

**No. 11830**

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**NETHERLANDS  
and  
MOROCCO**

**Air Transport Agreement (with annex). Signed at Rabat on 20 May  
1959**

*Authentic text : French.*

*Registered by the International Civil Aviation Organization on 7 June 1972.*

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**PAYS-BAS  
et  
MAROC**

**Accord relatif aux services aériens (avec annexe). Signé à Rabat le  
20 mai 1959**

*Texte authentique : français.*

*Enregistré par l'Organisation de l'aviation civile internationale le 7 juin 1972.*

[TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE KINGDOM  
OF THE NETHERLANDS AND THE KINGDOM OF  
MOROCCO

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The Government of Her Majesty the Queen of the Netherlands and  
The Government of His Majesty the King of Morocco,

Desiring to promote the development of air transport services between the  
Netherlands and Morocco and to further as much as possible international  
co-operation in this field,

Desiring to apply to these services the principles and provisions of the  
Convention on International Civil Aviation signed at Chicago on 7 December  
1944<sup>2</sup> (hereinafter referred to as “ the Convention ”),

Have for that purpose appointed as their plenipotentiaries :

The Government of Her Majesty the Queen of the Netherlands :

H. E. Mr. Henderick Goemans, Ambassador Extraordinary and Pleni-  
potentiary of the Kingdom of the Netherlands to Morocco ;

The Government of His Majesty the King of Morocco :

Mr. Georges Berdugo, Chief, Economic Treaties and Conventions Division,  
Ministry of Foreign Affairs,

Who, having exchanged their full powers, found in good and due form,

Have agreed as follows :

TITLE I

GENERAL PROVISIONS

*Article 1*

For the purposes of this Agreement :

(a) The term “ aeronautical authority ” means :

- In the case of the Netherlands, the Director-General of Civil Aviation;
- In the case of Morocco, the Ministry of Public Works, (Air Division);

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<sup>1</sup> Came into force provisionally on 20 May 1959, the date of signature, and definitively on 1 January 1961, the date specified by the exchange of diplomatic notes signifying that their statutory procedures had been complied with, in accordance with article 19.

<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.

(b) The term “ territory ” shall be understood :

- To mean the territory in Europe, in the case of the Netherlands;
- As it is defined in article 2 of the Convention, in the case of Morocco;

(c) The term “ designated airline ” means an airline designated in writing by one of the Contracting Parties, in accordance with article 17, as being the airline authorized to operate the services agreed to within the scope of this Agreement;

(d) The terms “ aircraft equipment ”, “ stores ” and “ spare parts ” shall have the meaning assigned to them by the definitions in annex 9 to the Convention.

### *Article 2*

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

### *Article 3*

Certificates of airworthiness, certificates of competency and licences issued or validated by one Contracting Party and still valid shall be recognized as valid by the other Contracting Party for the purpose of operation of the agreed services. However, each Contracting Party reserves the right to refuse to recognize as valid for flight over its territory certificates of competency and licences issued to its own nationals by the other Contracting Party.

### *Article 4*

(1) Each Contracting Party reserves the right to withhold or revoke an operating permit for a designated airline of the other Contracting Party if it is not satisfied that substantial ownership and effective control of such airline are vested in that other Contracting Party or nationals thereof.

(2) Each Contracting Party also reserves the right to suspend the exercise by a designated airline of the other Contracting Party of the rights specified in this Agreement, or to impose such conditions as it may deem necessary on the exercise of those rights, if the airline fails to comply with the laws and regulations referred to in article 5 below, of the Contracting Party which granted the rights or if the airline fails to operate in accordance with the conditions prescribed under this Agreement.

However, such rights shall be exercised only after consultation with the other Contracting Party unless suspension or the imposition of conditions as

provided for above is necessary to prevent further infringement of laws and regulations.

#### *Article 5*

(1) The laws and regulations governing, within the territory of one Contracting Party, the entry, sojourn and departure of aircraft engaged in international air transport or the flight of such aircraft over the said territory shall apply to the aircraft of the designated airlines of the other Contracting Party.

(2) The laws and regulations governing, within the territory of one Contracting Party, the entry, sojourn and departure of passengers, crews, mail and cargo, such as those relating to admission, immigration and exit clearance formalities, passports, customs and quarantine, shall apply to passengers, crews, mail and cargo carried by the aircraft of the designated airlines of the other Contracting Party while they are within the said territory.

#### *Article 6*

In order to avoid any discrimination and to ensure complete equality of treatment, each Contracting Party undertakes that :

(1) The taxes or other charges and dues levied for the use of airports and other aeronautical installations in its territory by the aircraft of the designated airlines of the other Contracting Party shall not be higher than those paid by national aircraft of the same type engaged in similar international services;

(2) (a) Fuel, lubricating oil, spare parts and aircraft equipment intended solely for the use of the aircraft of the designated airlines of the other Contracting Party which are introduced into or taken on board such aircraft by or on behalf of the said airlines shall be exempt, on entry into and departure from its territory, from all national charges and taxes, including customs duties and inspection fees, even if such supplies are used or consumed during flights over the said territory;

(b) The aircraft employed by the designated airlines of the other Contracting Party and the fuel, lubricating oil, spare parts, aircraft equipment and stores remaining on board such aircraft shall, on entry into and departure from its territory, be exempt from customs duties, inspection fees or other similar charges or taxes, even if such supplies are used or consumed during flights over the said territory;

(c) Supplies so exempted may be unloaded only with the consent of the customs authorities of the Contracting Party concerned. They shall remain,

under customs supervision, at the disposal of the designated airlines until such time as they are re-exported.

#### *Article 7*

If either Contracting Party considers it desirable to modify any provision of this Agreement or of the annex thereto, the aeronautical authorities of the Contracting Parties shall consult together for that purpose; the consultation shall take place within thirty (30) days from the date of the request.

If the said authorities agree on the modifications to be made to the Agreement, such modifications shall enter into force after they have been confirmed by an exchange of diplomatic notes.

Modifications to the annex shall not require an exchange of diplomatic notes; the date of their entry into force shall be agreed upon by the aeronautical authorities of the two Contracting Parties.

#### *Article 8*

In a spirit of close collaboration, the aeronautical authorities of the Contracting Parties shall consult together at the request of either Party in order to satisfy themselves that the principles laid down in this Agreement are being applied and that the purposes of the Agreement are being satisfactorily achieved.

#### *Article 9*

(1) The Contracting Parties shall settle any dispute concerning the interpretation or application of this Agreement by direct negotiations between the aeronautical authorities.

If such negotiations are unsuccessful, the dispute shall be referred to an arbitral tribunal.

(2) The arbitral tribunal shall be composed of three members. Each of the two Contracting Parties shall appoint an arbitrator and the two arbitrators shall 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 Contracting Parties proposed arbitration of the dispute, or if the arbitrators fail to agree upon the appointment of a chairman within one month after their appointment, either Contracting Party may request the President of the International Court of Justice to make the necessary appointments.

(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, it shall draw up its own rules of procedure and choose its own meeting-place.

(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 be deemed final in all cases.

(5) If and so long as either Contracting Party fails to comply with an arbitral award, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted under 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.

#### *Article 10*

This Agreement and the annex thereto shall be brought into harmony with any multilateral agreement which may become binding on the two Contracting Parties.

#### *Article 11*

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 communicated simultaneously to the International Civil Aviation Organization.

The Agreement shall cease to have effect twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement before the end of that period. If the Contracting Party receiving such notice fails to acknowledge receipt thereof, the said notice shall be deemed to have been received fourteen (14) days after its receipt at the headquarters of the International Civil Aviation Organization.

#### *Article 12*

This Agreement and the annex thereto shall be communicated to the International Civil Aviation Organization.

### TITLE II

## AGREED SERVICES

#### *Article 13*

The Government of the Kingdom of the Netherlands and the Government of the Kingdom of Morocco 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 one or more airlines designated by their respective Governments. The said services shall hereinafter be referred to as "agreed services".

*Article 14*

The airline or airlines designated by the Government of the Kingdom of the Netherlands in accordance with this Agreement shall enjoy, in the territory of Morocco, the right to take on or set down passengers, mail and cargo in international traffic at the points and on the Netherlands routes listed in the annex hereto.

The airline or airlines designated by the Government of the Kingdom of Morocco in accordance with this Agreement shall enjoy, in the territory of the Netherlands, the right to take on or set down passengers, mail and cargo in international traffic at the points and on the Moroccan routes listed in the annex hereto.

The airline or airlines designated by one Contracting Party shall in addition enjoy, within the territory of the other Contracting Party, the right of overflight and the right to make technical stops; they may also use the airports and other facilities for international traffic.

*Article 15*

(1) The airlines designated by each of the two Contracting Parties shall be assured fair and equitable treatment so as to enjoy equal opportunities for the operation of the agreed services.

(2) Where they operate on the same routes, they shall take their mutual interests into account so as not to affect each other's services unduly.

(3) (a) The agreed services on all the routes specified in the schedules appearing in the annex to this Agreement shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to satisfy the normal and foreseeable requirements of international traffic originating in and destined for the country to which the airline operating the said services belongs.

(b) However, the airline or airlines designated by either Contracting Party may satisfy the transport requirements between the territory of third States and the territory of the other Contracting Party to the extent that these requirements are not satisfied by the local and regional services of the other Contracting Party operated between the same territories.

(c) Additional capacity over and above that referred to in the first subparagraph of this paragraph may be provided, whenever warranted by the transport requirements of the countries served by the route, by mutual agreement and for a period to be determined in each case.

(4) With regard to agreed services operated between the territories of the two Contracting Parties, an apportionment of the capacity provided between the designated airlines of the two countries shall be determined.

*Article 16*

The operating schedules for the services agreed upon by the designated airlines shall be approved by the two aeronautical authorities on the basis, in particular, of statistics which they undertake to communicate regularly to each other.

The designated airlines shall make known not later than one month before the commencement of each operating period the types of aircraft, frequencies and time-tables scheduled. Subsequent changes shall be submitted two weeks before their entry into effect.

*Article 17*

(1) The agreed services may be inaugurated provided that :

- (a) The Contracting Party to which the rights are granted has designated one or more airlines for that purpose;
- (b) The Contracting Party granting the rights has issued to the said airlines the appropriate operating permit, which it shall do, subject to the provisions of paragraph (2) of this article and the provisions of article 4, as soon as possible.

(2) However, before being authorized to inaugurate the agreed services, the designated airlines may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that they are qualified to fulfil the conditions prescribed under the laws and regulations normally applied by those authorities with respect to the operation of international air services.

*Article 18*

(1) The tariffs to be charged on the agreed services referred to in this Agreement shall be fixed, in the first instance, by agreement between the designated airlines, regard being had to all relevant factors, including economy of operation, normal profits and differences in the characteristics of service.

These airlines shall proceed :

- (a) By applying any resolutions adopted under the rate-fixing procedure of the International Air Transport Association (IATA); or
- (b) By direct agreement, after consultation, where necessary, with airlines of third countries operating on all or part of the same routes.

(2) The tariffs so fixed shall be submitted to the aeronautical authorities of the two Contracting Parties for approval and shall enter into effect forty-five (45) days after receipt of notice thereof by the said aeronautical authorities.



(3) If the designated airlines fail to agree on the fixing of tariffs in accordance with paragraph (1) above, or if one of the Contracting Parties makes known its dissatisfaction with the tariff submitted to it in accordance with paragraph (2) above, the aeronautical authorities of the two Contracting Parties shall endeavour to reach a satisfactory solution.

## FINAL PROVISION

### *Article 19*

This Agreement shall be applied provisionally from the date of signature; it shall enter into force on a date to be specified by an exchange of notes through the diplomatic channel signifying that the formalities required under the internal laws of each Contracting Party have been completed.

IN WITNESS WHEREOF the undersigned plenipotentiaries have signed this Agreement.

DONE at Rabat, on 20 May 1959, in duplicate, in the French language.

For the Kingdom  
of the Netherlands :  
H. GOEMANS

For the Kingdom  
of Morocco :  
G. BERDUGO

## ANNEX

### ROUTE SCHEDULE

#### *I. Netherlands routes*

Points in the Netherlands, Brussels or Luxembourg, Germany or Switzerland, Casablanca or Tangiers, to Liberia, Nigeria, French Equatorial Africa, Belgian Congo, Portuguese West Africa.

#### *II. Moroccan routes*

Points in Morocco, Paris, Brussels, Germany or Switzerland, Amsterdam, to Denmark, Sweden, Norway, Finland.

#### NOTES :

(1) The intermediate stops in Germany or Switzerland shall be specified subsequently by agreement between the designated airlines.

(2) The designated airlines may omit one or more intermediate stops on any of the above routes, provided that such stops are in the territory of third States.