

No. 7563

**SENEGAL
and
FRANCE**

**Air Transport Agreement (with annex). Signed at Paris
on 15 June 1962**

Official text: French.

Registered by the International Civil Aviation Organization on 3 February 1965.

**SÉNÉGAL
et
FRANCE**

**Accord (avec annexe) relatif au transport aérien. Signé à
Paris, le 15 juin 1962**

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 3 février 1965.

[TRANSLATION — TRADUCTION]

No. 7563. AIR TRANSPORT AGREEMENT¹ BETWEEN THE
REPUBLIC OF SENEGAL AND THE FRENCH REPUBLIC.
SIGNED AT PARIS, ON 15 JUNE 1962

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

Desiring to promote the development of air services between Senegal and France and to further as much as possible international co-operation in this field,

Desiring to apply to such services 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

Article 1

The Contracting Parties grant to each other the rights specified in this Agreement for the establishment of the international civil air services listed in the annex hereto.³

Article 2

For the purposes of this Agreement and its annex :

- (1) The term “ territory ” shall be understood as it is defined in article 2 of the Convention on International Civil Aviation.
- (2) The expression “ aeronautical authorities ” means :
 - In the case of the Republic of Senegal, the Ministry responsible for civil aviation,
 - In the case of the French Republic, the Secretariat-General for Civil Aviation,
 - Or, in either case, any person or body authorized to perform the functions presently exercised by them.

¹ Came into force on 15 June 1962, upon signature, in accordance with article 19.

² United Nations, *Treaty Series*, Vol. 15, p. 295; for subsequent actions relating to this Convention, see references in Cumulative Indexes Nos. 1 to 4, as well as Annex B in volumes 409 and 472.

³ See p. 19 of this volume.

Article 3

1. Aircraft operated on international services by the designated airlines of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall, upon entry into the territory of the other Contracting Party, be exempt from all customs duties, inspection fees and other similar taxes, duties and charges, provided such equipment and supplies remain on board the aircraft until re-exported.

2. The following shall also be exempt from the same duties and charges, excluding fees and charges levied as consideration for services rendered:

- (a) Aircraft stores irrespective of origin, obtained in the territory of either Contracting Party, within the limits fixed by the authorities of the said Contracting Party, and placed on board aircraft of the other Contracting Party engaged in international service;
- (b) Spare parts imported into the territory of either Contracting Party for the maintenance or repair of aircraft used in international navigation by the designated airlines of the other Contracting Party;
- (c) Fuels and lubricants intended for aircraft employed 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 on board.

3. Regular aircraft equipment, materials and stores retained on board the aircraft of either 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 have been declared to customs.

Article 4

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 operating the air services specified in the annex hereto.

Each Contracting Party reserves the right, however, to refuse to recognize as valid for flight above its own territory certificates of competency and licenses granted 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 and 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 apply to aircraft of the airline or airlines of the other Contracting Party.

(b) Passengers, crews 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 quarantine.

Article 6

Subject to the provisions of article 13, 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 whenever it considers on sufficient grounds that it has no proof that substantial ownership and effective control of that airline are vested in the other Contracting Party or its nationals or in the case 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.

Article 7

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

Such consultation shall begin within thirty (30) days from the date of receipt of the request.

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

Article 8

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. The Agreement shall terminate 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 this period. If the Contracting Party receiving such notice fails

to acknowledge receipt thereof, the said notice shall be deemed to have been received fifteen (15) days after its receipt at the headquarters of the International Civil Aviation Organization.

Article 9

1. Any dispute relating to the interpretation or application of this Agreement which cannot be settled between the aeronautical authorities or between the Governments of the Contracting Parties in accordance with the provisions of article 7 shall, at the request of either Contracting Party, be referred to an arbitral tribunal.

2. Such arbitral tribunal shall consist of three members. Each of the two Governments shall appoint its arbitrator; these two arbitrators shall agree upon the appointment of a national of a third State as Chairman.

If the two arbitrators have not been appointed within two months after the date on which one of the two Governments proposed the arbitral settlement of the dispute, or if the arbitrators have not agreed upon the appointment of a Chairman within a further period of one month, each Contracting Party may request the President 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, it shall establish its own rules of procedure and determine its place of meeting.

4. The Contracting Parties undertake to comply with any provisional measures ordered in the course of the proceedings and with the arbitral award, which shall in all cases be considered final.

5. If and so long as either Contracting Party fails to comply with the arbitral awards, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default.

6. Each Contracting Party shall pay the remuneration for the services of its own arbitrator and half the remuneration of the Chairman appointed.

TITLE II

AGREED SERVICES

Article 10

The Government of the Republic of Senegal and the Government of the French Republic grant each other the right to have the air services specified in the route schedule appearing in the annex to this Agreement operated by one