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**Japan  
and  
Ethiopia**

**Agreement between Japan and the Federal Democratic Republic of Ethiopia for air services (with annex and exchange of notes). Addis Ababa, 25 March 1996**

**Entry into force:** *15 May 1997 by notification, in accordance with article 20*

**Authentic text:** *English*

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**Japon  
et  
Éthiopie**

**Accord entre le Japon et la République fédérale démocratique d'Éthiopie relatif aux services aériens (avec annexe et échange de notes). Addis-Abeba, 25 mars 1996**

**Entrée en vigueur :** *15 mai 1997 par notification, conformément à l'article 20*

**Texte authentique :** *anglais*

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[ ENGLISH TEXT - TEXTE ANGLAIS ]

AGREEMENT BETWEEN JAPAN AND  
THE FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA  
FOR AIR SERVICES

The Government of Japan and the Government of the  
Federal Democratic Republic of Ethiopia,

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

Being parties to the Convention on International  
Civil Aviation opened for signature at Chicago on  
December 7, 1944,

Have agreed as follows:

ARTICLE 1

1. For the purpose of the present Agreement, unless the  
context otherwise requires:

- (a) the term "aeronautical authorities" means, in  
the case of Japan, the Minister of Transport  
and any person or body authorized to perform any  
functions on civil aviation at present exercised  
by the said Minister or similar functions, and,  
in the case of the Federal Democratic Republic  
of Ethiopia, the Minister of Transport and  
Communications and any person or body authorized  
to perform any functions on civil aviation at  
present exercised by the said Minister or  
similar functions;
- (b) the term "designated airline" means an airline  
which one Contracting Party has designated by  
written notification to the other Contracting  
Party for the operation of air services on the  
routes specified in such notification, and to  
which the appropriate operating permission has  
been given by that other Contracting Party, in  
accordance with the provisions of Article 3 of  
the present Agreement;
- (c) the term "territory" in relation to a State  
means the land areas and territorial waters  
adjacent thereto under the sovereignty of  
that State;

- (d) the term "air service" means any scheduled air service performed by aircraft for the public transport of passengers, cargo or mail;
- (e) the term "international air service" means an air service which passes through the air space over the territory of more than one State;
- (f) the term "airline" means any air transport enterprise offering or operating an international air service;
- (g) the term "stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, cargo or mail;
- (h) the term "Annex" means the Annex to the present Agreement or as amended in accordance with the provisions of Article 16 of the present Agreement;
- (i) the term "specified route" means any of the routes specified in the Annex;
- (j) the term "agreed service" means any air service operated on the specified routes.

2. The Annex forms an integral part of the present Agreement, and all reference to the "Agreement" shall include reference to the Annex except where otherwise provided.

## ARTICLE 2

Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement, particularly to enable its designated airlines to establish and operate the agreed services.

## ARTICLE 3

1. The agreed services on any specified route may be inaugurated immediately or at a later date at the option of the Contracting Party to which the rights are granted under Article 2 of the present Agreement, subject to the provisions of Article 11 of the present Agreement, and not before:

- (a) the Contracting Party to which the rights have been granted has designated an airline or airlines for that route, and
- (b) the Contracting Party granting the rights has given the appropriate operating permission in accordance with its laws and regulations to the airline or airlines concerned; which it shall, subject to the provisions of paragraph 2 of this Article and of paragraph 1 of Article 7, be bound to grant without delay.

2. Each of the airlines designated by either Contracting Party may be required to satisfy the aeronautical authorities of the other Contracting Party that it is qualified to fulfil the conditions prescribed by the laws and regulations normally and reasonably applied by those authorities to the operation of international air services.

#### ARTICLE 4

1. The airlines of each Contracting Party shall enjoy the following privileges in respect of their international air services:

- (a) to fly across the territory of the other Contracting Party without landing; and
- (b) to make stops in the territory of the other Contracting Party for non-traffic purposes.

2. Subject to the provisions of the present Agreement, the designated airlines of each Contracting Party shall enjoy, while operating an agreed service on a specified route, the privilege to make stops in the territory of the other Contracting Party at the points specified for that route in the Annex for the purposes of discharging and of taking on international traffic in passengers, cargo and mail separately or in combinations.

3. Nothing in paragraph 2 of this Article shall be deemed to confer on the airlines of one Contracting Party the privilege of taking on, 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.

ARTICLE 5

The charges which either of the Contracting Parties may impose, or permit to be imposed, on the designated airlines of the other Contracting Party for the use of airports and other facilities under its control shall be just and reasonable and not higher than would be paid for the use of such airports and facilities by the airlines of the most favoured nation or by any national airline of the first Contracting Party engaged in international air services.

ARTICLE 6

1. Fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board aircraft engaged in the agreed services operated by the designated airlines of either Contracting Party shall be exempt from customs duties, excise taxes, inspection fees and other similar duties, taxes or charges in the territory of the other Contracting Party, even when they are consumed or used on the part of the journey performed over that territory.

2. Fuel, lubricating oils, spare parts, regular equipment and aircraft stores taken on board aircraft of the designated airlines of either Contracting Party in the territory of the other Contracting Party and used in the agreed services shall, subject to the regulations of the latter Contracting Party, be exempt from customs duties, excise taxes, inspection fees and other similar duties, taxes or charges.

3. Fuel, lubricating oils, spare parts, regular equipment and aircraft stores introduced for the account of the designated airlines of either Contracting Party and stored in the territory of the other Contracting Party under customs supervisions for the purpose of supplying aircraft of those designated airlines, shall, subject to the regulations of the latter Contracting Party, be exempt from customs duties, excise taxes, inspection fees and other similar duties, taxes or charges.

ARTICLE 7

1. Each Contracting Party reserves the right to withhold or revoke the privileges specified in paragraphs 1 and 2

of Article 4 of the present Agreement in respect of an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise by the airline of those privileges, in any case where it is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party.

2. Each Contracting Party reserves the right to suspend the exercise by a designated airline of the other Contracting Party of the privileges referred to in paragraph 1 above, or to impose such conditions as it may deem necessary on the exercise by the airline of those privileges, in any case where such airline fails to comply with the laws and regulations of the Contracting Party granting those privileges or otherwise fails to operate in accordance with the conditions prescribed in the present Agreement; provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringements of such laws and regulations, or for reasons of safety of air navigation, this right shall be exercised only after consultation with the other Contracting Party.

#### ARTICLE 8

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.

#### ARTICLE 9

In the operation by the designated airlines of either Contracting Party of the agreed services, the interests of the designated airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provide on all or part of the same routes.

#### ARTICLE 10

1. The agreed services provided by the designated airlines of the Contracting Parties shall bear a close relationship to the requirements of the public for such services.

2. The agreed services provided by a designated airline shall retain as their primary objective the provision at a reasonable load factor of capacity adequate to current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers, cargo and mail both taken on and discharged at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:

- (a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- (b) the requirements of through airline operation; and
- (c) traffic requirements of the area through which the airline passes, after taking account of local and regional services.

3. Capacity to be provided by the designated airlines of the Contracting Parties in respect of the agreed services shall be agreed through consultation between the aeronautical authorities of both Contracting Parties in accordance with the principles laid down in Articles 8, 9, and paragraphs 1 and 2 of this Article.

#### ARTICLE 11

1. The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of services (such as standards of speed and accommodation) and the tariffs of other airlines for any part of the specified route.

2. These tariffs shall be fixed in accordance with the following provisions and the aeronautical authorities of each Contracting Party shall, in accordance with the procedures in each Contracting Party, ensure that the designated airlines conform to the tariffs thus fixed.

- (a) Agreement on the tariffs shall, wherever possible, be reached by the designated airlines concerned through the rate-fixing machinery of the International Air Transport Association.

When this is not possible, tariffs in respect of each of specified routes and sectors thereof shall be agreed between the designated airlines concerned. In any case the tariffs shall be submitted for the approval of the aeronautical authorities of both Contracting Parties in accordance with the procedures applicable in each Contracting Party.

- (b) If the designated airlines concerned cannot agree on the tariffs, or if the aeronautical authorities of either Contracting Party do not approve the tariffs submitted, in accordance with the provisions of paragraph 2 (a) of this Article, the aeronautical authorities of the Contracting Parties shall endeavour to reach agreement on the appropriate tariffs.
- (c) If the agreement between the aeronautical authorities under the provisions of paragraph 2 (b) of this Article cannot be reached, the dispute shall be settled in accordance with the provisions of Article 15 of the present Agreement.
- (d) No new tariff shall come into effect if the aeronautical authorities of either Contracting Party are dissatisfied with it, except under the terms of paragraph 3 of Article 15 of the present Agreement. Pending determination of the tariffs in accordance with the provisions of this Article, the tariffs already in force shall prevail.

#### ARTICLE 12

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, at their request, such information and statistics relating to traffic carried on the agreed services by the designated airlines of the first Contracting Party to and from the territory of the other Contracting Party as may normally be prepared and submitted by the designated airlines to their national aeronautical authorities for publication. Any additional statistical traffic data which the aeronautical authorities of one Contracting Party may desire from the aeronautical authorities of the other Contracting Party shall, upon request, be a subject of mutual discussion between the aeronautical authorities of the two Contracting Parties.



ARTICLE 13

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of the present Agreement.

Without prejudice to their 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, done at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, done at The Hague on 16 December 1970 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on 23 September 1971.

2. The Contracting Parties shall provide upon request all necessary assistance in accordance with their respective laws and regulations to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

3. The Contracting Parties should, in their mutual relations, act in conformity with 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 security provisions are applicable to the Contracting Parties; they should require that their airlines and the operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that such airlines may be required to observe the aviation security provisions referred to in paragraph 3 above required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party should take appropriate measures within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

#### ARTICLE 14

It is the intention of both Contracting Parties that there should be regular and frequent consultation between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfilment of the present Agreement.

#### ARTICLE 15

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation between themselves.

2. If the Contracting Parties fail to reach a settlement by negotiation, 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 of the Contracting Parties 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, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators.

3. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.

ARTICLE 16

1. Either Contracting Party may at any time request consultation with the other Contracting Party for the purpose of amending the present Agreement. Such consultation shall begin within a period of sixty days from the date of receipt of such request.

2. If the amendment relates to the provisions of the present Agreement other than those of the Annex, the amendment shall be approved by each Contracting Party in accordance with its constitutional procedures and shall enter into force on the date of exchange of diplomatic notes indicating such approval.

3. If the amendment relates only to the Annex, the consultation shall be between the aeronautical authorities of both Contracting Parties. When these authorities agree on a new or revised Annex, the agreed amendments on the matter shall enter into force after they have been confirmed by exchange of diplomatic notes.

ARTICLE 17

If a general multilateral convention concerning air transport comes into force in respect of both Contracting Parties, the present Agreement shall be amended so as to conform with the provisions of such convention.

ARTICLE 18

Either of the Contracting Parties may at any time notify the other of its intention to terminate the present Agreement. A copy of the notice shall be sent simultaneously to the International Civil Aviation Organization. If such notice is given, the present Agreement shall terminate one year after the date of receipt by the other Contracting Party of the notice to terminate, unless by agreement between the Contracting Parties the notice under reference is withdrawn before the expiration of that period. If the other Contracting Party fails to acknowledge receipt, notice shall be deemed to have been received fourteen days after the date of receipt by the International Civil Aviation Organization of its copy.

ARTICLE 19

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

ARTICLE 20

The present Agreement shall be approved by each Contracting Party in accordance with its constitutional procedures and shall enter into force on the date of exchange of diplomatic notes indicating such approval.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

DONE in duplicate, in the English language,  
at Addis Ababa, this twenty-fifth day of March, 1996.

FOR THE GOVERNMENT  
OF JAPAN:

Yasuhiro Hamada

FOR THE GOVERNMENT  
OF THE FEDERAL DEMOCRATIC  
REPUBLIC OF ETHIOPIA:

Meshesha Belayneh

ANNEX

1. Routes to be operated in both directions by the designated airline or airlines of Japan:

Points in Japan - two intermediate points -  
Addis Ababa

Note: The designated airline or airlines of Japan may exercise traffic rights only for its or their own stopover passengers between two intermediate points and Addis Ababa.

2. Routes to be operated in both directions by the designated airline or airlines of the Federal Democratic Republic of Ethiopia:

Points in the Federal Democratic Republic of Ethiopia  
- Bombay - Bangkok or Singapore - Osaka

Note: The designated airline or airlines of the Federal Democratic Republic of Ethiopia may exercise traffic rights only for its or their own stopover passengers between Bombay and Osaka and between Bangkok or Singapore and Osaka.

3. The agreed services provided by the designated airline or airlines of either Contracting Party shall begin at a point in the territory of that Contracting Party, but other points on the specified route may at the option of the designated airline be omitted on any or all flights.

(Japanese Note)

Addis Ababa, March 25, 1996

Sir,

I have the honour to refer to the Agreement between Japan and the Federal Democratic Republic of Ethiopia for Air Services signed today (hereinafter referred to as "the Agreement") and to confirm, on behalf of the Government of Japan, the understanding reached between the representatives of the Governments of both countries during the course of the negotiations on the Agreement concerning the following measures to be taken by their Governments within the scope of the laws and regulations in force in the respective countries:

1. The designated airlines of either Contracting Party shall be permitted within the territory of the other Contracting Party to establish and maintain their branches and to engage in activities necessary for the operation of the agreed services.
2. The designated airlines of either Contracting Party shall be entitled to bring in and maintain at their branches in the territory of the other Contracting Party their own managerial, technical, operational and other specialist staff who are required for the provision of air services.
3. The designated airlines of either Contracting Party shall be permitted to transfer freely, in convertible currencies, at the prevailing rate of exchange in the official market at the time of remittance, the excess of receipts over expenditure earned by those airlines in the territory of the other Contracting Party in connection with the operation of the agreed services, and to establish and maintain accounts for the operation of such agreed services.

Mr. Meshesha Belayneh  
General Manager  
Ethiopian Civil Aviation Authority

4. Each Contracting Party agrees to use its best efforts to ensure that the designated airlines of the other Contracting Party are offered the choice, subject to reasonable limitations which may be imposed by its competent authorities, of providing their own services for ground handling operations; of having such operations performed entirely or in part by other airlines, organizations controlled by other airlines, or servicing agents, as authorized by the competent authorities of the first Contracting Party; or of having such operations performed by such competent authorities.

I have further the honour to request you to be good enough to confirm, on behalf of your Government, that this is also the understanding of the Government of the Federal Democratic Republic of Ethiopia and propose that, if this is also the understanding of the Government of the Federal Democratic Republic of Ethiopia, this Note and your Note in reply shall constitute an agreement between the two Governments, which will enter into force on the date of entry into force of the Agreement.

I avail myself of this opportunity to extend to you the assurance of my high consideration.

Yasuhiro Hamada  
Ambassador Extraordinary  
and Plenipotentiary of Japan  
to the Federal Democratic  
Republic of Ethiopia

(Ethiopian Note)

Addis Ababa, March 25, 1996

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

*[See note 1]*

I have further the honour to confirm on behalf of the Government of the Federal Democratic Republic of Ethiopia the understanding contained in Your Excellency's Note under acknowledgement and agree that Your Excellency's Note and this Note in reply shall constitute an agreement between the two Governments, which will enter into force on the date of entry into force of the Agreement between the Federal Democratic Republic of Ethiopia and Japan for Air Services.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.

Meshesha Belayneh  
General Manager  
Ethiopian Civil Aviation Authority

His Excellency  
Mr. Yasuhiro Hamada  
Ambassador Extraordinary  
and Plenipotentiary of Japan  
to the Federal Democratic  
Republic of Ethiopia