

AGREEMENT ON CIVIL AVIATION BETWEEN THE GOVERNMENT
OF NEW ZEALAND AND THE GOVERNMENT OF THE COOK ISLANDS

The Government of New Zealand and the Government of the Cook Islands (hereinafter referred to as "the Governments") having regard to the constitutional relationship existing between their two countries and the wish of the Government of the Cook Islands to assume full autonomy in civil aviation matters have agreed as follows:

Article 1

International Air Traffic Rights

- 1 The Cook Islands Government shall have sole control of all international air traffic rights into and out of the Cook Islands.
- 2 The Governments shall consult promptly with a view to concluding an air services agreement between them concerning the establishment of air services between and beyond their respective territories. Pending the conclusion of such an agreement, Air New Zealand shall continue to enjoy all its present rights including the

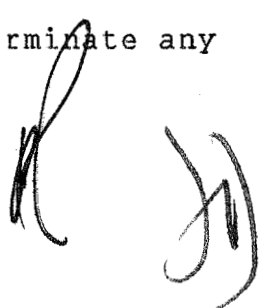
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exclusive right to operate the service on the Auckland-Rarotonga-Auckland route. During any such period, the New Zealand Government shall continue to ensure the provision of such air services on that route as are adequate, having regard to economic factors, to foster the growth of tourism and commercial activity in the Cook Islands and to provide for the reasonable requirements of Cook Island residents.

- 3 The New Zealand Government shall at the request of the Cook Islands Government consider providing, to the extent appropriate, technical advice concerning international air services to, through and from the Cook Islands.

- 4 Such bilateral air services agreements as the New Zealand Government has concluded and which are binding on the Cook Islands Government shall continue in force until their expiry or earlier termination or until they cease to apply to the Cook Islands. The Cook Islands Government shall continue to observe its obligations pursuant to any such agreement.


Consistently with the constitutional relationship the New Zealand Government shall consult the Cook Islands Government on any proposal to amend or terminate any such agreement.

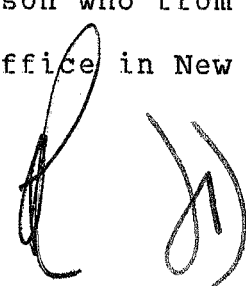


- 5 Pending the conclusion of the air services agreement referred to in paragraph 1 of this article, the New Zealand Government shall consult the Cook Islands Government on the establishment or variation of international airline tariffs on the route specified in that paragraph. On routes specified in any of the agreements referred to in paragraph 4 of this article, the New Zealand Government shall take into account the views of the Cook Islands Government in the establishment or variation of international airline tariffs.

Article 2

Regulatory Control

- 1 The provisions, international standards, recommended practices and procedures contained in Part I of the Convention on International Civil Aviation 1944 and in the Annexes to the Convention together with any amendments to Part I of the Convention or to any such Annexes which are made in accordance with the terms of the Convention by which the Cook Islands is bound shall continue to be applied to civil aviation in the Cook Islands.
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- 2 (a) In order to ensure that civil aviation in the Cook Islands is conducted in conformity with the standards contained in the instruments referred to in Article 2(1) above, the Cook Islands Government shall establish an office of the Director of Civil Aviation with such statutory powers including the power to appoint such expert advisers as are necessary for the effective performance of his functions.
- (b) The New Zealand Government agrees to act in an advisory capacity to the Cook Islands Government in matters related to the safety of civil aviation in the Cook Islands and upon request shall assist where able in the training of Cook Islands personnel in such matters.
- (c) For a period of five years from the date this Agreement enters into force or until such time as The Cook Islands Government is in a position to appoint a person expert in the regulation of civil aviation to assume the functions of Director of Civil Aviation, whichever is the sooner, the Cook Islands Government shall appoint to that office the person who from time to time holds the equivalent office in New Zealand.
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Article 3

Ownership, Management, Operation and Control of Rarotonga International and Aitutaki Airports

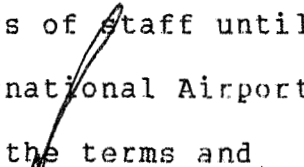
- 1 On the day this Agreement enters into force, the Cook Islands Government shall establish an Airport Authority in succession to that established pursuant to the Rarotonga Airport Authority Order 1981 which thereupon shall be revoked. The Airport Authority shall own, operate, manage and maintain Rarotonga International and Aitutaki Airports to the relevant safety standards in an efficient, economical and commercial manner. The Cook Islands Government shall provide the Airport Authority with such statutory powers including the power to set landing fees, as are necessary for the discharge of its functions.
- 2 The New Zealand Government shall transfer to the Airport Authority to hold on behalf of the Cook Islands Government title to all the land presently comprising Rarotonga International Airport, the buildings and installations thereon and all plant and equipment owned and employed in the airport operation including associated housing.

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- 3 The New Zealand Government shall transfer the entire Aitutaki airport operation including such plant and equipment as it owns to the Airport Authority to hold on behalf of the Cook Islands Government.
- 4 The Cook Islands Government shall impose no taxes, duties, levies or require any payment of any kind on any of the transfers referred to in this Article.

Article 4

Transitional Arrangements concerning Rarotonga International Airport and Aitutaki Airport

- 1 Cook Islands staff employed at Rarotonga International Airport and at Aitutaki Airport shall continue in their employment on the terms and conditions existing at the time this Agreement enters into force.
 - 2 Members of staff other than those referred to in paragraph 1 of this article shall be allowed the opportunity to continue their employment on the same terms and conditions upon which they were appointed. The New Zealand Government shall remain responsible for the remuneration of such members of staff until their employment at Rarotonga International Airport comes to an end in accordance with the terms and
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conditions mentioned herein. Thereafter, the remuneration for such employees whom the Airport Authority wishes to retain shall be the responsibility of the Cook Islands Government.

- 3 The apportionment of any debt or liability attaching to the airport operations between the two Governments shall be determined by reference to the date on which such debts or liabilities were incurred. Those debts and liabilities incurred prior to the date on which this Agreement enters in force shall be the responsibility of the New Zealand Government.
- 4 Prior to the date on which this agreement enters into force, the governments shall consult in an effort to ensure that the new arrangements set out in the agreement are implemented without disruption to airport services. In this connection the New Zealand Government shall facilitate access by the Cook Islands Government to all information then existing in its possession which is relevant to the operation of the airports.

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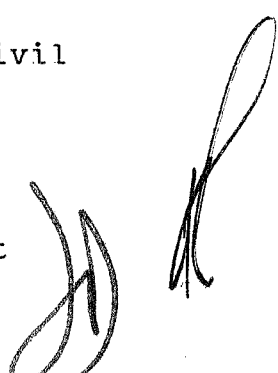
Article 5

Taxes and Levies

- 1 The Cook Islands Government may impose such taxes and levies on air passengers as are necessary to assist the efficient operation of the Airport. For a period of five years following the entry into force of this Agreement, any taxes so collected shall be applied solely for airport purposes.

Article 6

Technical and Financial Assistance

- (a) The Governments shall consult together to determine appropriate arrangements for technical assistance concerning the maintenance, management and operation of Rarotonga International and Aitutaki Airports.
 - (b) For a period of five years from the date this Agreement enters into force the New Zealand Government shall give careful consideration to any request by the Cook Islands Government for other assistance in civil aviation matters with a view to determining the appropriateness of such assistance within the priorities of the New Zealand Official Development Assistance Programme.
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Article 7

New Zealand Meteorological Service

- 1 The land, buildings, installations, plant and equipment referred to in Article 3 shall not include those comprising the New Zealand Meteorological Service operation adjacent to Rarotonga International Airport nor its installations, plant and equipment at Aitutaki Airport. The Cook Islands Government agrees to assist and facilitate as appropriate the New Zealand Meteorological Service in its functions and shall permit the Service to continue using its present premises and facilities at Aitutaki Airport at no charge.
- 2 Staff employed in the Cook Islands by the New Zealand Meteorological Service shall not be affected by this Agreement.
- 3 The Governments shall consult with a view to concluding an agreement between them concerning the provision of meteorological services by the New Zealand Meteorological Service.

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Article 8

Entry into Force

This Agreement shall enter into force on 1 April 1986 or on such earlier date as agreed in writing through the diplomatic channel between the Governments. On the entry into force of this Agreement, the Civil Aviation Agreement between the Government of New Zealand and the Government of the Cook Islands done at Wellington on 1 November 1968 and Rarotonga on 7 February 1969 together with the Exchange of Letters pertaining thereto dated 5 and 14 February 1969 shall terminate.

In witness whereof the undersigned, duly authorised by
their respective Governments have signed this Agreement

Done at Rarotonga this 6th day of August 1985 in two
copies

Thomas Davis

For the Government of
the Cook Islands

August 1985 in two

David Kang

the Government of

For the Government of
New Zealand