

No. 7569

**IVORY COAST
and
MALI**

**Air Transport Agreement (with annex). Signed at Abidjan,
on 9 July 1964**

Official text: French.

Registered by the International Civil Aviation Organization on 3 February 1965.

**CÔTE-D'IVOIRE
et
MALI**

**Accord (avec annexe) relatif au transport aérien. Signé à
Abidjan, le 9 juillet 1964**

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 3 février 1965.

[TRANSLATION — TRADUCTION]

No. 7569. AIR TRANSPORT AGREEMENT¹ BETWEEN THE
REPUBLIC OF THE IVORY COAST AND THE REPUBLIC
OF MALI. SIGNED AT ABIDJAN, ON 9 JULY 1964

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

Desiring to promote the development of air services between the Republic
of the Ivory Coast and the Republic of Mali and to further as much as possible
international co-operation in this field,

Desiring to apply to such services 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 Agree-
ment for the establishment of the international civil air services listed in the
annex³ hereto.

Article 2

For the purposes of this Agreement and its annex :

1. The term " territory " shall be understood as it is defined in article 2
of the Convention on International Civil Aviation;
2. The expression " aeronautical authority " means,
In the case of the Republic of the Ivory Coast, the Minister responsible
for air transport,
In the case of the Republic of Mali,
3. The expression " designated airline " means the airline which the aero-
nautical authorities of one Contracting Party shall have designated as being the

¹ Came into force on 9 July 1964, upon signature, in accordance with article 20.

² See footnote 2, p. 5 of this volume.

³ See p. 139 of this volume.

instrument chosen by them to exercise the traffic rights specified in this Agreement and which shall have been approved by the other Contracting Party in accordance with the provisions of articles 11, 12 and 14 hereunder.

Article 3

In order to prevent any discriminatory practices and to ensure complete equality of treatment, the Contracting Parties agree that the charges and other taxes or fees imposed by each Contracting Party for the use of aerodromes and other official aeronautical facilities in its territory by aircraft of the other Contracting Party shall not be higher than those payable by national aircraft of the same type used for similar purposes.

Article 4

1. Aircraft used in international traffic by the designated airline of one Contracting Party, and their regular equipment, supplies of fuel and lubricants and aircraft stores (including food, beverages and tobacco) shall be exempt, on arriving in the territory of the other Contracting Party, and from all customs duties, inspection fees and similar duties and charges, provided such equipment and supplies 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) Aircraft stores, irrespective of origin, obtained in the territory of one Contracting Party, within limits fixed by the authorities of the said Contracting Party, and placed on board aircraft of the other Contracting Party providing an international service;
- (b) Spare parts imported into the territory of one Contracting Party for the maintenance or repair of aircraft of the designated airline of the other Contracting Party used in international navigation;
- (c) Fuel and lubricants intended for aircraft operated in international traffic by the designated airline 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 on board.

3. Regular aircraft equipment, materials 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 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 routes specified in the annex hereto. 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 6

1. The laws and regulations of each Contracting Party relating to the admission to 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 the aircraft of the airline of the other Contracting Party.

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

Article 7

1. 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.

2. Such consultation shall begin within sixty (60) days from the date of receipt of the request.

3. Such modifications of 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 8

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

Agreement shall terminate 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 receipt thereof, 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 cannot be settled 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 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 of the date on which one of the two Governments proposed the arbitral settlement of the dispute, or if the arbitrators have not agreed upon the appointment of a Chairman within a further period of one month, 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 and with the arbitral award, which shall in all cases be considered final.

5. If and so long as one 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 arbitrator and half the remuneration of the Chairman appointed.

TITLE II

AGREED SERVICES

Article 10

The Government of the Republic of the Ivory Coast and the Government of the Republic of Mali grant each other the right to have the air services specified in the route schedule in the annex to this Agreement operated by the airline designated by each Government. The said services shall hereinafter be referred to as “agreed services”.

Article 11

Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline to operate the agreed services on the specified routes.

On receipt of this designation the other Contracting Party shall, subject to the provisions of the third paragraph of this article and of article 12 of this Agreement, without delay grant the appropriate operating permits to the designated airline.

The aeronautical authorities of either Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied by those authorities to the operation of international air services in conformity with the provisions of the Convention on International Civil Aviation.

Article 12

1. Each Contracting Party shall have the right to withhold the operating permits referred to in article 11, paragraph 2, if it is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals.

2. Each Contracting Party shall have the right to revoke an operating permit or to suspend the exercise by the airline designated by the other Contracting Party of the rights specified in article 10 of this Agreement if:

(a) It is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party which designated the airline or in nationals of that Contracting Party, or

- (b) The airline has not complied with the laws and regulations of the Contracting Party which granted these rights, or
- (c) The airline fails to operate in accordance with the conditions prescribed by this Agreement.

3. Unless revocation or suspension is necessary to prevent further infringements of the said laws and regulations, such right shall be exercised only after consultation, as provided in article 7, with the other Contracting Party. If such consultation should fail recourse shall be had to arbitration in accordance with article 9.

Article 13

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

The airline designated by the Government of the Republic of Mali under this Agreement shall enjoy in the territory of the Ivory Coast 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 annex hereto.

Article 14

Notwithstanding the provisions of article 11 of this Agreement, each Contracting Party may designate a joint air transport operating organization constituted in accordance with articles 77 and 79 of the Convention on International Civil Aviation Organization signed at Chicago on 7 December 1944 and such organization shall be accepted by the other Contracting Party.

Article 15

1. The operation of the agreed services between the territory of the Ivory Coast and the territory of Mali and vice versa constitutes a basic and primordial right of both countries.

2. Both Contracting Parties agree to ensure that the principles of equality and reciprocity will be applied in all matters relating to the exercise of rights arising from this Agreement.

The airlines designated by the two Contracting Parties shall be assured fair and equitable treatment, shall have equal opportunities and rights and shall observe the principle of an equal distribution of the capacity to be provided in operating the agreed services.

3. On common routes they shall take their mutual interests into account so as not to affect unduly their respective services.

Article 16

1. On each of the routes specified in the annex to this Agreement the agreed services shall have as their primary objective the provision, at a load factor deemed reasonable, of capacity adequate to meet the normal and reasonably foreseeable requirements of international air traffic from and to the territory of the Contracting Party which has designated the airline operating the said services.

2. The airline or airlines designated by one Contracting Party may, within the limit of the over-all capacity referred to in paragraph 1 of this article, satisfy traffic requirements between territories of third States situated on the agreed routes and the territory of the other Contracting Party, local and regional services being taken into account.

3. In order to meet unforeseen or temporary traffic requirements on these same routes, the designated airlines shall agree among themselves on appropriate measures to deal with such temporary increase in traffic. They shall report such measures immediately to the aeronautical authorities of their respective countries, which may consult together if they consider it advisable.

4. If the airline designated by one Contracting Party should not wish to use, on one or more routes part or all of the capacity which it is entitled to offer, it shall come to an agreement with the airline designated by the other Contracting Party for the purpose of transferring to it, for a specified period, all or part of the capacity in question.

The airline transferring all or part of its rights may recover them at the end of the specified period.

Article 17

1. The designated airlines shall inform the aeronautical authorities of the two Contracting Parties, not later than thirty (30) days before the inauguration of the agreed services of the operating conditions, the types of aircraft to be used and the proposed time-tables. The same rule shall apply in respect of subsequent changes.

2. The aeronautical authorities of each Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, at their request, such periodic or other statistics concerning the designated airline as may be reasonably required for the purpose of reviewing the capacity provided by the designated airline of the first Contracting Party. Such statistics shall contain all

the information necessary to determine the volume, origin and destination of the traffic.

Article 18

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

Article 19

The tariffs to be applied in respect of the agreed services on the Ivory Coast and Malian routes specified in this Agreement shall be fixed as far as possible by agreement between the designated airlines.

(a) The airlines shall proceed either :

By applying any decisions which have been adopted by the rate-fixing procedure of the International Air Transport Association (IATA); or

By direct agreement, after consultation, where necessary, with the airlines of third countries operating on all or part of the same routes.

(b) The tariffs so fixed shall be submitted for approval to the aeronautical authorities of each Contracting Party at least thirty (30) days before the proposed date of their entry into force. This period may be reduced in special cases, if the said authorities so agree.

(c) If the designated airlines fail to agree on the fixing of a tariff in accordance with paragraph (a) above, or if either Contracting Party make known its disapproval of the tariff 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 settlement.

In the last resort recourse shall be had to article 9 of this Agreement.

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

TITLE III

FINAL PROVISIONS

Article 20

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

Article 21

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

DONE at Abidjan, on 9 July 1964.

For the Government
of the Republic of the Ivory Coast :

Alcide KACOU
Minister of Public Works,
Construction, Transport,
Posts and Telecommunications

For the Government
of the Republic of Mali :

Henry CORENTHIN
Secretary-General
for Transport

A N N E X

ROUTE SCHEDULE

IVORY COAST ROUTES

- (1) Points in the Ivory Coast—Bamako, in both directions.
- (2) Abidjan—Bamako—three points to be determined later by agreement between the Parties.

MALIAN ROUTES

- (1) Points in Mali—Abidjan, in both directions.
 - (2) Bamako—Conakry—Freetown—Robertsfield—Abidjan—Accra—Lagos—Leopoldville.
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