

**No. 7569**

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**IVORY COAST  
and  
MALI**

**Air Transport Agreement (with annex). Signed at Abidjan,  
on 9 July 1964**

*Official text: French.*

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

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**CÔTE-D'IVOIRE  
et  
MALI**

**Accord (avec annexe) relatif au transport aérien. Signé à  
Abidjan, le 9 juillet 1964**

*Texte officiel français.*

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

[TRANSLATION — TRADUCTION]

No. 7569. AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE  
REPUBLIC OF THE IVORY COAST AND THE REPUBLIC  
OF MALI. SIGNED AT ABIDJAN, ON 9 JULY 1964

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

Desiring to promote the development of air services between the Republic  
of the Ivory Coast and the Republic of Mali and to further as much as possible  
international co-operation in this field,

Desiring to apply to such services 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 Agree-  
ment 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 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 Mali,

3. The expression “ designated airline ” means the airline which the aero-  
nautical authorities of one Contracting Party shall have designated as being the

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<sup>1</sup> Came into force on 9 July 1964, upon signature, in accordance with article 20.

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

<sup>3</sup> See p. 139 of this volume.

instrument chosen by them to exercise the traffic rights specified in this Agreement and which shall have been approved by the other Contracting Party in accordance with the provisions of articles 11, 12 and 14 hereunder.

### *Article 3*

In order to prevent any discriminatory practices and to ensure complete equality of treatment, the Contracting Parties agree that the charges and other taxes or fees imposed by each Contracting Party for the use of aerodromes and other official aeronautical facilities in its territory by aircraft of the other Contracting Party shall not be higher than those payable by national aircraft of the same type used for similar purposes.

### *Article 4*

1. Aircraft used in international traffic by the designated airline of one Contracting Party, and their regular equipment, supplies of fuel and lubricants and aircraft stores (including food, beverages and tobacco) shall be exempt, on arriving in the territory of the other Contracting Party, and from all customs duties, inspection fees and 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 the same duties and charges, excluding, however, fees or charges levied as consideration for services rendered :

- (a) Aircraft stores, irrespective of origin, obtained in the territory of one Contracting Party, within limits fixed by the authorities of the said Contracting Party, and placed on board aircraft of the other Contracting Party providing an international 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 used in international navigation;
- (c) Fuel and lubricants intended for aircraft operated 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 aircraft 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.

#### *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 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 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 admission, stay and departure of passengers, crews and cargo, such as those relating to entry, clearance, immigration, customs and quarantine.

#### *Article 7*

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 receipt of the request.

3. Such modifications of 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 8*

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

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 the 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 9*

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

2. Such 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 of the date on which one of the two Governments proposed the arbitral settlement of the dispute, or if the arbitrators have not agreed 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 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, 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 all cases be considered final.

5. If and so long as one 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.