

No. 8217

ALGERIA
and
MOROCCO

**Agreement relating to air transport (with annex). Signed
at Rabat, on 30 April 1963**

Official text : French.

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

ALGÉRIE
et
MAROC

**Accord relatif aux transports aériens (avec annexe). Signé
à Rabat, le 30 avril 1963**

Texte officiel français.

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

[TRANSLATION ¹ — TRADUCTION ²]

No. 8217. AGREEMENT ³ BETWEEN ALGERIA AND MOROCCO RELATING TO AIR TRANSPORT. SIGNED AT RABAT, ON 30 APRIL 1963

The Government of the Democratic and Popular Republic of Algeria and,

The Government of His Majesty the King of Morocco,

Desiring to promote the development of air services between the Democratic and Popular Republic of Algeria and the Kingdom of Morocco and to further as much as possible international co-operation in this field on the basis of the principles and provisions of the Convention on International Civil Aviation signed at Chicago on 7 December 1944,⁴ have agreed on the following :

Article 1

The Contracting Parties grant each other the rights and privileges specified in this Agreement for the purpose of establishing international civil air services.

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 terms "aeronautical authorities" shall mean, in the case of Algeria, the Ministry of Public Works – Directorate of Transport, and in the case of Morocco, the Ministry of Public Works – Air Directorate, or in both cases any person or body authorized by the Contracting Party to which it belongs to perform the functions presently exercised by the said bodies ;

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 30 April 1963, the date of signature, in accordance with article 25.

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

(3) The terms “agreed services” shall mean the scheduled air services specified in the route schedules listed in the Annex to this Agreement.

(4) The terms “designated airline” shall mean any airline which one of the Contracting Parties has designated to operate the agreed services.

PART II

GENERAL PROVISIONS

Article 3

The laws and regulations of each Contracting Party relating to admission to, stay in 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 be applied to the aircraft of the other Contracting Party.

Passengers, crews and consignors of cargo shall be bound in the territory of either Contracting Party, either in person or through third parties acting in their name or on their behalf, to comply with the laws and regulations as to entry into, stay in and departure from that country of passengers, crews and cargo, such as regulations relating to entry, immigration, emigration, passports, clearance, customs and health.

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 operating the air routes specified in the attached Annex.

However, each Contracting Party reserves the right to refuse to recognize, for the purpose of flight above its own territory, the certificates of competency and licences granted to its own nationals by the other Contracting Party in the event that such certificates and licences do not conform to the standards of the International Civil Aviation Organization.

Article 5

Subject to observation of the regulations of the Contracting Party concerned ;

(1) Aircraft operated on international services by the designated airlines of either Contracting Party, as well as their regular equipment, supplies of fuel and lubricant and aircraft stores (including food, beverages and tobacco) shall be exempt from all customs duties, inspection fees and other duties or

taxes on entry into the territory of the other Contracting Party, provided that such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

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

- (a) Fuel and lubricants taken on board in the territory of one Contracting Party and destined to supply aircraft operated on international services by the designated airlines of the other Contracting Party, 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 are taken on board.
- (b) Aircraft stores of whatever origin taken on board in the territory of either Contracting Party, within limits fixed by the authorities of said Contracting Party, and for use on aircraft engaged in an international service by the designated airlines of the other Contracting Party.
- (c) Spare parts entered into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airlines of the other Contracting Party.

Article 6

Each Contracting Party reserves the right to withhold or revoke the operating permit of a designated airline of the other Contracting Party when, on valid grounds, it is not satisfied that substantial ownership¹ 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.

Article 7

Any airline designated by a Contracting Party may maintain its own essential technical and administrative services at the airports and in the towns of the other Contracting Party at which it intends to have its own representation.

To the extent that a designated airline waives its right to have its own organization at airports of the other Contracting Party, it shall, as far as

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 " .

possible, entrust its work to the staff of the airports or of a designated airline of the other Contracting Party.

PART III

AGREED SERVICES

Article 8

The Government of the Democratic and Popular Republic of Algeria grants to the Government of His Majesty the King of Morocco and, reciprocally, the Government of His Majesty the King of Morocco grants to the Government of the Democratic and Popular Republic of Algeria, the right to have the air services specified in the route schedules listed in the Annex to this Agreement operated by one or more airlines designated by them.

Article 9

The agreed services shall be operated by one or more airlines designated by either of the Contracting Parties for the operation of the specified route or routes. This designation shall be notified in advance to the other Contracting Party.

Article 10

The operation of the agreed services by any designated airline shall be subject to the grant of an operating permit by the Contracting Party granting the rights.

This operating permit shall be granted with the least possible delay to the airline concerned, subject to the provisions or Articles 6 and 11 of this Agreement.

Article 11

The designated airlines shall be bound, if so required, to satisfy the aeronautical authorities of the Contracting Party granting the rights that they fulfil the conditions prescribed by the laws and regulations normally applied by this Contracting Party to the operations of commercial airlines.

Article 12

The agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted.

Article 13

The airline or airlines designated by either Contracting Party in accordance with this Agreement shall have the right in the territory of the other Contracting Party to pick up and set down international traffic in passengers, mail and cargo at the stopping points and on the routes listed in the attached Annex subject to the conditions specified in the following Articles.

Article 14

The designated airlines of the two Contracting Parties shall be afforded fair and equitable treatment in order that they may enjoy equal opportunity to operate the agreed services. On routes common to both they shall take their mutual interests into consideration so as not to affect unduly their respective services.

Article 15

(a) The operation of the services between the territory of Algeria and Morocco in both directions along the routes listed in Schedule I of the Annex to this Agreement constitutes a basic and primary right of the two countries.

(b) For the operation of these services :

- (1) The total capacity shall be divided equally between the Algerian and Moroccan airlines subject to paragraph (3) below.
- (2) The total capacity offered on each route shall be adapted to reasonably anticipated requirements. 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. They shall immediately report thereon to the aeronautical authorities of their respective countries, who may consult each other if they deem it desirable.
- (3) Should one of the Contracting Party not wish, on one or more of the routes, to operate in whole or in part the transport capacity it has been allotted, it shall consult 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 which has transferred its rights in whole or in part may recover them at the end of the above period.

Article 16

(a) On each of the routes listed in Schedule II of the Annex to this Agreement the agreed services shall have as their primary objective the provision, at a reasonable load factor, of a capacity adequate to the normal

and reasonably anticipated traffic requirements to and from the territory of the Contracting Party which has designated the airline operating said services.

(b) However, the airline or airlines designated by either Contracting Party may, within the limit of the total capacity stipulated under subparagraph (a) of this Article, satisfy the requirements of traffic between the territories of third States situated along the agreed routes and the territory of the other Contracting Party, in so far as such requirements are not satisfied by local and regional services. This would, if necessary, be decided upon by consultation between the aeronautical authorities in accordance with Article 20 of this Agreement.

(c) Additional capacity may, over and above that envisaged under (a) of this Article be provided whenever warranted by the traffic requirements of countries served by the route.

Article 17

In the event that a third State seeks to acquire rights on any of the routes listed in the schedules in the Annex, the two Governments shall consult together to study the practical consequences of the exercise of these rights.

Article 18

(1) The rates to be charged shall be established at reasonable levels, due regard being paid to economy of operation, the characteristics of each service and the rates proposed by other airlines operating the same route in whole or in part.

(2) The rates to be applied on the agreed services shall be established, as far as possible, by agreement between the designated airlines.

These airlines shall proceed :

(a) Either by direct agreement after consultation, if necessary with the airlines of third countries operating all or part of the same routes ;

(b) Or by implementing the resolutions adopted by the International Air Transport Association.

(3) The rates so agreed shall be submitted for approval to the aeronautical authorities of both 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 these authorities.

(4) If the designated airlines cannot agree on any of these tariffs in accordance with paragraph (2) above, or if one Contracting Party notifies its dissatisfaction with any rate submitted to it in accordance with paragraph (3)

above, the aeronautical authorities of the Contracting Parties shall endeavour to reach a satisfactory settlement.

In the absence of agreement the matter shall be referred to arbitration in accordance with Article 22 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.

Article 19

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

(b) The aeronautical authorities of each Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party at their request such periodic statistical or other information of the designated airlines as may reasonably be required for the purpose of checking the transport capacity made available by the designated airline of the first Contracting Party.

PART IV

REVISION, TERMINATION AND DISPUTES

Article 20

Either Contracting Party may at any time request a consultation between the competent authorities of both Parties concerning the interpretation, implementation or amendment of this Agreement.

Such consultation shall begin not later than thirty (30) days from the date of receipt of the request.

Any amendment to the Agreement shall come into force after confirmation by an exchange of diplomatic notes.

Article 21

Either Contracting Party may at any time give notice to the other Party of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization.

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 this period.

In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fifteen (15) days after its receipt at the headquarters of the International Civil Aviation Organization.

Article 22

(1) In the event that a dispute relating to the interpretation or application of this Agreement cannot be settled in accordance with Article 20, either between the aeronautical authorities or the Governments of the Contracting Parties, it shall be referred, at the request of either Contracting Party, to an arbitral tribunal.

(2) This tribunal shall be composed of three members. Each of the two Governments shall nominate 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 been appointed, or if, during the following month, the arbitrators have not agreed on the appointment of a Chairman, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to make the necessary appointments.

(3) Unless the Contracting Parties agree otherwise, the tribunal shall draw up its own rules of procedure and choose its own venue.

(4) If the arbitral tribunal fails to settle the dispute amicably by negotiation, it shall render its decision by majority vote.

(5) The Contracting Parties undertake to comply with any interim measures adopted in the course of the proceedings and with the arbitral decision, which shall be deemed final in all cases.

(6) If and so long as either Contracting Party fails to comply with the decisions of the arbitrators, the other Contracting Party may limit, withhold or revoke any rights or privileges which it had granted to the Contracting Party in default under this Agreement.

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

Article 23

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

Article 24

This Agreement shall be amended so as to comply with any multilateral agreement to which the two Contracting Parties may adhere.

Article 25

The provisions of this Agreement and its Annex shall be implemented on a provisional basis with effect from its signature. They shall come into force definitively one month from the date on which the two Contracting Parties have notified each other of the completion of their constitutional processes.

DONE at Rabat, 30 April 1963.

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

M'Hamed YAZID

For the Government
of his Majesty
the King of Morocco :

Dr. Mohamed BENHIMA

ANNEX

ROUTE SCHEDULES

SCHEDULE I

1. *Algerian routes*

Points in Algeria – Rabat – Casablanca.

2. *Moroccan routes*

Points in Morocco – Oran – Alger.

SCHEDULE II

1. *Algerian routes*

Points in Algeria – Points in Morocco – Points beyond.

2. *Moroccan routes*

Points in Morocco – Points in Algeria – Points beyond.

NOTE : The points in Schedule II will be determined at a later date by agreement between the aeronautical authorities of the two Contracting Parties.