

No. 9240

**SWEDEN
and
IVORY COAST**

Air Transport Agreement (with annex and exchange of letters). Signed at Abidjan, on 7 June 1966

Official text: French.

Registered by the International Civil Aviation Organization on 18 September 1968.

**SUÈDE
et
CÔTE D'IVOIRE**

Accord relatif au transport aérien (avec annexe et échange de lettres). Signé à Abidjan, le 7 juin 1966

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 18 septembre 1968.

[TRANSLATION — TRADUCTION]

No. 9240. AIR TRANSPORT AGREEMENT¹ BETWEEN THE KINGDOM OF SWEDEN AND THE REPUBLIC OF THE IVORY COAST. SIGNED AT ABIDJAN, ON 7 JUNE 1966

The Government of the Kingdom of Sweden and the Government of the Republic of the Ivory Coast,

Desiring to promote the development of air transport between the Kingdom of Sweden and the Republic of the Ivory Coast and to further as much as possible international co-operation in this field,

Desiring to apply to such transport the principles and provisions of the Convention on International Civil Aviation signed at Chicago on 7 December 1944,²

Have agreed as follows :

TITLE I

GENERAL

Article 1

The Contracting Parties grant each other the rights specified in this Agreement for the establishment of the international civil air services listed in the annex hereto.

Article 2

For the purposes of this Agreement and its annex :

(1) The word " territory " shall be understood as it is defined in article 2 of the Convention on International Civil Aviation.

(2) The expression " aeronautical authority " means :

In the case of the Kingdom of Sweden : the Board of Civil Aviation,

In the case of the Republic of the Ivory Coast : the Minister responsible for air transport.

(3) The expression " designated airline " means the airline which the aeronautical authorities of one Contracting Party have designated by name as

¹ Came into force on 8 March 1967, the date of the last of the notifications in which the Contracting Parties communicated to each other the fulfilment of the constitutional procedures required to that effect in accordance with article 19.

² 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.

being the instrument chosen by them to operate the traffic rights provided in this Agreement and which has been approved by the other Contracting Party in accordance with the provisions of articles 10 and 11 below.

Article 3

(1) Aircraft employed in international service by the designated airline of one Contracting Party together with their normal equipment, reserves of fuel and lubricants and aircraft stores (including food-stuffs, beverages and tobacco) shall, on arrival in the territory of the other Contracting Party, be exempt from all customs duties, inspection fees or other similar duties and charges, provided such equipment and stores remain on board the aircraft until re-exported.

(2) The following shall likewise be exempt from these same duties and charges, excluding, however, fees or charges levied as consideration for services rendered :

- (a) Aircraft stores, irrespective of origin, introduced into the territory of one Contracting Party in quantities not exceeding the limits set by the authorities of the said Contracting Party, and taken on board aircraft of the designated airline or airlines of the other Contracting Party engaged in international air service;
- (b) Spare parts imported into the territory of one Contracting Party for the maintenance or repair of aircraft of the designated airline or airlines of the other Contracting Party engaged in international navigation;
- (c) Fuels and lubricants intended for aircraft used in international traffic by the designated airline or airlines of the other Contracting Party, even though such supplies be consumed during that part of the flight which takes place over the territory of the Contracting Party in which they were taken aboard.

(3) Regular equipment, supplies and stores on board the aircraft of one Contracting Party may not be unloaded in the territory of the other Contracting Party save with the consent of the customs authorities of that territory. When so unloaded, they may be placed under the supervision of the said authorities until they are re-exported or are declared to customs.

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 the annex to this Agreement. Each Contracting Party re-

serves 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.

Article 5

(1) 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 or navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline or airlines of the other Contracting Party.

(2) 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 public health.

Article 6

(1) 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.

(2) Such consultation shall begin within sixty (60) days from the date of receipt of the request.

(3) Such modifications to this Agreement as are decided upon shall enter into force after they have been confirmed by an exchange of diplomatic notes.

Article 7

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to denounce this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. The denunciation shall take effect one year 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 8

(1) 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 6 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 the two arbitrators have not been appointed within two months from the date on which one of the two Governments proposed that the dispute should be settled by arbitration, or if the arbitrators fail to agree on the appointment of a chairman within a further period of one month, either Contracting Party may request the President of the Council of the International Civil Aviation Organization 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, the arbitral tribunal 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.

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

TITLE II

AGREED SERVICES

Article 9

The Government of the Kingdom of Sweden and the Government of the Republic of the Ivory Coast grant to each other the right to have the air services specified in the route schedule appearing in the annex to this Agreement operated by the airline or airlines designated by each of them. The said services shall hereinafter be referred to as "agreed services".

Article 10

(1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes.

(2) On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraph 3 of this article and of article 11 of this Agreement, without delay grant to the designated airline or airlines the appropriate operating permits.

(3) The aeronautical authorities of one of the Contracting Parties may require the airline or airlines designated by the other Contracting Party to satisfy them that they are in a position to fulfil the conditions prescribed, with respect to the operation of international air services, under the laws and regulations normally and reasonably applied by the said authorities, in accordance with the provisions of the Convention on International Civil Aviation.

Article 11

(1) Each Contracting Party shall have the right to withhold the operating permits referred to in article 10, paragraph 2, if it is not satisfied that substantial ownership and effective control of the airline or airlines are vested in the Contracting Party which has designated the airline or airlines or in nationals of that Contracting Party.

(2) Each Contracting Party shall have the right to revoke an operating permit or to suspend the exercise by the airline or airlines designated by the other Contracting Party of the rights specified in article 9 of this Agreement where :

- (a) It is not satisfied that substantial ownership and effective control of the airline or airlines are vested in the Contracting Party which has designated the airline or airlines or in nationals of that Contracting Party; or where
- (b) The airline or airlines have failed to comply with the laws and regulations of the Contracting Party which has granted the rights; or where
- (c) The airline or airlines have failed to operate in accordance with the conditions prescribed in this Agreement.

(3) Unless revocation or suspension is necessary to avoid further infringements of the said laws and regulations, such right may be exercised only after consultation, as provided in article 6, with the other Contracting Party. In the event of failure of such consultation, recourse shall be had to arbitration in accordance with article 8.

Article 12

The airline or airlines designated by the Government of the Kingdom of Sweden under this Agreement shall enjoy, in the territory of the Republic of the Ivory Coast, the right to set down and pick up international traffic in passengers, mail or cargo at points and on the Swedish routes listed in the annex hereto.

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

Article 13

(1) The operation of the agreed services between the territory of Sweden and the territory of the Ivory Coast or vice versa, on the routes specified in the schedule annexed to this Agreement, constitutes a basic and primary right of the two countries.

(2) The two Contracting Parties agree to apply the principle of equality and reciprocity in all matters relating to the exercise of rights resulting from this Agreement.

The airlines designated by the two Contracting Parties shall be assured fair and equitable treatment, shall enjoy equal opportunities and rights and respect the principle of equal division of the capacity to be provided in operating the approved services.

(3) Where the airlines operate on the same route they shall take one another's interests into account so as not to affect unduly their respective services.

Article 14

(1) On all routes appearing in the annex to this Agreement, 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 or airlines operating the said services.

(2) The airline or airlines designated by either Contracting Party may, within the limits of the over-all capacity stipulated in the first paragraph of this article, satisfy the requirements of traffic between the territory of third States lying on the agreed routes and the territory of the other Contracting Party, account being taken of local and regional services.

(3) In order to meet unforeseen or temporary traffic requirements on the same routes, the designated airlines shall decide among themselves upon appropriate measures to deal with such temporary increase in traffic. They shall report the same immediately to the aeronautical authorities of their respective countries, which may consult together if they see fit.

(4) If the airline or airlines designated by one of the Contracting Parties do not use, on one or more routes, part or all of the transport capacity they could provide, account being taken of their rights, they shall transfer to the airline or airlines designated by the other Contracting Party, for a specified period, all or part of the transport capacity concerned.

The designated airline or airlines which transfer all or part of their rights may recover them at the end of the said period.

Article 15

(1) The designated airlines shall, not later than thirty (30) days before the start of operation of the agreed services, inform the aeronautical authorities of both Contracting Parties of the method of operation, the types of aircraft used and the time-tables intended. The foregoing shall also apply to subsequent modifications.

(2) The aeronautical authorities of each Contracting Party shall, upon request, supply to the aeronautical authorities of the other Contracting Party all regular or other statistical data relating to the designated airline or airlines which may reasonably be requested for the purpose of examining the transport capacity provided by the designated airline or airlines of the first Contracting Party. These statistics shall contain all the information necessary to ascertain the volume of traffic with the territory of the other Contracting Party, and in particular with reference to points of loading and unloading.

Article 16

Both Contracting Parties agree to consult each other whenever necessary in order to co-ordinate their respective air services.

Article 17

(1) The tariff to be charged on the agreed services operating on the Swedish and Ivory Coast routes specified in this Agreement shall be fixed :

- (a) in accordance with the resolutions regulating tariffs adopted by the International Air Transport Association (IATA); or
- (b) by direct agreement between the designated airlines after consultation, where necessary, with any airlines of any third country operating on all or part of the same route.

(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 date laid down for their entry into force; in special cases this time-limit 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 of the Contracting Parties make known 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 8 of this Agreement.

Pending the announcement of the arbitral award, the Contracting Party making known its dissatisfaction shall have the right to require the other Contracting Party to maintain the tariff previously in force.

Article 18

Each Contracting Party undertakes to enable the other Contracting Party to transfer, in accordance with the laws and regulations in force, at the official rate, any receipt in excess of expenditure accruing in its territory from the carriage of passengers, baggage, cargo and mail by the airline or airlines of the other Contracting Party.

TITLE III

FINAL PROVISIONS

Article 19

Each Contracting Party shall notify the other of the completion of the constitutional procedures for the entry into force of this Agreement, which shall take effect on the date of the last notice.

Article 20

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

DONE at Abidjan, on 7 June 1966, in duplicate, in the French language.

For the Government
of the Kingdom of Sweden :

Karl Henrik ANDERSSON
Ambassador of Sweden

For the Government
of the Republic
of the Ivory Coast :

A. KACOU
Minister of Public Works
and Transport

ANNEX

ROUTE SCHEDULE

I. *Swedish routes*

Points in Sweden—one (1) point in the Netherlands—one (1) point in Spain—to one (1) point in the Ivory Coast and vice versa.

II. *Ivory Coast routes*

Points in the Ivory Coast—two (2) intermediate points to be determined later—to one (1) point in Sweden and vice versa.

Notes

(1) The airline or airlines designated by the Contracting Parties may omit calling at any point or points specified in the annex on any or all flights.

(2) The airline or airlines designated by one Contracting Party may call at any point or points which are not mentioned in the routes specified in the annex, but without taking part in the traffic between these points and the territory of the other Contracting Party.

(3) The points mentioned in the above schedule may, at the option of the designated airlines, be selected as intermediate points or as points beyond.

EXCHANGE OF LETTERS

I

ROYAL EMBASSY OF SWEDEN

Abidjan, 7 June 1966

Sir,

With reference to the Air Transport Agreement between the Kingdom of Sweden and the Republic of the Ivory Coast signed this day, I have the honour to inform you that, in accordance with article 10, paragraph 1, of that Agreement, the Government of the Kingdom of Sweden has designated the airline AB Aero-transport (ABA) to operate the agreed services specified in the annex.

On behalf of my Government, I have the honour to confirm the following understanding :

1 (a) The airline AB Aero-transport (ABA) co-operating with the airlines Det Danske Luftfartselskab (DDL) and Det Norske Luftfartselskab (DNL) under the designation of Scandinavian Airlines System (SAS), shall be authorized to operate the agreed services with aircraft, crews and equipment of either or both of the latter two airlines; and

1 (b) In so far as the airline AB Aerotransport (ABA) employs aircraft, crews and equipment of the other two airlines participating in the Scandinavian Airlines System (SAS), the provisions of the Agreement shall apply to such aircraft, crews and equipment as though they belonged to the airline AB Aerotransport (ABA) and the competent Swedish authorities and AB Aerotransport (ABA) shall accept full responsibility under the Agreement therefor.

Accept, Sir, the assurances of my highest consideration.

K.H. ANDERSSON
Ambassador of Sweden

His Excellency Mr. Alcide Kacou
Minister of Public Works and Transport
Ministry of Public Works
Abidjan

II

REPUBLIC OF THE IVORY COAST

Abidjan, 7 June 1966

Sir,

I have the honour to acknowledge receipt of your letter of 7 June 1966, which reads as follows :

[See letter I]

and to inform you that I agree with its contents.

Accept, Sir, the assurances of my highest consideration.

A. KACOU

His Excellency Mr. Karl Hendrik Andersson
Ambassador of Sweden in the Ivory Coast
Abidjan

III

REPUBLIC OF THE IVORY COAST

Abidjan, 7 June 1966

Sir,

With reference to the Air Transport Agreement between the Republic of the Ivory Coast and the Kingdom of Sweden signed this day, I have the honour to inform you that, in accordance with article 10, paragraph 1, of that Agree-

ment, the Government of the Republic of the Ivory Coast has designated the airline Air Afrique to operate the agreed services specified in the annex.

I have the honour to request you to confirm that you agree with the above provisions.

Accept, Sir, the assurances of my highest consideration.

A. KACOU

His Excellency Mr. K.H. Andersson
Ambassador of Sweden in the Ivory Coast
Abidjan

IV.

ROYAL EMBASSY OF SWEDEN

Abidjan, 7 June 1966

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows :

[See letter III]

and to inform you that I agree with its contents.

Accept, Sir, the assurances of my highest consideration.

K.H. ANDERSSON
Ambassador of Sweden

His Excellency Mr. Alcide Kacou
Minister of Public Works and Transport
Ministry of Public Works
Abidjan