

**No. 8156**

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**MOROCCO  
and  
FRANCE**

**Air Transport Agreement (with annexes). Signed at Rabat,  
on 25 October 1957**

**Exchange of letters constituting an agreement amending the  
above-mentioned Agreement. Rabat, 22 March and  
4 April 1961**

*Official text: French.*

*Registered by the International Civil Aviation Organization on 15 March 1966.*

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**MAROC  
et  
FRANCE**

**Accord relatif au transport aérien (avec annexes). Signé à  
Rabat, le 25 octobre 1957**

**Échange de lettres constituant un accord portant modifica-  
tion de l'Accord susmentionné. Rabat, 22 mars et 4 avril  
1961**

*Texte officiel français.*

*Enregistré par l'Organisation de l'aviation civile internationale le 15 mars 1966.*

[TRANSLATION — TRADUCTION]

No. 8156. AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN MOROCCO AND FRANCE. SIGNED AT RABAT, ON 25 OCTOBER 1957

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The Government of His Majesty the King of Morocco and the Government of the French Republic,

Being desirous of promoting air transport between Morocco and France, and of furthering as much as possible international co-operation in this field;

Being desirous of applying to such transport the principles and provisions of the Convention on International Civil Aviation signed at Chicago on 7 December 1944,<sup>2</sup> referred to as the Convention;

Have for this purpose appointed as their plenipotentiaries :

The Government of His Majesty the King of Morocco :

Mr. M'hamed Boucetta, Director, Executive Office of the Minister for Foreign Affairs,

The Government of the French Republic :

H.E. Mr. Alexandre Parodi, Ambassador Extraordinary, Special Envoy of the French Republic to Morocco,

Who, having exchanged their full powers, found in good and due form,

Have agreed as follows :

TITLE I

GENERAL

*Article 1*

The Contracting Parties grant each other the rights specified in this Agreement for the purposes of establishing the international civil air services listed in annex I<sup>3</sup> hereto.

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<sup>1</sup> Came into force on 13 December 1958, one month after the date on which the Contracting Parties notified each other that the requisite constitutional formalities had been complied with, in accordance with the provisions of article 20.

<sup>2</sup> See footnote 2, p. 68 of this volume.

<sup>3</sup> See p. 113 of this volume.

### Article 2

For the purposes of this Agreement and its annexes the word "territory" shall be deemed to be the land areas and territorial waters adjacent thereto over which either Contracting Party exercises sovereignty, suzerainty, protection or a mandate.

### Article 3

In order to prevent any discriminatory practices and to ensure complete equality of treatment, the Contracting Parties agree that :

- (a) The taxes or other charges and duties levied by either Contracting Party for the use of airports and other aeronautical installations in its territory by aircraft of the other Contracting Party shall not exceed those paid by its national aircraft of the same type used for similar purposes.
- (b) Aircraft employed by the designated airlines of one Contracting Party which are introduced into the territory of the other Contracting Party, and fuel, lubricating oils, spare parts, aircraft equipment, stores and general supplies intended solely for use by the aircraft and imported and re-exported therewith, shall be exempt in the territory of the other Contracting Party, on terms established by its customs regulations, from customs duties and other charges and taxes levied in connexion with the importation, exportation and transit of goods, with the exception of charges which represent the cost of services rendered.
- (c) Fuel, lubricating oils, spare parts, regular equipment and aircraft stores intended for use by the aircraft referred to in paragraph (b) above shall, on entry into or departure from the territory of the other Contracting Party, be exempt from customs duties, inspection fees and other similar duties and charges, with the exception of charges which represent the cost of services rendered.
- (d) Fuel and lubricating oils taken on board aircraft employed by the designated airlines of one Contracting Party in the territory of the other and re-exported shall remain exempt, subject to the customs regulations of the latter Contracting Party, from customs duties, excise taxes and other national duties and charges, with the exception of charges which represent the cost of services rendered.

### 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 Annex I 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 in cases where such certificates of competency and licences do not conform to the standards of the International Civil Aviation Organization (ICAO).

#### *Article 5*

(a) 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.

(b) 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 quarantine.

#### *Article 6*

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 whenever the airline fails 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 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 simul-

taneously communicated to the International Civil Aviation Organization. The denunciation shall take effect six months 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, within a period of two months from the date on which one of the two Governments has proposed settlement of the dispute by arbitration, the two arbitrators have not been appointed, or if, within a further period of one month, the arbitrators have not agreed upon the appointment of a chairman, either Contracting Party may request the President of the International Court of Justice 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 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. Each Contracting Party shall pay the remuneration for the services of its own arbitrator and half of the remuneration of the chairman appointed.

#### *Article 10*

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

## TITLE II

## AGREED SERVICES

*Article 11*

The Government of His Majesty the King of Morocco and the Government of the French Republic grant to each other the right to have the air services specified in the route schedules appearing in annex I to this Agreement operated by one or more airlines designated by their respective Governments. The said services shall hereinafter be referred to as : “ agreed services ”.

*Article 12*

(a) 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 :

- (1) 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;
- (2) The Contracting Party granting the rights has given the airline or airlines concerned, on the conditions laid down in paragraph (b) below, the requisite operating permit, which shall be granted as soon as possible, subject to the provisions of article 6 of this Agreement.

(b) 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 commercial airline operations with regard to the activities referred to in article 5 (a).

*Article 13*

The airline or airlines designated by the Government of His Majesty the King of Morocco 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 Moroccan routes listed in annex I hereto.

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

### Article 14

The airlines designated by each Contracting Party shall be assured just and equitable treatment so as to enjoy equal opportunities for the operation of the agreed services.

In operating on common routes they shall take into account their mutual interests so as not to affect unduly their respective services.

### Article 15

(1) The operation, in either direction, of services between Moroccan territory and metropolitan French territory on the routes specified in schedule I of annex I to this Agreement constitutes a basic and primary right of the two countries.

(2) For the purpose of operating these services :

(a) The capacity shall be divided equally among the Moroccan and French airlines subject to the provisions of sub-paragraph (c) below;

(b) The total capacity provided on each route shall be adapted to the reasonable foreseeable requirements;

In order to meet unforeseen or temporary traffic requirements on those routes, the designated airlines shall decide among themselves upon 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 see fit.

(c) 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 any time.

### Article 16

On each of the routes appearing in annex I to this Agreement, other than those referred to in article 15 above, 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 specified 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.

Capacity additional to that referred to in the first paragraph of this article may also be provided whenever it is warranted by the traffic requirements of the countries served by the route.

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

#### *Article 17*

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

These airlines shall proceed :

(a) by applying any resolutions 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 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 intended date 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 indicate 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 the arbitration provided for in article 9 of this Agreement.

Until the arbitral award is made, the Contracting Party which has indicated its dissatisfaction shall have the right to require the other Contracting Party to maintain the tariffs previously in force.



## TITLE III

## NON-SCHEDULED COMMERCIAL AIR SERVICES

*Article 18*

(1) Each Contracting Party shall grant to the airlines concerned of the other Contracting Party authorization to operate non-scheduled commercial air services from or to its territory, without the imposition of the " regulations, conditions or limitations " provided for in the second paragraph of article 5 of the Convention, where such aircraft are engaged in :

(a) Flights for the purpose of meeting humanitarian or emergency needs;

(b) Taxi-class passenger flights of occasional character on request, provided that the aircraft does not have a seating capacity of more than six and provided that the destination is chosen by the hirer or hirers and no part of the capacity of the aircraft is resold to the public;

(c) Flights on which the entire space is hired by a single person (individual, firm, corporation or institution) for the carriage of his or its staff or merchandise, provided that no part of such space is resold.

(2) The same treatment shall be accorded to aircraft engaged in any of the following activities :

(a) The transport of freight exclusively;

(b) The transport of passengers between regions which are not connected by scheduled air services;

(c) Single flights, no operator or group of operators being entitled under this sub-paragraph to more than one flight per month, between the same two traffic centres, for all aircraft available to them.

Nevertheless, either Contracting Party may require the abandonment of the activities specified in paragraph (2) of this article if it deems that these are harmful to the interests of its scheduled air services.

Furthermore, in respect of the activity referred to in sub-paragraph (b) of this paragraph, each Contracting Party may determine freely the extent of the regions (including the airport or airports comprised) and modify such determination at any time.

*Article 19*

The Contracting States further agree that in cases other than those covered by article 18 prior permission may be required for non-scheduled air services,

but the time by which the request must be submitted shall not be more than two full business days in the case of a single flight or of a series of not more than four flights; longer periods may be specified for more extensive series of flights.

#### FINAL PROVISION

##### *Article 20*

This Agreement shall enter into force one month after the date by which the Contracting Parties shall have notified each other that their respective constitutional requirements have been fulfilled.

IN WITNESS WHEREOF the plenipotentiaries of the two Parties have signed this Agreement.

DONE at Rabat, on 25 October 1957.

For the Government  
of His Majesty the King of Morocco :

M'hamed BOUCETTA  
Director, Executive Office  
of the Minister for Foreign Affairs

For the Government  
of the French Republic :

Alexandre PARODI  
Ambassador Extraordinary, Special  
Envoy of the French Republic to  
Morocco

#### ANNEX I

##### SCHEDULE I

(One or more points on the routes may be omitted.)

##### *French routes*

- (1) Points in metropolitan France, Tangier, Casablanca, Rabat, Oujda.
- (2) Points in Algeria, Oujda, Casablanca.
- (3) Points in metropolitan France, Casablanca, to French West Africa.
- (4) Points in French West Africa, Casablanca.

##### *Moroccan routes*

- (1) Points in Morocco, Paris, Bordeaux, Lyons, Toulouse, Marseilles, Nice.
- (2) Points in Morocco, Oran, Algiers.
- (3) Points in Morocco, Dakar.

## SCHEDULE II

(One or more points on the routes may be omitted.)

*French routes*

- (1) Points in metropolitan France, points in Spain, Tangier, Casablanca.
- (2) Points in metropolitan France, Casablanca, Dakar and beyond to South America.

*Moroccan routes*

- (1) Points in Morocco, points in Spain, Bordeaux, Paris.
- (2) Points in Morocco, Paris and beyond to Great Britain, Belgium and the Netherlands.
- (3) Points in Morocco, Bordeaux, Lyons, Geneva or Zurich, Frankfurt or Munich.

## ANNEX II

The consultations provided for in article 7 of the Agreement shall take place at least once a year and shall deal with the following subjects :

- (1) Co-ordination of the services operated by airlines of each Contracting Party with a view to providing a rational and harmonious system of air services for their respective territories;
  - (2) Study of possible modifications of the Agreement;
  - (3) Possible revision of the route schedules in Annex I with a view to adapting them to the requirements of air traffic;
  - (4) Consideration of the terms on which any new agreed service should be operated;
  - (5) Consideration, by means of statistical data which the Contracting Parties undertake to provide, of the terms on which the provisions of articles 15 and 16 shall be applied at the various landing points;
  - (6) Study of common operational problems with a view to their solution;
  - (7) Consideration of the terms on which flights other than those of the agreed commercial services are carried out;
  - (8) Study of any other matter relating to the effective operation and the development of air relations between the two countries.
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EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN MOROCCO AND FRANCE AMENDING THE AIR TRANSPORT AGREEMENT OF 25 OCTOBER 1957.<sup>2</sup> RABAT, 22 MARCH AND 4 APRIL 1961.

I

KINGDOM OF MOROCCO

MINISTRY OF FOREIGN AFFAIRS

No. 7.011 M/A/E/Cab

Rabat, 22 March 1961

Sir,

I have the honour to refer to the aeronautical consultations which took place at Rabat and at Casablanca on 22 and 23 November 1960 and in the course of which the two delegations agreed on the following modifications to the Franco-Moroccan Air Agreement of 25 October 1957.<sup>2</sup>

(1) "Marrakesh, Meknès or Fez" shall be added to French route No. (1) in Schedule I which shall henceforth read: "Points in metropolitan France, Tangier, Casablanca, Rabat, Oujda, Marrakesh, Meknès or Fez".

(2) "Frankfurt" shall be added to Moroccan route No. (2) in Schedule II, which shall henceforth read: "Points in Morocco, Paris and beyond to Great Britain, Belgium and the Netherlands, Frankfurt".

I have the honour to confirm that the Government of His Majesty the King of Morocco agrees to the above provisions.

I should be glad if you would signify your agreement to the foregoing.

Accept, Sir, the assurances of my highest consideration.

Dris MHAMMEDI

Minister for Foreign Affairs

His Excellency the Ambassador  
of the French Republic to Morocco  
Rabat

<sup>1</sup> Came into force on 4 April 1961 by the exchange of the said notes.

<sup>2</sup> See p. 97 of this volume.

## II

No. 1981 SP

Rabat, 4 April 1961

Sir,

I have the honour to acknowledge receipt of letter No. 7.C.11.M/A/E/Cab of 22 March 1961 by which the Government of His Majesty the King of Morocco signified its agreement to the provisions agreed between the two delegations which held aeronautical consultations at Rabat and at Casablanca on 22 and 23 November 1960.

In the course of these consultations, the two delegations agreed as follows :

[See letter I]

I have the honour to confirm that my Government agrees to the above provisions.

Accept, Sir, the assurances of my highest consideration.

Roger SEYDOUX

His Excellency the Minister for Foreign Affairs  
Rabat