

No. 19672

**SPAIN
and
IVORY COAST**

**Air Transport Agreement (with annex). Signed at Madrid
on 15 July 1976**

Authentic texts: Spanish and French.

Registered by Spain on 27 March 1981.

**ESPAGNE
et
CÔTE D'IVOIRE**

**Accord relatif au transport aérien (avec annexe). Signé à
Madrid le 15 juillet 1976**

Textes authentiques : espagnol et français.

Enregistré par l'Espagne le 27 mars 1981.

[TRANSLATION—TRADUCTION]

AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF SPAIN AND THE GOVERNMENT OF THE REPUBLIC OF THE IVORY COAST

The Government of Spain and the Government of the Republic of the Ivory Coast, desiring to promote the development of air transport between Spain 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 Republic of the Ivory Coast, the Ministry responsible for air transport and, in the case of Spain, the Air Ministry (Subsecretariat of Civil Aviation), or, in both cases, the institutions or persons duly authorized to assume the functions exercised by the said authorities.

(3) The expression “designated airline” means the airline which the aeronautical authorities of one Contracting Party have designated by name as 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, 11 and 14 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 foodstuffs, 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:

¹ Applied provisionally from 15 July 1976, the date of signature, and came into force definitively on 18 June 1979, the date of the last of the notifications (effected on 22 February and 18 June 1979) by which the Parties informed each other of the fulfilment of the constitutional procedures, 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; vol. 1008, p. 213, and vol. 1175, p. 297.

- (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 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 of the other Contracting Party engaged in international navigation;
- (c) Fuels and lubricants intended for aircraft used in international traffic by the designated airline 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.

4. Passengers in transit across the territory of either Contracting Party shall be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

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 reserves 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 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 the request therefor.

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 every case be 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 Republic of the Ivory Coast and the Government of Spain 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 designated by each of them. The said services shall hereinafter be referred to as "agreed services".

Article 10. Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline for the purpose of operating the agreed services on the specified routes.

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 airline designated the appropriate operating permits.

The aeronautical authorities of one of the Contracting Parties may require the airline designated by the other Contracting Party to satisfy them that it is 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.

After an airline has been thus designated and authorized, it may at any time begin to operate any agreed service, provided that a tariff established in accordance with the provisions of article 19 of this Agreement is in force in respect of that service.

Article 11. 1. Each Contracting Party shall have the right to withhold the operating permits referred to in article 10, second paragraph, if it is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party which has designated the airline 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 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 are vested in the Contracting Party which has designated the airline or in nationals of that Contracting Party; or where
- (b) The airline has failed to comply with the laws and regulations of the Contracting Party which has granted the rights; or where
- (c) The airline has 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.

Article 12. The airline designated by the Government of the Republic of the Ivory Coast under this Agreement shall enjoy, in the territory of Spain, 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.

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

Nothing in this Agreement may be interpreted as conferring on the airlines designated by one Contracting Party rights of cabotage within the territory of the other Contracting Party.

Article 13. 1. Each Contracting Party undertakes to grant to the other Contracting Party free transfer, at official rates of exchange, of the excess of receipts over expenditure accruing in its territory from the carriage of passengers, baggage, mail and cargo by a designated airline of the other Contracting Party.

Wherever the payments system between the Contracting Parties is governed by a special agreement, the special agreement shall apply.

2. Profits made by the airline of a Contracting Party from the operation of an international air service shall be taxed only in the Contracting State in which the airline has its headquarters.

Article 14. Under articles 77 and 79 of the Convention on International Civil Aviation relating to the establishment by two or more States of joint operating organizations or of international operating agencies, the Government of Spain agrees that the Government of the Republic of the Ivory Coast, in accordance with articles 2 and 4 of and the annexes to the Treaty on Air Transport in Africa signed by the Ivory Coast at Yaoundé on 28 March 1961, reserves the right to designate the Air Afrique company as the instrument chosen by the Republic of the Ivory Coast to operate the agreed services.

Article 15. 1. The operation of the agreed services between Ivory Coast territory and Spanish territory 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 shall respect the principle of equal or equivalent division of the capacity to be provided in operating the agreed 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 16. 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 operating the said services.

2. The airline or airlines designated by either Contracting Party may, within the limits of the overall capacity stipulated in paragraph 1 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 designated by one of the Contracting Parties does not use, on one or more routes, part or all of the transport capacity it could provide, account being taken of its rights, it shall transfer to the airline designated by the other Contracting Party, for a specified period, all or part of the transport capacity concerned.

The designated airline which transfers all or part of its rights may recover them at the end of the said period.

Article 17. 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 which may reasonably be requested for the purpose of examining the transport capacity provided by the designated airline of the first Contracting Party. These statistics shall contain all the information necessary to ascertain the volume, origin and destination of traffic.

Article 18. Both Contracting Parties agree to consult each other whenever necessary in order to co-ordinate their respective air services.

Article 19. 1. The tariffs to be charged on the agreed surfaces operating on the Ivory Coast and Spanish routes specified in this Agreement shall be fixed, as far as possible, by agreement between the designated airlines.

These airlines shall proceed:

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

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 20. Each Contracting Party shall notify the other of the completion of the constitutional procedures for the entry into force of this Agreement and its annex, which shall take effect on the date of the last notice. The Contracting Parties agree, however, to implement the provisions of this Agreement and its annex from the date of its signature.

Article 21. This Agreement and its annex shall be communicated to the International Civil Aviation Organization for registration.

DONE in two copies in the Spanish and French languages, both texts being equally authentic.

DONE at Madrid, on 15 July 1976.

For the Government
of Spain:

[Signed]

MARCELINO OREJA AGUIRRE
Minister for Foreign Affairs

For the Government
of the Republic of the Ivory Coast:

[Signed]

APPAGNY TANOË
Ambassador of the Ivory Coast
in Paris

ANNEX TO THE AIR TRANSPORT AGREEMENT BETWEEN THE IVORY COAST AND SPAIN

The route schedule to which reference is made in articles 9 and 12 of this Agreement has been established by agreement as follows:

(A) Ivory Coast routes:

- (1) Point in the Ivory Coast—Bamako—Casablanca—Madrid—Paris—London—Frankfurt and vice versa.
- (2) Point in the Ivory Coast—1 intermediary point—Las Palmas—Casablanca—Paris—London—Frankfurt and vice versa.

(B) Spanish routes:

- (1) Point in Spain—Freetown—Monrovia—Abidjan—Lagos—Douala—Libreville* and one other point south of the parallel of Libreville on the African continent and vice versa.
- (2) Point in Spain—Dakar*—Freetown or Monrovia—Abidjan—Lagos—Douala—Libreville* and one other point south of the parallel of Libreville on the African continent and vice versa.

* Without the right to operate between Dakar and Abidjan and between Abidjan and Libreville.

Madrid, on 15 July 1976
