

No. 7272

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**CZECHOSLOVAKIA  
and  
MOROCCO**

**Air Transport Agreement (with annex). Signed at Rabat,  
on 8 May 1961**

*Official text: French.*

*Registered by the International Civil Aviation Organization on 8 June 1964.*

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**TCHÉCOSLOVAQUIE  
et  
MAROC**

**Accord relatif au transport aérien (avec annexe). Signé à  
Rabat, le 8 mai 1961**

*Texte officiel français.*

*Enregistré par l'Organisation de l'aviation civile internationale le 8 juin 1964.*

[TRANSLATION — TRADUCTION]

No. 7272. AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE  
CZECHOSLOVAK SOCIALIST REPUBLIC AND MOROCCO.  
SIGNED AT RABAT, ON 8 MAY 1961

The Government of the Czechoslovak Socialist Republic and the Government of His Majesty the King of Morocco ;

Being desirous of promoting air transport between the Czechoslovak Socialist Republic and Morocco, and of furthering as much as possible international co-operation in this field ;

Being desirous of applying to such transport the principles and provisions of the Convention on International Civil Aviation signed at Chicago on 7 December 1944,<sup>2</sup> hereinafter referred to as “the Convention” ;

Have agreed as follows :

TITLE I

GENERAL PROVISIONS

*Article 1*

The Contracting Parties grant each other the rights specified in this Agreement for the purposes of establishing the international civil air services listed in the annex<sup>3</sup> hereto.

*Article 2*

For the purposes of this Agreement and its annex :

(a) The term “territory” shall have the meaning assigned to it by article 2 of the Convention.

(b) The term “aeronautical authorities” means :

—In the case of Morocco, the Ministry of Public Works, Air Division ;

—In the case of the Czechoslovak Socialist Republic, the Ministry of Transport and Communications, Department of Civil Aviation.

<sup>1</sup> Came into force on 19 October 1962, one month after the date on which the two Contracting Parties notified each other that the requisite formalities had been complied with, in accordance with the provisions of article 21.

<sup>2</sup> See footnote 2, p. 30 of this volume.

<sup>3</sup> See p. 291 of this volume.

(c) The term “designated airline” means an airline designated in writing by one of the Contracting Parties, in accordance with article 17, as being the airline authorized to operate the services agreed to within the scope of this Agreement.

(d) The terms “aircraft equipment”, “stores” and “spare parts” shall have the meaning assigned to them by the definitions in annex 9 to the Convention.

### Article 3

In order to prevent any discriminatory practices and to assure complete equality of treatment, the Contracting Parties agree that :

(a) The taxes or other fiscal charges and dues collected by either Contracting Party for the use of airports and other aeronautical installations in its territory by aircraft of the other Contracting Party shall not be higher than would be paid by its national aircraft of the same type engaged in similar international services.

(b) Subject to the observation of the regulations of the Contracting Party concerned :

(1) Aircraft employed by the designated airlines of one Contracting Party and brought into the territory of the other Contracting Party, and fuel, lubricating oils, spare parts, aircraft equipment, stores and general supplies, intended solely for use by the aircraft and imported and re-exported therewith, shall be exempt in the latter territory from customs duties and other charges and taxes levied in connexion with the importation, exportation and transit of goods ;

(2) Fuel, lubricating oils, spare parts, regular equipment and stores intended for use by the aircraft referred to in paragraph (1) above shall, on entry into or departure from the territory of the other Contracting Party, be exempt from customs duties, inspection fees or other similar duties and charges ;

(3) Fuel and lubricating oils taken on board aircraft employed by the designated airlines of one Contracting Party in the territory of the other and re-exported shall remain exempt from customs duties, consumption taxes and other national duties and charges.

### Article 4

Any airline designated by a Contracting Party may maintain its own essential technical and administrative personnel in the territory of the other Contracting Party. In cases where a designated airline elects not to maintain its own organization at the airports of the other Contracting Party, it shall, as far as possible, assign any necessary work to the personnel either of the airports or of a designated airline of the other Contracting Party.

*Article 5*

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still valid shall be recognized as valid by the other Contracting Party for the purpose of operation on the air routes specified in the annex to this Agreement. Each Contracting Party reserves the right, however, to refuse to recognize as valid for flights over its own territory certificates of competency and licences issued to its own nationals by the other Contracting Party or by any other State.

*Article 6*

(a) The laws and regulations of each Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline or airlines of the other Contracting Party.

(b) Passengers, crews and shippers of goods shall be required, either personally or through a third party acting in their name and on their behalf, to comply with the laws and regulations in force in the territory of each Contracting Party governing the entry, stay and departure of passengers, crews and cargo, such as those relating to entry, clearance, immigration, customs and quarantine.

*Article 7*

Each Contracting Party reserves the right to withhold an operating permit from an airline designated by the other Contracting Party, or to revoke such permit whenever, on sufficient grounds, it considers that it has no proof that substantial ownership and effective control of such airline are vested in the other Contracting Party or in nationals of that Party or in case of failure by that airline to comply with the rules and regulations referred to in article 6 or to perform its obligations under this Agreement.

Either Contracting Party shall exercise this right only after consultation as provided in article 9 below unless an immediate suspension of operations or the immediate application of restrictive conditions are necessary to prevent fresh infringements of its laws or regulations.

*Article 8*

Either Contracting Party may at any time request consultation between the competent aeronautical authorities of the two Contracting Parties concerning the interpretation, application or modification of this Agreement.

Such consultation shall begin within thirty days from the request therefor.

Any agreed modifications of this Agreement shall enter into force after they have been confirmed by an exchange of diplomatic notes. However, modifications of the annex shall enter into force immediately and shall be confirmed subsequently by an exchange of diplomatic notes.

#### *Article 9*

(a) Any dispute relating to the interpretation or application of this Agreement which cannot be settled between the aeronautical authorities or between the Governments of the Contracting Parties in accordance with the provisions of article 9 shall, at the request of either Contracting Party, be referred to an arbitral tribunal.

(b) Such arbitral tribunal shall consist of three members. Each of the two Governments shall appoint one arbitrator; these two arbitrators shall agree upon the appointment of a national of a third State as Chairman.

(c) If the arbitral tribunal cannot arrive at an amicable settlement of the dispute, it shall take a decision by majority vote. Unless the Contracting Parties agree otherwise, it shall establish its own rules of procedure and determine its place of meeting.

(d) The Contracting Parties undertake to comply with any provisional measures ordered in the course of the proceedings and with the arbitral award, which shall in all cases be considered final.

(e) If and so long as either Contracting Party fails to comply with the arbitral awards, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default.

(f) Each Contracting Party shall pay the remuneration for the services of its own arbitrator and half the remuneration of the Chairman appointed.

#### *Article 10*

This Agreement and its annex shall be communicated to the International Civil Aviation Organization for registration.

#### *Article 11*

This Agreement shall be brought into harmony with any multilateral agreements which may become binding on the Contracting Parties.

### TITLE II

#### AGREED SERVICES

#### *Article 12*

The Government of His Majesty the King of Morocco and the Government of the Czechoslovak Socialist Republic grant to each other the right to have the air

services specified in the route schedules appearing in the annex to this Agreement operated by one or more airlines designated by their respective Government. The said services shall hereinafter be referred to as "agreed services".

#### *Article 13*

(a) The agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to which the rights are granted, provided that :

(1) The Contracting Party to which the rights have been granted has designated one or more airlines which are to operate on the specified route or routes ;

(2) The Contracting Party granting the rights has, on the conditions laid down in paragraph (b) below, given the airline or airlines concerned the requisite operating permit, which shall be granted as soon as possible, subject to the provisions of article 7 above.

(b) The designated airlines may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that they are qualified to fulfil the conditions prescribed by the laws and regulations normally applied by those authorities to the operation of commercial airlines.

#### *Article 14*

The airline or airlines designated by one of the Contracting Parties under this Agreement shall enjoy, in the territory of the other Contracting Party, the right to set down and pick up international traffic in passengers, mail or cargo at the points and on the routes listed in the annex hereto.

#### *Article 15*

The airlines designated by each of the two Contracting Parties shall be assured of fair and equitable treatment so as to enjoy equal opportunities for the operation of the agreed services.

In operation on common routes, they shall take into account their mutual interests so as not to affect unduly each other's services.

#### *Article 16*

(a) The operation, in either direction, of services between Moroccan territory and Czechoslovak territory on the routes specified in schedule I of the annex to this Agreement, constitutes a basic and primary right of the two countries.

(b) For the purpose of operating these services :

(1) The capacity shall be divided equally among the Moroccan and Czechoslovak airlines subject to the provisions of paragraph (3) below ;

(2) The total capacity provided on each route shall be adapted to the reasonably foreseeable requirements.

In order to meet unforeseen or temporary traffic requirements on the same routes, the designated airlines shall decide among themselves upon appropriate measures to deal with such temporary increase in traffic. They shall report the same immediately to the aeronautical authorities of their respective countries, which may consult together if they see fit ;

(3) If either Contracting Party does not wish to use, on one or more routes, part or all of the transport capacity allocated to it, it shall come to an agreement with the other Party with a view to transferring to the latter, for a specified period, all or part of the transport capacity available to it to the extent specified.

The Contracting Party which transfers all or part of its rights may recover them at the end of the said period.

#### Article 17

(a) On all the routes appearing in schedule II of the annex to this Agreement, the agreed services shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to satisfy the normal and reasonably foreseeable requirements of international air traffic originating in or destined for the territory of the Contracting Party which has designated the airline operating the said services.

(b) Nevertheless, the airline or airlines designated by either Contracting Party may, within the limit of the over-all capacity stipulated in paragraph (a) of this article, satisfy the requirements of traffic between the territories of third States lying on the agreed routes and the territory of the other Contracting Party, to the extent that these requirements are not satisfied by local or regional services. The latter question shall be settled if necessary by consultation between the aeronautical authorities in accordance with article 8 of this Agreement.

(c) Additional capacity over and above that mentioned in paragraph (a) may be provided whenever it is warranted by the traffic requirements of the countries served by the route.

#### Article 18

The designated airlines shall, not later than thirty days before the start of the agreed services, notify the aeronautical authorities of the two Contracting Parties

of the method of operation, the types of aircraft to be used and the proposed timetables. The foregoing shall also apply to subsequent modifications.

#### Article 19

(a) The tariffs to be charged on the agreed services operating on the Czechoslovak and Moroccan routes specified in this Agreement shall, so far as possible, be fixed by agreement between the designated airlines.

These airlines shall proceed :

(1) By applying any resolutions adopted under the tariff-fixing procedure of the International Air Transport Association (IATA) ; or

(2) By direct agreement after consultation, where necessary, with any airlines of any third country operating on all or part of the same routes.

(b) The tariffs so fixed shall be submitted to the aeronautical authorities of each Contracting Party for approval not less than thirty (30) days before the date laid down for their entry into force ; in special cases this time-limit may be reduced, subject to the agreement of the said authorities.

(c) Should the designated airlines fail to agree on the fixing of a tariff in accordance with paragraph (a) above, or should one of the Contracting Parties make known its dissatisfaction with the tariffs submitted to it in accordance with the provisions of paragraph (b) above, the aeronautical authorities of the two Contracting Parties shall endeavour to reach a satisfactory solution.

In the last resort, the matter shall be referred to the arbitration provided for in article 9 of this Agreement.

Pending the announcement of the arbitral award, the Contracting Party making known its dissatisfaction shall have the right to require the other Contracting Party to maintain the tariffs previously in force.

#### Article 20

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate this Agreement. Such notification shall be sent simultaneously to the International Civil Aviation Organization. The termination shall come into force twelve months after the date of receipt of the notice by the other Contracting Party, unless such notice is withdrawn by common agreement before the end of that period. If the Contracting Party receiving such notice fails to acknowledge receipt, the said notice shall be deemed to have been received fifteen (15) days after its receipt at the headquarters of the International Civil Aviation Organization.



## FINAL PROVISION

*Article 21*

This Agreement shall enter into force one month after the date by which the Contracting Parties shall have notified each other that their respective official requirements have been fulfilled.

IN WITNESS WHEREOF the plenipotentiaries of the two Parties have signed this Agreement.

DONE at Rabat, on 8 May 1961, in duplicate in the French language.

For the Czechoslovak Socialist  
Republic :  
Karel ŠTEKL

For the Kingdom  
of Morocco :  
LAMRANI

## A N N E X

## SCHEDULE I

*Moroccan routes*

Points in Morocco – Prague.

*Czechoslovak routes*

Points in Czechoslovakia – Rabat or Casablanca.

## SCHEDULE II

*Moroccan routes*

- (1) Points in Morocco – Paris – Frankfurt – Prague and points east (1).
- (2) Points in Morocco – Geneva – Prague and points east (1).

*Czechoslovak routes*

- (1) Prague – Zurich – Rabat or Casablanca – Conakry – Freetown – Monrovia.
- (2) Prague – Zurich – Rabat or Casablanca – Conakry – Lagos.
- (3) Prague – Zurich – Rabat or Casablanca – points in Central America or South America (1).

(1) Points east and points in Central or South America shall be specified later by Agreement between the aeronautical authorities of the two Contracting Parties.

## NOTE

(a) The designated airlines may, on any of the above routes, omit one or more intermediate stops, provided that these stops are situated in the territory of a third State.

(b) It is understood that the above route schedules mention only the points served under the fifth freedom.