

The Government of the Republic of Liberia and the
Governments of the Republic of the Ivory Coast, hereinafter
referred to as the Contracting Parties, being Parties to the
Convention on International Air Services, signed at Chicago on the
7th day of December, 1944, and
desiring to enter into an Agreement for the operation of
air services between their respective territories, have agreed
as follows:

SECTION I

GENERAL PRINCIPLES

ARTICLE 1

Each Contracting Party grants to the other Contracting
Party the rights specified in the present Agreement for the
purpose of establishing international civil air services as
specified in the Annex attached hereto.

ARTICLE 2

For the purpose of the present Agreement and its Annex:
1 - The term "the Convention" means the Convention on Inter-
national Civil Aviation opened for signature on the Seventh
day of December, 1944, and includes all annexes adopted under
Article 18 of the Convention and any amendments thereto.

**AGREEMENT BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF LIBERIA AND THE GOVERNMENT
OF THE REPUBLIC OF THE IVORY COAST FOR THE
ESTABLISHMENT OF AIR SERVICES BETWEEN
THEIR RESPECTIVE TERRITORIES**

2 - In the case of Liberia, the Minister of Commerce, Industry
and Transportation, who is responsible for Air Transport and
any person or body authorized to perform any functions at
present exercised by the said Minister or similar functions.

In the case of the Ivory Coast, the Minister in charge
of Civil Aviation, and any person or body authorized to per-
form any functions at present exercised by the said Minister
or similar functions.

3 - The terms "designated airlines" means an airline which
the Aeronautical Authorities of one Contracting Party shall
have designated as the instrument for the operation of air
services specified in the present Agreement and which shall
have been accepted by the other Contracting Party, subject
to the provisions of Articles 10, 11 and 12 hereafter.

4 - The word "territory" is understood as defined in Article
2 of the Convention.

5 - The terms "air services", "international air services",
"airlines" and "stop-over non-traffic purposes" have the
meanings respectively assigned to them in Article 36 of the Convention.

10/11/44

The Government of the Republic of Liberia and the Government of the Republic of the Ivory Coast, hereinafter referred to as the Contracting Parties, being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the Seventh day of December, 1944, and, desiring to enter into an Agreement for the Operation of Air Services between their respective territories, have agreed as follows:-

SECTION I
GENERALIZATIONS

ARTICLE I

Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing international civil air services as specified in the Annex attached hereto."

ARTICLE 2

For the purpose of the present Agreement and its Annex:

1 - The term "the Convention" means the Convention on International Civil Aviation opened for signature on the Seventh day of December, 1944, and includes all annexes adopted under Article 90 of the said Convention and any amendments to these annexes or Convention under Articles 90 and 94 thereof, so far as those annexes and amendments have been adopted by both Contracting Parties.

2 - The term "Aeronautical Authorities" means:

In the case of Liberia, the Minister of Commerce, Industry and Transportation, who is responsible for Air Transport and any person or body authorized to perform any functions at present exercised by the said Minister or similar functions.

In the case of the Ivory Coast, the Minister in charge of Civil Aviation, and any person or body authorized to perform any functions at present exercised by the said Minister or similar functions.

3 - The terms "designated airline" means an airline which the Aeronautical Authorities of one Contracting Party shall have designated as its instrument for the operation of air services specified in the present Agreement and which will have been accepted by the other Contracting Party, subject to the provisions of Articles 10, 11 and 13 hereafter.

4 - The word "territory" is understood as defined in Article 2 of the Convention.

5 - The terms "air services", "international air services", "airlines" and "stop for non-traffic purpose" have the meaning respectively assigned to them in Article 96 of the Convention.

V.P.D.



6 - The terms "aircraft equipment", "aircraft stores" and "spare parts" have the meanings respectively assigned to them in Annex 9 of the Convention.

7 - The term "prohibited area" means the area and the air space above that area over or through which any prohibition to the flying of an aircraft of any description may be imposed by the Party concerned in accordance with Article 9 of the Convention on International Civil Aviation.

ARTICLE 3

1 - Aircraft operated on international services by the designated airline of either Contracting Party as well as their regular equipment, their supplies of fuel and lubrication oils, their aircraft stores (including food, drinks and tobacco) shall be exempted from all custom duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided that such equipment and supplies remain on board the aircraft up to the time of their re-exportation.

2 - Will also be exempt from the same duties, fees and charges, with the exception of charges or taxes corresponding to services rendered;

a) aircraft stores from any origin taken on board in the territory of a Contracting Party within limits fixed by the authorities of the said Contracting Party and for use on board the aircraft engaged in an international service of the other Contracting Party;

b) spare parts imported into the territory of either Contracting Party for the maintenance or repair of the aircraft used on international air services by the designated airlines or airlines of the other Contracting Party;

c) fuel and lubricants destined to the supply of aircraft operated on international services by the designated airline or airlines of the other Contracting Party, even when those supplies are bound to be used on the part of the journey performed over the territory of the Contracting Party in which they have been taken on board.

3 - The normal equipment on board as well as the materials and supplies which are on board the aircraft of either Contracting Party shall be discharged on the territory of the other Contracting Party and placed under the supervision of the customs' authorities of the territory until they are re-exported or form an object of customs' declaration.

ARTICLE 4

Certificates of navigability, certificates of competency and licenses issued or validated by one of the Contracting Parties, and not outdated, shall be recognized as valid by the other Contracting Party for the purpose of operating the air services specified in the Annex attached. Each Con-

tracting Party, however, reserves the right to refuse recognition of traffic above its own territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.

ARTICLE 5

1 - The laws and regulations of each Contracting Party relating to entry into or exit from its territory of aircraft used in international air navigation or relating to the operation and navigation of such aircraft while within the limits of its territory, shall apply to aircraft of the designated airline or airlines of the other Contracting Party.

2 - The passengers, crews and consigners of goods must abide, either personally or through a party acting in their name and on their behalf, by the laws and regulations governing, on the territory of each Contracting Party, the entry, the stay and exit of passengers, crew and goods such as those that apply on entry, on clearance regulations, immigration, customs and measures required by sanitary orders.

ARTICLE 6

Each Contracting Party may at any time request consultation between the competent aeronautical authorities of both Contracting Parties on any matter concerning the interpretation, application or alteration of the present Agreement.

2 - This consultation shall begin within (30) thirty days from the date of receipt of the request completed within (60) sixty days from the date of commencement of the said consultation.

3 - Any modifications agreed upon shall enter into force after their confirmation by the exchange of diplomatic notes.

ARTICLE 7

Each Contracting Party may at any time give notice to the other Contracting Party if it desires to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve 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 of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received (15) fifteen days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 8

1 - In the event of any dispute relating to the interpretation or to the application of the present Agreement not being settled in accordance with the provisions of Article 6 either between the Aeronautical Authorities or the Governments of both Contracting Parties, it shall be submitted upon the request of

one of the Contracting Parties to an Arbitral Tribunal.

2 - This Arbitral Tribunal shall consist of three members. The Government of each Contracting Party shall designate an Arbitrator and these two Arbitrators shall agree on the appointment of a national of a third State as President.

3 - If within two months after the day on which the Government of either Contracting Party had requested an arbitral decision, the two Arbitrators have not been designated or, if in the course of the following month the Arbitrators have not agreed on a President, either Contracting Party may ask the President of the Council of the International Civil Aviation Organization to make the necessary designations.

4 - The Arbitral Tribunal in the absence of an amicable settlement of the dispute shall decide by a majority vote. In so far as the Contracting Parties do not otherwise decide, the Arbitral Tribunal defines its own rules of procedure and fixes its Headquarters.

5 - The Contracting Parties agree to comply with such provisional measures that may be ordered during the proceedings and with the arbitral decision, which shall in all cases be considered as final.

6 - If and so long as either Contracting Party fails to comply with the decisions of the Arbitrators, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of the present Agreement to the other Contracting Party in default.

7 - Each Contracting Party shall be responsible for the costs of its Arbitrator and shall share equally the expenses involved in the remuneration of the designated President.

SECTION II

AGREED SERVICES

ARTICLE 9

The Government of the Republic of Liberia grants to the Government of the Republic of the Ivory Coast and the Government of the Republic of the Ivory Coast grants to the Government of the Republic of Liberia the right to operate the airline designated by each Party, to this Agreement. The said services shall be called hereinafter the "Agreed Services".

ARTICLE 10

Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline or airlines for the purpose of operating the agreed services on specified routes.

Article and those of Article 11 of the present Agreement, without delay grant to the airline designated the appropriate operating authorization.

The Aeronautical Authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the requirements laid down in the laws and regulations normally and reasonably applied by the said Authorities to the operation of international air services, in conformity with the provisions of the Convention on International Civil Aviation.

ARTICLE 11

1 - Each Contracting Party shall have the right to revoke the operating authorization or to suspend the exercise by the designated airline or airlines of the other Contracting Party, of the privileges specified in Article 9 of the present Agreement when:

- a) it is not satisfied that substantial ownership and effective control of this airline are vested in the Contracting Party which has designated the airline or airlines or nationals of said Party, or that,
- b) this airline will not have complied with the laws and regulations of the Contracting Party granting those privileges, or that
- c) this airline does not operate in accordance with the conditions prescribed in the present Agreement.

2 - Each Contracting Party shall have the right to withhold the operating authorization specified in paragraph 3 of Article 10 when the said Contracting Party is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or airlines or nationals of the Contracting Party.

3 - Unless revocation or suspension is essential to prevent further infringement of the said laws and regulations, this right shall be exercised only after consultations with the other Contracting Party, in accordance with provisions of Article 6. In the event of agreement not being reached the matter shall be referred to arbitration as provided for in Article 8.

ARTICLE 12

The airline or airlines designated by the Government of the Republic of Liberia in accordance with the provisions of the present Agreement, shall enjoy in the territory of the Republic of the Ivory Coast the privileges to disembark and to take on international traffic in passengers, mail and cargo on stops and on the routes specified in the Annex attached.

ARTICLE 13

In accordance with the provision of articles 77 and 79 of the Convention on International Civil Aviation pursuant to the establishment by two or several States of joint operating organization or of international operating organizations, notwithstanding Article 11 of the present Agreement.

The Government of the Republic of Liberia agrees that the Government of the Republic of the Ivory Coast, in accordance with Articles 4 and 2 and the documents annexed to the Treaty on air transport in Africa, signed by the Government of the Republic of the Ivory Coast at YAUNDE the 28th March 1961, reserves the right to nominate the Company AIR AFRIQUE as one of the designated carriers of the Republic of the Ivory Coast for operating the agreed services.

ARTICLE 14

1 - The operation of the agreed services between the territory of the Republic of Liberia and the territory of the Republic of the Ivory Coast or vice-versa, on the routes constitutes for the two countries a fundamental right.

2 - The two Contracting Parties agree to apply the principles of equality and reciprocity in all fields relating to the exercise of the privileges resulting from the present Agreement.

The airline or airlines designated by both Contracting Parties shall enjoy full and equitable treatment and must benefit from equal opportunities and privileges and respect the principle of an equal share of the adequate capacity to operate the agreed services.

3 - In operating common services the airlines shall take into account their mutual interests so as not to effect unduly their respective services.

ARTICLE 15

1 - On each of the routes specified in the Annex of the present Agreement, the agreed services shall have as their primary objective the use, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements of international air traffic from or destined to the territory of the Contracting Party which has designated the airlines operating the said agreed services.

2 - Within the capacity limits specified in paragraph 1 of this Article the airlines designated by one of the Contracting Parties may provide for traffic requirements between the territories of States of the area through which the designated routes pass and the territory of the other Contracting Party, taking into account local and regional services.

3 - In order to provide for unexpected or temporary traffic

this temporary increase of traffic, they will report immediately to the Aeronautical Authorities of their respective countries who may consult each other if they so decide.

4 - In the event of one airline or airlines designated by one of the Contracting Parties is not willing to employ on one or several routes, either part or all of the capacity that it should provide according to the privileges granted, it may agree with the airline or airlines designated by the other Contracting Party for the transfer, for a specified duration of time, of all or part of this transport capacity.

The designated airline or airlines which shall have transferred all or part of its privileges may redeem them at the end of the said period.

ARTICLE 16

1 - The designated airline or airlines will specify to the Aeronautical Authorities of both Contracting Parties at least thirty (30) days before starting operation of the agreed services, the kind of transport, the type of aircraft used and the proposed schedules. The same rule shall apply to future modifications.

2 - The Aeronautical Authorities of either Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required to control the capacity provided on the agreed services by the designated airline or airlines of the first Contracting Party. Such statistics shall include all information necessary to determine the amount and the origins and estimations of such traffic.

ARTICLE 17

The Contracting Parties agree to consult each other whenever necessary on matters affecting their respective services.

ARTICLE 18

The tariffs to be charged by the airlines of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels due regards being paid to all relevant factors including cost of operation, reasonable profit and the tariffs of other airlines.

2 - The tariffs referred to in paragraph 1 of this Article shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties, in consultation with other airlines operating over part of the whole route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association.

3 - The tariffs so agreed shall be subject to the approval of the Aeronautical Authorities of both Contracting Parties at least thirty (30) days before the proposed date of their coming into effect, and under special

circumstances subject to the approval of the said Authorities.

4 - If the designated airline or airlines cannot agree on any of these tariffs, or, if for some reason it is not possible to agree on a tariff in accordance with the provisions of paragraph 2 of the present Article, or if during the first fifteen (15) days of the thirty (30) days period referred to in paragraph 3 of the present Article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff agreed in accordance with the provisions of paragraph 2 of this Article, the Aeronautical Authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

5 - If the Aeronautical Authorities cannot agree on the approval of any tariff submitted to them under paragraph 3 of this Article, or on the determination of any tariff under paragraph 4, the dispute shall be settled in accordance with the provisions of Article 8 of the present Agreement.

6 - Subject to the provisions of paragraph 5 of this Article, no tariff shall come into force if the AERONAUTICAL AUTHORITIES of either Contracting Parties have not approved it.

7 - The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

ARTICLE 19

Each Contracting Party shall grant to the other Contracting Party the right of transfer at the official rate of exchange, the excess of receipts over expenditure; achieved on its territory in connection with the carriage of passengers, baggage, mail and freight by the designated airline or airlines of the other Contracting Party on the principal reciprocity.

ARTICLE 20

In the event of the conclusion of any general multilateral agreement concerning air transport to which both Contracting Parties are bound, the present Agreement shall be amended or modified so as to conform with the provision of such agreement. Notwithstanding, if only one of the Contracting Parties shall consult immediately to determine whether the present Agreement shall be terminated, amended or supplemented.

ARTICLE 21

The present Agreement shall be provisionally applicable immediately from the date of signature and shall come into force on the day on which both Contracting Parties give written notification to each other by the exchange of Diplomatic Notes that their respective Constitutional and/or internal require-

circumstances subject to the approval of the said Authorities.

4 - If the designated airline or airlines cannot agree on any of these tariffs, or, if for some reason it is not possible to agree on a tariff in accordance with the provisions of paragraph 2 of the present Article, or if during the first fifteen (15) days of the thirty (30) days period referred to in paragraph 3 of the present Article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff agreed in accordance with the provisions of paragraph 2 of this Article, the Aeronautical Authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

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ARTICLE 21

The present Agreement shall be provisionally applicable immediately from the date of signature and shall come into force on the day on which both Contracting Parties give written notification to each other by the exchange of Diplomatic Notes in their respective Constitutional and/or internal require-

ments to validate the Agreement have been fulfilled.

ARTICLE 22

The present Agreement and its Annexes shall be registered with the International Civil Aviation Organization.

Done in ABIDJAN the 5th day of MAY 1978 in two copies, in the English and French languages, both being equally authentic.

William T. Dennis
For the Government of the Republic of Liberia

[Signature]
For the Government of the Republic of the Ivory Coast

ANNEX

(Route schedule)

I LIBERIA

MONROVIA/ROBERTS - ABIDJAN - ACCRA - LAGOS - DUALA
and Vice Versa.

Note : the Points LOME-COTONOU are cabotage Areas
by the YAONDE treaty AIR AFRIQUE Partners.
These points will be reconsidered at a
later date

II IVORY COAST

ABIDJAN - ROBERTS - DAKAR - NEW YORK - MONTREAL and
Vice Versa

Note : the Points FREETOWN - CONAKRY are
reserved and will be reconsidered at a later
date

CA

[Handwritten signature]

IN WITNESS WHEREOF, I have
hereunto set my hand and caused
the Seal of the Republic of
Liberia to be affixed
DONE at the City of Monrovia
this 6th Day of November, A. D.
1978, and of the Independence
of the Republic the One Hundred
and Thirty-Second.

INSTRUMENT OF RATIFICATION

KNOW YE, that whereas the AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF LIBERIA AND THE GOVERNMENT OF THE REPUBLIC OF THE IVORY COAST FOR THE ESTABLISHMENT OF AIR SERVICES BETWEEN THEIR RESPECTIVE TERRITORIES, signed by the duly authorized Representative of the Government of the Republic of Liberia at Abidjan on the 5th day of May, A. D. 1978, has been accepted by the Government of the Republic of Liberia as of the 23rd day of October, A. D. 1978;

AND WHEREAS, the Senate of the Republic of Liberia by the Resolution of October 23, 1978, two-thirds of the Senators present concurring herein, did advise and give consent to the ratification of the said Agreement;

NOW, THEREFORE, be it known that I, William R. Tolbert, Jr., President of the Republic of Liberia, having seen and considered the said AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF LIBERIA AND THE GOVERNMENT OF THE REPUBLIC OF THE IVORY COAST FOR THE ESTABLISHMENT OF AIR SERVICES BETWEEN THEIR RESPECTIVE TERRITORIES, do hereby in pursuance of the aforesaid advice and consent of the Senate, ratify and confirm the same and every article and clause thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Republic of Liberia to be affixed.

DONE at the City of Monrovia this 6th day of November, A. D. 1978, and of the Independence of the Republic the One Hundred and Thirty-Second.



BY THE PRESIDENT