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**Air Services Agreement
Between
the Government of the
Republic of Sierra Leone
and
the Government of
the kingdom of Morocco**



The Government of the Republic of Sierra Leone and the Government of the Kingdom of Morocco hereinafter, referred as "the Contracting Parties";

Desiring to promote an international aviation system based up on loyal competition among airlines;

Desiring to favour the rise of international air transport, by putting air transport networks giving air services which are able to meet the needs of the travelling and shipping public;

Desiring to make it possible for airlines to offer the travelling and shipping public competitive prices and services in open markets;

Desiring to ensure the highest degree of safety and security in international air transport, and reaffirming their profound concern about acts and threats against the safety of Civil Aviation, which jeopardise the safety of persons or property, injure the operation of air transportation, and undermine public confidence in the security of civil aviation ; and

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on December 7, 1944;

Have agreed as follows:

Article 1: Definitions

For the purposes of this Agreement, the term:

a. "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes any annex thereto adopted under article 90 of the Convention and any amendment to the latter or its annexes, adopted under articles 90 and 94 of the Convention insofar as such amendments and annexes has been ratified or adopted by the Contracting Parties;

b. "Agreement" means this Agreement, it's Annexes, and any amendments thereto;

c. "Aeronautical authorities" means:

in the case of the Republic of Sierra Leone, the Minister responsible for Civil Aviation;
and in the case of the Kingdom of Morocco, the Minister responsible for Civil Aviation;

and in the two cases any person or body authorized to perform civil aviation functions or similar functions ;

d. "Agreed services" means the air services established on the specified routes pursuant to the Annex to the present Agreement;

e. "Air service", "international air service", "airline" and "stop for non-traffic purposes" have the meaning respectively assigned to them in article 96 of the Convention;

f. "Designated airlines" means an airline or airlines designated by one Contracting Party and authorized by the other Contracting Party in accordance with Article 3 of this Agreement;

g. "Aircraft equipments", "stores", and "spare parts" have the meaning respectively assigned to them in annex 9 of the Convention;

h. "Specified routes" means routes specified in the Annex to the present Agreement;

i. "Tariffs" means the prices to be paid for the carriage of passengers, baggage, cargo and the conditions under which these prices apply, including prices, commissions and conditions of agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail;

k. "Territory" means in relation to a State the land areas, internal waters, and territorial seas adjacent thereto under the sovereignty of such State.

Article 2: Grant of traffic rights

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the conduct of international air transportation on the routes specified in the appropriate section of the Annex to the present Agreement.

Subject to the dispositions of the present Agreement, the airline designated by each contracting Party, during the conduct of international air services, enjoys the following rights:

- a. the right to fly across its territory without landing;
- b. the right to make stops in its territory for non-traffic purposes, and
- c. to make stops in the said territory at the points specified for that route in the Annex to this Agreement for the purpose of putting down and taking on international traffic passengers, cargo and mail, separately or in combination;

2. Nothing in this Article shall be deemed to confer on the airline of one Contracting Party the rights to take on board, in the territory of the other Contracting Party, passengers, their baggage, cargo, or mail carried for compensation and destined for another point in the territory of that other Contracting Party.

Article 3 : Designation and authorization of exploitation

1. Each Contracting Party has the right to designate one or more airlines as it wishes for the conduct of international air transportation in accordance with the present Agreement. These designations specify whether the airline is authorized to exploit the agreed services on the routes specified in the Annex to the present Agreement.

2. On receipt of such a designation, and of applications from the designated airline for operating authorizations, the other Contracting Party shall grant appropriate authorizations with minimum procedural delay, provided:

- a. Substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline, nationals of that Contracting Party, or both,
- b. The designated airline is holder of air operator certificate or any other equivalent document which is valid in accordance with the regulation in force of the Contracting Party designating the airline.
- c. The designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Contracting Party considering the application or applications, and
- d. the Contracting Party designating the airline in maintaining and administering the standards set forth in article 11 (Air Safety) and article 12 (Aviation security) of the present Agreement.

Article 4 : Revocation of the authorization of exploitation

1. Either Party reserves the right to revoke, suspend or limit the operating authorizations of an airline designated by the other Contracting Party where:

a. Substantial ownership and effective control of that airline are not vested in the other Party; the Party's nationals, or both,

b. the designated airline is not holder of air operator certificate or any other equivalent document which is valid in accordance with the regulation in force of the Party designating the airline.

c. that airline has failed to comply with the laws and regulations referred to in Article 5 (Application of laws) of this Agreement, or

d. the other Party is not maintaining nor administering the standards as set forth in Article 11 (Air Safety).

2. Unless immediate measures are essential to prevent further non compliance with paragraph 1 points c and d, the rights established by this Article shall not be exercised unless after consultation with aeronautical authorities of the other Contracting Party.

Article 5 : Application of laws and regulations

1. The laws and regulations of one Contracting Party relating to admission for, flight within or departure from its territory of an aircraft of its designated airline(s) engaged in international air navigation, or to the operation or navigation of such aircraft while within its territory, apply to the aircraft of designated airline(s) of the other Contracting Party and shall be complied with by such aircraft upon entering or departing from or while within the territory of that Contracting Party.

2. The laws and regulations of one Contracting Party relating to admission for, stay in, or departure from its territory of passengers, baggage, crew, cargo or mail, such as laws and regulations relating to entry, exit, emigration, immigration, passports as well as customs and health or sanitary measures, apply to passengers, baggage, crew, cargo and mail carried by the aircraft of the designated airline(s) of the other Contracting Party upon entry into or departure from or while within the territory of the first Contracting Party.

3. In a general way, in the application of laws and regulations in force, neither Contracting Party shall give preferences to its own international airlines in comparison with an airline designated by the other Contracting Party.

Article 6 : Exploitation of air services

1. Each Contracting Party shall allow a fair and equal opportunity for the designated airlines of both Contracting Parties to compete in providing the international air services governed by this Agreement.

2. Each Contracting Party shall authorize the designated airlines of the other Contracting Party to determine the frequency and capacity of the International Air Transportation it wishes to offer based upon commercial considerations in the marketplace. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Contracting Party, except as may be required for customs, technical operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

Article 7 : Commercial activities

1. Each Contracting Party shall grant to the designated airline(s) of the other Contracting Party the right to maintain in its own territory representation with the technical, administrative and commercial personnel indispensable for its operations.

2. For the operation of its services, the designated airline(s) shall have the right to employ technical, administrative and commercial personnel of its own nationality subject to the laws and regulations in force in the country in which this personnel is to be employed.

3. Each designated airline has the right to proceed to the sale of air transport tickets on the other Contracting Party territory directly and, as one likes, by the intermediate of its agents. These sales must be operated in the local currency or in convertible currencies.

4. Each Contracting Party grants to the designated airline(s) of the other Contracting Party, the right of free transfer of the excess of receipts over expenditure earned by the designated airline(s) in the territory of such Contracting Party in connection with the carriage of passengers, baggage, cargo and mail, as well as from any other activities related to air transport which may be permitted under national regulations. Such transfers shall be effected at the rate of exchange in accordance with the respective applicable national laws and regulations governing current payments, but where there is no official exchange rate such transfers shall be effected at the prevailing foreign exchange market rate for current payments.

5. In the event that the form of payment between the Contracting Parties is governed by a special agreement, such an agreement will apply.

6. The designated airlines of each Contracting Party have the right to enter cooperative marketing arrangements such as blocked space, code sharing or leasing arrangement with an airline or airlines of a either Contracting Party or airlines of a third country, provided that the airlines have the appropriate authorization of exploitation.

Article 8 : User charges

1. When utilising the installations, airport services, equipments and services of air navigation offered by one contracting Party, the charges imposed on the designated airline of the other contracting Party must be fair, transparent and reasonable. They should no exceed those imposed on the national aeronefs which exploit similar international regular services.

2. Every contracting Party encourages the competent authorities which establish charges to inform users with a notice of at least three months, of every charges modification, in order to enable them to express their point of view before the application of these modifications.

Article 9 : Tariffs

1. The designated airlines fix freely their tariffs and endeavour to practice reasonable tariffs with due regard being paid to all relevant factors, especially users interests, cost of exploitation service characteristics, commission rates, a reasonable profit and all other commercial consideration in the market.

2. Tariffs established by the designated airlines of the two Contracting Parties must be submitted to the aeronautical authorities fifteen (15) days before their application.

3. Aeronautical authorities shall give particular attention to tariffs which may be inadmissible because they seem excessively discriminatory, high or restrictive due to abuse of a dominant position or artificially low due to direct or indirect, excessive subsidy.

4. When the aeronautical authority of one of the Contracting Parties feels that a tariff of the transport to its territory enter in the categories described in paragraph 3 of this article, it shall notify its disapprobation to the aeronautical authority of the other Contracting Party as early as possible or at the latest fifteen (15) days after the reception of the notification of the tariff.

5. Each Contracting Party may request consultation regarding any tariff of an airline of either Party for services covered by this Agreement, including where the tariff concerned has been subject to a notice of dissatisfaction. Such consultations shall be held not later than fifteen (15) days after receipt of the request. The Contracting Parties shall use their best efforts to find a solution.

Article 10 : Recognition of certificates and licences

Certificates of air worthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still in force shall be recognised as valid by the other Contracting Party for the purpose of operating the routes specified in the Annex to the present Agreement, provided that the requirements under which such certificates and licences were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

Each Contracting Party reserves the right, however, to refuse to recognize as valid for the purpose of flights above within its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party or by any other State.

Article 11 : Air safety

1. Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical installations and services, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.
2. If following such consultations , one Contracting Party finds that the other Contracting Party does not effectively adopt, maintain, nor administer safety standards in the areas referred to in paragraph 2 that meet the standards established at that time pursuant to the Convention on International Civil Aviation , the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO standards ; The other Contracting Party shall then take appropriate corrective actions which must be taken within an agreed and reasonable time period.
3. Pursuant to article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of another Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search by the authorized representatives of this other Contracting Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Chicago Convention, the purpose of this search is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the standards established at that time pursuant to the Convention.
4. When an urgent action is essential to ensure the safety of an airline operation, each Contracting Party reserves the right to immediately suspend or change the operating authorization of an airline or airlines of the other Contracting Party.
5. Any action applied by one Contracting Party in accordance with paragraph 5 above shall be discontinued once the basis for the taking of that action ceases to exist.
6. With reference to paragraph 2 above, if it is determined that one Contracting Party remains in non-compliance with ICAO standards when the agreed time period has lapsed, the secretary general of ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

Article 12 : Aviation security

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971 and the protocol for the Suppression of Unlawful Acts of violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February

1988, the Convention on the Making of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991 insofar as the two Contracting Parties are both two parties to these conventions as well as any other convention and protocol relating to the security of civil aviation which both Contracting Parties shall adhere to.

2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organisation and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties ; they shall require that operators of aircraft of their registry, or operators of aircraft who have their principal place of business or permanent residence in their territories , and the operators of airports in their territories, act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that such operators of aircraft are required to observe the aviation security provisions referred to in paragraph 3 above required by the other Contracting Party to entry into, departure from, or while within, the territory of the other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful act against the safety of such aircraft, their passengers and crew, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

Article 13 : Exemption from customs duties and other taxes

1. Aircraft operated, for the agreed services, by the designated airline(s) of either Contracting Party, as well as any aircraft equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft are exempt from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided that such equipment, supplies and stores remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

2. Subject to paragraph (3) of the present Article, they are also exempt from customs duties, inspection fees and similar charges, with the exception of charges corresponding to the services performed:

- a. aircraft stores taken on board in the territory of a Contracting Party; within limits fixed by the aeronautical authorities of that Contracting Party, and for use on board outbound aircraft engaged on an agreed service of the other Contracting Party;

b. spare parts introduced into the territory of either Contracting Party for the maintenance or repair of aircrafts used, for the agreed services, by the designated airline(s) of the other Contracting Party;

c. fuel and lubricants to be supplied to an inbound / transiting/ outbound aircraft operated, on agreed services, by the designated airline(s) of the other Contracting Party, even when such supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

3. Materials and supplies referred to in paragraphs 2 (a), (b) and (c), are subject to customs surveillance or control, of the two Contracting Parties.

4. Baggage and cargo in direct transit are exempt from customs duties and other similar taxes provided that these will be under customs surveillance or control.

5. The regular airborne equipment, as well as the materials and supplies retained on board an aircraft of the designated airline(s) of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that other Contracting Party and such customs authorities may require that such equipment, materials and supplies be placed under their surveillance up to such time as they are re-exported or otherwise disposed of in accordance with customs laws and regulations.

Article 14 : Place of taxation

The revenue derived from international traffic operations by an airline designated by a Contracting Party, will be taxable only in the State where the headquarters of the said designated airline is situated.

Article 15 : Adaptation to multilateral convention

If any multilateral convention agreed upon by the two Contracting Parties and treats questions raised by the present Agreement; the relevant dispositions of such convention replace the correspondent dispositions of the present Agreement.

Article 16 : Exchange of information

The aeronautical authorities of each Contracting Party shall provide to the aeronautical authorities of the other Contracting Party, on request information relating to the traffic carried on the agreed services by the respective designated airline(s). Such information shall include statistics and other information required in determining the amount of traffic carried by those airlines on the agreed services.

Article 17 : Settlement of disputes

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by direct negotiations.
2. If the Contracting Parties fail to reach a settlement by direct negotiations, they may refer the dispute for decision to some person or competent body from a third State.
3. If a settlement cannot be reached by the aforementioned methods, the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal (hereinafter called the "Arbitral Tribunal") consisting of three arbitrators, one to be appointed by each Contracting Party and the third to be appointed by the two so appointed.
4. Each of the Contracting Parties shall appoint an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through the diplomatic channel requesting arbitration of the dispute by the Arbitral Tribunal and the third arbitrator shall be appointed within a further sixty (60) days. If either of the Contracting Parties fails to appoint an arbitrator within the specified period or if the third arbitrator is not appointed within the specified period, the President of the Council of the International Civil Aviation Organisation may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires.
5. The third arbitrator designated under paragraph (3) as well as the arbitrator designated under paragraph 4, if there are many arbitrators designated under the latter paragraph, one of them at least shall be a national of a third State and shall act as President of the Arbitral Tribunal.
6. The Arbitral Tribunal shall determine its own procedure.
7. Subject to the final decision of the Arbitral Tribunal, the Contracting Parties shall bear in equal proportion the cost of arbitration.
8. The Contracting Parties shall comply with any provisional ruling or the final decision of the Arbitral Tribunal.
9. If, and as long as, either Contracting Party fails to comply with a decision of the Arbitral Tribunal given under this Article, the other Contracting Party shall limit, withhold or revoke any rights or privileges which it has granted by virtue of the present Agreement to the Contracting Party in default.

Article 18 : Consultations and amendments

1. In a spirit of close co-operation the aeronautical authorities of the Contracting Parties shall consult from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the Annex attached hereto and shall consult whenever necessary to provide for modification to this Agreement or the Annex.
2. Either Contracting Party may request consultations which may be through discussions or by correspondence; these discussions shall begin within a period of thirty (30) days of the date of the request unless both Contracting Parties agree to an extension of this period.

3. Any amendment of this Agreement or its annex shall be effected by an exchange of Notes and shall enter into force on such date as is provided for in the exchange of Diplomatic Notes.

Article 19 : Termination of Agreement

Either Contracting Party may at any time give notice, through diplomatic channel, to the other Contracting Party of its decision to terminate this Agreement, such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party unless the notice to terminate is withdrawn by agreement before the expiry period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article 20 : Registration of Agreement

This Agreement and any subsequent amendments thereto shall be registered with the International Civil Aviation Organization by the Contracting Parties.

Article 21 : Entry into force

This Agreement shall enter into force provisionally from the date of its signature, and shall permanently come into force as soon as the two Contracting Parties have notified each other by an exchange of Diplomatic Notes in fulfilment of their respective constitutional requirements.

In witness whereof the undersigned duly authorized by their respective governments, have signed this Agreement.

Done at Rabat on March 27th, 2008 in duplicate original copies in Arabic and English languages. Both texts being equally authentic.

For
the Government of the
Republic of Sierra Leone

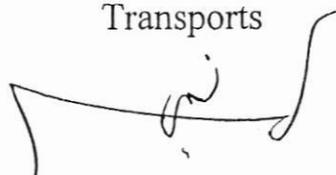
Minister of Foreign Affairs and
International Cooperation



Zainab Hawa BANGURA

For
the Government of
the Kingdom of Morocco

Minister of Equipment and
Transports



Karim GHELLAB

ANNEX

ROUTES

1. Routes for the airline(s) designated by the Government of the kingdom of Morocco

Points in Morocco : all points
Intermediate points : out of choice
Points in Sierra Leone : all points
Beyond points : out of choice and vice versa

2. Routes for the airline(s) designated by the Government of the Republic of Sierra Leone

Points in Sierra Leone : all points
Intermediate points : out of choice
Points in Morocco : all points
Beyond points : out of choice and vice versa

N.B :

- Any point or all intermediate points and/or beyond points on the specified routes may, at the discretion of each airline, be omitted on any or all flights.
- The eventual exercise of fifth freedom traffic rights must be approved by the aeronautical authorities of the two Contracting Parties