

No. 7295

**CAMEROON
and
ISRAEL**

**Air Transport Agreement (with annex). Signed at Yaoundé,
on 9 August 1963**

Official text: French.

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

**CAMEROUN
et
ISRAËL**

**Accord (avec annexe) relatif au transport aérien. Signé à
Yaoundé, le 9 août 1963**

Texte officiel français.

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

[TRANSLATION — TRADUCTION]

No. 7295. AIR TRANSPORT AGREEMENT¹ BETWEEN THE
FEDERAL REPUBLIC OF CAMEROON AND THE GOV-
ERNMENT OF THE STATE OF ISRAEL. SIGNED AT
YAOUNDÉ, ON 9 AUGUST 1963

The Government of the Federal Republic of Cameroon and the Govern-
ment of the State of Israel,

Desiring to promote the development of air transport between the Federal
Republic of Cameroon and the State of Israel 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 Decem-
ber 1944;²

Have agreed as follows :

TITLE I

GENERAL

Article I

The Contracting Parties grant each other the rights specified in this Agree-
ment for the establishment of the international civil air services listed in the annex
hereto.

Article II

For the purpose of this Agreement and its annex :

(a) The term " the Convention " means the Convention on International
Civil Aviation signed at Chicago on 7 December 1944, including any annex
adopted under article 90 of that Convention and any amendment of the Conven-
tion or its annexes adopted under articles 90 and 94 thereof;

(b) The term " aeronautical authorities " means, in the case of the Govern-
ment of the Federal Republic of Cameroon, the Minister responsible for civil
aviation, and, in the case of the Government of the State of Israel, the Minister
for Transport and Communications, and any other person or body authorized to
perform any function at present exercised by the said Minister or any other
similar function;

¹ Came into force on 9 August 1963, upon signature, in accordance with article XX. The
Agreement was ratified by the Federal Republic of Cameroon on 23 August 1963.

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

(c) The term “designated airline” means the airline which one Contracting Party shall have designated, by written notification to the other Contracting Party in accordance with article XI of this Agreement, for the operation of air services on the routes specified in the annex;

(d) The term “territory”, in relation to a State, means the land areas and adjacent territorial waters under the sovereignty of that State;

(e) The terms “air service”, “international air service”, “airline”, and “stop for non-traffic purposes” have the meanings respectively assigned to them in article 96 of the Convention;

(f) The term “aircraft” means all aircraft of the designated airline.

Article III

1. Aircraft employed in international service by the designated airline of one Contracting Party together with their normal equipment, reserves of fuel and lubricants 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, 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, obtained in 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 the designated airline of the other Contracting Party engaged in international navigation;

(c) Fuels and lubricants intended for aircraft used in international traffic by the designated airline 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 on board.

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 except 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 IV

Certificates of airworthiness, certificates of competency and licences 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 licences issued to its own nationals by the other Contracting Party.

Article V

(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 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, crew and cargo such as those relating to entry, clearance, immigration, Customs and quarantine

Article VI

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 V or to fulfil its obligations under this Agreement.

This right shall be exercised only after consultation with the aeronautical authorities of the Contracting Parties in accordance with the procedure laid down in article VII 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 VII

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 sixty days from the date of the request therefor.

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

Article VIII

1. In the event of a dispute between the Contracting Parties concerning the interpretation of this Agreement the 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 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 through the diplomatic channel requesting arbitration of the dispute, and the third arbitrator shall be appointed within the sixty (60) days following. If either Contracting Party fails to appoint an arbitrator in the period specified, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointments.

3. If the arbitral tribunal cannot arrive at an amicable settlement of the dispute, it shall take a decision by majority vote.

Unless the Contracting Parties agree otherwise, the arbitral tribunal shall establish its own rules of procedure and determine its place of meeting. It shall reach a decision within ninety (90) days after it has been set up.

4. The Contracting Parties undertake to comply with the arbitral award, which shall in every case be final.

5. Pending the settlement of any dispute in accordance with paragraphs 1, 2 and 3 of this article, nothing shall be done to prejudice or impair the rights, powers or privileges exercised or the operations carried out by virtue of this Agreement.

6. If and so long as either Contracting Party or an airline designated by either Contracting Party fails to comply with a decision given under paragraph 3 of this article, the other Contracting Party may limit, suspend or revoke with respect to the Contracting Party or airline in default the rights and privileges it has granted by virtue of this Agreement.

7. Each Contracting Party shall bear the cost of remuneration for the services of the arbitrator appointed by it, and half the costs of the remuneration of the third arbitrator.