

**No. 7299**

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**MALI  
and  
NIGER**

**Air Transport Agreement (with annex and exchange of notes). Signed at Bamako, on 15 January 1964**

*Official text: French.*

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

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**MALI  
et  
NIGER**

**Accord relatif au transport aérien (avec annexe et échange de notes). Signé à Bamako, le 15 janvier 1964**

*Texte officiel français.*

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

[TRANSLATION — TRADUCTION]

No. 7299. AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE  
REPUBLIC OF MALI AND THE REPUBLIC OF THE  
NIGER. SIGNED AT BAMAKO, ON 15 JANUARY 1964

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The Government of the Republic of Mali and the Government of the Republic of the Niger,

Desiring to promote the development of air transport between Mali and the Niger and to further international co-operation in this field to the fullest possible extent;

Desiring to apply 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 for this purpose appointed to represent them :

The Government of the Republic of Mali :

Mr. Mamadou Aw, Minister of Public Works;

The Government of the Republic of the Niger :

Mr. Mamoudou Maidah, Minister of Rural Economy,

who, having exchanged their full powers, found in good and due form,

Have agreed as follows :

TITLE I

GENERAL PROVISIONS

*Article 1*

The Contracting Parties grant to each other the rights specified in this Agreement for the purpose of establishing the international civil air links listed in the attached annex.

*Article 2*

For the purpose of this Agreement and its annex :

(1) The term " territory " shall be understood as it is defined in article 2 of the Convention.

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<sup>1</sup> Applied from 15 January 1964, the date of signature, in accordance with the provisions of article 21.

<sup>2</sup> See footnote 2, p. 5 of this volume.

(2) The expression “aeronautical authorities” means :

—In the case of Mali, the Ministry of Trade and Transport (Department of Civil and Commercial Aviation);

—In the case of the Niger, the Ministry of Public Works (Department of Civil Aviation).

(3) The expression “designated airline” means an airline which one of the Contracting Parties shall have designated in writing, in accordance with article 11, as being the airline authorized to operate the agreed services within the framework of this Agreement.

(4) The expressions “aircraft equipment”, “stores” and “spare parts” shall have the meanings assigned to them in annex 9 of the Convention.

### Article 3

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

(a) The taxes or other fiscal duties and charges imposed by each Contracting Party for the use of airports and other aeronautical facilities in its territory by aircraft of the other Contracting Party shall not be higher than those payable by aircraft of the same type used in similar international services.

b) Subject to observance of the regulations of the Contracting Party concerned :

1. Aircraft employed in international service by the designated airlines of one Contracting Party, together with their normal equipment, reserves of lubricants and fuel, and aircraft stores (including foodstuffs, beverages and tobacco), shall, on arrival in the territory of the other Contracting Party, be exempt from all customs duties, inspection fees or other similar duties and charges, provided that such equipment and stores remain on board the aircraft until re-exported.

2. The following shall likewise be exempt from the same duties and charges, excluding, however, fees or charges levied as consideration for services rendered :

(a) Stores, irrespective of origin, introduced into the country of one Contracting Party in quantities not exceeding the limits set by the authorities of the said Contracting Party, and taken on board aircraft of the other Contracting Party engaged in international air service;

(b) Spare parts imported into the territory of one Contracting Party for the maintenance or repair of aircraft of designated airlines of the other Contracting Party engaged in international navigation;

- (c) Fuels and lubricants intended for aircraft used in international traffic by the designated airlines of the other Contracting Party, even though such supplies be consumed during that part of the flight which takes place over the territory of the Contracting Party in which they were taken aboard.
3. Regular aircraft equipment, supplies and stores on board the aircraft of one Contracting Party may not be unloaded in the territory of the other Contracting Party save with the consent of the customs authorities of that territory. When so unloaded, they may be placed under the supervision of the said authorities until they are re-exported or are declared to customs.

#### *Article 4*

Any airline designated by a Contracting Party may maintain such technical and administrative personnel of its own as may be necessary at the airports and in the towns of the other Contracting Party where it intends to have its own agency. In so far as a designated airline decides not to have its own organization at the airports of the other Contracting Party, it shall, as far as possible, employ personnel of the airports or of an airline of the other Contracting Party to undertake whatever work is needed.

#### *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 operating the air services specified in the attached annex. Nevertheless, each Contracting Party reserves the right to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences issued to its own nationals by the other Contracting Party or by another State.

#### *Article 6*

(1) The laws and regulations of each Contracting Party relating to the entry into and 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 apply to aircraft of the airline or airlines of the other Contracting Party.

(2) Passengers, crews and consignors of cargo shall be required to comply, either in person or through a third person acting in their name and on their behalf, with the laws and regulations governing, in the territory of each Contracting Party, the entry, stay and departure of passengers, crew or cargo, such as those relating to entry, clearance formalities, immigration, customs and sanitary measures.

*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 a permit :

- (1) Whenever it considers, on sufficient grounds, that it has no proof that substantial ownership and effective control of such airline are vested in the other Contracting Party or in nationals thereof;
- (2) Whenever such airline does not comply with the laws and regulations referred to in article 6, or does not fulfil its obligations under this Agreement;
- (3) This right shall be exercised by either Contracting Party only after consultation as provided for in article 8 below, unless the immediate cessation of operations or the immediate application of restrictive conditions is necessary in order to prevent further infringements of the laws and regulations.

*Article 8*

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

Such consultation shall begin within thirty days from the date of receipt of the request.

Such amendments to this Agreement as are decided upon shall enter into force after they have been confirmed by an exchange of notes through the diplomatic channel.

*Article 9*

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organization. The termination shall take effect one year after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement before the end of that period. If the Contracting Party receiving such notice fails to acknowledge receipt thereof, the said notice shall be deemed to have been received fifteen days after its receipt at the headquarters of the International Civil Aviation Organization.

*Article 10*

(1) 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 article 8 shall, at the request of either Contracting Party, be referred to an arbitral tribunal.

(2) Such 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.

If the two arbitrators have not been appointed within two months from the date on which one of the two Governments proposed that the dispute be settled by arbitration, or if within a further period of one month the arbitrators fail to agree on the appointment of a chairman, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointments.

(3) 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.

(4) The Contracting Parties undertake to comply with any provisional measures ordered in the course of the proceedings.

In the absence of provisional measures, the Contracting Parties shall continue to extend the privileges which they may have granted under this Agreement to the Contracting Party in default, pending the arbitral award, which shall in all cases be considered final.

(5) If and so long as either Contracting Party fails to comply with the arbitral award, 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. Each Contracting Party shall pay the remuneration for the services of its own arbitrator and half the remuneration of the chairman appointed.

## TITLE II

### AGREED SERVICES

#### *Article 11*

The Government of the Republic of Mali and the Government of the Republic of the Niger 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 designated airlines. The said services shall hereinafter be referred to as "agreed services."

#### *Article 12*

The airline or airlines designated by the Government of Mali under this Agreement shall enjoy in Niger territory the right to set down and pick up international traffic in passengers, mail and cargo at the points and on the Malian routes listed in the attached annex.

The airline or airlines designated by the Government of the Niger under this Agreement shall enjoy in Malian territory the right to set down and pick up international traffic in passengers, mail and cargo at the points and on the Niger routes listed in the attached annex.

#### *Article 13*

This Agreement may, should the occasion arise, be amended so as to bring it into line with any multilateral agreement entered into by the two Contracting Parties.

#### *Article 14*

The airlines designated by each of the two Contracting Parties shall be assured 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 on the agreed routes.

#### *Article 15*

(1) The operation of services between Malian territory and Niger territory or vice versa, on the routes specified in the schedules annexed to this Agreement, constitutes a basic and primary right of the two countries.

(2) For the purpose of operating these services, the capacity on each route shall be adapted :

- (a) To traffic demand between the country of origin and the country of destination;
- (b) To the requirements of through airline operation, etc.;
- (c) To traffic demand in the areas flown over, account being taken of local and regional services.

(3) 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.

(4) 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 Contracting 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 16*

(1) The designated airlines shall notify the aeronautical authorities of both Contracting Parties, within thirty days from inauguration of the agreed services, of the nature of the traffic, the type of aircraft used and the time-tables proposed. The same rule shall apply to any subsequent changes.

(2) The aeronautical authorities of the Contracting Parties shall supply to each other, on request, all regular or other statistical information that may be reasonably required for the purpose of controlling the transport capacity provided by a designated airline of the first Contracting Party. These statistics shall include all information necessary in order to determine the volume as well as the origin and destination of the traffic.

*Article 17*

The two Contracting Parties agree to consult each other whenever necessary in order to co-ordinate their respective air services.

*Article 18*

(1) The tariffs to be applied on the agreed services specified in this Agreement shall be fixed as far as possible by agreement between the designated airlines.

These airlines shall proceed :

—Either by direct agreement after consultation, when necessary, with any airlines of a third country operating on all or part of the same routes;

—Or by applying any resolutions adopted under the tariff-fixing procedure of the International Air Transport Association (IATA).

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

(3) Should the designated airlines fail to agree on the fixing of a tariff in accordance with paragraph (1) above, or should one of the Contracting Parties make known its dissatisfaction with the tariff submitted to it in accordance with the provisions of paragraph (2) 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 10 of this Agreement.

Pending 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.

### TITLE III

#### NON-SCHEDULED COMMERCIAL AIR SERVICES

##### *Article 19*

Each Contracting Party shall grant to the interested airlines of the other Contracting Party authorization to operate non-scheduled commercial air services from or to its territory, and agrees that prior authorization may be required for non-scheduled air transport in accordance with the conditions and limitations provided for in article 5, second paragraph, of the Convention; the time in which the request must be submitted shall not be more than two full business days in the case of a single flight or of series of not more than four flights; longer periods may be specified for more extensive series of flights.

#### FINAL PROVISIONS

##### *Article 20*

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

##### *Article 21*

This Agreement shall enter into force on the date on which the two Contracting Parties shall have notified each other that their respective authorities have approved it. The Contracting Parties have nevertheless agreed to apply the provisions of this Agreement as from the date of its signature.

IN WITNESS WHEREOF the representatives of the two Parties, duly authorized by their respective Governments, have signed this Agreement.

DONE at Bamako, on 15 January 1964, in duplicate in the French language.

For the Government  
of the Republic of the Niger :  
Mamoudou MAIDAH

For the Government  
of the Republic of Mali :  
Mamadou Aw

## A N N E X

## ROUTE SCHEDULES

- I. Point in Mali : from Mali to Niamey.  
Point in the Niger : from the Niger to Bamako.
- II. Malian routes :  
Points in Mali : from Mali to Bobo – Ouagadougou – Niamey and beyond to Kano – Fort-Lamy – Cairo.
- III. Niger routes :  
Points in the Niger : from the Niger to Ouagadougou – Bobo – Dioulasso – Bamako and beyond to Dakar or Rabat.

## EXCHANGE OF NOTES

## I

## CHAIRMAN OF THE DELEGATION OF THE NIGER

Bamako, 15 January 1964

Sir,

During the negotiations which led to the signature at Bamako, this day, of an air transport agreement<sup>1</sup> between the Republic of the Niger and the Republic of Mali, it was agreed as follows :

(1) The Government of the Republic of the Niger will designate the Société Air-Afrique as the Niger airline operating the agreed services, and the Government of Mali will accept that designation.

(2) The Government of the Republic of Mali will designate the Compagnie Nationale Air-Mali as the Malian airline operating the agreed services, and the Government of the Niger will accept that designation.

I have the honour to ask you to confirm the agreement of the Malian Government to the contents of this letter.

Accept, Sir, etc.

Mamoudou MAIDAH  
Chairman of the Delegation of the Niger

The Chairman of the Delegation of Mali  
Bamako

<sup>1</sup> See p. 199 of this volume.

## II

CHAIRMAN OF THE DELEGATION OF MALI  
BAMAKO

Bamako, 15 January 1964

Sir,

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

[See note I]

I have the honour to confirm that the Government of Mali agrees to the contents and terms of that letter.

Accept, Sir, etc.

Mamadou Aw  
Chairman of the Delegation of Mali

The Chairman of the Delegation of the Niger  
Bamako

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