

**UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND  
and  
MOROCCO**

**Agreement for air services between and beyond their respective territories (with schedule). Signed at London on 22 October 1965**

**Exchange of notes constituting an agreement amending the above-mentioned Agreement. Rabat, 10 and 14 October 1968**

*Authentic texts: English and French.*

*Registered by the United Kingdom of Great Britain and Northern Ireland on 2 March 1971.*

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**ROYAUME-UNI DE GRANDE-BRETAGNE  
ET D'IRLANDE DU NORD  
et  
MAROC**

**Accord relatif aux services aériens entre leurs territoires respectifs et au-delà (avec annexe). Signé à Londres le 22 octobre 1965**

**Échange de notes constituant un accord modifiant l'Accord susmentionné. Rabat, 10 et 14 octobre 1968**

*Textes authentiques : anglais et français.*

*Enregistrés par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 2 mars 1971.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

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The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Kingdom of Morocco;

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944<sup>2</sup>; and

Desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories;

Have agreed as follows:

*Article 1*

For the purpose of the Agreement, unless the context otherwise requires:

- (a) the term “the Convention” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;
- (b) the term “aeronautical authorities” means, in the case of the United Kingdom, the Minister of Aviation and any person or body authorised to perform any functions at present exercised by the said Minister or similar functions, and, in the case of the Kingdom of Morocco, the Minister of Public Works, Directorate of Air, and any person or body authorised to perform any functions at present exercised by the said Minister or similar functions;

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<sup>1</sup> Came into force provisionally on 22 October 1965, the date of signature, and definitively on 8 September 1969, the date by which both Contracting Parties had notified each other of the completion of their own constitutional formalities, in accordance with article 18.

<sup>2</sup> 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.

- (c) the term “designated airline” means an airline which has been designated and authorised in accordance with Article 3 of the present Agreement;
- (d) the term “territory” has the meaning assigned to it in Article 2 of the Convention;
- (e) the terms “air service”, “international air service”, “airline” and “stop for non-traffic purposes” have the meanings respectively assigned to them in Article 96 of the Convention.

### *Article 2*

(1) Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing scheduled international air services on the routes specified in the appropriate Section of the Schedule annexed to the present Agreement. Such services and routes are hereafter called “the agreed services” and “the specified routes” respectively. The airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:

- (a) to fly without landing across the territory of the other Contracting Party;
- (b) to make stops in the said territory for non-traffic purposes; and
- (c) to make stops in the said territory at the points specified for that route in the Schedule to the present Agreement for the purpose of putting down and taking up international traffic in passengers, cargo and mail.

(2) Nothing in paragraph (1) of this Article shall be deemed to confer on the airlines of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration of hire and destined for another point in the territory of that other Contracting Party.

### *Article 3*

(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 such designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline or airlines designated the appropriate operating authorisations.

(3) The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

(4) Each Contracting Party shall have the right to refuse to grant the operating authorisations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 2 of the present Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

(5) When an airline has been so designated and authorised, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 9 of the present Agreement is in force in respect of that service.

#### *Article 4*

(1) Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 2 of the present Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

- (a) in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party; or
- (b) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights; or
- (c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

(2) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

#### *Article 5*

(1) Aircraft operated on international services by the designated airlines

of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, food, beverages, tobacco and all other aircraft stores on board such aircraft shall be exempt from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

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

- (a) aircraft stores taken on board in the territory of a Contracting Party, within the limits fixed by the authorities of the said Contracting Party, and for use on board outbound aircraft engaged in an international service of the other Contracting Party;
- (b) spare parts introduced 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;
- (c) fuel and lubricants destined to supply outbound 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.

Materials referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under Customs supervision or control.

#### *Article 6*

The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

#### *Article 7*

(1) There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

(2) In operating the agreed services, the airlines of each Contracting Party shall take into account the interests of the airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

(3) The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating from or destined for the territory of the Contracting Party which had designated the airline.

(4) Provision for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:

- (a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- (b) traffic requirements of the area through which the airline passes, after taking account of other transport services established by airlines of the States comprising the area; and
- (c) the requirements of through airline operation.

#### *Article 8*

In operating any agreed service on any specified route a designated airline of one Contracting Party may make a change of gauge at a point in the territory of the other Contracting Party only on the following conditions:

- (a) that it is justified by reason of economy of operation;
- (b) that the aircraft used on the section of the route more distant from the terminal in the territory of the first Contracting Party is not larger in capacity than that used on the nearer section;
- (c) that the aircraft of smaller capacity shall operate only in connection with the aircraft of larger capacity and shall be scheduled so to do; the former shall arrive at the point of change for the purpose of carrying traffic transferred from, or to be transferred into, the aircraft of larger capacity; and their capacity shall be determined with primary reference to this purpose;
- (d) that there is an adequate volume of through traffic;
- (e) that the airline shall not hold itself out to the public by advertisement or otherwise as providing a service which originates at the point where the change of gauge is made;

- (f) that the provisions of Article 7 of the present Agreement shall govern all arrangements made with regard to change of gauge;
- (g) that in connection with any one aircraft flight into the territory in which the change of gauge is made, only one flight may be made out of that territory.

### *Article 9*

(1) The tariffs to be charged by the airlines of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels due regard being paid to all relevant factors including cost of operation, reasonable profit and the tariffs of other airlines.

(2) The tariffs referred to in paragraph (1) of this Article, together with the rates of agency commission applicable, shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties, in consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association.

(3) The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least thirty (30) days before the proposed date of their introduction; in special cases, this time limit may be reduced, subject to the agreement of the said authorities.

(4) If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be fixed in accordance with the provisions of paragraph (2) of this Article, or if during the first fifteen (15) days of the thirty (30) days' period referred to in paragraph (3) of this Article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff agreed in accordance with the provisions of paragraph (2) of this Article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

(5) If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (3) of this Article or on the determination of any tariff under paragraph (4), this dispute shall be

settled in accordance with the provisions of Article 13 of the present Agreement.

(6) Subject to the provisions of paragraph (5) of this Article, no tariff shall come into force if the aeronautical authorities of either Contracting Party have not approved it.

(7) The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

#### *Article 10*

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

#### *Article 11*

(1) Each Contracting Party grants to the designated airlines of the other Contracting Party the right of free transfer at the official rate of exchange of the excess of receipts over expenditure earned by those airlines in its territory in connection with the carriage of passengers, mail and cargo.

(2) Where the provisions of a special agreement governing the foreign currency exchange system between the two Contracting Parties are contrary to the provisions of paragraph (1) of this Article, the former provisions shall prevail.

#### *Article 12*

(1) In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the Schedule annexed thereto and shall also consult when necessary to provide for modification thereof.

(2) Either Contracting Party may request consultation, which may be by correspondence or take place in the form of discussion, within a period of

sixty (60) days of the date of the request, unless both Contracting Parties agree to an extension of this period.

### *Article 13*

(1) If any dispute arises between the Contracting Parties relating to the interpretation of application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation.

(2) If the Contracting Parties fail to reach a settlement by negotiation they may agree to refer the dispute for decision to some person or body; if they do not so agree, the dispute shall at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.

(3) The Contracting Parties shall comply with any decision given under paragraph (2) of this Article.

### *Article 14*

If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement including the Schedule annexed thereto, such modification, if agreed between the Contracting Parties, and if necessary after consultation in accordance with Article 12 of the present Agreement, shall come into effect when confirmed by an Exchange of Notes.

*Article 15*

The present Agreement and its Schedule shall be amended so as to conform with any multilateral convention which may become binding on both Contracting Parties.

*Article 16*

The present Agreement shall be registered with the International Civil Aviation Organization.

*Article 17*

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate 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 fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

*Article 18*

The present Agreement shall be applied provisionally from the date of signature, and shall come into force as soon as both Contracting Parties have notified each other of the completion of their own constitutional formalities.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed the present Agreement.

DONE in duplicate at London this 22nd day of October, 1965, in the English and French languages, both texts being equally authoritative.

For the Government of the United Kingdom  
of Great Britain and Northern Ireland:

G. THOMSON

For the Government of the Kingdom of Morocco:

LALLA AÏCHA

## SCHEDULE

I. ROUTES TO BE OPERATED BY THE DESIGNATED AIRLINE OR  
AIRLINES OF THE UNITED KINGDOM

1. Glasgow–Manchester–London–Rabat–Casablanca
2. London–Tangier
3. Gibraltar–Tangier–Casablanca

*Note.* The designated airline or airlines of the United Kingdom may on any or all flights omit calling at any of the above-mentioned points, provided that the agreed services on these routes begin at a point in United Kingdom territory.

II. ROUTES TO BE OPERATED BY THE DESIGNATED AIRLINE OR  
AIRLINES OF THE KINGDOM OF MOROCCO

1. Marrakesh–Casablanca–Tangier–London–Manchester
2. Tangier–Gibraltar
3. Casablanca–Bordeaux–London

*Note.* The designated airline or airlines of the Kingdom of Morocco may on any or all flights omit calling at any of the above-mentioned points, provided that the agreed services on these routes begin at a point in Moroccan territory.

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EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO AMENDING THE AGREEMENT OF 22 OCTOBER 1965<sup>2</sup> FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD<sup>1</sup> ENTRE LE GOUVERNEMENT DU ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD ET LE GOUVERNEMENT DU ROYAUME DU MAROC MODIFIANT L'ACCORD DU 22 OCTOBRE 1965<sup>2</sup> RELATIF AUX SERVICES AÉRIENS ENTRE LEURS TERRITOIRES RESPECTIFS ET AU-DELÀ

I

*Le Ministre des affaires étrangères du Maroc*  
à l'Ambassadeur du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord

Excellence,

Rabat, le 10 octobre 1968

J'ai l'honneur de vous communiquer ci-dessous les nouveaux tableaux de routes annexés à l'Accord entre le Gouvernement du Royaume du Maroc et le Gouvernement du Royaume-Uni de Grande Bretagne et d'Irlande du Nord, pour des services aériens entre et au-delà de leurs territoires respectifs, signé à Londres le 22 octobre 1965, tels qu'ils ont été arrêtés lors des consultations aéronautiques qui se sont déroulées à Rabat du 24 au 25 janvier 1968, entre les délégations des autorités aéronautiques marocaines et britanniques :

I. *Itinéraires qui seront exploités par la ou les entreprises désignées par le Royaume-Uni :*

1. Points au Royaume-Uni, Tanger, Rabat ou Casablanca, Marrakech ;
2. Gibraltar, Tanger, Tetouan, Rabat, Agadir.

<sup>1</sup> Came into force on 14 October 1968 by the exchange of the said notes.

<sup>2</sup> See p. 90 of this volume.

<sup>1</sup> Entré en vigueur le 14 octobre 1968 par l'échange desdites notes.

<sup>2</sup> Voir p. 91 du présent volume.

*Nota* : L'entreprise ou les entreprises désignées par le Royaume-Uni peut ou peuvent, au cours de chaque vol, omettre de faire escale à l'un des points précités pourvu que les services convenus sur ces itinéraires commencent en un point situé sur le territoire du Royaume-Uni.

II. *Itinéraires qui seront exploités par la ou les entreprises désignées par le Royaume du Maroc :*

1. Points au Royaume du Maroc, Bordeaux, Londres, Birmingham, Manchester ;
2. Points au Royaume du Maroc, Gibraltar.

*Nota* : L'entreprise ou les entreprises désignées par le Royaume du Maroc peut ou peuvent, au cours de chaque vol, omettre de faire escale à l'un des points précités pourvu que les services convenus sur ces itinéraires commencent en un point situé sur le territoire du Royaume du Maroc.

J'ai l'honneur d'informer Votre Excellence que les tableaux de routes révisés, figurant ci-dessus, sont acceptables au Gouvernement du Royaume du Maroc. S'ils sont également acceptables au Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, j'ai l'honneur de suggérer que la présente note, et la réponse de Votre Excellence dans ce sens, constituent un Accord entre les deux Gouvernements conclus conformément aux conditions de l'article 14 de l'Accord des services aériens de 1965, modifiant les tableaux des routes qui y étaient annexés.

Veillez agréer, Monsieur l'Ambassadeur, l'assurance de ma haute considération.

Pour le Ministre des Affaires Etrangères :  
le Secrétaire Général,  
MOHAMED SIJILMASSI

[TRANSLATION — TRADUCTION]

*The Minister for Foreign Affairs of Morocco  
to Her Majesty's Ambassador at Rabat*

Excellency,

Rabat, 10 October 1968

[See note II]

Please accept, you Excellency, etc.

For the Minister for Foreign Affairs :  
The Secretary General,  
MOHAMED SIJILMASSI

## II

*Her Majesty's Ambassador at Rabat to the Minister  
for Foreign Affairs of Morocco*

BRITISH EMBASSY

Monsieur le Ministre,

Rabat, 14 October, 1968

I have the honour to acknowledge receipt of your Excellency's note of the 10th of October, which in translation reads as follows :

I have the honour to give hereunder the new route schedules attached to the Agreement between the Government of the Kingdom of Morocco and the Government of the United Kingdom of Great Britain and Northern Ireland, for Air Services between and beyond their Respective Territories, signed at London on the 22nd of October 1965, as agreed at the time of the consultations which took place at Rabat on the 24th and 25th of January 1968, between delegations of Moroccan and British aeronautical authorities.

*I. Itineraries which will be used by the company or companies designated by the United Kingdom*

1. Points in the United Kingdom, Tangier, Rabat or Casablanca, Marrakesh ;
2. Gibraltar, Tangier, Tetuan, Rabat, Agadir.

*Note:* The company or companies designated by the United Kingdom can omit, in the course of each flight, to stop at one of the above named points, on condition that the agreed flights on these itineraries commence at a point situated on the territory of the United Kingdom.

*II. Itineraries which will be used by the company or companies designated by the Kingdom of Morocco*

1. Points in the Kingdom of Morocco, Bordeaux, London, Birmingham, Manchester ;
2. Points in the Kingdom of Morocco, Gibraltar.

*Note:* The company or companies designated by the Kingdom of Morocco can omit, in the course of each flight, to stop at one of the above named points, on condition that the agreed flights on these itineraries commence at a point situated on the territory of the Kingdom of Morocco.

I have the honour to inform your Excellency that the above revised schedule of routes is acceptable to the Government of the Kingdom of Morocco. If it is equally acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honour to suggest that this note and your Excellency's reply to that effect shall constitute an Agreement between the two Governments concluded in accordance with the terms of Article 14 of the Air Services Agreement of 1965, amending the schedules of routes annexed thereto.

In reply I have the honour to inform your Excellency that the above revised schedule of routes is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland who therefore agree that your Excellency's note and this reply shall constitute an Agreement between the two Governments concluded in accordance with the terms of Article 14 of the above-mentioned Air Services Agreement of 1965 amending the schedule of routes annexed thereto.

I have the honour to be, with the highest consideration,  
Your Excellency's obedient Servant,

L. G. HOLLIDAY

[TRADUCTION — TRANSLATION]

*L'Ambassadeur du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord  
au Ministre des affaires étrangères du Maroc*

AMBASSADE DE GRANDE-BRETAGNE

Monsieur le Ministre,

Rabat, le 14 octobre 1968

J'ai l'honneur d'accuser réception de la note de Votre Excellence en date du 10 octobre, dont la traduction se lit comme suit :

[*Voir note I*]

En réponse, j'ai l'honneur d'informer Votre Excellence que le tableau révisé des itinéraires qui figure ci-dessus rencontre l'agrément du Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, qui considère que la note de Votre Excellence et la présente réponse constituent, entre nos deux Gouvernements, un accord conforme aux dispositions de l'article 14 de l'Accord susmentionné de 1965 relatif aux services aériens modifiant le tableau des itinéraires qui y était annexé.

Je vous prie d'agrèer, etc.

J. G. HOLLIDAY