

No. 8219

MALI
and
ALGERIA

Agreement relating to air transport (with schedule of routes). Signed at Algiers, on 22 July 1963

Official text : French.

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

MALI
et
ALGÉRIE

Accord relatif aux transports aériens (avec tableau des routes). Signé à Alger, le 22 juillet 1963

Texte officiel français.

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

[TRANSLATION¹ — TRADUCTION²]

No. 8219. AGREEMENT³ BETWEEN THE GOVERNMENT OF MALI AND THE GOVERNMENT OF THE DEMOCRATIC AND POPULAR REPUBLIC OF ALGERIA RELATING TO AIR TRANSPORT. SIGNED AT ALGIERS, ON 22 JULY 1963

The Government of the Republic of Mali and

The Government of the Democratic and Popular Republic of Algeria

Desiring to promote the development of air transport services between Mali and Algeria and to further as much as possible international cooperation in this field, and

Desiring to apply to these services the principles and provisions of the Convention on International Civil Aviation signed at Chicago on 7 December 1944,⁴

Agree as follows :

Article 1

The Contracting Parties grant to each other the rights specified in the present Agreement for the purpose of establishing the international civil air services enumerated in the attached Annex.

PART I

DEFINITIONS

Article 2

For the purposes of this Agreement and its Annex :

- (1) the term "territory" shall have the meaning assigned to it in Article 2 of the Convention on International Civil Aviation ;
- (2) the expression "aeronautical authorities" means, in the case of Mali, the Ministry responsible for Civil Aviation, in the case of Algeria, the Ministry responsible for Civil Aviation, or in both cases, any person or agency empowered to assume the functions presently exercised by them ;

¹ Translation by the Secretariat of the International Civil Aviation Organization.

² Traduction du Secrétariat de l'Organisation de l'aviation civile internationale.

³ Applied provisionally from 22 July 1963, the date of signature, in accordance with article 20.

⁴ United Nations, *Treaty Series*, Vol. 15, p. 295.

- (3) the expression "designated airline" means the airline which the aeronautical authorities of either Contracting Party shall have designated by name as the instrument chosen by them to exercise the traffic rights provided in this Agreement and which shall have been accepted by the other Contracting Party in accordance with the provisions of this agreement.

PART II

GENERAL PROVISIONS

Article 3

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 aircraft of the airline of the other Contracting Party.

Crews, passengers and consignors of cargo shall be bound, either in person or through third parties acting in their name and on their behalf, to comply with the laws and regulations in force in the territory of each Contracting Party as to admission to, stay in and departure from the territory of the other Contracting Party of crews, passengers or cargo such as regulations relating to entry, immigration, emigration, passports, clearance, customs, currency control and measures adopted under health regulations.

Article 4

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 services specified in the attached Annex.

However, either Contracting Party reserves the right to refuse to recognize as valid, for the purpose of flight over its own territory, certificates of competency and licences issued to its own nationals by the other Contracting Party if these certificates and licences fail to conform to the Standards of ICAO (International Civil Aviation Organization).

Article 5

Aircraft operated on international services by the designated airlines of either Contracting Party, as well as their regular airborne equipment, supplies of fuels and lubricants, and aircraft stores (including foodstuffs, beverages and tobacco) shall be exempt, in the conditions prescribed by the customs regulations of that Party, from all customs duties, inspection fees and other similar duties or taxes on arriving in the territory of the other Contracting

Party, provided such equipment and supplies remain on board the aircraft until such time as they are re-exported.

(2) There shall also be exempt, in the same conditions, from the same duties and taxes, with the exception of charges or taxes corresponding to services performed :

- (a) Airborne stores of whatever origin acquired in the territory of either Contracting Party within the limits fixed by that Contracting Party and taken on board aircraft of the other Contracting Party engaged in international service ;
- (b) Spare parts imported into the territory of either Contracting Party for the maintenance or repair of aircraft of the airline designated by the other Contracting Party engaged in international navigation ;
- (c) Fuels and lubricants taken on board in the territory of either Contracting Party and destined to supply aircraft operated on international services by the airline designated by the other Contracting Party to operate the agreed services, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they were taken on board.

(3) Regular airborne equipment, as well as materials and stores on board the aircraft of either Contracting Party, may only be unloaded in the territory of the other Contracting Party with the consent of the customs authorities of that territory. In this case they may be placed under the supervision of such authorities up to such time as they are re-exported or entered on a customs declaration.

(4) All equipment imported by the designated airline of one Contracting Party for use within the boundaries of an international airport of the other Contracting Party for the purpose of inaugurating or operating the international air services provided by that airline shall be exempt from all customs duties, inspection fees and other similar taxes and charges provided such equipment remains within the boundaries of said airport.

The equipment exempted within the meaning of this Article shall be confined to :

equipment destined for the repair, maintenance and operation of aircraft ;
equipment destined for the service of passengers ;
equipment destined for the handling of cargo,
As described in Annex 9 of the Convention on International Civil Aviation.

Article 6

The designated airline of a Contracting Party may maintain its own essential technical, administrative and commercial personnel at the airport(s) and in the town(s) of the other Contracting Party at which it intends to have its own representation, subject to observance by such personnel of the laws and regulations in force in the State concerned.

To the extent that the designated airline waives its right to have its own organization at the airports of the other Contracting Party it shall, as far as possible, entrust any work required to the staff of the airport(s) or the designated airline of the other Contracting Party.

Article 7

Either Contracting Party shall have the right to withhold or revoke the operating authorization to the designated airline of the other Contracting owner Party when, for valid reasons, it is not satisfied that substantial ship¹ and effective control of that airline are vested in the other Contracting Party or its nationals, or when that airline fails to comply with the laws and regulations referred to in Article 3 or to perform its obligations under this Agreement.

PART III

INTERPRETATION, REVISION, TERMINATION, DISPUTES

Article 8

Consultation between the competent authorities of the two Contracting Parties may be requested at any time by either Party concerning the interpretation, application, or amendment of this Agreement.

Such consultation shall commence not later than thirty (30) days after the request is received.

Agreed amendments to this Agreement shall come into force after their confirmation 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.

¹ Note by the Secretariat of the International Civil Aviation Organization: "The expression 'substantial ownership' is a translation of the phrase '*part prépondérante de la propriété*' in the French text."

The Agreement shall terminate six (6) 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 that period.

In the absence of acknowledgement by the Contracting Party which receives such notice, 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) In the event that a dispute relating to the interpretation or application of this Agreement cannot be settled in accordance with Article 8, either between the aeronautical authorities or between the Governments of the two Contracting Parties, it shall be referred, at the request of either Party, to an arbitral tribunal.

(2) This Tribunal shall be composed of three members. Each of the two Governments shall designate an arbitrator and these two arbitrators shall agree on 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 proposed arbitration of the dispute, the two arbitrators have not agreed on the appointment of a Chairman, the President of the International Civil Aviation Organization may be requested by either Contracting Party to make the necessary appointment.

(3) If the arbitral tribunal fails to reach an amicable settlement, it shall render its decision by majority vote. Unless the Contracting Parties agree otherwise, the tribunal shall draw up its own rules and choose its own venue.

(4) The Contracting Parties undertake to comply with any interim measures that may be adopted during the hearing and with the arbitral decision, which shall be deemed final in all cases.

(5) If and so long as either Contracting Party fails to comply with a decision given by the arbitrators, the other Contracting Party may limit, withhold or revoke the rights and privileges which it has granted under this Agreement to the Contracting Party in default.

(6) Each Contracting Party shall bear the expenses of its arbitrator and a moiety of the remuneration of the Chairman

PART IV

AGREED SERVICES

Article 11

The Government of the Republic of Mali grants the Government of the Democratic and Popular Republic of Algeria, and reciprocally, the Govern-

ment of the Democratic and Popular Republic of Algeria grants the Government of the Republic of Mali, the right to have the services specified in the route schedule contained in the Annex to this Agreement operated by an airline designated by each of them. These services shall hereinafter be referred to as the "agreed services".

Article 12

(1) Subject to the provisions of Article 7 above, each Contracting Party shall without delay grant the necessary operating permit 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 Contracting Party that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied by that authority to the operation of international air services.

Article 13¹

The airline designated by the Government of Mali in accordance with this Agreement shall have the right in Algerian territory to pick up and set down international traffic in passengers, mail and cargo at the stopping points and on the Malian routes enumerated in the attached Annex.

The airline designated by the Government of Algeria in accordance with this Agreement shall have the right in Malian territory to pick up and set down international traffic in passengers, mail and cargo at the stopping points and on the Algerian routes enumerated in the attached Annex.

Article 14

The designated airlines of the two Contracting Parties shall be afforded fair and equal treatment in order that they may enjoy equal opportunity to operate the agreed services.

On joint routes they shall take their mutual interests into consideration so as not to affect unduly their respective services.

Article 15

(1) The operation of the agreed services between the territory of Mali and the territory of Algeria in both directions along the routes specified in the schedule annexed to this Agreement constitutes a basic and primary right of the two countries.

(2) For the operation of these services the capacity offered on each of the routes shall be adapted :

¹ Note by the Secretariat of the International Civil Aviation Organization : See N. B. under Schedule of Routes (p. 47 of this volume).

- (a) to the traffic demand between the country of origin and the country of destination ;
- (b) to the operating requirements of long distance services, etc.
- (c) to the traffic demand of the areas through which the airline passes after taking account of local and regional services.

(3) In order to meet unexpected or temporary traffic demands on these routes, the designated airlines shall agree between themselves on suitable measures to meet the temporary increase in traffic, subject to the approval of the aeronautical authorities of the two Contracting Parties.

(4) Should one of the Contracting Parties not wish, on one or more of the routes, to operate in whole or part the capacity it has been allotted, it shall consult with the other Contracting Party with a view to transferring to the latter, for a fixed period, the whole or part of the capacity at its disposal within the agreed limits.

The Contracting Party that has transferred its rights in whole or in part may recover them at the expiry of the stipulated period.

Article 16

(1) The designated airlines shall advise the aeronautical authorities of the two Contracting Parties not later than 30 days before inauguration of the agreed services, of the characteristics of the services, the types of aircraft used and the planned timetables. This rule shall likewise apply to subsequent changes.

(2) The aeronautical authorities of either Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party at their request such periodic and other statistical material as may reasonably be required in order to check the transport capacity offered by the designated airline of the first Contracting Party. These statistics shall contain all the necessary data to determine the volume as well as the origin and destination of traffic.

Article 17

The two Contracting Parties agree to consult as often as may be necessary in order to co-ordinate their respective air services.

Article 18

(1) The rates to be applied on the agreed services referred to in this Agreement shall be fixed as far as possible by Agreement between the designated airlines :

— either by applying the rate-fixing procedures of the International Air Transport Association (IATA),

— or by direct agreement after consultation, if necessary, with the airlines of third countries operating all or part of the same routes.

(2) Any rates so agreed shall be submitted to the approval of the aeronautical authorities of the two Contracting Parties at least thirty (30) days before the proposed date of their introduction. This period may be reduced in special cases subject to the consent of the aeronautical authorities.

(3) If no agreement is reached by the designated airlines in accordance with paragraph (1) above, or if either of the Contracting Parties notifies its dissatisfaction with any rate submitted to it under paragraph 2 above, the aeronautical authorities of the two Parties shall endeavour to arrive at a satisfactory settlement.

In the last resort the matter shall be referred to arbitration in accordance with Article 10 of this Agreement.

Until such time as an arbitral decision has been given, the Contracting Party which has notified its disagreement shall have the right to require the other Contracting Party to maintain the rates previously in force.

FINAL PROVISIONS

Article 19

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

Article 20

This Agreement shall be applied provisionally from the date of signature. It shall enter into force definitively as soon as the two Contracting Parties have notified each other of the completion of their constitutional processes.

DONE at Alger, on 22 July 1963 in duplicate in the French language.

For the Government
of the Republic of Mali :

For the Government
of the Democratic and Popular
Republic of Algeria :

The Minister of Trade and Transport,

The President of the Council,

Hamaciré N' DOURÉ

Ahmed BEN BELLA

SCHEDULE OF ROUTES

- I. *Routes on which air services may be operated by the designated airline of the Republic of Mali :*

From points in Mali (Bamako) to a point in Algeria (Alger) and beyond.

- II. *Routes on which the air services may be operated by the designated airline of the Republic of Algeria :*

From points in Algeria (Alger) to a point in Mali (Bamako) and beyond.

N.B. — The two Contracting Parties grant each other the right to authorize their respective designated airlines to carry Second Freedom traffic to and from third countries, starting from the points specified above.