AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENTS OF THE REPUBLIC OF THE PHILIPPINES AND THE GOVERNMENT OF THE REPUBLIC OF LEBANON

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LEBANON

AIR SERVICES

Agreement signed at Manila 15 March 1968; With Annex, Memorandum of Understanding And Letter of Understanding; 5 February 1972.

The Government of the Republic of the Philippines and the Government of the Republic of Lebanon,

Being panic's to the Convention on International Civil Aviation l opened for signature at Chicago on the seventh day of December, 1944,

Desiring to conclude an agreement for the purpose of establishing and operating air services between and beyond their respective territories,

Have agreed as follows:

ARTICLE 1

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

(a) the term "the Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof;

(b) the term "aeronautical authorities" means in the case of the Republic of the Philippines, the Civil Aeronautics Board and/or any person or body authorized to perform any functions at present exercised by the said Board or similar functions, and, in the case of the Republic of Lebanon, the Directorate General of Transport and any person or body authorized to perform any functions at present exercised by the said Directorate or similar functions;

(c) the term "designated airline or airlines" means an airline or airlines which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with Article 3 of the present Agreement, for operation of air services on the routes specified in the Annex thereto;

(d) the term "territory" in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or trusteeship of that State; and

(e) The terms “air service", "international air service", "airline" and "stop for no traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention.

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ARTICLE 2

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

2. Subject to the provisions of the present Agreement, the designated airline or airlines of 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 nontraffic purposes; and

(c) to make stops in the said territory at the points specified for that route in the Annex for the purpose of putting down and taking up international traffic in passengers, cargo and mail.

3. Nothing in paragraph (2) of this Article shall be deemed to confer on the airline or airlines of the Contracting Party the right of taking up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

ARTICLE 3

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 the agreed services on the specified routes.

2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, grant the appropriate operating permission without delay to the airline or airlines thus designated.

3. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied by them to the operation of international air services.

4. Each Contracting Party shall have the right to refuse the designation of an airline and to withhold or revoke the grant to a designated airline of the rights specified in paragraph (2) of Article 2 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by such airline of those rights, in any case where it 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. An airline designated and authorized in accordance with the provisions of paragraphs (1) and (2) of this Article may begin to operate the agreed services provided that tariffs established in accordance with the provisions of Article 7 of the present Agreement are in force in respect of those services.

6. Each Contracting Party shall have the right to suspend the exercise by a designated airline of the other Contracting Party of the rights specified in paragraph (2) of Article 2 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by such designated airline of those rights, in any case where that airline fails to comply with the laws and regulations of the Contracting Party granting those rights or otherwise fails to operate in accordance with the conditions prescribed in the present Agreement; provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringements of laws and regulations, except in the case where a designated airline of the other Contracting Party fails to operate in accordance with the decision given under paragraph (2) of Article II, this right shall be exercised only after consultation with the other Contracting Party.

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ARTICLE 4

1. Aircraft operated on international services by the designated airline or airlines of cither Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall on the basis of complete reciprocity be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on parts of the international journey performed over the territory of the Contracting Party in which they are taken on board.

2. Fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores retained on board, introduced into or taken on board in the territory of one Contracting Party, by or on behalf of the other Contracting Party or its designated airline or airlines and intended solely for use by or in the aircraft of those airlines, shall be exempt from customs duties, inspection fees or similar duties or charges, even though such supplies be used by such aircraft on flights in that territory. Goods so exempted may only be unloaded with the approval of the customs authorities of the other Contracting Party. Those goods, which are to be re-exported, shall be kept in bond, until re-exportation under customs supervision.

3. The charges which cither of the Contracting Parties may impose, or permit to he imposed, on the designated airline or airlines of the other Contracting Party for the use of airports and other facilities under its control shall be just and reasonable and not higher than would be paid for the use of such airports and facilities by the airlines of the most favoured nation or by any national airline of the first Contracting Party engaged in international air services.

ARTICLE 5

The laws and regulations of one Contracting Party, especially those relating to the entity into or departure from its territory of passengers, crew, cargo or aircraft engaged in international air navigation (such as regulations relating to entry, exit, immigration, passports, customs and quarantine), shall apply to the passengers, crew, cargo and aircraft of the designated airline or airlines of the other Contracting Party upon entering into or departing from or while within the territory of the former Contracting Party.

ARTICLE 6

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

2. In the operation by the designated airline or airlines of either Contracting Party of the agreed services, the interests of the designated airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provide on all or part of the same routes.

5. The agreed services provided by a designated airline on the specified routes shall bear a close relationship to the requirements of the public for such services, and shall retain as their primary objective the provision at a reasonable load factor of capacity adequate to current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating from or destined for the territory of the Contracting Party which has designated such airline. Provision for the carriage of passengers, cargo and mail both taken up and discharged at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:

(a) traffic requirements between the territory of the Contracting Patty which has designated the airline or airlines and the countries of destination of the traffic;

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(b) Traffic requirements of the area through which the airline passes; and

(c) The requirements of through airline operations.

ARTICLE 7

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 profit, characteristics of service (such as standards of speed and accommodation) and the tariffs of other airlines for any part of the specified routes. These tariffs shall be fixed in accordance with the following provisions:

(a) The tariffs referred to above together with the rates of agency commission used in conjunction with them shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties, in consultation with other airlines operating over the whole or part of the route; such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association;

(b) The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least thirty days before the proposed date of their introduction; in special cases, this time limit may be reduced subject to the agreement of the said authorities;

(c) If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be agreed in accordance with the provisions of paragraph (a) of this Article, or if during the first fifteen days of the thirty days period referred to in paragraph (b) of this Article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff agreed in accordance with the provisions of paragraph (a) of this Article, the aeronautical authorities of the Contracting Parties shall endeavour to reach agreement on the appropriate tariffs.

(d) If the approval under paragraph (b) of this Article cannot be given and the agreement under paragraph (c) of this Article cannot be reached, the dispute shall be settled in accordance with the provisions of Article II of the present Agreement; and

(e) No new tariff shall come into effect if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the terms of paragraph (3) of Article II of the present Agreement. The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established.

ARTICLE 8

1. The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required.

2, Each Contracting Party shall cause its designated airline or airlines to provide to the aeronautical authorities of the other Contracting Party, as long in advance as practicable, copies of time tables, traffic schedules including any modification thereof, and all other relevant information concerning the operation of the agreed services for approval.

ARTICLE 9

Each designated airline or airlines is authorized to maintain in the territory of the other Contracting Party its own technical and administrative personnel, without prejudice to the national regulations of the respective Contracting Parties.

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ARTICLE 10

It is the intention of both Contracting Parties that there should be regular and frequent consultations between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfillment of the present Agreement.

ARTICLE 11

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, the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within a period of sixty days from date of receipt by either Contracting Party from the other Contracting Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within a further period of sixty days. If either of the Contracting Parties fails to designate its own arbitrator within the period of sixty days or if the third arbitrator is not agreed upon within the period indicated, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators.

3. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Contracting Parties.

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

ARTICLE 12

1. Either Contracting Party undertakes to grant the other Contracting Party the right to consultation for the purpose of amending the present Agreement.
Such consultation shall begin within a period of sixty days from the date of receipt of such request.

2. The amendments of the provisions of the Agreement shall be approved by each Contracting Party and shall enter into force on the date of exchange of diplomatic notes indicating such approval.

3, The amendment to the Annex shall be through consultation between the aeronautical authorities of both Contracting Parties and shall come into effect after it shall have been confirmed by an exchange of diplomatic notes.

ARTICLE 13

Either Contracting Party undertakes to grant the other Contracting Party free transfer, at the official rate of exchange, of the excess of receipts over

expenditure achieved on its territory in connection with the carriage of passengers, baggage, mail shipments and freight by the designated airline or airlines of the other Contracting Party. When the payments system between the Contracting Parties is governed by a special agreement, said agreement shall apply.

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ARTICLE 14

Certificate of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services described in the Annex to this Agreement. Each Contracting Party reserves the right to refuse to recognize for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another state.

ARTICLE 15

If a general multilateral convention concerning air transport comes into force in respect of both Contracting Parties, the present Agreement shall be amended so as to conform with the provisions of such convention.

ARTICLE 16

Either Contracting Party may at any time notify the other Contracting Party of its intention to terminate the present Agreement. A copy of the notice shall be sent simultaneously to the International Civil Aviation Organization. If such notice is given, the present Agreement shall terminate one year after the date of receipt by the other Contracting Party of the notice, unless the notice is withdrawn by agreement between the Contracting Party before the expiration of that period. If the other Contracting Party fails to acknowledge receipt, notice shall be deemed to have been received fourteen days after the date of receipt by the International Civil Aviation Organization of the copy of notice.

ARTICLE 17

The present Agreement and any amendment to it shall be registered with the International Civil Aviation Organization.

ARTICLE 18

1. The Annex shall be deemed to be an integral part of the present Agreement and all references to the ""Agreement" shall include references to the Annex, except where otherwise expressly provided.

2. The present Agreement shall be approved by each Contracting Party and shall enter into force on the date of exchange of diplomatic notes indicating such approval.

In witness whereof, the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments have signed the present Agreement.

Done in duplicate in the English language at Manila, this 15th day of March, 1968.

FOR THE GOVERNMENT OF THE REPUBLIC FOR THE GOVERNMENT OF THE REPUBLIC

OF THE PHILIPPINES: OF LEBANON:

(Sgd.) GAUTTIER F. BISNAR (Sgd.) SHAVARSH TORIGUIAN

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ANNEX

1- Route to be serviced by the designated airline or airlines of the Republic of the Philippines Manila-Saigon-Bangkok-Calcutta or New Delhi-Karachi-Beirut-and points beyond, as may be determined at a future date in both directions.

2- Route to be serviced by the designated airline or airlines of the. Republic of Lebanon Beirut-Doha or Bahrain-Karachi-Bombay or New Delhi-Bangkok-Manila-and points beyond, as may be determined at a future date in both directions.

3- The designated airline or airlines of both Contracting Parties may, on any or all flights, omit calling at any of the points mentioned above, subject to notification to the aeronautical authorities, provided that the agreed services by the designated airline or airlines of either Contracting Party shall begin at a point in the territory of that Contracting Party.

4- The effective operations, frequencies and the exercise of rights granted to the designated airline or airlines of both Contracting Parties shall be specified in a memorandum of understanding between the Governments of the Republic of the Philippines and the Republic of Lebanon and shall be confirmed by exchange of diplomatic notes.

MEMORANDUM OF UNDERSTANDING ON THE AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF THE PHILIPPINES AND THE REPUBLIC OF LEBANON

Pursuant to the Air Services Agreement between the Government of the Republic of the Philippines and the Government of the Republic of Lebanon, initialed at Manila on 15th of March 1968, and signed at Manila on March 15, 1968, the two Governments have agreed as follows:

A- The designated airline or airlines of the Philippines may operate three weekly services in both directions on the Philippine specified Route No. 1 of the Annex to the Agreement for the carriage of passengers, cargo and mail, separately or in combination with third, fourth and fifth freedom traffic rights, or four (4) services in both directions provided that at least two (2) services shall be pure cargo and mail.

B- The designated airline or airlines of Lebanon may operate:

(1) - Two (2) weekly services in both directions for the carriage of passengers, cargo and mail on the Lebanese specified Route No. 2 of the Annex to the Agreement with third, fourth and fifth freedom traffic rights. Lebanese designated airlines may proceed to points beyond Manila, but without exercising fifth freedom traffic rights, except as provided for under (2) below.

(2) — Two (2) weekly services in both directions for the carriage of pure cargo and mail only on the Lebanese specified Route No. 2 of the Annex to the Agreement, and beyond Manila to Taipei, Osaka and Tokyo with third, fourth and fifth freedom traffic rights.

C- Whenever the Government of the Republic of the Philippines designates an airline or airlines to operate Route No. 1 of the Annex to the Agreement, the grant of additional fifth freedom traffic tights beyond the territory of either Contracting Party shall be reviewed by consultations between the aeronautical authorities of the two Contracting Parties.

D- Amendment to the present Memorandum of Understanding shall be made, whenever necessary, by agreement between the aeronautical authorities of the two Contracting Parties and shall come into effect after it shall have been confirmed by an exchange of diplomatic notes.

Done at Manila, this 15th day of March, 1968.

FOR THE REPUBLIC OF THE PHILIPPINES: FOR THE REPUBLIC OF LEBANON:

(Sgd.) GAUTTIER F. BISNAR (Sgd.) SHAVARSH TORIGUIAN

LETTER OF UNDERSTANDING

Pursuant to the Air Services Agreement and the Memorandum of Understanding, signed at Manila on the 15th day of March, 1968, between the Government of the Republic of the Philippines and the Government of the Republic of Lebanon, the aeronautical authorities of the Philippines and Lebanon agree to the following:

1. In view of the desirability of establishing and promoting as soon as possible the relations between the two countries in matters of air services and pending the approval of the present Agreement by each Contracting Party in accordance with its internal laws and regulations, the two aeronautical authorities undertake to implement provisionally, within limits of their respective executive capacities, the provisions of the Agreement and the Memorandum of Understanding as soon as the designated airline of either Contracting Party has completed the legal formalities in accordance with laws and regulations of the other Contracting Party.

2. Stopover facilities in accordance with international airlines practices may be exercised on the sector Manila/Taipei and vice versa and sector Manila/Tokyo and vice versa.

Signed at Manila, this 15th day of March, 1968.

FOR THE AERONAUTICAL AUTHORITY FOR THE AERONAUTICAL AUTHORITY

OF THE PHILIPPINES: OF LEBANON:

(Sgd.) NILO DE GUIA (Sgd.) SHAVARSH TORIGUIAN

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