

**No. 7566**

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**MALI  
and  
CAMEROON**

**Air Transport Agreement (with annex). Signed at Yaoundé,  
on 17 March 1964**

*Official text: French.*

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

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**MALI  
et  
CAMEROUN**

**Accord (avec annexe) relatif au transport aérien. Signé à  
Yaoundé, le 17 mars 1964**

*Texte officiel français.*

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

[TRANSLATION — TRADUCTION]

No. 7566. AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE REPUBLIC OF MALI AND THE FEDERAL REPUBLIC OF CAMEROON. SIGNED AT YAOUNDÉ, ON 17 MARCH 1964

The Government of the Republic of Mali and the Government of the Federal Republic of Cameroon,

Desiring to promote the development of air services between Cameroon and Mali and to further as much as possible the development of 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,<sup>2</sup>

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 establishment of the international civil air services listed in the annex<sup>3</sup> hereto.

*Article 2*

For the purposes of this Agreement and its annexes :

- (1) The expression “ the Convention ” means the Convention on International Civil Aviation signed at Chicago on 7 December 1944 and any amendment adopted in accordance with the provisions of the said Convention;
- (2) The term “ territory ” should be understood as it is defined in article 2 of the Convention;
- (3) The expression “ aeronautical authorities ” means, in the case of the Federal Republic of Cameroon, the Ministry responsible for civil aviation and, in the case of Mali, the Ministry responsible for civil aviation or, in either case, any person or body authorized to perform the functions presently exercised by the above-mentioned Ministries;

<sup>1</sup> Came into force on 17 March 1964, upon signature, in accordance with article 20.

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

<sup>3</sup> See p. 79 of this volume.

- (4) The expression “agreed services” means the air services specified in the route schedules in annex I to this Agreement;
- (5) The expression “designated airline” means any airline selected by one of the Contracting Parties to operate the agreed services listed in annex I, such designation having been notified to the aeronautical authorities of the other Contracting Party, in accordance with the provisions of article 8 of this Agreement;
- (6) The expression “stop for non-traffic purposes” means a technical stop.

### *Article 3*

In order to prevent any discriminatory practice and to ensure complete equality of treatment, the Contracting Parties agree that the charges or other taxes or fees imposed by each Contracting Party for the use of aerodromes and other aeronautical facilities on 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) The Contracting Parties agree that the aircraft of designated airlines used in international traffic, and fuel, lubricating oils, spare parts, tools, regular equipment and stores on board such aircraft, shall, upon entry into and departure from the territory of either Contracting Party, be totally exempt from customs duties and other fees or charges.

(2) All fuels, lubricating oils and aircraft stores taken on board in the territory of one of the Contracting Parties for use by aircraft of an airline designated by the other Contracting Party which are engaged in international traffic shall be totally exempt from customs duties and other fees or charges.

(3) Spare parts, tools and equipment imported and used in the territory of one Contracting Party for the maintenance or repair of aircraft of the airline designated by the other Contracting Party which are used in international traffic shall be exempt from customs duties and other fees or charges.

(4) Goods to which a preferential system has been applied under paragraphs 1, 2 and 3 above may not be disposed of without permission from the competent authorities. If they have not been used or taken on board an aircraft, they may be re-exported, exempt from customs duties and other fees or charges.

(5) All goods exempted from customs duties and other fees or charges under paragraphs 1, 2 and 3 above shall remain at the disposal of the airline to which they belong, subject to the appropriate customs supervision.

#### *Article 5*

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party, for the purpose of operating the air routes specified in annex I hereto. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party, if those certificates or licences do not comply with the International Civil Aviation Organization standards established by the Convention.

#### *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 aircraft of the airline designated by the other Contracting Party.

(2) Passengers and crews of aircraft and shippers of air cargo 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 governing the entry into, stay in and departure from the territory of each Contracting Party of passengers, crews or cargo, such as those relating to entry, clearance, immigration, passports, customs and quarantine.

### TITLE II

#### AGREED SERVICES

#### *Article 7*

The Government of the Federal Republic of Cameroon grants to the Government of the Republic of Mali the right to have the agreed services specified in the route schedule appearing in annex I to this Agreement operated by an airline designated by the latter Government.

The Government of the Republic of Mali grants to the Government of the Federal Republic of Cameroon the right to have the agreed services specified in the route schedule contained in annex I to this Agreement operated by an airline designated by the latter Government.

*Article 8*

(1) The agreed services may be put into operation immediately or at a later date at the option of the Contracting Party to which the rights have been granted, on condition that :

- (a) The Contracting Party to which the rights have been granted shall have designated an airline to operate on the route or routes specified in annex I to this Agreement;
- (b) The Contracting Party granting the rights shall have given to the airline concerned, under the conditions set forth in paragraph (2) below, the necessary operating permit, which shall be granted as promptly as possible, subject to the provisions of article 9 of this Agreement.

(2) 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 airlines, as regards the activities referred to in article 6, paragraph (1).

*Article 9*

Each Contracting Party reserves the right to withhold the operating permit mentioned in article 8 of this Agreement from an airline designated by the other Contracting Party or to revoke such a permit whenever it considers on sufficient grounds that it has no proof that substantial ownership and effective control of that airline are vested in the other Contracting Party or its nationals or in case of failure by that airline to comply with the laws and regulations referred to in article 6 or to fulfil its obligations under this Agreement and its annexes.

A Contracting Party which considers it has insufficient proof that substantial ownership and effective control of the airline are vested in the other Contracting Party or its nationals may, before issuing the requested permit, require a consultation according to the procedure laid down in article 17. If such consultation should fail, the matter shall be submitted to arbitration in accordance with article 19.

*Article 10*

The airline designated by the Cameroonian Government 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 on the Cameroonian routes listed in annex I to this Agreement.

The airline designated by the Malian Government under this Agreement shall enjoy in Cameroonian territory the right to set down and pick up international traffic in passengers, mail and cargo at the stops on the Cameroonian routes listed in annex I to this Agreement.

#### *Article 11*

The airlines designated by the Contracting Parties shall enjoy equal rights for the operation of the agreed services. On common routes, they shall take their mutual interests into account so as not to affect unduly their respective services.

#### *Article 12*

On each of the routes specified in annex I to this Agreement, the agreed services shall have as their primary objective the provision, at a load factor deemed reasonable, of transport capacity adequate to meet the normal and reasonably foreseeable requirements of the route.

If either Contracting Party should 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 specified period.

#### *Article 13*

The airline designated by each Contracting Party shall inform the aeronautical authorities of the other Contracting Party, not later than thirty days before the inauguration of the agreed services, of the nature of the transport, the types of aircraft to be used and the proposed time-tables. The same rule shall apply in respect of any subsequent changes.

#### *Article 14*

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

The said airlines shall proceed by direct agreement after consultation, where necessary, with airlines of third countries operating on all or part of the same routes.

(2) The tariffs to be applied in respect of passengers and cargo on the routes specified in accordance with article 1 of this Agreement shall be fixed taking

into account all relevant factors such as cost of operation, reasonable profit, the characteristics of each route and the tariffs applied by other airlines operating on all or part of the same routes. The tariffs shall be fixed in accordance with the provisions of the following paragraphs.

(3) All tariffs so fixed shall be submitted for approval to the aeronautical authorities of both Contracting Parties at least thirty (30) days before the proposed date of their entry into force. This period may be reduced in special cases if the aeronautical authorities so agree.

(4) If no agreement has been reached between the designated airlines in accordance with paragraph (2) above, or if one of the Contracting Parties does not approve the tariffs submitted for its approval in accordance with paragraph (3) above, the aeronautical authorities of the two Contracting States shall by agreement between themselves fix the tariffs for those routes or parts of routes in respect of which no agreement has been reached.

(5) If no agreement as provided for in paragraph (4) above is reached between the aeronautical authorities of the two Contracting Parties, the provisions of article 19 of this Agreement shall apply. Pending the announcement of an arbitral award the Contracting Party which has expressed its disapproval of the tariffs shall be entitled to require the other Contracting Party to maintain the tariffs previously in force.

#### *Article 15*

This Agreement and its annexes shall be registered with the International Civil Aviation Organization.

#### *Article 16*

Either Contracting Party may at any time give notice to the other of its desire to terminate this Agreement, and such notice shall be simultaneously communicated to the International Civil Aviation Organization. This Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the said notice is withdrawn by agreement before the expiry of this period. If the Contracting Party receiving such notice fails to acknowledge its receipt, the notice shall be deemed to have been received fourteen (14) days after its receipt by the International Civil Aviation Organization.

#### *Article 17*

In a spirit of close co-operation, the aeronautical authorities of the two Contracting Parties shall consult each other regularly with a view to ensuring

the implementation of, and satisfactory compliance with, the principles set forth in this Agreement.

In addition, each Contracting Party may at any time request consultation with the other, with a view to effecting such modification of this Agreement or its annexes as experience may prove to be desirable. Such consultation shall begin within a period of sixty (60) days from the date of the request.

Any modification of the Agreement or its annexes which is approved by the aeronautical authorities shall enter into force after it has been confirmed by an exchange of notes through the diplomatic channel.

#### *Article 18*

If both Contracting Parties accede to a general multilateral convention on air transport, the provisions of this Agreement and its annexes shall be amended so as to conform with the provisions of such multilateral convention.

Any discussion for the purpose of determining the extent to which a convention cancels, replaces, amends or supplements this Agreement shall be held in accordance with article 17 of this Agreement.

#### *Article 19*

Any dispute relating to the interpretation or application of this Agreement or its annexes shall be settled by direct agreement between the aeronautical authorities of the two Contracting Parties. Any settlement thus reached shall be approved through the diplomatic channel.

(1) If the negotiations between the two Contracting Parties fail to produce agreement within a period of sixty (60) days from the date of receipt of the above-mentioned request, the dispute shall, at the request of either Party, be referred for decision to a tribunal consisting of three arbitrators, to which each Party shall appoint one arbitrator, the two arbitrators thus appointed then appointing a third as Chairman.

Each Contracting Party shall appoint one arbitrator within sixty (60) days from the receipt by one Contracting Party of the note sent by the other Contracting Party through the diplomatic channel, requesting arbitration of the dispute, and the third arbitrator shall be appointed within the sixty (60) days following. If either Contracting Party fails to appoint an arbitrator in the period specified, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointments.

(2) 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. It shall reach a decision within ninety (90) days after it has been set up.

(3) 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.

(4) 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.

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

#### *Article 20*

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

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

DONE at Yaoundé on 17 March 1964 in duplicate, both texts being equally authentic.

For the Government  
of the Federal Republic of Cameroon :

For the Government  
of the Republic of Mali :

TANDENG MUNA  
Minister of Transport

HAMACIRE N'DOURE  
Minister of Trade and Transport

## ANNEX

## ROUTE SCHEDULE

*Cameroonian routes*

Douala  
Lagos  
Cotonou  
Accra  
Robertfield  
Freetown  
Konakry  
Bamako

and beyond to Algiers

Paris  
Prague

For the Government  
of the Republic of Mali :  
HAMACIRE N'DOURE

For the Government  
of the Federal Republic of Cameroon :  
MUNA TANDENG SALOMON

## ANNEX

## ROUTE SCHEDULE

*Malian routes*

Bamako  
Konakry  
Freetown  
Robertfield  
Abidjan  
Accra  
Cotonou  
Lagos  
Douala

and beyond to Brazzaville  
Dar es Salaam  
Nairobi  
Addis Ababa

For the Government  
of the Federal Republic of Cameroon :  
MUNA TANDENG SALOMON

For the Government  
of the Republic of Mali :  
HAMACIRE N'DOURE