

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC  
OF LIBERIA AND THE GOVERNMENT OF THE REPUBLIC OF  
GUINEA FOR THE ESTABLISHMENT AND OPERATION OF  
AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE  
TERRITORIES

A N N E X

1. Routes to be served by the designated airline(s) of the Government of Liberia:

a) points in Liberia via intermediate to point in Guinea and points beyond, in both directions.

2. Routes to be served by the designated airline(s) of the Guinea Government:

a) Point in Guinea - Freetown - Robertsfield - Accra - point in Nigeria, in both directions.

Points of the routes specified in this annex may, at the option of the airline(s) be omitted on any or all flights.

Handwritten signature and initials, possibly 'LBJ', with a horizontal line through them.

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF LIBERIA  
AND THE GOVERNMENT OF THE REPUBLIC OF GUINEA FOR THE ESTABLISH-  
MENT AND OPERATION OF AIR SERVICES BETWEEN AND BEYOND THEIR  
RESPECTIVE TERRITORIES

The Government of the Republic of Liberia and the Government of the Republic of Guinea, hereinafter referred to as the Contracting Parties, being Parties to the Convention on International Civil Aviation and the International Air Services Transit Agreement, both opened for signature at Chicago on the seventh day of December 1944, and desiring to stimulate civil air transportation between and beyond their respective territories have agreed as follows:

ARTICLE I

For the purpose of the present Agreement, unless the context otherwise requires:

- a) the term "aeronautical authorities" means, in the case of the Republic of Guinea, the General Direction of Civil Aviation, or any person or body authorized to perform such functions exercised by the said body and, in the case of the Republic of Liberia, the Postmaster General or any person or body authorized to perform any functions exercised by the said Postmaster General or similar functions;
- b) the terms "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
- c) the term "designated airline" means an airline which one Contracting Party shall have designated in writing to the other Contracting Party, in accordance with Article 3 of the present Agreement;
- d) the term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, and include any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 of said Convention.

ARTICLE II

1) Each Contracting Party grants to the designated airline(s) of the other Contracting Party rights of transit and of stops for non-traffic purposes in its territory; moreover, for the purpose of the establishment of the agreed air services, the designated airline(s) of each Contracting Party will enjoy in the territory of the other Contracting Party on the agreed routes the right to put down and take on passengers, cargo or mail, coming from or destined for points outside that territory.

2) Paragraph 1 above authorizes only Enterprises of a Contracting Party to embark on the Territory of the other Contracting Party: passengers, Postal despatches or goods to be transported by means of payment to another party of this Territory, whatever may be the origin or final destination of the goods under question.

ARTICLE III

1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating, by virtue of the present Agreement, the agreed services on the specified routes referred to in the Annex. On receipt of the designation of an airline, the other Contracting Party shall, subject to the provisions of paragraphs 2 and 3 of this Article, without delay grant to the airline(s) designated the appropriate operating authorization.

2) Before granting the authorization referred to in paragraph 1 of this Article, the aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to fulfil the conditions prescribed under the laws and rules normally and reasonably applied by them in conformity with the provisions of international commercial air services.

3) Each Contracting Party shall be entitled to refuse or revoke an operating authorization granted to a designated airline of the other Contracting Party when it is not satisfied that the greater part of the property and the effective

control of such airline are supervised by nationals of either Contracting Party or when the designated airline does not comply with laws and regulations under Article 4 hereinafter, or with conditions under which rights specified in this Agreement have been granted.

4) An airline designated and authorized in accordance with paragraphs 1 and 2 of this Article may, at any time, commence to operate the agreed services - however, an agreed service may not be operated unless a rate applied in accordance with Article 8 of this Agreement is in force in respect with this service.

5) Certificates of airworthiness, certificates of competency, qualifications and licenses 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 routes and services specified in the Annex. Each Contracting Party reserves the right however, to refuse to recognize, for the flight over its own territory, certificates of competency, qualifications and licenses granted to its own nationals by the other State.

#### ARTICLE IV

1) The laws, regulations and instructions of one Contracting Party relating to entry into or departure from its territory of aircraft engaged in international air navigation or to the operation of such aircraft while within its territory shall apply to aircraft of the designated airline(s) of the other Contracting Party.

2) The laws and regulations of one Contracting Party relating to entry into or departure from its territory of passengers, crew and merchandise of aircrafts, as well as clearance formalities, Immigration, Passport, Customs, Quarantine and Exchange Control will be applied to passengers, crew or goods transported by the aircrafts of the designated airline(s) of the other Contracting Party. Passengers in transit through the territory of a Contracting Party will be submitted to a simplified control. Baggage and goods in transit will be exempted from customs duty, inspection fees and similar taxes.

ARTICLE V

1) Fuel, lubricating oils, spare parts, regular equipment and aircraft stores on board an aircraft of a Contracting State, on arrival in the territory of another Contracting State and retained on board on leaving the territory of that State shall be exempt from customs duty, inspection fees or similar national or local duties and charges. This exemption shall not apply to any quantities or articles unloaded, except in accordance with the customs regulations of the State, which may require that they shall be kept under customs supervision.

2) Spare parts and equipment imported into the territory of a contracting State for incorporation in or use on an aircraft of another Contracting State engaged in international air navigation shall be admitted free of customs duty, subject to compliance with the regulations of the State concerned, which may provide that the articles shall be kept under customs supervision and control.

3) Supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores introduced into or taken on board aircraft of one Contracting Party in the territory of the other Contracting Party by or on behalf of the designated airline of the first Contracting Party for use in the operating of an agreed service shall be exempt from all national duties and charges including customs duties and inspection fees imposed in the territory of the second Contracting Party, even though such supplies are used by such aircraft on flights in that territory.

ARTICLE VI

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

2) the primary purpose of the agreed services shall be to offer a transportation capacity adapted to regular requirements and reasonably provided for

air traffic between the territory of the Contracting Party which has designated operating airlines and countries of further destination of the traffic.

3) The transportation capacity offered by the designated airlines of each Contracting Party shall be reasonably adapted to the requirements of the traffic.

#### ARTICLE VII

The aeronautical authorities of the Contracting Parties shall furnish each other with such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of each of the Contracting Parties. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

#### ARTICLE VIII

If in order to realize economy on transportation in transit a Designated Enterprise successively makes use of airships of different capacities on a defined route, the point at which the airships are changed being situated on the Territory of a Contracting Party, this change shall not affect the dispositions of the present Agreement relating to the capacity of transport and the volume of the Traffic. In such cases, the second airship will be considered as operating a link with the first airship and should wait for its arrival, with all reserve for unforeseen circumstances.

#### ARTICLE IX

1) The rates to be charged by the designated air carrier(s) of either Contracting Party on the specified routes or a part thereof shall be those reached through the rate fixing machinery of the International Air Transport Association.

2) If the designated airlines fail to agree or if the tariffs are not approved by the aeronautical authorities of one Contracting Party, the aero-

nautical authorities of both Contracting Parties shall endeavour to secure agreement on the tariffs to be established. Should the aeronautical authorities fail to agree, the dispute shall be dealt with in accordance with Article XIII of this Agreement. Pending settlement of any disagreement, the previously established tariffs shall remain in effect.

ARTICLE X

1) In a spirit of close cooperation, consultation shall exist between the aeronautical authorities of the Contracting Parties so as to insure that the principles specified in this Agreement are applied in a satisfactory way, including the exchange of necessary information between the Contracting Parties.

2) If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, it may request consultation with the aeronautical authorities of the two Contracting Parties and, in that event, such consultation shall begin within sixty days from the date of the request. Such modification, if agreed between the Contracting Parties, shall come into force on the date of its confirmation by an Exchange of Notes.

3) In the event of the conclusion of a multilateral Convention or agreement concerning air transport to which one or both of the Contracting Parties adhere, this Agreement shall be modified or amended so as to conform with the provisions of such Convention or Agreement.

4) Changes made by either Contracting Party in the specified air routes, except those which change the points served by the designated airline(s) in the territory of the other Contracting Party shall not be considered as modifications of this Agreement. Changes as those mentioned above can be made unilaterally provided, however, notice of said changes is given without delay to the aeronautical authorities of the other Contracting Party.



ARTICLE XI

1) Each Contracting Party undertakes to offer assistance in its territory to a distressed aircraft of the other Contracting Party used for the exploitation of specified air services; said assistance shall be in the same manner as if it were concerning its own aircraft operating similar international services.

2) In case an accident occurs to such an aircraft causing death or injury to person(s) or serious damage to aircraft, the Contracting Party in whose territory the accident occurred shall investigate into the circumstances of the accident. The Contracting Party to whom the aircraft is related shall be authorized to send observers who may assist in the investigations. A report of the findings is to be communicated to the other Contracting Party by the Party conducting the investigation.

ARTICLE XII

1) If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall endeavour to settle it by negotiation between themselves.

2) If the Contracting Parties fail to reach a settlement by negotiation within ninety days, they hereby agree to refer the dispute to a special Arbitral Tribunal consisting of three arbitrators, one of the first two being appointed by each of the Contracting Parties, respectively. These two arbitrators shall then agree upon the designation of the third arbitrator. If they fail to do so, the two Contracting Parties shall refer to the International Civil Aviation Organization to appoint the third arbitrator who shall act as chairman of the Arbitral Tribunal.

3) The Contracting Parties undertake to comply with any decision given

under paragraph 2 of this Article, including any interim recommendation made.

4) The Arbitral Tribunal will decide the distribution of the costs arising from the procedure and each Contracting Party agrees to pay its share of the costs assigned by said Tribunal.

#### ARTICLE XIII

1) Either Contracting Party may, at any time, give written notice to the other Party of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the other Contracting Party and the International Civil Aviation Organization. If such notice is given, the present Agreement shall terminate twelve months 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.

2) In the absence of acknowledgment of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

#### ARTICLE XIV

The present Agreement and all later arrangements, including any Exchange of Notes in accordance with Article X of the said Agreement shall be registered with the International Civil Aviation Organization.

#### ARTICLE XV

The Annex of this Agreement shall be deemed to be part of the Agreement and all references to the "Agreement" shall include reference to the

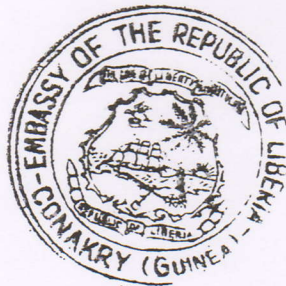
Annex, except where otherwise expressly provided.

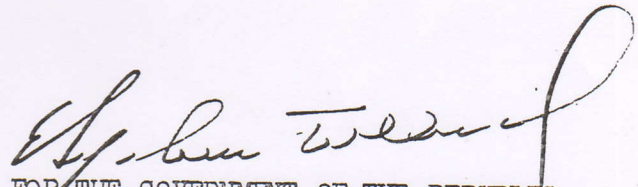
ARTICLE XVI

The present Agreement shall be provisionally applicable from the date of signature and shall come into force on a date to be laid down in an Exchange of Notes stating that the formalities required by the National Legislature of each Contracting Party have been accomplished.

In witness whereof the undersigned Plenipotentiaries being duly authorized thereto by their respective Governments, have signed the present Agreement and have affixed thereto their Seals.

Done at Conakry on this Fourth day of April One Thousand Nine Hundred and Sixty-Two, in the English and French languages, both texts being equally authentic.



  
FOR THE GOVERNMENT OF THE REPUBLIC  
OF LIBERIA



FOR THE GOVERNMENT OF THE REPUBLIC  
OF GUINEA

