

No. 1978

**BURMA
and
UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND**

**Air Transport Agreement. Signed at Rangoon, on 25 October
1952**

Official text: English.

Registered by the International Civil Aviation Organization on 12 December 1952.

**BIRMANIE
et
ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD**

**Accord relatif aux transports aériens. Signé à Rangoon, le
25 octobre 1952**

Texte officiel anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 12 décembre 1952.

No. 1978. AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNION OF BURMA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND. SIGNED AT RANGOON, ON 25 OCTOBER 1952

The Government of the Union of Burma, and the Government of the United Kingdom of Great Britain and Northern Ireland,

Being parties to the Convention² on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and

Desiring to conclude an Agreement supplementary to the said Convention for the purpose of establishing air services between and beyond Burmese and United Kingdom territories,

Have agreed as follows :

Article 1

For the purpose of the present Agreement, unless the context otherwise requires :—

- (a) the term "the 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 or Convention under Articles 90 and 94 thereof ;
- (b) the term "aeronautical authorities" means, in the case of the Union of Burma, the Minister of Transport and Communications and any person or body authorized to perform the functions presently exercised by the said Minister of Transport and Communications or similar functions, and, in the case of the United Kingdom, the Minister of Civil Aviation, and any person or body authorized to perform any functions presently exercised by the said Minister or similar functions ;
- (c) the term "designated airline" means an airline which the aeronautical authorities of either Contracting Party shall have notified in writing to the aeronautical authorities of the other Contracting Party as the airline designated

¹ Came into force on 25 October 1952, as from the date of signature, in accordance with article 16.

² United Nations, *Treaty Series*, Vol. 15, p. 295 ; Vol. 26, p. 420 ; Vol. 32, p. 402 ; Vol. 33, p. 352 ; Vol. 44, p. 346 ; Vol. 51, p. 336, and Vol. 139, p. 469.

by it in accordance with Article 2 of the present Agreement for the routes specified in such notifications ;

- (d) the term "change of gauge" shall mean the operation of one of the agreed services by a designated airline in such a way that the section of the route nearer the terminal in the territory of the Contracting Party designating the airline is flown by aircraft different in capacity from those used on the more distant section ;
- (e) the terms "territory", "air service", "international air service", "airline" and "stop for non-traffic purposes" shall have the meanings respectively assigned to them in Articles 2 and 96 of the Convention.

Article 2

(1) Each Contracting Party shall designate in writing to the other Contracting Party one or more airlines for the purpose of operating by virtue of the present Agreement services on the routes specified in the Schedule to the present Agreement (hereinafter respectively referred to as the agreed services and the specified routes).

(2) On receipt of the designation the other Contracting Party shall, subject to the provisions of paragraph (3) of this Article and of Article 3 of the present Agreement, without delay grant to the airline or airlines designated the appropriate operating permission.

(3) The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations which they normally apply in conformity with the provisions of the Convention to the operation of commercial airlines.

(4) At any time after the provisions of paragraphs (1) and (2) of this Article have been complied with, an airline so designated and authorized may begin to operate the agreed services.

Article 3

(1) Each Contracting Party shall have the right to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the rights specified in Article 5 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those rights in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of the Contracting Party designating the airline.

(2) Each Contracting Party shall have the right, after consultation with the other Contracting Party, to suspend the exercise by an airline of the rights

specified in Article 5 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those rights in any case where the airline fails to comply with the laws or regulations of the Contracting Party granting those rights or otherwise to operate in accordance with the conditions prescribed in the present Agreement.

Article 4

Fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores introduced into the territory of one Contracting Party, or taken on board aircraft in that territory, by or on behalf of the other Contracting Party or its designated airline or airlines and intended solely for use by or in the aircraft of those airlines shall be accorded the following treatment by the first Contracting Party in respect of customs duties, inspection fees and other similar national or local duties and charges :

- (a) in the case of fuel and lubricating oils remaining on board aircraft at the last airport of call before departure from the said territory, exemption ; and
- (b) in the case of fuel and lubricating oils not included under (a) and spare parts, regular aircraft equipment and aircraft stores, treatment not less favourable than that accorded to similar supplies introduced into the said territory or taken on board aircraft in that territory, and intended for use by or in the aircraft of a national airline of the first Contracting Party, or of the most favoured foreign airline, engaged in international air services.
- (c) The supplies so exempted may only be unloaded with the approval of the customs authorities of the other Contracting Party and shall, when unloaded, be kept under the supervision of the customs authorities until they are re-loaded.

This treatment shall be in addition to and without prejudice to that which each Contracting Party is under obligation to accord under Article 24 of the Convention.

Article 5

(1) Subject to the provisions of the present Agreement, the airlines designated by each Contracting Party shall enjoy, while operating the agreed services, the rights (a) to fly their aircraft across the territory of the other Contracting Party, (b) to make stops in the said territory for non-traffic purposes and (c) to make stops in the said territory at the point specified in the Schedule to the present Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail.

(2) Paragraph (1) of this Article shall not be deemed to confer on the airlines of one Contracting Party the right to take up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 6

(1) There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

(2) In operating the agreed services, the airlines of each Contracting Party shall take into account the interests of the airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

(3) The agreed services provided by the designated airlines of the Contracting 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 for the carriage of passengers, cargo and mail between the territory of the Contracting Party designating the airline and the country of ultimate destination of the traffic. Provision for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to :—

- (i) traffic requirements between the country of origin and the country of destination of the traffic ;
- (ii) traffic requirements of the area through which the airline passes, after taking account of other air transport services established by airlines of the States comprising the area ; and
- (iii) the requirements of through airline operation.

Article 7

A designated airline of one Contracting Party may make a change of gauge at a point in the territory of the other Contracting Party only on the following conditions :

- (i) that it is justified by reason of economy of operation ;

- (ii) that the aircraft used on the section more distant from the terminal in the territory of the former Contracting Party are smaller in capacity than those used on the nearer section ;
- (iii) that the aircraft of smaller capacity shall operate only in connection with the aircraft of larger capacity and shall be scheduled so to do ; the former shall arrive at the point of change for the purpose of carrying traffic transferred from, or to be transferred into, the aircraft of larger capacity ; and their capacity shall be determined with primary reference to this purpose ;
- (iv) that there is an adequate volume of through traffic ; and
- (v) that the provisions of Article 6 of the present Agreement shall govern all arrangements made with regard to change of gauge.

Article 8

The aeronautical authorities of each Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request :—

- (a) such traffic statistics as may be appropriate for the purpose of reviewing the frequency and capacity of the agreed services ; and
- (b) such periodic statements as may be reasonably required, relating to the traffic carried by its designated airlines on services to, from or through the territories of that other Contracting Party, including information concerning the origin and destination of such traffic.

Article 9

(1) The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service (such as standard of speed and accommodation) and the tariffs of other airlines for any part of the specified route. These tariffs shall be fixed in accordance with the following provisions of this Article.

(2) The tariffs referred to in paragraph (1) of this Article, together with the rates of agency commission used in conjunction with them shall, if possible, be agreed between the designated airlines concerned, in consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of both Contracting Parties.

(3) If the designated airlines cannot agree on any of these tariffs or if for some other reason a tariff cannot be agreed in accordance with the provisions of paragraph (2), the aeronautical authorities of the Contracting Parties shall try to determine the tariffs by agreement between themselves.

(4) If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (2) of this Article or on the determination of any tariff under paragraph (3) the dispute should be settled in accordance with the provisions of Article 11.

(5) No tariff shall come into effect if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the terms of paragraph (3) of Article 11.

Article 10

There shall be regular and frequent consultation between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfilment of the present Agreement.

Article 11

(1) If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation between themselves.

(2) If the Contracting Parties fail to reach a settlement by negotiation the dispute shall be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within two months of the date of delivery by either Party to the other Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within one month after such period of two months. If either Contracting Party fails to designate its arbitrator or if the third arbitrator is not agreed upon the vacancies thereby created shall be filled by persons designated by the President of the Council of the International Civil Aviation Organization on application by either Contracting Party.

(3) The Contracting parties undertake to comply with any decision given under paragraph (2) of this Article, and each to pay a moiety of the expenses of the Arbitral Tribunal unless the Tribunal should decide otherwise.

(4) If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a decision given under paragraph (2) of this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline of that Contracting Party or to the designated airline in default.

Article 12

If a general Mutilateral Convention on traffic rights for scheduled international air services comes into force in respect of both Contracting Parties, the present Agreement shall be amended so as to conform with the provision of such Convention.

Article 13

If either of the Contracting Parties considers it desirable to modify the terms of the present Agreement, it may request consultation between the aeronautical authorities of the two Contracting Parties, and such consultation shall begin within 60 days from the date of the request. When the aforesaid authorities agree to modifications to the present Agreement, such modifications shall come into effect when they have been confirmed by an Exchange of Notes through the diplomatic channel and shall forthwith be communicated to the Council of the International Civil Aviation Organization.

Article 14

The present Agreement shall terminate one year after the date of receipt by one Contracting Party from the other Contracting Party of notice to terminate, unless the notice is withdrawn by agreement before the expiry of this period. Such notice shall be simultaneously communicated to the Council of the International Civil Aviation Organization. In the absence of acknowledgment of receipt, notice shall be deemed to have been received fourteen days after receipt of the notice by the Council of the International Civil Aviation Organization.

Article 15

The present Agreement shall be registered with the Council of the International Civil Aviation Organization.

Article 16

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

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

DONE this twenty-fifth day of October 1952, in duplicate at Rangoon.

For the Government of the Union of Burma :
(Signed) SAO HKUN HKIO

For the Government of the United Kingdom
of Great Britain and Northern Ireland :
(Signed) R. L. SPEAIGHT

SCHEDULES

BURMESE ROUTES

<i>Points of Departure</i>	<i>Intermediate Points</i>	<i>Terminal or Traversing Points in British Territory</i>	<i>Points beyond British Territory</i>
(1) Rangoon	Points to be agreed	London	Points to be agreed
(2) Rangoon	Bangkok and points in Indo-China and/or points in China to be agreed	Hong Kong	Points to be agreed
(3) Rangoon and/or Mergui	Penang or Bangkok	Singapore	Points to be agreed

The designated airline or airlines of Burma may on any or all flights omit calling at any of the above points, provided that the agreed services on these routes begin at a point in Burmese territory.

UNITED KINGDOM ROUTES

<i>Points of Departure</i>	<i>Intermediate Points</i>	<i>Terminal or Traversing Points in Burma</i>	<i>Points beyond Burma</i>
(1) Points in United Kingdom	A point in Switzerland or Malta and/or a point in Italy or Libya : points in the Middle East, Pakistan and India	Rangoon	(A) Bangkok, Singapore points in Indonesia points in Australia (B) Bangkok or points in Indo-China, Hong Kong, points in China, points in Japan
(2) Hong Kong	Points in Indo-China and Bangkok and/or points in China	Rangoon	Points in Pakistan Points in India
(3) Singapore and/or Penang	Mergui or Bangkok	Rangoon	Points to be agreed

The designated airline or airlines of the United Kingdom may on any or all flights omit calling at any of the above points, provided that the agreed services on these routes begin at a point in United Kingdom territory.