

No. 25192

**PAKISTAN
and
SUDAN**

**Agreement relating to air services (with routes schedule).
Signed at Khartoum on 23 February 1975**

Authentic text: English.

*Registered by the International Civil Aviation Organization on 17 August
1987.*

**PAKISTAN
et
SOUDAN**

**Accord relatif aux services aériens (avec tableau des routes).
Signé à Khartoum le 23 février 1975**

Texte authentique : anglais.

*Enregistré par l'Organisation de l'aviation civile internationale le 17 août
1987.*

AGREEMENT¹ BETWEEN THE GOVERNMENT OF ISLAMIC REPUBLIC OF PAKISTAN AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN RELATING TO AIR SERVICES

The Government of Pakistan and the Government of the Democratic Republic of the Sudan hereinafter described as the Contracting Parties,

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the Seventh day of December, 1944,²

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

Have agreed as follows:

Article 1

(i) "The Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any amendment to the Convention under Article 94 thereof;

(ii) The term "aeronautical authorities" means in the case of Pakistan the Director General of Civil Aviation and/or any authority/person or body authorised to perform any functions presently exercised by the said Director General; and in the case of Sudan the Minister for Defence and/or any authority/person or body authorised to perform any functions presently exercised by the said Minister.

(iii) The term "territory" in relation to a state has the meaning assigned to it in Article 2 of the Convention;

(iv) The terms "air services", "international air services", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;

(v) The term "designated airline" means 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;

(vi) The term "capacity" in relation to an aircraft means the pay load of that aircraft available on a route or section of a route;

(vii) The terms "capacity" in relation to "agreed service" means the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period and route or section of a route;

(viii) The term "carriage of traffic" means carriage of passengers, cargo and mail; and

¹ Came into force provisionally on 23 February 1975, the date of signature, and definitively on 14 June 1981, the date of an exchange of notes confirming that it had been approved in conformity with the constitutional requirements, in accordance with article 17.

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.

(ix) The term “change of gauge” means the operation of an air service by a designated airline in such a way that one section of the route is flown by aircraft different in capacity from those used on another section.

Article 2

Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing and operating scheduled international air services on the routes specified in the Route Schedule to this Agreement. Such services and routes are hereinafter called “the agreed services” and “the specified routes” respectively. The airline designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:

- (i) To fly without landing across the territory of the other Contracting Party;
- (ii) To make stops in the said territory for non-traffic purposes; and
- (iii) To take up and to put down passengers, cargo and mail at any point on the specified routes subject to the provisions contained in the Route Schedule to this Agreement.

Article 3

(A) Each Contracting Party shall have the right to designate one airline for the purpose of operating the agreed services on the specified routes. This designation shall be notified in writing by one Contracting Party to the other Contracting Party.

(B) On receipt of the notification, the other Contracting Party shall, subject to the provisions of paragraphs C and D of this Article, grant to the airline designated the appropriate operating authorizations.

(C) The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed by or under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities.

(D) Each Contracting Party shall have the right to refuse to accept the designation of an airline or to refuse to grant the operating authorisation referred to in paragraph B of this Article, or to impose such conditions as it may deem necessary on the exercise by the designated airline of the rights specified in Article 2 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.

(E) When an airline has been so designated and authorised under paragraph B of this Article, it may begin at any time to operate the agreed services, provided that the capacity is regulated under Article 6 and that a tariff established in accordance with the provisions of Article 9 of this Agreement is in force in respect of that service.

Article 4

(A) Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 2 of this

Agreement by the airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

- (i) In any case where it is not specified that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party; or
- (ii) In the case of failure by that airline to comply with the laws and regulations of the Contracting Party granting these rights; or
- (iii) In case the airline otherwise fails to comply with the provisions of this Agreement.

(B) Unless immediate action for revocation, suspension or imposition of the conditions mentioned in paragraph A of this Article is essential to prevent further infringements of laws and regulations, such right shall be exercised by each Contracting Party only after consultation with the other Contracting Party.

(C) In the event of action by one Contracting Party under this Article, the rights of the other Contracting Party under Article 14 shall not be prejudiced.

[Article 5]

(A) The laws and regulations of each Contracting Party shall apply to the navigation and operation of the aircraft of the airline [designated] by the other Contracting Party during entry into, stay in, departure and flight over the territory of the former Contracting Party.

(B) The laws and regulations of each Contracting Party relating to the arrival in or departure from its territory of passengers, crews and cargo and in particular regulations regarding passports, customs, currency and medical and quarantine formalities shall be applicable to passengers, crews and cargo arriving in or departing from the territory of that Contracting Party in aircraft of the airline designated by the other Contracting Party.

Article 6

(A) 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 and beyond.

(B) 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 whole or part of the same routes.

(C) On any specified route the capacity provided by the designated airline of one Contracting Party together with the capacity provided by the designated airline of the other Contracting Party shall be maintained in close relationship to the requirements of the public for air transport on that route.

(D) In the application of the principles stated in the preceding paragraphs of this Article:

- (i) The agreed services provided by each designated airline shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to the current and reasonably anticipated requirements for the carriage of traffic originating in the territory of either Contracting Party and destined for the territory of the other Contracting Party;

(ii) The rights of the designated airline of either Contracting Party to embark and to disembark at points in the territory of the other Contracting Party international traffic destined for or coming from third countries shall be in accordance with the principle that such traffic will be of a supplementary character and capacity shall be related to:

- (a) The air transport needs between the country of origin and the countries of destination and the air transport needs of the area through which the designated airline passes, after taking account of local and regional air services; and
- (b) The economics of through airline operations.

Article 7

The designated airline of each Contracting Party shall submit for approval to the Aeronautical Authorities of the other Contracting Party not later than thirty days prior to the inauguration of services on the specified routes, the flight schedule including the type of aircraft to be used. This shall likewise apply to later changes. In special cases, this time limit may be reduced subject to the consent of said authorities.

Article 8

(A) The aeronautical authorities of one 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 airlines of the former Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by that airline on the agreed services and the origins and destinations of such traffic.

(B) Each Contracting Party shall cause its designated airline to provide to the aeronautical authorities of the other Contracting Party, as long in advance as practicable, copies of tariff, schedules, including any modification thereof, and all other relevant information concerning the operation of the agreed services, including information about the capacity provided on each of the specified routes and any further information as may be required to satisfy the aeronautical authorities of the other Contracting Party that the requirements of this Agreement are being duly observed.

(C) The designated airline of each Contracting Party shall provide to the aeronautical authorities of the other Contracting Party statistics relating to the traffic carried on the agreed services showing the points of origin and destination.

Article 9

(A) For the purpose of the following paragraphs, the term "tariff" means the prices to be paid for the carriage of passengers and cargo and the conditions under which these prices apply, including prices and conditions for agency and other auxiliary services but excluding remuneration and conditions for the carriage of mail.

(B) The tariff to be charged by the airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit, and the tariff of other airlines.

(C) The tariff referred to in paragraph (B) of this Article shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties, after consultation with the other airlines operating over the whole or part of the route, and such agreement shall, wherever possible, be reached by the use of the procedure of the International Air Transport Association for the working out of tariff.

(D) The tariff so agreed shall be submitted for the approval of the aeronautical authorities of both Contracting Parties at least ninety (90) days before the proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the said authorities.

(E) This approval may be given expressly; if neither of the aeronautical authorities has expressed disapproval within forty-five (45) days from the date of submission, in accordance with paragraph (D) of this Article, these tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided for in paragraph (D), the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than forty-five (45) days.

(F) If a tariff cannot be agreed in accordance with paragraph (C) of this Article, or if, during the period applicable in accordance with paragraph (E) of this Article, one aeronautical authority gives the other aeronautical authority notice of its disapproval of a tariff agreed in accordance with the provisions of paragraph (C) of this Article, the aeronautical authorities of the two Contracting Parties shall, after consultations with the aeronautical authorities of any other State whose advice they consider useful, endeavour to determine the tariff by mutual agreement.

(G) If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph (D) of this Article, or on the determination of any tariff under paragraph (F) of this Article, the dispute shall be settled in accordance with the provisions of Article 14 of this Agreement.

(H) A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff has been established. Nevertheless, a tariff shall not be prolonged by virtue of this paragraph for more than twelve (12) months after the date on which it would otherwise have expired.

Article 10

Each Contracting Party shall grant to the designated airline of the other Contracting Party the right of transfer of excess of receipts over expenditure earned by the airline in the territory of the first Contracting Party in connection with the carriage of passengers, mail and cargo, in accordance with the Foreign Exchange Regulations in force.

Article 11

(A) Fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores (including food, beverages and tobacco) introduced into the territory of one Contracting Party or taken on board an aircraft in that territory, by or on behalf of the other Contracting Party or its designated airline and intended solely for use by or in the aircraft of that airline shall be accorded by the first Contracting Party in respect of customs duties, inspection fees and other similar national or local duties and charges, treatment not less favourable than that granted to its national airlines engaged in the operation of international air services.

(B) Supplies of fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores (including food, beverages and tobacco) retained on board an aircraft of the designated airline of one Contracting Party shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees or similar duties or charges, even though such supplies be used by such aircraft on flights in that territory. Goods so exempted may only be unloaded with the approval of the customs authorities of the other Contracting Party. Those goods, which are to be re-exported, shall be kept in bond until re-exportation under customs supervision.

[Article 12]

(A) In a spirit of close collaboration, the aeronautical authorities of both Contracting Parties shall consult each other from time to time with a view to ensuring the implementation and the compliance of the provisions of this Agreement and the annexed Route Schedule.

(B) Either Contracting Party may, at any time, request consultation with the other Contracting Party in writing. Such consultation shall begin within a period of sixty (60) days from the date of receipt of the request.

(C) If either of the Contracting Parties considers it desirable to modify any provision of this Agreement including the annexed Route Schedule, such modification, if agreed between the Contracting Parties and if necessary after consultation in accordance with this Article, shall come into effect when confirmed by an exchange of diplomatic notes. However if the amendment relates only to the Route Schedule, consultation shall be between the aeronautical authorities of both Contracting Parties. When these authorities agree on any amendments, the agreed amendments shall come into force 60 days after the date these have been confirmed by exchange of Diplomatic Notes.

Article 13

Either Contracting Party may, at any time, give notice to the other Contracting Party of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. This Agreement shall terminate one year after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn before the expiration 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 14]

(A) If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall, in the first place, endeavour to settle it by negotiations between themselves.

(B) If the Contracting Parties fail to reach a settlement by negotiations, the dispute may, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrators; one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within a period of sixty days from the date of receipt by either Contracting Party from the other Contracting Party of

a Diplomatic Note requesting arbitration of the dispute; and the third arbitrator shall be agreed upon within a further period of sixty days. If either Contracting Party fails to designate its own arbitrator within the period of sixty days or if the third arbitrator is not agreed upon within the period indicated above, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators.

(C) The Contracting Parties undertake to comply with any award given, including any interim recommendation.

(D) If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with the requirements of paragraph (C) of this Article, the other Contracting Party may limit or revoke any rights which it has granted by virtue of this Agreement.

Article 15

In the event of the conclusion of a Multilateral Convention or Agreement concerning air transport to which both Contracting Parties adhere, this Agreement shall be modified to conform to the provisions of such Convention or Agreement.

Article 16

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

Article 17

This Agreement, including the Route Schedule which shall be deemed to be an integral part of the Agreement, shall be approved according to the constitutional requirements obtaining in the country of each Contracting Party and shall come into force on the day of an Exchange of Diplomatic Notes confirming that these requirements have been fulfilled. However the provisions of this Agreement shall be provisionally applied from the date of signature.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorised thereto by their respective Governments, have signed this Agreement.

DONE this day of February 23, 1975 in duplicate at Khartoum in the English language.

[Signed]

S. A. H. AHSANI

For the Government
of the Islamic Republic
of Pakistan

[Signed]

S. H. BASHIR

For the Government
of the Democratic Republic
of the Sudan

ROUTE SCHEDULE

Section I

Routes to be operated by the designated airline of Pakistan:

<i>From</i>	<i>To</i>	<i>Intermediate Points</i>	<i>Points beyond</i>
Points in Pakistan	Khartoum	Intermediate* Points	Points beyond*

The designated airline of Pakistan may, on all or any flights, omit calling at any of the above points, provided that the agreed services on these routes begin at a point in Pakistan territory.

Section II

Routes to be operated by the designated airline of Sudan:

<i>From</i>	<i>To</i>	<i>Intermediate Points</i>	<i>Points beyond</i>
Points in Sudan	Karachi	Intermediate* Points	Points beyond*

The designated airline of the Sudan may on all or any flight omit calling at any of the above points, provided that the agreed services on these routes begin at a point in Sudan territory.

*NOTE. With reference to the intermediate points and points beyond in both Sections I and II of this Route Schedule, no air services thereon shall be operated unless and until such intermediate points and points beyond have been specified through agreement between the designated airlines of both Contracting Parties and until such agreement reached shall have been approved by the aeronautical authorities of both Contracting Parties.