

**No. 22858**

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**FEDERAL REPUBLIC OF GERMANY  
and  
IVORY COAST**

**Air Transport Agreement (with exchange of notes concerning the route schedule). Signed at Bonn on 3 October 1978**

*Authentic texts: German and French.*

*Registered by the International Civil Aviation Organization on 4 April 1984.*

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**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE  
et  
CÔTE D'IVOIRE**

**Accord relatif au transport aérien (avec échange de notes relatif au tableau de routes). Signé à Bonn le 3 octobre 1978**

*Textes authentiques : allemand et français.*

*Enregistré par l'Organisation de l'aviation civile internationale le 4 avril 1984.*

## [TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE FEDERAL REPUBLIC OF GERMANY AND THE REPUBLIC OF THE IVORY COAST

The Federal Republic of Germany and the Republic of the Ivory Coast,

Desiring to promote the development of air transport between their territories and beyond and to further international co-operation in this field to the greatest possible extent;

Desiring to apply to such transport the principles and provisions of the Convention on International Civil Aviation signed at Chicago on 7 December 1944;<sup>2</sup>

Have agreed as follows:

*Article 1.* (1) For the purposes of this Agreement and unless the text otherwise requires, the following terms mean:

(a) "Aeronautical authority": in the case of the Federal Republic of Germany, the Federal Minister of Transport; in the case of the Republic of the Ivory Coast, the Minister for Civil Aviation or, in both cases, any person or agency authorized to perform the functions exercised by the said authorities;

(b) "Designated airline": an airline which one Contracting Party shall have designated by written notification to the other Contracting Party, in accordance with article 3 of this Agreement, as being an airline which shall operate international air services over the routes specified in accordance with article 2, paragraph 2.

(2) The terms "territory", "air service", "international air service" and "stop for non-traffic purposes" shall have, for the purpose of this Agreement, the meanings laid down in articles 2 and 96 of the most recent text in force of the Convention on International Civil Aviation of 7 December 1944.

*Article 2.* (1) Each Contracting Party shall grant to the other Contracting Party for the purpose of the operation by the designated airlines of international air services on the routes specified in accordance with paragraph 2 of this article:

(a) The right to fly across the territory of the other Contracting Party without landing;

(b) The right to make stops in the said territory for non-traffic purposes; and

(c) The right to make stops in the said territory at the points listed for the routes specified in accordance with paragraph 2 of this article for the purpose of taking up or setting down passengers, mail and/or cargo.

(2) The routes on which the airlines designated by the Contracting Parties are authorized to operate international air services shall be specified in a route schedule which shall be the subject of an exchange of notes between the Governments of the Contracting Parties.

<sup>1</sup> Came into force on 7 August 1983, i.e., 30 days after the exchange of the instruments of ratification, which took place at Abidjan on 8 July 1983, in accordance with article 17 (2).

<sup>2</sup> 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.

*Article 3.* (1) Operation of the international air services on the routes in accordance with article 2, paragraph 2 of this Agreement may be started at any time:

- (a) When the Contracting Party to whom the rights specified in article 2, paragraph 1, are granted has designated an airline in writing; and
- (b) When the Contracting Party granting these rights has authorized the designated airline 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 this Agreement, give without delay the said authorization to operate the international air services.

(3) Each Contracting Party may request an airline designated by the other Contracting Party to prove that it is qualified to meet the conditions prescribed under the laws and regulations of the first-mentioned Contracting Party for the operation of international air services.

(4) Each Contracting Party may withhold the exercise of the rights provided for in article 2 of this 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 Contracting Party itself.

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

(2) Each Contracting Party may, by means of written notification to the other Contracting Party, replace, subject to the provisions of article 3 of this Agreement, an airline which it has designated by another airline. The new designated airline shall enjoy the same rights and shall be subject to the same obligations as the airline it replaces.

*Article 5.* The charges imposed in the territory of one of the Contracting Parties for the use of airports and other aerial navigation facilities by the aircraft of an airline designated by the other Contracting Party shall not be higher than the charges imposed on the 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 the 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) Inasmuch as customs duties and other charges shall not be levied on the goods referred to in paragraphs 1 to 3 of this article, such goods shall not be subject to the economic prohibitions and restrictions which would otherwise apply to their importation, exportation and transit.

*Article 7.* (1) The operation of the agreed services between the territory of the Federal Republic of Germany and the territory of the Republic of the Ivory Coast in both directions on the routes specified in accordance with article 2, paragraph 2, of this Agreement constitutes a basic and primary right of the two countries.

(2) The two Contracting Parties agree to apply the principles of equality and reciprocity in all matters relating to the exercise of the rights deriving from this Agreement. The airlines designated by each of the two Contracting Parties shall be assured fair and equitable treatment and shall enjoy equal opportunities and rights.

(3) Where they operate on the same routes they shall take their mutual interests into account so as not to affect each other's services unduly.

(4) On each of the routes specified in accordance with article 2, paragraph 2, of this Agreement, the agreed services 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 international air service originating from or bound for the territory of the Contracting Party which has designated the airline operating the said services.

(5) The airline designated by one of the Contracting Parties may, within the limits of the total capacity provided for in paragraph 4 of this article, meet traffic demands between the territories of third States situated on the agreed routes and the territory of the other Contracting Party, with due regard to local and regional services.

(6) In order to meet unforeseen or temporary traffic demands on the agreed routes, the designated airlines shall decide among themselves on appropriate measures to deal with such temporary increase in traffic. They shall report such measures immediately to the aeronautical authorities of their respective countries, which may consult one another if they see fit.

(7) In the event that the airline designated by one of the Contracting Parties does not operate, on one or more of the routes, part or all of the transport capacity it can offer with due regard to its rights, it may transfer to the airline designated by the other Contracting Party, for a specified period, all or part of the capacity at its dis-

posal. The designated airline that has transferred all or part of its rights may recover them at the end of the specified period.

*Article 8.* (1) The designated airlines shall inform the aeronautical authorities of the two Contracting Parties not later than 30 days before the inauguration of the air services on the routes specified in accordance with article 2, paragraph 2, of this Agreement of the type of services, the types of aircraft to be used and the timetables. The same rule shall apply *mutatis mutandis*, in respect of any subsequent changes.

(2) The aeronautical authorities of each Contracting Party shall provide, to the aeronautical authorities of the other Contracting Party, at their request, such periodic or other statistical data on the designated airlines as may reasonably be required for the purpose of reviewing the capacity provided by a designated airline of the first Contracting Party on the routes specified in accordance with article 2, paragraph 2, of this Agreement. Such data shall include all the information necessary for determining the volume, origin and destination of such traffic.

*Article 9.* (1) The tariffs applied on the routes specified in accordance with article 2, paragraph 2, of this Agreement, for passengers and cargo, shall be fixed with due regard to all factors, such as the cost of operation, reasonable profit, the special characteristics of each route and the tariffs applied by other airlines operating on all or part of the same route.

(2) The tariffs shall, if possible, be fixed for each route by agreement between the designated airlines concerned. They shall, if possible, fix the tariffs by direct agreement, after consultation with any airlines of third States serving all or part of the same route. In this respect, the designated airlines shall take into account the applicable decisions under the tariff-fixing procedure specified by the International Air Transport Association (IATA).

(3) The tariffs so agreed shall be submitted for approval to the aeronautical authorities of each Contracting Party not less than 30 days before the date proposed for their entry into force. In special cases this time-limit may be reduced subject to the agreement of the aeronautical authorities.

(4) If the designated airlines fail to agree upon the tariffs in accordance with paragraph 2 of this article, or if one of the Contracting Parties expresses its disapproval of the tariffs submitted to it in accordance with paragraph 3 of this article, the aeronautical authorities of the Contracting Parties shall fix by agreement the tariffs for those routes and parts of routes in respect of which agreement has not been reached.

(5) If no agreement is reached between the aeronautical authorities of the Contracting Parties in accordance with paragraph 4 of this article, article 13 of this Agreement shall apply. Pending announcement of the arbitral award, the Contracting Party which has not agreed to a tariff shall have the right to require the other Contracting Party to maintain the tariff previously in force.

*Article 10.* Each Contracting Party undertakes to grant to the other Contracting Party the free transfer, at the official rates, without charges of taxes, of the excess of its receipts over expenditure earned in its territory from the carriage of passengers, mail and cargo by the designated airline of the other Contracting Party.

*Article 11.* Whenever necessary, an exchange of views shall take place between the aeronautical authorities of the Contracting Parties, with a view to ensuring

close cooperation and understanding in the application and interpretation of this Agreement.

*Article 12.* Either Contracting Party may, at any time, request a consultation with the other Contracting Party in order to discuss amendments to this Agreement or to the route schedule, or to discuss points of interpretation. This shall also apply to discussions on the implementation of the Agreement if, in the view of one of the Contracting Parties, the exchange of views referred to in article 11 has failed. The consultation shall begin within 60 days of the date on which the other Contracting Party receives the request.

*Article 13.* (1) If a dispute relating to the interpretation or application of this Agreement cannot be settled in accordance with the provisions of article 12, it shall be submitted to an arbitral tribunal if one of the Contracting Parties so requests.

(2) This tribunal shall be composed of three members. Each of the two Contracting Parties shall designate one arbitrator; the two arbitrators shall agree on a national of a third country who shall be designated as chairman.

(3) If, within a period of two months from the date on which one of the Contracting Parties proposes an arbitral settlement of the dispute, the two arbitrators have not been designated, or if, during the following month, the arbitrators have not agreed on the designation of a chairman, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary designations. If the President is a national of either Contracting Party, or if he is otherwise prevented, the Vice-President shall make the necessary designation.

(4) The decision of the arbitral tribunal shall be by majority vote, if it is unable to settle the dispute amicably. Except as otherwise agreed by the Contracting Parties, the arbitral tribunal shall determine its own rules of procedure and establish its seat.

(5) The Contracting Parties undertake to comply with such temporary measures as may be ordered during the proceedings and with the arbitral decision, which shall in all cases be regarded as final.

(6) If either Contracting Party fails to comply with the decisions of the arbitrators, the other Contracting Party may, so long as such failure persists, limit, suspend or revoke the rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default.

(7) Each Contracting Party shall bear the cost of the remuneration of its own arbitrator and half the cost of the remuneration of the chairman.

*Article 14.* This Agreement shall be brought into harmony with any multilateral convention which may be binding on the two Contracting Parties.

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

*Article 16.* This Agreement shall replace any previous agreements concluded between the Contracting Parties in the field of regular international air services.

*Article 17.* (1) This Agreement shall be ratified. The instruments of ratification shall be exchanged as soon as possible at Abidjan,

(2) This Agreement shall enter into force 30 days after the exchange of the instruments of ratification.

(3) Either Contracting Party may at any time terminate this Agreement in writing. The Agreement shall expire one year after receipt of the denunciation by the other Contracting Party.

DONE at Bonn on 3 October 1978 in duplicate in the German and French languages, the two texts being equally authentic.

For the Federal Republic of Germany:

PETER HERMES

For the Republic of the Ivory Coast:

THÉODORE DE MEL

## EXCHANGE OF NOTES

### I

#### MINISTRY OF FOREIGN AFFAIRS

Bonn, 3 October 1978

Sir,

I have the honour to propose to you, pursuant to article 2, paragraph 2, of the Air Transport Agreement signed today between the Federal Republic of Germany and the Republic of the Ivory Coast, the following arrangement on behalf of the Government of the Federal Republic of Germany:

The 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 the airline designated by the Republic of the Ivory Coast:*

<i>Points of origin</i>	<i>Intermediate points</i>	<i>Points in the territory of the Federal Republic of Germany</i>	<i>Points beyond</i>
Points in the Republic of the Ivory Coast	Rome Zurich Paris	Frankfurt	One point in Europe to be determined subsequently

#### II. *Routes to be operated by the airline designated by the Federal Republic of Germany:*

<i>Points of origin</i>	<i>Intermediate points</i>	<i>Points in the territory of the Republic of the Ivory Coast</i>	<i>Points beyond</i>
Points in the Federal Republic of Germany	Accra Robertsfield	Abidjan	Accra Robertsfield

III. Each designated airline may, at its discretion, omit one or more points on its route, on condition that the point of origin of that route is situated in the territory of the Contracting Party which has designated that airline.

IV. Either of the designated airlines may serve one or more points other than those listed in the route schedule, but without traffic rights between the said point(s) and the territory of the other Contracting Party.

If the Government of the Republic of the Ivory Coast agrees with the above route schedule, this note together with your note of reply expressing the agreement of your Government shall constitute an arrangement between our Governments to enter into force on the same day as the aforesaid Agreement.

Accept, Sir, etc.

[Signed]

HERMES

His Excellency the Ambassador of the Republic  
of the Ivory Coast  
Mr. Théodore De Mel  
Bonn

## II

EMBASSY OF THE IVORY COAST  
BONN

Bonn, 3 October 1978

Sir,

I have the honour to acknowledge receipt of your note of today's date, which reads as follows:

[See note I]

I have the honour to inform you that the Government of the Republic of the Ivory Coast endorses the route schedule specified in your note and agrees that your note, together with the present note of reply, shall constitute an arrangement between our Governments, to enter into force the same day as the Air Transport Agreement signed today between the Republic of the Ivory Coast and the Federal Republic of Germany.

Accept, Sir, etc.

[THÉODORE DE MEL]

His Excellency the Secretary of State  
in the Ministry of Foreign Affairs  
Dr. Peter Hermes  
Bonn