

No. 7562

FEDERAL REPUBLIC OF GERMANY
and
MOROCCO

**Air Transport Agreement (with exchange of notes). Signed
at Bonn, on 12 October 1961**

Official texts of the Agreement: German and French.

Official text of the letters: German.

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

RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
MAROC

**Accord relatif aux transports aériens (avec échange de notes).
Signé à Bonn, le 12 octobre 1961**

Textes officiels de l'Accord: allemand et français.

Texte officiel des lettres: allemand.

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

[TRANSLATION — TRADUCTION]

No. 7562. AIR TRANSPORT AGREEMENT¹ BETWEEN THE FEDERAL REPUBLIC OF GERMANY AND THE KINGDOM OF MOROCCO. SIGNED AT BONN, ON 12 OCTOBER 1961

The Federal Republic of Germany and
The Kingdom of Morocco

Desiring to regulate air services between and beyond their respective territories,
Have agreed as follows :

Article 1

1. For the purposes of this Agreement, unless otherwise stated in the text :

(a) The expression "aeronautical authority" means, in the case of the Federal Republic of Germany, the Federal Minister for Transport, in the case of the Kingdom of Morocco, the Minister for Public Works, or, in both cases, any other person or agency authorized to perform the functions for which the said authorities are responsible ;

(b) The expression "designated airline" means an airline which one of the Contracting Parties shall have designated in writing to the other Contracting Party, in accordance with article 3 as the airline which is to operate international air services on the routes specified in accordance with article 2, paragraph 2.

2. The terms "territory", "air services", "international air services" and "stop for non-traffic purposes" have, for the purposes of this Agreement, the meaning laid down in articles 2 and 96 of the Chicago Convention on International Civil Aviation of 7 December 1944.²

Article 2

1. Each Contracting Party grants to the other Contracting Party, for the purpose of the operation of international air services by the designated airlines :

The right to make non-stop flights over its territory,

The right to make stops for non-traffic purposes in its territory and

¹ Came into force on 23 August 1963, thirty days after the exchange of the instruments of ratification which took place at Rabat on 24 July 1963, in accordance with article 16.

² United Nations, *Treaty Series*, Vol. 15, p. 295 ; for subsequent actions relating to this Convention, see references in Cumulative Indexes Nos. 1 to 4, as well as Annex B in volumes 409 and 472.

The right to land in international traffic at the points in its territory which are specified for the routes laid down in paragraph 2, in order to pick up and set down commercially passengers, mail and cargo.

2. The routes on which the designated airlines of the two Contracting Parties shall have the right to operate international air services under the present Agreement shall be specified in a route schedule to be agreed upon in an exchange of notes.¹

Article 3

1. International air services may be inaugurated on the routes specified in accordance with article 2, paragraph 2, as soon as :

(a) The Contracting Party to which the rights referred to in article 2, paragraph 1, are granted, has designated in writing one or more airlines and

(b) The Contracting Party granting the rights has given the designated airline or airlines permission to inaugurate air services.

2. The Contracting Party granting the rights shall, subject to the provisions of paragraphs 3 and 4 and subject to the agreement of tariffs under article 9, grant without delay permission for the operation of the international air services.

3. Each Contracting Party may require a designated airline of the other Contracting Party to furnish proof that it is qualified to fulfil the conditions prescribed under the laws and regulations of the first-mentioned Contracting Party for the operation of international air services.

4. Each Contracting Party may withhold the exercise of the rights granted in article 2 from a designated airline of the other Contracting Party if that airline is unable on request to furnish proof that substantial ownership and effective control of the airline are vested in nationals or bodies corporate of the other Contracting Party or in the other Contracting Party itself.

Article 4

1. Each Contracting Party may revoke or restrict by imposing conditions the permission granted under article 3, paragraph 2, if a designated airline fails to comply with the laws and regulations of the Contracting Party granting the rights or with the provisions of this Agreement, or fails to fulfil the obligations arising therefrom. The foregoing shall also apply in the event of failure to furnish the proof referred to in article 3, paragraph 4.

Each Contracting Party shall exercise this right only after consultation in accordance with article 13, unless immediate suspension of operations or immediate imposition of conditions is necessary to prevent further infringements of laws or regulations.

¹ See p. 314 of this volume.

2. Each Contracting Party shall have the right, by giving notice in writing to the other Contracting Party, to replace a designated airline by another airline. The newly-designated airline shall have the same rights and be subject to the same obligations as the airline which it replaces.

Article 5

The charges imposed in the territory of each Contracting Party for the use of airports and other aeronautical facilities by aircraft of a designated airline of the other Contracting Party shall not be higher than those payable by domestic aircraft of the same type engaged in similar international air services.

Article 6

In order to prevent any discriminatory practices and to ensure complete equality of treatment, the Contracting Parties have agreed on the following :

(a) Aircraft employed by the designated airlines of one Contracting Party, as well as fuels, lubricating oils, spare parts, aircraft equipment, aircraft stores (foodstuffs, beverages and tobacco) and general supplies imported and re-exported with such aircraft and intended solely for use on board shall be exempt in the territory of the other Contracting Party, under the conditions specified in its customs regulations, from customs duties and other charges levied in connexion with the import, export and transit of goods.

(b) Fuels, lubricating oils, spare parts, regular equipment and aircraft stores (foodstuffs, beverages and tobacco) intended for use by the aircraft referred to in paragraph (a) above shall be exempt, on entry into or departure from the territory of the other Contracting Party, under the conditions specified by its customs regulations, from customs duties and other charges levied in connexion with the import, export and transit of goods, as well as inspection fees or other similar charges ; however this shall not apply to charges levied as consideration for special services.

(c) Fuels and lubricants taken, in the territory of one Contracting Party, on board aircraft of the designated airlines of the other Contracting Party and re-exported shall remain exempt, under the conditions specified in the customs regulations of the former Contracting Party, from customs duties and other duties and charges levied in connexion with the import, export and transit of goods, as well as consumption taxes.

(d) The provisions for exemption of goods (fuel, lubricants and aircraft stores) in paragraphs (a) to (c) shall also apply to consumable goods consumed over the territory of the other Contracting Party.

Article 7

1. There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate on each of the routes specified in accordance with article 2, paragraph 2.

2. In operating air services on the routes specified in accordance with article 2, paragraph 2, a designated airline of one Contracting Party shall take into account the interests of a designated airline of the other Contracting Party so as not to affect unduly the air services which the latter provides on the whole or part of the same routes.

3. The operation of services on the routes specified in accordance with article 2, paragraph 2, between the territory of the Federal Republic of Germany and the territory of the Kingdom of Morocco constitutes a primary right of the two Contracting Parties.

4. The air services on the routes specified in accordance with article 2, paragraph 2, shall have as their primary objective the provision of transport capacity adequate to meet the foreseeable requirements of traffic to and from the territory of the Contracting Party which has designated the airline. The right of this airline to effect carriage between points on a route, which are situated in the territory of the other Contracting Party, and points in third States shall be exercised in the interest of the orderly development of international traffic, in such a manner that the transport capacity is adapted to :

(a) The requirements of traffic to and from the territory of the Contracting Party which has designated the airline, at a reasonable load factor,

(b) The requirements of traffic in the areas traversed, account being taken of local and regional services,

(c) The requirements of economic through-airline operation.

Article 8

1. The designated airlines shall, not later than thirty days before the commencement of operation on the routes specified in accordance with article 2, paragraph 2, submit to the aeronautical authorities of both Contracting Parties programmes indicating the type of operations, the types of aircraft to be used and the proposed time-tables. This rule shall apply also in respect of subsequent changes.

2. The aeronautical authority of one Contracting Party shall supply to the aeronautical authority of the other Contracting Party, upon request, all such periodic or other statistics of the designated airlines as may be reasonably required for the purpose of reviewing the transport capacity provided by a designated airline of the first Contracting Party. Such statistics shall contain all information required to determine the volume, as well as the origin and destination of the traffic.

Article 9

1. The tariffs to be applied for passengers and cargo on the routes specified in accordance with article 2, paragraph 2, shall be fixed with due regard to all factors, such as cost of operation, reasonable profit, the special characteristics of each route

and the tariffs applied by other airlines operating on the whole or part of the same route.

2. The tariffs shall, so far as possible, be fixed by agreement between the designated airlines concerned.

These airlines may proceed:

(a) Either by applying any resolutions which may have been adopted under the tariff-fixing procedure of the International Air Transport Association (IATA); or

(b) By direct agreement after consultation, where necessary, with any airlines of third States operating on all or part of the same routes.

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

4. If the designated airlines fail to reach agreement in accordance with paragraph 2 or if either Contracting Party expresses its disapproval of the tariffs submitted to it in accordance with paragraph 3, the aeronautical authorities of the two Contracting Parties shall fix by agreement the tariffs for those routes and parts of routes in respect of which agreement has not been reached.

5. If no agreement is reached between the aeronautical authorities of the two Contracting Parties in accordance with paragraph 4, recourse shall be had to the arbitration procedure laid down in article 14. Pending announcement of the arbitral award, the Contracting Party which has expressed disapproval of a tariff shall have the right to require the other Contracting Party to maintain the tariff previously in force.

Article 10

If both Contracting Parties accede to a general multilateral convention concerning air services, the provisions thereof shall take precedence over this Agreement. Consultations to determine the extent to which a multilateral agreement cancels, amends or supplements this Agreement shall be held in accordance with article 13.

Article 11

Each designated airline of a Contracting Party may maintain its own essential technical and administrative staff at the airports and cities of the other Contracting Party in which it intends to maintain agencies of its own. If a designated airline does not establish its own organization at the airports of the other Contracting Party, it shall have the work in question performed where possible by the staff of the airports or of a designated airline of the other Contracting Party.

Article 12

There shall be exchanges of views as and when required between the aeronautical authorities of the Contracting Parties to ensure close collaboration and understanding concerning the application and interpretation of this Agreement.

Article 13

Either Contracting Party may at any time request consultation for the purpose of discussing amendments to this Agreement or the route schedule. Consultation may likewise be requested for the purpose of discussing the interpretation and application of the Agreement, if in the opinion of one Contracting Party an exchange of views in accordance with article 12 has not been successful. Such consultation shall begin within a period of sixty days from the date of receipt of the request.

Article 14

1. Any dispute relating to the application or interpretation of this Agreement which cannot be settled in accordance with article 13 shall, at the request of either Contracting Party, be referred to an arbitral tribunal.

2. The arbitral tribunal shall in each case be established in the following manner : each Contracting Party shall appoint one member and these members shall agree upon a national of a third State as chairman.

If the members are not appointed within sixty days and the chairman within ninety days after a Contracting Party has given notice of its intention to have recourse to an arbitral tribunal either Contracting Party may, in the absence of any other agreement, request the President of the Council of the International Civil Aviation Organization to make the necessary appointments.

Where the President possesses the nationality of one of the two Contracting Parties, or is otherwise prevented from carrying out this function, his deputy in office shall make the necessary appointments.

3. The arbitral tribunal shall reach its decisions by majority vote. Its decisions shall be binding.

Each Contracting Party shall bear the expenses of its member and half of the remaining costs.

In other matters the arbitral tribunal shall itself determine its rules of procedure.

Article 15

This Agreement, all modifications thereof, and any exchange of notes in accordance with article 2, paragraph 2, shall be communicated to the International Civil Aviation Organization for registration.

Article 16

1. This Agreement shall be ratified. The instruments of ratification shall be exchanged as soon as possible at Rabat.

2. The Agreement shall enter into force thirty days after the exchange of the instruments of ratification.

3. Either Contracting Party may denounce this Agreement at any time. The Agreement shall expire one hundred and eighty days after the denunciation is received by the other Contracting Party.

DONE at Bonn on 12 October 1961 in two original copies, each in the German and French language, both texts being equally authentic.

For the Federal Republic of Germany :

LAHR

For the Kingdom of Morocco :

Ahmed OSMAN

EXCHANGE OF NOTES

I

THE SECRETARY OF STATE IN THE MINISTRY OF FOREIGN AFFAIRS

Bonn, 12 October 1961

H. E. Mr. Ahmed Osman
Ambassador of the Kingdom of Morocco

Sir,

I have the honour to refer to article 2, paragraph 2, of the Air Transport Agreement between the Federal Republic of Germany and the Kingdom of Morocco, signed at Bonn on 12 October 1961. It was agreed between the Contracting Parties that air services may be operated on the routes specified in the following route schedule :

ROUTE SCHEDULE

I. NEIGHBOURHOOD SERVICES

1. *German routes*

Points in the Federal Republic of Germany to points in the Kingdom of Morocco.

2. *Moroccan routes*

Points in the Kingdom of Morocco to points in the Federal Republic of Germany.

II. OTHER SERVICES

1. *German routes*

(a) Points in the Federal Republic of Germany via points in Belgium, points in Spain or Portugal, to points in the Kingdom of Morocco and beyond to points in Africa ;

(b) Points in the Federal Republic of Germany via points in Switzerland, points in France or Italy, points in Spain or Portugal, to points in the Kingdom of Morocco and beyond to points in the Caribbean, Central and South America.

2. *Moroccan routes*

(a) Points in the Kingdom of Morocco via points in Spain or Portugal, points in Belgium, to points in the Federal Republic of Germany and beyond to points in Scandinavia ;

(b) Points in the Kingdom of Morocco via points in Spain or Portugal, points in France or Italy, points in Switzerland, to points in the Federal Republic of Germany and beyond to points east of the Federal Republic of Germany.

It was further agreed that :

1. The designated airlines of one Contracting Party may fly only to one point on each of the routes specified in the above route schedule in the territory of the other Contracting Party, unless special authorization for flights to several points on a route is granted by the aeronautical authority of the other Contracting Party ;

2. The designated airlines may omit points on each route, provided that the point of departure of the route concerned is situated in the territory of the Contracting Party which has designated the airline.

I have the honour to inform you that the Government of the Federal Republic of Germany has signified its approval of the above proposals. I would be grateful if you would let me know if the Government of the Kingdom of Morocco also agrees to these proposals. If this should be the case, this note and your note in reply shall be regarded as an Agreement between our Governments.

Accept, Sir, the assurances of my highest consideration.

(Signed) LAHR

II

THE AMBASSADOR OF THE KINGDOM OF MOROCCO

Bonn, 12 October 1961

Sir,

I have the honour to acknowledge receipt of your note of 12 October 1961, which reads as follows :

[*See note I*]

I have the honour to inform you that the Government of the Kingdom of Morocco agrees to the proposals contained in your note, and agrees that your note and this reply shall form an Agreement between our two Governments, entering into force on the date of this reply.

Accept, Sir, the assurances of my highest consideration.

(*Signed*) Ahmed OSMAN