

No. 7565

**SENEGAL
and
MALI**

**Air Transport Agreement (with annex). Signed at Dakar,
on 7 February 1963**

Official text: French.

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

**SÉNÉGAL
et
MALI**

**Accord (avec annexe) relatif au transport aérien. Signé à
Dakar, le 7 février 1963**

Texte officiel français.

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

[TRANSLATION — TRADUCTION]

No. 7565. AIR TRANSPORT AGREEMENT¹ BETWEEN THE
REPUBLIC OF SENEGAL AND THE REPUBLIC OF MALI.
SIGNED AT DAKAR, ON 7 FEBRUARY 1963

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

Desiring to promote the development of air transport between Senegal and Mali 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 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 term "aeronautical authorities" means,
 - In the case of Senegal, the Minister of Public Works and Transport,
 - In the case of Mali, the Minister of Transport (Directorate of Civil and Commercial Aviation),

or, in both cases, any person or body authorized to perform the functions exercised at present by them.

¹ Came into force on 7 February 1963, upon signature, in accordance with article 21.

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

³ See p. 59 of this Volume.

3. The term "designated airline" means the airline which the aeronautical authorities of one Contracting Party shall have designated as the enterprise chosen by them for the operation of the traffic rights specified in this Agreement and which shall have been accepted by the other Contracting Party in conformity with the provisions of this Agreement.

Article 3

1. Aircraft employed in international service by the designated airline of one Contracting Party, as well as their regular equipment, reserves of fuel and lubricating oils, and aircraft stores (including food, beverages and tobacco) shall be exempt, on arriving in the territory of the other Contracting Party, from all customs duties, inspection fees and other 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 these same duties and charges, excluding, however, fees or charges levied as consideration for services rendered :

(a) Aircraft stores, irrespective of origin, taken up in the territory of one Contracting Party within the limits fixed 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 the designated airline of the other Contracting Party engaged in international navigation;

(c) Fuel and lubricating oils intended for aircraft employed 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 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.

4. Equipment imported by the designated airline of one Contracting Party to be used within the limits of an international airport of the other Contracting Party with a view to the inauguration or operation of the international air services provided by the said airline shall be exempt from all customs duties, inspection fees and other similar duties and charges, provided that such equipment remains within the limits of the said airport.

The equipment exempt within the meaning of this article consists exclusively of equipment for use in the repair, maintenance and servicing of aircraft and passenger- and cargo-handling equipment, as described in annex 9 to the Convention on International Civil Aviation.

Article 4

The airline designated by one Contracting Party may maintain at the airport or airports and in the city or cities of the other Contracting Party such technical, administrative and commercial staff as that airline may deem necessary as its representatives, subject to compliance by such staff with the laws and regulations in force in the State concerned.

If the designated airline does not wish to have its own organization at the airport or airports of the other Contracting Party, it shall, so far as possible, engage the services of the staff of the airport or airports or the staff of the designated airline of the other Contracting Party to manage its affairs in the territory of that Party.

Article 5

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one of the Contracting Parties and still valid shall be recognized as valid by the other Contracting Party for the purpose of operating 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 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 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 a designated airline of 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.

Article 8

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.

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

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 simultaneously communicated 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 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 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 the provisions of article 8 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 agree upon the appointment of a national of a third State as Chairman.

If the two arbitrators have not been appointed within two months after 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 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 of the Contracting Parties 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 11

The Government of the Republic of Senegal and the Government of the Republic of Mali grant each other the right to have the air services specified in the route schedules appearing in the annex to this Agreement operated by the airline designated by each. The said services shall hereinafter be referred to as "agreed services".

Article 12

1. Subject to the provisions of article 7 above, each Contracting Party shall issue the necessary operating permit without delay to the designated airline of the other Contracting Party.

2. However, before being authorized to inaugurate the agreed services, the designated airline may be required to satisfy the aeronautical authority of the other Contracting Party that it fulfils the conditions prescribed by the laws and regulations normally applicable by that authority to the operation of international air services.

Article 13

The airline designated by the Government of Senegal 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 Senegalese routes listed in the annex hereto.

The airline designated by the Government of Mali under this Agreement shall enjoy, in Senegalese 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 annex hereto.

Article 14

Notwithstanding the provisions of article 7 of this Agreement, either Contracting Party may designate an airline constituted in conformity with articles 77 and 79 of the Convention on International Civil Aviation signed at Chicago on 7 December 1944, concerning the establishment by two or more States of joint air transport operating organizations or international operating agencies.

Article 15

The airlines designated by each Contracting Party shall be assured fair and equitable treatment so that they may enjoy equal opportunity to operate the agreed services.

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

Article 16

1. The operation of services from Senegalese territory to Malian territory and vice versa, on the routes specified in the schedule annexed to this Agreement, constitutes a basic and primary right of the two countries.

2. For the purpose of operating these services, the capacity provided on each route shall be related to :

(a) The traffic requirements between the country of origin and the countries of destination;

- (b) The requirements of through airline operation; and
- (c) The traffic requirements of the areas traversed, local and regional services being taken into account.

3. In order to meet unforeseen or temporary traffic requirements on the same routes, the designated airlines shall decide between themselves on 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 specified period.

Article 17

1. The designated airlines shall inform the aeronautical authorities of the two Contracting Parties, not later than thirty days before the inauguration of the agreed services, of the operating conditions, the types of aircraft used and the proposed time-tables and of any subsequent modifications thereof.

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 airlines 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 such traffic.

Article 18

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

Article 19

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

— Either through the application of the rate-fixing machinery of the International Air Transport Association (IATA);

- Or by direct agreement, after consultation, where necessary, with any airline 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 later 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.
3. Should the designated airlines fail to agree on the fixing of a tariff in accordance with the provisions of 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 arbitration as provided for in article 10 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 20

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

Article 21

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

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

DONE at Dakar, on 7 February 1963, in duplicate, in the French language.

For the Government
of the Republic of Senegal :

For the Government
of the Republic of Mali :

(Signed) Alioune Badara M'BENGUE
Minister of Public Works
and Transport

(Signed) Seydou Badian KOUYATE
Minister of Development

ANNEX

ROUTE SCHEDULE

Senegalese route

From points in Senegalese territory to Bamako in both directions.

Malian route

From points in Malian territory to Dakar in both directions.
