

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF BURKINA FASO
AND
THE GOVERNMENT OF ICELAND

Delegations representing the Government of the Burkina Faso and the Government of Iceland hereinafter referred to as "the Delegations" met in Jeddah, Saudi-Arabia, on 11 December 2012 for the purpose of negotiating and concluding an Air Services Agreement in respect of operations of air services between and beyond respective territories.

The Discussions were held in a friendly and cordial atmosphere.

The composition of the two Delegations is attached as Attachment A.

The following understanding was reached between the Delegations:

1. AIR SERVICES AGREEMENT

The Delegations negotiated, agreed upon and initialed the text of the Air Services Agreement (ASA) and its Annexes in the english and french language attached as Attachment B.

The Delegations agreed to recommend to their respective Government the formal signing and adoption of the ASA pending the completion of the internal requirements necessary for the entry into force of this Agreement. The Delegations agreed that the ASA should have interim effect on an administrative level from the date herein.

2. CAPACITY AND FREQUENCY

2.1 Passenger:

The Delegations agreed that the designated airlines of each Party will be allowed to operate seven (7) frequencies scheduled passenger services, per week, on the specified routes using any type of aircraft.

2.2 Cargo:

The Delegations agreed that the designated airline(s) of each Party will be allowed to operate all cargo scheduled services including 7th freedom traffic rights on the specified routes without any restriction using any type of aircraft.


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3. TRAFFIC RIGHTS

The intermediate points and beyond points in the route Schedule and 5th freedom traffic rights which may be exercised at such points by the designated airlines shall be jointly determined between the aeronautical authorities of both Parties and could be open for the points outside the West African Economic Monetary Union Area (UEMOA). The 5th freedom traffic rights shall only be exercised in case there is no airline operating flights with 3rd and 4th traffic rights within Economic Community of West African States (CEDEAO).

4. CHARTER OPERATIONS

1. Both Delegations confirmed their willingness to positively consider the requests from airline(s) of both Parties for non scheduled services between their two countries, in accordance with the national laws and regulations in force in each Party.
2. The Delegations agreed that charter operations must not cause any unfair competitive practices and should be operated in accordance with the national legislation of the state of origin.

5. CHANGE OF GAUGE

On any sector or sectors of the routes of the Annex of the Agreement, any airline of an Party shall be entitled to perform international air transportation, including under code sharing arrangements with other airlines, without any limitation, as to change at any point or points on the route, in the type, size or number of aircraft operated provided that the flights start and end in the territory of the same Party.

6. AVOIDANCE OF DOUBLE TAXATION

The Delegations agreed to recommend to their competent authorities to conclude an agreement for the avoidance of double taxation on revenues, capital, and profits arising from their respective airlines activities and income in the territory of the other Party.

7. GENERAL COOPERATION

The Delegations agreed to extend, whenever required, their cooperation in areas related to all aviation issues such as training, maintenance, ground handling, airport operations and other similar topics.


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8. ENTRY INTO FORCE

This Memorandum of understanding (MOU) shall come into force upon signature.

Done in Jeddah, Saudi-Arabia, on 11 December 2012 in English.

**FOR THE GOVERNMENT OF
BURKINA FASO**



NANA GUISSOU/ZOURE

**FOR THE GOVERNMENT OF
ICELAND**



KRISTJÁN ANDRI STEFÁNSSON

ATTACHMENT A

Delegation of Burkina Faso

1. Nana GUISSOU/ZOURE, Director of Air Transport and Regulation
Civil Aviation Agency
Ministry of Transports, Post and Numeric Economy
2. Lucie ZEBE/TRAORE, Chief of Air Transport
Civil Aviation Agency
Ministry of Transports, Post and Numeric Economy

Delegation of Iceland

1. Kristján Andri Stefánsson, Ambassador
Ministry for Foreign Affairs (Head of Delegation)
2. Karl Alvarsson, Senior Legal Adviser
Civil Aviation Authority
3. Pétur Einarsson, CAA Director-General, ret.
Ministry of the Interior



AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF BURKINA FASO

AND

THE GOVERNMENT OF ICELAND

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The Government of Burkina Faso and the Government of Iceland hereinafter referred to as "Parties",

Being Parties to the Convention on International Civil Aviation and International Air Services Transit Agreement both opened for signature at Chicago on the seventh day of December, 1944;

Desiring to facilitate the expansion of international air services opportunities;

Recognising that efficient and competitive international air services enhance economic growth, trade, tourism, investment and the welfare of consumers;

Desiring to ensure the highest degree of safety and security in international air services and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardise the safety of persons or property, adversely affecting the operation of air services, and undermine public confidence in the safety of civil aviation; and

Desiring to conclude an Agreement for the purpose of establishing and operating air services between and beyond their respective territories;

HAVE AGREED AS FOLLOWS:



ARTICLE I DEFINITIONS

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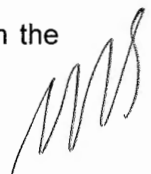


1. For the purpose of this Agreement, unless the context otherwise requires, the terms:

- a. "Aeronautical Authorities" means, in the case of the case of the Burkina Faso, the Minister responsible for Civil Aviation and in the case of Iceland, the Ministry of the Interior or in both cases any person or body authorised to exercise the functions presently assigned to the said authorities;
- b. "Agreement" means, this Agreement, its Annexes and any amendments thereto;
- c. "Agreed services" means, the international air services which can be operated, according to provisions of this Agreement on the specified routes;
- d. "Annex" means the Annex to this Agreement or any amendments thereto, in accordance with the provisions of article 24 (Consultations and amendment) of this Agreement;
- e. "Air service" "international air service", "airline" and "stop for non-traffic purposes" have the meanings specified in Article 96 of the Convention;
- f. "Capacity" means;
 - in relation to an aircraft, the payload of that aircraft available on the route or section of a route,
 - in relation to a specified air service, the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period on a route or section of a route;
- g. "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes of the Convention under Articles 90 and 94 thereof, so far as those annexes and amendments have become effective for or been ratified by both Parties;
- h. "Designated airline(s)" means any airline(s) which has/have been designated and authorized in accordance with article 3 (Designation and authorization) of this Agreement;
- i. "Ground-handling" means and includes but is not limited to passenger, cargo and baggage handling, and the provision of catering facilities and/or services;
- j. "ICAO" means the International Civil Aviation Organization;
- k. "International air transportation" means air transportation which passes through the air space over the territory of more than one State;



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- l. "Marketing airline" means an airline that offers air transportation on an aircraft operated by another airline, through code-sharing;
- m. "Schedule" means the schedule of the routes to operate air transportation services annexed to the present Agreement and any modifications thereto as agreed in accordance with the provisions of article 24 (Consultations and amendment) of the present Agreement;
- n. "Specified routes" means the routes established or to be established in the Annex to this Agreement;
- o. "Spare parts" means, articles of a repair or replacement nature for incorporation in an aircraft, including engines;
- p. "Tariff" means any fare, rate or charge, the prices to be paid for the carriage of passengers, baggage and/or cargo, excluding mail, in air transportation, including any other mode of transportation in connection therewith, charged by airlines, including their agents and the conditions governing the availability of such fare, rate or charge;
- q. "Territory" has the meaning specified in article 2 of the Convention;
- r. "Traffic" means, passengers, baggage, cargo and mail;
- s. "Regular equipment" means articles, other than stores and spare parts of a removable nature, for use on board an aircraft during flight, including first aid and survival equipment;
- t. "User charges" means fees or rates levied for the use of airports, navigational facilities and other related services offered by one Party to the other.

ARTICLE 2 GRANT OF RIGHTS

- 1. Each Party grants to the other Party the following rights for the conduct of scheduled international air services on the routes specified in Annex I to this Agreement by the designated airlines of the other Party:
 - a. to fly without landing across the territory of the other Party;



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- b. to make stops in the said territory for non-traffic purposes;
 - c. to make stops in the territory at the points specified for that route in Annex I to this Agreement for the purpose of embarking and disembarking the international traffic in combination or separately;
 - d. the rights otherwise specified in this Agreement.
2. Nothing in paragraph (1) of this article shall be deemed to confer on the airlines of one Party the privilege of taking up, in the territory of the other Party, traffic carried for remuneration or hire and destined for another point in the territory of that other Party.

ARTICLE 3 DESIGNATION AND AUTHORISATION

1. Each Party shall have the right to designate one or more airlines for the purpose of operating the agreed services on the specified routes. Such designation shall be effected by virtue of a written notification through diplomatic channels.
2. Each Party shall have the right to designate an African regional multinational airline as it designated airline to exploit the agreed services in accordance with the provisions of Articles 77 and 79 of the Chicago Convention
3. On receipt of such designation, the aeronautical authorities of other Party shall, subject to paragraphs (4) and (5) of this article, grant without delay to the designated airline(s) the appropriate operating authorization.
4. The aeronautical Authorities of one Party may require an airline(s) designated by the other Party to satisfy that it is (they are) qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operations of international air services by such authorities in conformity with the provisions of the Convention.
5. Each Party shall have the right to refuse to grant the operating authorizations referred to in paragraph (3) of this article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in article 2 (Grant of rights) of this Agreement, in any case where the Party is not satisfied that:
 - a. substantial ownership and effective regulatory control of that airline are vested in the Party designating the airline or in its nationals; and/ or



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- b. the Government designating the airline is maintaining and administering the standards set forth in Article 13 (Aviation safety) and article 14 (Aviation security) of this Agreement.
6. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services, provided that a capacity agreed upon and a tariff established in accordance with the provisions of article 5 (Capacity) and article 6 (Tariffs) of this Agreement is in force in respect of that service.

ARTICLE 4 REVOCATION OR SUSPENSION OF OPERATING AUTHORISATION

1. Each Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in article 2 (Grant of rights) of this Agreement by an airline/s designated by the other Party, or to impose such conditions as it may deem necessary on the exercise of these rights:
- a. in any case where it is not satisfied that substantial ownership and effective control of that airline is vested in the Party designating the airline or in its nationals; or,
 - b. in case of failure by that airline to comply with the laws or regulations of the Party granting the rights; or,
 - c. in case that airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.
2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultations aeronautical authorities of the State of other Party. In such a case consultations shall begin within a period of sixty (60) days from the date of request made by either Party for consultations.

ARTICLE 5 CAPACITY

1. The designated airline(s) of each Party shall enjoy fair and equal opportunity for the operation of air services between the territories of two Parties.
2. In the operation by the designated airline(s) of either Party of the specified air services, the interests of the airline of the other Party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same route.



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3. The agreed services provided by the designated airlines of the Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements of passengers and cargo including mail between the territories of the Parties.
4. In the operation of the agreed services, the total capacity to be provided and the frequency of the services to be operated by the designated airlines of each Party shall be, at the outset, be mutually determined by the aeronautical authorities of the Parties before the services are inaugurated. Such capacity and frequency of services initially determined may be reviewed and revised from time to time by said authorities.

ARTICLE 6 TARIFFS

1. Each Party shall allow the tariffs for international air services operated to/from/through its territory to be established by the designated airlines at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit and the tariffs of other airlines. Intervention by the Parties shall be limited to :
 - a) prevention of unreasonably discriminatory prices or practices;
 - b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - c) protection of airlines from prices that are artificially low due to direct or indirect governmental subsidy or support.
2. The tariffs established under paragraph (1) shall not be required to be filed by the designated airlines of one Party with the aeronautical authorities of the other Party for approval.
3. Neither Party shall allow its designated airline or airlines, in the establishment of tariffs, either in conjunction with any other airline or airlines or separately, to abuse market power in a way which has or is likely or intended to have the effect of severely weakening a competitor, being a designated airline of the other Party, or excluding such a competitor from a route.
4. The Parties agree that the following airline practices, in relation to the establishment of tariffs, may be regarded as possible unfair competitive practices which may merit closer examination:



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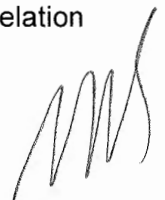
- a. charging fares and rates on routes at levels which are, in the aggregate, insufficient to cover the costs of providing the services to which they relate;
 - b. the practices in question are sustained rather than temporary;
 - c. the practices in question have a serious economic effect on, or cause significant damage to, designated airline(s) of the other Party; and
 - d. behaviour indicating an abuse of dominant position on the route.
5. In the event that either aeronautical authority is dissatisfied with a tariff proposed or in effect for an airline of the other Party, the aeronautical authorities will endeavour to settle the matter through consultations, if so requested by either authority. In any event, the aeronautical authority of a Party shall not take unilateral action to prevent the coming into effect or continuation of a tariff of an airline of the other Party.
6. Notwithstanding the foregoing, the designated airlines of one Party shall provide, on request, to the aeronautical authorities of the other Party the information relating to the establishment of the tariffs, in a manner and format as specified by such authorities.
7. No Party shall impose on the other Party's designated airlines a first-refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to capacity, frequency or traffic that would be inconsistent with the purposes of this Agreement.

ARTICLE 7 TAXES, CUSTOMS DUTIES AND OTHER CHARGES

1. Aircraft operated on international air services by the designated airline of either Party, as well as their regular equipment, spare parts (including engines), supplies of fuels and lubricants (including hydraulic fluids), and aircraft stores (including food, beverages, liquor, tobacco and other products for sale to or use by passengers during flight) carried on board, such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Party, provided such equipment and supplies remain on board the aircraft until such time as they are re-exported or are used on board aircraft on the part of the journey to be performed over that territory.
2. The following items also shall be exempt from the same duties and taxes, in relation with the exception of carriage corresponding to the service performed:



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- a. aircraft stores taken on board in the territory of either Party, within limits fixed by the authorities of the said Party, and for use on board aircraft engaged in an international service of the Party;
 - b. spare parts (including engines) and regular airborne equipment entered into the territory of either Party for the maintenance or repair of aircraft used on international services by the designated airline(s) of the other Party;
 - c. fuel and lubricants (including hydraulic fluids) destined to supply aircraft operated on international services by the designated airline of the other Party, even when these supplies are to be used on the part of the journey to be performed over the territory of the Party in which they are taken on board;
 - d. printed ticket stock, airway bills any printed material bearing insignia of a designated airline of a Party and usual publicity material distributed without charge by that designated airline intended for use in the operation of international services until such time as they are re-exported.
3. Materials referred to in paragraph (2) above shall be subject to supervision or control of customs authorities.
4. The regular airborne equipment, spare parts (including engines), aircraft stores and supplies of fuels and lubricants (including hydraulic fluids) as well as the materials and supplies retained on board the aircraft of either Party may be unloaded in the territory of the other Party only with the approval of the customs authorities of such territory. In such case, they shall be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations of that Party.
5. The fees corresponding to the services performed in relation to the storage and customs clearance will be charged in accordance with the national laws and regulations of the State of the Parties.

ARTICLE 8 DIRECT TRANSIT

Subject to the laws and regulations of each Party, passengers, baggage, cargo and mail in direct transit across the territory of one Party and not leaving the area of the airport reserved for such purpose shall only be subject to a very simplified control except in respect of security measures against violence, air piracy and smuggling of narcotics and psychotropic substances. Such baggage, cargo and mail shall be exempt from customs, excise and similar duties, fees and charges not based on the cost of services provided on arrival.



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ARTICLE 9 USER CHARGES

1. Airports, aviation security and other related facilities and services that are provided in the territory of one Party shall be available for use by the airlines of the other Party on terms no less favourable than the most favourable terms available to any airline engaged in similar international air services at the time arrangements for use are made.
2. The designated airline or airlines of one Party shall be permitted, in accordance with the national laws and regulations of both Parties, to perform its own specified ground handling services in the territory of the other Party and, at its option, to have ground handling services provided in whole or in part by any agent authorized, if required by domestic laws and regulations, by the competent authorities of the other Party to provide such services.
3. The setting and collection of fees and charges imposed in the territory of one Party on an airline of the other Party for the use of airports, aviation security and other related facilities and services shall be just and fair. Any such fees and charges shall be assessed on an airline of the other Party on terms no less favourable than the most favourable terms available to any airline engaged in similar international air services at the time the fees or charges are imposed.
4. Each Party shall encourage discussions between its competent charging authorities and the airlines using the services and facilities, or where practicable, through airlines' representative organizations. Users shall be informed, with as much notice as possible, of any proposals for changes in user charges, to enable them to express their views before the changes are made.

ARTICLE 10 NON- NATIONAL PERSONNEL AND ACCESS TO LOCAL SERVICES

1. In accordance with the laws and regulations of the other Party relating to entry, residence and employment the designated airline or airlines of one Party shall be entitled to bring in and to maintain in the territory of the other Party their own administrative, commercial, sales, operational, technical and other specialist staff who are required for the operation of the agreed services.
2. These staff requirements may, at the option of the designated airline or airlines of one Party, be satisfied by its own personnel or by using the services and personnel of any other organization, company or airline operating in the territory of the other Party and which has been authorized to perform such services for other airlines.
3. The representatives and staff shall be subject to the laws and regulations in force of the other Party. Consistent with such laws and regulations each Party shall, on the



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basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph (1) of this article.

ARTICLE 11 CURRENCY CONVERSION AND REMITTANCE OF EARNINGS

1. Each designated airline(s) shall have the right to sell and issue its own transportation documents in the territory of the other Party through its sales offices and, at its discretion, through its agents. Such airlines shall have the right to sell such transportation, and any person shall be free to purchase such transportation in any convertible currency and/or in local currency.
2. Each designated airline(s) shall have the right to convert and remit to its country, on demand, at the official rate of exchange, the excess of receipts over expenditures achieved in connection with the carriage of traffic. In the absence of appropriate provisions of a payments agreement between the Parties, the above mentioned transfer shall be made in convertible currencies and in accordance with the national laws and foreign exchange regulations applicable.
3. The conversion and remittance of such revenues shall be permitted without restriction at the rate of exchange applicable to current transactions which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges except those normally made by banks for carrying out such conversion and remittance.
4. The designated airline(s) of each Party shall have the right at their discretion to pay for local expenses, including purchases of fuel, in the territory of the other Party in local currency or, provided this accords with local currency regulations, in freely convertible currencies

ARTICLE 12 MUTUAL RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licenses, issued or rendered valid by one Party and still in force shall be recognized as valid by the other Party for the purpose of operating the agreed services on the specified routes provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention. However, each Party reserves the right to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licenses granted to its own nationals or rendered valid for them by the other Party or any other State.



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2. If the privileges or conditions of the licenses or certificates referred to in paragraph (1) above, issued by the aeronautical authorities of one Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the minimum standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization (ICAO) , the other Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question. Failure to reach satisfactory agreement shall constitute grounds for the application of Article 4 (Revocation or Suspension of Operating Authorization) of this Agreement.

ARTICLE 13 AVIATION SAFETY

1. Each Party may request consultations at any time concerning safety standards in any area relating to aeronautical facilities and services, to aircrew, aircraft or their operation adopted by the other Party. Such consultations shall take place within thirty (30) days of that request.
2. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer, in the aspects mentioned in paragraph 1 of this Article, safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Party shall notify the other Party of those findings and the steps considered necessary to conform with those minimum ICAO standards, and that other Party shall take appropriate corrective action within an agreed period. Failure to take appropriate action within the agreed period shall be grounds for the application of article 4 (Revocation, Suspension or Limitations of Authorization) of this Agreement.
3. Notwithstanding the obligations mentioned in article 16 of the Convention, it is agreed that any aircraft operated by or on behalf of the airline of one Party on services to or from the territory of the State of the other Party may, while within the territory of the State of the other Party, be made subject of an examination (in this Article called "ramp inspection"), without unreasonable delay. This would be an inspection by the authorized representatives of the other Party, on board and around the aircraft. However, the obligations mentioned in article 33 of the Convention, the objective of this inspection will be to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment, in accordance with the established effective norms on the basis of the Convention.
4. If any such ramp inspection or series of ramp inspections gives rise to:
 - a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention;

or

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

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

- 5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the designated airline of a Party in accordance with paragraph (3) above is denied by the representative of that airline, the other Party shall be free to infer that serious concerns of the type referred to in paragraph (4) above arise and draw the conclusions referred in that paragraph.
- 6. Each Party reserves the right to suspend or vary the operating authorization of the airline of the other Party immediately in the case the first Party concludes, whether as a result of a ramp inspection, the denial of an access to a ramp inspection or a series of ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
- 7. Any action by one Party in accordance with paragraphs (2) or (6) above shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 14 AVIATION SECURITY

- 1. Consistent with their rights and obligations under international law, the Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on 23 September 1971 and Protocol for the Suppression of Unlawful Acts of Violence at Airports serving International Civil Aviation, signed at Montreal on 24 February 1988 or the Convention on the Marking of Plastic Explosives for the Purpose of Detection done at Montreal on 1 March 1991 or any other Convention on aviation security to which the Parties are parties.



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2. Upon request, the Parties shall provide 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, of airports and air navigation facilities, and to address any other threat to the security of civil aviation.
3. The Parties, in their mutual relations, shall act in conformity with all aviation security standards and appropriate recommended practices established by ICAO and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Parties. They shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions as are applicable to the Parties. Accordingly each Party shall advise the other Party of any difference between its national regulations and practices and the aviation security standards of the Annexes referred to above. Either Party may request immediate consultations with the other Party at any time to discuss any such differences which shall be held in accordance with paragraph 2 of article 24 (Consultations and amendment) of this Agreement.
4. Each Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph (3) above required by the other Party for entry into, departure from, or while within, the territory of that other Party. Each Party shall secure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, and baggage, cargo and aircraft stores prior to and during boarding or loading. Each Party shall also give sympathetic consideration to any request from the other 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 Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof, with minimum risk to life.
6. Each Party shall take such measures, as it may find practicable, to ensure that an aircraft subject to an act of unlawful seizure or other acts of unlawful interference, which has landed in the territory of the respective State is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.

ARTICLE 15 SECURITY OF TRAVEL DOCUMENTS

1. Each Party agrees to adopt measures to ensure the security of their passports and other travel documents.



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2. In this regard, each Party agrees to establish controls on the lawful creation, issuance, verification and use of passports and other travel documents and identity documents issued by, or on behalf of, that Party.
3. Each Party also agrees to establish or improve procedures to ensure that travel and identity documents issued by it are of such quality that they cannot easily be misused and cannot readily be unlawfully altered, replicated or issued.
4. Pursuant to the objective above, each Party shall issue their passports and other travel documents in accordance with relevant ICAO standards on Machine Readable Travel Documents.
5. Each Party further agree to exchange operational information regarding forged or counterfeit travel documents on request, and to cooperate with the other to strengthen resistance to travel document fraud, including the forgery or counterfeiting of travel documents, the use of forged or counterfeit travel documents, the use of valid travel documents by imposters, the misuse of authentic travel documents by rightful holders in furtherance of the commission of an offence, the use of expired or revoked travel documents, and the use of fraudulently obtained travel documents.

ARTICLE 16 COMPUTER RESERVATION SYSTEMS (CRS)

Each Party shall apply the ICAO Code of Conduct for the Regulation and Operation of Computer Reservation Systems within its territory.

ARTICLE 17 BAN ON SMOKING

1. Each Party shall prohibit or cause their airlines to prohibit smoking on all flights carrying passengers operated by its airlines between the territories of the Parties. This prohibition shall apply to all locations within the aircraft and shall be in effect from the time an aircraft commences enplanement of passengers to the time deplanement of passengers is completed.
2. Each Party shall take all measures that it considers reasonable to secure compliance by its airlines and by their passengers and crew members within the provisions of this Article, including the imposition of appropriate penalties for non-compliance.

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ENVIRONMENTAL PROTECTION

The Parties support the need to protect the environment by promoting the sustainable development of aviation. The Parties agree with regard to operations between their respective territories to comply with the ICAO Standards and Recommended Practices (SARPs) of Annex and the existing ICAO policy and guidance on environmental protection.

ARTICLE 19 APPLICABILITY TO CHARTER/NON SCHEDULED FLIGHTS

1. The provisions set out in Articles 23 Application of Laws and Regulations, 13 Aviation Safety, 12 Mutual Recognition of Certificates and Licenses, 14 Aviation Security, 7 Taxes, Customs Duties and Other Charges, 22 Statistics, 9 User Charges, 10 Non-National Personnel and Access to Local Services, 11 Currency Conversion and Remittance of Earnings, and 24 Consultations and Amendment of this Agreement apply as well to charters and other non-scheduled flights operated by the air carriers of one Party into or from the territory of the other Party .
2. The provisions of paragraph 1 of this Article shall not affect national laws and regulations governing the authorization of charter or non-scheduled flights or the conduct of air carriers or other parties involved in the organization of such operations.

ARTICLE 20 LEASING

1. Either Party may prevent the use of leased aircraft for services under this Agreement which does not comply with Articles 13 (Aviation Safety) and 14 (Aviation Security) of this Agreement.
2. Subject to paragraph 1 above, the designated airlines of each Party may use aircraft leased from any company, including other airlines, provided that this would not result in a lesser airline exercising traffic rights it does not have.

ARTICLE 21 FLIGHT SCHEDULE SUBMISSION

1. The designated airline(s) of each Party may be required to submit its envisaged flight schedules for approval to the aeronautical Authorities of the other Party on each schedule period (summer and winter) at least thirty (30) days prior to the operation of the agreed services.



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2. For supplementary flights which the designated airline of one Party wishes to operate on the agreed services outside the approved flight schedule, that airline has to request prior permission from the aeronautical authorities of the other Party. Such requests shall be submitted in accordance with the national laws and regulations of the Parties. The same procedure shall be applied to any modification thereof.

ARTICLE 22 STATISTICS

The aeronautical authorities of either Party shall supply to the aeronautical authorities of the other Party at their request, such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of the first Party. Such statements shall include all information required to determine the amount of traffic carried by that airline on the agreed services and the origins and destinations of such traffic.

ARTICLE 23 APPLICATION OF NATIONAL LAWS AND REGULATIONS

1. The laws and the regulations of a Party relating to the entry into, sojourn in or departure from its territory of aircraft engaged in international air services, or to the operation and navigation of such aircraft or flights of such aircraft over that territory shall be applied to aircraft of the airline designated by the other Party.
2. The laws and the regulations of one Party governing entry into, sojourn in or departure from its territory of passengers, crew, baggage or cargo, including mail, such as formalities relating to entry, exit, clearance, emigration and immigration, aviation security, passports, customs, currency, postal, health and quarantine shall be complied with by or on behalf of such passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airlines of the other Party while they are within the said territory.
3. Each Party shall, upon request of the other Party, supply the copies of the relevant laws, regulations and procedures referred to in this Agreement.

ARTICLE 24 CONSULTATIONS AND AMENDMENT

1. In a spirit of close co-operation, the Aeronautical Authorities of the Parties shall consult each other from time to time with a view to the implementation, interpretation, application or amendment of this Agreement and the Annexes thereto.



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2. Should one Party request consultations with a view to modify this Agreement or its Annexes, such consultations shall begin at the earliest possible date but not later than sixty (60) days from the date the other Party receives the written request, unless otherwise agreed by the Parties. Such consultations may be conducted through discussion or by correspondence. Each Party shall prepare and present during such consultations relevant evidence in support of its position in order to facilitate rational and economic decisions to be taken.
3. If either of the Parties considers it desirable to amend any provision of this Agreement, such modification enters into force when the Parties will have notified to each other the fulfillment of their constitutional procedures.
4. Amendments to the Annexes may be made by direct agreement between the aeronautical authorities of the Parties. They shall be applied provisionally from the date they have been agreed upon and enter into force when confirmed by an exchange of diplomatic notes.

ARTICLE 25 SETTLEMENT OF DISPUTES

1. If any dispute arises between the Parties relating to the interpretation or application of this Agreement, the Parties shall in the first place endeavour to settle their dispute by negotiations between aeronautical Authorities of the States of both Parties.
2. If the said Aeronautical Authorities fail to reach a settlement by negotiation, the dispute shall be settled through diplomatic channels.
3. If the Parties fail to reach a settlement pursuant to paragraphs (1) and (2) above, either Party may in accordance with its relevant laws and regulations refer the dispute to an arbitral tribunal of three arbitrators, one to be named by each Party and the third arbitrator, who shall be the umpire, to be agreed upon by the two arbitrators so chosen, provided that such arbitrator shall not be a national of the State either Party and shall be a national of a State having diplomatic relations with each of the Parties at the time of appointment.

Each Party shall nominate its arbitrator within a period of sixty (60) days from the date of receipt, through registered mail, of a notice of arbitration. The umpire shall be appointed within a further period of sixty (60) days following the appointment of the arbitrator by each of the Parties.

If a Party fails to nominate its arbitrator within the specified period or in case the chosen arbitrators fail to agree on the umpire within the mentioned period, each Party may request the President of the Council of ICAO to appoint the umpire or the arbitrator representing the Party in default, as the case may require.



4. The Vice-President or a senior member of the ICAO Council, not being a national of either of the Parties, as the case may be, shall replace the President of ICAO in its arbitral duties, as mentioned in paragraph (3) of this Article, in case of absence or incompetence of the latter.
5. The arbitral tribunal shall determine its procedures and the place of arbitration subject to provisions agreed upon between the Parties.
6. The decisions of the arbitral tribunal shall be final and binding upon the Parties to the dispute.
7. If either Party or the designated airline of either Party fails to comply with the decision given under paragraph (2) of this article, the other Party may limit, suspend or revoke any rights or privileges which have been granted by virtue of this Agreement to the Party in default.
8. Each Party shall bear the expenses of its own arbitrator. The expenses of the umpire, including his/her fees and any expenses incurred by ICAO in connection with the appointment of the umpire and/or the arbitrator of the Party in default as referred to in paragraph (3) of this article shall be shared equally by the Parties.
9. Pending the submission to arbitration and thereafter until the arbitral tribunal publishes its award, the Parties shall, except in the event of termination, continue to perform all their obligations under this Agreement without prejudice to a final adjustment in accordance with the said award.

ARTICLE 26 REGISTRATION

This Agreement, its Annexes and all amendments thereto shall be registered with ICAO.

ARTICLE 27 MULTILATERAL AGREEMENTS

In the event of conclusion of a multilateral convention or agreement concerning air transport to which both Parties adhere, this Agreement shall be modified to conform with the provisions of such convention or agreement.

ARTICLE 28 TITLES



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Titles are inserted in this Agreement at the head of each article for the purpose of reference and convenience and in no way define limit, or describe the scope or intent of this Agreement.

ARTICLE 29 VALIDITY and TERMINATION

This Agreement is concluded for an unlimited period of time.

Either Party may at any time give notice to the other Party of its decision to terminate this Agreement; such notice shall simultaneously be communicated to ICAO.

In such case, the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Party unless the notice to terminate is withdrawn by mutual agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Party, the notice shall be deemed to have been received fourteen (14) working days after the date on which ICAO will have received communication thereof.

ARTICLE 30 ENTRY INTO FORCE

This Agreement shall enter into force when the Parties will have notified to each other the fulfillment of their legal formalities with regard to the conclusion and the entering into force of international agreements.

In witness thereof, the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed this Agreement comprising thirty (30) articles and two (2) Annexes and have affixed thereto their seals.

Done at ***** the ***** day of ***** the year ***** in duplicate, in the French, Icelandic and English language, all texts being equally authenticated.

In case of any divergence of implementation, interpretation or application, the English text shall prevail.

**FOR THE GOVERNMENT
OF BURKINA FASO**

**FOR THE GOVERNMENT
OF ICELAND**



A N N E X I **ROUTE SCHEDULE**

1. The airlines designated by the Burkina Faso shall be entitled to operate air services in both directions as follows:

From	Intermediate Points	To Iceland	Beyond Points
Points in Burkina Faso	Any points	To be decided	To be decided

2. The airlines designated by Iceland shall be entitled to operate air services in both directions as follows:

From	Intermediate Points	To Burkina Faso	Beyond Points
Points in Iceland	Any points	To be decided	To be decided

Notes:

(*)The intermediate points and beyond points on the above routes, and 5th freedom traffic rights which may be exercised at such points by the designated airlines shall be jointly determined between the aeronautical authorities of both Parties and could be open for the points outside the West African Economic Monetary Union Area. The 5th freedom traffic rights shall only be exercised in case there is no airline operating flights with 3rd and 4th traffic rights within Economic Community of West African States.



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(*) Intermediate and beyond points may be omitted by the designated airline(s) on any or all flights at their discretion provided that such services on this route shall start and terminate in the territory of the Party designating the airline.

A handwritten signature in black ink, consisting of a stylized, cursive letter 'Z' or '3'.A handwritten signature in black ink, consisting of a stylized, cursive 'MS' or similar initials.

ANNEX II CODE SHARING

The designated airline(s) of either Party may enter into marketing arrangements such as blocked space, code sharing or other commercial arrangements with:

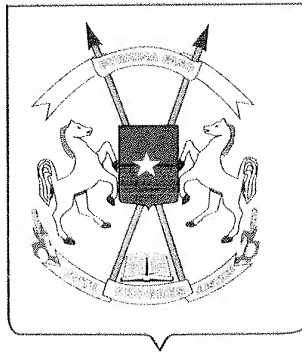
- a) an airline or airlines of the same Party;
- b) an airline or airlines of other Party;
- c) an airline or airlines of a third country

provided that all airlines in the above arrangements hold the appropriate route and traffic rights, and, in respect of each ticket sold, the purchaser is informed at the point of sale which airline will operate each sector of the service.

For third party code share arrangements all airlines in such arrangements are subject to the approval of the aeronautical authorities of both Parties. Should such a third party not authorized or allow comparable arrangements between the airlines of the other Party and other airlines on services to, from and via such third country, the aeronautical authorities of the concerned Party have the right not to accept such arrangements

It is the common understanding of both Parties that code-share services are not counted against the frequency entitlement of the marketing airline.





Nous soussigné, **Yipènè Djibrill BASSOLE**, Ministre des Affaires Etrangères et de la Coopération Régionale du **Burkina Faso**, attestons par les présentes que :

Madame Nana GUISSOU née ZOURE, Directrice du Transport et de la Réglementation Aéronautique à l'Agence Nationale de l'Aviation Civile (ANAC),
Chef de délégation ;

Membre :

- Madame Lucie ZEBA née TRAORE, **Chef du Service Transport Aérien** à l'Agence Nationale de l'Aviation Civile (ANAC) ;

ONT REÇU

PLEINS POUVOIRS

pour participer à la cinquième (5^{ème}) conférence de l'Organisation de l'Aviation Civile Internationale (OACI) sur les négociations des services aériens (ICAN 2012), qui se déroulera du 07 au 12 Décembre 2012 à Djeddah (Royaume d'Arabie Saoudite), et pour signer, sous réserve de ratification par le Gouvernement du Burkina Faso, les instruments qui seront retenus à l'issue des travaux.

Fait à Ouagadougou, le

16 DEC. 2012


Yipènè Djibrill BASSOLE
Commandeur de l'Ordre National

Inscrit au Registre du
Protocole d'Etat

Sous le N° - - - 00059/2012