

No. 28

UNITED STATES OF AMERICA AND PORTUGAL

Air transport Agreement (with Annex and Exchange of Notes). Signed at Lisbon on 6 December 1945. Came into force on 6 December 1945, by signature

English and Portuguese official texts communicated by the United States representative to the United Nations. The registration took place on 20 May 1947.

ETATS-UNIS D'AMERIQUE ET PORTUGAL

Accord (avec annexe et échange de notes) relatif aux services de transport aérien. Signé à Lisbonne, le 6 décembre 1945. Entré en vigueur le 6 décembre 1945, par signature

Textes officiels anglais et portugais communiqués par le représentant des Etats-Unis auprès de l'Organisation des Nations Unies. L'enregistrement a eu lieu le 20 mai 1947.

No. 28. AIR TRANSPORT AGREEMENT BETWEEN THE
UNITED STATES OF AMERICA AND PORTUGAL.
SIGNED AT LISBON ON 6 DECEMBER 1945

Having in mind the resolution recommending a standard form of agreement for provisional air routes and services, included in the Final Act of the International Civil Aviation Conference signed at Chicago on December 7, 1944, and the desirability of mutually stimulating and promoting the sound economic development of air transportation between the United States and Portugal, the two Governments parties to this arrangement agree that the further development of air transport services between their respective territories shall be governed by the following provisions:

Article 1

The contracting parties grant the rights specified in the Annex hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date, as established in paragraph (b) of Article 2:

Article 2

(a) Subject to the other provisions of this agreement, each of the air services so described shall be placed in operation as soon as the contracting party to whom the rights have been granted by Article 1 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the contracting party granting the rights shall, subject to Article 7 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airline so designated may be required to qualify before the competent aeronautical authorities of the contracting party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this agreement.

(b) It is understood that either contracting party granted commercial rights under this agreement should exercise them at the earliest practicable date except in the case of temporary inability to do so.

Article 3

The terms and conditions of operating rights which may have been granted previously by either contracting party to the other contracting party or to an air-

line of such other contracting party shall not be abrogated by the present agreement, except for any provisions included in the agreement conferring such operating rights which would prevent any airline designated under Article 2 above from operating under the present agreement.

Article 4

In order to prevent discriminatory practices and to assure equality of treatment, it is agreed that:

(a) Each of the contracting parties may impose or permit to be imposed just and reasonable charges for the use of public airports, and other facilities under its control. Each of the contracting parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts introduced into the territory of one contracting party by the other contracting party or its nationals, and intended solely for use by aircraft of such other contracting party shall be accorded national treatment with respect to the imposition of customs duties, inspection fees or other national duties or charges by the contracting party whose territory is entered.

(c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one contracting party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other contracting party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

Article 5

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one contracting party shall be recognized as valid by the other contracting party for the purpose of operating the routes and services described in the Annex. Each contracting party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another State.

Article 6

(a) The laws and regulations of one contracting party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its

territory, shall be applied to the aircraft of the other contracting party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of that party.

(b) The laws and regulations of one contracting party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations, relating to entry, clearance, immigration, passports, customs, and quarantine, shall be complied with by or on behalf of such passengers, crew, or cargo of the other contracting party upon entrance into or departure from, or while within the territory of the first party.

Article 7

Each contracting party reserves the right to withhold or revoke a certificate or permit to an airline of the other party in any case where it is not satisfied that substantial ownership and effective control are vested in nations of either party to this agreement, or in case of failure of an airline to comply with the laws of the State over which it operates, as described in Article 6 hereof, or to perform its obligations under this agreement.

Article 8

This agreement and all contracts connected therewith, shall be registered with the Provisional International Civil Aviation Organization.

Article 9

In the event either of the contracting parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent authorities of both contracting parties, such consultation to begin within a period of sixty days from the date of the request. When the aforementioned authorities mutually agree on new or revised conditions affecting the attached Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

Article 10

This agreement or any of the rights for air transport services granted thereunder may, without prejudice to Article 3 above, be terminated by either contracting party upon giving one year's notice to the other contracting party.

Article 11

This agreement including the provisions of the Annex thereto, will come into force on the day it is signed.

DONE at Lisbon in duplicate in the English and Portuguese languages, each of which shall be of equal authenticity, this 6th day of December, 1945.

For the Government of the
United States of America
Herman B. BARUCH

For the Government of Portugal
Oliveira SALAZAR

[SEAL]

ANNEX TO AIR TRANSPORT AGREEMENT BETWEEN THE UNITED
STATES OF AMERICA AND PORTUGAL

A. Airlines of the United States of America authorized under the present agreement are accorded rights of transit and non-traffic stop in Portuguese territory. The right to pick up and discharge international traffic in passengers, cargo and mail at the Azores, Lisbon and Macao is granted on the following routes:

1. United States to the Azores to Lisbon and beyond to (a) London and (b) Barcelona and points beyond; in both directions.
2. United States to Lisbon (the airline operating this route will have the right of non-traffic stop at the Azores) thence to Madrid and points beyond; in both directions.
3. United States via intermediate points in the Pacific to Macao thence to Hongkong (and/or Canton); in both directions.

B. Airlines of Portugal authorized under the present agreement are accorded rights of transit and non-traffic stop in the territory of the United States, as well as the right to pick up and discharge international traffic in passengers, cargo, and mail at New York, on the following route:

1. Lisbon via the Azores and Bermuda to New York; in both directions.

December 6, 1945

EXCHANGE OF NOTES

I

The American Ambassador to the Portuguese Minister for Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

Lisbon, December 6, 1945

Excellency:

I have the honor to refer to the Air Transport Agreement between the United States and Portugal which was concluded today and in connection therewith to inform Your Excellency that my Government understands that all American aircraft flying over the territory of metropolitan Portugal will be required to land at Lisbon, unless consent to overfly in special cases has been obtained in advance by the air carrier from the Portuguese Government.

I avail myself of this opportunity to express to Your Excellency the renewed assurances of my highest consideration.

Herman B. BARUCH

His Excellency

Dr. Antonio de Oliveira Salazar,
Minister for Foreign Affairs, Lisbon

II

The Portuguese Minister for Foreign Affairs to the American Ambassador

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS

Lisboa, 6 de Dezembro de 1945

Senhor Embaixador

Tenho a honra de acusar a recepção da Nota de Vossa Excelência desta data, comunicando-me o seguinte:

“Tenho a honra de referir-me ao Acôrdo de Transportes Aéreos hoje assinado entre os Estados Unidos e Portugal e de em relação ao mesmo comunicar a Vossa Excelência que o meu Governò concorda em que tòdas as aeronaves americanas que sobrevoem o território metropolitano de Portugal deverão descer

em Lisboa, a menos que uma permissão para sobrevôo em casos especiais seja previamente obtida do Governo Português pela carreira aérea.”

Ao tomar devida nota da referida comunicação informo igualmente Vossa Excelência de que o “tratamento nacional” mencionado no Acôrdo que hoje assinamos sobre navegação aérea não deverá ser menos favorável do que o tratamento concedido à nação mais favorecida, mas em caso contrário seria aplicável aos Estados Unidos da América o tratamento que fôsse mais favorável.

Aproveito esta oportunidade para apresentar a Vossa Excelência os protestos da minha mais alta consideração.

Oliveira SALAZAR

A Sua Excelência
O Senhor Dr. Herman Baruc
& & &

Translation

MINISTRY OF FOREIGN AFFAIRS

Lisbon, December 6, 1945

Mr. Ambassador:

I have the honor to acknowledge receipt of Your Excellency's note of this date, communicating to me the following:

[See note of December 6, 1945 from the American Ambassador to the Portuguese Minister for Foreign Affairs.]

Taking due note of the communication referred to, I likewise inform Your Excellency that the “national treatment” mentioned in the Agreement which we signed today on air navigation is not to be less favorable than the treatment granted to the most-favored nation, but in a contrary case the treatment which would be most favorable would be applicable to the United States of America.

I avail myself of this opportunity to present to Your Excellency the assurances of my highest consideration.

Oliveira SALAZAR

His Excellency Herman Baruch
& & &