

No. 3611

**EGYPT
and
YUGOSLAVIA**

**Agreement (with annex) concerning regular air transport
services. Signed at Cairo, on 20 February 1955**

Official texts: French, Arabic and Serbo-Croat.

Registered by the International Civil Aviation Organization on 1 December 1956.

**ÉGYPTE
et
YOUGOSLAVIE**

**Accord (avec annexe) relatif aux transports aériens ré-
guliers. Signé au Caire, le 20 février 1955**

Textes officiels français, arabe et serbo-croate.

Enregistré par l'Organisation de l'aviation civile internationale le 1^{er} décembre 1956.

[TRANSLATION — TRADUCTION]

No. 3611. AGREEMENT¹ BETWEEN THE REPUBLIC OF EGYPT AND THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA CONCERNING REGULAR AIR TRANSPORT SERVICES. SIGNED AT CAIRO, ON 20 FEBRUARY 1955

The Government of the Republic of Egypt and the Government of the Federal People's Republic of Yugoslavia, hereinafter referred to as the "Contracting Parties",

Considering :

That it is advisable for them to organize their regular air communications in a safe and orderly manner and to develop their co-operation in this field as much as possible and thus contribute to international co-operation,

That it is therefore necessary to conclude an agreement to govern regular air transport services between their countries,

Have appointed their plenipotentiaries, duly authorized for this purpose, who have agreed as follows :

Article I

The Contracting Parties grant each other, on the basis of reciprocity, the right to operate regular air services on the routes specified in the annex² to this Agreement.

These services and routes shall be referred to hereinafter as the "agreed services" and the "specified routes."

In accordance with the terms of this Agreement, all or part of the agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted.

Article II

1. Each Contracting Party shall designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services by virtue of this Agreement.

2. On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraph 3 of this article and of article III of this Agreement,

¹ Came into force on 14 January 1956, in accordance with article XXIII.

² See p. 233 of this volume.

without unjustified delay grant the appropriate operating permit to the designated airline or airlines.

3. The respective aeronautical authorities may, before granting the said permit to an airline designated by the other Contracting Party, satisfy themselves that it fulfills the conditions prescribed under the laws and regulations normally applied to regular air transport services, provided that these do not conflict with the provisions of this Agreement.

4. At any time after the provisions of paragraphs 1 and 2 of this article have been complied with, the airline or airlines so designated and authorized may begin to operate the agreed services.

Article III

1. Each Contracting Party reserves the right to withhold or withdraw an operating permit temporarily or permanently from the airline or airlines designated by the other Contracting Party whenever it has no proof that preponderant ownership and effective control of the said airlines are vested in either of the Contracting Parties or in their nationals.

2. Each Contracting Party reserves the right to withdraw the operating permit temporarily or permanently whenever the designated airline or airlines fail to comply with the laws and regulations normally applied by that Contracting Party to regular air transport services, or to observe the provisions of this Agreement.

3. Nevertheless, such action may be taken only if consultations between the respective aeronautical authorities have failed to produce agreement.

Article IV

Subject to articles VI and VIII, each Contracting Party grants to the airline or airlines designated by the other Contracting Party, for the purpose of operating the agreed services, the right to pick up and set down in its territory and at the traffic stops specified in the annex, international traffic destined for or coming from the territory of the other Contracting Party or of third countries.

Article V

Transport for remuneration from one point to another in the same territory (cabotage) remains reserved exclusively to the national airlines of each Contracting Party, whatever the real origin or destination of the traffic in question.

Article VI

1. The designated airline or airlines of the Contracting Parties shall receive fair and equitable treatment for the purpose of operating the agreed services.

2. The agreed services of each Contracting Party shall have as their primary objective the provision of transport capacity adapted to the normal and reasonably foreseeable requirements of air traffic between the territory of the Contracting Party which has designated the operating airlines and the countries of ultimate destination of the traffic.

3. The total capacity provided by the airlines designated by each of the Contracting Parties for the operation of the agreed services on the same sections of the specified routes terminating in their respective territories shall be maintained in reasonable relationship to the traffic demand.

4. No distinction shall be made by the Contracting Parties in their own territories between the designated airlines and foreign airlines.

Article VII

When, in the interests of economical operation, aircraft of different capacity are used on different sections of the specified routes, the point of change of aircraft being situated in the territory of one of the Contracting Parties, such change shall not be inconsistent with the provisions of this Agreement relating to transport and capacity. In such cases, the second aircraft shall be required to provide a connecting service with the first aircraft and shall await its arrival unless operational exigencies make this impossible.

Article VIII

The rights granted may not be improperly exercised by the airline or airlines designated by one of the Contracting Parties to the detriment or disadvantage of any airline of the other Contracting Party operating regular transport services on all or part of the same route.

Article IX

(a) Rates shall be fixed at reasonable levels, due regard being paid to all relevant factors, including economical operation, reasonable profit, the characteristics of each service (including standards of speed and accommodation), and the rates charged by other airlines on the specified routes.

(b) The rates to be charged by any designated airline in respect of traffic between the territories of the Contracting Parties or between the territory of third countries and that of one of the Contracting Parties shall be determined as follows :

1. In accordance with the recommendations of any organization of which the designated airlines of the Contracting Parties are members ;
2. By direct agreement between the designated airlines, if one of them is not a member of such an organization, or if there are no such recommendations as are referred to in sub-paragraph 1 above. If one of the Contracting Parties has not designated an airline to operate on a specified route or if the rates for this route have not been fixed in accordance with sub-paragraph 1 above, the designated airline or airlines of the other Contracting Party operating on that route shall fix their own rates.

(c) The rates established in this way shall be submitted to the aeronautical authorities of the Contracting Parties for approval and shall become effective thirty days after their communication to the said authorities, unless the latter signify their objection before the expiry of this period.

(d) If the designated airlines are unable to reach agreement on the rates in accordance with paragraph (b), sub-paragraph 2, above, the aeronautical authorities of the Contracting Parties shall endeavour to reach a satisfactory settlement and shall give effect to it. In the last resort, the matter shall be referred to arbitration as provided in article XVIII below.

Pending the settlement of the dispute, either by direct negotiations between the aeronautical authorities of the Contracting Parties or in accordance with article XVIII below, the rates in force shall continue to apply, or, if no rates exist, the designated airlines shall apply reasonable rates.

Article X

(a) The aeronautical authority or the designated airline or airlines of each Contracting Party shall transmit to the aeronautical authority of the other Contracting Party as promptly as possible, time-tables, rate schedules and any other information relating to the operation or modification of the agreed services.

(b) The aeronautical authority or the designated airline or airlines of each Contracting Party shall transmit to the aeronautical authority of the other Contracting Party statistics relating to the traffic of the agreed services to and from the territory of the other Contracting Party, and to the traffic in transit through that territory, showing the destination and origin of the traffic.

Article XI

1. Each Contracting Party agrees that the duties and charges imposed on the designated airline or airlines of the other Contracting Party for the use of airports and other technical installations shall not be higher than the duties and charges paid by all other foreign airlines engaged in similar international services.

2. Fuel and lubricating oil taken on board and spare parts and regular equipment introduced into the territory of one Contracting Party for the exclusive use of aircraft belonging to the designated airline or airlines of the other Contracting Party and employed on the agreed services shall be accorded, on a basis of reciprocity, treatment as favourable as that granted to all foreign airlines engaged in similar international services with respect to customs duties, inspection fees or other national duties and charges.

3. Aircraft operate by the designated airline or airlines of one Contracting Party on the specified routes, and fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board such aircraft shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees and other national duties and charges even though such supplies be used or consumed on flights over that territory.

4. Articles exempted under paragraph 3 above may be unloaded in the territory of one Contracting Party only with the consent of the customs authorities of that Contracting Party. Between flights they shall be subject to supervision by the said authorities, but this shall not preclude their movement and use for technical purposes.

Article XII

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by either Contracting Party shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services. Each Contracting Party reserves the right, however, to refuse to recognize for the purpose of flight over its own territory certificates of competency and licences issued to its own nationals by another State.

Article XIII

Aircraft belonging to the designated airline or airlines of the Contracting Parties and employed on the agreed services and members of their crews, shall carry the following documents :

- (a) Certificate of registration ;
- (b) Certificate of airworthiness ;
- (c) Certificates of competency and appropriate licences for each member of the crew ;
- (d) Journey log book ;
- (e) Aircraft radio station licence ;
- (f) Passenger list ;
- (g) Manifest and detailed declaration of cargo ;
- (h) If required, a special permit to carry certain types of cargo by air.

Article XIV

1. Each Contracting Party undertakes to render the same measure of assistance in its territory to aircraft of the other Contracting Party employed in operating the agreed services which are in distress as it would to its own aircraft engaged in similar international services. This undertaking shall cover in like measure searches for missing aircraft.

2. In the event of such an aircraft being involved in an accident resulting in death or serious injury, or serious damage to the aircraft, the Contracting Party in whose territory the accident occurred shall institute an inquiry into the cause and circumstances of the accident. The Contracting Party to which the aircraft belongs shall be permitted to send observers to attend such an inquiry. The Contracting Party conducting the inquiry shall report the result and findings thereof to the other Contracting Party.

Article XV

1. The laws and regulations of either Contracting Party relating to the admission to, stay in and departure from its territory of aircraft engaged in international air navigation or to the operation of such aircraft on and over that territory shall apply to aircraft of the designated airline or airlines of the other Contracting Party.

2. The laws and regulations of either Contracting Party relating to the admission to, stay in, and departure from its territory of passengers, crews, mail and cargo, such as those relating to control formalities, including currency, immigration, passport, customs and quarantine, shall apply to the passengers, crews, mail and cargo carried on board the aircraft of the designated airline or airlines of the other Contracting Party while within that territory.

Article XVI

In a spirit of close collaboration, the aeronautical authorities of the Contracting Parties shall consult with each other from time to time with a view to satisfying themselves that the principles laid down in this Agreement are being properly applied and carried out and shall exchange all the information necessary for this purpose.

Article XVII

1. If either Contracting Party considers it desirable to modify any clause of this Agreement it may at any time request, through the diplomatic channel, negotiations on the matter between the aeronautical authorities of the two Contracting Parties. These negotiations shall begin within a period of sixty days from the date of the request. If the said authorities agree on the modifications

to be made, the latter shall enter into force only after each of the Contracting Parties has notified the other Party of the ratification or approval of the modifications in accordance with its constitutional procedures.

2. If either of the Contracting Parties considers it necessary to modify or add to any clause of the annex, the aeronautical authorities of the Contracting Parties may by agreement make such modification or addition by means of an arrangement in writing fixing the date of its entry into effect. Consultations between the said authorities shall take place within a period of sixty days from the date of the request.

Article XVIII

A. The Contracting Parties shall endeavour to settle by direct negotiations any dispute relating to the interpretation or application of this Agreement which may arise between them.

B. If the direct negotiations do not result in an agreement within a period of ninety days :

1. The Contracting Parties may agree to refer the dispute to an arbitral tribunal or to some other person or body.
2. If the Contracting Parties do not accept the arbitral procedure or if, having accepted it, they are unable to reach agreement upon the choice of arbitrators within a period of thirty days, either Contracting Party may request the Permanent Court of Arbitration at The Hague to settle the dispute.
3. The decisions of the Permanent Court of Arbitration at The Hague shall be binding on the two Contracting Parties. If either of the Contracting Parties or its designated airlines fail to comply with the arbitral decision, the other Contracting Party may limit or withdraw temporarily or permanently the rights which it has granted to them by virtue of this Agreement.
4. Pending the settlement of any dispute which may have arisen the Contracting Parties shall continue to enjoy all the rights granted to them by virtue of this Agreement.

These provisions shall be without prejudice to the provisions of article XIX.

Article XIX

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate this Agreement. The Agreement shall terminate twelve months after the date on which notice is given by one of the Contracting Parties, unless the notice is withdrawn by agreement before the expiry of that period.

Article XX

A. For the purposes of this Agreement and its annex :

1. The term “*territory*” means the land areas and territorial waters adjacent thereto, including the air space, under the sovereignty of the State in question.
2. The term “*air service*” means any scheduled air service performed by aircraft for the public transport of passengers, mail and cargo.
3. The term “*international air service*” means any air service which passes through the air space over the territory of more than one State.
4. The term “*airline*” means any air transport enterprise offering or operating an international air service.
5. The term “*designated airlines*” means any airline which one Contracting Party has chosen for the operation of the agreed services and which has been designated in conformity with the provisions of article II of this Agreement.
6. The term “*specified route*” means any air route following a fixed itinerary.
7. The term “*aeronautical authority*” means :
 - (a) In the case of Egypt : the department of Civil Aviation.
 - (b) In the case of Yugoslavia : the Directorate General of Civil Aviation.

These bodies may be replaced by any other body which may hereafter be authorized to assume the functions at present exercised by them.

B. The annex to this Agreement shall be deemed to constitute an integral part thereof and all reference to the Agreement shall include reference to the annex, except where otherwise provided.

Article XXI

This Agreement shall be brought into harmony with any multilateral aeronautical convention which may become binding on the Contracting Parties.

Article XXII

The Contracting Parties shall notify the International Civil Aviation Organization of this Agreement and its annex, and of any modifications or denunciation thereof, in so far as they are bound to do so under their international commitments.

Article XXIII

This Agreement shall enter into force on the date on which the Contracting Parties notify each other by an exchange of notes that they have completed the formalities for ratification or approval in accordance with their respective constitutional procedures.

IN WITNESS WHEREOF the plenipotentiaries, duly authorized thereto by their respective Governments, have signed this Agreement, done in the French language, and have thereto affixed their seals.

DONE at Cairo on 20 February 1955.

The texts in the Arabic and Serbo-Croat languages shall be equally authentic.

For the Government
of the Republic of Egypt :

MOHAMED SIDKY MAHMOUD

For the Government
of the Federal People's
Republic of Yugoslavia :

Marko P. NIKOZIĆ

A N N E X

1. The airline or airlines designated by the Government of the Republic of Egypt shall have the right to operate air services on the route specified below, in both directions, and to land for traffic purposes in Yugoslavia at the point specified in this paragraph.

Route serving and crossing Yugoslav territory :

Cairo–Athens–Belgrade and beyond.

2. The airline or airlines designated by the Government of the Federal People's Republic of Yugoslavia shall have the right to operate air services on the route specified below, in both directions and to land for traffic purposes in Egypt at the point specified in this paragraph.

Route serving and crossing Egyptian territory :

Belgrade–Athens–Cairo and beyond.

3. The sale of tickets and the provision of ground services for the airlines designated by one Contracting Party shall be effected in the territory of the other Contracting Party by agencies possessing the nationality of the latter Party and approved by its aeronautical authority.