

No. 2342

**BELGIUM
and
SPAIN**

**Air Transport Agreement (with annex). Signed at Madrid,
on 10 March 1952**

Official texts: French and Spanish.

Registered by Belgium on 29 October 1953.

**BELGIQUE
et
ESPAGNE**

**Accord aérien (avec annexe). Signé à Madrid, le 10 mars
1952**

Textes officiels français et espagnol.

Enregistré par la Belgique le 29 octobre 1953.

[TRANSLATION — TRADUCTION]

No. 2342. AIR TRANSPORT AGREEMENT¹ BETWEEN
BELGIUM AND SPAIN. SIGNED AT MADRID, ON
10 MARCH 1952

The Belgian and Spanish Governments, desirous of facilitating civil air transport as a means of establishing closer relations between the Belgian and Spanish peoples, through rapid communications, have decided to conclude the present Agreement.

Article I

Each Contracting Party grants to the other the rights specified in the Annex to this Agreement for the purpose of the establishment of the air services therein described and hereinafter referred to as the "agreed services".

Article II

The operation of air services between their respective territories is a fundamental and basic right of the two Contracting Parties.

Article III

For the purposes of the present Agreement and its Annex, except where the text provides otherwise :

(a) The term "designated airline" shall mean the airline or airlines which the competent aeronautical authorities of each Contracting Party have designated, after giving notice thereof in writing to the competent aeronautical authorities of the other Contracting Party in conformity with article IV of the present Agreement, to operate the air services on the routes specified in such notice;

(b) The term "territory" shall have the meaning given to it by article II of the Convention² on International Civil Aviation opened for signature at Chicago on 7 December 1944;

(c) The definitions contained in paragraphs (a), (b) and (d) of article 96 of the aforementioned Convention shall apply.

¹ Came into force provisionally on 10 March 1952, upon signature and definitively on 14 October 1953 by the exchange of the instruments of ratification at Brussels, in accordance with article XVII (1). This agreement is not applicable to the territories of the Belgian Congo and Ruanda-Urundi.

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.

Article IV

1. 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, on condition that :

(a) The Contracting Party to whom the rights have been granted has designated an airline for the route or routes specified; and that

(b) The Contracting Party granting the rights has given the appropriate operating permission to the designated airline, which it shall do without delay, subject to paragraph (2) of this article and to article XI.

2. Each airline 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, regulations and other provisions governing the operation of commercial air services in force in the country granting the rights.

3. Each Contracting Party shall have the right, after previously informing the other Contracting Party, to replace the airline or airlines designated to operate the agreed services by another airline or airlines. The newly-designated airline shall have the same rights and duties as its predecessors.

Article V

1. The charges that either Contracting Party may impose or permit to be imposed on the airline designated by the other Contracting Party for the use of airports and other installations shall not be higher than would be paid for the use of such airports and installations by its national airlines, or the airline of the most favoured nation, operating international services.

2. Aircraft of the airline designated by one of the Contracting Parties, fuel, lubricating oils, spare parts, regular equipment and aircraft stores carried on board the aircraft on their arrival in the territory of the other Contracting Party and retained on board on departure shall be exempt, in that territory, from customs duties, inspection fees and similar national or local duties or charges.

3. Fuel, lubricating oils, spare parts, regular equipment and aircraft stores not included under paragraph (2), introduced into the territory of one Contracting Party or taken on board in that territory by or on behalf of the airline designated by the other Party and intended solely for use by the aircraft of that airline, shall enjoy the following exemptions from customs and other duties :

(a) Fuel and lubricating oils taken on board the aircraft in that territory and retained on board at the last airport at which the aircraft land before leaving that territory : exemption from export duty;

(b) Spare parts and regular equipment for aircraft introduced into that territory : exemption from import duty;

(c) Fuel, lubricating oils, spare parts, regular equipment and aircraft stores not included under paragraphs (a) and (b) : treatment not less favourable than that granted to similar articles taken on board in or introduced into the said territory and intended for use by aircraft of a national airline or of the most favoured foreign airline operating international air services.

Article VI

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still valid 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 flight above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party or by any other State.

Article VII

Each designated airline may maintain its own technical and administrative staffs in the territory of the other Contracting Party. Without prejudice to the national legislation of the Contracting Parties, it is understood that such authorization shall cover the minimum staffs necessary for the normal operation of the services.

Article VIII

The postal authorities of the two Contracting Parties shall co-operate in making arrangements for airmail facilities in accordance with the standards laid down in the existing international conventions in that field.

Article IX

The competent aeronautical authorities of the Contracting Parties, in so far as their obligations under multilateral agreements permit, shall make every endeavour to reach agreement on the minimum facilities in the matter of installations and services to be extended reciprocally at airports and at other points on the specified routes, such agreement to cover, *inter alia*, air navigation installations, exchanges of information, units of measure, language to be used, and codes.

Article X

1. The laws, regulations and other provisions of each Contracting Party relating to the admission to stay in or departure from its territory of aircraft

engaged in international air navigation, or to the operation, handling and navigation of such aircraft shall apply to the aircraft of the airline designated by the other Party while within that territory.

2. The laws, regulations and other provisions of each Contracting Party relating to the admission to, stay in and departure from its territory of passengers, crew or cargo of aircraft (such as provisions relating to entry, clearance, passports, customs, immigration, emigration, police, health and currency) shall apply to passengers, crew and cargo of aircraft of the airline designated by the other Party while within that territory.

3. So long as visa formalities for the admission of aliens to the territory of either Contracting Party continue, crew members entered in the manifest of any aircraft used for the operation of a service agreed to in the present Agreement shall be exempt from passport and visa requirements provided they are in possession of the identity document prescribed in paragraph 3-10 of Annex 9 of the afore-mentioned Chicago Convention.

Article XI

Subject to consultation with the other Party, such consultation to be held within sixty days following the date on which it is requested, each Contracting Party reserves the right to withhold or revoke the exercise of the rights specified in the Annex to this Agreement, or to impose such conditions as it thinks fit on the airline designated by the other Party, whenever it considers that substantial ownership and effective control of that airline are not vested in the other Party or its nationals. Moreover, either Party may suspend the exercise of the rights above-mentioned, or impose such conditions as it thinks fit in case of failure by the airline designated by the other Contracting Party to comply with the laws, regulations and other provisions referred to in the foregoing article or to operate the services in accordance with this Agreement. This right shall likewise be exercised after consultation with the other Contracting Party, except where suspension or the immediate imposition of conditions is essential to avoid further breaches of the said laws and regulations.

Article XII

This Agreement shall be registered with the Council of the International Civil Aviation Organization, in accordance with the provisions of article 83 of the Convention opened for signature at Chicago on 7 December 1944.

Article XIII

If either of the Contracting Parties consider it desirable to modify any clause of the Annex to this Agreement it may request consultation between the competent aeronautical authorities of both Contracting Parties, such con-

sultation to take place within a period of sixty days from the date of the request. If these authorities agree on amendments to the Annex, such amendments will come into effect after they have been confirmed by an exchange of diplomatic notes.

Article XIV

1. Any dispute concerning the interpretation or application of this Agreement or of the Annex thereto which it has not been possible to settle by negotiation between the Parties within sixty days from the date on which negotiations were requested by one of the Parties, shall, in the absence of agreement to the contrary, be submitted to the International Civil Aviation Organization or to arbitration by a person, body or tribunal designated by agreement between the Parties, which undertake to comply with the decisions given.

2. If the dispute is submitted to an arbitration tribunal, the constitution and procedure of such tribunal shall be as follows :

(a) The tribunal shall be composed of three arbitrators. Each Contracting Party shall appoint one arbitrator and the third shall be nominated by agreement between the first two and shall not be a national of either Party.

(b) The first two arbitrators shall be appointed within fifteen days following the receipt by one of the Parties of a diplomatic note from the other Party requesting arbitration. The third arbitrator shall be nominated within thirty days following the appointment of the first two.

(c) If no agreement is reached within the prescribed period on the nomination of the third arbitrator, the Contracting Parties shall request the Council of the International Civil Aviation Organization to nominate him.

(d) The arbitration tribunal so appointed shall give its decision within a period of not more than thirty days following its establishment. This period may be extended by agreement between the two Parties.

Article XV

If a multilateral air transport convention ratified by both Contracting Parties enters into force, the present Agreement shall be amended so as to conform with the provisions of such convention.

Article XVI

Either Contracting Party may at any time give notice to the other if it desires to terminate the present Agreement. Such notice shall be simultaneously communicated to the Council of the International Civil Aviation Organization. If such notice is given, the present Agreement shall terminate one hundred and eighty days after the date of receipt of the notice by the other Contracting Party, unless the notice in question is withdrawn by agreement before the

expiry of this period. In the absence of acknowledgement 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 Council of the International Civil Aviation Organization.

Article XVII

1. The present Agreement shall come into force provisionally as from the date of signature and definitively on the exchange of instruments of ratification.

2. Pending the deposit of the instruments of ratification and the definitive entry into force of this Agreement, the Contracting Parties undertake to give effect, within the limits of their constitutional powers, to its provisions as from the date of signature.

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

DONE in duplicate at Madrid, this tenth day of March 1952, in the French and Spanish languages, both texts being equally authentic.

For the Government of Belgium :

(Illegible)

For the Government of Spain :

(Illegible)

A N N E X

The airlines designated by each Contracting Party shall enjoy rights of transit and non-traffic stop in the territory of the other Party.

For the purposes of operating air services on the routes specified in the schedules attached to the present Annex, the airlines of each Contracting Party shall enjoy, in the territory of the other Contracting Party, the right to pick up and set down international traffic in passengers, cargo and mail originating in the territory of either Party, on the conditions laid down in this Annex.

In order to regulate these services in an orderly manner the Contracting Parties have agreed as follows :

(a) The airlines of the two Contracting Parties shall have the same opportunities to operate the specified routes.

(b) The air transport capacity provided shall be designed to meet traffic demands between the territories of the Contracting Parties.

The services which each airline operates shall have as their purpose the provision, at a reasonable rate of utilization, of transport capacity adequate to meet the normal and reasonably foreseeable requirements of traffic from or to the territory of the Contracting Party which designated the airline.

(c) The capacity provided by the designated airlines in the light of the principles laid down in the foregoing, may be modified. New frequencies shall be decided by consultation between the competent aeronautical authorities.

(d) The competent aeronautical authorities of the two Parties shall consult each other periodically, or at any time on the request of either of them, and within fifteen days from the date of such request, in order to determine whether the principles outlined in this Annex are being duly observed by the designated airlines.

(e) The rates to be charged for the transport of passengers, cargo and mail by the airlines to which this Annex refers shall be fixed in the first instance by agreement between them after consultation with the other airlines operating all or part of the same routes and shall be based as far as possible on information furnished by the Rates and Tariffs Office of the International Air Transport Association (IATA).

The rates so fixed shall be submitted to the Contracting Parties for approval. In case of disagreement between the airlines, the Contracting Parties shall endeavour to reach a solution and, if they fail to do so, the dispute shall be submitted to the arbitration provided for in article XIV of the Agreement.

(f) The rates established in accordance with paragraph (e) shall be fixed at fair and reasonable levels, regard being paid to all relevant factors such as operating costs, reasonable profit, differences in the characteristics of the services, including speed and accommodation, and the rates charged by other airlines serving the same route.

(g) Each Contracting Party shall, within the limits of its legal powers, ensure that no new or revised rate schedule comes into force so long as a dispute in the matter exists between the competent aeronautical authorities of the two Parties.

SCHEDULE I

I. *Spanish services:*

1. Madrid-Brussels (in both directions).
2. Barcelona-Brussels (in both directions).

SCHEDULE II

II. *Belgian services:*

1. Brussels-Madrid (in both directions).
 2. Brussels-Barcelona (in both directions).
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