

No. 22857

**FEDERAL REPUBLIC OF GERMANY
and
CAMEROON**

**Air Transport Agreement. Signed at Bonn on 22 October
1964**

**Exchange of notes constituting an agreement establishing
the route schedule to the above-mentioned Agreement.
Yaoundé, 2 and 22 August 1983**

Authentic texts of the Agreement: German, French and English.

Authentic texts of the Exchange of notes: German and French.

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

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
CAMEROUN**

**Accord relatif aux transports aériens. Signé à Bonn
le 22 octobre 1964**

**Échange de notes constituant un accord fixant le tableau de
routes de l'Accord susmentionné. Yaoundé, 2 et 22 août
1983**

Textes authentiques de l'Accord : allemand, français et anglais.

Textes authentiques de l'Échange de notes : allemand et français.

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

AIR TRANSPORT AGREEMENT¹ BETWEEN THE FEDERAL REPUBLIC OF GERMANY AND THE FEDERAL REPUBLIC OF CAMEROUN

The Federal Republic of Germany and the Federal Republic of Cameroun,
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 otherwise stated in the text:

(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 Federal Republic of Cameroun, the Minister in charge of Civil Aviation; 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 purposes of the present Agreement, have the meaning laid down in Articles 2 and 96 of the Convention of December 7, 1944,² on International Civil Aviation 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 designated airlines over the routes specified in accordance with paragraph (2) of this Article:

- The right to fly across its territory without landing;
- The right to land in its territory for non-traffic purposes, and
- 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 two 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.

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

¹ Came into force on 8 July 1967, i.e., 30 days after the exchange of the instruments of ratification, which took place at Yaoundé on 8 June 1967, 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 inaugurate 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 Articles 8 and 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 State 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 consultation as provided for in Article 13 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 by the aircraft of a designated airline of the other Contracting Party shall not be higher than those paid by 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) In so far as 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 and 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 interests of a 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.

Article 8. (1) The designated airlines shall communicate to the aeronautical authorities of both Contracting Parties not later than thirty days prior to the inauguration 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) In fixing rates to be charged for passengers and freight on the routes specified in accordance with paragraph (2) of Article 2 of the present Agreement, account shall be taken of all factors, such as cost of operation, 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. In fixing such rates, the provisions of the following paragraphs should be observed.

(2) The rates shall, if possible, be agreed for each route between the designated airlines concerned. For this purpose the designated airlines should be guided by such decisions as are applicable under the traffic conference procedures of the International Air Transport Association (IATA), or should, 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 at least thirty days prior to the proposed date of their introduction. This period may be reduced in special cases if the aeronautical authorities of both Contracting Parties 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 should by common accord fix these rates for routes or parts thereof on which there is disagreement or lack of consent.

(5) If no accord as envisaged in paragraph (4) of this Article is reached between the aeronautical authorities of the two Contracting Parties the provisions of Article 14 of the present Agreement shall apply. Until such time as an arbitral award is 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. In the event of a general multilateral air transport convention accepted by both Contracting Parties entering into force, the provisions of the multilateral 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 13 of the present Agreement.

Article 11. 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. If a designated airline refrains from establishing its own organization at airports in the territory of the other Contracting Party, it is understood that it should have its work performed, as far as possible, by the personnel of an airport or of a designated airline in the territory of the other Contracting Party.

Article 12. Exchanges of views shall take place as needed between the aeronautical authorities of the two Contracting Parties in order to achieve close cooperation and agreement in all matters pertaining to the application and interpretation of the present Agreement.

Article 13. 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. The same applies to discussions concerning the interpretation and application of the present Agreement if either Contracting Party considers that an exchange of views within the meaning of Article 12 has been without success. Such consultation shall begin within sixty days from the date of receipt of any such request.

Article 14. (1) To the extent that any disagreement arising out of the interpretation or application of the present Agreement cannot be settled in accordance with Article 13 of this Agreement, it shall be submitted to an arbitral tribunal at the request of either Contracting Party.

(2) Such arbitral tribunal shall be established in each individual case in such a way as to comprise one member to be appointed by each Contracting Party and these two members shall then agree upon the choice of a national of a third State as their chairman who shall be appointed by the Governments of the two Contracting Parties. The members shall be appointed within sixty days and the chairman within ninety days after either Contracting Party has informed the other Contracting Party of its intention of referring the disagreement to arbitration.

(3) If the time-limits provided for in paragraph (2) are not observed, either of the Contracting Parties may, in the absence of any other relevant agreement, invite the President of the Council of the International Civil Aviation Organization (ICAO) to make the necessary appointments. Where the President possesses the nationality of one of the two Contracting Parties or is otherwise prevented from carrying out this function, his deputy in office should make the necessary appointments.

(4) The arbitral tribunal shall reach its decisions by a majority of votes. Such decisions shall be binding for both Contracting Parties. Each of the Contracting Parties shall bear the expenses of its own member as well as of its representation in the proceedings at the arbitral tribunal; the expenses of the chairman and any other expenses shall be borne in equal parts by both Contracting Parties. In all other respects, the arbitral tribunal shall determine its own procedure.

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 ICAO for registration.

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

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

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

DONE at Bonn, on October 22nd, 1964, in six originals, two each in the German, French and English languages, all six texts being equally authentic.

For the Federal Republic of Germany:

LAHR

For the Federal Republic of Cameroun:

N'THEPE

[TRANSLATION — TRADUCTION]

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE FEDERAL REPUBLIC OF GERMANY AND THE UNITED REPUBLIC OF CAMEROON ESTABLISHING THE ROUTE SCHEDULE TO THE AIR TRANSPORT AGREEMENT OF 22 OCTOBER 1964²

I

AMBASSADOR OF THE FEDERAL REPUBLIC OF GERMANY

Yaoundé, 2 August 1983

Wi 455.00 KAM.Hc/M

Sir,

I have the honour to refer to the Air Transport Agreement of 22 October 1964² between the Federal Republic of Germany and the Federal Republic of Cameroon and to the negotiations held at Yaoundé from 3 to 5 May 1983 between the government delegations of our two countries. At the negotiations, the delegations agreed that the route schedule to be established by an exchange of diplomatic notes in accordance with article 2, paragraph 2, of the Air Transport Agreement should read:

ROUTE SCHEDULE

1. *Routes operated by the airline designated by the Federal Republic of Germany:*

<i>Departure points</i>	<i>Intermediate points</i>	<i>Points in the territory of the United Republic of Cameroon</i>	<i>Points beyond</i>
Points in the Federal Republic of Germany	Lagos	Douala	Libreville
	Kano		Luanda
	Tunis		A point to be determined
	Abidjan		
	Accra		
	Three points to be determined		

¹ Came into force on 22 August 1983, the date of the note in reply, in accordance with the provisions of the said notes.

² See p. 24 of this volume.

2. *Routes operated by the airline designated by the United Republic of Cameroon:*

<i>Departure points</i>	<i>Intermediate points</i>	<i>Points in the territory of the Federal Republic of Germany</i>	<i>Points beyond</i>
Points in the United Republic of Cameroon	Rome	Frankfurt and/or	London
	Geneva	Cologne	New York
	Paris		Montreal
	Brussels		
	Four points to be determined		

3. Each designated airline may serve the points set forth in the route schedule in any order.

4. Each designated airline may, at its discretion, omit one or more points on its route, provided that the point of departure of the route is in the territory of the Contracting Party that has designated the airline.

5. Intermediate points and points beyond shall be served without traffic rights.

With respect to the definition of fifth-freedom points, the two delegations have agreed to determine such points subsequently at the request of the designated airlines.

6. The points not yet determined shall be established subsequently by agreement.

If the Government of the United Republic of Cameroon agrees to the above route schedule, this note and your note in reply expressing your Government's agreement shall constitute an arrangement between our two Governments, which shall enter into effect on the date of your note in reply.

Accept, Sir, etc.

HARALD GANNIS

His Excellency the Minister for Foreign Affairs
of the United Republic of Cameroon
Mr. Félix Tonyé Mbog
Yaoundé

II

UNITED REPUBLIC OF CAMEROON
PEACE — WORK — FATHERLAND
MINISTRY OF FOREIGN AFFAIRS
The Minister

Yaoundé, 22 August 1983

INN/NDAD
007461

Sir,

On 2 August 1983 you sent me letter reference Wi 455.00 KAM.He/M, the content of which reads as follows:

[See note I]

I have the honour to confirm that the Cameroonian Government agrees with this interpretation and the above route schedule.

Accept, Sir, etc.

[Signed]

FÉLIX TONYÉ MBOG

His Excellency the Ambassador
of the Federal Republic of Germany
Yaoundé
