

No. 25166

**BELGIUM
and
MALI**

**Agreement relating to regular air transport (with annex).
Signed at Brussels on 9 May 1985**

Authentic text: French.

Registered by Belgium on 29 July 1987.

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et
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Texte authentique : français.

Enregistré par la Belgique le 29 juillet 1987.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ RELATING TO REGULAR AIR TRANSPORT BETWEEN
THE KINGDOM OF BELGIUM AND THE REPUBLIC OF MALI

The Government of the Kingdom of Belgium, on the one hand, and
The Government of the Republic of Mali, on the other,

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944,² for the purpose of developing international co-operation in air transport,

For the purpose of establishing the necessary basis for operating scheduled air services

Have designated their plenipotentiaries, duly authorized thereto, who have agreed as follows:

Article 1. DEFINITIONS

1. For the purposes of this Agreement and its Annex:

(a) The term "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 Convention under articles 90 and 94 thereof in so far as those annexes and amendments apply to both Contracting Parties;

(b) The term "aeronautical authorities" means, in the case of the Kingdom of Belgium, the Ministry of Communication (Office of Civil Aviation) and, in the case of the Republic of Mali, the Ministry of Civil Aviation (National Office of Civil Aviation) or, in both cases, any person or body authorized to perform the functions at present exercised by the said authorities;

(c) The term "designated airline" means an airline that one Contracting Party has designated, in accordance with article 6 of this Agreement, for the operation of the agreed air services;

(d) 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;

(e) The term "tariff" means the prices to be paid for the carriage of passengers, luggage and cargo, and the conditions under which those prices apply, including commissions and other supplementary payments for the issuance or sale of tickets but excluding remuneration and conditions for the carriage of mail.

2. The Annex to this Agreement is an integral part of the Agreement. Any reference to the Agreement applies equally to the Annex, unless there is an express provision to the contrary.

¹ Came into force provisionally on 9 May 1985, the date of signature and definitively on 26 January 1987, the date on which the Contracting Parties notified each other (on 23 January 1986 and 26 January 1987) of the completion of the required constitutional formalities, in accordance with article 22.

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.

Article 2. GRANTING OF RIGHTS

1. Each Contracting Party grants the other Contracting Party the rights specified in this Agreement for the purpose of operating air services on the routes specified in the schedules appearing in the Annex. These services and routes are hereinafter referred to as “the agreed services” and “the specified routes”.

2. Subject to the provisions of this Agreement, the airlines designated by each Contracting Party shall, while operating international air services, enjoy the following privileges:

- (a) To fly across the territory of the other Contracting Party without landing;
- (b) To make stops in the said territory for non-traffic purposes;
- (c) To take on and put down in the said territory at the points specified in the Annex to this Agreement, passengers, luggage, cargo and mail destined for, or originating at, points in the territory of the other Contracting Party;
- (d) To take on and put down in the territory of a third country, at the points specified in the Annex to this Agreement, passengers, luggage, cargo and mail destined for, or originating at the points specified in the Annex to this Agreement in the territory of the other Contracting Party.

3. Nothing in this article shall confer on the designated airline of one Contracting Party the right to take on in the territory of the other Contracting Party, for remuneration, passengers, luggage, cargo or mail destined for another point in the territory of that other Contracting Party.

4. If, as a result of an armed conflict, political unrest or special and unusual circumstances, the designated airline of one Contracting Party is unable to operate a service on its normal routes, the other Contracting Party shall endeavour to facilitate the continued operation of that service by restoring these routes in an appropriate manner, *inter alia*, by granting the necessary rights to facilitate a viable operation during that period.

Article 3. EXERCISE OF RIGHTS

1. The designated airlines shall enjoy fair and equal opportunities to operate the agreed services between the territories of the Contracting Parties.

2. The designated airline of each Contracting Party shall take into consideration the interests of the designated airline of the other Contracting Party, so as not to affect unduly the agreed services of that other airline.

3. The agreed services shall have as their primary objective the provision of a capacity adequate to satisfy the demand for traffic between the territory of the Contracting Party that designated the airline and the points served on the specified routes.

4. The right of each of the designated airlines to engage in international carriage between the territory of the other Contracting Party and the territory of a third country shall be exercised in accordance with the general principles of normal development affirmed by the two Contracting Parties and provided that capacity shall be related to:

- (a) Traffic requirements from and to the territory of the Contracting Party which has designated the airline;
- (b) Traffic requirements of the areas through which the airline passes after taking account of local and regional services;
- (c) Need for economy of operation of the agreed services.

5. Neither Contracting Party shall have the right unilaterally to restrict the operation of the designated airline of the other Contracting Party, except under the provisions of this Agreement or under uniform conditions as provided for by the Convention.

Article 4. APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party governing the entry into and departure from its territory of aircraft engaged in international air navigation, or flights of such aircraft over its territory, shall apply to the aircraft of the airline designated by the other Contracting Party.

2. The laws and regulations of one Contracting Party governing the entry into, stay in and departure from its territory of passengers, crew, luggage, cargo or mail—such as those relating to entry, departure, emigration and immigration formalities, customs and health regulations—shall apply to the passengers, crew, luggage, cargo or mail carried by the aircraft of the designated airline of the other Contracting Party while in that territory.

3. Neither Contracting Party shall have the right to give preference to its own airline over the designated airline of the other Contracting Party in the application of the laws and regulations referred to in this article.

Article 5. AVIATION SECURITY

The Contracting Parties agree to provide maximum aid to each other with a view to preventing hijackings and sabotage to aircraft, airports and air navigation facilities and threats to aviation security. They shall have regard to the security provisions established by the International Civil Aviation Organization. If incidents or threats of hijacking or sabotage against aircraft, airports or air navigation facilities occur, the Contracting Parties shall assist each other by facilitating the communication of measures designed to terminate such incidents or threats rapidly and safely. Each Contracting Party shall give favourable consideration to any request from the other Contracting Party for the adoption of special security measures for its aircraft or passengers to meet a particular threat.

Article 6. DESIGNATION AND OPERATING AUTHORITY

1. Each Contracting Party shall have the right to designate an airline to operate the agreed services. The aeronautical authorities of the two Contracting Parties shall notify one another in writing, when an airline has been designated.

2. Subject to the provisions of paragraphs 3 and 4 of this article, the aeronautical authorities receiving such notification shall, without delay, grant the airline designated by the other Contracting Party the necessary 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 fulfils the conditions laid down in the laws and regulations normally applied by the said authorities to the operation of international air services in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to withhold the operating authorizations referred to in paragraph 2 of this article or to impose such conditions as it may deem necessary for the exercise of the rights specified in article 2 of this Agreement, if 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. On receipt of the operating authorization referred to in paragraph 2 of this article, the designated airline may operate any agreed service at any time, provided that a tariff established in accordance with the provisions of article 14 of this Agreement is in effect.

Article 7. REVOCATION AND SUSPENSION OF OPERATING AUTHORIZATION

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 the airline designated by the other Contracting Party, or to impose such condition it may deem necessary on the exercise of these rights, if:

- (a) 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 if:
- (b) The airline has not observed or has seriously violated the laws and regulations of the Contracting Party granting these rights; or if:
- (c) The airline does not operate the agreed services on the conditions prescribed by this Agreement.

2. Such right shall be exercised only after consultation with the other Contracting Party, unless immediate revocation, suspension or imposition of the conditions provided for in paragraph 1 above, is essential to prevent further infringements of the laws and regulations.

3. Adoption by one of the Contracting Parties of measures in accordance with the provisions of this article shall not affect the rights granted under article 18 to the other Contracting Party.

Article 8. RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of air worthiness, certificates of competency and licences issued or validated by one Contracting Party shall be recognized as valid by the other Contracting Party during their period of validity.

2. However, each Contracting Party reserves the right to refuse to recognize as valid for the purpose of flight over its own territory certificates of competency and licences issued to its own nationals or validated by the other Contracting Party or any other State.

Article 9. EXEMPTION FROM DUTIES AND TAXES

1. Aircraft operated on international services by the designated airline of one Contracting Party, together with their regular equipment, supplies of fuel and lubricants and aircraft stores, including food, beverages and tobacco, shall be exempt, on arriving in the territory of the other Contracting Party, from all duties or taxes, provided that such equipment, supplies and provisions remain on board the aircraft until they are re-exported.

2. The following shall also be exempted from said duties or taxes, with the exception of charges for services rendered:

- (a) Aircraft stores taken on in the territory of one Contracting Party and intended for on-board consumption on aircraft used on international service by the designated airline of the other Contracting Party;
- (b) Spare parts and regular airborne equipment imported into the territory of one Contracting Party for the maintenance or repair of aircraft used on international service;

(c) Fuel and lubricants intended for use in aircraft used on international services by the designated airline of one Contracting Party, even when these supplies are to be consumed on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

3. The regular airborne equipment, as well as the materials and supplies carried on board the aircraft used by the designated airline of one 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 such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

4. The exemptions provided for in this article shall also apply when the designated airline of one Contracting Party has concluded arrangements with one or more airlines on the leasing or transfer, in the territory of the other Contracting Party, of the articles specified in paragraphs 1 and 2 of this article, provided that said airline or airlines also be given such exemptions by that other Contracting Party.

Article 10. DIRECT TRANSIT

Passengers, luggage and cargo in direct transit through the territory of a Contracting Party and remaining in the area of the airport set aside for transit traffic shall be subject only to a very simple inspection. Luggage and cargo in direct transit shall be exempt from taxes and charges including customs duties.

Article 11. USAGE FEES

1. Each Contracting Party shall endeavour to see that the usage fees imposed or which may be imposed by its competent authorities on the designated airline of the other Contracting Party are fair and reasonable. These fees shall be based on sound economic principles.

2. The fees paid for use of airports and air navigation services and facilities offered by one Contracting Party to the designated airline of the other Contracting Party shall not be higher than those imposed upon its national aircraft engaged in similar scheduled international services.

Article 12. COMMERCIAL ACTIVITY

1. The designated airline of one Contracting Party shall have the right to maintain adequate representation in the territory of the other Contracting Party. This representation may include commercial, operational and technical staff who may be transferred or locally engaged.

2. The principle of reciprocity shall apply to commercial activity. The competent authorities of each Contracting Party shall provide the support necessary for the smooth operation of the representation of the designated airline of the other Contracting Party.

3. In particular, each Contracting Party shall grant to the designated airline of the other Contracting Party the right to sell directly and at the discretion of the airline, through its agents, air tickets in its territory. Each airline shall have the right to sell such travel tickets, and anyone shall be free to buy these tickets in the currency of that territory or in the freely convertible currency of other countries.

Article 13. CONVERSION AND TRANSFER OF EARNINGS

Each designated airline shall have the right to convert and freely transfer to its country the excess of receipts over local expenditure in respect of the carriage of passengers, luggage, cargo and mail.

Such transfers shall be effected on the basis of the foreign exchange market rate in effect for current payments on the day that the designated airline of the other Contracting Party asks for the transfer to be made.

If payments between the Contracting Parties are governed by a special agreement, this agreement shall apply.

Article 14. TARIFFS

1. The tariffs to be charged by each designated airline for carriage from or to the territory of the other Contracting Party shall be established at reasonable levels, having regard to all relevant factors, including cost of operation, reasonable profit, characteristics of each service and the tariffs of other airlines.

2. The tariffs referred to in paragraph 1 of this article shall, if possible, be agreed by the designated airlines of both Contracting Parties, after consultation with the other airlines operating over the whole or part of the route. Such agreement shall, wherever possible, be reached by use of the tariff setting procedure established by the international organization responsible for making proposals in this regard.

3. The tariffs so established shall be submitted for approval to the aeronautical authorities of the other Contracting Party at least 60 days before the proposed date of their introduction. In special cases, this period may be reduced subject to the agreement of the said authorities. If neither of the aeronautical authorities has given notice of dissatisfaction within 30 days after submission, these tariffs shall be deemed to have been approved.

4. If the designated airlines cannot reach agreement or if the tariffs are not approved by the aeronautical authorities of one Contracting Party, the aeronautical authorities of the two Contracting Parties shall endeavour to determine the tariff by mutual agreement. These negotiations shall begin within 30 days after it has been clearly established that the designated airlines cannot reach agreement or after the aeronautical authorities of one Contracting Party have notified the aeronautical authorities of the other Contracting Party that they are dissatisfied with the tariffs.

5. If no agreement is reached, the dispute shall be submitted to the procedure provided for in article 18 below.

6. The tariffs already established shall remain in effect until new tariffs are determined in accordance with the provisions of this article or of article 18 of this Agreement, but no longer than 12 months from the date on which the aeronautical authorities of one Contracting Party expressed their dissatisfaction.

7. The aeronautical authorities of each Contracting Party shall endeavour to ensure that the designated airlines adhere to the set tariffs filed with the aeronautical authorities of the Contracting Parties, and that no airline makes any illegal reduction of those tariffs by any means whatsoever, whether direct or indirect.

Article 15. APPROVAL OF SCHEDULES

1. The designated airline of each Contracting Party shall submit the schedule of flights (indicating the type of aircraft to be used) to the aeronautical authorities of the

other Contracting Party for approval, no later than thirty (30) days prior to introducing the services on the specified routes. These provisions shall also apply to later changes. In specific cases, this time period may be shortened with the agreement of the said authorities.

2. The designated airline of one Contracting Party must request authorization from the aeronautical authorities of the other Contracting Party for supplementary flights it wishes to make over the agreed routes in addition to the approved schedule. As a general rule, such request shall be made at least three business days prior to the start of the flight.

Article 16. STATISTICS

The aeronautical authorities of the two Contracting Parties shall provide each other, upon request, with periodic statistics or other similar information regarding traffic on the agreed service.

Article 17. CONSULTATIONS

Either Contracting Party may at any time request consultations concerning any problem relating to this Agreement. Such consultations shall begin no later than sixty (60) days after the date of receipt of the request by the other Contracting Party, unless the Contracting Parties agree otherwise.

Article 18. SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this 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 60 days from the date of receipt by either Contracting Party from the other of a notice through the diplomatic channel requesting arbitration of the dispute, and the third arbitrator shall be appointed within a further period of 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, depending on the case. In such a 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 19. AMENDMENTS

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it shall request consultations in accordance with article 17 of this Agreement. These consultations may be in writing. Such modification, if agreed between the Contracting Parties, shall be applied provisionally from the day of signature and shall come into effect when confirmed by an exchange of notes through the diplomatic channel.

2. Amendments to the Annex to this Agreement may be agreed directly between the aeronautical authorities of the Contracting Parties. They shall be provisionally applied from the day they are agreed and shall come into effect when confirmed by an exchange of diplomatic notes.

3. In the event of the conclusion of a general multilateral convention on air transport which would be binding on each of the Contracting Parties, this Agreement shall be amended so as to conform to the provisions of that convention.

Article 20. REGISTRATION WITH ICAO

This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

Article 21. TERMINATION

1. 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.

2. The Agreement shall terminate at the end of a schedule period, 12 months after the date of receipt of the notification, unless the notice is withdrawn by mutual agreement before the end of that period.

3. In the absence of acknowledgement of receipt by the other Contracting Party notice shall be deemed to have been received 14 days after the receipt of the notice by the International Civil Aviation Organization.

Article 22. ENTRY INTO FORCE

This Agreement shall be applied provisionally with effect from the date of signature; it shall enter into force when the Contracting Parties notify each other that they have completed the formalities required under their respective Constitutions for the conclusion and entry into force of international agreements.

IN WITNESS WHEREOF, the plenipotentiaries of the two Contracting Parties have signed this Agreement.

DONE at Brussels, on 9 May 1985, in duplicate in the French language.

For the Government
of the Kingdom of Belgium:

L. TINDEMANS

For the Government
of the Republic of Mali:

N. TRAORE

ANNEX

ROUTE SCHEDULE

1. Routes over which air services may be operated by the designated airline of the Kingdom of Belgium.

<i>Departure points</i>	<i>Intermediate points</i>	<i>Points in Mali</i>	<i>Points beyond</i>
Points in Belgium	Dakar + (1)	Points in Mali	(1)

2. Routes over which air services may be operated by the designated airline of the Republic of Mali.

<i>Departure points</i>	<i>Intermediate points</i>	<i>Points in Belgium</i>	<i>Points beyond</i>
Points in Mali	(1)	Points in Belgium	(1)

(1) Points to be identified subsequently by the Contracting Party concerned to the other Contracting Party.

NOTE. The designated airline of either Contracting Party may on any or all flights omit calling at one or more of the points specified, serve intermediate points as points beyond and vice versa or serve the points in a different order.