No. 17886

SWEDEN
and
MOROCCO

Agreement relating to scheduled air transport (with annex and exchange of letters). Signed at Rabat on 14 November 1977

Authentic text: French.
Registered by the International Civil Aviation Organization on 2 July 1979.

SUÈDE
et
MAROC

Accord relatif aux transports aériens réguliers (avec annexe et échange de lettres). Signé à Rabat le 14 novembre 1977

Texte authentique : français.
Enregistré par l'Organisation de l'aviation civile internationale le 2 juillet 1979.

[TRANSLATION — TRADUCTION]

AGREEMENT[1] BETWEEN THE GOVERNMENT OF THE KINGDOM OF SWEDEN AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO RELATING TO SCHEDULED AIR TRANSPORT

The Government of the Kingdom of Sweden and the Government of the Kingdom of Morocco,

Bearing in mind that the Kingdom of Sweden and the Kingdom of Morocco are parties to the Convention on International Civil Aviation[2] and the International Air Services Agreement,[3] opened for signature at Chicago on 7 December 1944, 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 this Agreement, unless the context requires another interpretation:

(*a*) The term "the Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes any annex adopted under article 90 of that Convention and any amendment of the annexes or the Convention under articles 90 and 94 thereof if these amendments and annexes have been adopted by the two Contracting Parties;

(*b*) The term "aeronautical authorities" means, in the case of the Kingdom of Sweden, the Board of Civil Aviation, and, in the case of the Kingdom of Morocco, the Ministry of Public Works and Communications — Air Division, or, in both cases, any other authority or person authorized to perform the functions at present exercised by those authorities;

(*c*) The term "designated airline" means an airline which has been designated in accordance with article 3 of this Agreement;

(*d*) The terms "territory", "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in articles 2 and 96 of the Convention;

(*e*) The term "annex" means the annex to this Agreement or as amended in accordance with the provisions of article 15, paragraph 2, of this Agreement. The annex forms an integral part of this Agreement, and any reference to the Agreement shall be considered as including a reference to the annex except where otherwise provided.

(*f*) The term "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including

[1] Came into force on 14 November 1977, the date on which the Parties notified each other, by an exchange of letters, of the completion of their constitutional formalities, in accordance with article 20.

[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; vol. 893, p. 117; vol. 958, p. 217, and vol. 1008, p. 213.

[3] *Ibid.*, vol. 84, p. 389.

prices and conditions for agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail.

Article 2. 1. Each Contracting Party grants to the other Contracting Party the following rights for the operation of international air services by the designated airline:

(*a*) To overfly without landing the territory of the other Contracting Party;

(*b*) To make stops for non-traffic purposes in that territory;

(*c*) To make stops in that territory at the points specified in the annex to this Agreement, for the purpose of putting down and taking on international traffic in passengers, cargo and mail, separately or combined.

2. Nothing in paragraph 1 of this article shall be deemed to confer on the airline of one Contracting Party the right to take on, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of the other Contracting Party.

Article 3. 1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline 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 designated 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 normally and reasonably applied to the operation of international air services by those authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to withhold the operating authorization referred to in paragraph 2 of this article, or to impose such conditions as it may deem necessary on the exercise by the designated airline of the rights specified in article 2, in any case where that Contracting Party has no proof 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 authorized, it may begin to operate the agreed services, provided that a tariff established in accordance with the provisions of article 9 of this Agreement is in force for these services.

Article 4. 1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in article 2 of this 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 all cases where it has no proof that the substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals; or

(*b*) Where that airline fails to comply with the laws and regulations of the Contracting Party granting these rights; or

(*c*) Where that airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

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

Article 5. 1. The fees charged in the territory of either Contracting Party for the use of airports and other aviation facilities by aircraft of the airline designated by the other Contracting Party shall not be higher than those charged to aircraft of the national airline operating scheduled international air services.

2. Neither Contracting Party shall grant preference to its own airline or to any other airline over the airline designated by the other Contracting Party in the application of its customs, immigration and quarantine regulations and the use of airports, airlanes and air traffic services under its control.

Article 6. 1. Aircraft operated on international services by the airline designated by one Contracting Party, as well as their standard equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft until they are re-exported.

2. The following shall also be exempt from the same duties and taxes, with the exception of charges corresponding to the service performed:

(*a*) Aircraft stores taken on board in the territory of one Contracting Party, within limits fixed by the authorities of the said Contracting Party, and intended for consumption on board aircraft engaged in an international service of the other Contracting Party;

(*b*) Spare parts imported into the territory of one of the Contracting Parties for the maintenance or repair of aircraft operated on international services by the designated airline of the other Contracting Party;

(*c*) Fuels and lubricants for refuelling and servicing aircraft operated on international services by the designated airline of the other Contracting Party, even when they are to be used on the part of the flight taking place over the territory of the Contracting Party in which they are taken on board.

The items referred to in sub-paragraphs (*a*), (*b*) and (*c*) may be required to be kept under customs supervision or control.

Article 7. 1. Standard airborne equipment and stores, spare parts and supplies on board the aircraft of a Contracting Party may be unloaded in the territory of the other Contracting Party only with the consent of the customs authorities of that territory. In such cases, they may be placed under the supervision of the said authorities until they are re-exported or have been re-routed to another destination authorized by the customs regulations.

2. Baggage and cargo in direct transit shall be exempt from customs duties and other similar charges.

Article 8. 1. There shall be fair and equal opportunity for the designated airlines to operate the agreed services on the specified routes in accordance with article 2 of this Agreement.

2. In operating the agreed services on the specified routes in accordance with article 2 of this Agreement, the airline designated by each of the two Contracting Parties shall take into account the interests of the airline designated by the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.

3. The agreed services operated by a designated airline shall have as their primary objective the provision of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, mail and cargo originating in or bound for the territory of the Contracting Party designating the airline. The right of the airline designated by each of the two Contracting Parties to take on and put down at a point in the territory of the other Contracting Party international traffic bound for or originating in a third country shall be exercised in conformity with the principles that capacity shall be related to:

(*a*) Traffic requirements to or from the territory of the Contracting Party designating the airline;

(*b*) Traffic requirements of the areas served, after taking account of other air transport services established by airlines of the States comprising the area: and

(*c*) The requirements of economical operation of the agreed services.

Article 9. 1. The tariffs to be charged by the airline 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 factors, including cost of operation, reasonable profit and the tariffs of other airlines.

2. The tariffs referred to in paragraph 1 of this article shall, if possible, be agreed upon between the designated airlines, 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 sixty (60) 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. Such approval may be given explicitly. Where neither of the aeronautical authorities has signified its disagreement within thirty (30) days from the date of submission of the tariffs in accordance with paragraph 3 of this article, the tariffs shall be deemed to be approved. Where the period for submission has been reduced in the manner described in paragraph 3, the aeronautical authorities may agree on a period of less than thirty (30) days for notification of possible disagreement.

5. If a tariff cannot be established in accordance with paragraph 2 of this article, or if one aeronautical authority informs the other aeronautical authority, within the time-limits referred to in paragraph 4 of this article, of its disagreement with respect to any tariff agreed upon in accordance with paragraph 2, the aeronautical authorities of the Contracting Parties shall, after consulting the aeronautical authorities of any other State whose views they deem useful, try to establish the tariff by agreement between themselves.

6. If the aeronautical authorities cannot agree on a tariff submitted to them under paragraph 3 of this article, or on the establishment of a tariff under paragraph 5 of this article, the dispute shall be settled in accordance with the provisions of article 17 of this Agreement.

7. Pending the settlement of the dispute, the Contracting Party which has expressed disagreement shall have the right to require the other Contracting Party to maintain the tariffs previously in force, on the understanding that the two Contracting Parties will have to reach an agreement within a reasonable time.

Article 10. Each Contracting Party undertakes to ensure the other Contracting Party the free transfer, at the official exchange rate, of the surplus of receipts over expenditures earned in its territory for the carriage of passengers, baggage, postal packets and cargo undertaken by the enterprise designated by the other Contracting Party. To the extent that the service clearing payments between the Contracting Parties is governed by a special agreement, that agreement shall apply.

Article 11. The aeronautical authorities of each Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, at their request, all periodic or other statistical data as may be reasonably required for monitoring the capacity provided on the agreed services by the designated airline of the first Contracting Party.

Such data shall include all information required for determining the volume of traffic carried by the airline on the agreed services.

Article 12. The airline designated by a Contracting Party may establish and maintain its own agency and employ its own business staff in the airports and towns of the territory of the other Contracting Party.

Article 13. The designated airlines shall submit for approval to the aeronautical authorities of the two Contracting Parties, at least thirty (30) days before the entry into operation of the agreed services, the plan of operations which shall include the type of aricraft used, the frequency of service and the proposed timetables.

Any subsequent change shall be communicated to the aeronautical authorities for approval.

Article 14. 1. In a spirit of close co-operation, the aeronatuical 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 this Agreement and its annex.

2. Either Contracting Party may request a consultation with the other Contracting Party. Such consultation shall begin within a period of ninety (90) days from the date of receipt of the request unless the two Contracting Parties agree to an extension of that period.

Article 15. 1. If either Contracting Party deems it desirable to amend any provision of this Agreement, it may request consultation with the other Contracting Party. Such consultation, which may be held between aeronautical authorities, shall begin within ninety (90) days of the date of receipt of the request. Any amendment so agreed shall enter into force when it has been confirmed by an exchange of diplomatic notes.

2. Amendments to the annex to this Agreement may be made by direct agreement between the competent aeronautical authorities of the Contracting Parties.

Article 16. This Agreement and its annex shall be brought into conformity with any multilateral convention which may become binding on both Contracting Parties.

Article 17. 1. If a dispute arises between the Contracting Parties concerning the interpretation or application of this Agreement, the Contracting Parties shall first try to settle it by negotiation.

2. If the Contracting Parties do not reach a settlement through negotiation, the dispute may be submitted for settlement, at the request of the two Contracting Parties, to any person or body.

3. If the dispute is not settled in this way, it shall be referred, at the request of one of the Contracting Parties, to an arbitral tribunal.

4. This arbitral tribunal shall be composed of three members. Each Government shall appoint an arbitrator. 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 Governments 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 Council of the International Civil Aviation Organization to make the necessary appointments.

5. 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.

6. 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.

7. 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.

Article 18. Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this 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 month of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement before the expiry of such period. Failing 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 19. This Agreement and its annex, and any amendments thereto, shall be deposited with the International Civil Aviation Organization.

Article 20. This Agreement shall apply provisionally on signature; it shall enter into force as soon as the two Contracting Parties have notified each other of the completion of their respective constitutional formalities.

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

DONE in duplicate at Rabat on 14 November 1977 in the French language.

For the Government of the Kingdom of Sweden:

[KNUT BERNSTRÖM]

For the Government of the Kingdom of Morocco:

[MOHAMED MEKOUAR]

ANNEX

ROUTE SCHEDULE

1. Swedish routes:

   Points in Sweden—one point in Morocco and vice versa.

2. Moroccan routes:

   Points in Morocco—Stockholm and vice versa.

Nothing shall prevent the designated airline of each Contracting Party from serving intermediate points provided that no commercial right is exercised between these points and the territory of the other Contracting Party.

EXCHANGE OF LETTERS

I

Rabat, 14 November 1977

Sir,

With reference to the Agreement signed today between the Government of the Kingdom of Sweden and the Government of Morocco relating to air transport, I have the honour to notify you that, in accordance with article 3 of the Agreement, the Government of the Kingdom of Sweden designated AB Aerotransport (ABA) to operate the agreed services specified in the annex.

On behalf of my Government, I have the honour to confirm agreement on the following matters:

1. (*a*) AB Aerotransport (ABA), co-operating with Det Danske Luftfartselskab A/S (DDL) and Det Norske Luftfartsselskap A/S (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 these two enterprises, and

1. (*b*) In so far as AB Aerotransport (ABA) employs aircraft, crews and equipment of the two other airlines participating in the Scandinavian Airlines System (SAS), the provisions of the Agreement shall apply to such aircraft, crews and equipment as if they belonged to AB

Aerotransport (ABA), and the competent Swedish authorities and AB Aerotransport (ABA) shall accept full responsibility therefor under the Agreement.

Accept, Sir, etc.

KNUT BERNSTRÖM
Ambassador

Mr. Mohamed Mekouar
Chairman of the Moroccan Delegation
Rabat

II

Rabat, 14 November 1977

Sir,

I have the honour to acknowledge receipt of your letter of 14 November 1977 informing me that under the provisions of article 3 of the Agreement between the Government of the Kingdom of Morocco and the Government of the Kingdom of Sweden relating to air transport, signed at Rabat on 14 November 1977, your Government designates AB Aerotransport (ABA) to operate the agreed services specified in the annex to that Agreement.

I take note thereof and hereby express my agreement on the following matters:

[*See letter I*]

Accept, Sir, etc.

[*Signed*]

MOHAMED MEKOUAR
Chairman of the Moroccan Delegation

H.E. the Ambassador of the Kingdom of Sweden
in Rabat