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Official Gazette

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**Law No. (6) of 2019 Ratifying the Convention between the Government of the Kingdom of Bahrain and the Government of the Kingdom of Morocco Regarding Air Services**

We, Hamad bin Isa Al Khalifa, King of the Kingdom of Bahrain.

Having reviewed the Constitution;

And the Convention between the Government of the Kingdom of Bahrain and the Government of the Kingdom of Morocco Regarding Air Services, signed in Rabat on 27 February 2018;

The Shura Council and the Council of Representatives have approved the following Law, which we have ratified and enacted:

Article One

The Convention between the Government of the Kingdom of Bahrain and the Government of the Kingdom of Morocco Regarding Air Services, signed in Rabat on 27 February 2018, attached to this Law, has been ratified.

Article Two

The Prime Minister and the Ministers - each within his jurisdiction - shall implement the provisions of this Law, and it shall come into force from the day following the date of its publication in the Official Gazette.

King of the Kingdom of Bahrain

Hamad bin Isa Al Khalifa

Issued at Riffa Palace:

On: 1 Ramadan 1440 A.H.

Corresponding to: 6 May 2019

**Convention between the Government of the Kingdom of Bahrain and the Government of the Kingdom of Morocco Regarding Air Services**

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Convention between the Government of the Kingdom of Bahrain and the Government of the Kingdom of Morocco Regarding Air Services

The Government of the Kingdom of Bahrain and the Government of the Kingdom of Morocco, shall herein be referred to as “the Contracting Parties”.

As parties to the Convention on International Civil Aviation opened for signature in Chicago on 7 December 1944.

Desiring to establish an international aviation system based on fair competition between Air Transport Companies in the market with minimal government intervention, desiring to facilitate the expansion of opportunities for international air services, and recognising that effective international air services shall promote trade, consumer interests, and economic development.

Desiring to enable Air Transport Companies to offer the public various options of air services, and desiring to stimulate Air Transport Companies to develop and offer renewable and competitive prices.

Desiring to ensure the highest degree of security and safety for international air services, as part of their mutual reaffirmation for the grave concern about acts and threats made against the safety of aircraft, those that threaten the safety of persons or property, those that adversely affect the operation of air services, as well as those that undermine public confidence in the safety of Civil Aviation.

They have agreed as follows:

Article (1)

Definitions

For the purposes of this Convention, unless the context otherwise requires:

A) “The Chicago Convention” shall refer to the Convention on International Civil Aviation opened for signature in Chicago on 7 December 1944, including any Annexes adopted under Article (90) of that Convention, as well as any amendments made to the Annexes or the Convention under Articles (90) and (94/1) of the Convention to the extent that such Annexes and amendments are in force for the Contracting Parties.

B) “Aviation Authorities” for the Government of the Kingdom of Bahrain, shall mean the Ministry of Transportation and Telecommunications, represented in the Civil Aviation Affairs, or any other person or body authorised to exercise the functions currently performed by the mentioned authorities, and for the Government of the Kingdom of Morocco, it shall mean the Ministry in charge of Civil Aviation or a body entrusted with performing any authority related to Civil Aviation.

C) “the Agreed Upon Services” shall mean the regular international air services on the Specified Routes in the Convention Annex, for transporting passengers, goods, baggage, and mail.

D) “Designated Air Transport Company” shall mean any Air Transport Company appointed and authorised in accordance with Article (4) of this Convention.

E) “Specified Route” shall mean the specified route in the Convention Annex.

F) The term “Capacity” in relation to any aircraft, shall mean the aircraft load available on the Specified Route or on part of that Route. However, when in relation to the “Agreed Upon Service”, it shall mean the aircraft capacity used in that Service, multiplied by the number of operation times made by that aircraft during the period granted on the Specified Route or on part of it.

G) The term “Territory” shall have

**- For the Kingdom of Bahrain**: The meaning specified in Article (2) of the Chicago Convention.

- For the Kingdom of Morocco, the land areas and territorial waters available to it and under its sovereignty. H) The terms “Air Service”, “International Air Service”, “Air Transport Company”, and “Landing for Non-Commercial Purposes”, shall have the meanings assigned to them in Article (96) of the Chicago Convention.

I) “Tariff” shall refer to the prices paid for the transport of passengers, baggage, and goods, as well as the conditions governing the application of these prices, including commissions, agency fees and conditions, or sale of transport documents, excluding charges and conditions for mail transportation.

J) “Annex” shall mean the Annex to this Convention. The Annex shall form an integral part of the Convention, and any reference to the Convention shall include a reference to the Annex, unless otherwise specified.

K) The terms “Ground Equipment”, “Aircraft Storage”, and “Spare Parts”, shall have the meanings respectively assigned to them in Annex (9) of the Chicago Convention.

**Article (2)**

**Application of the Chicago Convention**

The provisions this Convention shall be subject to the provisions of the Chicago Convention, to the extent that those provisions apply to International Air Services.

**Article (3)**

**Granting Rights**

Each Party shall grant the other Party, the rights specified in this Convention, in order to operate International Air Services on the Specified Routes in the Route Schedule attached to this Convention.

In accordance with the provisions of this Convention, the Designated Air Transport Companies appointed by each Contracting Party shall enjoy the following rights:

The right to fly without landing through the territory of the Other Party.

The right to land in the other Contracting Party’s territory for non-commercial purposes.

The right to land in the territory mentioned in the points specified on the route shown in the Annex of this Convention, for the purpose of taking on and discharging international air traffic collectively or individually.

Nothing in paragraph (2) of this Article shall grant the Designated Air Transport Companies appointed by either Party, the right to transport passengers, goods, and mail within the other Party’s territory for a fee towards another point in the same territory of the other Party.

If an Designated Air Transport Company appointed by a Contracting Party is unable to operate a service on its usual air routes due to armed conflict, natural disasters, political riots, or disruptive developments, the other Contracting Party shall use its best efforts to facilitate the continued operation of that service through the appropriate rearrangement of those routes.

**Article (4)**

Designation **and Granting Operation Licence**

Each Contracting Party shall have the right to designate one or more Air Transport Company, for the purpose of operating the Agreed Upon Services. Such designation shall be made through the exchange of written notifications between the Aviation Authorities of both Contracting Parties.

The Aviation Authorities that have received the notification of designation shall, in accordance with the provisions of paragraphs (3) and (4) of this Article, grant the Designated Air Transport Companies appointed by the other Contracting Party the necessary operation licence immediately.

The Aviation Authorities of one Contracting Party shall have the right to require the Designated Air Transport Companies appointed by the other Contracting Party, to prove that it is qualified and meets the conditions imposed by the laws and regulations normally applicable to the operation of International Air Services by the said authorities, in accordance with the provisions of the Chicago Convention.

Each of the Contracting Parties shall have the right to reject to accept the designation of any Air Transport Company, as well as to reject to grant the operation licence referred to in paragraphs (1) and (2) of this Article, or to impose the conditions it deems necessary for the exercise of the rights specified in Article (3) of this Convention. This is in any case where it has not been proven to this Contracting Party that the substantial ownership and effective control of this Company are in the hands of the Contracting Party that designated the Air Transport Company or its nationals, or that the main business headquarters is not located in the territory of the designating Contracting Party.

The Designated Air Transport Company shall have the right to, upon receiving the operation licence as prescribed in paragraph (2) of this Article, start operating the Agreed Upon Services at any time, provided that the tariff set in accordance with the provisions of Article (7) of this Convention, shall be in effect.

**Article (5)**

Cancellation **and Suspension the Operating Licence**

Each of the Contracting Parties shall have the right to cancel the operation licence or to suspend the exercise of the rights specified in Article (3) of this Convention by the Designated Air Transport Companies appointed by the other Contracting Party, or to impose the conditions it deems necessary for the exercise of those rights in the following cases:

If the aforementioned Air Transport Companies are unable to prove that substantial ownership and effective control are in the hands of the Contracting Party that designated them or in the hands of its nationals, or that the main business headquarters is not located in the territory of the designating Contracting Party, or.

If the said Air Transport Companies fail to comply with the laws and regulations of the Contracting Party who prohibited such rights, or violate such laws and regulations, or.

If the said Air Transport Companies fail to operate the Agreed Upon Services in accordance with the terms set forth in this Convention.

Unless immediate action is necessary to prevent a breach of the aforementioned laws and regulations, or if safety or security does not require action in accordance with the provisions of Article (13) ((Aviation Safety)) or Article (14) ((Aviation Security)), the rights mentioned in paragraph (1) of this Article shall be exercised only after consultation between the Aviation Authorities, in accordance with Article (21) ((Consultation and Amendment)) of this Convention.

**Article (6)**

Exemption **from Customs Taxes and Other Fees**

Aircraft operated on International Air Services by the Designated Air Transport Companies appointed by one of the Contracting Parties, as well as their Ordinary Equipment, supplies of fuel and lubricating oils, Aircraft Storage (including food, beverages, tobacco) carried on board of such aircraft, shall be exempt from all customs duties, inspection taxes, or any other similar fees imposed upon entry into the territory of the other Contracting party, provided such equipment and supplies shall remain on board the aircraft until they are re-exported or consumed at a certain part during the flight over that territory.

Supplies of fuel, lubricating oils, Spare Parts, and Ordinary Equipment, as well as the aircraft’s stored materials, introduced into the territory of one of the Contracting Parties through a Designated Air Transport Company appointed by the other Party or in behalf of it, or transported on board an aircraft operated by the Designated Air Transport Company and intended solely for use in the operation of International Air Services, shall be exempt from all customs duties, fees, and taxes imposed in the territory of the first Party, even if such supplies are used at a certain part during the flight over the territory of the Party from which they were taken on board the same aircraft.

The aforementioned materials may be required to remain under customs supervision and monitoring.

It shall be permissible for Ordinary Equipment, Spare Parts, the aircraft’s stored materials, fuel supplies, and lubricating oils remaining on board an aircraft of either Party, to be unloaded into the territory of the other Contracting Party, after the approval of the customs authorities of that Party, who may require that such materials shall be placed under their supervision until they are re-exported, or disposed of in accordance with customs regulations.

Passengers, goods, and baggages in case of direct transit through the territory of one of the Parties and when they do not leave the area designated for the same purpose within the borders of the airport, shall be subject to simplified control. Goods and baggage in direct transit shall also be exempt from customs duties and similar taxes.

Official documents bearing the emblem of the Air Transport Companies, such as baggage tags, flight tickets, air waybills, boarding passes, operation timetables, office and Ground Equipment, and communication tools, introduced into the territory of either Party for exclusive use by the Designated Air Transport Company for the benefit of the Other Party, shall be exempt from all customs duties or other taxes on a reciprocal basis.

**Article (7)**

**Tariffs**

The Designated Companies shall freely determine their tariffs, and shall apply reasonable tariffs that take into account all the evaluation elements involved, especially the interests of users, operating costs, service characteristics, commission rates, reasonable profit, and all commercial considerations existing in the market.

Each Party shall have the right to request the Designated Air Transport Companies appointed by the Other Party, to deposit with it and notify it of the tariff they propose in exchange for transportation to and from its territory. It shall be permissible for this submission or notification to be requested at least thirty days before the proposed date of its application, and it shall be permissible in special cases for this period to be shortened.

Neither Party shall unilaterally take action to prevent the initiation of the proposed tariff on the basis of transport between the territories of the Parties, or between the territory of one Party and the territory of a third-party State.

Either Parties shall have the right to expressly grant approval of the tariff, in accordance with paragraph (3) above, to the Air Transport Companies to which the proposed tariff is deposited. If either Party determines that the tariff falls within the categories classified in paragraph (1) above, it shall give the Other Party a notice of dissatisfaction as soon as possible, and it shall have the right to take the consultation procedures stipulated in paragraph (5) below.

However, unless the Parties agree in writing to reject the tariff in question in accordance with these procedures, the same tariff shall then be deemed to have been approved.

Each of the Parties shall have the right to request consultation on any tariff imposed by an Air Transport Company of either Parties, in exchange for the services covered by this Convention, including the tariff that has become the subject of the notice of dissatisfaction. Such consultations shall be held within thirty days after receipt of the request. The Parties shall cooperate in providing the necessary information to address this matter and, if they reach an agreement regarding the tariff for which a notice was sent, they shall use their best efforts to put this agreement into effect. However, if they do not reach any agreement, the tariff in question shall apply or continue to apply.

The proposed tariff shall be expressly approved. However, in case any of the Aviation Authorities of the Contracting Parties does not reject the proposed tariff within a reasonable period, if possible within thirty days from the date of its submission for approval, this tariff shall be considered approved. In case the period of submission is reduced in accordance with paragraph (5) of this Article, the Aviation Authorities shall be able to agree to reduce the period during which the notification of non-approval is made accordingly.

If the tariff is not agreed upon in accordance with paragraphs (3) and (4) of this Article, or if notice of dissatisfaction is given within the specified period in accordance with paragraph (5) of this Article, the Aviation Authorities of the Parties shall determine the tariff through mutual agreement.

If the Aviation Authorities of both Contracting Parties are unable to determine the tariff according to paragraph (7) of this Article, the dispute shall be resolved in accordance with the provisions of Article (22) of the this Convention.

The tariff established in accordance with the provisions of this Article, shall remain in effect until a new tariff is established. However, the use of the tariff shall not be extended by virtue of this Article for more than twelve (12) months after the date on which the tariff is deemed expired.

**Article (8)**

**Exercise of Rights**

The Designated Air Transport Company appointed by each Contracting Party shall have fair and equal opportunities to transport traffic on the Agreed Upon Services in the territory of either of the Contracting Parties, and to land them in the territory of the other Contracting Party or vice versa. The same shall be considered complementary to the transport or landing of traffic in the territory of the other Contracting Party, as well as to and from the points specified on the air route designated for this purpose. The Designated Air Transport Company appointed by each Party shall take into account the interest of the Air Transport Company of the other Contracting Party when providing the capacity of the movement carried in the territory of the other Contracting Party, which shall be landed at the points specified on the air route or vice versa, so that such movement does not unduly affect the interests of the Air Transport Company of the other Contracting Party.

The services provided by the Designated Air Transport Company appointed by either of the Contracting Parties in the territory of the other Contracting Party, shall be related to the requirements of the public for transport on the Specified air Routes, and shall meet, as a primary objective, the conditions of sufficient capacity, in order to meet the requirements of transporting passengers, goods, and mail loaded or unloaded in the territory of the Contracting Party designating the Air Transport Company.

The conditions for the transport of passengers, goods, and mail shipped from the territory of the other Contracting Party and unloaded at points of other States on the Specified air Routes or vice versa, shall be established in accordance with the general principles, so that the capacity shall be linked to the following:

(A) Requirements for the transport of traffic carried or directed to the territory of the Contracting Party designating the Air Transport Company.

(B) The requirements for the transport of traffic in the area through which the aircraft of the Air Transport Company passes, after taking into account the other air services provided by the Air Transport Companies of the States in the same region.

(C) The economic requirements of the operating segments through which the operations of the Air Transport Company pass.

4- The Contracting Parties shall agree on the capacity to be provided prior to the commencement of the Agreed Upon Services. As for the capacity to be provided later, it shall be discussed from time to time between the Aviation Authorities of the Contracting Parties, and any change in the agreed capacity shall be confirmed through the exchange of notes between them.

**Article (9)**

**Application of Laws and Regulations**

The laws and regulations of the Contracting Party regulating the entry of the operating aircraft engaged in International Air navigation into its territory, departing from it, or while flying over it, shall apply to the Designated Air Transport Company appointed by the other Contracting Party.

The laws and regulations of the Contracting Party regulating the entry, stay, and departure of passengers, crew, baggage, goods, or mail from its territory shall apply, such as those regulations related to entry and exit, immigration, customs, health, and quarantine of passengers, crew, baggage, goods, or mail carried on an aircraft of a Designated Air Transport Company appointed by the other Contracting Party, while in the aforementioned territory.

It shall not be permissible for any Contracting Party to grant its Air Transport Companies any preferential advantage over the Designated Air Transport Companies appointed by the other Contracting Party, when applying the laws and regulations set out in this case.

**Article (10)**

**Recognition of Certificates and Licences**

Certificates of Airworthiness, certificates of eligibility, and licences issued, or approved by a Contracting Party, which are valid, shall be deemed to be recognised by the Other Party for the purpose of operation on air routes and services available under this Convention, provided that the requirements under which such certificates or licences were issued or approved shall be equal to or exceed the minimum standards approved or may be deemed to be approved in accordance with the Chicago Convention.

Each Party shall reserve the right to reject the recognition for the purposes of flying over its territory, the certificates of eligibility and licences granted to its nationals, or approved to them by the Other Party or any other State.

**Article (11)**

**Leasing**

Any Party shall have the right to prevent the use of leased aircraft for the services stipulated in this Convention, when they are not in compliance with the provisions of Article 13 ((Aviation Safety)) and Article 14 ((Aviation Security)).

Without prejudice to paragraph (1), the Designated Air Transport Companies appointed by each Party shall have the right to use aircraft leased from other Air Transport Companies, provided that all participants in such arrangements shall carry the necessary licence and meet the requirements applicable to such arrangements.

Without prejudice to paragraph (1) above, the Designated Air Transport Companies appointed by each Party shall have the right to use aircraft (or aircraft and crews) leased from any Company, including other Air Transport Companies, provided that this shall not result in the leased Air Transport Company exercising a traffic transport for which it does not have a licence.

**Article (12)**

**Guarantees**

1- The Parties shall agree that the following practices of Air Transport Companies can be considered to be to some extent unfair competitive practices, and may need to be researched more closely:

A) Imposing fares and rates on air routes, which, in their entirety, are insufficient to cover the costs of providing services related to them.

B) Adding extra capacity from the limit, or increasing the frequency of services.

C) The practices under consideration shall be continuous rather than temporary.

D) The relevant practices shall have a serious adverse economic impact, or have a material damage on the other Air Transport Company.

E) The relevant practices shall reflect an apparent intent and shall have a potential impact on the restraint, exclusion, or expulsion of another Air Transport Company from the market, or.

F) Demonstrating behaviour indicating abuse of dominant position on the air route.

2- If the Aviation Authorities of one of the Parties consider that any operation(s) carried out or intended to be carried out by the Air Transport Company of the Other Party may involve the formation of an unfair competitive behaviour in accordance with the indicators listed in paragraph (1), they shall have the right to request consultations in accordance with Article (21) ((Consultation and Amendment)) with the aim of resolving the problem. Such request shall be accompanied by a notice containing the reasons for the request, and the consultations shall begin within (30) days from the submission of the request.

3- If the Parties do not reach a solution to the problem through consultations, either Party shall have the right to rely on the Settlement of Dispute mechanism listed under Article (22) ((Settlement of Dispute)) of this Convention in order to resolve the dispute.

**Article (13)**

**Aviation Safety**

Each Contracting Party shall have the right to, at any time, request consultations on safety standards in any area relating to the aircrew or aircraft, or acknowledge their operation by the other Contracting Party. Such consultations shall take place within thirty (30) days of the request.

If, after conducting such consultations, one of the Contracting Parties finds that the other Contracting Party does not apply or effectively implement the minimum safety standards in force at the time in any of those areas and set at the same time in accordance with the Chicago Convention, the first Contracting Party shall notify the other Contracting Party of what it finds, as well as of the necessary steps that need to be taken in order to comply with the minimum of those standards, and the other Contracting Party shall take the appropriate corrective action. In case the other Contracting Party fails to take appropriate action within fifteen (15) days or within a longer period as may be agreed upon, this shall be considered as the basis for the suspension of the operation licence.

Notwithstanding the duties mentioned in Article (33) of the Chicago Convention, it shall be agreed that any aircraft operated under a lease contract by or on behalf of the Air Transport Companies of one of the Parties in services to or from the territory of the Other Party, shall have the right to be subject to internal and external inspection by the representatives authorised by the other Contracting Party, with the aim of ascertaining the validity of the documents of the aircraft and its crew, as well as of the apparent condition of the aircraft and its equipment (the inspection in this Article shall be called Field Inspection), provided that this shall not lead to unjustified delay of the aircraft.

If the Field Inspection or the series of Field Inspections result in any of the following:

Serious concern that the aircraft did not meet or operate the minimum standards established at that time in accordance with the Chicago Convention.

Serious concern that the effective implementation of the hospitality standards established in accordance with the safety standards in force at the time in accordance with the Chicago Convention has not been taken into account.

The Contracting Party conducting an on-site inspection in accordance with the purposes stipulated in Article (33) of the Chicago Convention, shall then have the freedom to conclude that the requirements under which were issued certificates or licences relating to the aircraft or its crew, or under which they were deemed to be valid, or that the requirements under which the aircraft was operated, do not match or rise above the minimum standards applicable in accordance with the Chicago Convention.

If the representatives of the Air Transport Company of one of the Contracting Parties refuse to allow the Field Inspection of an aircraft operated by such Company in accordance with paragraph (3) above, the other Contracting Party shall have the freedom to conclude that the serious concern referred to in paragraph (4) of this Article has occurred, which has led to the conclusions referred to in that paragraph.

Each Contracting Party shall reserve the right to suspend or cancel the operating licence of the Air Transport Company of the other Contracting Party immediately. In case the first Contracting Party concludes that urgent measures are necessary to be taken for the safety of the operations of the Air Transport Company, whether as a result of a Field Inspection, a series of Field Inspections, refusal to conduct a Field Inspection, or otherwise.

Any action taken by one of the Contracting Parties in accordance with paragraphs (2) and (6) of this Article, shall cease to have effect, if the reasons for taking it cease to exist.

Each of the Contracting Parties shall require the Designated Air Transport Companies appointed by either one of them, to comply with the pre-notification requirements for obtaining the approval of the Civil Aviation Authorities affiliated with either of the Contracting Parties, when any Designated Air Transport Company intends to lease an aircraft that is does not own, whether registered in the investor’s State or another State, for the purpose of investing in it in the territory of either of the Contracting Parties, in accordance with the agreed points in this Convention.

In accordance with Article (83) bis of the Convention on International Civil Aviation opened for signature in Chicago on 7 December 1944, it shall be permissible for the functions and responsibilities of the State of Registry to be transferred in whole or in part, with respect to the safety peace of the use of aircraft to the State of the aircraft operator.

**Article (14)**

**Aviation Security**

The Contracting Parties shall confirm, in line with their rights and obligations under international law, that their respective obligations towards the other to protect Civil Aviation Security against acts of unlawful interference, shall be an integral part of this Convention. 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 in Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft signed in The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation done in Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports serving International Civil Aviation signed in Montreal on 23 September 1971, signed in Montreal on 24 February 1988, as well as any Convention or Protocol related to Aviation Security, acceded by both Parties.

The Contracting Parties shall provide, upon request, all necessary assistance to each other, in order to prevent unlawful acts of seizure of civil aircraft and other unlawful acts against the safety of aircraft, passengers, crew, airports, air navigation facilities and equipment, as well as to prevent any other threat to the security of the Civil Aviation.

The Contracting Parties shall, in their mutual relations, act in conformity with the provisions of Aviation Security established by the International Civil Aviation Organization and specified as Annexes to the Convention. They shall require operators of their registered aircraft or operators whose principal place of business or permanent residence is within their territories, to act in conformity with these provisions of Aviation Security. Each Party shall notify the other Party of any discrepancy between its domestic regulatory rules, as well as of any discrepancies between the International Civil Aviation Organization-approved Aviation Security standard rules and working methods contained as Annexes. Either Party shall have the right to request immediate consultations with the Other Party at any time, in order to discuss any of these differences.

Each Contracting Party shall agree that such aircraft operators need to be required to observe the Aviation Security provisions referred to in paragraph (3) of this Article, which are applied by the other Contracting Party regarding entry into, departure from, or while within, the territory of the other Contracting Party. Each Contracting Party shall ensure the effective application of appropriate measures within its territory for the protection of the aircraft, the screening of passengers, crew members, hand luggage, baggage and goods, and the aircraft’s stored materials before and during boarding, or when loading goods on board. Each Contracting Party shall give serious consideration to any request that it may receive from the other Contracting Party to take special security measures to face any specific threat.

When an incident or threat of an incident of unlawful seizure of a civil aircraft or other unlawful acts against the safety of such aircraft, its passengers, crews, airports, or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to rapidly and safely terminate such incident or thereat.

Each Party shall have the right, within sixty (60) days after notifying its Aviation Authorities, to conducts an evaluation on the security measures applied in the territory of the other Contracting Party, or the ones to be applied by aircraft operators, with respect to flights departing from or landing in the territory of the first Party. The administrative arrangements for the evaluation of these security measures, shall be agreed upon between the Aviation Authorities, and they shall be implemented without delay so as to ensure that they are evaluated quickly.

If either Party has reasonable grounds to believe that the other Party has deviated from the provisions of this Convention, it shall have the right to request consultations. Such consultations shall commence within thirty (30) days of the receipt of the request by the other Party. Failure to reach a satisfactory agreement within thirty (30) days from the commencement of the consultations shall be deemed the basis for the continued suspension, cancellation, or revocation of the operation licence granted to the Designated Air Transport Companies appointed by the Other Party, or the imposition of conditions thereon. The first Party shall have the right to, at any time, a provisional measure when justified by an emergency, or upon the occurrence of a further breach of the provisions of this Article.

**Article (15)**

**Commercial Activities**

Without prejudice to the laws and regulations of each Party, each Party shall be obligated to grant the Air Transport Companies of the Other Party, the rights to sell and market International Air Services and related products in its territory, including the rights to establish offices for those Companies, whether in the areas they serve or not.

The Parties shall agree that the Automated Booking Systems implemented in their respective territories shall operate as follows:

Protecting the interests of consumers of air transport products against any misuse of the information of Automated Booking Systems, including misleading the information available within the scope of these Systems.

Applying the Code of Professional Conduct for Automated Booking Systems approved by the International Civil Aviation Organization (ICAO), regarding to the distribution of products for passenger and goods services.

Each Party shall permit the Air Transport Companies of the other Party to do the following:

Recruit and retain foreign employees within its territory for administrative, commercial, technical, and operational work to provide air transport services, in compliance with the entry, residence, and employment laws and regulations of the receiving State.

Utilise the services and employees of any other company, authority, or Air Transport Company operating within its territory and authorised to provide these services.

Each Contracting Party shall allow the Air Transport Companies of the Other Party to pay their local expenses in its territory, including expenses for the purchase of fuel, in the local currency, or in any freely convertible currency acceptable and authorised to the Air Transport Companies.

Each Contracting Party shall grant to the Air Transport Companies of the Other Party, the right to exchange and transfer to the State it desires, at its request, all its domestic revenues resulting from the sale of air transport services directly related to air transport, in excess of the amounts spent locally within the limits of the powers of exchange and transfer allowed in its territory, provided that this shall be done quickly and without restrictions or discrimination and at the applicable exchange rate on the date of transfer.

**Article (16)**

**Submission of Schedules**

The Designated Air Transport Company appointed by one of the Contracting Parties shall, within a period of no less than thirty days from the start of the Agreed Upon Services, or before making any amendments thereto, or within thirty days from receiving a request in this regard from Civil Aviation Authorities of the Other Party, provide in advance to these authorities the data related to the nature of the services, timetables, and types of aircraft, including the capacity to be provided on any of the Specified air Routes, in addition to any other information that may be requested by the Aviation Authorities of the Other Party in order to be convinced that such Company has duly fulfilled the requirements of this Convention.

**Article (17)**

**Providing Statistics**

The Aviation Authorities of either Party, upon request and periodically, shall provide to the Aviation Authorities of the Other Party lists of statistics as may reasonably be required. These lists shall include all information necessary to determine the volume of traffic carried by the Air Transport Companies on the Agreed Upon Services, and the origin and destination of such traffic.

**Article (18)**

**Compliance with Multilateral Conventions**

If a general multilateral Convention relating to Air Transport enters into force, the provisions of that Convention shall prevail. Discussions shall be held with a view to determining the extent to which this Convention shall be deemed terminated, superseded, amended, or complementary to the provisions of the multilateral Convention, shall take place in accordance with the relevant Articles of this Convention.

**Article (19)**

**Usage Fees**

Neither Contracting Party shall impose or permit to be imposed on the Designated Air Transport Companies of the other Contracting Party, higher fees than those imposed on their own Air Transport Companies operating in similar international air services.

Each party shall encourage consultation on user fees between the relevant authorities responsible for imposing such fees and the Air Transport Companies benefiting from the services and facilitations provided by those authorities whenever possible, through organisations representing Air Transport Companies. Such users shall be notified of any proposed changes to usage fees, in order to enable them to provide their input on them before these changes are implemented. Each Party shall urge the authorities responsible for imposing fees to facilitate the exchange of necessary information regarding usage fees.

**Article (20)**

**Environmental Protection**

Both Parties shall actively support the urgent requirements for the environmental protection by encouraging the continuous development of Aviation, and both Parties shall agree, with respect to operations between their territories, to comply with the standard rules and methods of work recommended by the International Civil Aviation Organization as set out in Annex (18), as well as with the policy recommended by the same Organization regarding the Guidance for the Protection of the Environment.

**Article (21)**

**Consultation and Amendment**

In the spirit of close cooperation, the Parties or their Aviation Authorities shall consult from time to time with a view to confirming the satisfactory implementation of the provisions of this Convention and its Annexes.

Such consultation shall commence within a period of thirty days from the date of the request, unless such period is extended by agreement between the Aviation Authorities of both Parties.

Each Party shall have the right to request, at any time, consultation with the Other Party, in order to amend the provisions of the Convention and its Annexes.

Each Party shall ratify, in accordance with its respective constitutional procedures, amendments relating to the provisions of the Convention, except for amendments relating to the Route Schedule Annex. Such agreed upon amendments shall enter into force within thirty days from the date of both Parties exchanging diplomatic notes that refer to such ratifications.

It shall be permissible for the amendments relating only to the Route Schedule annexed to this Convention to be agreed upon directly in consultation between the Aviation Authorities of both Parties. In case the Aviation Authorities agree on a new Annex, such amendments shall enter into force according to the date on which they are approved by the Aviation Authorities.

**Article (22)**

**Settlement of Disputes**

If any dispute arises between the Parties relating to the interpretation or application of this Convention, they shall seek to settle it by way of negotiation.

If the Parties fail to reach a settlement for the dispute through negotiation, they shall have the right to agree to refer it to arbitration, or the dispute shall be referred at the request of either Party to a panel composed of three arbitrators, in which each Party shall appoint one arbitrator, and the third arbitrator shall be appointed by the two arbitrators that have been appointed. Each Party shall appoint one arbitrator within a period of (60) sixty days from the date of receipt by either Party of a notification from the other through diplomatic channels requesting arbitration of the dispute, and the third arbitrator shall be appointed within an additional period of (30) thirty days. If either Party 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 shall have the right to, at the request of either Party, appoint one or more arbitrators as the case may be, in which case the third arbitrator shall be a national of a third State, act as President of the Arbitral Tribunal, and shall determine the place of arbitration. If the President is deemed to be a national of a State which cannot be considered neutral in relation to the dispute, the appointment shall be made by the Vice-President, who shall not be disqualified on that basis, and the Arbitral Tribunal shall reach its decision by a majority of votes.

Each Party shall bear the expenses of the arbitrator it appoints, as well as its representatives in the arbitration procedures. The expenses of the President and any other expenses shall be borne equally by the Parties.

The Contracting Parties shall undertake to implement any decision taken in accordance with paragraph (2) of this Article.

If either Party fails to comply with any decision taken in accordance with paragraph (2) of this Article, the Other Party shall have the right to limit, suspend, or cancel the privileges granted under this Agreement to the defaulting Party or to the defaulting Air Transport Company.

**Article (23)**

**Termination of the Convention**

Each Party, at any time, shall notify the other Party in writing of its desire to terminate this Convention, provided that the same notification shall be communicated at the same time to the International Civil Aviation Organization.

In this case, the Convention shall be terminated twelve (12) months after the notification is received by the Other Party, unless the notification of termination is withdrawn before the expiry of this period by mutual agreement. In case the Other Party does not acknowledge receipt, the notification shall be deemed to have been received fourteen (14) days after such notification is received by the International Civil Aviation Organization.

**Article (24)**

**Registration with the International Civil Aviation Organization**

This Convention and any amendments thereto, shall be registered with the International Civil Aviation Organization.

**Article (25)**

**Entry into Force**

This Convention shall enter into force thirty (30) days after the Parties have notified each other through the exchange of the diplomatic notes which indicate that each Party has completed its respective constitutional procedures necessary for the entry into force of this Convention.

In witness thereof, the undersigned and duly authorised by their respective Governments, have signed this Convention.

Done in Rabat on 27 February 2018, in two original copies in the Arabic language.

For the Government of the Kingdom of Bahrain For the Government of the Kingdom of Morocco

Khalid bin Ahmed bin Mohammed Al-Khalifa Minister of Foreign Affairs

Nasser Bourita Minister of Foreign Affairs and Cooperation

**Annex**

**Route Schedule**

**Schedule (1)**

Routes that can be operated by Designated Air Transport Companies appointed by the Government of the Kingdom of Bahrain:

|  |  |  |  |
| --- | --- | --- | --- |
| **From** | **To** | **Intermediate Points** | **Beyond Points** |
| Points of the Kingdom of Bahrain  | Casablanca Marrakesh Rabat  | Points in the Middle East Cairo Other points in North Africa Points in Europe  | Points in Europe Points in North and South America  |

Routes that can be operated by Designated Air Transport Companies appointed by the Government of the Kingdom of Morocco:

|  |  |  |  |
| --- | --- | --- | --- |
| **From** | **To** | **Intermediate Points** | **Beyond Points** |
| Points in the Kingdom of Morocco  | Points in the Kingdom of Bahrain  | Cairo Other points in North Africa Jeddah and Riyadh Points in Europe  | Dubai and Abu Dhabi TBD points in Asia  |

With regard to the Fifth Freedom, coordination thereof shall be arranged thereafter between Royal Air Morocco and Gulf Air, and shall be subject to the approval of the Civil Aviation Authorities in the Contracting States.