

**No. 7565**

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**SENEGAL  
and  
MALI**

**Air Transport Agreement (with annex). Signed at Dakar,  
on 7 February 1963**

*Official text: French.*

*Registered by the International Civil Aviation Organization on 3 February 1965.*

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**SÉNÉGAL  
et  
MALI**

**Accord (avec annexe) relatif au transport aérien. Signé à  
Dakar, le 7 février 1963**

*Texte officiel français.*

*Enregistré par l'Organisation de l'aviation civile internationale le 3 février 1965.*

[TRANSLATION — TRADUCTION]

No. 7565. AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE  
REPUBLIC OF SENEGAL AND THE REPUBLIC OF MALI.  
SIGNED AT DAKAR, ON 7 FEBRUARY 1963

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

Desiring to promote the development of air transport between Senegal and Mali 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<sup>3</sup> hereto.

*Article 2*

For the purposes of this Agreement and its annex :

1. The term "territory" shall be understood as it is defined in article 2 of the Convention on International Civil Aviation.
2. The term "aeronautical authorities" means,
  - In the case of Senegal, the Minister of Public Works and Transport,
  - In the case of Mali, the Minister of Transport (Directorate of Civil and Commercial Aviation),

or, in both cases, any person or body authorized to perform the functions exercised at present by them.

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<sup>1</sup> Came into force on 7 February 1963, upon signature, in accordance with article 21.

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

<sup>3</sup> See p. 59 of this Volume.

3. The term "designated airline" means the airline which the aeronautical authorities of one Contracting Party shall have designated as the enterprise chosen by them for the operation of the traffic rights specified in this Agreement and which shall have been accepted by the other Contracting Party in conformity with the provisions of this Agreement.

### *Article 3*

1. Aircraft employed in international service by the designated airline of one Contracting Party, as well as their regular equipment, reserves of fuel and lubricating oils, and aircraft stores (including food, beverages and tobacco) shall be exempt, on arriving in the territory of the other Contracting Party, from all customs duties, inspection fees and other similar duties and charges, provided such equipment and supplies 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, taken up in the territory of one Contracting Party within the limits fixed 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) Fuel and lubricating oils intended for aircraft employed 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 on board.

3. Regular equipment, materials 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.

4. Equipment imported by the designated airline of one Contracting Party to be used within the limits of an international airport of the other Contracting Party with a view to the inauguration or operation of the international air services provided by the said airline shall be exempt from all customs duties, inspection fees and other similar duties and charges, provided that such equipment remains within the limits of the said airport.

The equipment exempt within the meaning of this article consists exclusively of equipment for use in the repair, maintenance and servicing of aircraft and passenger- and cargo-handling equipment, as described in annex 9 to the Convention on International Civil Aviation.

#### *Article 4*

The airline designated by one Contracting Party may maintain at the airport or airports and in the city or cities of the other Contracting Party such technical, administrative and commercial staff as that airline may deem necessary as its representatives, subject to compliance by such staff with the laws and regulations in force in the State concerned.

If the designated airline does not wish to have its own organization at the airport or airports of the other Contracting Party, it shall, so far as possible, engage the services of the staff of the airport or airports or the staff of the designated airline of the other Contracting Party to manage its affairs in the territory of that Party.

#### *Article 5*

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one of the Contracting Parties and still valid shall be recognized as valid by the other Contracting Party for the purpose of operating 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 6*

1. The laws and regulations of each Contracting Party relating to the admission to 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 the aircraft of the airline of the other Contracting Party.

2. Passengers, crews and shippers of goods shall be required to comply, either personally or through a third party acting in their name and on their behalf, 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 a designated airline of the other Contracting Party or to revoke such a permit whenever it considers on sufficient grounds that it has no proof that substantial ownership and effective control of that airline are vested in the other Contracting Party or its nationals or in case of failure by that airline to comply with the laws and regulations referred to in article 6 or to fulfil its obligations under this Agreement.

*Article 8*

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.

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

*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 simultaneously communicated to the International Civil Aviation Organization.

The Agreement shall terminate one year after the date of receipt of the notice by the other Contracting Party unless the notice is withdrawn by agreement before expiry of this period.

If the Contracting Party receiving such notice fails to acknowledge receipt thereof, 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 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 the provisions of article 8 shall, at the request of either Contracting Party, be referred to an arbitral tribunal.