

**No. 18805**

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**FEDERAL REPUBLIC OF GERMANY  
and  
ALGERIA**

**Air Transport Agreement (with exchange of notes). Signed  
at Bonn on 6 May 1976**

*Authentic texts: German and French.*

*Registered by the International Civil Aviation Organization on 12 May 1980.*

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**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE  
et  
ALGÉRIE**

**Accord relatif au transport aérien (avec échange de notes).  
Signé à Bonn le 6 mai 1976**

*Textes authentiques : allemand et français.*

*Enregistré par l'Organisation de l'aviation civile internationale le 12 mai 1980.*

[TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE FEDERAL  
REPUBLIC OF GERMANY AND THE PEOPLE'S DEMOCRATIC  
REPUBLIC OF ALGERIA

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The Federal Republic of Germany and the People's Democratic Republic of Algeria,

Hereinafter referred to as "the Contracting Parties",

Desiring to promote the development of air transport between their respective territories and to further international co-operation in this field to the greatest possible extent on the basis of the principles and provisions of the Convention on International Civil Aviation signed at Chicago on December 7, 1944,<sup>2</sup>

Have agreed as follows:

*Article 1.* 1) For the purposes of this Agreement and the route schedule, unless the text otherwise requires:

(a) The term "territory" in relation to a State means the land areas and territorial waters adjacent thereto, over which that State exercises its sovereignty.

(b) The term "aeronautical authorities" means, in the case of the Federal Republic of Germany, the Federal Minister of Transport and, in the case of Algeria, the Minister for Civil Aviation or, in both cases, any person or agency authorized to perform the functions exercised by the said authorities.

(c) The term "designated airline" means an airline which one Contracting Party shall have designated by written notification to the other Contracting Party, in accordance with article 3 of this Agreement, as being an airline which shall operate international air services over agreed routes.

2) The terms "air service", "international air service" and "stop for non-traffic purposes" shall have, for the purpose of this Agreement, the meanings laid down in article 96 of the most recent text in force of the Convention on International Civil Aviation of 7 December 1944.

*Article 2.* 1) Each Contracting Party shall grant to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the route schedule and agreed upon in an exchange of diplomatic notes. Such services and routes shall hereinafter be referred to respectively as "agreed services" and "specified routes".

2) Subject to the provisions of this Agreement, the designated airline of each Contracting Party shall enjoy, while operating agreed services on specified routes the following rights:

(a) The right to fly across the territory of the other Contracting Party without landing;

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<sup>1</sup> Came into force on 9 June 1979, i.e., 30 days following the date on which both Governments notified each other, through the diplomatic channel, that the required constitutional procedures had been fulfilled, in accordance with article 18.

<sup>2</sup> 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; vol. 514, p. 209; vol. 740, p. 21; vol. 893, p. 117; vol. 958, p. 217, and vol. 1008, p. 213.

- (b) The right to make stops in the said territory for non-traffic purposes; and
- (c) The right to make stops in the said territory at the points specified for that route for the purpose of setting down and taking up passengers, mail and cargo in international traffic.

*Article 3.* 1) Operation of the international air services on the specified routes may be started at any time, provided:

- (a) That the Contracting Party to whom the rights specified in article 2, paragraph 2, are granted, has designated an airline in writing; and
- (b) That the Contracting Party granting these rights has authorized that airline to initiate the air services.

2) The Contracting Party granting these rights shall, subject to the provisions of paragraphs 3 and 4 of this article and subject to the provisions of article 10 of this Agreement, give without delay the said authorization to operate the international air service.

3) Designated airlines may be required by the aeronautical authorities of the Contracting Party granting these rights to satisfy it that they are qualified to meet the requirements prescribed under the laws and regulations normally applied by these authorities to govern the operation of commercial airlines.

4) Each Contracting Party may withhold the exercise of the rights provided for in article 2 of this Agreement from any airline designated by the other Contracting Party if such airline is not able to prove upon request that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in nationals or corporations of that Contracting Party.

*Article 4.* 1) Each Contracting Party may revoke, or limit by the imposition of conditions, the authorization granted in accordance with article 3, paragraph 2, of this Agreement, in the event of failure by a designated airline to comply with the laws and regulations of the Contracting Party granting the rights, or to comply with the provisions of this Agreement or to fulfil the obligations arising therefrom. This shall also apply if the proof referred to in article 3, paragraph 4, is not furnished. However, each Contracting Party shall exercise this right only after consultations, as provided for in article 12 of this Agreement, unless an immediate suspension of operations or imposition of restrictive conditions is necessary to avoid further infringements of laws or regulations.

2) Each Contracting Party shall have the right, by means of written notification to the other Contracting Party, to replace, subject to the provisions of article 3 of this Agreement, an airline which it has designated by another airline.

*Article 5.* 1) Aircraft operated on international air services by the designated airline of either Contracting Party, as well as their regular equipment, supplies of fuel and lubricants, and aircraft stores (including food, beverages and tobacco), shall be exempt from all customs duties, inspection fees and other similar fees and charges, on arriving in the territory of the other Contracting Party, provided that such equipment and supplies remain on board the aircraft up to such time as they are re-exported. The aircraft shall remain subject to possible inspection by the customs authorities.

2) The following shall also be exempt from all customs duties, inspection fees and other similar fees and charges, with the exception of fees or charges corresponding to the service performed:

- (a) Aircraft stores, equipment and other supplies, of any origin, taken on board in the territory of a Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board aircraft engaged in an international air service of the other Contracting Party;
- (b) Spare parts introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international air services by the designated airline of the other Contracting Party;
- (c) Fuel and lubricants for aircraft used on international air services by the designated airline of the other Contracting Party even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they have been taken on board.

Each Contracting Party may keep the materials referred to above under customs control.

3) Regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or have been the subject of a customs declaration.

*Article 6.* 1) There shall be fair and equal opportunity for the designated airlines of the Contracting Parties to operate the agreed services.

2) In operating the agreed services on the specified routes, the designated airline of each Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same route.

3) On each of the routes specified in the route schedule, the agreed services shall have as their objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for international air service originating from or bound for the territory of the Contracting Party which has designated the airline operating the said services.

4) The right of the designated airline of a Contracting Party to take up or set down passengers, mail and cargo on its international air service in the territory of the other Contracting Party between points along the specified routes and points in third countries shall be exercised in the interests of an orderly development of international air transport in such a way that capacity is related to:

- (a) The traffic demand to and from the territory of the Contracting Party designating the airline;
- (b) The traffic demand existing in the areas traversed, with due regard to local and regional air services;
- (c) The requirements of an economical operation of transit routes.

5) The capacity to be provided, the frequency of services and the types of aircraft to be used by the designated airlines of the Contracting Parties for operating the agreed services must be agreed upon between the designated airlines of the Contracting Parties on the basis of the principles laid in paragraphs 1 to 4 above. Such an agreement must have the approval of the aeronautical authorities of the two Contracting Parties.

6) If the designated airlines of the Contracting Parties do not reach agreement, the matters referred to in paragraph 5 shall be settled by agreement between the aeronautical authorities of the Contracting Parties.

7) Until such time as an agreement is reached between the designated airlines in accordance with paragraph 5, or between the aeronautical authorities of the Contracting Parties in accordance with paragraph 6, the existing conditions of operation shall continue to apply.

*Article 7.* 1) The designated airlines shall submit for approval to the aeronautical authorities of the Contracting Parties, not later than 30 days prior to starting their respective services, the nature of such services, the types of aircraft to be used, and the timetables. The same procedure shall apply, *mutatis mutandis*, to any subsequent changes.

2) The aeronautical authorities of each Contracting Party shall provide, to the aeronautical authorities of the other Contracting Party, at their request, such periodic or other statistical data on the designated airlines as may reasonably be required for the purpose of reviewing the capacity provided by a designated airline of the first Contracting Party on the specified routes. Such data shall include all the information necessary for determining the volume, origin and destination of such traffic.

*Article 8.* Each airline designated by either Contracting Party may maintain and employ its own personnel for its business transactions in the airports and cities in the territory of the other Contracting Party where it intends to maintain its agency. If a designated airline refrains from establishing its own organization at airports in the territory of the other Contracting Party, it shall have its work performed, so far as possible, by the personnel of such airports or of an airline designated by the other Contracting Party in accordance with article 3, paragraph 1, subparagraph (a), of this Agreement.

*Article 9.* Each Contracting Party shall grant to the designated airline of the other Contracting Party the right of free transfer, at the official rate of exchange, of the excess of its receipts over expenditure earned in its territory from the carriage of passengers, mail and cargo, in accordance with the exchange regulations in force.

*Article 10.* 1) The rates for passengers and cargo on the specified routes shall be established with due regard to all relevant factors, including the cost of operation, reasonable profit, special characteristics of the various routes and the rates charged by other airlines serving all or part of the same route.

2) The rates shall, if possible, be agreed for each route between the designated airlines concerned. For this purpose the designated airlines shall be guided by such decisions as are applicable under the traffic conference procedures of the International Air Transport Association (IATA), or shall, if possible, agree on such rates directly among themselves after consulting with airlines of third countries which operate over the same routes or parts thereof.

3) Any rates so agreed shall be submitted for approval to the aeronautical authorities of both Contracting Parties not later than 30 days prior to the proposed date of their introduction. This period may be reduced in special cases if the aeronautical authorities so agree.

4) If no agreement is reached between the designated airlines in accordance with paragraph 2 above, or if one of the Contracting Parties does not consent to the rates submitted for its approval in accordance with paragraph 3 above, the aeronautical authorities of the two Contracting Parties shall jointly establish these rates for routes or parts thereof on which there is no agreement or consent.

5) If no agreement as envisaged in paragraph 4 above is reached between the aeronautical authorities of the two Contracting Parties, article 14 of this Agreement shall apply. Until such time as an arbitral award has been rendered, the Contracting Party which has withheld its consent to a given rate shall be entitled to require the other Contracting Party to maintain the rate previously in effect.

*Article 11.* Whenever necessary, and in a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other with a view to ensuring the satisfactory implementation of the provisions of this agreement and, where necessary, to agreeing on amendments to the route schedule.

*Article 12.* Either Contracting Party may, at any time, request a consultation with the other Contracting Party in order to discuss amendments to this Agreement or to the route schedule, or to discuss points of interpretation. This shall also apply to discussions on the implementation of the Agreement or of amendments to the route schedule if, in the view of one of the Contracting Parties, the procedure referred to in article 11 has failed. The consultation shall begin within 60 days from the date on which the other Contracting Party receives the request.

*Article 13.* 1) Where an amendment to the route schedule is agreed on as a result of the meetings referred to in article 11 between the aeronautical authorities, or of consultations between the Contracting Parties under article 12, the amendment shall enter into force after an exchange of diplomatic notes.

2) Where the Contracting Parties agree on amendments to this Agreement, such amendments shall enter into force in accordance with article 18.

*Article 14.* 1) If a dispute relating to the interpretation or application of this Agreement cannot be settled in accordance with article 12, it shall be submitted to an arbitral tribunal if one of the Contracting Parties so requests.

2) The arbitral tribunal shall be constituted on an *ad hoc* basis in such a manner that each of the Contracting Parties shall designate one arbitrator, and the two arbitrators shall agree on a national of a third country who shall be designated as chairman by the Governments of the Contracting Parties. The arbitrators shall be designated within 60 days and the chairman within 90 days following notification by either Contracting Party to the other of its intention to submit the dispute to an arbitral tribunal.

3) In the event of failure to comply with the time-limits prescribed in paragraph 2 above, either Contracting Party may, in the absence of any other arrangement, request the President of the Council of the International Civil Aviation Organization (ICAO) to make the necessary designations. If the President is a national of either Contracting Party, or if he is otherwise prevented, the Vice-President, if he is a national of a third country, shall make the necessary designation.

4) The decision of the arbitral tribunal shall be by majority vote and shall be binding on both Contracting Parties. Each Contracting Party shall bear the cost of its own arbitrator and of its representation at the arbitral proceedings. The cost of

the chairman and the other incidental costs shall be borne in equal parts by the Contracting Parties. In all other respects, the arbitral tribunal shall determine its own procedure.

*Article 15.* If both Contracting Parties accede to a general multilateral air transport convention, the provisions of the multilateral convention shall prevail. Any discussion aimed at determining the extent to which this Agreement is terminated, superseded, amended or supplemented by a multilateral convention shall take place in accordance with article 12 above.

*Article 16.* Either Party may, at any time, denounce this Agreement by notifying the other. Such notification shall be simultaneously transmitted to the International Civil Aviation Organization.

If denounced, this Agreement shall cease to have effect 12 months after the date of receipt of the notification by the other Contracting Party, unless the notification is withdrawn by agreement before the end of the said period.

In the absence of acknowledgement of receipt by the other Contracting Party, notification shall be deemed to have been received 15 days after it is received at the headquarters of the International Civil Aviation Organization.

*Article 17.* This Agreement, any amendments thereto and any exchange of notes under article 2, paragraph 1, shall be communicated to the International Civil Aviation Organization for registration.

*Article 18.* This Agreement shall enter into force 30 days after the date on which the two Governments have notified each other through the diplomatic channel that the respective constitutional requirements for such entry into force have been fulfilled.

DONE at Bonn, on 6 May 1976, in duplicate in the German and French languages, the two texts being equally authentic.

For the Federal Republic of Germany:

PETER HERMES

For the People's Democratic Republic of Algeria:

M. SAHNOUN

## EXCHANGE OF NOTES

### I

MINISTRY OF FOREIGN AFFAIRS

Bonn, 6 May 1976

Sir,

I have the honour to propose to you, pursuant to article 2, paragraph 1, of the Air Transport Agreement signed today between the Federal Republic of Germany

and the People's Democratic Republic of Algeria, the following Arrangement on behalf of the Government of the Federal Republic of Germany:

The air services between our respective territories may be operated on the routes specified in the following route schedule:

ROUTE SCHEDULE

I. Routes to be operated by the airline designated by the Federal Republic of Germany:

<sup>1</sup> Points of origin	<sup>2</sup> Intermediate points	<sup>3</sup> Points in the territory of the People's Democratic Republic of Algeria	<sup>4</sup> Points beyond
Points in the Federal Republic of Germany	None	Algiers	Points beyond

II. Routes to be operated by the airline designated by the People's Democratic Republic of Algeria:

<sup>1</sup> Points of origin	<sup>2</sup> Intermediate points	<sup>3</sup> Points in the territory of the Federal Republic of Germany	<sup>4</sup> Points beyond
Points in the People's Demo- cratic Republic of Algeria	None	Frankfurt	Points beyond

III. The points situated beyond the territory of the Federal Republic of Germany and the territory of the People's Democratic Republic of Algeria, respectively, shall be subsequently determined in accordance with the Agreement.

If the Government of the People's Democratic Republic of Algeria agrees with the above route schedule, this note together with your note of reply expressing the agreement of your Government shall constitute an arrangement between our Governments to enter into force on the same day as the aforesaid Agreement.

Accept, Sir, etc.,

[Signed]

HERMES

His Excellency Mr. Mohamed Sahnoun  
Ambassador of the People's Democratic Republic  
of Algeria  
Bonn

II

EMBASSY OF THE PEOPLE'S DEMOCRATIC REPUBLIC OF ALGERIA

Bonn, 6 May 1976

Sir,

I have the honour to acknowledge receipt of your note of today's date which reads as follows:

[See note I]



I have the honour to inform you that the Government of the People's Democratic Republic of Algeria endorses the route schedule specified in your note and agrees that your note, together with the present note of reply, shall constitute an arrangement between our Governments, to enter into force the same day as the Air Transport Agreement signed today between the People's Democratic Republic of Algeria and the Federal Republic of Germany.

Accept, Sir, etc.

[M. SAHNOUN]

His Excellency Dr. Peter Hermes  
Secretary of State in the Ministry of Foreign Affairs  
Bonn

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