

**No. 7286**

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**IVORY COAST  
and  
FRANCE**

**Air Transport Agreement (with annex). Signed at Abidjan,  
on 19 October 1962**

*Official text: French.*

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

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**CÔTE-D'IVOIRE  
et  
FRANCE**

**Accord (avec annexe) relatif au transport aérien. Signé  
à Abidjan, le 19 octobre 1962**

*Texte officiel français.*

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

[TRANSLATION — TRADUCTION]

No. 7286. AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE  
REPUBLIC OF THE IVORY COAST AND THE FRENCH  
REPUBLIC. SIGNED AT ABIDJAN, ON 19 OCTOBER 1962

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The Government of the Republic of the Ivory Coast and the Government of the French Republic,

Desiring to promote the development of air transport between the Ivory Coast and France 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 ;<sup>2</sup>

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.<sup>3</sup>

*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 authorities" means :

—In the case of the Republic of the Ivory Coast, the minister responsible for air transport ;

—In the case of the French Republic, the Office of the Secretary-General for Civil Aviation ;

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<sup>1</sup> Came into force on 19 October 1962, the date of signature, in accordance with article 19.

<sup>2</sup> See footnote 2, p. 4 of this volume.

<sup>3</sup> See p. 333 of this volume.

or, in either case, any other person or body authorized to perform the functions for which the said authority is at present responsible.

### *Article 3*

(1) Aircraft employed in international service by the designated airlines 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 :

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

### *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 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.

(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 measures.

*Article 6*

Subject to the provisions of article 13, 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 its nationals, or in the event 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 consultation between the competent authorities of the two Contracting Parties concerning the interpretation, application or modification of this Agreement.

Such consultation shall begin within thirty (30) days from the date of the request therefor.

Such modifications of this Agreement as are decided upon shall enter into force after they have been confirmed by an exchange of diplomatic notes.

*Article 8*

Each 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