, provided

(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

¹ Came into force on 21 March 1982, i.e., 30 days from the date (19 February 1982) on which the Government of the Federal Republic of Germany informed the Government of Mauritius of the fulfilment of the constitutional requirements, in accordance with article 17 (1).

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.

(b) The Contracting Party granting these rights has authorised 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) and subject to the provisions of Article 9, give without delay the said authorisation to operate the international air services.

(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 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 Contracting Party itself.

Article 4. (1) Each Contracting Party may revoke, or limit by the imposition of conditions, the authorisation granted in accordance with paragraph (2) of Article 3 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, 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 or 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 the customs duties and other charges mentioned in paragraph (1).

(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), as well as from any other special consumption charges.

(4) Each Contracting Party may keep the goods mentioned in paragraphs (1) to (3) under customs supervision.

(5) To the extent that no duties or other charges are imposed on goods mentioned in paragraphs (1) to (3), 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) The designated airline of each Contracting Party shall, in all respects, enjoy fair and equal opportunity for the carriage of international traffic between and beyond the territories of the two Contracting Parties.

(2) In the operation by the designated airline of either Contracting Party of the agreed air services the interests of the designated airline of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same route.

(3) 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 provisions of this Article. Such agreement shall be subject to the approval of the aeronautical authorities of the two Contracting Parties.

(4) 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 and any other traffic to be jointly agreed and determined. Pending such agreement or settlement, the capacity and frequency entitlements already in force shall prevail.

(5) 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.

(6) 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 as agreed to in accordance with the provisions of this Article shall be specified in an exchange of letters between the aeronautical authorities of the Contracting Parties.

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 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. 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, 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 procedure 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), or if one of the Contracting Parties does not consent to the rates submitted for its approval in accordance with paragraph (3), 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 the aeronautical authorities cannot agree on the approval of any rates submitted to them under paragraph (3) or on the determination of any rates under paragraph (4) the matter shall be referred to the Contracting Parties for settlement in accordance with the provisions of Article 13.

(6) Pending determination of the rates in accordance with the provisions of this Article, the rates already in force shall prevail.

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 be granted subject to the laws and regulations of the Contracting Parties. 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 sub-paragraph (a) of paragraph (1) of Article 3.

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. Consultation 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.

Article 13. If any dispute arises relating to the interpretation or application of the present Agreement the aeronautical authorities of the Contracting Parties shall endeavour to settle it by negotiations between themselves, failing which the dispute shall be referred to the Contracting Parties for settlement.

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 provision of the multilateral convention, shall take place in accordance with Article 12.

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

Article 16. The present Agreement shall replace any previous agreements on international air services between the Contracting Parties.

Article 17. (1) The present Agreement shall enter into force thirty days from the date on which the Government of the Federal Republic of Germany informs the Government of Mauritius that its constitutional requirements for the entry into force of the present Agreement have been fulfilled.

(2) 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.

GESCHEHEN zu Port Louis am
26. Februar 1974 vier Urschriften,
je zwei in deutscher und englischer
Sprache, wobei jeder Wortlaut gleicher-
maßen verbindlich ist.

DONE at Port Louis, on the 26th Feb-
ruary 1974 in two original copies each in
the German and English languages.
Both texts shall be equally authentic.

Für die Regierung der Bundesrepublik Deutschland:
For the Government of the Federal Republic of Germany:

A. VESTRING

Für die Regierung von Mauritius:
For the Government of Mauritius:

S. RAMGOO LAM

EXCHANGE OF NOTES — ÉCHANGE DE NOTES

I

[GERMAN TEXT — TEXTE ALLEMAND]

DER BOTSCHAFTER
DER BUNDESREPUBLIK DEUTSCHLAND

ALFRED B. VESTRING

Tananarive,
den 26. Februar 1974

Exzellenz,

Ich beehre mich, Ihnen in Ausführung des Artikels 2 Absatz 2 des heute unterzeichneten Abkommens zwischen der Regierung der Bundesrepublik Deutschland und der Regierung von Mauritius über den Luftverkehr namens der Regierung der Bundesrepublik Deutschland folgende Vereinbarung vorzuschlagen:

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

FLUGLINIENPLAN

- I. Fluglinien, die von dem seitens der Regierung der Bundesrepublik Deutschland bezeichneten Unternehmen betrieben werden: Von Punkten in der Bundesrepublik Deutschland über Zwischenlandspunkte nach Mauritius und Punkte darüber hinaus.
- II. Fluglinien, die von dem seitens der Regierung von Mauritius bezeichneten Unternehmen betrieben werden: Von Punkten in Mauritius über Zwischenlandspunkte nach einem noch festzulegenden Punkt in der Bundesrepublik Deutschland und Punkten darüber hinaus.
- III. Ein bezeichnetes Unternehmen kann nach seiner Wahl einen oder mehrere Punkte auf einer festgelegten Linie auslassen, wenn der Abgangspunkt

THE AMBASSADOR
OF THE FEDERAL REPUBLIC
OF GERMANY

ALFRED B. VESTRING

Tananarive,
26th February 1974

Excellency,

I have the honour in implementation of paragraph (2) of Article 2 of the Air Transport Agreement between the Government of the Federal Republic of Germany and the Government of Mauritius signed today, to propose to you on behalf of the Government of the Federal Republic of Germany that the following Arrangements be concluded:

Air services between our respective territories may be operated over the routes specified in the following Route Schedule:

ROUTE SCHEDULE

- I. Routes to be operated by the airline designated by the Government of the Federal Republic of Germany: From points in the Federal Republic of Germany via intermediate points to Mauritius and points beyond.
- II. Routes to be operated by the airline designated by the Government of Mauritius: From points in Mauritius via intermediate points to a point in the Federal Republic of Germany to be determined later and points beyond.
- III. A designated airline may, if it so desires, omit one or more of the points on a specified route, provided that the point of origin of such route lies in the

dieser Linie im Hoheitsgebiet der Vertragspartei liegt, die das Unternehmen bezeichnet hat.

Falls sich die Regierung von Mauritius mit dem vorstehenden Fluglinienplan einverstanden erklärt, beehre ich mich vorzuschlagen, daß diese Note und die das Einverständnis Ihrer Regierung zum Ausdruck bringende Antwortnote Eurer Exzellenz eine Vereinbarung zwischen unseren Regierungen bilden sollen, die am gleichen Tag in Kraft tritt wie das eingangs erwähnte Abkommen.

Genehmigen Sie, Exzellenz, die Versicherung meiner ausgezeichnetsten Hochachtung.

[Signed — Signé]

VESTRING

Seiner Exzellenz der Minister für Auswärtige Angelegenheiten, Friedenverkehr und Auswanderungsfragen von Mauritius
Sir Seewoosagur Ramgoolam

territory of the Contracting Party that has designated the airline.

If the Government of Mauritius agrees to the above Route Schedule, I have the honour to propose that the present note and Your Excellency's note in reply expressing your Government's agreement shall constitute an Arrangement between our Governments, to enter into force on the same date as the Air Transport Agreement mentioned above.

Accept, Excellency, the assurance of my highest consideration.

[Signed]

VESTRING

His Excellency
Sir Seewoosagur Ramgoolam
Minister of Foreign Affairs, Tourism
and Emigration of Mauritius

II

GOVERNMENT HOUSE
PORT LOUIS

26th February 1974

Excellency,

I have the honour to confirm the receipt of your note dated 26th February 1974, which reads as follows:

[See note I]

I have the honour to inform you that the Government of Mauritius 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 Agree-

ment between the Government of Mauritius and the Federal Republic of Germany signed on the 26th February 1974.

Accept, Excellency, the assurance of my highest consideration.

[Signed — Signé]¹

Prime Minister and Minister
for Civil Aviation

His Excellency Ambassador of the Federal Republic
of Germany

¹ Signed by S. Ramgoolam — Signé par S. Ramgoolam.