

**AIR SERVICES AGREEMENT**  
**BETWEEN**  
**THE GOVERNMENT OF THE REPUBLIC OF INDIA**  
**AND**  
**THE GOVERNMENT OF THE KINGDOM OF MOROCCO**

The Government of the Republic of India and the Government of the Kingdom of Morocco hereinafter referred to as the "Contracting Parties";

Being parties to the convention on International Civil Aviation opened for signature at Chicago on 7<sup>th</sup> December 1944;

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

Desiring to promote operation of international air services between the two countries to meet the needs of the travelling and shipping public;

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 security of aircraft, which jeopardise the safety of persons or property, adversely affect the operation of air transportation, and undermine public confidence in the security of civil aviation;

Have agreed as follows:

## ARTICLE 1 DEFINITIONS

For the purposes of this Agreement, unless otherwise stated, the term:

(a) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944, and includes any Annex thereto adopted under Article 90 of that Convention, and any amendment to the Convention or its Annexes adopted under Articles 90 and 94 of the Convention, insofar as such Annexes and amendments have become effective for both Contracting Parties;

(b) "Agreement" means this Agreement, its Annexes and any amendments thereto;

(c) "aeronautical authorities" means:

(i) in the case of the Kingdom of Morocco, the Ministry in charge of civil aviation; and

(ii) in the case of the Republic of India, the Directorate General of Civil Aviation; or

(iii) in both cases, any person or body authorised to perform functions at present exercisable by the above-mentioned authorities or similar functions;

(d) "air service", "international air service", "airline" and "stop for non-traffic purposes", have the meanings respectively assigned to them in Article 96 of the Convention;

(e) "designated airline" means an airline or airlines designated by one Contracting Party and authorised by the other Contracting Party in accordance with Article 3 of this Agreement;

(f) "Aircraft equipments", "stores", and "spare parts" have the meaning respectively assigned to them in Annex 9 of the Convention;

(g) "specified routes" means routes specified in the Annex to the present Agreement;

(h) "capacity" is the amount(s) of services provided under the agreement, usually measured in the number of flights (frequencies) or seats

or tons of cargo offered in a market (city pair, or country to country) or on a route during a specific period, such as daily weekly, seasonally, or annually.

(i) "tariffs" means the prices to be paid for the carriage of passengers, baggage, cargo and the conditions under which these prices apply, including their agents, the conditions governing the availability of such fare, rate or charge, but excluding remuneration and conditions for the carriage of mail;

(j) "territory" in case of Morocco means the land areas, internal waters, and territorial seas adjacent thereto under the sovereignty of the Kingdom of Morocco, and in case of India it shall have the same meaning as assigned to it in Article 2 of the Convention.

(k) "user charges" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers, baggage and cargo.

(l) "intermodal air transportation" means the public carriage by aircraft and by one or more surface modes of transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire.

For the avoidance of doubt, all references to the singular shall include the plural, and all references to the plural shall include the singular.

## ARTICLE 2 GRANT OF TRAFFIC RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the appropriate section or part of the Annex to this Agreement. Such services and routes shall hereinafter be called "the agreed services" and "the specified routes", respectively.
2. Subject to the provisions of the present Agreement, the designated airline(s) of each Contracting Party, during the conduct of international air services, shall enjoy the following rights:
  - (a) the right to fly across the territory of the other Contracting Party without landing;
  - (b) the right to make stops in the territory of the other Contracting Party for non-traffic purposes;
  - (c) while operating the agreed services, the right 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 in passengers, cargo and mail, separately or in combination; and
  - (d) any rights otherwise specified in this Agreement.
3. The airline(s) of each Contracting Party, other than those designated under Article 3 (Designation and Authorisation) of this Agreement, shall also enjoy the rights specified in subparagraphs (a) and (b) of paragraph 2 of this Article. Such airline(s) shall be required to meet the conditions prescribed under the laws and regulations normally applied to the operation of the international air transport services by the Contracting Party considering the application.
4. Nothing in this Article shall be deemed to confer on the designated airline(s) of one Contracting Party the rights to take on board, in the territory of the other Contracting Party, passengers, their baggage, cargo, or mail destined for another point in the territory of that other Contracting Party.

5. If because of special and unusual circumstances, a designated airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes as is mutually decided by the Contracting Parties.

6. The designated airline(s) of one Contracting Party shall have the right to use airways, airports and other facilities provided by the other Contracting Party on a non-discriminatory basis.

**ARTICLE 3**  
**DESIGNATION AND AUTHORISATION**

1. Each Contracting Party has the right to designate one or more airlines as it desires for the purpose of operating the agreed services on the specified routes, and to withdraw or alter such designations. Such designations shall be transmitted to the other Contracting Party in writing through diplomatic channels and shall specify whether the airline is authorised to conduct the type of air services on the specified routes.

2. On receipt of such a designation, and of application from the designated airline, in the form and manner prescribed for the purpose of obtaining operating authorisation, the other Contracting Party shall grant the appropriate authorisations with minimum procedural delay, provided that:

- (a) substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline, or nationals of that Contracting Party, or both;
- (b) the designated airline is the holder of an air operator certificate or any other equivalent document which is valid in accordance with the laws and regulations of the Contracting Party designating the airline;
- (c) the Contracting Party designating the airline has and maintains effective regulatory control of that airline;
- (d) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party considering the application(s); and
- (e) the Contracting Party designating the airline is maintaining and administering the standards set forth in Article 13 (Air Safety) and Article 14 (Aviation Security).

**ARTICLE 4**  
**WITHHOLDING, REVOCATION, SUSPENSION, OR**  
**LIMITATION OF OPERATING AUTHORISATIONS**

1. Each Contracting Party shall have the right to withhold, revoke, suspend, limit or impose conditions on the operating authorisations 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 Contracting Party, that other Contracting Party's nationals, or both;
- (b) the designated airline does not hold an air operator certificate or any other equivalent document which is valid in accordance with the laws and regulations in force of the Contracting Party designating the airline;
- (c) the Contracting Party designating the airline does not have effective regulatory control of that airline;
- (d) the designated airline has failed to meet any condition prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party considering the application or applications; or
- (e) the designated airline has failed to comply with the provisions set forth in Article 13 (Air Safety) and Article 14 (Aviation Security).

2. Unless immediate measures are essential to prevent further non-compliance with subparagraphs (c), (d) and (e) of paragraph 1 of this Article, the rights established by this Article shall be exercised only after consultations with the Contracting Party designating the airline, in accordance with the provisions set forth in Article 20 (Consultations and Amendments) of the present Agreement.



**ARTICLE 5**  
**FAIR COMPETITION AND OPERATION OF SERVICES**

1. There shall be fair and equal opportunity for the designated airline(s) of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.
2. The capacity to be provided and the frequency of services to be operated by the designated airline(s) of each Contracting Party shall be agreed between both Contracting Parties.
3. Any increase in the capacity to be provided and the frequency of services to be operated by the designated airline(s) of each Contracting Party shall be subject to agreement between both Contracting Parties. Pending such an agreement or settlement, the capacity and frequency entitlements already in force shall prevail.

**ARTICLE 6**  
**APPLICATION OF LAWS AND REGULATIONS**

1. The laws and regulations of one Contracting Party relating to admission to, flight within or departure from its territory of an aircraft of engaged in international air navigation shall 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 entry into, 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, aviation security, currency and health or sanitary measures and postal regulations (in case of mail), shall be complied with by, or on behalf of, such 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 general, in the application of laws and regulations provided for in this Article, neither Contracting Party shall give preference to its own or any other airlines over a designated airline of the other Contracting Party engaged in similar international air services.

**ARTICLE 7  
DIRECT TRANSIT**

Passengers, baggage, and cargo in direct transit through the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose, shall be subject to a simplified control, except for the reasons of aviation security, narcotics control, prohibited items or in special circumstances.

**ARTICLE 8  
USER CHARGES**

1. User charges that may be imposed by the competent charging authorities of each Contracting Party on the designated airline(s) of the other Contracting Party shall be just, reasonable, non-discriminatory, and equitably apportioned among all categories of users. Such user charges shall be assessed on the designated airline(s) of the other Contracting Party on terms not less favourable than the terms available to any other airline at the time the charges are assessed.
2. User charges imposed on the designated airline(s) of the other Contracting Party may reflect, but shall not exceed, the full cost to the competent charging authorities of providing the appropriate airport, environmental, air navigation and aviation security facilities and services at the airport or within the airport system. Such full cost may include a reasonable return on assets, after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis.
3. Each Contracting Party shall encourage consultations between the competent charging authorities in its territory and the designated airline(s) using the services and facilities. Each Contracting Party shall encourage the competent charging authorities and the airlines to exchange such information as may be necessary to permit an accurate and transparent review of the reasonableness of the charges in accordance with the principles stated in paragraphs (1) and (2) of this Article. Each Contracting

Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in the user charges to enable the users to express their views before changes are implemented.

4. Neither Contracting Party shall be held, in dispute resolution procedures pursuant to Article 22 (Settlement of Disputes), to be in breach of a provision of this Article, if:

(i) it has undertaken a review of the charge or practice that is the subject of complaint by the other Contracting Party within a reasonable time; and

(ii) following such a review, it has taken all steps within its power to remedy any charge or practice that is inconsistent with this Article.

## **ARTICLE 9 TARIFFS**

1. The tariffs in respect of the agreed services operated by the designated airline(s) of each Contracting Party shall be established by each designated airline based upon its commercial considerations in the market place at reasonable levels, due regard being paid to all relevant factors, including the cost of operation and reasonable profit.
2. The tariffs established under paragraph (1) shall not be required to be filed by the designated airline(s) of one Contracting Party with the aeronautical authorities of the other Contracting Party.
3. Notwithstanding the foregoing, each Contracting Party shall have the right to intervene so as to:
  - (a) prevent tariffs whose application constitutes anti-competitive behavior which has or is likely to or intended to have the effect of crippling a competitor or excluding a competitor from a route;
  - (b) protect consumers from tariffs that are excessive or restrictive due to the abuse of a dominant position; and
  - (c) protect airlines from tariffs that are predatory or artificially low.
4. For the purposes set out in paragraph (3) of this Article, the aeronautical authorities of one Contracting Party may require the designated airline(s) of the other Contracting Party to provide information relating to the establishment of the tariffs.
5. If one Contracting Party believes that the tariff charged by designated airline(s) of the other Contracting Party is inconsistent with the considerations set forth in paragraph (3) of this Article, it shall notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible and request consultations which shall be held not later than 30 days after receipt of the request. If the Contracting Parties reach an agreement with respect to the tariff for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. In the absence of such an agreement, the previously existing tariff shall continue to be in effect.

**ARTICLE 10**  
**APPROVAL OF SCHEDULES**

1. The aeronautical authorities of each Contracting Party may require the designated airline(s) of the other Contracting Party to file for their consideration and approval, at least 30 days prior to the inauguration of the agreed services, flight schedules containing the information pertaining to the type of service and its frequency, the type of aircraft to be used and the flight timings at each point. Similar information shall also be provided at least 30 days in advance for each IATA traffic season and also as and when any changes are to be introduced regarding operation of the agreed services.

2. The designated airline(s) of each Contracting Party shall also furnish any other information as may be required to satisfy the aeronautical authorities of the other Contracting Party that the requirements of this Agreement are being duly observed.

**ARTICLE 11**  
**EXCHANGE OF STATISTICS**

1. The aeronautical authorities of each Contracting Party shall provide or cause its designated airline(s) to provide to the aeronautical authorities of the other Contracting Party, information relating to the traffic carried during each month on the agreed services showing the points of embarkation and disembarkation of such traffic. Such statistics shall be furnished as soon as possible after the end of each month, but not later than 30 days following the month to which they relate.

2. The aeronautical authorities of each Contracting Party shall, on request, provide or cause its designated airline(s) to provide to the aeronautical authorities of the other Contracting Party statistics relating to true origin and destination of traffic carried to and from the territory of that other Contracting Party.

**ARTICLE 12**  
**RECOGNITION OF CERTIFICATES AND LICENCES**

1. Certificates of airworthiness, 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 agreed services, provided that the requirements under which such certificates and licences are issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.
  
2. Each Contracting Party reserves the right, however, to refuse to recognise as valid, for the purpose of flights above or landing within its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

**ARTICLE 13**  
**AIR SAFETY**

1. Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in respect of an airline designated by the other Contracting Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request or any longer period as may be agreed between the Contracting Parties.

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 of this Article that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and of the steps considered necessary to conform with those minimum standards established at that time pursuant to the Convention, and the other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within thirty (30) days or such longer period as may be agreed, shall be grounds to suspend or limit the operating authorisation of airlines designated by the other Contracting Party.

3. Pursuant to Article 16 of the Convention, it is agreed that any aircraft operated by or on behalf of the airline(s) of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives rise to:

- (a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or



(b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention;

the Contracting Party carrying out the ramp inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline(s) of one Contracting Party in accordance with paragraph 3 of this Article is denied by the representatives of that airline(s), the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 of this Article arise and draw the conclusions referred in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

7. Any action by one Contracting Party in accordance with paragraphs 2 or 6 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

## ARTICLE 14 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, its supplementary 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 Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991 as well as with any other convention and protocol relating to the security of civil aviation to which both Contracting Parties 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 Organization and designated as Annexes to the Convention. Each Contracting Party shall require that operators of aircraft of their registry, or operators of aircraft who have their principal place of business or permanent residence in its territory, and the operators of airports in its territory, act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that such operators of aircraft shall be required to observe the aviation security provisions referred to in paragraph 3 of this Article required by the other Contracting Party for entry into, departure from, or while within, the territory of that 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 or 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.

6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, that Contracting Party may request immediate consultations with the other Contracting Party. Without prejudice to Article 4 (Withholding, Revocation, Suspension or Limitation of Operating Authorisations) of this Agreement, failure to reach a satisfactory agreement within fifteen (15) days from the date of such request will constitute grounds to withhold, revoke, suspend, limit or impose conditions on the operating authorisation of the designated airline(s) of that Contracting Party.

7. When required by an immediate and extraordinary threat, a Contracting Party may take interim action prior to the expiry of fifteen (15) days.

8. Any action taken in accordance with the paragraph 6 or 7 above shall be discontinued upon compliance by the other Contracting Party with the provisions of this Article.

**ARTICLE 15**  
**EXEMPTION FROM CUSTOMS DUTIES AND OTHER TAXES**

1. Each Contracting Party shall, on the principle of reciprocity, exempt the designated airline(s) of the other Contracting Party to the fullest extent possible under its national law from customs duties, excise taxes, inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores (including but not limited to such items of food, beverages and liquor, tobacco and other products destined for sale or to be used solely in connection with the operation or servicing of aircraft) and other items such as printed ticket stock, airway bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charge by the designated airline(s).

2. The exemptions under this Article shall be granted only if the items referred to in paragraph 1 are –

- (a) introduced into the territory of one Contracting Party by or on behalf of the designated airline(s) of the other Contracting Party;
- (b) retained on board aircraft of the designated airline(s) of one Contracting Party upon arrival in or leaving the territory of the other Contracting Party; or
- (c) taken on board aircraft of the designated airline(s) of one Contracting Party in the territory of the other Contracting Party for use in operating the agreed services.

3. The exemptions under this Article shall apply regardless of the fact whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption, provided the ownership of such items is not transferred in the territory of the said Contracting Party.

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 normally retained on board the 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 Contracting Party. In such a case, they may be placed under supervision of the said authorities upto such time as they are re-exported or otherwise disposed of in accordance with the customs regulations.

## **ARTICLE 16 COMMERCIAL ACTIVITIES**

1. Subject to the laws and regulations as well as domestic tax laws of the other Contracting Party or applicable Double Taxation Avoidance Agreement, the airline(s) of each Contracting Party shall have the right:

- (a) in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, to bring in and maintain in the territory of the other Contracting Party managerial, sale, technical, operational and other specialist staff, office equipment and other related equipment and promotional materials required for the provision of international air services and other ancillary products and facilities;
- (b) at the discretion of the airline(s), to use the services of personnel of any other organization, company or airline operating in the territory of the other Contracting Party and authorized to perform such services in the territory of such other Contracting Party;
- (c) to establish offices in the territory of the other Contracting Party for the purposes of provision, promotion and sale of air services and other ancillary products and facilities required for the provision of air services;
- (d) to sell and market international air services and related ancillary products, services and facilities in the territory of that other Contracting Party, directly and, at its discretion, through its agents or other intermediaries. For this purpose, the airline(s) shall have the right to use their own transportation documents and any person shall be free to purchase such transportation and its ancillary products, services and facilities in the local currency or in freely convertible currencies of other countries;

(e) to convert and remit freely in any convertible currency, on demand, local revenues earned in excess of sums locally disbursed by such airline(s) in connection with the sale of air transportation and other ancillary products, services and facilities as well as interest earned on such revenues (including interest earned on deposits awaiting transfer). Conversion and remittance shall be permitted promptly at the rate of exchange applicable to current transactions and remittance on the date the carrier makes the initial application for remittance; and

(f) to pay for local expenses, including purchases of fuel, in the territory of the other Contracting Party in local currency. At their discretion, the airline(s) of each Contracting Party may pay for such expenses in the territory of the other Contracting Party in freely convertible currencies according to local currency regulations of the other Contracting Party.

2. If one Contracting Party imposes any restrictions on the rights of the airline(s) of the other Contracting Party, similar restrictions may be imposed by the other Contracting Party on the airline(s) of the first Contracting Party.

**ARTICLE 17**  
**CO-OPERATIVE MARKETING ARRANGEMENTS**

1. While operating or holding out the agreed services on the specified routes, the designated airline(s) of each Contracting Party may enter into co-operative marketing arrangements, such as code-share, block space or any other joint venture arrangement, with –

- (a) the designated airline(s) of the same Contracting Party; or
- (b) the designated airline(s) of the other Contracting Party; or
- (c) the designated airline(s) of a third country.

2. The designated airline(s) of either Contracting Party may also enter into cooperative marketing arrangements with the designated airline(s) of the other Contracting Party, between the points of call as well as between a point of call and any other point(s) additionally agreed for this purpose for the designated airline(s) of the first Contracting Party within the territory of the other Contracting Party (domestic code share), for the carriage of through international traffic, without exercising cabotage rights.

3. The operating airline(s) involved in the co-operative marketing arrangements shall hold the underlying traffic rights including the route rights and the capacity entitlements and meet the requirements normally applied to such arrangements.

4. All marketing airline(s) involved in the co-operating arrangements shall hold the underlying route rights and meet the requirements normally applied to such arrangements.

5. The total capacity operated by the air services performed under such arrangements shall be counted only against the capacity entitlement of the Contracting Party designating the operating airline(s). The capacity offered by the marketing airline(s) on such services shall not be counted against the capacity entitlement of the Contracting Party designating that airline.

6. The designated airline(s) of either Contracting Party shall be allowed to transfer traffic between aircraft involved in the code share operations without restriction as to number, size and type of aircraft.

7. In addition to the operating airline(s), the aeronautical authorities of each Contracting Party may require the marketing airline(s) to file

schedules for approval and also provide any other documents before commencement of air services under the co-operative marketing arrangements.

8. When holding out services for sale under such arrangements, the concerned airline or its agent shall make it clear to the purchaser at the point of sale as to which airline shall be the operating airline on each sector of the service and with which airline(s) the purchaser is entering into a contractual relationship.

9. Before providing code sharing services, the code sharing partners shall agree as to which code share partner shall be responsible for security, safety, facilitation, liability and other consumer related matters. Such an agreement shall be filed with the aeronautical authorities of both Contracting Parties before implementation of the code-share arrangements.



## **ARTICLE 18 LEASING**

1. The use of leased aircraft by the designated airline(s) of one Contracting Party for the operation of the agreed services shall be in accordance with the national laws and regulations of the other Contracting Party.
2. Either Contracting Party may prevent the use of leased aircraft for services under this Agreement which does not comply with Article 13 (Air Safety) and Article 14 (Aviation Security) of this Agreement.

## **ARTICLE 19 INTERMODAL SERVICES**

The designated airline(s) of each Contracting Party shall be permitted to employ, in connection with air transport of passengers and cargo, any intermodal transport to or from any point in the territory of the other Contracting Party or to third countries. Such airline(s) may elect to perform their own intermodal transport ( in accordance with local laws) or to provide it through arrangements, including code share, with other carriers. The intermodal services may be offered as a through service and at a single price for the air and intermodal transport combined, provided that passengers and shippers are informed as to the providers of such transportation.

**ARTICLE 20**  
**CONSULTATIONS AND AMENDMENTS**

1. In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult with each other 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 amendment to this Agreement or the Annex.
2. Either Contracting Party may request consultations, which may be through discussions or by correspondence. Unless otherwise agreed by both Contracting Parties, consultations shall begin within a period of thirty (30) days from the date the other Contracting Party receives a written request.
3. This Agreement may be amended by written agreement of the Contracting Parties.
4. Any amendment so agreed shall enter into force in accordance with the provisions of Article 25 of this Agreement.
5. Notwithstanding paragraph (4), the Contracting Parties agree to give immediate effect to an amendment to the Annex to this Agreement.

**ARTICLE 21**  
**MULTILATERAL AGREEMENTS**

1. In implementing this Agreement, the Contracting Parties shall act in conformity with the provisions of the Convention in-so-far as those provisions are applicable to international air services.

2. After entry into force of this Agreement, if both Contracting Parties become party to a multilateral agreement that addresses matters covered by this Agreement, either Contracting Party may request consultations to determine whether this Agreement should be revised to take into account the multilateral agreement.

**ARTICLE 22**  
**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 consultation and negotiations.

2. If a settlement cannot be reached by the aforementioned methods, the dispute may be referred, by agreement of the Contracting Parties, to some person or body for decision. If the Contracting Parties do not so agree, the dispute may, at the request of either Contracting Party, be submitted for decision to a tribunal (hereinafter called the "Arbitration Tribunal") consisting of three arbitrators, one to be appointed by each Contracting Party and the third to be agreed upon by the two so appointed. The third such arbitrator shall not be a national of either Contracting Party and shall act as president of the Arbitration Tribunal.

3. Each of the Contracting Parties shall appoint an arbitrator within a period of thirty (30) days from the date of receipt by either Contracting Party from the other Contracting Party of a notice through the diplomatic channel requesting arbitration of the dispute by the Arbitration Tribunal and the third arbitrator shall be appointed within a further period of 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 Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. If the President is of the same nationality as one of the Contracting Parties, the most senior Vice-President who is not disqualified on that ground shall make the appointment.

4. Except as otherwise agreed, the Arbitral Tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall determine its own procedure.

5. The Arbitration Tribunal, once formed, may recommend interim relief measures pending its final determination. At the direction of the Arbitration Tribunal or at the request of either of the Contracting Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than 15 days after the tribunal is fully constituted.

6. Except as otherwise agreed or as directed by the Arbitration Tribunal, each Contracting Party shall submit a memorandum within forty-five (45) days of the time the Arbitration Tribunal is fully constituted. Replies shall be due Sixty (60) days later. The Arbitration Tribunal shall hold a hearing at the request of either Contracting Party or on its own initiative within Fifteen (15) days after replies are due.

7. The Arbitration Tribunal shall attempt to render a written decision within 30 days after completion of the hearing or, if no hearing is held, after the date both replies are submitted. The decision of the majority of the Arbitration Tribunal shall prevail.

8. Either Contracting Party may make a request for clarification on the decision within 15 days after it has been rendered and the clarification shall be issued within 15 days of such request.

9. The Contracting Parties shall bear in equal proportion the cost of arbitration, including the expenses of the Arbitration Tribunal and the arbitrators. Any expenses incurred by the President of the Council of the International Civil Aviation Organization in connection with the procedure set out in paragraph (3) of this Article shall be considered to be part of the expenses of the Arbitral Tribunal.

10. The Contracting Parties, to the extent consistent with their national laws, shall comply with the decision(s) of the Arbitration Tribunal.

**ARTICLE 23**  
**TERMINATION OF AGREEMENT**

Either Contracting Party may at any time give notice in writing, 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, or after any shorter period of time as may be agreed by both Contracting Parties, 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, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

**ARTICLE 24**  
**REGISTRATION OF AGREEMENT**

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

**ARTICLE 25**  
**ENTRY INTO FORCE**

This Agreement shall enter into force on the date of the later note in an exchange of diplomatic notes between the Contracting Parties confirming that their respective constitutional procedures for the entry into force of this Agreement have been completed.

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

Done at New Delhi, this 19<sup>th</sup> Day of September in the Year 2018 in duplicate original copies in the English, Hindi and Arabic languages, all texts being equally authentic.

In case of divergence of interpretation, the English text shall prevail.

**FOR THE GOVERNMENT OF  
THE REPUBLIC OF INDIA**

  
**(SURESH PRABHU)**

*Minister for Civil Aviation,  
Commerce and Industry*

**FOR THE GOVERNMENT OF  
THE KINGDOM OF MOROCCO**

  
**(MOHAMMED SAJID)**

*Minister for Air Transport,  
Tourism, Handicrafts and  
Social Economy*

## ANNEX

### Route Schedule

#### Section I

For the airlines designated by the Government of the Republic of India:

Points of Origin	Intermediate Points	Points in Morocco	Beyond Points
Points in India	Nil	Casablanca, Rabat, Marrakech, Agadir, Tangier and Fez	Nil

#### Section II

For the airlines designated by the Government of the Kingdom of Morocco:

Points of Origin	Intermediate Points	Points in India	Beyond Points
Points in Morocco	Nil	New Delhi, Mumbai, Kolkata, Chennai, Bengaluru and Hyderabad	Nil

#### Section III

1. Points mentioned in Section I and Section II need not necessarily be served in the order named.
2. Any intermediate and/or beyond points may be served by the designated airline(s) of either Contracting Party without the exercise of 5<sup>th</sup> freedom traffic rights.
3. The exercise of 5<sup>th</sup> freedom traffic rights by the designated airline(s) of either Contracting Party shall be subject to agreement between the Contracting Parties.



4. Two or more points in the territory of one Contracting Party shall not be served on the same flight by the designated airline(s) of the other Contracting Party.
5. The designated airlines of either Contracting Parties may offer code share services (including domestic code share) to/from/within the points of call available under their respective Route Schedule. Further, the Contracting Parties may reach an agreement, from time to time, to allow domestic code share operations to additional points in their respective territories.