

No. 5929

**FRANCE
and
CAMEROUN**

**Air Transport Agreement (with annex). Signed at Paris,
on 16 June 1961**

Official text : French.

Registered by the International Civil Aviation Organization on 25 October 1961.

**FRANCE
et
CAMEROUN**

**Accord relatif au transport aérien (avec annexe). Signé à
Paris, le 16 juin 1961**

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 25 octobre 1961.

[TRANSLATION — TRADUCTION]

No. 5929. AIR TRANSPORT AGREEMENT¹ BETWEEN THE
FRENCH REPUBLIC AND THE REPUBLIC OF CAMEROON.
SIGNED AT PARIS, ON 16 JUNE 1961

The Government of the French Republic and
The Government of the Republic of Cameroun,

Desiring to promote the development of air transport between the French Republic and Cameroun and to further as much as possible international co-operation in this field,

Desiring to apply to such transport the principles and provisions of the Convention on International Civil Aviation signed at Chicago on 7 December 1944²,

Have agreed as follows :

TITLE I

GENERAL

Article 1

The Contracting Parties grant each other the rights specified in this Agreement for the establishment of the international civil air services listed in the annex³ hereto.

Article 2

For the purposes of this Agreement and its annex the word "territory" shall be understood as it is defined in article 2 of the Convention on International Civil Aviation.

Article 3

(1) Aircraft employed in international service by the designated airlines of one Contracting Party together with their normal equipment, reserves of lubricants and fuel and aircraft stores (including foodstuffs, beverages and tobacco) shall, on arrival in the territory of the other Contracting Party, be exempt from all customs duties,

¹ Came into force on 16 June 1961, upon signature, in accordance with article 20.

² See footnote 2, p. 12 of this volume.

³ See p. 163 of this volume.

inspection fees or other similar duties and charges, provided such equipment and stores remain on board the aircraft until re-exported.

(2) The following shall likewise be exempt from these same duties and charges, excluding, however, fees or charges levied as consideration for services rendered :

- (a) Aircraft stores, irrespective of origin, introduced into the territory of one Contracting Party in quantities not exceeding the limits set by the authorities of the said Contracting Party, and taken on board aircraft of the other Contracting Party engaged in international air service.
- (b) Spare parts imported into the territory of one Contracting Party for the maintenance or repair of aircraft of designated airlines of the other Contracting Party engaged in international navigation.
- (c) Fuels and lubricants intended for aircraft used in international traffic by the designated airlines of the other Contracting Party, even though such supplies be consumed during that part of the flight, which takes place over the territory of the Contracting Party in which they were taken aboard.

(3) Regular equipment, supplies and stores on board the aircraft of one Contracting Party may not be unloaded in the territory of the other Contracting Party save with the consent of the customs authorities of that territory. When so unloaded, they may be placed under the supervision of the said authorities until they are re-exported or are declared to customs.

Article 4

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party and still valid shall be recognized as valid by the other Contracting Party for the purpose of operations on the air routes specified in the annex to this Agreement. Each Contracting Party reserves the right, however, to refuse to recognize as valid for flights over its own territory certificates of competency and licenses issued to its own nationals by the other Contracting Party.

Article 5

(a) The laws and regulations of each Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline or airlines of the other Contracting Party.

(b) Passengers, crews and shippers of goods shall be required, either personally or through a third party acting in their name and on their behalf, to comply with the laws and regulations in force in the territory of each Contracting Party governing the entry, stay and departure of passengers, crews and cargo, such as those relating to entry, clearance, immigration, customs and quarantine.

Article 6

Each Contracting Party reserves the right to withhold an operating permit from an airline designated by the other Contracting Party or to revoke such a permit in the event of failure by that airline to comply with the laws and regulations referred to in article 5 or to fulfil its obligations under this Agreement.

This right shall be exercised only after consultation between the aeronautical authorities of the Contracting Parties in accordance with the procedure laid down in article 7 below. If the services are already in operation, they shall not be interrupted while such consultations continue. Nevertheless, they may be suspended immediately in the event of any serious infringement of the laws and regulations pertaining to air safety.

Article 7

Either Contracting Party may at any time request consultation between the competent authorities of the two Contracting Parties concerning the interpretation, application or modification of this Agreement, including its annex.

Such consultation shall begin within thirty days from the date of the request therefor.

Such modifications as are decided upon shall enter into force after they have been confirmed by an exchange of diplomatic notes.

Article 8

(1) In the event of a dispute between the Contracting Parties concerning the interpretation or application of this Agreement the two Contracting Parties shall, at the request of either Party, in the first place endeavour to settle it by direct negotiation.

(2) If the negotiations between the Contracting Parties fail to produce agreement within a period of sixty (60) days from the date of receipt of the above-mentioned request, the dispute shall, at the request of either Party, be referred for decision to a tribunal consisting of three arbitrators, to which each Party shall appoint one arbitrator, the two arbitrators thus appointed then appointing a third.

Each Contracting Party shall appoint one arbitrator within sixty (60) days from the receipt by one Contracting Party of the note sent by the other Contracting Party