

No. 8701

**ALGERIA
and
TUNISIA**

**Air Transport Agreement (with annex). Signed at Tunis, on
1 September 1963**

Official text: French.

Registered by the International Civil Aviation Organization on 31 July 1967.

**ALGÉRIE
et
TUNISIE**

**Accord relatif aux transports aériens (avec annexe). Signé à
Tunis, le 1^{er} septembre 1963**

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 31 juillet 1967.

[TRANSLATION¹ — TRADUCTION²]

No. 8701. AIR TRANSPORT AGREEMENT³ BETWEEN THE
REPUBLIC OF TUNISIA AND THE DEMOCRATIC AND
POPULAR REPUBLIC OF ALGERIA. SIGNED AT
TUNIS, ON 1 SEPTEMBER 1963

The Government of the Republic of Tunisia and the Government of the Democratic and Popular Republic of Algeria, desiring to encourage the development of air services between Tunisia and Algeria and to promote in the greatest possible measure the development of international co-operation in this field, and desiring to apply to these services the terms and principles of the Convention on International Civil Aviation signed at Chicago on 7 December 1944⁴, agree as follows:

Article 1

For the purposes of this Agreement and its Annexes:

(a) the expression "the Convention" means the Convention on International Civil Aviation signed at Chicago on 7 December 1944 and all amendments adopted in accordance therewith.

(b) the word "territory" shall have the meaning assigned to it in Article 2 of the Convention.

(c) the expression "aeronautical authorities" shall mean, in the case of Tunisia, the State Secretariat of Public Works and Housing — Department of Air and Maritime Transport, and in the case of Algeria, the Ministry of Public Works, Reconstruction and Transport—Directorate of Transport—Civil Aviation Branch, or in both cases any person or body authorized to assume the functions at present exercised by these agencies.

(d) the expression "agreed services" means the air services specified in the route schedule in Annex 1 to this Agreement.

(e) the expression "designated airline" means any airline which one of the Contracting Parties has chosen to operate the agreed services enumerated in Annex 1 and whose designation has been notified to the aeronautical authorities of the other Contracting Party in accordance with Article 9 of this Agreement.

¹ Translation by the International Civil Aviation Organization.

² Traduction de l'Organisation de l'aviation civile internationale.

³ Applied provisionally from 1 September 1963, the date of signature, in accordance with article 19.

⁴ United Nations, *Treaty Series*, Vol. 15, p. 295; for the texts of the Protocols amending this Convention, see Vol. 320, pp. 209 and 217; Vol. 418, p. 161, and Vol. 514, p. 209.

Article 2

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

(b) Passengers, crews and consignors of cargo shall be bound, either in person 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 as to admission to, stay in and departure from the territory of the other Contracting Party of passengers, crews or cargo such as regulations relating to entry, departure, clearance, immigration, emigration, passports, customs, currency and quarantine.

Article 3

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the air routes specified in the attached Annex.

However, either Contracting Party reserves the right to refuse to recognize as valid, for the purpose of flight over its own territory, certificates of competency and licences issued to its own nationals by the other Contracting Party in cases where such certificates and licences do not conform to the standards of ICAO (the International Civil Aviation Organization).

Article 4

(a) Aircraft operated on international services by the designated airline or airlines of either Contracting Party, as well as the fuels, lubricants, spare parts, tools, regular equipment and stores on board the aircraft shall be entirely exempt from all customs duties, inspection fees and other duties or taxes upon arriving in or leaving the territory of the other Contracting Party.

(b) Fuels, lubricants and aircraft stores taken on board in the territory of either Contracting Party for use on aircraft of the designated airline or airlines of the other Contracting Party engaged in an international service shall be entirely exempt from customs duties and other taxes and charges.

(c) There shall also be exempt from customs duties and other taxes and fees, with the exception of charges corresponding to the service performed, spare parts, tools and equipment introduced into the territory of either Contracting Party for

the maintenance or repair of aircraft used on international services by the designated airline or airlines of the other Contracting Party.

(d) Articles which have been accorded favoured treatment under paras (a), (b) and (c) above may be deposited at the airports of either Contracting Party by the designated airline or airlines of the other Contracting Party and may not be alienated without the permission of the competent authorities.

In the event that they are not used or fitted to an aircraft, they may be re-exported free of customs duties and other taxes and charges.

(e) Articles exempted from customs duties and other taxes and charges under paras (a), (b) and (c) above shall remain at the disposal of the airline to which they belong, subject to appropriate customs control.

Article 5

Each Contracting Party grants to the airline or airlines of the other Contracting Party the right to transfer to its head offices the balance of receipts accruing from operation of the agreed services in accordance with the payments agreement governing financial relations between the two Contracting Parties.

Article 6

Each of the Contracting Parties grants to the airline or airlines of the other Contracting Party the right to maintain on its territory the technical, administrative and commercial services essential to its activity.

To the extent that the designated airline or airlines waive their right to have an organization of their own at certain points on the territory of the other Contracting Party, it or they shall as far as possible entrust the airport personnel or the staff of a designated airline of the other Contracting Party with the discharge of any work required.

Article 7

(a) Each Contracting Party grants to any designated airline of the other Contracting Party:

- (1) the right to fly without landing across its territory;
- (2) the right to make stops in the said territory for non-traffic purposes.

(b) For the implementation of para (a) above, each Contracting Party may designate the routes to be followed over its territory by the airline or airlines of the other Contracting Party as well as the airports which may be used.