

No. 5657

**PORTUGAL
and
MOROCCO**

**Air Transport Agreement (with annex). Signed at Rabat,
on 3 April 1958**

Official text: French.

Registered by the International Civil Aviation Organization on 27 March 1961.

**PORTUGAL
et
MAROC**

**Accord (avec annexe) relatif au transport aérien. Signé
à Rabat, le 3 avril 1958**

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 27 mars 1961.

[TRANSLATION — TRADUCTION]

No. 5657. AIR TRANSPORT AGREEMENT¹ BETWEEN
PORTUGAL AND THE KINGDOM OF MOROCCO.
SIGNED AT RABAT, ON 3 APRIL 1958

The Government of Portugal
and

the Government of the Kingdom of Morocco,

Desiring to promote the development of air transport between Portugal and Morocco and to further international co-operation in this field to the fullest possible extent;

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 hereinafter referred to as the Convention;

Have for this purpose appointed as their plenipotentiaries :

The Government of Portugal :

Mr. Fernando Mario de Oliveira, Embassy Counsellor;

The Government of the Kingdom of Morocco :

Mr. Mohamed Jaidi, Chief of the Executive Office of the Minister for Foreign Affairs,

Who, having exchanged their full powers, found in good and due form,

Have agreed as follows :

TITLE I

GENERAL PROVISIONS

Article 1

The Contracting Parties grant each other the rights specified in this Agreement for the purpose of establishing international civil air links which serve or traverse their respective territories.

Article 2

For the purposes of this Agreement, except as otherwise provided in the text :

¹ Applied provisionally as from 3 April 1958, the date of signature, in accordance with article 21.

² See footnote 2, p. 56 of this volume.

- (a) The expression "aeronautical authorities" means :
- in the case of Portugal,
the "Directorate-General of Civil Aviation" or any person or body authorized to perform the functions at present exercised by the Directorate-General of Civil Aviation;
 - in the case of Morocco,
the Ministry of Public Works (Air Division) or any person or body authorized to perform the functions at present exercised by the Ministry of Public Works (Air Division);
- (b) The expression "designated airline" means an airline which the aeronautical authorities of one Contracting Party have notified in writing to the aeronautical authorities of the other Contracting Party as being the airline designated by that Party, subject to the provisions of article 13 of this Agreement, to operate on the routes mentioned in the said notification;
- (c) The term "territory" has the meaning assigned to it in article 2 of the Convention;
- (d) The definitions given in article 96, paragraphs (a), (b) and (d), of the Convention apply to this Agreement.

Article 3

In order to prevent any discriminatory practices and to ensure complete equality of treatment :

- (a) Each Contracting Party may impose or permit to be imposed fair and reasonable charges for the use of airports and other facilities. Each Contracting Party also agrees that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.
- (b) Aircraft employed by the designated airlines of one Contracting Party and fuel, lubricating oils, spare parts, aircraft equipment, stores and general supplies intended solely for use by the aircraft and imported and re-exported therewith shall under the conditions laid down in the customs regulations of the other Contracting Party be exempt in its territory from customs duties and other charges levied in connexion with the importation, exportation and transit of goods.
- (c) Fuel, lubricating oils, spare parts, regular equipment and aircraft stores intended for use by the aircraft referred to in paragraph (a) above shall under the conditions laid down in the customs regulations of the other Contracting Party be exempt, on entry into or departure from its territory, from customs duties and other charges levied in connexion with the

importation, exportation or transit of goods, from inspection fees and from other similar charges with the exception, however, of charges levied as consideration for extraordinary services.

- (d) Fuel and lubricating oils taken on board aircraft employed by the designated airlines of one Contracting Party in the territory of the other Contracting Party and re-exported shall remain exempt, under the conditions laid down in the customs regulations of the latter Contracting Party, from customs duties and other duties and charges levied in connexion with the importation, exportation or transit of goods, and from consumption taxes.
- (e) The exemptions provided for in paragraphs (b) and (d) above for consumable goods (fuel, lubricating oils and aircraft stores) shall likewise apply to goods consumed above the territories of the two Contracting Parties.

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 operating the air services governed by this Agreement.

Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licences issued to its own nationals by the other Contracting Party or by another State.

Article 5

(a) The laws and regulations of each Contracting Party relating to the entry into and departure from its territory of aircraft engaged in international navigation or to the operation and navigation of such aircraft while within its territory shall apply to aircraft of the airline or airlines of the other Contracting Party.

(b) Passengers, crews and consignors of cargo shall be required to comply, either in person or through a third person acting in their name and on their behalf, with the laws and regulations governing, in the territory of each Contracting Party, the entry, stay and departure of passengers, crews or cargo, such as those relating to entry, clearance formalities, immigration, passports, customs and quarantine.

Article 6

Each Contracting Party reserves the right to withhold an operating permit from an airline designated by the other Contracting Party or to revoke such

a permit on sufficient grounds whenever it considers that it has no proof that substantial ownership and effective control of such airline are vested in the other Contracting Party or in nationals thereof, or in case of failure by such airline to comply with the laws and regulations referred to in article 5, or to fulfil its obligations under this Agreement.

Article 7

Either Contracting Party may at any time request a consultation between the competent aeronautical authorities of the two Contracting Parties with a view to the interpretation, application or modification of this Agreement.

Such consultation shall begin not later than sixty days after the date of receipt of the request by the other Contracting Party.

Any agreed modification of this Agreement shall become effective when it has been confirmed by an exchange of notes through the diplomatic channel.

Article 8

Either Contracting Party may at any time give the other Contracting Party notice of its desire to denounce this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organization. The denunciation shall take effect six months after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement before the expiry of that period. If the Contracting Party receiving such notice fails to acknowledge receipt thereof, notice shall be deemed to have been received fifteen (15) days after receipt thereof at the headquarters of the International Civil Aviation Organization.

Article 9

(a) 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 7 shall, at the request of either Contracting Party, be referred to an arbitral tribunal.

(b) Such arbitral tribunal shall consist of three members. Each of the two Contracting Parties shall appoint one arbitrator. The Contracting Parties shall agree upon the appointment of a national of a third State as Chairman.

If the arbitrators have not been appointed within two months, and if the Chairman has not been chosen within three months, after the date on which one of the Contracting Parties gave notice of its intention to refer the dispute