

No. 7296

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**IVORY COAST  
and  
NETHERLANDS**

**Air Transport Agreement (with annex). Signed at Abidjan,  
on 9 October 1963**

*Official text: French.*

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

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**CÔTE-D'IVOIRE  
et  
PAYS-BAS**

**Accord (avec annexe) relatif au transport aérien. Signé à  
Abidjan, le 9 octobre 1963**

*Texte officiel français.*

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

[TRANSLATION — TRADUCTION]

No. 7296. AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE  
REPUBLIC OF THE IVORY COAST AND THE KING-  
DOM OF THE NETHERLANDS. SIGNED AT ABIDJAN,  
ON 9 OCTOBER 1963

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The Government of the Republic of the Ivory Coast and the Government of the Kingdom of the Netherlands,

Desiring to promote the development of air transport between the Republic of the Ivory Coast and the Kingdom of the Netherlands 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.

*Article 2*

For the purposes of this Agreement and the annex thereto :

(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 for Air Transport;

In the case of the Kingdom of the Netherlands, the Minister for Air Transport.

(3) The expression “ designated airline ” means the airline which the aeronautical authorities of one Contracting Party have explicitly designated as being the instrument chosen by them to operate the traffic rights specified in

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<sup>1</sup> Applied provisionally from 9 October 1963, the date of signature, in accordance with the provisions of article 19.

<sup>2</sup> See footnote 2, p. 5 of this volume.

this Agreement and which has been approved by the other Contracting Party in accordance with the provisions of articles 10, 11 and 13 below.

### *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 lubricant 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 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 a 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 use 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 shall 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 operation of the air routes specified in the annex hereto. 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 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 requirements under health regulations.

#### *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 and its annex.

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

(3) Such modifications of the present Agreement as are decided upon shall enter into force after they have been confirmed by an exchange of notes through the diplomatic channel. This exchange of notes may be preceded by ratification in accordance with the respective constitutional requirements of the Contracting Parties.

Such modifications of the annex as are decided upon shall enter into force as soon as they have been confirmed by an exchange of notes through the diplomatic channel.

#### *Article 7*

Either Contracting Party may at any time give notice to the other of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. The notice 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 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 upon 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 appointment.

(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, it 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 the 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 Kingdom of the Netherlands shall grant to each other the right to have