

No. 7272

**CZECHOSLOVAKIA
and
MOROCCO**

**Air Transport Agreement (with annex). Signed at Rabat,
on 8 May 1961**

Official text: French.

Registered by the International Civil Aviation Organization on 8 June 1964.

**TCHÉCOSLOVAQUIE
et
MAROC**

**Accord relatif au transport aérien (avec annexe). Signé à
Rabat, le 8 mai 1961**

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 8 juin 1964.

[TRANSLATION — TRADUCTION]

No. 7272. AIR TRANSPORT AGREEMENT¹ BETWEEN THE
CZECHOSLOVAK SOCIALIST REPUBLIC AND MOROCCO.
SIGNED AT RABAT, ON 8 MAY 1961

The Government of the Czechoslovak Socialist Republic and the Government of His Majesty the King of Morocco ;

Being desirous of promoting air transport between the Czechoslovak Socialist Republic and Morocco, and of furthering as much as possible international co-operation in this field ;

Being desirous of applying 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 agreed as follows :

TITLE I

GENERAL PROVISIONS

Article 1

The Contracting Parties grant each other the rights specified in this Agreement for the purposes of establishing the international civil air services listed in the annex³ hereto.

Article 2

For the purposes of this Agreement and its annex :

(a) The term "territory" shall have the meaning assigned to it by article 2 of the Convention.

(b) The term "aeronautical authorities" means :

—In the case of Morocco, the Ministry of Public Works, Air Division ;

—In the case of the Czechoslovak Socialist Republic, the Ministry of Transport and Communications, Department of Civil Aviation.

¹ Came into force on 19 October 1962, one month after the date on which the two Contracting Parties notified each other that the requisite formalities had been complied with, in accordance with the provisions of article 21.

² See footnote 2, p. 30 of this volume.

³ See p. 291 of this volume.

(c) The term "designated airline" means an airline designated in writing by one of the Contracting Parties, in accordance with article 17, as being the airline authorized to operate the services agreed to within the scope of this Agreement.

(d) The terms "aircraft equipment", "stores" and "spare parts" shall have the meaning assigned to them by the definitions in annex 9 to the Convention.

Article 3

In order to prevent any discriminatory practices and to assure complete equality of treatment, the Contracting Parties agree that :

(a) The taxes or other fiscal charges and dues collected by either Contracting Party for the use of airports and other aeronautical installations in its territory by aircraft of the other Contracting Party shall not be higher than would be paid by its national aircraft of the same type engaged in similar international services.

(b) Subject to the observation of the regulations of the Contracting Party concerned :

(1) Aircraft employed by the designated airlines of one Contracting Party and brought into the territory of the other 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 be exempt in the latter territory from customs duties and other charges and taxes levied in connexion with the importation, exportation and transit of goods ;

(2) Fuel, lubricating oils, spare parts, regular equipment and stores intended for use by the aircraft referred to in paragraph (1) above shall, on entry into or departure from the territory of the other Contracting Party, be exempt from customs duties, inspection fees or other similar duties and charges ;

(3) Fuel and lubricating oils taken on board aircraft employed by the designated airlines of one Contracting Party in the territory of the other and re-exported shall remain exempt from customs duties, consumption taxes and other national duties and charges.

Article 4

Any airline designated by a Contracting Party may maintain its own essential technical and administrative personnel in the territory of the other Contracting Party. In cases where a designated airline elects not to maintain its own organization at the airports of the other Contracting Party, it shall, as far as possible, assign any necessary work to the personnel either of the airports or of a designated airline of the other Contracting Party.

Article 5

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 operation 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 or by any other State.

Article 6

(a) 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 and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline or airlines of the other Contracting Party.

(b) 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 quarantine.

Article 7

Each Contracting Party reserves the right to withhold an operating permit from an airline designated by the other Contracting Party, or to revoke such permit whenever, on sufficient grounds, 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 of that Party or in case of failure by that airline to comply with the rules and regulations referred to in article 6 or to perform its obligations under this Agreement.

Either Contracting Party shall exercise this right only after consultation as provided in article 9 below unless an immediate suspension of operations or the immediate application of restrictive conditions are necessary to prevent fresh infringements of its laws or regulations.

Article 8

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

Such consultation shall begin within thirty days from the request therefor.