CAMERA DEI DEPUTATI N. 3573

DISEGNO DI LEGGE

APPROVATO DAL SENATO DELLA REPUBBLICA

nella seduta del 18 novembre 1966 (*Stampato n. 1731*)

PRESENTATO DAL MINISTRO DEGLI AFFARI ESTERI
(FANFANI)

DI CONCERTO COL MINISTRO DELLE FINANZE
(PRETI)

E COL MINISTRO DEI TRASPORTI E DELL'AVIAZIONE CIVILE
(SCALFARO)

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Ratifica ed esecuzione dell'Accordo tra l'Italia e la Liberia sui servizi aerei, concluso a Monrovia il 17 gennaio 1963

Trasmesso dal Presidente del Senato della Repubblica alla Presidenza della Camera il 21 novembre 1966

DISEGNO DI LEGGE

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ART. 1.

Il Presidente della Repubblica è autorizzato a ratificare l'Accordo tra l'Italia e la Liberia sui servizi aerei, concluso a Monrovia il 17 gennaio 1963.

ART. 2.

Piena ed intera esecuzione è data all'Accordo di cui al precedente articolo a decorrere dalla sua entrata in vigore in conformità all'articolo XIV dell'Accordo stesso.

ALLEGATO

AGREEMENT

BETWEEN THE GOVERNMENT OF ITALY AND THE GOVERNMENT OF THE REPUBLIC OF LIBERIA

The Government of Italy and the Government of the Republic of Liberia (hereinafter referred to as the " Contracting Parties ") having ratified the Convention on International Civil Aviation, opened for signature at Chicago on the 7th of December 1944, and desiring to conclude an agreement for the purpose of establishing air services 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 Italy the Ministry of Defense Civil Aviation and in the case of Liberia the Postmaster General and in both cases any person or body authorized to perform the functions at present exercised by the above mentioned authorities;

b) 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 III of the present Agreement, for the operation of air services on the routes specified in such notification;

c) the terms " territory ", " air services ", " international air service " shall have the meanings respectively assigned to them in Article 2 and 96 of the Convention;

d) the term " The Convention " means the Convention on International Civil Aviation opened for signature at Chicago on December 7th, 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Article 90 and 94 thereof.

Article II

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing air services on the routes specified in the Annex to the present Agreement (hereinafter respectively referred to as the " agreed services " and the " specified routes ").

The agreed services may be inaugurated immediately or at a later date subject to the provisions of Article III of the present Agreement.

2. Subject to the provisions of the present Agreement, the designated airline of each Contracting Party shall enjoy the following privileges:

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

b) to land in the territory of the other Contracting Party for non-traffic purposes; and

c) while operating an agreed service on a specified route to make stops in the territory of the other Contracting Party on the points specified for that route in the Annex to the present Agreement, for the purpose of putting down and taking on international traffic in passengers, cargo and mail coming from or destined to the territory of the other Contracting Party or of a third country.

3. Nothing in paragraph 2 of this Article shall be deemed to confer on the airline of one Contracting Party the privileges of taking up in the territory of the other Contracting Party, passengers, cargo and mail destined for another point in the territory of that other Contracting Party.

4. The laws, regulations and instructions of one Contracting Party relating to the entry into or departure from its territory of aircraft or air services operated in international air navigation or to the operation of such aircraft or air services while within its territory shall be applied to the aircraft and agreed services of the designated airline of the other Contracting Party.

Article III

1. Each Contracting Party shall have the right to designate in writing — through the Aeronautical Authorities — to the other Contracting Party one airline for the purpose of operating the agreed services on the specified routes.

2. On receipt of the designation, the other Contracting Party, through its Aeronautical Authorities, and subject to the provisions of paragraph 3 and 4 of this Article, shall grant without delay to the airline designated the appropriate operating authorization.

3. The Aeronautical Authorities of one Contracting Party may request the designated airline of the other Contracting Party to satisiy them that it is qualified to fulfil the conditions prescribed under the laws and regulations which they normally apply to the activity of air carriers and to the operation of international commercial air services.

4. Each Contracting Party shall have the right to refuse to accept the designation of an airline or the privileges specified in paragraph 2 of Article II of the present Agreement or to impose such appropriate conditions as it may deem necessary on the exercise by an airline of those privileges, in case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party or in nationals of the Contracting Party designating the airline.

5. The airline so designated and authorized may begin to operate the agreed services at any time, subject to the provisions of Article VIII.

6. Each Contracting Party reserves the right to withhold or revoke the operating authorization or to impose such appropriate conditions as it may deem necessary in case where the designated airline fails to comply with the laws or regulations of the Contracting Party granting those privileges, and where to the judgment of the former Party there is a failure to fulfil the conditions under which the rights are granted by this Agreement. Such action shall be exercised only after consultation between the two Contracting Parties and this consultation shall commence within a period of sixty (60) days from the date of the request.

Article IV

Certificates of airworthiness, certificates of competency and licences issued by one Contracting Party or rendered valid and still in force shall be recognized as valid by the other Contracting Party.

Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight over its own territory, the certificates of competency and licences, granted to its own nationals by the other Contracting Party or by a third Country.

Article V

1. Fuels, lubricating oils, spare parts and normal aircraft equipment introduced into the territory of a Contracting Party for the exclusive use of aircraft of the designated airline of the other Contracting Party, operating the agreed air services, are exempt from customs duties and other similar charges, subject to the customs regulations normally applied in the said territory.

2. The aircraft of the designated airline of a Contracting Party engaged in the agreed services are admitted into the territory of the other Contracting Party, free from customs duties, inspection fees and other similar charges.

3. Fuels, lubricating oils, aircraft stores, spare parts and normal equipment retained on board aircraft of the designated airline of a Contracting Party to operate the agreed services, are admitted on the territory of the other Contracting Party exempt from customs duties and other similar charges, even when they are consumed or used by the said aircraft during flights over the said territory.

4. Fuels, lubricating oils, spare parts and normal aircraft equipment taken on board aircraft of the airline of a Contracting Party in the territory of the other Contracting Party are exempt from customs duties and other similar charges, provided that customs regulations of the said territory are observed.

5. Fuels, lubricating oils, normal equipment, spare parts and aircraft stores which are exempt from any duties and charges under the provisions of the above paragraphs, cannot be unloaded without the permission of the Customs Authorities of the other Contracting Party. When they cannot be used or consumed they shall be re-exported. Waiting for their use or re-exportation they shall be kept under the control of Customs Authorities.

Article VI

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

In operating the agreed services, the designated airline of each Contracting Party shall take into account the interests of the airline of the other Contracting Party so as nat to affect unduly the services which the latter provides on the specified routes or part of the same routes.

Article VII

The agreed services provided by the designated airlines of both Contracting Parties shall bear reasonable relationship to the requirements of the public for transportation on the specified routes, they shall have as their primary objectives the provisions at a reasonable load factor of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territory of the Contracting Party which has designated the airline and the territory of the destination countries.

Provisions for the carriage of passengers, cargo and mail both taken up and put down at points in the territories of third countries in the specified routes, shall be made in accordance with the general principle that capacity shall be related to:

a) traffic requirements between the countries of origin and the countries of destination;

b) the requirements of through airline operation;

c) traffic requirements of the area through which the airline passes, after taking into account the interest of other transport services established by airlines of the States comprising the area.

Before inauguration of the agreed services and for the subsequent changes of capacity, the aeronautical authorities of the Contracting Parties shall agree to the practical application of the principles contained in the previous paragraphs of this Article for the operation of the agreed services of the designated airlines.

It is agreed that the designated airline of each Contracting Party shall have in any case the right to operate a " minimum " of two services per week on each of the specified routes.

Article VIII

1. The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profits, characteristics of service (such as standards of speed and comfort) and where it is suitable the tariffs of other airlines for any part of the specified route. These tariffs shall be fixed in accordance with the following provisions of this Article:

2. The tariffs referred to in paragraph 1 of this Article, shall, if possible, be agreed in respect of each of the specified routes between the designated airlines (where it is deemed suitable, in consultation with other airlines operating over the whole or part of that route). Such agreement shall be reached through the rate-fixing procedure of the International Air Transport Association (I.A.T.A.),

3. Any tariffs so agreed shall be submitted for approval to the Aeronautical Authorities of both Contracting Parties at least thirty (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. In the event of disagreement between the designated airlines concerning the tariffs, the Aeronautical Authorities of the Contracting Parties shall endeavour to determine them by agreement between themselves.

5. If the Aeronautical Authorities cannot agree on the approval of any tariff submitted to them under paragraph 3 of this Article or on the determination of any tariff under paragraph 4, the dispute shall be settled in accordance with the provisions of Article X of the present Agreement.

6. *a*) No tariff shall come into force if the Aeronautical Authorities of either Contracting Party are dissatisfied with it, except under the provisions of paragraph 3 of Article X of the present Agreement.

b) When tariffs have been established in accordance with the provisions of this Article, these tariffs shall have been established in accordance with the provisions of this Article.

Article IX

If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, it may request consultation between the Aeronautical Authorities of the two Contracting Parties and such consultation shall take place within sixty (60) days from the date of the request.

Should the Aeronautical Authorities reach an agreement or amendment of the present Agreement, such amendment shall come into force when confirmed by an exchange of diplomatic notes.

Article X

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

2. If the Contracting Parties fail to reach a settlement by negotiation:

a) the may agree to refer the dispute for decision to an arbitral tribunal appointed by agreement between them or to some other person or body, or

b) if they do not so agree or if, having agreed to refer the dispute to an arbitral tribunal, they cannot reach an agreement as to its composition, either Contracting Party may submit the dispute for decision to any tribunal competent to decide it which may hereafter be establ-

ished within the International Civil Aviation Organization (I.C.A.O.) or, if there is no such tribunal, to the Council of said Organization.

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

4. If and so long as either Contracting Party or the designated airline of either Contracting Party fails to comply with the decision given under paragraph (2) of this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline of that Contracting Party.

Article XI

In the event of the conclusion of any general multilateral Convention concerning air transport to which both Contracting Parties adhere, the present Agreement shall be amended so as to conform with the provisions of such Convention.

Article XII

Either Contracting Party may at any time give notice to the other if it desires to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization (I.C.A.O.). If such notice is given, the present Agreement shall terminate twelve (12) months after the date of receipt of the notice to terminate by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fifteen (15) days after the receipt of the notice by the International Civil Aviation Organization (I.C.A.O.).

Article XIII

The present Agreement and any amendment to the same shall be registered within the Council of the International Civil Aviation Organization (I.C.A.O.).

Article XIV

The present Agreement shall be subject to ratification and shall enter into force on the date of the exchange of instruments of ratification.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries, being duly authorized thereto by their respective Governments, have signed the present Agreement and affixed thereto their seals.

DONE at Monrovia, this 17th day of January, 1963, in duplicate in the English language.

For the Government of Italy:

FRANCO MONTANARI.

For the Government of the Republic of Liberia:

MCKINLEY A. DE SHIELD.

ANNEX

ITALIAN ROUTE SCHEDULE:

" *Points in Italy* " – Tunis or Algiers – Casablanca – Kano – E/O Lagos – Accra – Abidjan – Monrovia (Robertsfield) and viceversa.

" *Points in Italy* " – Tunis – Algiers – Casablanca – Las Palmas – Dakar – Conakry – Freetown – Monrovia (Robertsfield) and viceversa.

" *Points in Italy* " – Tunis or Algiers – Casablanca – Bamako – Ougadougou – Monrovia (Robertsfield) and viceversa.

Points on any of the specified routes may, at the option of the designated airline, be omitted on any or all flights.

" The Liberian routes will be agreed upon at the time when the Government of Liberia will decide to establish air services which would concern Italian territory ".