

No. 7280

**CZECHOSLOVAKIA
and
SENEGAL**

**Air Transport Agreement (with annex). Signed at Prague,
on 20 June 1962**

Official texts: French and Czech.

Registered by the International Civil Aviation Organization on 8 June 1964.

**TCHÉCOSLOVAQUIE
et
SÉNÉGAL**

**Accord (avec annexe) relatif au transport aérien. Signé à
Prague, le 20 juin 1962**

Textes officiels français et tchèque.

Enregistré par l'Organisation de l'aviation civile internationale le 8 juin 1964.

[TRANSLATION — TRADUCTION]

No. 7280. AIR TRANSPORT AGREEMENT¹ BETWEEN THE CZECHOSLOVAK SOCIALIST REPUBLIC AND THE REPUBLIC OF SENEGAL. SIGNED AT PRAGUE, ON 20 JUNE 1962

The Government of the Czechoslovak Socialist Republic and the Government of the Republic of Senegal,

Desiring to promote air transport between Czechoslovakia and Senegal and to further, as much as possible, international co-operation in this field,

Wishing to apply to such transport the principles and provisions of the Convention on International Civil Aviation signed at Chicago on 7 December 1944,²

Have agreed as follows :

TITLE I

GENERAL PROVISIONS

Article 1

The Contracting Parties grant to each other the rights specified in this Agreement for the purpose of establishing the international civil air relations set out in the attached annex.³

Article 2

For the purpose of this Agreement and its annex :

1. The term "territory" shall have the meaning assigned to it by article 2 of the Convention on International Civil Aviation.

2. The term "aeronautical authorities" means :

in the case of Czechoslovakia, the Ministry of Transport and Communications, Aviation Department ;

in the case of Senegal, the Ministry of Transport and Telecommunications.

3. The term "agreed services" means all scheduled air services specified in the route schedule annexed to this Agreement.

¹ Applied provisionally from 20 June 1962, the date of signature, and came into force on 1 November 1963, one month after the date on which the Contracting Parties notified each other of its approval under their domestic laws, in accordance with the provisions of article 20.

² See footnote 2, p. 4 of this volume.

³ See p. 169 of this volume.

4. The term "designated airline" means an airline which one of the Contracting Parties has designated in writing to the other Contracting Party as the airline authorized to operate the agreed air services, in accordance with the provisions of Title II of this Agreement.

Article 3

1. Aircraft employed in international service by the designated airlines of one Contracting Party together with their normal equipment, reserves of fuel and lubricants and stores on board (including foodstuffs, beverages and tobacco) shall, on arrival in the territory of the other Contracting Party, be exempt from all customs duties, inspection fees or other similar duties and charges, provided that such equipment and stores remain on board the aircraft until re-exported.

2. The following shall likewise be exempt from the 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 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) Fuel 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. Fuel, lubricants, spare parts, regular equipment of aircraft and supplies on board for use in the operation of the agreed services may be stored at airports of one Contracting Party served by the airline designated by the other Contracting Party.

They may be so stored, after authorization by the customs authorities supervising the materials and supplies, until they are re-exported or until a customs declaration is made for them.

Article 4

1. 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.

2. Passengers, crew and shippers of goods shall be required to comply, either personally or through a third party acting in their name and on their behalf, 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 health.

Article 5

Subject to the provisions of article 12, each Contracting Party reserves the right to withhold the operating permit from an airline designated by the other Contracting Party or to revoke such permit whenever, on sufficient grounds, it considers that it has no proof that substantial ownership and effective control of such airline are vested in the other Contracting Party or in nationals thereof, or in case of failure by that airline to comply with the laws and regulations referred to in article 4 or to perform its obligations under this Agreement.

This measure shall be applied only after consultation as provided for in article 6, unless an immediate suspension of operations is necessary in order to prevent further infringement of the laws and regulations.

Article 6

Either Contracting Party may at any time request consultation between the competent authorities of the two Contracting Parties for the purpose of modifying this Agreement.

Such consultations shall begin within sixty days from the date on which the request is received.

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

Article 7

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to denounce this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. The denunciation shall take effect one year after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement before the expiry of that period. If the Contracting Party receiving such notice fails to acknowledge it, the said notice shall be deemed to have been received fifteen days after its receipt at the headquarters of the International Civil Aviation Organization.

Article 8

1. In the event of a dispute between the Contracting Parties concerning the interpretation or application of this Agreement and its annex, the Contracting Parties shall settle it by direct negotiation between their aeronautical authorities or, if such negotiation fails to produce agreement, through the diplomatic channel.