

No. 8208

**MOROCCO
and
UNITED ARAB REPUBLIC**

**Air Transport Agreement (with annex and procès-verbal).
Signed at Rabat, on 19 May 1960**

Official texts: French and Arabic.

Registered by the International Civil Aviation Organization on 3 June 1966.

**MAROC
et
RÉPUBLIQUE ARABE UNIE**

**Accord relatif au transport aérien (avec annexe et procès-
verbal). Signé à Rabat, le 19 mai 1960**

Textes officiels français et arabe.

Enregistré par l'Organisation de l'aviation civile internationale le 3 juin 1966.

[TRANSLATION — TRADUCTION]

No. 8208. AIR TRANSPORT AGREEMENT¹ BETWEEN MOROCCO AND THE UNITED ARAB REPUBLIC. SIGNED AT RABAT, ON 19 MAY 1960

The Government of His Majesty the King of Morocco and the Government of the United Arab Republic ;

Being desirous of promoting air transport between Morocco and the United Arab Republic 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 1944,² hereinafter referred to as "the Convention" ;

Have to this effect appointed as their plenipotentiaries :³

The Government of His Majesty the King of Morocco :

The Government of the United Arab Republic :

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

Have agreed as follows :

TITLE I

GENERAL PROVISIONS

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 the annex hereto.

Article 2

For the purposes of this Agreement and its annex :

(a) The term "territory" shall have the meaning assigned to it by article 2 of the Convention.

(b) The expression "aeronautical authorities" means :

¹ Came into force on 26 December 1965, one month after the date on which the Contracting Parties notified each other of the completion of the constitutional formalities, in accordance with the provisions of article 19.

² United Nations, *Treaty Series*, Vol. 15, p. 295.

³ See footnote 1, p. 149 of this volume.

- In the case of Morocco, the Ministry of Public Works, Air Division ;
- In the case of the United Arab Republic, the Civil Aviation Department, Ministry of War.

(c) The expression “designated airline” means an airline designated in writing by one of the Contracting Parties, in accordance with article 14, as being the airline authorized to operate the services agreed to within the scope of this Agreement.

(d) The expressions “aircraft equipment”, “stores” and “spare parts” shall have the meaning assigned to them by the definitions in annex 9 to the Convention.

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 fiscal charges and dues 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 aircraft of the same type engaged in similar international services.

(b) Subject to compliance with the regulations of the Contracting Party concerned :

(1) 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 from customs duties and other charges and taxes levied in connexion with the importation, exportation and transit of goods ;

(2) Fuel, lubricating oils, spare parts, regular equipment and aircraft stores intended for use by the aircraft referred to in paragraph (1) above shall, on entry into or departure from the territory of the other Contracting Party, be exempt from customs duties, inspection fees or other similar duties and charges ;

(3) 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 from customs duties, excise taxes and other national duties and charges.

Article 4

Any airline designated by a Contracting Party may maintain its own essential technical and administrative personnel at the airports and in the towns of the other

Contracting Party in which it wishes to maintain its own organization. In cases where a designated airline provisionally elects not to maintain its own organization at the airports of the other Contracting Party, it shall, as far as possible, assign any necessary work to the personnel of the airports or of a designated airline of the other Contracting Party.

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 operation on 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 or by any other State.

Article 6

(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 7

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 6 or to perform its obligations under this Agreement.

Either Contracting Party shall exercise this right only after consultation as provided in article 9 below unless an immediate suspension of operations or the immediate application of restrictive conditions are necessary to prevent fresh infringements of its laws or regulations.

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 termination 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 end of that 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

Either Contracting Party may at any time request consultation between the competent aeronautical authorities of the two Contracting Parties concerning the interpretation or application of the Agreement or the modification of the annex.

Such consultation shall begin within thirty days from the request therefor.

Such modifications of the annex as are decided upon shall enter into force after they have been confirmed by an exchange of notes through the diplomatic channel.

Article 10

(a) 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 9 shall, at the request of either Contracting Party, be referred to an arbitral tribunal.

(b) 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, within a period of two months from the date upon which one of the two Governments has proposed settlement of the dispute by arbitration, the two arbitrators have not been appointed, or if, within the month following their appointment, the arbitrators have not agreed upon the appointment of a chairman, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointments.

(c) 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.

(d) 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.

(e) 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.

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

Article 11

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

Article 12

This Agreement shall be brought into harmony with any multilateral agreement which may become binding on the two Contracting Parties.

TITLE II

AGREED SERVICES

Article 13

The Government of His Majesty the King of Morocco and the Government of the United Arab Republic grant to each other the right to have the air services specified in the route schedules appearing in the annex 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 14

(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, on the conditions laid down in paragraph (b) below, given the airline or airlines concerned the requisite operating permit, which shall be granted as soon as possible, subject to the provisions of article 7 above.

(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 the operation of commercial airlines.

Article 15

(a) The airline or airlines designated by one of the Contracting Parties under this Agreement shall enjoy, in the territory of the other Contracting Party, the right to set down and pick up international traffic in passengers, mail or cargo at the points and on the routes listed in the annex hereto.

(b) The airlines designated by each of the two Contracting Parties shall be assured fair and equitable treatment so as to enjoy equal opportunities for the operation of the agreed services.

(c) The rights granted may not be exercised abusively by the airlines designated by one of the Contracting Parties to the detriment or disadvantage of any airline of the other Contracting Party operating on all or part of the same route.

Article 16

(a) The operation, in either direction, of services between Moroccan territory and the territory of the United Arab Republic constitutes a basic and primary right of the two countries.

(b) The agreed services shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to satisfy the normal and reasonably foreseeable requirements of international air traffic to or from the territory of the Contracting Party which has designated the airline operating the said services.

(c) Nevertheless, the airline or airlines designated by either Contracting Party may, within the limit of the over-all capacity specified in paragraph (b) 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, to the extent that these requirements are not satisfied by local or regional services.

Article 17

The designated airlines shall, not less than thirty days before the inauguration of the agreed services, notify the aeronautical authorities of the two Contracting Parties of the nature of the transport, the types of aircraft to be used and the timetables planned. The same rule shall apply to any subsequent changes.

The aeronautical authorities of either Contracting Party shall supply, upon request, to the aeronautical authorities of the other Contracting Party such periodic or other statistical data concerning the designated airlines as may be reasonably required for the purpose of verifying the transport capacity provided by a designated airline of the first Contracting Party. Such data shall include all information required to determine the volume and the origin and destination of the traffic.

Article 18

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

These airlines shall proceed :

(1) By applying any resolutions adopted under the tariff-fixing procedure of the International Air Transport Association (IATA) ; or

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

(b) 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.

(c) Should the designated airlines fail to agree on the fixing of a tariff in accordance with paragraph (a) above, or should one of the Contracting Parties indicate its dissatisfaction with 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 solution.

In the last resort, the matter shall be referred to the arbitration provided for in article 10 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.

FINAL PROVISION

Article 19

This Agreement shall enter into force provisionally on the date of signature and definitively 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 Contracting Parties have signed¹ this Agreement.

DONE , on .

For Morocco :

For the United Arab Republic :

A N N E X

ROUTE SCHEDULE

A. The airlines designated by the Government of the Kingdom of Morocco shall be authorized to operate air services in both directions on the routes specified hereunder :

1. Points in Morocco – Algeria – Tunisia – Libya – United Arab Republic (Cairo) – Lebanon – Iraq.
2. Points in Morocco – Tunisia – Rome – Athens – Lebanon – United Arab Republic (Cairo).

B. The airlines designated by the Government of the United Arab Republic shall be authorized to operate air services in both directions on the routes specified hereunder :

1. Points in the United Arab Republic – Libya – Tunisia – Algeria or Barcelona – Casablanca or Rabat.
2. Points in the United Arab Republic – Athens – Rome – Barcelona or Lisbon – Casablanca – Dakar – South America.

NOTE : The designated airlines may, on any of the above routes, omit one or more intermediate stops, provided that these stops are situated in the territory of a third State.

PROCÈS-VERBAL

Negotiations took place from 16 to 19 May between a delegation of the United Arab Republic and a delegation of the Kingdom of Morocco for the conclusion of an air transport agreement.

¹ According to the information communicated to the International Civil Aviation Organization by the Government of the United Arab Republic, the Agreement and the Procès-verbal were signed at Rabat on 19 May 1960 by the following plenipotentiaries :

On behalf of Morocco : Mr. El-Kermoudi, Attaché, Office of the Minister of Public Works ;
On behalf of the United Arab Republic : Mr. Mohamed Soliman El-Hakim, Director-General of Civil Aviation for the United Arab Republic.

The delegation of the Kingdom of Morocco was composed as follows :

Mr. Kermoudi, Attaché, Office of the Ministry of Public Works ;

Mr. Azzaoui, Engineer, Air Division ;

Mr. Ababou, Secretary-General of the Royal Air Maroc Company.

The delegation of the United Arab Republic was composed as follows :

Mr. Mohamed Soliman El-Hakim, Chairman of the delegation of the United Arab Republic and Director-General of Civil Aviation for the United Arab Republic ;

Mr. Ahmed Abdel Hamid Seif, Director-General of Civil Aviation for the Egyptian region ;

Dr. Abdel Monem Ismail, Department of Air Transport ;

Mr. Ibrahim Salah, Commercial Secretary at the Embassy of the United Arab Republic.

In the course of these negotiations, the two delegations reached agreement on the wording of the clauses of the Agreement and the annex of which a copy is attached hereto.

The two delegations signified their agreement that the capacity provided under article 16 should be determined by agreement between the airlines designated by the two Contracting Parties and approved by the aeronautical authorities.

Pursuant to article 16 (b), the two delegations signified their agreement that exercise of fifth freedom rights should be suspended :

(1) Between the United Arab Republic, Lebanon, and Libya, in the case of the airlines designated by the Kingdom of Morocco ;

(2) Between Morocco, Algeria and Dakar, in the case of the airlines designated by the United Arab Republic.

The said Agreement and its annex were initialled by the chairmen of the delegations on Thursday, 19 May, at 12 noon.

Rabat, 19 May 1960.

For the delegation
of the Kingdom of Morocco :¹

For the delegation
of the United Arab Republic :¹

¹ See footnote 1, p. 149 of this volume.