



European Communities No. 1 (2008)

Euro-Mediterranean

Aviation Agreement between the European Community and its Member States, of the one part and the Kingdom of Morocco, of the other part

Brussels, 12 December 2006

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
May 2008*

Cm 7380

£9.25



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THE REPUBLIC OF AUSTRIA,
THE REPUBLIC OF POLAND,
THE PORTUGUESE REPUBLIC,
THE REPUBLIC OF SLOVENIA,
THE SLOVAK REPUBLIC,
THE REPUBLIC OF FINLAND,
THE KINGDOM OF SWEDEN,

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

Contracting Parties to the Treaty establishing the European Community, hereinafter referred to as the "Member States", and

THE EUROPEAN COMMUNITY, hereinafter referred to as "the Community",

of the one part, and

THE KINGDOM OF MOROCCO, hereinafter referred to as "Morocco",

of the other part,

DESIRING to promote an international aviation system based on fair competition among air carriers in the marketplace with minimum government interference and regulation;

DESIRING to facilitate the expansion of international air transport opportunities, including through the development of air transport networks to meet the needs of passengers and shippers for convenient air transport services;

DESIRING to make it possible for air carriers to offer the travelling and shipping public competitive prices and services in open markets;

DESIRING to have all sectors of the air transport industry, including air carrier workers, benefit in a liberalised agreement;

DESIRING to ensure the highest degree of safety and security in international air transport and reaffirming their grave concern with regard to acts or threats against the security of aircraft, which jeopardise the safety of persons or property, adversely affect the operation of air transport and undermine public confidence in the safety of civil aviation;

NOTING the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944¹;

DESIRING to ensure a level playing field for air carriers;

RECOGNISING that government subsidies may adversely affect air carrier competition and may jeopardise the basic objectives of this Agreement;

AFFIRMING the importance of protecting the environment in developing and implementing international aviation policy and recognising the rights of sovereign States to take appropriate measures to this effect;

¹ Treaty Series 008 (1953), Cmd 8742

NOTING the importance of protecting consumers, including the protections afforded by the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal 28 May 1999¹, insofar as both the Contracting Parties are parties to this Convention;

INTENDING to build upon the framework of existing air transport agreements with the goal of opening access to markets and maximising benefits for the consumers, air carriers, labour, and communities of both Contracting Parties;

CONSIDERING that an agreement between the European Community and its Member States, of the one part, and Morocco, of the other part, can constitute a reference in Euro-Mediterranean aviation relations in order fully to promote the benefits of liberalisation in this crucial economic sector;

NOTING that the purpose of such an agreement is that it be applied in a progressive but integral way, and that a suitable mechanism can ensure ever closer harmonisation with Community legislation,

HAVE AGREED AS FOLLOWS:

ARTICLE 1

Definitions

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

- 1) the terms "agreed service" and "specified route" mean international air transport pursuant to Article 2 of, and Annex I to, this Agreement;
- 2) "Agreement" means this Agreement, its Annexes, and any amendments thereto;
- 3) "air transport" means the carriage by aircraft of passengers, baggage, cargo, and mail, separately or in combination, held out to the public for remuneration or hire, which, for the avoidance of doubt, shall include scheduled and non-scheduled (charter) air transport, and full cargo services;
- 4) "Association Agreement" means the Euro-Mediterranean Agreement establishing an association between the European Communities and their Member States, of the one part, and the Kingdom of Morocco, of the other part, done at Brussels on 26 February 1996²;
- 5) "Community operating licence" means an operating licence in relation to air carriers established in the European Community granted and maintained in accordance with Council Regulation (EEC) No 2407/92 of 23 July 1992 on

¹ Treaty Series 044 (2004), Cm 6369

² Treaty Series 068 (2000), Cm 4725

licensing of air carriers;

- 6) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes:
 - (a) any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by both Morocco and the Member State or Member States of the European Community, and
 - (b) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both Morocco and the Member State or Member States of the European Community as is relevant to the issue in question;
- 7) "full cost" means the cost of providing service plus a reasonable charge for administrative overhead and where relevant any applicable charges aimed at reflecting environmental costs and applied without distinction as to nationality;
- 8) "Contracting Parties" shall mean, on the one hand, the Community or its Member States, or the Community and its Member States, in accordance with their respective powers, and, on the other hand, Morocco;
- 9) "national" means any person or entity having Moroccan nationality for the Moroccan Party, or the nationality of a Member State for the European Party, insofar as, in the case of a legal entity, it is at all times under the effective control, be it directly or by majority participation, of persons or entities having Moroccan nationality for the Moroccan Party, or persons or entities having the nationality of a Member State or one of the third countries identified in Annex V for the European Party;
- 10) "subsidies": any financial contribution granted by the authorities or a regional organisation or another public organisation, i.e. when:
 - (a) a practice of a government or regional body or other public organisation involves a direct transfer of funds such as grants, loans or equity infusion, potential direct transfer of funds to the company or the assumption of liabilities of the company such as loan guarantees;
 - (b) revenue of a government or regional body or other public organisation that is otherwise due is foregone or not collected;
 - (c) a government or regional body or other public organisation provides goods or services other than general infrastructure, or purchases goods or services; or
 - (d) a government or regional body or other public organisation makes payments to a funding mechanism or entrusts or directs a private body

to carry out one or more of the type of functions illustrated under (a), (b) and (c) which would normally be vested in the government and, in practice, in no real sense differs from practices normally followed by governments;

and where a benefit is thereby conferred.

- 11) "international air transport" means air transport that passes through the airspace over the territory of at least two States;
- 12) "price" means tariffs applied by air carriers or their agents for the carriage of passengers, baggage and/or cargo (excluding mail) in air transport, including, where applicable, the surface transportation in connection with international air transport, and the conditions to which their application is subjected;
- 13) "user charge" means a charge imposed on airlines for the provision of airport, airport environmental, air navigation, or aviation security facilities or services including related services and facilities;
- 14) "SESAR" means the technical implementation of the Single European Sky which provides a coordinated, synchronised research, development and deployment of the new generations of air traffic management systems;
- 15) "territory" means, for Morocco, the land areas (mainland and islands), internal waters and territorial sea under its sovereignty or jurisdiction, and, for the European Community, the land areas (mainland and islands), internal waters and territorial sea in which the Treaty establishing the European Community is applied and under the conditions laid down in that Treaty and any successor instrument. The application of this Agreement to Gibraltar airport is understood to be without prejudice to the respective legal positions of the Kingdom of Spain and the United Kingdom with regard to their dispute over sovereignty over the territory in which the airport is situated and to the continuing suspension of Gibraltar Airport from EU Aviation measures existing as at 18 September 2006 as between Member States in accordance with the terms of the Ministerial Statement on Gibraltar Airport agreed in Cordoba on 18 September 2006; and
- 16) "competent authorities" means the government agencies or entities identified in Annex III. Any amendments to national law with respect to the status of the competent authorities shall be notified by the Contracting Party concerned to the other Contracting Party.

TITLE I
ECONOMIC PROVISIONS

ARTICLE 2

Traffic Rights

1. Each Party shall grant to the other Party, except as otherwise specified in Annex I, the following rights for the conduct of international air transport by the air carriers of the other Party:

- (a) the right to fly across its territory without landing;
- (b) the right to make stops in its territory for any purpose other than taking on or discharging passengers, baggage, cargo and/or mail in air transport (non-traffic purposes);
- (c) while operating an agreed service on a specified route, the right to make stops in its territory for the purpose of taking up and discharging international traffic in passengers, cargo and/or mail, separately or in combination; and
- (d) the rights otherwise specified in this Agreement.

2. Nothing in this Agreement shall be deemed to confer on the air carriers of:

- (a) Morocco the right to take on board, in the territory of any Member State, passengers, baggage, cargo, and/or mail carried for compensation and destined for another point in the territory of that Member State;
- (b) the European Community the right to take on board, in the territory of Morocco, passengers, baggage, cargo, and/or mail carried for compensation and destined for another point in the territory of Morocco.

ARTICLE 3

Authorisation

On receipt of applications for operating authorisation from an air carrier of one of the Contracting Parties, the competent authorities of the other Party shall grant appropriate authorisations with minimum procedural delay, provided that:

- (a) for an air carrier of Morocco:

- the air carrier has its principal place of business and, if any, its registered office in Morocco, and received its licence, and any other corresponding document in accordance with the law of the Kingdom of Morocco;
 - effective regulatory control of the air carrier is exercised and maintained by the Kingdom of Morocco; and
 - the air carrier is owned and continues to be owned, directly or by majority participation, by Morocco and/or by nationals of Morocco and that it is always effectively controlled by Morocco and/or by nationals of Morocco, or it is owned and continues to be owned, directly or by majority participation by the Member States and/or nationals of Member States, and it is always effectively controlled by the Member States and or nationals of Member States;
- (b) for an air carrier of the European Community:
- the air carrier has its principal place of business and, if any, its registered office in the territory of a Member State under the Treaty establishing the European Community, and has received a Community operating licence; and
 - effective regulatory control of the air carrier is exercised and maintained by the Member State responsible for issuing its Air Operators Certificate and the relevant Aeronautical Authority is clearly identified;
 - the air carrier is owned and continues to be owned, directly or by majority participation, by Member States and/or by nationals of the Member States, or by other States listed in Annex V, and/or of the nationals of these other States;
- (c) the air carrier meets the conditions prescribed under the laws and regulations normally applied by the authority competent for the operation of international air transport; and
- (d) the provisions set forth in Article 14 (Aviation Safety) and Article 15 (Aviation Security) are being maintained and administered.

ARTICLE 4

Revocation of Authorisation

1. The competent authorities of either Contracting Party may revoke, suspend or limit the operating authorisations or otherwise suspend or limit the operations of an

air carrier of the other Contracting Party where:

- (a) for an air carrier of Morocco:
 - the air carrier does not have its principal place of business or, if any, its registered office in Morocco, or has not received its operating licence and any other corresponding document in accordance with the applicable law of Morocco;
 - effective regulatory control of the air carrier is not exercised and maintained by Morocco; or
 - the air carrier is not owned and effectively controlled, directly or by majority participation, by Morocco and/or nationals of Morocco or by Member States and/or nationals of Member States;
- (b) for an air carrier of the European Community:
 - the air carrier does not have its principal place of business or, if any, its registered office in the territory of a Member State under the Treaty establishing the European Community, or has not received a Community operating licence;
 - effective regulatory control of the air carrier is not exercised and maintained by the Member State responsible for issuing its Air Operators Certificate or the competent aeronautical authority is not clearly identified; or
 - the air carrier is not owned and effectively controlled, directly or by majority participation, by Member States and/or nationals of Member States, or by the other States listed in Annex V, and/or nationals of these other States;
- (c) the air carrier has failed to comply with the laws and regulations referred to in Article 6 (Application of Laws) of this Agreement; or
- (d) the provisions set forth in Article 14 (Aviation Safety) and Article 15 (Aviation Security) are not being maintained or administered.

2. Unless immediate action is essential to prevent further non-compliance with points (c) or (d) of paragraph 1, the rights established by this Article shall be exercised only after consultation with the competent authorities of the other Contracting Party.

ARTICLE 5

Investment

The majority ownership or the effective control of an air carrier of Morocco by Member States or their nationals, or of an air carrier of the European Community by Morocco or its nationals, shall be subject to a preliminary decision of the Joint Committee established by this Agreement.

This decision shall specify the conditions associated with the operation of the agreed services under this Agreement and with the services between third countries and the Contracting Parties. The provisions of Article 22(9) of this Agreement shall not apply to this type of decisions.

ARTICLE 6

Compliance with laws and regulations

1. While entering, within, or leaving the territory of one Contracting Party, the laws and regulations applicable within that territory relating to the admission to or departure from its territory of aircraft engaged in international air transport, or to the operation and navigation of aircraft shall be complied with by the other Contracting Party's air carriers.

2. While entering, within, or leaving the territory of one Contracting Party, the laws and regulations applicable within that territory relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers, crew or cargo of the other Contracting Party's air carriers.

ARTICLE 7

Competition

Within the scope of this Agreement, the provisions of Chapter II ("Competition and other Economic Provisions") of Title IV of the Association Agreement shall apply, except where more specific rules are contained in this Agreement.

ARTICLE 8

Subsidies

1. The Contracting Parties recognise that public subsidies to air carriers distort

or threaten to distort competition by favouring certain undertakings in the provision of air transport services, that they jeopardise the basic objectives of the Agreement and that they are incompatible with the principle of an open aviation area.

2. When a Contracting Party deems it essential to grant public subsidies to an air carrier operating under this Agreement in order to achieve a legitimate objective, it shall see to it that such subsidies are proportionate to the objective, transparent and designed to minimise, to the extent feasible, their adverse impact on the air carriers of the other Contracting Party. The Contracting Party intending to grant any such subsidy shall inform the other Contracting Party of its intention and shall make sure that such subsidy is consistent with the criteria laid down in this Agreement.

3. If one Contracting Party believes that a subsidy provided by the other Contracting Party, or, as the case may be, by a public or governmental body of a country other than the Contracting Parties, is inconsistent with the criteria laid down in paragraph 2, it may request a meeting of the Joint Committee, as provided in Article 22 to consider the issue and develop appropriate responses to concerns found to be legitimate.

4. When a dispute can not be settled by the Joint Committee, the Contracting Parties retain the possibility of applying their respective anti-subsidy measures.

5. The provisions of this Article shall apply without prejudice to the Contracting Parties' laws and regulations regarding essential air services and public service obligations in the territories of the Contracting Parties.

ARTICLE 9

Commercial opportunities

1. The air carriers of each Contracting Party shall have the right to establish offices in the territory of the other Contracting Party for the promotion and sale of air transport and related activities.

2. The air carriers of each Contracting Party shall be entitled, 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, sales, technical, operational, and other specialist staff who are required to support the provision of air transport.

3. (a) Without prejudice to point (b) below, each air carrier shall have in relation to groundhandling in the territory of the other Contracting Party:
- (i) the right to perform its own groundhandling ("self-handling") or, at its option

(ii) the right to select among competing suppliers that provide groundhandling services in whole or in part where such suppliers are allowed market access on the basis of the laws and regulations of each Contracting Party, and where such suppliers are present in the market.

(b) For the following categories of groundhandling services i.e. baggage handling, ramp handling, fuel and oil handling, freight and mail handling as regards the physical handling of freight and mail between the air terminal and the aircraft, the rights under point (a)(i) and (ii) shall be subject only to specific constraints according to the laws and regulations applicable in the territory of the other Party. Where such constraints preclude self-handling and where there is no effective competition between suppliers that provide groundhandling services, all such services shall be available on both an equal and an adequate basis to all air carriers; prices of such services shall not exceed their full cost including a reasonable return on assets, after depreciation.

4. Any air carrier of each Contracting Party may engage in the sale of air transport in the territory of the other Contracting Party directly and/or, at the air carrier's discretion, through its sales agents or other intermediaries appointed by the air carrier. Each air carrier shall have the right to sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies.

5. Each air carrier shall have the right to convert and remit from the territory of the other Contracting Party to its home territory and, except where inconsistent with generally applicable law or regulation, to the country or countries of its choice, on demand, local revenues. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof at the rate of exchange applicable to current transactions and remittance on the date the carrier makes the initial application for remittance.

6. The air carriers of each Contracting Party shall be permitted to pay for local expenses, including purchases of fuel, in the territory of the other Contracting Party in local currency. At their discretion, the air carriers of each Party may pay for such expenses in the territory of the other Party in freely convertible currencies according to local currency regulation.

7. In operating or holding out services under the Agreement, any air carrier of a Contracting Party may enter into cooperative marketing arrangements, such as blocked-space agreements or code-sharing arrangements, with:

- (a) any air carrier or carriers of the Contracting Parties; and
- (b) any air carrier or carriers of a third country; and
- (c) any surface, land or maritime carriers;

provided that (i) all participants in such arrangements hold the appropriate authority and (ii) the arrangements meet the requirements relating to safety and competition normally applied to such arrangements. In respect of passenger transport sold involving code-shares, the purchaser shall be informed at the point of sale, or in any case before boarding, which transportation providers will operate each sector of the service.

8. (a) In relation to the transport of passengers, surface transportation providers shall not be subject to laws and regulations governing air transport on the sole basis that such surface transportation is held out by an air carrier under its own name. Surface transportation providers have the discretion to decide whether to enter into cooperative arrangements. In deciding on any particular arrangement, surface transportation providers may consider, among other things, consumer interests and technical, economic, space, and capacity constraints.
- (b) Moreover, and notwithstanding any other provision of this Agreement, air carriers and indirect providers of cargo transportation of the Contracting Parties shall be permitted, without restriction, to employ in connection with international air transport any surface transportation for cargo to or from any points in the territories of Morocco and the European Community, or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right[s] to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. Air carriers may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other air carriers and indirect providers of cargo air transport. Such intermodal cargo services may be offered at a single, through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation.

ARTICLE 10

Customs duties and charges

1. On arriving in the territory of one Contracting Party, aircraft operated in international air transport by the air carriers of the other Contracting Party, their regular equipment, fuel, lubricants, consumable technical supplies, ground equipment, spare parts (including engines), aircraft stores (including but not limited to such items of food, beverages and liquor, tobacco and other products destined for sale to or use by passengers in limited quantities during flight), and other items intended for or used solely in connection with the operation or servicing of aircraft engaged in international air transport shall be exempt, on the basis of reciprocity, from all import restrictions, property taxes and capital levies, customs duties,

excise taxes, and similar fees and charges that are (a) imposed by the national or local authorities or the European Community, and (b) not based on the cost of services provided, provided that such equipment and supplies remain on board the aircraft.

2. There shall also be exempt, on the basis of reciprocity, from the taxes, levies, duties, fees and charges referred to in paragraph 1 of this Article, with the exception of charges based on the cost of the service provided:

- (a) aircraft stores introduced into or supplied in the territory of a Contracting Party and taken on board, within reasonable limits, for use on outbound aircraft of an air carrier of the other Party engaged in international air transport, even when these stores are to be used on a part of the journey performed over the said territory;
- (b) ground equipment and spare parts (including engines) introduced into the territory of a Contracting Party for the servicing, maintenance, or repair of aircraft of an air carrier of the other Contracting Party used in international air transport;
- (c) lubricants and consumable technical supplies introduced into or supplied in the territory of a Contracting Party for use in an aircraft of an air carrier of the other Contracting Party engaged in international air transport, even when these supplies are to be used on a part of the journey performed over the said territory;
- (d) printed matter, as provided for by the customs legislation of each Contracting Party, introduced into or supplied in the territory of one Contracting Party and taken on board for use on outbound aircraft of an air carrier of the other Contracting Party engaged in international air transport, even when these stores are to be used on a part of the journey performed over the said territory; and
- (e) safety and security equipment for use at airports or cargo terminals.

3. This Agreement does not exempt fuel supplied by a Contracting Party to air carriers within its territory from taxes, levies, duties, fees, and charges similar to those referred to in paragraph 1. While entering, within, or leaving the territory of one Contracting Party, its laws and regulations relating to the sale, supply, and use of aircraft fuel shall be complied with by the other Contracting Party's air carriers.

4. Equipment and supplies referred to in paragraphs 1 and 2 of this Article may be required to be kept under the supervision or control of the appropriate authorities.

5. The exemptions provided by this Article shall also be available where the air carriers of one Contracting Party have contracted with another air carrier, which similarly enjoys such exemptions from the other Contracting Party, for the loan or

transfer in the territory of the other Party of the items specified in paragraphs 1 and 2.

6. Nothing in this Agreement shall prevent either Contracting Party from imposing taxes, levies, duties, fees or charges on goods sold other than for consumption on board to passengers during a sector of an air service between two points within its territory at which embarkation or disembarkation is permitted.

ARTICLE 11

User Charges

1. Each Contracting Party shall undertake not to impose on the air carriers of the other Contracting Party user charges higher than those imposed on its own air carriers operating similar international air services.

2. Increased or new charges should only follow adequate consultation between the competent charging authorities and the air carriers of each Contracting Party. Reasonable notice of any proposals for changes in user charges should be given to users to enable them to express their views before changes are made. The Contracting Parties shall also encourage the exchange of such information as may be necessary to permit an accurate assessment of the reasonableness of, justification for and apportionment of the charges in accordance with the principles set out above.

ARTICLE 12

Pricing

Prices for air transport services operated pursuant to this Agreement shall be established freely and shall not be subject to approval, but they may be required to be filed for information purposes only. Prices to be charged for carriage wholly within the European Community shall be subject to European Community law.

ARTICLE 13

Statistics

The competent authorities of either Contracting Party shall supply the competent authorities of the other Contracting Party, at their request, with the information and statistics related to the traffic carried by the air carriers authorised by one Contracting Party on the agreed services to or from the territory of the other Contracting Party in the same form as they have been prepared and submitted by the authorised air carriers to their national competent authorities. Any additional statistical data related to traffic which the competent authorities of one Contracting

Party may request from the authorities of the other Contracting Party shall be subject to discussions by the Joint Committee, at the request of either Contracting Party.

TITLE II

REGULATORY COOPERATION

ARTICLE 14

Aviation safety

1. The Contracting Parties shall act in conformity with the provisions of the Community's aviation safety legislation specified in Annex VI.A, under the conditions set out hereafter.
2. The Contracting Parties shall ensure that aircraft registered in one Contracting Party suspected of non-compliance with international aviation safety standards established pursuant to the Convention landing at airports open to international air traffic in the territory of the other Contracting Party shall be subject to ramp inspections by the competent authorities of that 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.
3. Either Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party.
4. Nothing in this Agreement shall be construed to limit the authority of the competent authorities of a Contracting Party to take all appropriate and immediate measures whenever they ascertain that an aircraft, a product or an operation may:
 - (a) fail to satisfy the minimum standards established pursuant to the Convention or the legislation specified in Part A of Annex VI, whichever is applicable,
 - (b) give rise to serious concerns – established through an inspection referred to in paragraph 2 – that an aircraft or the operation of an aircraft does not comply with the minimum standards established pursuant to the Convention or the legislation specified in Part A of Annex VI, whichever is applicable, or
 - (c) give rise to serious concerns that there is a lack of effective maintenance and administration of minimum standards established pursuant to the Convention or the legislation specified in Part A of Annex VI, whichever is applicable.

5. Where the competent authorities of one Contracting Party take action under paragraph 4, they shall promptly inform the competent authorities of the other Contracting Party of taking such action, providing reasons for its action.

6. Where measures taken in application of paragraph 4 are not discontinued even though the basis for taking them has ceased to exist, either Contracting Party may refer the matter to the Joint Committee.

ARTICLE 15

Aviation Security

1. The assurance of safety for civil aircraft, their passengers and crew being a fundamental pre-condition for the operation of international air services, the Contracting Parties reaffirm their obligations to each other to provide for the security of civil aviation against acts of unlawful interference, and in particular their obligations under the Chicago Convention, the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963¹, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970², the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971³, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988⁴ and the Convention on the marking of plastic explosives for purpose of detection signed at Montreal on 1 March 1991⁵, insofar as both Contracting Parties are parties to these conventions, as well as all other conventions and protocols relating to civil aviation safety of which both Parties are parties.

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 Standards and, so far as they are applied by them, the Recommended Practices established by the International Civil Aviation Organisation (ICAO) and designated as Annexes to the Chicago Convention, to the extent that such security provisions are applicable to the Contracting Parties. Both Contracting Parties shall require that operators of aircraft of their registry, operators who have their principal place of business or permanent residence in their territory, and the operators of airports in their territory, act in conformity with such aviation

¹ Treaty Series 126 (1969), Cmnd 4230

² Treaty Series 039 (1972), Cmnd 4956

³ Treaty Series 010 (1974), Cmnd 5524

⁴ Treaty Series 020 (1991), Cm 1470

⁵ Treaty Series 134 (2000), Cm 5018

security provisions.

4. Each Contracting Party shall ensure that effective measures are taken within its territory to protect aircraft, to screen passengers and their carry-on items, and to carry out appropriate checks on crew, cargo (including hold baggage) and aircraft stores prior to and during boarding or loading and that those measures are adjusted to meet increases in the threat. Each Contracting Party agrees that their air carriers may be required to observe the aviation security provisions referred to in paragraph 3 required by the other Contracting Party, for entrance into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall also act favourably upon 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 acts 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.

7. Without prejudice to Article 4 (Revocation of Authorisations) of this Agreement, failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit or impose conditions on the operating authorisation of one or more air carriers of such other Contracting Party.

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

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

ARTICLE 16

Air traffic management

1. The Contracting Parties shall act in conformity with the provisions of the legislation specified in Part B of Annex VI, under the conditions set out hereafter.

2. The Contracting Parties commit themselves to the highest degree of cooperation in the field of air traffic management with a view to extending the Single European Sky to Morocco in order to enhance current safety standards and

overall efficiency for general air traffic standards in Europe, to optimise capacities and to minimise delays.

3. With a view to facilitating the application of the Single European Sky legislation in their territories:
 - (a) Morocco shall take the necessary measures to adjust their air traffic management institutional structures to the Single European Sky, in particular by establishing pertinent national supervisory bodies at least functionally independent of air navigation service providers; and
 - (b) The European Community shall associate Morocco with relevant operational initiatives in the fields of air navigation services, airspace and interoperability that stem from the Single European Sky, in particular through the early involvement of Morocco's efforts to establish functional airspace blocks, or through appropriate coordination on SESAR.

ARTICLE 17

Environment

1. The Contracting Parties shall act in conformity with Community legislation relating to air transport specified in Part C of Annex VI.
2. Nothing in this Agreement shall be construed to limit the authority of the competent authorities of a Contracting Party to take all appropriate measures to prevent or otherwise address the environmental impacts of the international air transport performed under the Agreement provided that such measures are applied without distinction as to nationality.

ARTICLE 18

Consumer protection

The Contracting Parties shall act in accordance with Community legislation relating to air transport specified in Part D of Annex VI.

ARTICLE 19

Computer reservation systems

The Contracting Parties shall act in accordance with Community legislation relating to air transport specified in Part E of Annex VI.

ARTICLE 20

Social aspects

The Contracting Parties shall act in accordance with Community legislation relating to air transport specified in Part F of Annex VI.

TITLE III

INSTITUTIONAL PROVISIONS

ARTICLE 21

Interpretation and enforcement

1. The Contracting Parties shall take all appropriate measures, whether general or particular, to ensure fulfilment of the obligations arising out of this Agreement and shall refrain from any measures which would jeopardise attainment of the objectives of this Agreement.
2. Each Contracting Party shall be responsible, in its own territory, for the proper enforcement of this Agreement and, in particular, the regulations and directives related to air transport listed in Annex VI.
3. Each Contracting Party shall give the other Contracting Party all necessary information and assistance in the case of investigations on possible infringements which that other Contracting Party carries out under its respective competences as provided in this Agreement.
4. Whenever the Contracting Parties act under the powers granted to them by this Agreement on matters which are of interest to the other Contracting Party and which concern the authorities or undertakings of the other Contracting Party, the competent authorities of the other Contracting Party shall be fully informed and given the opportunity to comment before a final decision is taken.

ARTICLE 22

The Joint Committee

1. A committee composed of representatives of the Contracting Parties (hereinafter referred to as the Joint Committee) is hereby established, which shall be responsible for the administration of this Agreement and shall ensure its proper implementation. For this purpose it shall make recommendations and take decisions in the cases provided for in this Agreement.

2. The decisions of the Joint Committee shall be jointly adopted and shall be binding upon the Contracting Parties. They will be put into effect by the Contracting Parties in accordance with their own rules.
3. The Joint Committee shall meet as and when necessary and at least once a year. Either Contracting Party may request the convening of a meeting.
4. A Contracting Party may also request a meeting of the Joint Committee to seek to resolve any question relating to the interpretation or application of this Agreement. Such a meeting shall begin at the earliest possible date, but not later than two months from the date of receipt of the request, unless otherwise agreed by the Contracting Parties.
5. For the purpose of the proper implementation of this Agreement, the Contracting Parties shall exchange information and, at the request of either Contracting Party, shall hold consultations within the Joint Committee.
6. The Joint Committee shall adopt, by a decision, its rules of procedure.
7. If, in the view of one of the Contracting Parties, a decision of the Joint Committee is not properly implemented by the other Contracting Party, the former may request that the issue be discussed by the Joint Committee. If the Joint Committee cannot solve the issue within two months of its referral, the requesting Contracting Party may take appropriate temporary safeguard measures under Article 24.
8. The decisions of the Joint Committee shall state the date of its implementation in the Contracting Parties and any other information likely to concern economic operators.
9. Without prejudice to paragraph 2, if the Joint Committee does not take a decision on an issue which has been referred to it within six months of the date of referral, the Contracting Parties may take appropriate temporary safeguard measures under Article 24.
10. The Joint Committee shall examine questions relating to bilateral investments of majority participation, or changes in the effective control of air carriers of the Contracting Parties.
11. The Joint Committee shall also develop cooperation by:
 - (a) fostering expert-level exchanges on new legislative or regulatory initiatives and developments, including in the fields of security, safety, the environment, aviation infrastructure (including slots), and consumer protection;
 - (b) regularly examining the social effects of the Agreement as it is implemented, notably in the area of employment and developing

appropriate responses to concerns found to be legitimate; and

- (c) considering potential areas for the further development of the Agreement, including the recommendation of amendments to the Agreement.

ARTICLE 23

Dispute Resolution and Arbitration

1. Either Contracting Party may refer to the Joint Committee any dispute relating to the application or interpretation of this Agreement, having not been resolved in accordance with Article 22. For the purposes of this Article, the Association Council established under the Association Agreement shall act as Joint Committee.
2. The Joint Committee may settle the dispute by means of a decision.
3. The Contracting Parties shall take the necessary measures to implement the decision referred to in paragraph 2.
4. Should the Contracting Parties be unable to settle the dispute in accordance with paragraph 2, the dispute shall, at the request of either Contracting Party, be submitted to an arbitration panel of three arbitrators in accordance with the procedure laid down hereafter:
 - (a) each Contracting Party shall appoint an arbitrator within sixty (60) days from the date of reception of the notification for the request for arbitration by the arbitration court addressed by the other Contracting Party through diplomatic channels; the third arbitrator should be appointed by the other two arbitrators within sixty (60) additional days. If one of the Contracting Parties has not appointed an arbitrator within the agreed period, or if the third arbitrator is not appointed within the agreed period, each Contracting Party may request the President of the Council of the ICAO to appoint an arbitrator or arbitrators, whichever is applicable;
 - (b) the third arbitrator appointed under the terms of paragraph a) above should be a national of a third State and shall act as a President of the arbitration court;
 - (c) the arbitration court shall agree its rules of procedure; and
 - (d) subject to the final decision of the arbitration court, the initial expenses of the arbitration shall be shared equally by the Contracting Parties.
5. Any provisional decision or final decision of the arbitration court shall be

binding upon the Contracting Parties.

6. If one of the Contracting Parties does not act in conformity with a decision of the arbitration court taken under the terms of this Article within thirty (30) days from the notification of the aforementioned decision, the other Contracting Party may, for as long as this failure endures, limit, suspend or revoke the rights or privileges which it had granted under the terms of this Agreement from the Party at fault.

ARTICLE 24

Safeguard measures

1. The Contracting Parties shall take any general or specific measures required to fulfil their obligations under this Agreement. They shall see to it that the objectives set out in this Agreement are attained.

2. If either Contracting Party considers that the other Party has failed to fulfil an obligation under this Agreement, it may take appropriate measures. Safeguard measures shall be restricted with regard to their scope and duration to what is strictly necessary in order to remedy the situation or maintain the balance of this Agreement. Priority shall be given to such measures as will least disturb the functioning of this Agreement.

3. A Contracting Party which is considering taking safeguard measures shall notify the other Contracting Parties through the Joint Committee and shall provide all relevant information.

4. The Contracting Parties shall immediately enter into consultations in the Joint Committee with a view to finding a commonly acceptable solution.

5. Without prejudice to Articles 3(d), Article 4(d) and Articles 14 and 15, the Contracting Party concerned may not take safeguard measures until one month has elapsed after the date of notification under paragraph 3, unless the consultation procedure under paragraph 4 has been concluded before the expiration of the stated time limit.

6. The Contracting Party concerned shall, without delay, notify the measures taken to the Joint Committee and shall provide all relevant information.

7. Any action taken under the terms of this Article shall be suspended, as soon as the Contracting Party at fault satisfies the provisions of this Agreement.

ARTICLE 25

Geographic extension of the Agreement

The Contracting Parties, although recognising the bilateral nature of this Agreement, note that it lies within the scope of the Euro-Mediterranean partnership envisaged in the declaration of Barcelona of 28 November 1995. The Contracting Parties commit to conduct a continuous dialogue to ensure the coherence of this Agreement with the Barcelona process, and in particular with regard to the possibility of mutually agreeing amendments to take into account similar air transport agreements.

ARTICLE 26

Relationship to other Agreements

1. The provisions of this Agreement supersede the relevant provisions of existing bilateral agreements between Morocco and the Member States. However, existing traffic rights which originate from these bilateral agreements and which are not covered under this Agreement can continue to be exercised, provided that there is no discrimination between the Member States and their nationals.
2. If the Contracting Parties become parties to a multilateral agreement, or endorse a decision adopted by the International Civil Aviation Organisation or another international organisation, that addresses matters covered by this Agreement, they shall consult in the Joint Committee to determine whether this Agreement should be revised to take into account such developments.
3. This Agreement shall be without prejudice to any decision by the two Contracting Parties to implement future recommendations that may be made by the ICAO. The Contracting Parties shall not cite this Agreement, or any part of it, as the basis for opposing consideration in the ICAO of alternative policies on any matter covered by this Agreement.

ARTICLE 27

Amendments

1. If one of the Contracting Parties wishes to revise the provisions of this Agreement, it shall notify the Joint Committee accordingly. The agreed amendment to this Agreement shall enter into force after completion of the respective internal procedures.
2. The Joint Committee may, upon the proposal of one Contracting Party and in accordance with this Article, decide to modify the Annexes of this Agreement.

3. This Agreement shall be without prejudice to the right of each Contracting Party, subject to compliance with the principle of non-discrimination and the provisions of this Agreement to unilaterally adopt new legislation or amend its existing legislation in the field of air transport or an associated area mentioned in Annex VI, with respect to the principle of non-discrimination and in accordance with the provisions of this Agreement.
4. As soon as new legislation is being drawn up by one of the Contracting Parties, it shall inform and consult the other Contracting Party as closely as possible. At the request of one of the Contracting Parties, a preliminary exchange of views may take place in the Joint Committee.
5. As soon as a Contracting Party has adopted new legislation or an amendment to its legislation in the field of air transport or an associated area mentioned in Annex VI, it shall inform the other Contracting Party not later than thirty days after its adoption. Upon the request of any Contracting Party, the Joint Committee shall within sixty days thereafter hold an exchange of views on the implications of such new legislation or amendment for the proper functioning of this Agreement.
6. The Joint Committee shall:
 - (a) adopt a decision revising Annex VI of this Agreement so as to integrate therein, if necessary on a basis of reciprocity, the new legislation or amendment in question;
 - (b) adopt a decision to the effect that the new legislation or amendment in question shall be regarded as in accordance with this Agreement; or
 - (c) decide any other measures, to be adopted within a reasonable period of time, to safeguard the proper functioning of this Agreement.

ARTICLE 28

Termination

1. This Agreement is concluded for an unlimited period.
2. Either Party may, at any time, give notice in writing through diplomatic channels to the other Party of its decision to terminate this Agreement. Such notice shall be sent simultaneously to the ICAO. This Agreement shall terminate twelve months after the date of receipt of the notice by the other Party, unless the notice to terminate is withdrawn before the expiry of this period.
3. This Agreement shall cease to be in force or be suspended if the Association Agreement ceases to be in force or is suspended, respectively.

ARTICLE 29

Registration with the International Civil Aviation Organisation and the United Nations Secretariat

This Agreement and all amendments thereto shall be registered with the ICAO and with the UN Secretariat.

ARTICLE 30

Entry into force

1. This Agreement shall be applied provisionally, in accordance with the national laws of the Contracting Parties, from the date of signature.
2. This Agreement shall enter into force one month after the date of the last note in an exchange of diplomatic notes between the Contracting Parties confirming that all necessary procedures for entry into force of this Agreement have been completed. For purposes of this exchange, the Kingdom of Morocco shall deliver to the General Secretariat of the Council of the European Union its diplomatic note to the European Community and its Member States, and the General Secretariat of the Council of the European Union shall deliver to the Kingdom of Morocco the diplomatic note from the European Community and its Member States. The diplomatic note from the European Community and its Member States shall contain communications from each Member State confirming that its necessary procedures for entry into force of this Agreement have been completed.

IN WITNESS WHEREOF the undersigned, being duly authorised, have signed this Agreement.

Done at Brussels on the twelfth day of December in the year two thousand and six, in duplicate, in the Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Slovak, Slovene, Spanish, Swedish and Arabic languages, each text being equally authentic.

AGREED SERVICES AND SPECIFIED ROUTES

1. This Annex is subject to the transitional provisions contained in Annex IV of this Agreement.

2. Each Contracting Party grants to the air carriers of the other Contracting Party the rights to operate air services on the routes specified hereunder:

(a) for air carriers of the European Community:

Points in the European Community – one or more points in Morocco – points beyond,

(b) for air carriers of Morocco:

Points in Morocco – one or more points in the European Community,

3. Air carriers of Morocco are authorised to exercise the traffic rights in Article 2 of this Agreement between more than one point located in the territory of the European Community provided that these services originate or terminate in the territory of Morocco.

Air carriers of the European Community are authorised to exercise the traffic rights in Article 2 of this Agreement between Morocco and points located beyond, provided that these services originate or terminate in the territory of the European Community and that, in relation to passenger services, these points are located in the countries of the European Neighbourhood Policy.

Air carriers of the European Community are authorised, for the services to/ from Morocco, to serve more than one point on the same service (co-terminalisation) and to exercise the right of stop-over between these points.

The countries of the European Neighbourhood Policy are: Algeria, Armenia, the Palestinian Authority, Azerbaijan, Belarus, Egypt, Georgia, Israel, Jordan, Lebanon, Libya, Moldavia, Morocco, Syria, Tunisia and Ukraine. The points located in the countries of the Neighbourhood policy can also be used as intermediate points.

4. The specified routes may be operated in either direction. Each point, intermediate or beyond point, of the specified routes may, at the discretion of each undertaking, be omitted for some or all of the services, provided that the service originates or terminates in the territory of Morocco for air carriers of Morocco, or in the territory of a Member State of the European Community for air carriers of the Community.
5. Each Contracting Party shall allow each air carrier to determine the frequency and capacity of the international air transport it offers 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 air carriers of the other Contracting Party, except for customs, technical, operational, environmental or protection of health reasons.
6. Any air carrier may perform international air transport without any limitation as to change, on all points of the specified routes, in the type of aircraft operated.
7. The leasing with crew (wet-leasing) by a Moroccan air carrier of an aircraft of an airline company of a third country, or, by an air carrier of the European Community, of an aircraft of an airline company of a third country other than

those mentioned in Annex V, in order to exploit the rights envisaged in this Agreement, must remain exceptional or meet temporary needs. It shall be submitted for prior approval of the authority having delivered the licence of this leasing air carrier and to the competent authority of the other Contracting Party.

BILATERAL AGREEMENTS
BETWEEN MOROCCO
AND THE MEMBER STATES OF THE EUROPEAN COMMUNITY

As provided in Article 26 of this Agreement, the relevant provisions of the following bilateral air transport agreements between Morocco and the Member States shall be superseded by this Agreement:

- Air Transport Agreement between the Government of the Kingdom of Belgium and the Government of His Majesty the King of Morocco done at Rabat on 20 January 1958;
supplemented by the Exchange of Notes dated 20 January 1958;
last amended by the Memorandum of Understanding done at Rabat on 11 June 2002;
- Air Transport Agreement between the Czechoslovak Socialist Republic and Morocco done at Rabat on 8 May 1961, in respect of which the Czech Republic has deposited a declaration of succession;
- Air Services Agreement between the Government of the Kingdom of Denmark and the Government of the Kingdom of Morocco done at Rabat on 14 November 1977;
supplemented by the Exchange of Notes dated 14 November 1977;
- Air Transport Agreement between the Federal Republic of Germany and the Kingdom of Morocco done at Bonn on 12 October 1961;
- Air Transport Agreement between the Government of the Hellenic Republic

and the Government of the Kingdom of Morocco done at Rabat on 10 May 1999;
to be read together with the Memorandum of Understanding done at Athens on 6 October 1998;

- Air Transport Agreement between the Government of the Spain and the Government of the Kingdom of Morocco done at Madrid on 7 July 1970; last supplemented by the Exchange of Letters dated 12 August 2003 and 25 August 2003;
- Air Transport Agreement between the Government of the French Republic and the Government of His Majesty the King of Morocco done at Rabat on 25 October 1957;
 - amended by the Exchange of Letters dated 22 March 1961;
 - amended by the Agreed Minutes dated 2 and 5 December 1968;
 - amended by the Memorandum of the Morocco-French Consultations of 17-18 May 1976;
 - amended by the Memorandum of the Morocco-French Consultations dated 15 March 1977;
last amended by the Memorandum of the Morocco-French Consultations of 22-23 March 1984 and Exchange of letters of 14 March 1984;
- Air Transport Agreement between the Government of the Republic of Italy and the Government of His Majesty the King of Morocco done at Rome on 8 July 1967; amended by the Memorandum of Understanding done at Rome on 13 July 2000; last amended by the Exchange of Notes dated 17 October 2001 and 3 January 2002;
- Air Transport Agreement between the Government of the Republic of Latvia and the Government of the Kingdom of Morocco done at Warsaw on 19 May 1999;

- Air Transport Agreement between the Government of the Grand-Duchy of Luxembourg and the Government of His Majesty the King of Morocco done at Bonn on 5 July 1961;
- Air Transport Agreement between the Hungarian People's Republic and the Kingdom of Morocco done at Rabat on 21 March 1967;
- Air Transport Agreement between the Government of the Republic of Malta and the Government of His Majesty the King of Morocco done at Rabat on 26 May 1983;
- Air Transport Agreement between the Government of Her Majesty the Queen of the Netherlands and the Government of His Majesty the King of Morocco done at Rabat on 20 May 1959;
- Air Transport Agreement between the Federal Government of Austria and the Government of the Kingdom of Morocco done at Rabat on 27 February 2002;
- Air Transport Agreement between the Government of the People's Republic of Poland and the Government of the Kingdom of Morocco done at Rabat on 29 November 1969;
- Air Transport Agreement between Portugal and the Government of the Kingdom of Morocco done at Rabat on 3 April 1958;
supplemented by the Minutes done at Lisbon on 19 December 1975;
last supplemented by the Minutes done at Lisbon on 17 November 2003;
- Air Transport Agreement between the Government of the Kingdom of Sweden and the Government of the Kingdom of Morocco done at Rabat on 14 November 1977; supplemented by the Exchange of Notes dated 14 November 1977;

- Air Services Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Kingdom of Morocco done at London on 22 October 1965¹;
amended by the Exchange of Notes dated 10 and 14 October 1968²;
amended by the Minutes done at London on 14 March 1997;
last amended by the Minutes done at Rabat on 17 October 1997;

- Air services agreements and other arrangements initialled or signed between the Kingdom of Morocco and Member States of the European Community which, at the date of signature of this Agreement, have not yet entered into force and are not being applied provisionally:

- Air Services Agreement between the Government of the Kingdom of the Netherlands and the Government of the Kingdom of Morocco as attached, as Annex 1, to the Memorandum of Understanding done at The Hague on 20 June 2001.

¹ Treaty Series 087 (1970), Cmnd 4471

² Treaty Series 025 (1969), Cmnd 3890

PROCEDURES FOR OPERATING AUTHORISATIONS
AND TECHNICAL PERMISSIONS: COMPETENT AUTHORITIES

1. The European Community

Austria:

Civil Aviation Authority

Federal Ministry of Transport, Innovation and Technology

Belgium:

Air Transport Directorate General

Federal Office for Mobility and Transport

Cyprus:

Department of Civil Aviation

Ministry of Communications and Works

Czech Republic:

Civil Aviation Department

Ministry of Transport

Civil Aviation Authority

Denmark:

Civil Aviation Administration

Estonia:

Civil Aviation Administration

Finland:

Civil Aviation Authority

France:

Directorate General for Civil Aviation (DGAC)

Germany:

Luftfahrt-Bundesamt

Federal Ministry of Transport, Building and Urban Affairs

Greece:

Hellenic Civil Aviation Authority

Ministry of Transport and Communications

Hungary:

General Directorate of Civil Aviation

Ministry of Economy and Transport

Ireland:

Directorate General of Civil Aviation

Department of Transport

Italy:

National Agency for Civil Aviation (ENAC)

Latvia:

Civil Aviation Administration

Ministry of Transport

Lithuania:
Civil Aviation Administration

Luxembourg:
Directorate of Civil Aviation

Malta:
Department of Civil Aviation

Netherlands:
Ministry of Transport, Public Works and Water Management: Directorate-
General of Civil Aviation and Freight Transport
Transport and Water Management Inspectorate

Poland:
Civil Aviation Office

Portugal:
National Institute of Civil Aviation (INAC)
Ministry for Equipment, Planning and Administration of the Territories

Spain:
Directorate General of Civil Aviation
Ministry of Promotions

The Slovak Republic:
Department of Civil Aviation
Ministry of Transport, Posts and Telecommunications

Slovenia:
Directorate of Civil Aviation
Ministry of Transport

Sweden:

Civil Aviation Authority

United Kingdom:

Aviation Directorate

Department for Transport (DfT)

2. Kingdom of Morocco

Civil Aviation Directorate

Ministry of Equipment and Transport

TRANSITIONAL PROVISIONS

1. The implementation and application by the Moroccan Party of all the provisions of Community legislation relating to air transport indicated in Annex VI shall be the subject of an evaluation under the responsibility of the European Community which should be validated by the Joint Committee. This decision of the Joint Committee should be adopted two years after the entry into force of the Agreement at the latest.

 2. Until the moment of the adoption of the decision referred to in point 1, the agreed services and specified routes in Annex I, shall not include the right for air carriers of the European Community to uplift traffic in Morocco and discharge traffic on points beyond and vice versa and, the right for Moroccan air carriers to uplift traffic at a point in the European Community to be discharged in another point of the European Community and vice versa. However, all 5th freedom traffic rights granted by one of the bilateral agreements between Morocco and the Member States of the European Community, listed in Annex II, can continue to be exercised insofar as there is no discrimination on the basis of nationality.
-

LIST OF OTHER STATES REFERRED TO IN ARTICLE 3 AND 4 OF THE
AGREEMENT

1. The Republic of Iceland (under the Agreement on the European Economic Area)
 2. The Principality of Liechtenstein (under the Agreement on the European Economic Area)
 3. The Kingdom of Norway (under the Agreement on the European Economic Area)
 4. The Swiss Confederation (under the Air Transport Agreement between the European Community and the Swiss Confederation)
-

RULES APPLICABLE TO CIVIL AVIATION

The "Applicable provisions" of the following acts shall be applicable in accordance with the Agreement unless otherwise specified in this Annex or in Annex IV on Transitional Provisions. Where necessary, specific adaptations for each individual act are set out hereafter:

A. AVIATION SAFETY

Note: The precise conditions with regard to the participation as observer of Morocco to the European Aviation Safety Agency (EASA) will need to be discussed at a later stage.

No 3922/91

Council Regulation (EEC) 3922/91 of 16 December 1991 on the harmonisation of technical requirements and administrative procedures in the field of civil aviation
as amended by:

- Commission Regulation (EC) No 2176/96 of 13 November 1996 amending to scientific and technical progress Council Regulation (EEC) No 3922/91
- Commission Regulation (EC) No 1069/1999 of 25 May 1999 adapting to scientific and technical progress Council Regulation (EEC) No 3922/91
- Commission Regulation (EC) No 2871/2000 of 28 December 2000

adapting to scientific and technical progress Council Regulation (EEC)
No 3922/91

- Regulation (EC) No 1592/2002 of the European Parliament and of the Council of 15 July 2002 on common rules in the field of civil aviation and establishing a European Aviation Safety Agency

Applicable provisions: Articles 1 to 10, 12 to 13 with the exception of Article 4, paragraph 1 and Article 8 paragraph 2, sentence 2, Annexes I, II and III
As regards the application of Article 12 "Member States" shall read "EC Member States".

No 94/56

Council Directive 94/56/EC of 21 November 1994 establishing the fundamental principles governing the investigations of civil aviation accidents and incidents

Applicable provisions: Articles 1 to 12

No 1592/2002

Regulation (EC) No 1592/2002 of the European Parliament and of the Council of 15 July 2002 on common rules in the field of civil aviation and establishing a European Aviation Safety Agency
as amended by:

- Regulation (EC) No 1643/2003 of the European Parliament and of the Council of 22 July 2003 amending Regulation (EC) No 1592/2002
 - Commission Regulation (EC) No 1701/2003 of 24 September 2003 adapting Article 6 of Regulation (EC) No 1592/2002
- Applicable provisions: Articles 1 to 57, Annexes I and II

No 2003/42

Directive 2003/42/EC of the European Parliament and the Council of 13 June 2003 on occurrence reporting in civil aviation

Applicable provisions: Articles 1 to 11, Annexes I and II

No 1702/2003

Commission Regulation (EC) No 1702/2003 of 24 September 2003 laying down implementing rules for the airworthiness and environmental certification of aircraft and related products, parts and appliances, as well as for the certification of design and production organisations

Applicable provisions: Articles 1 to 4 Annex

No 2042/2003

Commission Regulation (EC) No 2042/2003 of 20 November 2003 on the continuing airworthiness of aircraft and aeronautical products, parts and appliances, and on the approval of organisations and personnel involved in these tasks

Applicable provisions: Articles 1 to 6, Annexes I to IV

No 104/2004

Commission Regulation (EC) No 104/2004 of 22 January 2004 laying down rules on the organisation and composition of the Board of Appeal of the European Aviation Safety Agency

Applicable provisions: Articles 1 to 7 and Annex

B. AIR TRAFFIC MANAGEMENT

No 93/65

Council Directive 93/65/EC of 19 July 1993 on the definition and the use of compatible technical and operating specifications for the procurement of air traffic management equipment and systems

as amended by

- Commission Directive 97/15/EC of 25 March 1997 adopting Eurocontrol standards and amending Council Directive 93/65/EEC on

the definition and use of compatible technical specifications for the procurement of air – traffic – management and systems, as amended by Commission Regulation (EC) No 2082/2000 of 6 September 2000 adopting Eurocontrol standards and amending Directive 97/15/EC, adopting Eurocontrol standards and amending Council Directive 93/65/EEC, as amended by Commission Regulation (EC) No 980/2002 of 4 June 2002 amending Regulation (EC) No 2082/2000, adopting Eurocontrol standards

Applicable provisions: Articles 1 to 9, Annexes I and II

Reference to Council Directive 93/65/EEC shall be deleted as of 20 October 2005.

No 2082/2000

Commission Regulation (EC) No 2082/2000 of 6 September 2000 adopting Eurocontrol standards and amending Directive 97/15, adopting Eurocontrol standards and amending Council Directive 93/65/EEC as amended by

- Commission Regulation (EC) No 980/2002 of 4 June 2002 amending Regulation (EC) No 2082/2000, adopting Eurocontrol standards
Applicable provisions: Articles 1 to 3, Annexes I to III

No 549/2004

Regulation (EC) No 549/2004 of the European Parliament and of the Council of 10 March 2004 laying down the framework for the creation of the single European sky (the "framework Regulation")

Applicable provisions: Articles 1 to 4, 6, and 9 to 14.

No 550/2004

Regulation (EC) No 550/2004 of the European Parliament and of the Council of 10 March 2004 on the provision of air navigation services in the single

European sky (the service provision Regulation)

Applicable provisions: Articles 1 to 19

No 551/2004

Regulation (EC) No 551/2004 of the European Parliament and of the Council of 10 March 2004 on the organisation and use of the airspace in the single European sky (the airspace Regulation)

Applicable provisions: Articles 1 to 11

No 552/2004

Regulation (EC) No 552/2004 of the European Parliament and of the Council of 10 March 2004 on the interoperability of the European Air Traffic Management network (the interoperability Regulation)

Applicable provisions: Articles 1 to 12

C. ENVIRONMENT

No 89/629

Council Directive 89/629/EEC of 4 December 1989 on the limitation of noise emission from civil subsonic jet aeroplanes.

Applicable provisions: Articles 1 to 8

No 92/14

Council Directive 92/14/EEC of 2 March 1992 on the limitation of the operation of aeroplanes covered by Part II, Chapter 2, Volume 1 of Annex 16 of the Convention of International Civil Aviation, second edition (1988) as amended by:

- Council Directive 98/20/EC of 30 March 1998 amending Directive 92/14/EEC
- Commission Directive 1999/28/EC of 21 April 1999 amending the Annex to Council Directive 92/14/EEC

- Commission Regulation (EC) No 991/2001 of 21 May 2001 amending the Annex to Council Directive 92/14/EEC

Applicable provisions: Articles 1 to 11 and Annex

No 2002/30

Directive 2002/30/EC of the European Parliament and of the Council of 26 March 2002 on the establishment of rules and procedures with regard to the introduction of noise-related operating restrictions at Community airports

Applicable provisions: Articles 1 to 15, Annexes I and II

No 2002/49

Directive 2002/49/EC of the European Parliament and of the Council of 25 June 2002 relating to the assessment and management of environmental noise

Applicable provisions: Articles 1 to 16, Annexes I to IV

D. CONSUMER PROTECTION

No 90/314

Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours

Applicable provisions: Articles 1 to 10

No 92/59

Council Directive 92/59/EEC of 29 June 1992 on general product safety

Applicable provisions: Articles 1 to 19

No 93/13

Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts

Applicable provisions: Articles 1 to 10 and Annex

No 95/46

Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data

Applicable provisions: Articles 1 to 34

No 2027/97

Council Regulation (EC) No 2027/97 of 9 October 1997 on air carrier liability in the event of accidents

as amended by:

- Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No 2027/97

Applicable provisions: Articles 1 to 8

No 261/2004

Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91

Applicable provisions: Articles 1 to 17

E. COMPUTER RESERVATION SYSTEMS

No 2299/1989

Council Regulation (EEC) No 2299/1989 of 24 July 1989 introducing a code of conduct for computer reservation systems

as amended by:

- Council Regulation (EEC) No 3089/93 of 29 October 1993 amending Regulation (EEC) No 2299/89
- Council Regulation (EC) No 323/1999 of 8 February 1999 amending Regulation (EEC) No 2299/89

Applicable provisions: Articles 1 to 22 and Annex

F. SOCIAL ASPECTS

No 1989/391

Council Directive 89/391/EEC of 12 June 1989 on the introduction of measures to encourage improvements in the safety and health of workers at work

Applicable provisions: Articles 1 to 16, and 18-19

No 2003/88

Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time

Applicable provisions: Articles 1 to 19, 21 to 24 and 26 to 29

No 2000/79

Council Directive 2000/79/EEC of 27 November 2000 concerning the European agreement on the organisation of working time of mobile workers in civil aviation concluded by the Association of European Airlines (AEA), the European Transport Workers' Federation (ETF), the European Cockpit Association (ECA), the European Regions Airline Association (ERA) and the International Air Carrier Association (IACA)

Applicable provisions: Articles 1 to 5

G. OTHER LEGISLATION

No 91/670

Council Directive 91/670/EEC of 16 December 1991 on mutual acceptance
of personnel licences for the exercise of functions in civil aviation

Applicable provisions: Articles 1 to 8 and Annex





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