

No. 1469

**COLOMBIA
and
PORTUGAL**

**Agreement on civil air transport (with annex). Signed at
Lisbon, on 9 March 1951**

Official texts: Spanish and Portuguese.

Registered by the International Civil Aviation Organization on 23 October 1951.

**COLOMBIE
et
PORTUGAL**

**Accord relatif aux transports aériens civils (avec annexe).
Signé à Lisbonne, le 9 mars 1951**

Textes officiels espagnol et portugais.

Enregistré par l'Organisation de l'aviation civile internationale le 23 octobre 1951.

[TRANSLATION — TRADUCTION]

No. 1469. AGREEMENT¹ ON CIVIL AIR TRANSPORT BETWEEN THE GOVERNMENTS OF PORTUGAL AND COLOMBIA. SIGNED AT LISBON, ON 9 MARCH 1951

The Governments of Portugal and Colombia, desiring to promote civil air transport between their respective territories, in conformity with the resolution² adopted on 7 December 1944 by the International Civil Aviation Conference at Chicago, Illinois, U.S.A., recommending a standard form for agreements on provisional air routes and services, have concluded the present Agreement, which shall govern regular air transport services between the said territories, in the following terms :

Article I

For the application of this Agreement and its annex, except as otherwise provided in the text :

(a) The term "aeronautical authority" shall signify :

So far as concerns Portugal, the "Direcção Geral da Aeronáutica Civil" or any other body or organization authorized to carry out the functions at present performed by the "Direcção Geral da Aeronáutica Civil";

So far as concerns Colombia, the "Dirección General de Aeronáutica Civil" or any other body or organization authorized to carry out the functions at present performed by the "Dirección General de Aeronáutica Civil".

(b) The term "airline designated" shall signify an airline which the aeronautical authorities of one of the Contracting Parties has indicated, in writing, to the aeronautical authorities of the other Contracting Party as the airline which that Party intends to designate, under article III of this Agreement, to operate the routes mentioned in the respective notification.

(c) The word "territory" corresponds to the definition in article II of the Chicago Convention on International Civil Aviation³ (7 December 1944).

¹ Came into force on 9 March 1951, as from the date of signature, in accordance with article XIV.

² International Civil Aviation Conference, Chicago, Illinois, 1 November to 7 December 1944, *Final Act and Related Documents*, United States of America, Department of State publication 2282, Conference Series 64.

³ 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.

(d) The definitions given in article 96, paragraphs (a), (b) and (d), of the Chicago Convention on International Civil Aviation (7 December 1944) shall apply to this Agreement.

Article II

The Contracting Parties shall grant each other the necessary rights, as specified in the annex, for the establishment of the international civil air routes and services specified therein. Such services may be inaugurated immediately or at a later date, at the option of the Contracting Party to which the rights are granted.

Article III

(a) Each of the services to which the preceding article refers shall be put into operation as soon as the Contracting Party entitled thereto has designated one or more airlines to operate the route in question, and the other Contracting Party shall be bound to give the necessary permission provided that the airline or airlines so designated satisfy the conditions set forth in the present article and in article VIII.

Before inauguration of the services contemplated in the present Agreement, any airline designated by either Contracting Party may be required to satisfy the aeronautical authorities of the other Contracting Party, in accordance with the laws and regulations normally applied by those authorities, that it is qualified to operate such a service. The inauguration of services is further subject, in areas of hostilities or military occupation or in areas affected thereby, to the approval of the competent military authorities.

(b) It is understood that either Contracting Party granted commercial rights under this Agreement shall exercise them at the earliest possible date, except in the case of temporary inability to do so.

Article IV

Operating rights previously granted by either Contracting Party to a third State or an airline shall continue in force in accordance with the terms on which they were granted.

Article V

In order to avoid discrimination and ensure equality of treatment :

(a) Each of the Contracting Parties may impose, or permit to be imposed, fair and reasonable charges for the use of airports and other facilities. Each

of the Contracting Parties agrees, however, that such charges shall not be higher than those 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 or taken on board civil aircraft in the territory of either Contracting Party by the other Contracting Party or by its nationals, and intended solely for use by the aircraft of the latter Contracting Party's airlines, shall be accorded, with respect to customs duties, inspection fees and other duties or charges, the same treatment as national airlines or most-favoured-nation treatment.

(c) Aircraft employed in the services covered by this Agreement, and fuel supplies, lubricating oils, spare parts, regular equipment and other aircraft stores carried by civil aircraft of an airline of either Contracting Party authorized to operate the routes and services specified in the annex shall, upon entering or leaving the territory of the other Contracting Party, be exempt from customs duties, inspection fees and other similar duties or charges, even though such supplies be used or consumed by such aircraft on flights over that territory.

(d) Goods exempted under the terms of the preceding paragraph may only be unloaded with the permission of the customs authorities concerned, and shall remain under fiscal supervision until re-exported.

Article VI

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by either Contracting Party shall be recognized as valid by the other for the purpose of operating the routes and services specified in the Annex. Each Contracting Party reserves the right, however, to refuse to recognize as valid, for the purpose of flight over its own territory, certificates of competency or licences issued to its own nationals by another State.

Article VII

(a) The laws and regulations of either Contracting Party concerning the admission to or departure from its territory of aircraft engaged in international air navigation, or the operation and navigation of such aircraft within its territory, shall apply to aircraft of the other Contracting Party and shall be complied with by such aircraft upon entering or leaving or while within the territory of the first Contracting Party.

(b) The laws and regulations of either Contracting Party concerning the admission to or departure from its territory of passengers, crew or cargo, and the formalities relating to entry, clearance, immigration, passports, customs

and quarantine shall be complied with by or on behalf of the passengers, crew and forwarding agents concerned, upon entering or leaving and while within the territory of that Contracting Party.

Article VIII

Each Contracting Party reserves the right to withhold or revoke the authorization granted to any airline designated by the other Contracting Party if it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of one or other of the Contracting Parties, or in case of failure on the part of the airline designated to comply with the laws and regulations referred to in article VII, or to observe the conditions subject to which rights have granted to it in accordance with this Agreement.

Article IX

The present Agreement shall be registered with the International Civil Aviation Organization established by the Convention on International Civil Aviation signed at Chicago on 7 December 1944.

Article X

Should either of the Contracting Parties consider it desirable to modify the conditions specified in the annex, it shall make proposals in that sense to the other Party, and the aeronautical authorities of both Parties shall enter into negotiations within sixty days from the date of such proposals. If the said authorities reach agreement on new conditions, or on the modification of those laid down in the annex, the said agreement shall enter into force after ratification by exchange of diplomatic notes.

Article XI

Any dispute between the Contracting Parties regarding the interpretation or application of the present Agreement or its annex shall be referred for decision to the International Civil Aviation Organization, unless the Contracting Parties agree to refer the dispute to an arbitral tribunal appointed by the two Contracting Parties, or to some other body or organization. The Contracting Parties undertake to comply with the decision given.

Article XII

Should the two Contracting Parties ratify or accede to any multilateral air convention, the present Agreement and its annex shall be amended so as to conform with the provisions of that convention, as soon as it comes into force for the two Contracting Parties.

Article XIII

Either Contracting Party may, at any time, give notice to the other that it desires to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. Such notice having been given, the present Agreement shall expire twelve months after the date of receipt of the notice by the other Contracting Party, unless such notice be withdrawn by common consent before the end of that period. Failing acknowledgment of receipt of the notice by the Contracting Party to which it was addressed, notice shall be deemed to have been received fourteen days after its receipt by the International Civil Aviation Organization.

Article XIV

The present Agreement shall come into force on the date of signature.

DONE at Lisbon, this ninth day of March, nineteen hundred and fifty-one, in duplicate, in the Spanish and Portuguese languages, both texts being equally authentic.

For the Government of Portugal :
(Signed) Paulo CUNHA

For the Government of Colombia :
(Signed) LUCIO PABÓN NÚÑEZ
(Signed) MAURICIO OBREGÓN

ANNEX

1. The airline or airlines authorized to operate air services on the routes specified in schedule I to this annex shall be designated by the Portuguese Government.
2. The airline or airlines authorized to operate air services on the routes specified in schedule II to this annex shall be designated by the Colombian Government.
3. For the purpose of operating air services on the routes specified in schedule I, the Portuguese airlines designed in accordance with paragraph 1 above shall have the right to cross Colombian territory without landing, to make non-traffic stops therein and to pick up and set down international passenger, cargo and mail traffic as provided in this annex, and in addition shall have the right to use, on the said routes, airports and ancillary facilities designated for international traffic.
4. For the purpose of operating air services on the routes specified in schedule II, the Colombian airlines designated in accordance with paragraph 2 above shall have the right to cross Portuguese territory without landing, to make non-traffic stops therein and to pick up and set down international passenger, cargo and mail traffic as provided in this annex, and in addition shall have the right to use, on the said routes, airports and ancillary facilities designated for international traffic.

5. The air transport facilities provided for the public shall bear a close relationship to the requirements for such transport.

6. There shall be fair and equal opportunity for the airlines of each Contracting Party to operate on those routes between their respective territories which are covered by this Agreement and its annex.

7. In the operation by the airlines of either Government of the trunk services specified in schedules I and II to this annex, the interests of the airlines of the other Government shall be taken into consideration so as not to affect unduly the services which the latter provides over the whole or part of the same routes.

8. It is the understanding of both Governments that the primary objective of services operated by an airline designated under the present Agreement and its annex shall be the provision of capacity adequate to the traffic demands between the country to which the airline belongs and the country of ultimate destination of the traffic. On such services the right to pick up and set down international passenger, cargo and mail traffic to or from third countries at any points or points on the routes specified in this annex shall be exercised in accordance with the general principles of orderly development of air transport to which both Governments have subscribed, and shall be subject to the general principle that capacity shall be related to :

(a) Traffic requirements between the country of origin and the countries of destination;

(b) The requirements of economical operation of the services in question;

(c) The traffic requirements of the area traversed, in so far as they are not satisfied by local and regional air services.

9. If the whole or part of any route specified in schedules I and II of this annex is served by the airlines of both Contracting Parties, they may open negotiations with a view to a system of co-operative working over the said route or part thereof. Any agreement reached shall be submitted for approval to the competent aeronautical authorities of the two Parties.

10. For the purposes of the two preceding paragraphs, the Colombian Government formally recognizes the very special nature of the air services between Portugal and Brazil, which shall be considered as being of the same character as the last category of services mentioned in paragraph 8 (c). The Portuguese Government in turn recognizes the very special nature of the air services between Colombia and Ecuador.

11. The rates to be determined in accordance with paragraph 12 below shall be fixed at reasonable levels, due regard being paid to all relevant factors such as operating costs, a reasonable profit margin, the rates fixed by any other regular operators and the special characteristics of each service.

12. The rates to be charged on the routes or parts thereof operated by airlines of the two Contracting Parties shall be agreed upon in the first instance between the

airlines, and shall then be submitted for approval to the aeronautical authorities of the said Contracting Parties. In fixing such rates, the recommendations of the International Air Transport Association shall be taken into consideration. In the event of the airlines being unable to reach agreement, the Contracting Parties shall endeavour to reach an agreement. Should they fail to do so, the procedure laid down in article XI of this Agreement shall be followed.

13. It is understood that this Agreement shall not prevent either Contracting Party from concluding agreements on the apportionment of traffic with any of the countries covered by the routes mentioned in schedules I and II of this annex, without prejudice to the free exercise of the rights conferred by the Agreement and this annex of the airlines of the other Contracting Party operating services over the whole or part of those routes.

(Signed) P. CUNHA

(Signed) L. NÚÑEZ

(Signed) M. OBREGÓN

SCHEDULE I

PORTUGUESE ROUTES TERMINATING IN OR CROSSING COLOMBIAN TERRITORY

(a) Lisbon—Ilha de Sal—Cayenne—Paramaribo—Georgetown—Port-of-Spain—Caracas—Barranquilla—and points beyond outside Colombia, in both directions.

(b) Lisbon—Santa Maria (Azores)—Bermuda—Miami—Cuba or Puerto Rico—Barranquilla—and points beyond outside Colombia, in both directions.

1. The above-mentioned routes may be modified by agreement between the competent aeronautical authorities of the two Contracting Parties.

2. The airline or airlines operating these routes may omit one or more intermediate stops provided the omission is previously announced in the time-tables of the said airlines. Nevertheless, the airline or airlines designated by the Portuguese Government to fly over Colombian territory must land once in each flight in either direction at Barranquilla airport. Announcement of the omission of one or more stops does not mean that they may not take place.

3. To the extent to which local and regional services, already set up or to be set up in the future, do not meet the traffic requirements between the points indicated below, the airline or airlines designated by the Government of Portugal shall have the right to pick up and set down international passenger, cargo and mail traffic to or from Bermuda, Port-of-Spain, Cuba or Puerto Rico and Caracas. This right may not however be exercised between Barranquilla and Cuba or Puerto Rico, and between Barranquilla and Caracas without previous agreement between the aeronautical authorities of the two Contracting Parties.

4. It is understood that, on the above-mentioned routes, the airline or airlines designated by the Government of Portugal may not pick up or set down at any point on Colombian territory international passenger, cargo and mail traffic to or from any point in the territory of the United States of America.

(Signed) P. CUNHA

(Signed) L. NÚÑEZ
(Signed) M. OBREGÓN

SCHEDULE II

COLOMBIAN ROUTES TERMINATING IN OR CROSSING PORTUGUESE TERRITORY

(a) Barranquilla—Caracas—Puerto Rico—Bermuda—Santa Maria (Azores)—Lisbon—and points beyond outside Portugal; or

Barranquilla—Caracas—Port-of-Spain—Ilha de Sal—Lisbon—and points beyond outside Portugal.

(b) Points beyond outside Portugal—Lisbon—Santa Maria (Azores)—Bermuda—Puerto Rico—Caracas—Barranquilla; or

Points beyond outside Portugal—Lisbon—Ilha de Sal—Port-of-Spain—Caracas—Barranquilla.

1. The above-mentioned routes may be modified by agreement between the competent aeronautical authorities of the two Contracting Parties.

2. The airline or airlines operating these routes may omit one or more intermediate stops, with the exception of Santa Maria or Ilha de Sal, provided the omission is previously announced in the time-tables of the said airlines. The stop at Lisbon may not be omitted:

(a) If the aircraft flies over Portuguese continental territory, and

(b) When a stop is made at Santa Maria on flights to or from any point in Spanish continental territory. Announcement of the omission of one or more stops does not mean that they may not take place.

3. To the extent to which local and regional services, already set up or to be set up in the future, do not meet the traffic requirements between the points indicated below, the airline or airlines designated by the Government of Colombia shall have the right to pick up and set down at Lisbon and Santa Maria international passenger, cargo and mail traffic to or from Paris, Rome and London, and Bermuda respectively. This right may not however be exercised between Lisbon and Paris, and between Lisbon and London, without previous agreement between the aeronautical authorities of the two Contracting Parties.

4. It is understood that, on the above-mentioned routes, the airline or airlines designated by the Government of Colombia may not pick up or set down at any point on Portuguese territory international passenger, cargo and mail traffic to or from any point in Spanish territory.

(Signed) P. CUNHA

(Signed) L. NÚÑEZ
(Signed) M. OBREGÓN