

No. 1308

**CANADA
and
PORTUGAL**

**Agreement for air services between Canadian and Portuguese territories (with annex and exchange of notes).
Signed at Lisbon, on 25 April 1947**

Official texts: English and Portuguese.

Registered by the International Civil Aviation Organization on 18 July 1951.

**CANADA
et
PORTUGAL**

**Accord relatif aux services aériens entre les territoires
canadien et portugais (avec annexe et échange de notes).
Signé à Lisbonne, le 25 avril 1947**

Textes officiels anglais et portugais.

Enregistré par l'Organisation de l'aviation civile internationale le 18 juillet 1951.

No. 1308. AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF PORTUGAL FOR AIR SERVICES BETWEEN CANADIAN AND PORTUGUESE TERRITORIES. SIGNED AT LISBON, ON 25 APRIL 1947

The Government of Canada and the Government of Portugal, desiring to conclude an agreement for the purpose of establishing certain air services as soon as possible to, in or over Canadian and Portuguese territories, have accordingly appointed plenipotentiaries for this purpose, who, being duly authorized to this effect have agreed as follows :

Article 1

Each contracting party grants to the other contracting party the right specified in the Annex to this Agreement for the purpose of the establishment of the air service therein described (hereinafter referred to as the "agreed services"). The agreed services may be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

Article 2

(1) Each of the agreed services may be put into operation as soon as the contracting party to whom the rights have been granted has designated an airline or airlines for the specified route or routes and the contracting party granting the rights shall, subject to the provisions of paragraph 2 of this Article and of Article 6, be bound to grant without delay the appropriate operating permission to the airline concerned.

(2) The airline designated may be required to satisfy the competent aeronautical authorities of the contracting party granting the rights that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied by these authorities to the operations of commercial airlines.

Article 3

(1) The charges which either of the contracting parties may impose, or permit to be imposed, on the designated airline of the other contracting party

¹ Came into force on 25 April 1947, by signature, in accordance with article 12.

for the use of airports and other facilities 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.

(2) Fuel, lubricating oils and spare parts introduced into or taken on board aircraft in the territory of one contracting party by, or on behalf of, the other contracting party or its designated airline and intended solely for use by the aircraft of the other contracting party shall be accorded, with respect to customs duties, inspection fees or other charges imposed by the former contracting party, treatment not less favourable than that granted to national airlines engaged in international air transport or the airline of the most favoured nation.

(3) Aircraft operated on the agreed services and supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board aircraft of the designated airline of one contracting party shall be exempt in the territory of the other contracting party from customs duties, inspection fees or similar duties or charges, even though such supplies be used by such aircraft on flights in that territory.

Article 4

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

Article 5

(1) The laws and regulations of one contracting party relating to entry into 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 apply to aircraft of the designated airline of the other contracting party.

(2) The laws and regulations of one contracting party relating to entry into 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 applicable to the passengers, crew or cargo of the aircraft of the designated airline of the other contracting party while in the territory of the first contracting party.

Article 6

Each contracting party reserves the right to withhold or revoke the rights described in the Annex to this Agreement in any case in which it is not satisfied that substantial ownership and effective control of the designated airline of the other contracting party are vested in nationals of that contracting party, or in case of failure by the designated airline to comply with its laws and regulations as referred to in Article 5, or otherwise to fulfil the conditions under which the rights are granted in accordance with this Agreement.

Article 7

This Agreement shall be registered with the Council of the International Civil Aviation Organization set up by the Convention on International Civil Aviation signed at Chicago on 7th December 1944.¹

Article 8

If either of the contracting parties considers it desirable to modify any provision or provisions of the Annex to this Agreement, such modification may be made by direct agreement, between the competent air authorities of the contracting parties, confirmed by the exchange of notes.

Article 9

Any dispute between the contracting parties relating to the interpretation or application of this Agreement or of the Annex thereto shall be referred for decision to the Council of the International Civil Aviation Organization, unless the contracting parties agree to settle the dispute by reference to an Arbitral Tribunal appointed by agreement between the contracting parties or to some other person or body. The contracting parties undertake to comply with the decision given.

Article 10

In the event of the conclusion of any other multilateral convention concerning air transport to which both the contracting parties adhere, this Agreement shall be modified to conform with the provisions of such Convention.

¹ United Nations, *Treaty Series*, Vol. 15, p. 295; Vol. 26, p. 420; Vol. 32, p. 402; Vol. 33, p. 352; Vol. 44, p. 346, and Vol. 51, p. 336.

Article 11

Either contracting party may at any time give notice to the other if it desires to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, this Agreement shall terminate twelve months after the date of receipt of the notice by the other contracting party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgment of receipt by the other contracting party notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

Article 12

This Agreement shall enter into force immediately upon signature.

DONE in duplicate this twenty-fifth day of April nineteen hundred and forty-seven at Lisbon in the English and Portuguese languages, both texts being equally authentic.

IN WITNESS THEREOF the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed the present Agreement and have affixed thereto their seals.

For the Government of Canada :

Lester S. GLASS

For the Government of Portugal :

José CAEIRO DA MATTA

ANNEX

TO AIR AGREEMENT BETWEEN PORTUGAL AND CANADA

1. An airline designated by the Government of Canada shall, in accordance with the provision of this agreement, be accorded on the route specified below the right to fly across Portuguese territory, to land for non-traffic purposes at any of the stopping places in cases of emergency.
2. An airline designated by the Government of Canada may, further, operate a return service originating in Canada and terminating in or passing through Portuguese territory on the route specified below and may take on and put down at Lisbon or the Azores, passengers, mail and cargo for and from Canada, it being understood that on any flights crossing the mainland of Portugal including flights across the mainland of Portugal covered in Article 1 of this Annex a stop shall be made at Lisbon.
3. The route to be operated by the designated airline of the Government of Canada shall be :—

Montreal, via such intermediate stopping places as may be mutually agreed, to the Azores and/or Lisbon and thence to the United Kingdom and countries beyond—in both directions.

4. Trans-Canada Airlines, as the designated airline of the Government of Canada, shall, for the operation of this service, be deemed to be qualified to fulfil the conditions referred to in Article 2 Para. (2) of this Agreement.
5. An airline designated by the Government of Portugal shall, in accordance with the provisions of this Agreement, be accorded on the route specified below the right to fly across Canadian Territory without landing, to land for non-traffic purposes at any of the stopping places in Canadian territory, and also the right to use landing facilities elsewhere in Canadian territory in cases of emergency.
6. An airline designated by the Government of Portugal may, further, operate a return service originating in Portugal and terminating in or passing through Canadian territory on the route specified below and may take on and put down at Montreal passengers, mail and cargo for and from Portugal.
7. The route to be operated by the designated airlines of the Government of Portugal shall be :—

The Azores and/or Lisbon via such intermediate stopping places as may be mutually agreed to Montreal and countries beyond—both directions.
8. The two contracting parties agree that when the Government of Portugal designates an airline to operate a service between Portugal and Canada as provided in Article 5 of this Annex, the present agreement shall, if this is requested by one of the contracting parties, be amended by the insertion in this Annex, of Clause 5 (c) to 7 (b) inclusive of the Annex to the Agreement between the Government of the United Kingdom and the Government of Portugal for Air Services between British and Portuguese territories signed at Lisbon on December 6, 1945.¹

Lester S. GLASS

Caciro DA MATTA

¹ United Nations, *Treaty Series*, Vol. 5, p. 37.

EXCHANGE OF NOTES

I

*The Acting Consul General of Canada
to the Minister of Foreign Affairs of Portugal*

THE CANADIAN CONSULATE GENERAL

Lisbon, 25th April, 1947

Sir,

I have the honour to refer to the Agreement for Air Services which was concluded today by our two Governments and in connection therewith to confirm to your Excellency that it is expressly understood that should any service, operated over a route referred to in Clause 3 of the Annex to this Agreement, include landings in the Iberian Peninsula, it shall include at least one stop in Lisbon.

Accept, Sir, the renewed assurances of my highest consideration.

Lester S. GLASS

II

*The Minister of Foreign Affairs of Portugal to
the Acting Consul General of Canada*

PORTUGUESE TEXT — TEXTE PORTUGAIS

TRANSLATION¹ — TRADUCTION²

Lisboa, 25 de Abril de 1947

Lisbon, April 25, 1947

Senhor Consul Geral,

Sir,

Tenho a honra de me referir ao Acordo sobre serviços aéreos hoje assinado entre os nossos dois Governos e de, em relação ao mesmo, confirmar a V.Ex.^a. o seguinte :

I have the honour to refer to the Agreement concerning Air Services which was signed today between our two Governments and, in this connexion, to confirm to Your Excellency the following :

¹ Translation communicated by the International Civil Aviation Organization.

² Traduction transmise par l'Organisation de l'aviation civile internationale.

Fica expressamente entendido que quando um serviço, explorado numa rota prevista no parágrafo 3º. do Anexo a este Acordo, incluir escalas na Península Ibérica, haverá pelo menos uma paragem em Lisboa.

Aproveito a oportunidade, Senhor Consul Geral, para apresentar a V. Ex^a. os protestos da minha distinta consideração.

José CAEIRO DA MATTA

Senhor Lester S. Glass
Consul Geral do Canada
Lisboa

It is expressly understood that in cases where a service operated over a route provided for in paragraph 3 of the Annex to this Agreement shall include landings in the Iberian Peninsula, it shall include at least one stop in Lisbon.

I take this opportunity to present to your Excellency the assurances of my high consideration.

José CAEIRO DA MATTA

Mr. Lester S. Glass
Consul General of Canada
Lisbon