

No. 7299

**MALI
and
NIGER**

Air Transport Agreement (with annex and exchange of notes). Signed at Bamako, on 15 January 1964

Official text: French.

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

**MALI
et
NIGER**

Accord relatif au transport aérien (avec annexe et échange de notes). Signé à Bamako, le 15 janvier 1964

Texte officiel français.

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

[TRANSLATION — TRADUCTION]

No. 7299. AIR TRANSPORT AGREEMENT¹ BETWEEN THE
REPUBLIC OF MALI AND THE REPUBLIC OF THE
NIGER. SIGNED AT BAMAKO, ON 15 JANUARY 1964

The Government of the Republic of Mali and the Government of the Republic of the Niger,

Desiring to promote the development of air transport between Mali and the Niger 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 to represent them :

The Government of the Republic of Mali :

Mr. Mamadou Aw, Minister of Public Works;

The Government of the Republic of the Niger :

Mr. Mamoudou Maidah, Minister of Rural Economy,

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 to each other the rights specified in this Agreement for the purpose of establishing the international civil air links listed in the attached annex.

Article 2

For the purpose of this Agreement and its annex :

(1) The term " territory " shall be understood as it is defined in article 2 of the Convention.

¹ Applied from 15 January 1964, the date of signature, in accordance with the provisions of article 21.

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

(2) The expression “aeronautical authorities” means :

—In the case of Mali, the Ministry of Trade and Transport (Department of Civil and Commercial Aviation);

—In the case of the Niger, the Ministry of Public Works (Department of Civil Aviation).

(3) The expression “designated airline” means an airline which one of the Contracting Parties shall have designated in writing, in accordance with article 11, as being the airline authorized to operate the agreed services within the framework of this Agreement.

(4) The expressions “aircraft equipment”, “stores” and “spare parts” shall have the meanings assigned to them in annex 9 of the Convention.

Article 3

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

(a) The taxes or other fiscal duties and charges imposed by each Contracting Party for the use of airports and other aeronautical facilities in its territory by aircraft of the other Contracting Party shall not be higher than those payable by aircraft of the same type used in similar international services.

b) Subject to observance of the regulations of the Contracting Party concerned :

1. Aircraft employed in international service by the designated airlines of one Contracting Party, together with their normal equipment, reserves of lubricants and fuel, 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 that such equipment and stores remain on board the aircraft until re-exported.
2. The following shall likewise be exempt from the same duties and charges, excluding, however, fees or charges levied as consideration for services rendered :
 - (a) Stores, irrespective of origin, introduced into the country 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 aircraft 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

Any airline designated by a Contracting Party may maintain such technical and administrative personnel of its own as may be necessary at the airports and in the towns of the other Contracting Party where it intends to have its own agency. In so far as a designated airline decides not to have its own organization at the airports of the other Contracting Party, it shall, as far as possible, employ personnel of the airports or of an airline of the other Contracting Party to undertake whatever work is needed.

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 operating the air services specified in the attached annex. Nevertheless, each Contracting Party reserves the right to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences issued to its own nationals by the other Contracting Party or by another State.

Article 6

(1) The laws and regulations of each Contracting Party relating to the entry into and 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 apply to aircraft of the airline or airlines of the other Contracting Party.

(2) 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, crew or cargo, such as those relating to entry, clearance formalities, immigration, customs and sanitary measures.

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 a permit :

- (1) Whenever it considers, on sufficient grounds, 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;
- (2) Whenever such airline does not comply with the laws and regulations referred to in article 6, or does not fulfil its obligations under this Agreement;
- (3) This right shall be exercised by either Contracting Party only after consultation as provided for in article 8 below, unless the immediate cessation of operations or the immediate application of restrictive conditions is necessary in order to prevent further infringements of the laws and regulations.

Article 8

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

Such consultation shall begin within thirty days from the date of receipt of the request.

Such amendments to this Agreement as are decided upon shall enter into force after they have been confirmed by an exchange of notes through the diplomatic channel.

Article 9

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organization. The termination 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 end of that period. If the Contracting Party receiving such notice fails to acknowledge receipt thereof, the said notice shall be deemed to have been received fifteen days after its receipt at the headquarters of the International Civil Aviation Organization.

Article 10

(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 article 8 shall, at the request of either Contracting Party, be referred to an arbitral tribunal.