

No. 25455

**BELGO-LUXEMBOURG ECONOMIC UNION
and
MALI**

Maritime Agreement. Signed at Bamako on 7 August 1984

Authentic texts: French and Dutch.

Registered by the Belgo-Luxembourg Economic Union on 6 November 1987.

**UNION ÉCONOMIQUE BELGO-LUXEMBOURGEOISE
et
MALI**

Accord maritime. Signé à Bamako le 7 août 1984

Textes authentiques : français et néerlandais.

*Enregistré par l'Union économique belgo-luxembourgeoise le 6 novembre
1987.*

[TRANSLATION — TRADUCTION]

MARITIME AGREEMENT¹ BETWEEN THE REPUBLIC OF MALI
AND THE BELGO-LUXEMBOURG ECONOMIC UNION

The Government of the Republic of Mali on the one hand, and

The Government of the Kingdom of Belgium, on its own behalf and on behalf of the Government of the Grand Duchy of Luxembourg, pursuant to existing agreements, on the other,

Desiring to ensure the harmonious development of maritime exchanges between the Republic of Mali and the Belgo-Luxembourg Economic Union (BLEU),

Desiring to contribute to the development of trade between the two Contracting Parties,

In accordance with the principles of equality and mutual advantage,

Have agreed as follows:

Article 1. This Agreement shall apply to the territories of the Republic of Mali, on the one hand, and of the Kingdom of Belgium and of the Grand Duchy of Luxembourg, on the other.

Article 2. For the purposes of this Agreement:

(a) The term “competent maritime authority” means the minister responsible for the merchant marine and the civil servants to whom all or part of his responsibilities are delegated;

(b) The term “ship of a Contracting Party” means any merchant vessel registered in the territory of that Party and flying its flag, in accordance with its laws.

This term shall not, however, include:

1. Warships;
2. Any other ship while in the service of the armed forces;
3. Ships performing non-commercial activities, such as hospital ships and ships used for scientific research;
4. Fishing vessels;
5. Ships intended for coastal traffic between the ports of each Contracting Party and ships reserved for inland navigation;
6. Ships intended for maritime services at ports, roadsteads and beaches, including pilotage, towage, rescue and assistance at sea;

(c) The term “ship operated by the national maritime companies of a Contracting Party” means any ship of a Contracting Party as well as any ship or part thereof chartered by its national maritime companies, with the exception of the ship categories 1 to 6 enumerated under subparagraph (b);

(d) The term “national maritime company” means any maritime navigation company recognized as such by the competent maritime authority of each Contracting Party;

¹ Came into force on 26 June 1987, the date on which the Contracting Parties notified each other (on 21 April and 26 June 1987) of the completion of the required constitutional procedures, in accordance with article 23.

(e) The term “crew member” means the master and any person employed in the service of the ship, included in the crew list and in possession of a document giving him the title of mariner.

Article 3. The Contracting Parties shall co-operate in such a way as to remove all obstacles which might hinder the development of navigation between the ports used by the two Parties and shall refrain from any measure likely to limit the activities of their ships.

Article 4. 1. The Contracting Parties reaffirm their desire to co-operate in the field of maritime transport in the spirit of the Code of Conduct for Liner Conferences.¹

2. For the transport of goods traded between the two Parties by sea (liner trade), whatever the port of loading or unloading, the system to be applied by the Contracting Parties to the ships operated by their respective national maritime companies shall be based on a 40-40-20 distribution of cargo in terms of value and volume. In the event that the 20 per cent allotted to third countries is not transported by those countries, the remainder shall be divided equally in terms of freight and volume between the national maritime companies of the Republic of Mali and the national maritime companies of BLEU.

3. By mutual agreement, the Office National des Transports (ONT) of the Republic of Mali and the national maritime companies concerned of BLEU shall take the necessary measures to implement and monitor the regulations set forth in paragraph 2 of this article.

Article 5. In respect of the goods specified in article 4, the freight rates applicable to maritime traffic in both directions between the two Parties shall be negotiated and monitored in the case of the Republic of Mali by ONT and, in the case of BLEU, by the Parties concerned.

Article 6. Without prejudice to its international commitments, each Contracting Party shall enjoy the sovereign traffic rights to which it is entitled under this Agreement.

Article 7. Each Contracting Party shall accord to ships operated in its ports by the national maritime companies of the other Contracting Party the same treatment as it accords to ships operated by its own national maritime companies, in respect of the levying of port dues and charges, access to ports, freedom of entry, stay and departure and the use of the ports and all the facilities it provides for navigation and commercial operations to ships and their crews, passengers and cargoes. This provision refers in particular to the allocation of berths and loading and unloading facilities.

Article 8. The Contracting Parties shall, as part of their laws and port regulations, take the necessary measures to reduce, as far as possible, the length of stay in ports of the ships operated by their respective national maritime companies and to simplify the completion of administrative, customs and health formalities applicable in such ports.

¹ United Nations, *Treaty Series*, vol. 1334, p. 15.

As regards those formalities, the treatment accorded in a national port of either Contracting Party to any ship operated by a national maritime company of the other Party shall be the same as that reserved for ships operated by the national maritime companies of the first Party.

Article 9. Nuclear powered ships or ships carrying nuclear substances or other dangerous and noxious substances or materials and flying the flag of either of the Contracting States shall take appropriate measures to prevent, reduce or control pollution of the territorial sea and the exclusive economic zone of the Parties and shall, to this end, observe the rules, norms, practices and procedures established by international conventions.

Article 10. 1. The ships of each Contracting Party shall refrain from any action which might adversely affect the peace, order or security of the State, and any other activity not directly related to their commercial purpose.

2. Where, for reasons of national security, shipping is temporarily suspended in specified areas of the territorial sea of one of the Contracting Parties, the ships of their respective fleets shall not be the subject of any discrimination.

Article 11. Each Contracting Party shall recognize the seafarers identity documents issued by the competent authorities of the other Party.

Those identity documents shall be:

- (a) In the case of the Republic of Mali
— “Le livret du marin” (seafarer’s book);
- (b) In the case of the Kingdom of Belgium and the Grand Duchy of Luxembourg
— the “Zeemansboek” (seafarer’s book).

Article 12. The crew members of the ship of a Contracting Party may disembark and stay in the area of the port of call and in the neighbouring districts as soon as the crew list has been submitted to the competent authorities in accordance with the regulations in force at the port.

When they disembark and re-embark, such persons must satisfy the statutory controls.

Article 13. 1. Persons holding the identity documents mentioned in article 11 shall, regardless of the means of transport used, be entitled:

- (a) After being paid off, to go directly to a country where admission is guaranteed, as long as travel costs are met;
- (b) To enter the territory of a Contracting Party with a view to signing on a specific ship in a specific port of that country;
- (c) To pass through the territory of a Contracting Party either with a view to signing on a specific ship in a specific port, or with a view to transferring from a ship putting into port to another ship in the port of the Contracting Party or in a foreign port.

2. In all the cases referred to in paragraph 1, the identity documents must bear the visa of the other Contracting Party. This visa shall be issued as quickly as possible.

3. If a crew member holding the identity documents referred to in paragraph 1 is put ashore in a port of the other Contracting Party for health or service reasons or

for other reasons recognized as valid by the competent authorities, the said authorities shall provide the necessary permits for the person concerned to remain in their territory, in case of hospitalization, or to return to his country of origin or proceed to another port of embarkation, by any means of transport.

4. For the same purposes as those listed in paragraph 1 above, persons holding the identity documents referred to in Article 11 who are not nationals of one of the Contracting Parties shall be granted the entry or transit visas required for the territory of the other Contracting Party, on condition that readmission to the territory of the Contracting Party which issued the identity documents is guaranteed.

Article 14. 1. Without prejudice to the provisions of Articles 11 to 13, the provisions in force in the territory of the Contracting Parties concerning the entry, residence and departure of aliens shall remain applicable.

2. The Contracting Parties reserve the right to refuse admission to their respective territories to persons holding the aforesaid seafarers identity documents, whom they regard as undesirable.

Article 15. When, because of illness or accident, a crew member of a ship of one of the Contracting Parties which is in the territorial or inland waters of the other Party needs medical, pharmaceutical or hospital assistance dispensed by the other Party in its territory, such assistance shall be provided, at the expense of his shipping line, under the same conditions as apply to national crew members.

Article 16. Each Contracting Party shall recognize the nationality of ships of the other Contracting Party on the basis of the documents on board those ships issued by the competent authorities of the other Contracting Party in accordance with its laws and regulations.

Article 17. Tonnage certificates and other ships documents issued or recognized by one of the Contracting Parties shall also be recognized by the other Party.

The ships of each Contracting Party provided with legally issued tonnage certificates shall be exempt from remeasurement in the ports of the other Party.

Article 18. 1. The judicial authorities of one Contracting Party may entertain civil proceedings concerning a contract of maritime service as a crew member of a ship of the other Contracting Party only with the consent of the competent diplomatic or consular official of the ship's flag State.

2. If a crew member of a ship of a Contracting Party commits an offence on board the ship while it is in the territorial waters of the other Contracting Party, the authorities of the State where the ship is situated shall not institute legal proceedings against him without the consent of a competent diplomatic or consular official of the ship's flag State, unless:

- (a) The consequences of the offence affect the territory of the State where the ship is situated; or
- (b) The offence is such as to disturb public order or safety; or
- (c) The offence constitutes a serious crime under the law of the State where the ship is situated; or
- (d) The offence was committed against a person who is not a crew member; or
- (e) The institution of proceedings is necessary for suppressing traffic in narcotic drugs.

3. The provisions of paragraph 2 of this article shall not affect the rights of the competent authorities in all matters relating to the application of laws and regulations concerning the admission of aliens, customs, public health or other measures of control relating to the safety of ships and ports, the protection of human life and the security of cargoes.

Article 19. 1. If a ship of one Contracting Party is wrecked, runs aground or sustains any other damage near the coast of the other Party, the competent authorities of that Party shall:

- Inform the diplomatic or consular official of the flag State so he can assume his responsibilities;
- Extend to the crew members, passengers, ship and cargo the same protection and assistance as to a ship flying its own flag.

2. The cargo and provisions on board a ship which has been damaged shall be exempt from customs duties unless they are delivered for consumption or used on the spot.

Article 20. The profits accruing from the international operation of ships shall be taxable only in the territory of the Contracting Party where the headquarters of the management of the company owning or chartering such ships is located.

Article 21. Each Contracting Party shall accord the maritime shipping companies of the other Contracting Party the right either to use the revenue and other receipts realized in the territory of the first Contracting Party and resulting from maritime transport to make payments there or to transfer freely such revenues and receipts abroad.

Article 22. A Maritime Technical Committee, composed of representatives appointed by the Governments concerned, shall meet at the request of either of the Contracting Parties to consider any questions which may arise from the implementation or interpretation of this Agreement.

This Committee shall be empowered to submit to the Contracting Parties any recommendations it considers useful.

Article 23. This Agreement shall enter into force when the Contracting Parties have notified each other through the diplomatic channel of the completion of the required constitutional procedures.

This Agreement is concluded for a period of five years. It shall be renewable automatically for periods of one year, unless denounced through the diplomatic channel by one of the Contracting Parties on six months' notice.

IN WITNESS WHEREOF the undersigned, being duly authorized for this purpose, have signed this Agreement.

DONE at Bamako, on 7 August 1984, in duplicate in the French and Dutch languages, both texts being equally authentic.

For the Republic
of Mali:

[Signed]

M. HAIDARA

For the Belgo-Luxembourg
Economic Union:

[Signed]

A. RENS