

No. 8156

**MOROCCO
and
FRANCE**

**Air Transport Agreement (with annexes). Signed at Rabat,
on 25 October 1957**

**Exchange of letters constituting an agreement amending the
above-mentioned Agreement. Rabat, 22 March and
4 April 1961**

Official text: French.

Registered by the International Civil Aviation Organization on 15 March 1966.

**MAROC
et
FRANCE**

**Accord relatif au transport aérien (avec annexes). Signé à
Rabat, le 25 octobre 1957**

**Échange de lettres constituant un accord portant modifica-
tion de l'Accord susmentionné. Rabat, 22 mars et 4 avril
1961**

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 15 mars 1966.

[TRANSLATION — TRADUCTION]

No. 8156. AIR TRANSPORT AGREEMENT¹ BETWEEN MOROCCO AND FRANCE. SIGNED AT RABAT, ON 25 OCTOBER 1957

The Government of His Majesty the King of Morocco and the Government of the French Republic,

Being desirous of promoting air transport between Morocco and France, and of furthering as much as possible international co-operation in this field;

Being desirous of applying to such transport the principles and provisions of the Convention on International Civil Aviation signed at Chicago on 7 December 1944,² referred to as the Convention;

Have for this purpose appointed as their plenipotentiaries :

The Government of His Majesty the King of Morocco :

Mr. M'hamed Boucetta, Director, Executive Office of the Minister for Foreign Affairs,

The Government of the French Republic :

H.E. Mr. Alexandre Parodi, Ambassador Extraordinary, Special Envoy of the French Republic to Morocco,

Who, having exchanged their full powers, found in good and due form,

Have agreed as follows :

TITLE I

GENERAL

Article 1

The Contracting Parties grant each other the rights specified in this Agreement for the purposes of establishing the international civil air services listed in annex I³ hereto.

¹ Came into force on 13 December 1958, one month after the date on which the Contracting Parties notified each other that the requisite constitutional formalities had been complied with, in accordance with the provisions of article 20.

² See footnote 2, p. 68 of this volume.

³ See p. 113 of this volume.

Article 2

For the purposes of this Agreement and its annexes the word "territory" shall be deemed to be the land areas and territorial waters adjacent thereto over which either Contracting Party exercises sovereignty, suzerainty, protection or a mandate.

Article 3

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

- (a) The taxes or other charges and duties levied by either Contracting Party for the use of airports and other aeronautical installations in its territory by aircraft of the other Contracting Party shall not exceed those paid by its national aircraft of the same type used for similar purposes.
- (b) Aircraft employed by the designated airlines of one Contracting Party which are introduced into the territory of the other Contracting Party, and fuel, lubricating oils, spare parts, aircraft equipment, stores and general supplies intended solely for use by the aircraft and imported and re-exported therewith, shall be exempt in the territory of the other Contracting Party, on terms established by its customs regulations, from customs duties and other charges and taxes levied in connexion with the importation, exportation and transit of goods, with the exception of charges which represent the cost of services rendered.
- (c) Fuel, lubricating oils, spare parts, regular equipment and aircraft stores intended for use by the aircraft referred to in paragraph (b) above shall, on entry into or departure from the territory of the other Contracting Party, be exempt from customs duties, inspection fees and other similar duties and charges, with the exception of charges which represent the cost of services rendered.
- (d) Fuel and lubricating oils taken on board aircraft employed by the designated airlines of one Contracting Party in the territory of the other and re-exported shall remain exempt, subject to the customs regulations of the latter Contracting Party, from customs duties, excise taxes and other national duties and charges, with the exception of charges which represent the cost of services rendered.

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 Annex I 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 in cases where such certificates of competency and licences do not conform to the standards of the International Civil Aviation Organization (ICAO).

Article 5

(a) 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 or airlines of the other Contracting Party.

(b) 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 quarantine.

Article 6

Each Contracting Party reserves the right to withhold an operating permit from an airline designated by the other Contracting Party or to revoke such permit whenever, on sufficient grounds, it considers that it has no proof that substantial ownership and effective control of such airline are vested in the other Contracting Party or its nationals, or whenever the airline fails to comply with the laws and regulations referred to in article 5 or to fulfil its obligations under this Agreement.

Article 7

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 days from the date of the request therefor.

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

Article 8

Each Contracting Party may at any time give notice to the other Contracting Party of its desire to denounce this Agreement. Such notice shall be simul-

taneously communicated to the International Civil Aviation Organization. The denunciation shall take effect six months 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 9

1. Any dispute relating to the interpretation or application of this Agreement which it has not been possible to settle 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 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, within a period of two months from the date on which one of the two Governments has proposed settlement of the dispute by arbitration, the two arbitrators have not been appointed, or if, within a further period of one month, the arbitrators have not agreed upon the appointment of a chairman, either Contracting Party may request the President of the International Court of Justice 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 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. Each Contracting Party shall pay the remuneration for the services of its own arbitrator and half of the remuneration of the chairman appointed.

Article 10

This Agreement and its Annexes shall be communicated to the International Civil Aviation Organization for registration.