

No. 30625

---

**FRANCE**  
**and**  
**UNITED ARAB EMIRATES**

**Agreement relating to air services between and beyond their  
respective territories (with annexes). Signed at Paris on  
9 September 1991**

*Authentic texts: French and Arabic.*

*Registered by France on 11 January 1994.*

---

**FRANCE**  
**et**  
**ÉMIRATS ARABES UNIS**

**Accord relatif aux services aériens entre leurs territoires res-  
pectifs et au-delà de ceux-ci (avec annexes). Signé à Paris  
le 9 septembre 1991**

*Textes authentiques : français et arabe.*

*Enregistré par la France le 11 janvier 1994.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE UNITED ARAB EMIRATES RELATING TO AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Government of the French Republic and the Government of the United Arab Emirates,

Being parties to the Convention on International Civil Aviation, signed at Chicago on 7 December 1944,<sup>2</sup>

Desiring to conclude a supplementary agreement to that Convention for the purpose of establishing air services between and beyond their respective territories,

Have agreed as follows:

*Article 1*

## DEFINITIONS

For the purposes of this Agreement, except where otherwise stated:

1. The term “the Convention” means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes any annex adopted under article 90 of that Convention and any amendment to the annexes to the Convention adopted under articles 90 and 94 thereof, provided that these annexes and amendments have been adopted or ratified by the two Contracting Parties.

2. The term “aeronautical authorities” means, in the case of France, the Direction Générale de l’Aviation civile or any person or body authorized to perform any of the functions currently performed by it or similar functions related to this Agreement, and, in the case of the United Arab Emirates, the Minister for Communications or any person or body authorized to perform any of the functions currently performed by him in the area of civil aviation.

3. The term “designated airline” means one or more airlines which have been designated and authorized in accordance with article 4 of this Agreement.

4. The term “territory” in relation to a State has the meaning assigned to it by article 2 of the Convention.

5. The terms “air service”, “international air service”, “airline” and “stop for non-traffic purposes” have the meanings respectively assigned to them by article 96 of the Convention.

<sup>1</sup> Came into force on 29 June 1992, the date on which the Contracting Parties notified each other of the completion of the required constitutional procedures, in accordance with article 23.

<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.

6. The term “tariffs” means the prices paid for the carriage of passengers and cargo and the conditions under which those prices apply, including the prices, commissions and conditions for agency services and other ancillary services, but excluding remuneration and conditions for the carriage of mail.

## *Article 2*

### APPLICABILITY OF THE CHICAGO CONVENTION

The provisions of this Agreement shall be governed by the provisions of the Convention insofar as those provisions are applicable to international air services.

## *Article 3*

### GRANT OF RIGHTS

1. Each Contracting Party grants the other Contracting Party the following rights in respect of its scheduled international air services:

- (a) The right to fly over its territory without landing;
- (b) The right to make stops in its territory for non-traffic purposes.

2. Each Contracting Party grants 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 schedule of routes annexed to this Agreement. Such services and routes are hereinafter called “the agreed services” and “the specified routes”. In operating an agreed service on a specified route, the airline designated by each Contracting Party shall enjoy, in addition to the rights specified in paragraph 1 of this article, the right to make stops in the territory of the other Contracting Party at the points specified for that route in the schedule annexed to this Agreement, for the purpose of taking up and putting down passengers and cargo, including mail, together or separately.

3. Nothing in paragraph 2 of this article shall be deemed to confer on the airline or airlines of one Contracting Party the privilege of taking up, 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 application of paragraph 2 of this article, each Contracting Party shall have the right to specify the routes to be followed over its territory by the airlines of the other Contracting Party and the airports which may be used.

## *Article 4*

### DESIGNATION OF AIRLINES

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines to operate the agreed services on the specified routes.

2. Upon receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this article, grant the appropriate operating permit without delay to the airline or airlines thus designated.

3. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it can fulfil the conditions prescribed under the laws and regulations normally and reasonably applied by them, in conformity with the provisions of the Convention, to the operation of international commercial air services.

4. Each Contracting Party shall have the right to withhold the operating permit provided for 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 provided for in article 3 of this Agreement, 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 nationals of that Party.

5. Once an airline has been designated and authorized, it may operate the agreed services for which it has been designated, in accordance with the provisions of articles 9, 10 and 12 of this Agreement.

### *Article 5*

#### REVOCATION, SUSPENSION OR LIMITATION OF OPERATING PERMITS

1. Each Contracting Party shall have the right to revoke an operating permit, limit or suspend the exercise of the rights granted under article 3 of this Agreement by an airline designated by the other Contracting Party or impose such conditions as it may deem necessary on the exercise of those rights, in the following cases:

(a) Wherever it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of that Party;

(b) Where the airline fails to comply with the laws or regulations in force in the territory of the Contracting Party granting those rights; or

(c) Where the airline fails to operate in accordance with the conditions laid down in this Agreement.

2. Unless revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this article are immediately necessary to prevent further infringements of laws and regulations, this right shall be exercised only after consultation with the other Contracting Party.

### *Article 6*

#### EXEMPTION FROM CUSTOMS DUTIES AND OTHER CHARGES

1. Aircraft used in international air services by the designated airline or airlines of either Contracting Party, as well as normal aircraft equipment and any fuel, lubricating oils and stores (including food, beverages and tobacco) on board such aircraft, shall, on entering the territory of the other Contracting Party, be exempt from all customs duties, inspection fees and other similar duties and charges, provided that such equipment and supplies remain on board the aircraft until they are re-exported or are used on the part of the journey made over that territory.

2. The following shall also be exempt from the duties and charges referred to in paragraph 1, with the exception of charges for services rendered:

(a) Aircraft stores taken on board in the territory of one Contracting Party, within the limits fixed by the customs authorities of that Party, for use on board outbound aircraft of the other Contracting Party operating an international air service;

(b) Spare parts imported into the territory of either Contracting Party for the maintenance or repair of aircraft used in international air services by the designated airlines of a Contracting Party;

(c) Fuel and lubricating oils intended for an aircraft of the designated airline or airlines of one Contracting Party operating an international air service over the territory of the other Contracting Party and used on board that aircraft on an incoming, outgoing or through flight, notwithstanding the fact that on all such flights the aircraft may land at intermediate stops in that territory.

The equipment and supplies referred to in paragraphs (a), (b) and (c) above may be placed under the supervision or control of the customs authorities.

3. Normal aircraft equipment, as well as any equipment and supplies on board the aircraft of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the consent of the customs authorities of that territory. In such cases, they may be placed under the supervision of those authorities until re-exported or otherwise disposed of in accordance with customs regulations.

### *Article 7*

#### APPLICATION OF NATIONAL LEGISLATION

1. The laws and regulations of a Contracting Party relating to the entry into or departure from its territory by aircraft, of passengers, crew or cargo, such as the regulations governing entry, leave formalities, immigration, passports, customs, currency, health and quarantine, shall apply to such passengers, crew and cargo, either directly or through a third party, upon arrival or departure or while in the territory of that Contracting Party.

2. The laws and regulations of one Contracting Party relating to the entry into or departure from its territory of aircraft used in international air services, or governing the operation and navigation of such aircraft, shall apply during their stay in its territory.

3. In publishing and applying the laws and regulations mentioned above, neither Contracting Party shall discriminate against the technical and commercial operation of the designated airline or airlines of the other Contracting Party.

4. The competent authorities of one Contracting Party shall have the right, without however causing undue delays, to search aircraft of the other Contracting Party, upon landing or take-off, and to examine such certificates and other documents as are provided for under the Convention.

### *Article 8*

#### RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates or airworthiness, certificates of competency and licences issued or validated by one Contracting Party shall be recognized as valid by the

other Contracting Party for the purpose of operating the specified routes and agreed services indicated in the annex.

2. However, each Contracting Party reserves the right to refuse to recognize as valid, for the purpose of flying over its territory, certificates of competency and licences issued to its own nationals by the other Contracting Party or by another State.

### Article 9

#### PRINCIPLES GOVERNING THE OPERATION OF THE AGREED SERVICES

1. The designated airlines of each Contracting Party shall enjoy fair and equitable treatment in the operation of the agreed services on the specified routes between their respective territories.

2. In operating the agreed services, the designated airlines of each Contracting Party shall take the interests of the airlines of the other Contracting Party into consideration, so as not to affect unduly the services which the latter airlines provide on all or part of the same routes.

3. The agreed services provided by the designated airline or airlines of the Contracting Parties shall bear a close relationship to the public's transportation needs on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity corresponding to normal, reasonably predictable traffic needs for the carriage of passengers and cargo, including mail, coming from or going to the territory of the Contracting Party which designated the airline or airlines. Arrangements for the carriage of passengers and cargo, including mail, taken up or put down at points on the specified routes in the territories of States other than those designating the airline or airlines shall be made in accordance with the general principles whereby capacity shall be determined by:

(a) Traffic needs to and from the territory of the Contracting Party designating the airline or airlines;

(b) Traffic needs in the area through which the agreed service passes, taking into account other transport services established by airlines of the States comprising the area; and

(c) The operating requirements of the airline services.

### Article 10

#### APPROVAL OF OPERATING PROGRAMMES

1. The operating programmes of the designated airline or airlines of each Contracting Party shall be submitted to the aeronautical authorities of the other Contracting Party for approval.

2. Such programmes shall be transmitted at least 30 days before the start of operations and shall indicate, *inter alia*, schedules, frequency of service, the type and configuration of the aircraft to be used and the tariffs and conditions that apply.

3. Any subsequent amendments to the operating programme of the designated airline or airlines of one Contracting Party shall be submitted to the aeronautical authorities of the other Contracting Party for approval.

*Article 11*

## AVIATION SECURITY

1. In keeping with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to protect each other's civil aviation against acts of unlawful interference, in order to ensure its security, forms an integral part of this Agreement. Without limiting their general rights and obligations under international law, the Contracting Parties shall, in particular, act in conformity with the provisions of the Convention on offences and certain other acts committed on board aircraft, signed at Tokyo on 14 September 1963,<sup>1</sup> the Convention for the suppression of unlawful seizure of aircraft, signed at The Hague on 16 December 1970,<sup>2</sup> and the Convention for the suppression of unlawful acts against the safety of civil aviation, signed at Montreal on 23 September 1971.<sup>3</sup>

2. The Contracting Parties shall extend to each other, upon request, all necessary assistance in preventing acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of aircraft, their passengers and crew, airports and air traffic control facilities and services, and any other threat to the security of civil aviation.

3. The Contracting Parties shall, in their mutual relations, conform to the aviation security provisions established by the International Civil Aviation Organization and designated as annexes to the Convention on International Civil Aviation, to the extent that such provisions are applied by them. The Contracting Parties shall require the operators of aircraft of their registry or operators who have their principal place of business or permanent residence in their territory and the operators of airports situated in their territory to conform to those aviation security provisions.

4. Each Contracting Party agrees that its aircraft operators may be required to observe the aircraft security provisions referred to in paragraph 3 above and laid down by the other Contracting Party for entry into, departure from or stays in the territory of that other Contracting Party. Each Contracting Party shall ensure that appropriate measures are taken in its territory to protect the aircraft and to inspect passengers, crew, carry-on items, luggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give positive consideration to any request from the other Contracting Party for reasonable special security measures to be taken to deal with a particular threat.

5. In the event of an incident or threatened incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air traffic control facilities and services, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures designed to put an end, quickly and safely, to such incident or threatened incident.

<sup>1</sup> United Nations, *Treaty Series*, vol. 704, p. 219.

<sup>2</sup> *Ibid.*, vol. 860, p. 105.

<sup>3</sup> *Ibid.*, vol. 974, p. 177 and vol. 1217, p. 404 (corrigendum to vol. 974).

*Article 12*

## TARIFFS

1. The tariffs to be applied by the airline or airlines 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 operating costs, reasonable profit and the tariffs of other airlines.

2. The tariffs referred to in paragraph 1 of this article shall, if possible, be agreed between the designated airlines of the two Contracting Parties, after consultation with other airlines operating over all or part of the same route; such agreement shall, where possible, be reached through the rate-fixing procedures of the International Air Transport Association.

3. The tariffs so agreed shall be submitted to the aeronautical authorities of the two Contracting Parties for approval at least 90 days before the date on which they are to go into effect. In certain cases, this time-limit may be reduced, subject to the agreement of those authorities.

4. Such approval may be given formally or, if neither aeronautical authority has expressed disapproval within 30 days from the date of submission in accordance with paragraph 3 of this article, the tariffs shall be considered approved. If the time-limit for submission is reduced, as provided for in paragraph 3, the aeronautical authorities may agree that the period within which disapproval must be notified may be less than 30 days.

5. If a tariff cannot be agreed in accordance with paragraph 2 of this article or if, during the period applicable under paragraph 4 of this article, one aeronautical authority notifies the other aeronautical authority that it disapproves of a tariff agreed in accordance with paragraph 2 of this article, the aeronautical authorities of the two Contracting Parties shall endeavour, after consulting the aeronautical authorities of a third State, to determine the tariff by mutual agreement.

6. If the aeronautical authorities cannot agree on a tariff submitted to them under paragraph 3 of this article or on the determination of a tariff in accordance with paragraph 5 of this article, the dispute shall be settled in accordance with the provisions of article 17 of this Agreement.

7. A tariff established in accordance with the provisions of this article shall remain in effect until a new tariff is established. However, nothing in this paragraph shall allow a tariff to remain in effect for more than 12 months after the date on which it would normally have expired.

*Article 13*

## PROVISION OF STATISTICS

The aeronautical authorities of one Contracting Party shall provide to the aeronautical authorities of the other Contracting Party, at their request, periodic statistics or other similar information on the traffic carried on the agreed services by the designated airline or airlines.

*Article 14*

## TRANSFERS OF REVENUE

1. Each Contracting Party shall grant the designated airline or airlines of the other Contracting Party the right in free transfer to any surplus revenues over expenditures made in the territory of the first Contracting Party. Such transfers shall be made on the basis of official exchange rates or, if there is no official exchange rate, at the market exchange rate in effect for current payments.

2. If one Contracting Party imposes restrictions on the transfer of surplus revenues over expenditures by the designated airline or airlines of the other Contracting Party, the latter Party shall have the right to impose similar restrictions on the designated airlines of the first Contracting Party.

The Contracting Parties have agreed to request the competent authorities of the two countries to conclude an agreement for the avoidance of double taxation on income deriving from the activities of their airlines.

*Article 15*

## COMMERCIAL OPERATIONS

1. The designated airline or airlines of each Contracting Party shall be authorized to bring into and retain in the territory of the other Contracting Party employees and supervising staff for the administration, technical management and operation of their airline services, in accordance with the laws and regulations of the other Contracting Party with regard to entry, stay and employment.

2. Any charges which may be imposed, or the imposition of which may be authorized, by one Contracting Party for the use of airports, air traffic control facilities or ground assistance by the designated airline or airlines of the other Contracting Party shall be fair and reasonable and shall in no case exceed those paid by its own national airline or airlines operating similar scheduled international air services. Any change in the amount of such charges shall be published and communicated by the bodies concerned to the designated airline or airlines of the other Contracting Party, for information, giving reasonable advance notice.

*Article 16*

## CONSULTATIONS

1. In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time to ensure that the provisions of this Agreement and its annex are being implemented and applied satisfactorily; where necessary, they shall consult each other with a view to amending those provisions.

2. Either Contracting Party may request consultations, which may take place either at a meeting or through an exchange of correspondence. Such consultations shall begin within 60 days from the date of receipt of the request, unless the two Contracting Parties agree to extend or reduce this period.

*Article 17*

## SETTLEMENT OF DISPUTES

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

2. If negotiation fails, the Contracting Parties shall follow the procedure described in article 85 of the Convention.

3. The Contracting Parties shall abide by any decision reached under paragraph 2 of this article.

4. Unless and until the Contracting Parties conform to a decision reached under paragraph 2 of this article, the other Contracting Party may limit, suspend or revoke any right or privilege granted by it under this Agreement to the defaulting Contracting Party.

*Article 18*

## AMENDMENTS

1. If one or the other Contracting Party wishes to amend any provision of this Agreement, including the annexed schedule of routes, such amendment shall take place following consultations under article 16 of this Agreement.

2. Any amendment to this Agreement or its annexes agreed between the Contracting Parties shall enter into force following its confirmation by an exchange of diplomatic notes.

*Article 19*

## MULTILATERAL CONVENTIONS

This Agreement and its annexes shall be amended to bring them into line with any multilateral convention which may become binding on the two Contracting Parties.

*Article 20*

## REGISTRATION WITH THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

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

*Article 21*

## TERMINATION

Either Contracting Party may at any time notify the other Contracting Party of its decision to terminate this Agreement. Such notification shall be transmitted simultaneously to the International Civil Aviation Organization. In such case, the Agreement shall terminate 12 months after the date of receipt of notification by the

other Contracting Party, unless such notification is withdrawn by mutual agreement before the expiry of this period. If the other Contracting Party fails to acknowledge receipt, the notification shall be deemed to have been received 14 days after its receipt by the International Civil Aviation Organization.

*Article 22*

ANNEXES

The annexes to this Agreement form an integral part thereof and any reference to this Agreement shall refer also to the annexes, except as otherwise provided.

*Article 23*

DATE OF ENTRY INTO FORCE OF THE AGREEMENT

This Agreement shall be approved in accordance with the constitutional procedures required by each Contracting Party and shall enter into force on the date of the exchange of diplomatic notes giving notice that these procedures have been fulfilled.

DONE in two originals in the French and Arabic languages, both texts being equally authentic. Each Party has a copy of this text in each language.

DONE at Paris on 9 September 1991.

For the Government  
of the French Republic:

ROLAND DUMAS

For the Government  
of the United Arab Emirates:

RACHED ABDALLAH

## ANNEX I

## SCHEDULE OF ROUTES

*French route*

<i>From</i>	<i>Intermediate points</i> (1)	<i>To</i>	<i>Points beyond</i> (1)
Points in France	Kuwait Doha Dharan 3 points to be determined by mutual agreement	Abu Dhabi Dubai Sharjah	Karachi Bombay Delhi Any point in Asia (2)

(1) Without traffic rights between the United Arab Emirates and these intermediate points and/or beyond.

(2) Cargo flights only.

## ANNEX II

## ROUTE SCHEDULE

*United Arab Emirates route*

<i>From</i>	<i>Intermediate points</i> (1)	<i>To</i>	<i>Points beyond</i> (1)
Points in the United Arab Emirates	Muscat Doha Bahrain Istanbul 3 points to be determined by mutual agreement	Paris + 2 points in France to be determined by mutual agreement	London 2 points in Europe to be determined by mutual agreement. Any point in Europe (2).

(1) Without traffic rights between France and these intermediate points and/or beyond.

(2) Cargo flights only.

## ANNEX III

*Notes*

1. The designated airline or airlines of each Contracting Party shall have the right not to serve one or more points on the specified route on all or part of its/their services.
  2. The designated airline or airlines of each Contracting Party shall have the right to terminate its/their services on the specified route in the territory of the other Contracting Party and/or at any point beyond that territory.
  3. The designated airline or airlines of each Contracting Party shall have the right, on all or part of its/their agreed services, to change the order in which these points are served; in particular, it/they shall have the right to use points beyond as intermediate points and intermediate points as points beyond, in any order.
-