

Agreement Between the Government of the State of Qatar & the Government of the Tunisian Republic on Civil Aviation

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The government of the State of Qatar & the government of the Tunisian Republic;

In their respective desire to develop air transport between the two countries; and

In their desire to implement the principles of the International Treaty for Civil Aviation, offered for signature in the city of Chicago on 7 December 1944,

The two above mentioned parties have agreed as follows:

Article 1

Definitions:

1. "Convention" means the International Civil Aviation Convention established for signature in Chicago on 7 December 1944, including any supplement thereof pursuant to article (90) of the same, as well as any amendment thereto; or to the supplement of the Convention in accordance with articles (90) and (94) of the same, as may be applicable on the two states;
2. "Civil Aviation Authority" For the government of the State Qatar, means the Ministry of communications and transport (department of civil aviation), or any other entity to be vested with the functions of this ministry. For the government of the Tunisian Republic, means the Ministry of communication and transport (department of civil aviation), or other entity to be vested with the functions of this ministry;
3. "Appointed organizations" means the air transport organizations appointed by the parties to the agreement, in writing, pursuant to article (2) hereof, as licensed to invest in the agreed services within the scope of this agreement.
4. "Territory" in relation to either of the two parties to the agreement shall have the same meaning set forth in article (2) of the convention.
5. Terms of "airline", "international airline", "air transport organization" and "landing for non commercial purposes" shall have the same meanings set forth for each in article (6) and article (96) of the convention.
6. The "Agreed Services" means the services specified on the table of specified routes as annexed hereto.

Article 2

Appointment of organizations:

1. Each party to this agreement is entitled to notify in writing the other party to the effect that it has appointed an air transport organization (s) in order to invest and operate the agreed airlines on the specified air routes.
2. Upon receipt of such written notice, the other party to this agreement shall promptly issue the necessary operation licenses, in observing the provisions of clauses (3) and (4) of this article thereon.
3. The aviation authorities in each party to this agreement may request the air transport organization appointed by the other party to provide evidence as to the compliance with the conditions necessitated by the laws and regulations applicable in such cases for the operation of regular air lines, whereas such laws and regulation are in conformity with the provisions of the convention.
4. Each party to this agreement reserves its right to decline granting of the aforesaid operation license, or otherwise impose any other conditions deemed to be necessary for such organization to follow in exercising the rights provided under article (3) hereof, wherein this party is not convinced that a major part of the ownership of such organization or its actual board of directors are under the control of the party to this agreement or the control of any of its citizens.
5. The appointed air transport organization licensed as above may start operating any of the agreed airlines at any time, contingent upon the charges applicable pursuant to article (10) hereof, are valid and applicable on such airline.
6. In an exception from the provisions of article (4) above, any of the parties to the agreement may appoint a joint air transport organization in accordance with articles (77) and (79) of the convention, and the other party to this agreement shall accept such appointment , proviso:
 - A. The major ownership and the actual board of directors of the joint operation organization shall be controlled by the states mentioned in the memorandum of understanding annexed hereto, or under the control of one of the citizens of such states.
 - B. To observe the implementation of the provisions and resolutions of the international civil aviation organization board, issued or to be issued in implementation of the provisions of article (77) of the convention, with respect to the nationality and the registration of aircrafts.

Article 3

Transport rights:

1. Each party to this agreement shall grant the other party the following rights for the operation of regular international airlines:

- A. Trans-territory flights without landing.
- B. In-territory technical landing for non-commercial purposes.

2. Each party shall grant the other party the rights provided herein for the establishment of international airlines on the specified routes included in the addendum to this agreement. Such lines and routes shall be entitled (agreed airlines) and (specified routes), respectively. The organizations appointed by each of the parties to this agreement shall avail, during the operation of the aforesaid agreed airlines, in addition to the rights provided in clause (1) above, the right to land in the territory of the other party, on determined points on the specified routes, as annexed to this agreement, for discharging and collecting passengers, goods and mail.

3. Nothing in the provisions of the clause (2) of this article is construed as providing the right to either of the parties to this agreement to collect passengers, luggage, goods or mail, in consideration for charges or fees, from one point within the territory of the other party to this agreement, to another point within the same territory.

Article 4

Cancellation and suspension of operation licenses:

1. Without prejudice to the content of article (14), each party to this agreement reserves the right to cancel the operation license or suspend exercising of any of the rights provided in article (3) by any transport organization appointed by the other party, or impose any further conditions deemed necessary by such party in any of the following cases:

- A. Where such party is not convinced that a major part of the ownership of such organization or the actual board of directors thereof is under the control of the other party to this agreement or the control of any of its citizens.
- B. In the event such organization is in default in observing the applicable laws and regulations of the other party to this agreement granting such rights.
- C. In case of violating the conditions provided herein by such organization for the investment and operation under the agreement.

2. The cancellation, suspension and impositions of conditions as mentioned in clause (1) above shall not be undertaken unless upon consultation with the other party, unless such action is absolutely necessary in order to prevent new violations to the applicable laws and regulations.

Article 5:

Exemption from custom duties and other charges:

- 1. The aircrafts invested by any of the organization(s) appointed by the other party to this agreement as well as regular equipment, fuel supplies, lubricating oils and aircraft supplies (including foods, beverages and tobacco) available on board of aircrafts for use only by or on board such aircrafts, shall be exempted from custom and other duties or taxes, inspection fees and other custom duties, upon arrival at the territory of the other party to this agreement, even if such supplies are consumed in flights within the territory.
- 2. Fuel supplies, lubrication oils, spare parts, regular equipment of aircrafts and supplies (including foods, beverages and tobacco), kept in stock on board any of the aircrafts of an organization appointed by one party shall be exempted from custom duties, inspection charges and other similar taxation in the territory of the other party to this agreement, even if consumed on flights within such territory. Such goods shall not be landed unless upon consent of the custom authorities of the other party to this agreement. Goods intended for re-export shall be under the control of the custom authorities.
- 3. The charges imposed by either of the two parties to this agreement on the aircrafts of the appointed air transport organizations that belong to the other party, in consideration for airports and airport facilities, shall not be higher than any other charges paid by the national aircrafts operating on international airlines for the same airports and facilities..

Article 6

Application of national laws:

- 1. The laws and regulations of either of the parties to this agreement shall be applied on the navigation and investment of aircrafts that belong to a transport organization appointed by the other party to this agreement during arrival, stay, departure or transit of the territory of the other party to this agreement.
- 2. The local laws and regulations of each party to this agreement shall be applied with respect to admission and exit of passengers, crew and goods on arrival and departure from one territory to another, on board of aircrafts that belong to that air transport organizations appointed by the other party.

Article 7

Accreditation of aircrafts certificates and licenses/ permits:

1. Each party shall accredit the properness of aviation certificates and qualification certificates issued or accredited by the other party to this agreement for the investment of the agreed services, as long as they are equal to or higher than the minimum designated, from time to time, in implementation of this agreement.
2. However, each party to this agreement shall reserve the right, in relation to aviation over its respective territory, not to accredit the qualification certificates and licensees granted to any of its respective citizens by the other party to this agreement.

Article 8:

Principles governing the operation of agreed lines:

1. The organizations appointed by each party shall be offered fair and equal opportunities in operation of the agreed lines on the specified routes of the two territories.
2. The air transport organizations appointed by the other party to this agreement shall observe, during the investment of respective agreed services, the interests of the other air transport organizations appointed by the other party, in such a way as not to prejudice such interests, partially or as a whole.
3. The agreed lines for operation by the air transport organizations appointed by the two parties to this agreement shall be consistent with the public requirements and needs for transport on the specified routes. The main objective of capacities offered by the organizations appointed by each of the parties to this agreement on the specified routes shall be to provide capacities to meet the current, as well as the reasonably expected need for the transport of passengers, goods (including mail), originating from or ending into the territory of the appointing party to this agreement.
4. Securing the transport of passengers and goods (including mail), to be collected from and discharged on points on the specified routes within the territories of other states, other than the country of appointment of such transport organization, shall be undertaken in accordance with the general principles that provide that such capacities shall be consistent with:
 - A. Traffic needs into and from the parties to this agreement that has appointed such organization.
 - B. Traffic needs in transit region through which the agreed service passes, taking into account the other transport service provided by organizations that belong to states covered by such region.
 - C. Needs of investment by transit air transport organizations.
5. Before the start of any investment in the agreed services, the offered capacity, as well as any subsequent amendment thereof, must be agreed upon among the organizations appointed by the two contracting parties, subject to the approval by the aviation authorities in both parties to this agreement.

Article 9

Approval of the schedule of flights:

The air transport organizations appointed by the two parties to this agreement shall present, to the aviation authorities of the other party, the schedules of flights, including the models of aircrafts to be utilized, for approval of the same within at least thirty days before running of the agreed services on the specified routes. The same applies to any subsequent amendments to such schedules. The aforesaid notice period may be reduced in special cases upon consent of the aforesaid authorities.

Article 10

Tariffs:

1. The term tariff/ charge as used in the following clauses shall mean the rates to be paid for the transport of passengers and goods, in addition to the terms based on which such charges/ tariffs are determined, including the consideration for agency, the other support service and the conditions for the same, excluding the consideration and terms for the transport of mail.
2. Tariffs to be earned by the organizations appointed by one of the parties to this agreement for transport to and from such territory of the other party to this agreement on any of the agreed lines shall be determined at reasonable levels, in observing all involved factors, such as operation costs, reasonable profit and the rates of other air transport service providers operating on the specified routes.
3. The charges referred to in clause (2) above for each of the specified routes shall be agreed upon among the concerned appointed organizations of each party to this agreement, upon consultation with the other organizations operating on all or part of the route.
4. The charges/ tariffs determined as above shall be presented for approval by the aviation authorities of each party to this agreement, at least forty-five days before the proposed date of application thereof. Such term may be shortened in special cases, upon approval of the aforesaid authorities.
5. Such approval may be expressly granted. However, in case none of the aviation authorities of the parties to this agreement has expressed non approval of the same within thirty days effective the presentation of such charges as provided in clause (4) above, such charges/ tariff shall be

deemed as approved. In which case the term specified for offering of such charges may be shortened in agreement between the aforesaid authorities.

6. In case no agreement is reached on tariffs and charges in accordance with clause (4) above; the dispute shall be settled in accordance with the provision of article (14) of this agreement.

Article 11

Exchange of information:

1. Each party to this agreement shall obligate its appointed organizations to provide the aviation authorities of the other party to this agreement, at least thirty days before the start of investment of services, with copies of tariff, flight schedules, any amendment therein, types of utilized aircrafts, as well as any other appropriate data with respect to the investment in agreed services, including the offered capacities on specified routes and any other data as may be required by the aviation authorities of the other party for verifying the proper implementation of this agreement.

2. The aviation authorities of each party to this agreement shall provide the aviation authorities of the other party, upon request, with all statistic data on any of the appointed organization(s), as may be fairly requested for the control of capacities offered by organization(s) appointed by the first party to this agreement for the agreed services, provided that such statistics shall comprise, as far as possible, the necessary information for determination of the volume, origin as well as destination of the transport.

Article 12

Exemption of taxes and transfer of revenues:

1. The two parties undertake to conclude an agreement, as soon as possible, to avoid duplicate taxation on profit generated from the engagement in activity by the air transport organization in each party to this agreement.

2. Each party to this agreement shall grant the other party the right to transfer the excess revenue generated from investment in agreed services to respective country, pursuant to the exchange laws and regulations applicable in each of the two parties to this agreement.

Article 13

Consultations and amendment

1. In order to ensure close cooperation between the two parties, the respective aviation authorities in each party shall regularly consult with one another to ensure the proper implementation of the rules and terms provided herein, as well as to consult for the purpose of amending the provisions hereof, if deemed to be necessary.

2. Either of the two parties to this agreement may request, in writing, to enter in consultations, within sixty days, unless the parties agree to extend such notice period.

Article 14

Settlement of dispute:

1. In case any dispute arises between the two parties to this agreement, with respect to the interpretation or application of this agreement, the two parties shall attempt to settle such dispute through negotiations, first.

2. In case the two parties fail to reach an agreement through negotiations, they may refer such dispute for resolution by any individual or panel. In case agreement is not reached, such dispute shall be referred, upon request by any of the party to this agreement, to an arbitration panel comprising three arbitrators. Each party to this agreement shall nominate one arbitrator, and the two nominated arbitrators shall agree on the appointment of the third arbitrator. Each party to this agreement shall nominate respective arbitrator within sixty (60) days effective either party receives a memorandum from the other party through diplomatic channels, requesting referral of such dispute for settlement through an arbitration panel. They shall nominate the third arbitrator within another sixty (60) days period. In case any party to this agreement should fail to appoint respective arbitrator within the specified period of notice, or in the event the third arbitrator is not appointed within the specified period, the president, international civil aviation organization, upon request by either of the parties, may undertake the appointment of an arbitrator or arbitrators, as necessary, in which case the third arbitrator shall be from a third state, and he shall preside over the arbitration panel.

3. The two parties to this agreement shall be committed to accept and implement any award to be issued pursuant to clause (2) of this article.

4. The two parties to this agreement shall bear the costs resulting from arbitration on equal basis.

Article 15

Amendment:

1. In case any of the two parties to this agreement desires to amend any of the provisions hereof, including the tables of specified routes, which shall be deemed as an inseparable part hereof, such party shall request conducting of consultations in accordance with the provisions of article (13) hereof. Consultations may be undertaken through correspondence.

2. If the desired amendment is related to the provisions of the agreement and not related to the tables of routes, approval on such amendment shall be undertaken in accordance with the constitutional formalities in each country, and shall subsequently be effective upon confirming the exchange of ratification documents through diplomatic channels.

3. If the desired amendment is excluded to the tables of routes, agreement on such amendment may be undertaken between the aviation authorities in each of the parties to this agreement.

Article 16

Registration at the organization of civil aviation:

This agreement and any amendments thereof shall be registered at the organization of international civil aviation.

Article 17

Termination:

Any of the parties to this agreement may notify the other party to this agreement in writing, at any time, of such party's decision to terminate this agreement, provided that such notice shall be simultaneously served to the international organization of civil aviation. In this case, operation of this agreement shall terminate upon the expiration of twelve (12) months effective the date on which the other party to this agreement receives such notice of termination, unless it is agreed to withdraw such notice before the expiration of such notice period. In case the other party to this agreement has not acknowledged receipt of such notice, such party shall be deemed to have received the notice upon the lapse of fourteen (14) months effective the date the organization of international civil aviation has received the aforesaid notice.

Article 18

Addendum:

The addendums enclosed herewith are considered as inseparable parts of this agreement. Any reference to the agreement shall be deemed as a reference to the addendums thereof, unless provided otherwise.

Article 19

Validity of agreement:

This agreement becomes initially effective from the date of signature thereof. The agreement becomes finally in full force upon exchanging the ratified documents through diplomatic channels.

IN WITNESS WHEREOF, the undersigned have signed this agreement, based on vested respective powers for the purpose, in duplicate originals, in Arabic.

Done at the city of Doha this Thursday 23rd Shaba'an 1404H corresponding to 24 May 1984.

Signature of Authorized Signatory

For the Government of the State of Qatar:

Abdullah Nasir AL-Suwaidi

Minister of communications and transport

For the government of the Tunisian Republic:

Mohammad Al-Mihrizi

Ambassador of the Tunisian Republic

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