

No. 7293

**IVORY COAST
and
GUINEA**

**Air Transport Agreement (with annex). Signed at Abidjan,
on 26 June 1963**

Official text: French.

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

**CÔTE-D'IVOIRE
et
GUINÉE**

**Accord (avec annexe) relatif au transport aérien. Signé à
Abidjan, le 26 juin 1963**

Texte officiel français.

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

[TRANSLATION — TRADUCTION]

No. 7293. AIR TRANSPORT AGREEMENT¹ BETWEEN THE
REPUBLIC OF THE IVORY COAST AND THE REPUBLIC
OF GUINEA. SIGNED AT ABIDJAN, ON 26 JUNE
1963

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

Desiring to promote the development of air services between the Republic
of the Ivory Coast and the Republic of Guinea 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
1944,²

Have agreed as follows :

TITLE I

GENERAL

Article 1

The Contracting Parties grant each other the rights specified in this Agree-
ment for the establishment of the international civil air services listed in the annex
hereto.

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 authority" means :

in the case of the Republic of the Ivory Coast, the Minister responsible
for air transport;

in the case of the Republic of Guinea, the Minister of Transport.

(3) The expression "designated airline" means the airline which the
aeronautical authorities of one Contracting Party have designated by name as
being the instrument chosen by them to operate the traffic rights provided in
this Agreement and which has been approved by the other Contracting Party in
accordance with the provisions of articles 10, 11 and 13 below.

¹ Applied provisionally from 26 June 1963, the date of signature, in accordance with the pro-
visions of article 19.

² See footnote 2, p. 5 of this volume.

Article 3

(1) Aircraft employed in international service by the designated airline 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 the designated airline of the other Contracting Party engaged in international navigation.
- (c) Fuels and lubricants intended for aircraft used in international traffic by the designated airline 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 or navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline 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.

Article 6

(1) 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.

(2) Such consultation shall begin within sixty (60) days from the date of the request therefor.

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

Article 7

Either 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 said notice shall be deemed to have been received fifteen (15) days after its receipt at the headquarters of the International Civil Aviation Organization.

Article 8

(1) 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 6 shall, at the request of either Contracting Party, be referred to an arbitral tribunal.

(2) Such arbitral tribunal shall consist of three members. Each of the two Governments shall appoint one arbitrator; these two arbitrators shall then agree upon the appointment of a national of a third State as chairman.

If the two arbitrators have not been appointed within two months from the date on which one of the two Governments proposed that the dispute should be settled by arbitration, or if the arbitrators fail to agree on the appointment of a chairman within a further period of one month, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointments.

(3) If the arbitral tribunal cannot arrive at an amicable settlement of the dispute, it shall take a decision by majority vote. Unless the Contracting Parties agree otherwise, the arbitral tribunal shall establish its own rules of procedure and determine its place of meeting.

(4) The Contracting Parties undertake to comply with any provisional measures ordered in the course of proceedings and with the arbitral award, which shall in every case be final.

(5) If and so long as either Contracting Party fails to comply with the arbitral awards, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default.

(6) Each Contracting Party shall pay the remuneration for the services of its own arbitrator and half the remuneration of the chairman appointed.

TITLE II

AGREED SERVICES

Article 9

The Government of the Republic of the Ivory Coast and the Government of the Republic of Guinea grant to each other the right to have the air services specified in the route schedule appearing in the annex to this Agreement operated by the airline designated by each of them. The said services shall hereinafter be referred to as "agreed services".

Article 10

Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline for the purpose of operating the agreed services on the specified routes.