

No. 13467

**MALI
and
CHAD**

**Air Transport Agreement (with annexes). Signed at Bamako on
12 February 1974**

Authentic text: French.

*Registered by the International Civil Aviation Organization on 5 August
1974.*

**MALI
et
TCHAD**

**Accord relatif aux transports aériens (avec annexes). Signé à
Bamako le 12 février 1974**

Texte authentique: français.

*Enregistré par l'Organisation de l'aviation civile internationale le 5 août
1974.*

[TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF
THE REPUBLIC OF MALI AND THE GOVERNMENT OF THE
REPUBLIC OF CHAD

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

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944,²

And desiring to promote the development of air transport by the establishment of air services between and beyond their respective territories,

Have, in addition to the said Convention, agreed as follows:

Article 1. (1) For the purpose of the present Agreement and its annexes, 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 approved by the Contracting Parties.

(b) The term “aeronautical authorities” means, in the case of the Republic of Mali, the Minister responsible for Civil Aviation and any person or body authorized to perform the functions at present exercised by the said Minister or similar functions and, in the case of the Republic of Chad, the Minister responsible for Civil Aviation and any person or body authorized to perform any functions at present exercised by the said Minister or similar functions.

(c) The term “airline” means an airline which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with article 3 of the present Agreement, for the operation of air services on the routes specified in such notification.

(d) The term “territory” shall have 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” shall have the meanings respectively assigned to them in article 96 of the Convention, and

(f) The terms “aircraft equipment”, “aircraft stores” and “spare parts” shall have the meanings respectively assigned to them in annex 9 to the Convention.

¹ Came into force on 12 February 1974 by signature, in accordance with article 17.

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; vol. 514, p. 209; vol. 740, p. 21; and vol. 893, p. 117.

Article 2. (1) Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing air services on the routes specified in the appropriate section of the schedule included in the annex thereto (hereinafter called “the agreed services” and “the specified routes”).

(2) Subject to the provisions of the present Agreement, the airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following privileges:

- (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 in the annex to the present Agreement for the purpose of setting down and taking on international traffic in passengers, cargo and mail.

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

(3) The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations of the other Contracting Party normally and reasonably applied by it to the operation of international commercial air services, in so far as those laws and regulations are not contrary to the Convention.

(4) Each Contracting Party have the right to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the privileges specified in article 2, paragraph (2), of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those rights 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 the Contracting Party designating the airline.

(5) Any time after the provisions of paragraphs (1) and (2) of this article have been complied with, an airline so designated and authorized may begin to operate the agreed services, provided that a service shall not be operated unless a tariff established in accordance with the provisions of article 8 of the present Agreement is in force in respect of that service.

(6) Each Contracting Party shall have the right to suspend the exercise by an airline of the privileges specified in article 2, paragraph (2), of the present Agreement or to impose such conditions as it may deem necessary on the exercise by the airline of those privileges in any case where the airline fails to comply with the laws and regulations of the Contracting Party granting those privileges or otherwise fails to operate in accordance with the provisions of the present Agreement provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringements of the said laws and regulations, this right shall be exercised only after consultation with the other Contracting Party.

(7) Notwithstanding the provisions of paragraphs (1) and (2) of this article and in application of articles 77 and 79 of the Convention on International Civil Aviation

concerning the establishment by two or more States of joint operating organizations or international operating agencies, the Government of the Republic of Mali and the Government of the Republic of Chad acknowledge that each has the right to designate a joint airline established by each of them and other States to operate agreed services.

Article 4. (1) The aircraft used by the designated airlines of either of the Contracting Parties and introduced into the territory of the other Contracting Party, as well as fuel, lubricating oil, spare parts, aircraft stores and general equipment exclusively for use by the said aircraft, shall be exempt from customs duties and other fees and taxes levied on goods upon entering and leaving the territory.

(2) Fuel and lubricating oil taken on board the said aircraft by the designated airline in the territory of the other Contracting Party and re-exported shall remain exempt from customs duties, consumption duties and other fees and national taxes.

This treatment shall be in addition to and without prejudice to that which each Contracting Party is under obligation to grant under article 24 of the Convention.

Article 5. Certificates of airworthiness and certificates of competency and licences issued or rendered valid by the Contracting Party in which the aircraft is registered and still in force shall be recognized as valid by the other Contracting Party, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

Article 6. Any airline designated by one Contracting Party may maintain at the airports or in the cities of the other Contracting Party such administrative and technical staff as the designated airline may deem necessary as its representatives. Where a designated airline declines to maintain its own staff at the airports of the other Contracting Party, it shall as far as possible assign any work to the airport staff or to the staff of a designated airline of the other Contracting Party.

Article 7. (1) There shall be 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 a 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.

Provision for the carriage of passengers, cargo and mail both taken on and set 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 requiring that capacity shall be related to:

(a) Traffic requirements between the country of origin and the country of destination;

- (b) Traffic requirements of the region through which the airline passes, after taking account of other transport services established by airlines of the States comprising the region; and
- (c) The requirements of through airline operation.

Article 8. (1) The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit, characteristics of service (such as standards of speed and accommodation) and the tariffs of other airlines operating over the same specified routes. These tariffs shall be fixed in accordance with the following provisions of this article.

(2) The tariffs referred to in paragraph (1) of this article, together with the rates of agency commission used in conjunction with them shall, if possible, be agreed in respect of each of the specified routes between the designated airlines concerned, in consultation with other airlines operating over the whole or part of that route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association (IATA). The tariffs so agreed shall be subject to the approval of the aeronautical authorities of both Contracting Parties at least thirty (30) days before the date proposed for their entry into force.

(3) If the airlines cannot agree on any of these tariffs or if for some other reason a tariff cannot be agreed in accordance with the provisions of paragraph (2) of this article, the aeronautical authorities of the Contracting Parties shall try to determine the tariffs by agreement between themselves.

(4) If the aeronautical authorities cannot agree on the approval of any tariffs under paragraph (2) of this article, or on the determination of any tariffs under paragraph (3), the dispute shall be settled in accordance with the provisions of article 12 of the present Agreement.

(5) No tariff shall come into force if the aeronautical authorities of either Contracting Party are dissatisfied with it, except under the provisions of article 12 of the present Agreement.

(6) When tariffs have been established in accordance with the provisions of this article these tariffs shall remain in force until new tariffs have been established in accordance with the provisions of this article.

Article 9. Each Contracting Party, subject to reciprocity, shall grant to the designated airline or airlines of the other Contracting Party the right to transfer to the head office the earnings derived from the normal operation of air services. These transfers shall not be subject to any charges other than those which banks normally collect for their operations.

Article 10. Each Contracting Party shall, subject to reciprocity, exempt from income tax and any other relevant tax it imposes all income subject to income tax earned by so-called resident airlines from the operation of their air transport services in the territory of the other Contracting Party.

Article 11. The aeronautical authorities of one Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request all periodic statistical data that 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 data shall include all information required to determine the

amount of traffic carried by those airlines on the agreed services, and the point of origin and destination of such traffic.

Article 12. (1) Each Contracting Party may at any time request consultation between the competent aeronautical authorities of the two Contracting Parties on any matter concerning the interpretation, application or amendment of the present Agreement. Such consultation shall begin within a period of thirty (30) days from the date of the request and shall end within sixty (60) days from the date on which it began.

(2) All decisions taken in accordance with such consultations shall enter into force when they have been confirmed by an exchange of diplomatic notes.

Article 13. (1) In the event that a dispute relating to the interpretation or application of the present Agreement has not been settled in accordance with the provisions of article 12, either by the aeronautical authorities or by the Governments of the Contracting Parties, it shall be referred to an arbitral tribunal at the request of one of the Contracting Parties.

(2) The tribunal shall be composed of three members. Each of the two Governments shall appoint its arbitrators; these two arbitrators shall agree on the appointment of a national of a third State as President.

(3) If within a period of sixty (60) days from the day on which one of the two Governments proposed the settlement of the dispute by arbitration the arbitrators have not reached agreement on the appointment of a President, each Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointments.

(4) 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.

(5) Each Contracting Party shall be responsible for the cost of its designated arbitrator and subsidiary staff provided, and both Contracting Parties shall share equally all such further expenses involved in the activities of the tribunal, including those of the President.

(6) If and so long as either Contracting Party or the designated airline of either Contracting Party fails to comply with a decision given under this article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline or airlines of that Contracting Party or to the designated airline in default.

Article 14. Each contracting Party may at any time notify the other Contracting Party in writing and through the diplomatic channel of its decision to terminate the present transport Agreement. Such notice shall simultaneously be transmitted to the International Civil Aviation Organization. If such notice is given, the present Agreement shall be terminated twelve (12) months after the date of receipt of the notice by the other contracting Party, unless the notice to terminate is withdrawn by mutual agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article 15. The present Agreement and any exchange of notes in accordance with article 12 (1) shall be registered with the International Civil Aviation Organization.

Article 16. The present Agreement shall be amended by an exchange of diplomatic notes so as to conform with any multilateral agreement by which both Contracting Parties become bound.

Article 17. The present Agreement shall enter into force on the date of signature.

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

DONE at Bamako this twelfth day of the month of February 1974 in two copies in the French language, both copies being equally authentic.

For the Government
of the Republic of Chad:

H.E. IDRIS MAHAMAT AMANE

Minister of Transport, Post
and Telecommunications

For the Government
of the Republic of Mali:

Battalion Commander
KARIM DEMBELE

Minister of Transport,
Telecommunications and Tourism

ANNEX I

MALIAN ROUTE SCHEDULE

Points in Mali — Niamey — Kano and/or Lagos — N'Djamena and vice versa.

ANNEX II

CHAD ROUTE SCHEDULE

Points in Chad — Kano and/or Lagos — Niamey — Bamako and vice versa.

ANNEX III

NON-SCHEDULED COMMERCIAL AIR TRANSPORT

The Contracting States agree that prior authorization may be required for non-scheduled air transport. The application must be submitted to the aeronautical authorities not less than two working days in advance in the case of one flight or a series of ten flights at the most; a longer period may be specified in the case of a greater number of flights.

The following information shall be provided in the aforementioned cases:

- (1) Name of the operating company;
 - (2) Type of aircraft and registration marks;
 - (3) Envisaged date and hour of arrival in the territory of the Contracting State and of departure from that territory;
 - (4) Itinerary of the aircraft;
 - (5) Purpose of the flight, number of passengers to be taken on or set down and the nature and quantity of the cargo to be taken on or set down.
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