

No. 8708

**MALI
and
TUNISIA**

**Agreement relating to air services (with annexes). Signed at
Tunis, on 24 July 1963**

Official text: French.

Registered by the International Civil Aviation Organization on 31 July 1967.

**MALI
et
TUNISIE**

**Accord relatif aux transports aériens (avec annexes). Signé à
Tunis, le 24 juillet 1963**

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 31 juillet 1967.

[TRANSLATION¹ — TRADUCTION²]

No. 8708. AGREEMENT³ BETWEEN THE MALI REPUBLIC
AND THE TUNISIAN REPUBLIC RELATING TO AIR
SERVICES. SIGNED AT TUNIS, ON 24 JULY 1963

The Government of the Republic of Mali and the Government of the
Tunisian Republic,

desiring to stimulate the development of air transport services between Mali
and Tunisia and to promote international co-operation as much as possible 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 have agreed as follows :

PART I

GENERAL PROVISIONS

Article 1

For the purpose of this Agreement and its Annexes :

(1) the expression "the Convention" designates the Convention on Inter-
national Civil Aviation opened to signature at Chicago on 7 December 1944 and
any amendment adopted in conformity with the provisions of that Convention.

(2) the term "territory" shall have the meaning assigned to it in Article 2
of the Convention.

(3) the expression "aeronautical authorities" means, in the case of Tunisia,
the State Secretariat of Civil Aviation, and, in the case of Mali, the Ministry of
Civil Aviation or, in both cases, any person or body authorized to perform the
functions presently exercised by them.

(4) the expression "agreed services" designates the air services specified
in the route schedule appearing in Annex I of this Agreement.

¹ Translation provided by the Secretariat of ICAO.

² Traduction fournie par le Secrétariat de l'OACI.

³ Applied provisionally from 24 July 1963, the date of signature, in accordance with
article 21.

⁴ United Nations, *Treaty Series*, Vol. 15, p. 295; for the texts of the Protocols amending this
Convention, see Vol. 320, pp. 209 and 217; Vol. 418, p. 161, and Vol. 514, p. 209.

(5) the expression “ designated airline ” means any airline which one of the Contracting Parties shall have designated to operate the agreed air services enumerated in Annex I and which shall have been notified to the aeronautical authority of the other Contracting Party in accordance with the provisions of Article 8 of this Agreement.

(6) the expression “ stop for non-traffic purposes ” means a technical stop.

Article 2

In order to prevent discrimination and to ensure complete equality of treatment, the Contracting Parties are agreed that the taxes or other dues and charges imposed by each of the Contracting Parties for the use of aerodromes and other aeronautical facilities on its territory by the aircraft of the other Party shall not be higher than those paid by its national aircraft of the same type engaged in similar services.

Article 3

(1) The Contracting Parties are agreed that the aircraft of the designated airlines engaged in international traffic, together with the fuel lubricating oils, spare parts, tools, normal equipment and stores aboard the aircraft shall, on arrival in the territory of each of the Contracting Parties, be wholly exempt from customs duties and other taxes and charges.

(2) All fuel, lubricating oils and aircraft stores taken on board in the territory of one of the Contracting Parties for use by aircraft of airline designated by the other Party and engaged in international traffic shall be wholly exempt from customs duties and other taxes and charges.

(3) Similar exemption from customs duties and other taxes and charges excepting fees for services rendered, shall be accorded in respect of spare parts, tools and normal equipment imported into the territory of one of the Contracting Parties and used for the maintenance or repair of the aircraft of the airline(s) designated by the other Contracting Party engaged in international traffic.

(4) Goods that have been granted favoured treatment under paras 1, 2 and 3 above may not be disposed of without authorization from the competent authorities. In cases where they have not been used or installed in an aircraft they may be re-exported free of customs duties and other taxes and charges.

(5) Every article exempted from customs duties and other taxes and charges under paras 1, 2 and 3 above shall remain at the disposal of the owner subject to appropriate customs control.

Article 4

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by each of the Contracting Parties and still in force shall be recognized as valid by the other Contracting Party. Each Contracting Party, however, reserves the right to refuse to recognize as valid, for the purpose of flight above its own territory, the certificates of competency and licences issued to its own nationals by the other Contracting Party where these certificates and licences do not conform to the standards of the International Civil Aviation Organization created by the Convention.

Article 5

(1) The laws and regulations of each Contracting Party concerning the entry into 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 apply to the aircraft of the designated airline(s) of the other Contracting Party.

(2) Passengers, air crews and shippers of air cargo shall be bound, either in person or through their agents, to comply with the laws and regulations in force in the territory of each Contracting Party relating to the entrance into, stay in, or departure from its territory of passengers, crew or cargo, such as those relating to entry, exit, immigration, passports, customs and quarantine formalities.

Article 6

(1) Each Contracting Party grants to every airline of the other Contracting Party :

- (a) the right to fly over its territory without landing,
- (b) the right to land in its territory for non-traffic purposes.

(2) In order to give effect to paragraph 1 above, either Contracting Party may specify the routes over its territory which the airline of the other Contracting Party will be authorized to follow, as well as the airports it may use.

PART II

AGREED SERVICES

Article 7

The Government of the Tunisian Republic grants the Government of the Republic of Mali the right to have the agreed services specified in the route

schedule in Annex I of the Agreement operated by one or more airlines designated by it.

The Government of the Republic of Mali grants the Government of the Tunisian Republic the right to have the agreed service specified in the route schedule in Annex I of the Agreement operated by one or more airlines designated by it.

Article 8

(1) The agreed services may be put into operation immediately or subsequently at the option of the Contracting Party to which these rights have been granted, provided that :

- (a) The Contracting Party to which the rights have been granted have designated the airline(s) that will operate the route(s) specified in Annex I of this Agreement.
- (b) The Contracting Party which grants the rights shall, in compliance with paragraph 2 below, have granted the airline(s) concerned, the requisite authorization to operate. The latter shall be issued with the least possible delay and subject to the terms of Article 9 of this Agreement.

(2) The designated airlines may be called upon to furnish to the aeronautical authorities of the Contracting Party which grants the rights evidence that they are able to comply with the conditions prescribed by the laws and regulations normally applied by these authorities to the operation of airlines in respect of the activities mentioned in Article 5 para. I.

Article 9

Each Contracting Party reserves the right to withhold in respect of an airline designated by the other Contracting Party the exercise of the rights provided in Article 8 of this Agreement or to revoke such authorization whenever it has reasonable grounds for doubting that substantial ownership and effective control of the airline are vested in the other Contracting Party or in its nationals, or whenever the airline fails to comply with the laws and rules stipulated in Article 5 or fulfil the obligations prescribed by the Agreement and its Annexes.

Article 10

The airline(s) designated by the Tunisian Government shall, in accordance with this Agreement, have the right in Malian territory to pick up and set down passengers, mail and cargo carried as international traffic at the stops and on the Tunisian routes listed in Annex I of this Agreement.

The airline(s) designated by the Malian Government shall, in accordance with this Agreement, have the right in Tunisian territory to pick up or set down passengers, mail and cargo carried as international traffic at the stops and on the Malian routes listed in Annex I of this Agreement.

Article 11

The airline(s) designated by each Contracting Party shall enjoy equal rights in the operation of agreed services.

They shall, where they operate the same routes, have regard to their mutual interests so as not to affect unduly their respective services.

Article 12

On any of the routes listed in Annex I of this Agreement the agreed services shall have as their primary objective the provision, at a reasonable load factor, of a capacity adapted to the normal and reasonably expected requirements of the route.

The airline(s) designated by one Contracting Party shall be entitled to satisfy, within the limits of the total capacity laid down in the first paragraph of this Article, traffic requirements between the territories of third States along the agreed routes and the territory of the other Contracting Party, taking account of local and regional services.

Should one of the Contracting Parties 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 with the other Contracting Party with a view to transferring to the latter, for a definite period, the whole or part of the transport 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 end of the stipulated period.

Article 13

The airline(s) designated by one Contracting Party shall communicate to the aeronautical authorities of the other Contracting Party not later than 30 days prior to the inauguration of the agreed services the type of service, the types of aircraft to be used and the anticipated flight schedules. This rule shall likewise apply to later changes.

Article 14

Rates for any agreed service shall be fixed at a reasonable level, due regard being paid to all relevant factors, such as cost of operation, reasonable profit,

the characteristics of service and the rates charged by other carriers operating over the same routes or parts thereof. The rates shall be fixed in accordance with the following paragraphs :

(1) The rates shall, if possible, be fixed by agreement between the designated airlines after consultation, if necessary, with other airlines operating over the same routes or parts thereof. This agreement shall be realized as far as possible within the framework of an international air transport association with which the designated airlines of the two Contracting Parties are affiliated. The rates so agreed shall be subject to the approval of the aeronautical authorities of the Contracting Parties. If the aeronautical authorities of one Contracting Party disapprove of the rates, they shall notify the aeronautical authorities of the other Contracting Party in writing not later than fifteen (15) days from the date of communication of these rates or within a period to be agreed.

(2) If the designated airlines cannot reach agreement or if the rates are not approved by the aeronautical authorities of either Contracting Party, the aeronautical authorities of the two Contracting Parties shall endeavour to reach a settlement concerning the rates to be established.

(3) In the last resort the dispute shall be settled in accordance with the provisions of Article 18.

(4) The rates already established shall remain in force pending the determination of new rates under the procedure laid down in this Article or in Article 18.

Article 15

This Agreement and its annexes shall be notified to the International Civil Aviation Organization.

Article 16

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

This Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by common consent 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 fourteen days after the receipt of the notice by the International Civil Aviation Organization.

Article 17

In a spirit of close co-operation the aeronautical authorities of the two Contracting Parties shall consult each other regularly for the purpose of ensuring observance of the principles defined in this Agreement and their satisfactory fulfilment.

Furthermore, either Contracting Party may at any time request consultation with the other with a view to making any amendment to the Agreement or its Annexes which seems desirable in the light of experience. Such consultation shall begin within a period of thirty (30) days from the date of the request. Any modification of the Agreement of its Annexes approved by the aeronautical authorities shall come into force following confirmation by an exchange of notes through the diplomatic channel.

Article 18

This Agreement and its Annexes shall be amended to conform with any multilateral agreement binding the two Contracting Parties.

Article 19

Any dispute relating to the interpretation or application of this Agreement and its Annexes shall be settled by direct negotiation between the aeronautical authorities of the two Contracting Parties. Settlements reached shall be approved through diplomatic channels.

Should the aeronautical authorities fail to reach agreement, settlement of the dispute shall be sought through diplomatic negotiations. During these negotiations the *status quo* shall be maintained.

However, the Contracting Parties may, by common consent, settle the dispute by referring it to an arbitration tribunal or to any other person of agency designated by them.

(1) This tribunal shall consist of three members. Each of the two Governments shall appoint one arbitrator; these two arbitrators shall agree on the appointment of a national of a third State as President.

If, within two months from the day on which one of the two Governments has requested settlement of the dispute by arbitration, the two arbitrators have not been appointed, or if, within one further month, the arbitrators have been unable to agree on the appointment of a President, either Contracting Party may request the President of the International Civil Aviation Organization to make the necessary appointments.

(2) Should the arbitral tribunal fail to settle the dispute by negotiation, a decision shall be reached by majority vote. Unless otherwise agreed by the Contracting Parties, the tribunal shall determine its own procedure and the place where its deliberations will be held.

(3) The Contracting Parties undertake to comply with any interim measures decreed during the proceedings and with the arbitral decision, which shall be deemed final in all cases.

(4) Should one of the Contracting Parties fail to comply with the decisions of the arbitrators, the other Contracting Party may, for the period of such failure, limit, suspend or revoke the rights or privileges it had granted to the defaulting Contracting Party under the present Agreement.

(5) Each Contracting Party shall bear the cost of the services of the arbitrator whom it has appointed and half of those of the appointed President.

Article 20

Payment for stores and articles designated in Article 3 paras. 2 and 3 and purchased in the territory of either Contracting Party by the other Party shall be made in convertible currency.

Article 21

The present Agreement shall enter into force provisionally on the date of signature, and definitively as soon as the two Contracting Parties have notified each other that the constitutional formalities proper to both have been fulfilled.

DONE at Tunis the twenty-fourth day of July 1963 in duplicate, both texts being equally authentic.

For the Government
of the Republic of Mali :
Hamacire N'DOURE

For the Government
of the Tunisian Republic :
Ahmed BEN SALAH

ANNEX I

ROUTE SCHEDULE

Malian route

Bamako–Tunis and vice versa.

Tunisian route

Tunis–Bamako and vice versa.

ANNEX II

The consultations under Article 17 of this Agreement shall be held not less than once a year and shall deal with the following matters :

(1) co-ordination of the services operated by the airlines of each Contracting Party so as to provide their respective territories with an orderly and rational air service;

(2) discussion of possible amendments to the Agreement;

(3) review of the route schedules in Annex I so as to bring them into line with the needs of air traffic;

(4) study of the conditions in which any newly agreed service shall be operated;

(5) study, on the basis of statistical statements which the Contracting Parties undertake to furnish, of the application of Articles 11 and 12 to the various stopping points;

(6) discussion of common operating problems for the purpose of facilitating their solution;

(7) discussion of any other matter affecting aeronautical relations between the two countries.