

No. 7286

**IVORY COAST
and
FRANCE**

**Air Transport Agreement (with annex). Signed at Abidjan,
on 19 October 1962**

Official text: French.

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

**CÔTE-D'IVOIRE
et
FRANCE**

**Accord (avec annexe) relatif au transport aérien. Signé
à Abidjan, le 19 octobre 1962**

Texte officiel français.

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

[TRANSLATION — TRADUCTION]

No. 7286. AIR TRANSPORT AGREEMENT¹ BETWEEN THE
REPUBLIC OF THE IVORY COAST AND THE FRENCH
REPUBLIC. SIGNED AT ABIDJAN, ON 19 OCTOBER 1962

The Government of the Republic of the Ivory Coast and the Government of the French Republic,

Desiring to promote the development of air transport between the Ivory Coast and France and to further as much as possible international co-operation in this field ;

Desiring to apply to such transport the principles and provisions of the Convention on International Civil Aviation signed at Chicago on 7 December 1944 ;²

Have agreed as follows :

TITLE I
GENERAL

Article 1

The Contracting Parties grant each other the rights specified in this Agreement for the establishment of the international civil air services listed in the annex hereto. ³

Article 2

For the purposes of this Agreement and its annex :

(1) The word "territory" shall be understood as it is defined in article 2 of the Convention on International Civil Aviation.

(2) The expression "aeronautical authorities" means :

—In the case of the Republic of the Ivory Coast, the minister responsible for air transport ;

—In the case of the French Republic, the Office of the Secretary-General for Civil Aviation ;

¹ Came into force on 19 October 1962, the date of signature, in accordance with article 19.

² See footnote 2, p. 4 of this volume.

³ See p. 333 of this volume.

or, in either case, any other person or body authorized to perform the functions for which the said authority is at present responsible.

Article 3

(1) Aircraft employed in international service by the designated airlines of one Contracting Party together with their normal equipment, reserves of fuel and lubricants 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 such equipment and stores remain on board the aircraft until re-exported.

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

- (a) Aircraft stores, irrespective of origin, introduced into the territory 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 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

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 operations 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.

Article 5

(1) 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.

(2) 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 public health measures.

Article 6

Subject to the provisions of article 13, 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 its nationals, or in the event of failure by such airline to comply with the laws and regulations referred to in article 5 or to fulfil its obligations under this Agreement.

Article 7

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

Such consultation shall begin within thirty (30) days from the date of the request therefor.

Such modifications of this Agreement as are decided upon shall enter into force after they have been confirmed by an exchange of diplomatic notes.

Article 8

Each Contracting Party may at any time give notice to the other Contracting Party of its desire to denounce this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. The denunciation 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 expiry of this period. If the Contracting Party receiving such notice fails to acknowledge it, 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.

Article 9

(1) Any dispute relating to the interpretation or application of this Agreement which it has not been possible to settle between the aeronautical authorities or between the Governments of the Contracting Parties in accordance with the provisions of article 7 shall, at the request of either Contracting Party, be referred to an arbitral tribunal.

(2) Such arbitral tribunal shall consist of three members. Each of the two Governments shall appoint one arbitrator ; these two arbitrators shall then 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 should be settled by arbitration, or if the arbitrators fail to agree on the appointment of a chairman within a further period of one month, either Contracting Party may request the President 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, the arbitral tribunal 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 and with the arbitral award, which shall in every case be final.

(5) 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.

(6) Each Contracting Party shall pay the remuneration for the services of its own expert and half the remuneration of the chairman.

TITLE II

AGREED SERVICES

Article 10

The Government of the Republic of the Ivory Coast and the Government of the French Republic grant to each other the right to have the air services specified in the

route schedule 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 11

(1) 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 :

- (a) 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 ;
- (b) The Contracting Party granting the rights has given the airline or airlines concerned, on the terms stipulated in paragraph (2) below, the requisite operating permit, which shall be granted as soon as possible, subject to the provisions of article 6 of this Agreement.

(2) Designated airlines may be required to furnish the aeronautical authorities of the Contracting Party granting the rights with proof that they are qualified to fulfil the conditions prescribed under the laws and regulations normally applied by those authorities to commercial airline operations.

Article 12

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

The airline or airlines designated by the Government of the French Republic under this Agreement shall enjoy, in Ivory Coast territory, the right to set down and pick up international traffic in passengers, mail or cargo at the points and on the French air routes enumerated in the annex hereto.

Article 13

In principle, neither Contracting Party may designate for operation of the agreed services any airline substantial ownership of which is not vested in the Contracting Party designating it or in nationals of either Contracting Party.

If either Contracting Party considers that it has not adequate assurance that this condition is being fulfilled, it may, before issuing the permit requested, call for

consultation in accordance with the procedure laid down in article 7. If such consultation should fail, recourse shall be had to arbitration in accordance with article 9.

Pursuant to :

- Articles 77 and 79 of the Convention on International Civil Aviation concerning the establishment by two or more States of joint operating organizations or international operating agencies ;
- Articles 4 and 2 of the annexes to the Treaty on Air Transport in Africa, signed at Yaoundé on 28 March 1961,

the Government of the Republic of the Ivory Coast reserves the right, which the Government of the French Republic recognizes, to designate Air Afrique as the chosen instrument of the Republic of the Ivory Coast for the operation of the agreed services.

Article 14

- (1) The operation of services between Ivory Coast territory and French territory or vice versa on the routes specified in the schedule annexed to this Agreement constitutes a basic and primary right of the two countries.
- (2) The airlines designated by each Contracting Party shall be ensured just and equitable treatment and shall enjoy equal opportunities and equal rights in the operation of the agreed services.
- (3) Where they operate on the same routes they shall take one another's interests into account so as not to affect unduly their respective services.

Article 15

On all the routes appearing in the annex to this Agreement, the agreed services shall have as their primary objective the provision, at a load factor regarded as reasonable, 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.

The airline or airlines designated by either Contracting Party may, within the limit of the over-all capacity stipulated in the first paragraph 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, account being taken of local and regional services.

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.

If either Contracting Party does not wish to use, on one or more routes, part or all of the transport capacity which it is entitled to provide, 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 in question.

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

Article 16

The designated airlines shall, not later than thirty (30) days before the commencement of operation of the agreed services, notify the aeronautical authorities of both Contracting Parties of the method of operation, the types of aircraft to be used and the time-tables envisaged. This clause shall also apply to subsequent changes.

Article 17

The two Contracting Parties agree to consult together whenever necessary in order to co-ordinate their respective air services. On the occasion of such consultations they shall take into account traffic statistics, and shall exchange such statistics regularly.

If a third country should seek to obtain rights on one of the routes listed in the annex, the two Governments shall consult together in order to examine the practical consequences of the exercise of such rights.

Article 18

(1) The tariffs to be charged on the agreed services on the Ivory Coast and French routes referred to in this Agreement shall so far as possible be fixed by agreement between the designated airlines.

These airlines shall proceed by direct agreement after consultation, where necessary, with any airlines of any third country operating on all or part of the same routes.

(2) 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 period 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 Contracting Party make known its dissatisfaction with the tariff submitted to it in accordance with 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 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.

FINAL PROVISIONS

Article 19

This Agreement shall enter into force on the date of its signature.

Article 20

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

DONE at Abidjan, on 19 October 1962.

For the Government
of the Republic of the Ivory Coast :

(Signed) A. KACOU
Minister of Public Works,
Transport, Posts
and Telecommunications

For the Government
of the French Republic :

(Signed) L. BRASSEUR
Ambassador
of the French Republic
to the Ivory Coast

A N N E X

ROUTE SCHEDULE

I. *Ivory Coast routes*

- (a) From points in Ivory Coast territory *via* Bamako to Marseilles and Paris and vice versa,
- (b) From points in Ivory Coast territory *via* Accra or Lagos, a point in southern Europe to be determined, to Paris and vice versa.

II. *French routes*

- (a) From points in French territory *via* a point in southern Europe to be determined, Bamako to Abidjan and vice versa,
- (b) From points in French territory *via* Kano or Lagos, Accra, Lomé to Abidjan and vice versa.

Any point on the routes listed above may, at the option of the designated airlines, be omitted from any or all flights.