

No. 24597

**OMAN
and
TUNISIA**

**Air Transport Agreement (with annex). Signed at Muscat
on 16 November 1985**

Authentic text: Arabic.

Registered by Oman on 9 January 1987.

**OMAN
et
TUNISIE**

**Accord relatif au transport aérien (avec annexe). Signé à
Mascate le 16 novembre 1985**

Texte authentique : arabe.

Enregistré par l'Oman le 9 janvier 1987.

[TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE SULTANATE OF OMAN AND THE GOVERNMENT OF THE REPUBLIC OF TUNISIA

The Government of the Sultanate of Oman and the Government of the Republic of Tunisia, being Parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944,²

Desiring to conclude an Agreement complementary to the said Convention in the field of air transport,

Have agreed as follows:

Article 1. DEFINITIONS

For the purpose of this Agreement, unless the text otherwise requires:

(a) "The Convention" means the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944 and includes any annex adopted under article 90 of that Convention and any amendment made to the annexes or the Convention under articles 90 and 94 thereof, provided that such annexes and amendments have entered into force or been ratified by both Contracting Parties;

(b) The term "aeronautical authorities" means in the case of the Government of the Sultanate of Oman, the Minister of Communications or any person or agency entrusted with the exercise of the powers currently vested in him or with similar powers and, in the case of the Government of the Republic of Tunisia, the Ministry of Transport and Communications (Civil Aviation Department) or an agency entrusted with the exercise of the powers currently vested in it or with similar powers);

(c) The term "designated airline" means an airline designated and authorised under article 3 of this Agreement;

(d) The term "territory" has in respect of any State, the meaning specified in article 2 of the Convention;

(e) The terms "air service", "international air service", "airlines" and "stop for non-traffic purpose" have the meanings specified for each in article 96 of the Convention;

(f) The terms "agreed air services" and "specified routes" mean the air services specified in the schedule of routes annexed to this Agreement;

(g) The term "capacity" in relation to any aircraft means the payload of that aircraft available on a route or section of a route;

(h) The term "capacity" in relation to an "agreed air service" means the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period and route or section of a route.

¹ Came into force provisionally on 16 November 1985, the date of signature, and definitively on 24 July 1986, the date of the exchange of notes by which the Contracting Parties informed each other of the completion of their constitutional procedures, in accordance with article 19.

² 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; vol. 1008, p. 213, and vol. 1175, p. 297.

Article 2. GRANTING OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing and operating the agreed air services. The airline designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:

- (a) To fly without landing across the territory of the other Contracting Party;
- (b) To make stops in the said territory for non-traffic purposes;
- (c) To take on and discharge passengers, cargo and mail at any point on the specified routes in accordance with the provisions contained in the schedule of routes annexed to this Agreement.

2. Nothing in paragraph 1 of this article shall confer on the designated airline of one Contracting Party the right to take on in the territory of the other Contracting Party passengers, cargo or mail, with or without remuneration or hire, destined for another point in the territory of the other Contracting Party.

Article 3. DESIGNATION OF AIRLINES

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline for the purpose of operating the agreed service on the specified route.

2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this article, without delay grant to the airline designated the appropriate authorizations.

3. The civil aviation authorities of either Contracting Party may request an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

4. Each Contracting Party reserves its right not to grant the operating authorizations referred to in paragraph 2 of this article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in article 2 of this Agreement in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

5. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of article 9 of this Agreement is in force in respect of those services.

Article 4. REVOCATION OR SUSPENSION OF AUTHORIZATIONS

1. Each Contracting Party reserves the right to revoke an operating authorization or to suspend the exercise of the rights specified in article 2 of this Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

- (a) Where it is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals;
- (b) Where that airline fails to comply with the laws and regulations of the Contracting Party granting these rights; or

(c) Where that airline fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this article is essential to prevent further infringement of laws or regulations, such rights shall be exercised only after consultation with the other Contracting Party.

3. In the event of action by one Contracting Party under this article, the rights of the other Contracting Party as set forth in article 13 of this Agreement shall not be prejudiced.

*Article 5. EXEMPTIONS FROM CUSTOMS DUTIES
AND OTHER CHARGES*

1. Aircraft operated by the designated airlines of either Contracting Party, as well as their supplies of fuels and lubricants, spare parts and regular equipment and aircraft stores (including food, beverages and tobacco), shall be exempted, on arriving in the territory of the other Contracting Party or taken on board in that territory, for the sole purpose of being used by or on board aircraft of that company, from customs duties, inspection fees and any similar duties or taxes in the territory of the other Contracting Party, even if the aircraft consumes such supplies on flights inside that territory.

2. Supplies of fuels or lubricants, spare parts and regular equipment and aircraft stores (including food, beverages and tobacco), retained on board an aircraft of the designated airline of either Contracting Party shall be exempted from customs duties, inspection fees and any similar duties or taxes in the territory of the other Contracting Party, even where such aircraft consumes its supplies on flights inside that territory. The cargo thus exempted may be unloaded only with approval of the customs authorities of the other Contracting Party. It shall be placed under customs control up to such time as it is re-exported under the supervision of the customs authorities.

3. The charges imposed or authorized to be imposed by either Contracting Party on the designated airline of the other Contracting Party for the use of airports and other facilities under its administration shall not be higher than those paid by the national airlines of that Party engaged in similar international air services for the use of those same airports and other facilities.

Article 6. APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations in force in the country of each Contracting Party shall apply to the navigation and operation of the aircraft of the designated airline of each Contracting Party during their entry into, stay in, departure from or flight over the territory of the other Contracting Party.

2. The laws and regulations in force in the country of either Contracting Party relating to the entry into or departure from its territory of passengers, crews and cargo, in particular passport, customs, currency, medical and quarantine procedures shall apply to the passengers, crews and cargo of aircraft entering or departing from the territory of either Contracting Party on board the aircraft of the designated airline of the other Contracting Party.

*Article 7. PRINCIPLES GOVERNING THE OPERATION
OF THE AGREED SERVICES*

1. There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

2. In operating the agreed services, 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. The agreed air services provided by the airline designated by the two Contracting Parties shall bear close relationship to the requirements for public transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements of the carriage of passengers and cargo including mail originating from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers and cargo including mail both taken on board and discharged at points on the specified routes in the territories of States other than those designated by the airline shall be made in accordance with the general principles which require that capacity shall be in conformity with:

- (a) Traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- (b) Traffic requirements of the area through which the agreed service passes, after taking account of other transport services established by airlines of the States comprising the area;
- (c) The requirements of through airline operation;
- (d) Before beginning to operate the agreed services, the capacity provided and any subsequent modification thereof must be the subject of agreement between the designated airlines of the two Contracting Parties and submitted for approval to the civil aviation authorities of the two Contracting Parties.

Article 8. APPROVAL OF FLIGHT SCHEDULES

The designated airline of each Contracting Party shall submit for approval to the aviation authorities of the other Contracting Party flight schedules containing the types of aircraft to be used at least 30 days before the initiation of services on the specified routes. That shall apply also to any subsequent changes. This period may be reduced in special cases subject to the approval of the said authorities.

Article 9. TARIFFS

1. In the following paragraphs, the term "tariff" means the prices to be paid for the carriage of passengers and cargo and the conditions to which those prices are subject, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail.

2. The tariffs to be charged by the airline of one Party for carriage to or from the territory of the other Party shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit and the tariffs of the other airlines.

3. The tariffs referred to in paragraph 2 of this article shall, if possible, be agreed by the airlines concerned of both Parties, after consultation with the other airlines operating over the whole or a section of the route, and such agreement shall, wherever possible, be reached by the use of the procedures of the International Air Transport Association for the working out of tariffs.

4. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of both Parties at least 45 (forty-five) days before the proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the said authorities.

5. This approval may be given expressly. If neither of the aeronautical authorities has expressed disapproval within 30 days from the date of submission, in accordance with paragraph 4 of this article, these tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided in paragraph 4, the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than 30 (thirty) days.

6. If a tariff cannot be agreed in accordance with paragraph 3 of this article, or if, during the period applicable in accordance with paragraph 5 of this article, one aeronautical authority gives the other aeronautical authority notice of its disapproval of any tariff agreed in accordance with the provisions of paragraph 3, the aeronautical authorities of the two Parties shall, after consultation with the aeronautical authorities of any other State whose advice they consider useful, endeavour to determine the tariff by mutual agreement.

7. If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph 4 of this article, or under determination of any tariff under paragraph 6 of this article, the dispute shall be settled in accordance with the provisions of article 13 of this Agreement.

8. A tariff established in accordance with the provisions of this article shall remain in force until a new tariff has been established. Nevertheless, a tariff shall not be prolonged by virtue of this paragraph for more than 12 months after the date set for its expiry.

Article 10. EXCHANGE OF INFORMATION

1. The aeronautical authorities of both Contracting Parties shall exchange as soon as possible information on valid authorizations granted to the airlines designated by each of them to provide services to, over and from the territory of the other Contracting Party. This shall include copies of valid certificates and authorizations for services on the specified routes, as well as modifications, exemption orders and authorized service forms.

2. Each Contracting Party shall request its designated airline to furnish the aeronautical authorities of the other Contracting Party as far in advance as possible with copies of tariffs and schedules, including any modification thereof and all other information relating to the operation of the agreed services. That shall include information concerning the capacity offered on each of the specified routes and any other information that may be requested in order to satisfy the aeronautical authorities of the other Contracting Party of full observance of the conditions of this Agreement.

3. Each Contracting Party shall request its designated airline to furnish the aeronautical authorities of the other Contracting Party with statistical data relating to traffic on the agreed services, stating points of origin and destination.

*Article 11. EXEMPTION FROM TAXATION
AND TRANSFER OF EXCESS OF RECEIPTS*

1. The two Parties shall endeavour to conclude as soon as possible a bilateral convention for the avoidance of double taxation on profits arising from the exercise by the airlines of both countries of their activity in this field.

2. Each Contracting Party shall grant to the designated airline of the other Contracting Party the free right to transfer, at the prevailing rates of exchange for current payments, the excess of receipts over expenditure, achieved in its territory in connection with the carriage of passengers, mail and cargo.

3. If either Contracting Party imposes any restrictions on the transfer of the excess of receipts over expenditure achieved by the designated airline of the other Contracting Party, the last-mentioned party shall have the right to impose similar restrictions on the designated airline of the former Contracting Party.

Article 12. CONSULTATIONS

1. In a spirit of close co-operation, the aeronautical authorities of each Contracting Party shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the schedules annexed thereto. They shall also consult each other, as necessary, in order to make amendment thereto.

2. Either Contracting Party may request in writing that consultations be entered into. Such consultations shall commence within 60 days from the date of receipt of the request, unless the Contracting Parties decide to extend this period.

Article 13. SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiations.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body, or, if they do not so agree, the dispute may, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of 60 (sixty) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute, and the third arbitrator shall be appointed within a further period of 60 (sixty) days.

If either of the Contracting Parties fails to nominate an arbitrator within the period specified or the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as the president of the arbitration body.

3. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this article.

Article 14. IMPLEMENTATION OF MULTILATERAL TREATIES

In the event of the conclusion of multilateral air transport conventions or treaties to which the Contracting Parties accede, the Agreement shall be amended to conform with the provisions of the said treaties and conventions.

Article 15. AMENDMENT

1. If either of the Contracting Parties considers it desirable to amend any provisions of this Agreement, including the route schedules which constitute an inseparable part thereof, it shall request consultations in accordance with the provisions of article 12 of this Agreement. Such consultations may be effected through an exchange of communications.

2. If the amendment relates to the provisions of the Agreement and not to the route schedules, approval of it by each Contracting Party must be effected in accordance with its constitutional procedures. The amendment shall come into force when it has been confirmed by an exchange of notes through diplomatic channels.

3. If the amendment is confined to the provisions of the route schedules, it may be agreed on between the aeronautical authorities of each Contracting Party.

Article 16. REGISTRATION
WITH THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

This Agreement and any amendments thereto shall be registered with the International Civil Aviation Organization.

Article 17. TERMINATION OF THE AGREEMENT

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement, transmitting such notice at the same time to the International Civil Aviation Organization. In such case, this Agreement shall terminate 12 (twelve) months from the date of receipt of the notice by the other Contracting Party, unless agreement is reached to withdraw this notice before the expiry of this period. If the other Contracting Party fails to acknowledge receipt of the notice, it shall be deemed to have received it 14 days after the receipt of the notice by the International Civil Aviation Organization.

Article 18. ANNEXES

The annexes to this Agreement shall be deemed to be a part of the Agreement. Any reference to the Agreement shall mean a reference to the annexes unless there is an express provision to the contrary.

Article 19. ENTRY INTO FORCE

This Agreement shall be ratified by both Contracting Parties in accordance with the constitutional procedures in force in each country. It shall enter into force provisionally on the date of signature and definitively on the date of the exchange of diplomatic notes confirming the completion of compliance with these procedures.

IN WITNESS WHEREOF the undersigned representatives, being duly authorized by their respective Governments, have signed this Agreement.

DONE on Saturday, 16 November 1985, at Muscat in the Arabic language.

For the Government of the Sultanate of Oman:

[SEYYID SALIM BIN NASSER]

For the Government of the Republic of Tunisia:

[MOHAMMED KARIM]

ANNEX I

SCHEDULE 1

1. Routes to be operated by the designated airline of the Government of the Republic of Tunisia:

<i>From</i>	<i>To</i>	<i>Intermediate points</i>	<i>Points beyond</i>
Tunis	Muscat	Athens Damascus Amman Kuwait	To be determined subsequently

2. The designated airline of the Republic of Tunisia may omit any of the above-mentioned points on any or all of its flights, provided that the agreed services on these routes shall begin from a point in the Republic of Tunisia.

3. The five freedoms shall be exercised by the carrier of each Party, as provided for in the memorandum of understanding.

SCHEDULE 2

1. Routes to be operated by the designated airline of the Government of the Sultanate of Oman:

<i>From</i>	<i>Point in the Gulf</i>	<i>To</i>	<i>Intermediate points</i>	<i>Points beyond</i>
Muscat	Abu Dhabi or Dubai or Doha or Bahrain	Tunis	Cairo Tripoli And two points to be determined subsequently	To be determined subsequently

2. The designated airline of the Government of the Sultanate of Oman may omit any of the above-mentioned points on any or all of its flights, provided that the agreed services on these routes shall begin from a point in the Sultanate of Oman.

3. The five freedoms shall be exercised by the carrier of each Party, as provided for in the memorandum of understanding.