

No. 8208

**MOROCCO
and
UNITED ARAB REPUBLIC**

**Air Transport Agreement (with annex and procès-verbal).
Signed at Rabat, on 19 May 1960**

Official texts: French and Arabic.

Registered by the International Civil Aviation Organization on 3 June 1966.

**MAROC
et
RÉPUBLIQUE ARABE UNIE**

**Accord relatif au transport aérien (avec annexe et procès-
verbal). Signé à Rabat, le 19 mai 1960**

Textes officiels français et arabe.

Enregistré par l'Organisation de l'aviation civile internationale le 3 juin 1966.

[TRANSLATION — TRADUCTION]

No. 8208. AIR TRANSPORT AGREEMENT¹ BETWEEN MOROCCO AND THE UNITED ARAB REPUBLIC. SIGNED AT RABAT, ON 19 MAY 1960

The Government of His Majesty the King of Morocco and the Government of the United Arab Republic ;

Being desirous of promoting air transport between Morocco and the United Arab Republic 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 hereinafter referred to as "the Convention" ;

Have to this effect appointed as their plenipotentiaries :³

The Government of His Majesty the King of Morocco :

The Government of the United Arab Republic :

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

Article 2

For the purposes of this Agreement and its annex :

(a) The term "territory" shall have the meaning assigned to it by article 2 of the Convention.

(b) The expression "aeronautical authorities" means :

¹ Came into force on 26 December 1965, one month after the date on which the Contracting Parties notified each other of the completion of the constitutional formalities, in accordance with the provisions of article 19.

² United Nations, *Treaty Series*, Vol. 15, p. 295.

³ See footnote 1, p. 149 of this volume.

— In the case of Morocco, the Ministry of Public Works, Air Division ;

— In the case of the United Arab Republic, the Civil Aviation Department, Ministry of War.

(c) The expression “designated airline” means an airline designated in writing by one of the Contracting Parties, in accordance with article 14, as being the airline authorized to operate the services agreed to within the scope of this Agreement.

(d) The expressions “aircraft equipment”, “stores” and “spare parts” shall have the meaning assigned to them by the definitions in annex 9 to the Convention.

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 fiscal charges and dues 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 aircraft of the same type engaged in similar international services.

(b) Subject to compliance with the regulations of the Contracting Party concerned :

(1) 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 from customs duties and other charges and taxes levied in connexion with the importation, exportation and transit of goods ;

(2) Fuel, lubricating oils, spare parts, regular equipment and aircraft stores intended for use by the aircraft referred to in paragraph (1) above shall, on entry into or departure from the territory of the other Contracting Party, be exempt from customs duties, inspection fees or other similar duties and charges ;

(3) 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 from customs duties, excise taxes and other national duties and charges.

Article 4

Any airline designated by a Contracting Party may maintain its own essential technical and administrative personnel at the airports and in the towns of the other

Contracting Party in which it wishes to maintain its own organization. In cases where a designated airline provisionally elects not to maintain its own organization at the airports of the other Contracting Party, it shall, as far as possible, assign any necessary work to the personnel of the airports or of a designated airline of the other Contracting Party.

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 operation on 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 or by any other State.

Article 6

(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 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 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 6 or to perform its obligations under this Agreement.

Either Contracting Party shall exercise this right only after consultation as provided in article 9 below unless an immediate suspension of operations or the immediate application of restrictive conditions are necessary to prevent fresh infringements of its laws or regulations.

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 termination 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 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 (15) days after its receipt at the headquarters of the International Civil Aviation Organization.

Article 9

Either Contracting Party may at any time request consultation between the competent aeronautical authorities of the two Contracting Parties concerning the interpretation or application of the Agreement or the modification of the annex.

Such consultation shall begin within thirty days from the request therefor.

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

Article 10

(a) 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 9 shall, at the request of either Contracting Party, be referred to an arbitral tribunal.

(b) 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, within a period of two months from the date upon which one of the two Governments has proposed settlement of the dispute by arbitration, the two arbitrators have not been appointed, or if, within the month following their appointment, the arbitrators have not agreed upon the appointment of a chairman, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointments.

(c) 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.