

No. 7290

**NEW ZEALAND
and
WESTERN SAMOA**

**Agreement (with schedules) concerning civil aviation. Signed
at Apia, on 24 January 1963**

Official text: English.

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

**NOUVELLE-ZÉLANDE
et
SAMOA-OCIDENTAL**

**Accord (avec annexes) relatif à l'aviation civile. Signé à
Apia, le 24 janvier 1963**

Texte officiel anglais.

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

No. 7290. AGREEMENT¹ BETWEEN THE GOVERNMENT OF NEW ZEALAND AND THE GOVERNMENT OF WESTERN SAMOA CONCERNING CIVIL AVIATION. SIGNED AT APIA, ON 24 JANUARY 1963

The Government of New Zealand and the Government of the Independent State of Western Samoa (hereinafter referred to as the "Government of Western Samoa")

Desiring to continue and strengthen the tradition of mutual co-operation and the friendly relations which exist between them

Considering that the Government of New Zealand, at the request of the Government of Western Samoa, has expressed its willingness to provide assistance in the maintenance and development of civil aviation facilities available in Western Samoa by means of certain financial assistance, advice, technical training facilities, personnel and equipment

Considering also that the Government of Western Samoa is desirous of giving de facto effect in its territory so far as practicable to the provisions of Part I of the Convention on International Civil Aviation signed at Chicago on 7 December 1944² (hereinafter referred to as the "said Convention") and to the international standards, recommended practices and procedures adopted as annexes to the said Convention

Have agreed as follows :

Article I

For the purposes of this Agreement the term—

- (a) "Director of Civil Aviation" means the Director of Civil Aviation in New Zealand;
- (b) "Schedule" means a Schedule annexed to this Agreement;
- (c) "Western Samoa", where used as a territorial description, means the land area of Western Samoa and the territorial waters adjacent thereto.

Article II

The provisions, international standards, recommended practices and procedures contained in Part I of the said Convention and in the annexes to the said Convention together with any amendments to Part I of the said Convention

¹ Deemed to have come into force on 1 January 1962, in accordance with article IX (1).

² See footnote 2, p. 5 of this volume.

or to any such annexes which are made in accordance with the terms of the said Convention, shall as far as practicable be applied in the administration of civil aviation in Western Samoa.

Article III

1. The Government of New Zealand will transfer to the Independent State of Western Samoa, free of charge, the lands described in the First Schedule,¹ subject to existing leases and licences, together with all buildings, installations, plant, equipment and maintenance stores listed in the Second¹ and Third Schedules.¹ The buildings listed in the Third Schedule will, however, continue to be made available by the Government of Western Samoa for occupation by the officers of the New Zealand Public Service referred to in paragraphs 1 and 2 of Article V of this Agreement at the rental existing at the date of entry into force of this Agreement; such rental shall not be varied except in agreement with the New Zealand Government.

2. The Government of New Zealand shall retain the ownership and control of all technical equipment, instruments and stores (required for purposes of air traffic control, radio communication and navigation) which are provided by it in connection with civil aviation in Western Samoa before or after the date of entry into force of this Agreement.

3. The Government of Western Samoa shall maintain the landing field at Faleolo aerodrome in good order and condition together with the buildings, installations, plant and equipment listed in the Second and Third Schedules, and in particular shall ensure that the approaches to Faleolo aerodrome are kept free from any obstruction or hazard to aircraft.

4. The Government of Western Samoa shall, at the written request of the Director of Civil Aviation in pursuance of his responsibility under paragraph (b) of Article IV of this Agreement, arrange for the maintenance of or improvements to Faleolo aerodrome and the buildings, installations, plant and equipment listed in the Second and Third Schedules. The cost of maintenance or improvements to the buildings listed in the Third Schedule will be borne by the New Zealand Government in accordance with the provisions of paragraph (d) of Article VI of this Agreement.

5. In the event of additional facilities being required at Faleolo aerodrome or at any other aerodrome in Western Samoa or in connection with the safe operation of aircraft in or about Western Samoa, the two Governments agree to consult together regarding the cost of such facilities.

6. Subject to such arrangements as it may prescribe to ensure compliance with its other customs laws and regulations and its health requirements, the

¹ See p. 32 of this volume.