

No. 6736

**MALI
and
CZECHOSLOVAKIA**

Agreement concerning air services (with annex and exchange of notes). Signed at Prague, on 27 November 1961

Official texts: French and Czech.

Registered by the International Civil Aviation Organization on 15 May 1963.

**MALI
et
TCHÉCOSLOVAQUIE**

Accord relatif aux services aériens (avec annexe et échange de notes). Signé à Prague, le 27 novembre 1961

Textes officiels français et tchèque.

Enregistré par l'Organisation de l'aviation civile internationale le 15 mai 1963.

[TRANSLATION — TRADUCTION]

No. 6736. AGREEMENT¹ BETWEEN THE REPUBLIC OF MALI AND THE CZECHOSLOVAK SOCIALIST REPUBLIC CONCERNING AIR SERVICES. SIGNED AT PRAGUE ON 27 NOVEMBER 1961

The Government of the Republic of Mali and the Government of the Czechoslovak Socialist Republic, desiring to conclude an agreement for the purpose of developing air transport between their countries and establishing air services between their respective territories, have appointed their representatives, who have agreed as follows :

Article 1

The Contracting Parties grant each other the rights specified in this Agreement and its annex for the purpose of establishing and operating the agreed air services on the routes listed in the annex. The said services may be inaugurated immediately or at a later date, at the option of the Contracting Party to which these rights are granted.

Article 2

1. Each Contracting Party shall have the right to designate an airline to operate on the specified routes.

2. The other Party upon approving that choice shall forthwith grant the appropriate operating permit to the designated airline, subject to the provisions of paragraphs 3 and 4 of this article.

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

4. Each Contracting Party shall have the right to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of an operating permit, and, should the occasion arise, to stipulate in the permit granted such conditions as it deems necessary when it is not satisfied that substantial ownership and effective control of the designated airline are vested in the other Party or its nationals or in the event of failure of the designated airline to comply with its laws and regula-

¹ Applied provisionally from 27 November 1961, the date of signature, in accordance with article 14.

tions or in any way to fulfil the conditions specified in this Agreement. This measure shall be taken only after prior negotiation with the other Contracting Party, unless immediate suspension or imposition of conditions is essential to prevent further infringement of such laws or regulations.

Article 3

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

2. The laws and regulations of one Contracting Party relating to the entry into or departure from its territory of passengers, crews, mail or cargo, such as regulations governing entry, clearance, immigration, customs and quarantine, shall be applicable to the passengers, crews and cargo of the aircraft of the airline designated by the other Contracting Party on entry into or departure from and while operating within the territory of the first Contracting Party.

Article 4

1. Fuel, lubricating oils, regular aircraft equipment, spare parts and aircraft stores introduced into the territory of one Contracting Party by or on behalf of the airline designated by the other Contracting Party and intended solely for use by the aircraft of that airline shall be accorded most favoured nation treatment in respect of customs duties, inspection fees and other national duties and charges in the territory of the first Contracting Party.

2. Aircraft operated by the airline designated by one Contracting Party on the agreed services and fuel, lubricating oils, spare parts, regular equipment and aircraft stores remaining on board such aircraft shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees or other national duties and charges, even though such supplies be used or consumed by such aircraft on flights over the said territory.

3. Fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores for use in the operation of the agreed services may be stored at airports served by the designated airline.

4. Supplies exempted from customs duties under the terms of paragraph 2 may not be unloaded without the consent of the customs authorities of the other Contracting Party. If such supplies cannot be used or consumed they shall be re-exported. Pending removal from the said territory, they shall remain at the disposal of the designated airline but under the supervision of the said customs authorities.

Article 5

1. Each Contracting Party shall, on a basis of reciprocity, exempt on its territory the designated airline of the other Contracting Party from all taxation on profits or earnings deriving from the operation of the agreed air services.

2. Each Contracting Party may impose or permit to be imposed appropriate and reasonable charges for the use of airports and other facilities, provided that such charges do not exceed the charges paid by its national airline operating similar international services.

Article 6

The designated airlines of each Contracting Party shall have the right to maintain in the territory of the other Contracting Party such technical and commercial staff as may be required to operate its services. Where a designated airline declines to maintain its own staff in the territory of the other Contracting Party, it shall as far as possible assign any work to the airport staff or to the staff of the designated airline of the other Contracting Party.

Article 7

The transport capacity provided by the airlines designated for the operation of the agreed air services shall be related to traffic requirements and, in the case of common routes, shall be fixed by direct agreement between the airlines; it shall be subject to approval by the aeronautical authorities of the two Contracting Parties.

Article 8

1. The tariffs to be applied on the agreed services shall be fixed at reasonable levels by agreement between the designated airlines, regard being paid to all relevant factors such as cost of operation, characteristics of each service and the tariffs of other airlines.

2. The tariffs shall be subject to the approval of the aeronautical authorities of the Contracting Parties; if the designated airlines cannot agree on the tariffs, they shall be fixed by agreement between the aeronautical authorities; if agreement is still not forthcoming, the dispute shall be settled in accordance with the provisions of article 10 of this Agreement.

Article 9

There shall be direct contact and consultation as necessary between the aeronautical authorities of the Contracting Parties to ensure close co-operation in all matters affecting the application of this Agreement and its annex.

Article 10

Any doubt or dispute between the Contracting Parties relating to the interpretation or application of this Agreement and its annex shall be settled by the Parties by direct negotiation between their aeronautical authorities or, should such negotiations fail, through the diplomatic channel.

Article 11

1. Either Contracting Party may at any time propose to the other Contracting Party any modification of this Agreement or of its annex which it considers desirable. Consultations on the proposed modification shall begin within sixty days from the date of submission of the request therefor by either Contracting Party and may be held directly between the aeronautical authorities of the two Contracting Parties.

2. The aeronautical authorities of the two Parties may by agreement between them modify the annex to this Agreement. Any modification of the Agreement shall come into effect after it has been confirmed by an exchange of diplomatic notes between the two Contracting Parties.

Article 12

For the purposes of this Agreement and its annex :

1. The expression "aeronautical authorities" means :

In the case of the Republic of Mali, the "Ministry of Transport and Telecommunications — Directorate of Civil and Commercial Aviation" ;

In the case of the Czechoslovak Socialist Republic, the "Ministry of Transport and Communications — Aviation Department" or any other body authorized to perform the functions for which that authority is at present responsible.

2. The expressions "agreed services" and "specified routes" mean the international air services and routes specified in the annex to this Agreement.

3. The expression "designated airline" means the airline which one Contracting Party has designated to the other Contracting Party for the operation of any of the agreed services.

Article 13

Either Contracting Party may at any time notify the other Contracting Party that it denounces this Agreement. If such notice is given, the Agreement shall remain in force for one year after the date of receipt of the notice by the other Contracting Party.

Article 14

This Agreement shall enter into force on the date when the two Contracting Parties have notified each other that their appropriate authorities have given it their approval.

The Contracting Parties have, however, agreed to apply the provisions of this Agreement from the date of its signature.

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

DONE at Prague, on 27 November 1961, in duplicate in the French and Czech languages, both texts being equally authentic.

For the Government
of the Republic of Mali :

(Signed) OUADIDIE

For the Government
of the Czechoslovak Socialist Republic :

(Signed) M. MURIN

A N N E X

SECTION I

(a) The Government of the Czechoslovak Socialist Republic shall grant, on a basis of reciprocity, to the airline designated by the Government of the Republic of Mali a permit for the operation of the following international air services :

1. Bamako–Rabat–Zurich–Prague–Moscow or Berlin (without granting commercial rights on the sectors Prague–Moscow and Prague–Berlin and *vica versa*) and return by the same route.
2. Bamako–intermediate points in West Africa and Europe–Prague–points beyond and return by the same route (the intermediate points and points beyond shall be fixed by subsequent agreement between the aeronautical authorities of the two Contracting Parties).

(b) This permit shall include commercial rights, *i.e.* :

the right to pick up in Czechoslovakia passengers, cargo and mail destined for Mali or other countries ;

the right to set down in Czechoslovakia passengers, cargo and mail taken on board in the territory of Mali or of other countries.

(c) The designated airline may, permanently or on a particular flight, omit stops at any of the intermediate points mentioned in the schedule of routes in paragraph (a).

SECTION II

(a) The Government of the Republic of Mali shall grant, on a basis of reciprocity, to the airline designated by the Government of the Czechoslovak Socialist Republic a permit for the operation of the following international air services :

1. Prague–Zurich–Rabat–Bamako–Accra or Conakry (without granting commercial rights on the sectors Bamako–Accra and Bamako–Conakry and vice versa) and return by the same route.
2. Prague–intermediate points in Europe and West Africa–Bamako–points beyond and return by the same route (intermediate points and points beyond shall be established by subsequent agreement between the aeronautical authorities of the two Contracting Parties).

(b) This permit shall include commercial rights, i.e. :

the right to pick up in Mali passengers, cargo and mail destined for Czechoslovakia or other countries ;

the right to set down in Mali passengers, cargo and mail taken on board in the territory of Czechoslovakia or of other countries.

(c) The designated airline may, permanently or on a particular flight, omit stops at any of the intermediate points mentioned in the schedule of routes in paragraph (a)

EXCHANGE OF NOTES

I

CHAIRMAN OF THE GOVERNMENTAL DELEGATION
OF THE CZECHOSLOVAK SOCIALIST REPUBLIC

Prague, 27 November 1961

Sir,

With reference to the Agreement concerning air services signed this day¹ between the Czechoslovak Socialist Republic and the Republic of Mali, I have the honour to confirm to you that during the talks held for the purpose of concluding the above-mentioned Agreement the two delegations reached the following understanding :

1. With regard to the question of the free remittance of the earnings of the airline of one Party in the territory of the other Party, the delegation of Mali has not been able for the time being to accept the provision concerning such free transfer, which appears in the Agreement itself, although its preliminary view is that there will be no difficulty. The problem will be submitted to the competent financial authorities for the purpose of determining what form the arrangement on this point is to take.

¹ See p. 56 of this volume.

2. As the two Parties are signatories to the International Air Services Transit Agreement signed at Chicago on 7 December 1944,¹ the delegations have agreed not to include this matter in the Agreement concerning air services, while stating their intention of mutually fulfilling their undertakings under the Transit Agreement.

3. For a period of six months from the date of signature of the Agreement, CSA will continue to operate on the present route between Prague and Bamako with intermediate stops at Zurich, Rabat, Dakar and Conakry. If when this period expires the Czechoslovak authorities have not received the necessary permits from third States to operate on the route specified in the annex to the Agreement, they shall so inform the authorities of the Republic of Mali in order that the Parties may jointly consider what measures may be taken.

4. The two delegations note that in view of the present circumstances the designated airlines will not for the time being enjoy commercial rights on the sectors Prague–Moscow or Prague–Berlin in so far as Air-Mali is concerned and on the sectors Bamako–Conakry or Bamako–Accra in so far as CSA is concerned. If upon the expiry of a period of six months from the signature of the Agreement the restriction on the agreed services in the foregoing annex has not been lifted, the competent authorities of the two Parties shall jointly consider what measures may be taken.

5. The delegations have also reached an understanding that the designated airlines, in the operation of the agreed services, shall be free whenever justified by technical reasons to make further stops in addition to the stops mentioned in the annex to the Agreement, but shall not be entitled to the fifth freedom in relation to the other Contracting Party.

I would be obliged if you would kindly confirm that the contents of this letter correspond exactly to the agreement reached between our two delegations.

I have the honour to be, etc.,

(Signed) M. MURIN

Mr. Oumar Ouadidie
Chairman of the Governmental Delegation of the Republic of Mali
Prague

¹ See footnote 3, p. 18 of this volume.

II

CHAIRMAN OF THE GOVERNMENTAL DELEGATION
OF THE REPUBLIC OF MALI

Prague, 27 November 1961

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows :

[See note I]

I have the honour to confirm that the contents of your letter correspond exactly to the agreement reached between our two delegations.

I have the honour to be, etc.,

(Initialled)

Mr. Martin Murin
Chairman of the Governmental Delegation
of the Czechoslovak Socialist Republic
Prague
