

No. 5924

**IRELAND
and
PORTUGAL**

**Air Transport Agreement (with annex). Signed at Lisbon,
on 24 June 1960**

Official texts: English and Portuguese.

Registered by the International Civil Aviation Organization on 25 October 1961.

**IRLANDE
et
PORTUGAL**

**Accord (avec annexe) relatif aux transports aériens. Signé
à Lisbonne, le 24 juin 1960**

Textes officiels anglais et portugais.

Enregistré par l'Organisation de l'aviation civile internationale le 25 octobre 1961.

No. 5924. AIR TRANSPORT AGREEMENT¹ BETWEEN THE
GOVERNMENT OF IRELAND AND THE GOVERNMENT
OF PORTUGAL. SIGNED AT LISBON, ON 24 JUNE 1960

The Government of Ireland and the Government of Portugal, desiring to conclude an agreement for the purpose of establishing air services between Ireland and Portugal, have accordingly appointed plenipotentiaries for this purpose, who, being duly authorised to this effect, have agreed as follows :

Article 1

Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement, for the purpose of establishing scheduled international air services on the routes specified in the Annex² hereto. Such services and routes are hereafter called "the agreed services" and "the specified routes" respectively. The airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights :

- (a) to fly without landing across the territory of the other Contracting Party ;
- (b) to make stops in the said territory for non-traffic purposes ;
- (c) in operating the services set out in Schedules I and II of the Annex hereto, the airlines designated by each Contracting Party shall also enjoy, in the territory of the other, the right to embark and disembark international traffic in passengers, cargo and mail, in accordance with the terms of this Agreement.

Article 2

(1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes.

(2) On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline or airlines designated the appropriate operating authorizations.

(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 normally and reason-

¹ Came into force on 24 June 1960, upon signature, in accordance with article 15.

² See p. 42 of this volume.

ably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention on International Civil Aviation (Chicago, 1944)¹.

(4) Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 1, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

(5) When an airline has been so designated and authorised, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 7 of the present Agreement is in force in respect of that service.

Article 3

(1) Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 1 of the present Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights :

- (a) 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 such Contracting Party, or
- (b) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights, or
- (c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

(2) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

Article 4

(1) Aircraft operated on international services by the designated airlines of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all Customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided

¹ See footnote 2, p. 12 of this volume.

such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

(2) There shall also be exempt from the same duties and taxes, with the exception of charges corresponding to the service performed :

- (a) aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the authorities of said Contracting Party, and for use on board aircraft engaged in an international service of the other Contracting Party ;
- (b) spare parts entered into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airlines of the other Contracting Party ;
- (c) fuel and lubricants destined to supply aircraft operated on international services by the designated airlines of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

Materials referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under Customs supervision or control.

Article 5

The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of such territory. In such case, they may be placed under the supervision of said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

Article 6

Passengers in transit across the territory of either Contracting Party shall be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from Customs duties and other similar taxes.

Article 7

(1) The tariffs to be charged by the airlines of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels due regard being paid to all relevant factors including cost of operation, reasonable profit, and the tariffs of other airlines.

(2) The tariffs referred to in paragraph (1) of this Article shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties, 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.

(3) The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least thirty (30) days before the proposed date of their introduction ; in special cases, this time limit may be reduced, subject to the agreement of the said authorities.

(4) If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be fixed in accordance with the provisions of paragraph (2) of this Article, or if during the first 15 days of the 30 days' period referred to in paragraph (3) of this Article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff agreed in accordance with the provisions of paragraph (2) of this Article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

(5) If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (3) of this Article and on the determination of any tariff under paragraph (4), the dispute shall be settled in accordance with the provisions of Article 14 of the present Agreement.

(6) Subject to the provisions of paragraph (3) of this Article, no tariff shall come into force if the aeronautical authorities of either Contracting Party have not approved it.

(7) The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

Article 8

Either Contracting Party undertakes to grant the other Party free transfer at the official rate of exchange, of the excess of receipts over expenditure achieved on its territory in connection with the carriage of passengers, baggage, mail shipments and freight by the designated airlines of the other Party.

Article 9

(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.

(3) The agreed services provided by the designated airlines of the Contracting Parties 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 originating from or destined for the territory of the Contracting Party which has designated the airline. Within the limit of the capacity to be offered in accordance with the terms of the above provision, the airline or airlines designated by one of the Contracting Parties may provide for transport between territories of third States situated on the agreed routes and the territory of the other Contracting Party, without prejudicing the prior rights of local and regional services as provided in paragraph (5).

(4) A capacity additional to that considered in paragraph (3) may also be conceded whenever the needs of transport in the countries served by the route will justify it. For the purpose there must be mutual agreement for a period which will be determined in each case.

(5) Taking into account the application of the preceding paragraphs (3) and (4), the development of local and regional services constitutes a fundamental and prior right for the countries interested in the agreed routes.

(6) If a route or part of it referred to in schedules I and II annexed to the present agreement is served by the airlines of both Contracting Parties, these airlines may consult together to arrive at a formula of cooperation about the said route or part of it. Any agreed formula will be submitted for approval to the aeronautical authorities of both Contracting Parties.

Article 10

In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the Annex thereto.

Article 11

(1) If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, it may request consultation with the other Contracting Party; such consultation, which may be between aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days of the date of the request. Any modifications so agreed

shall come into force when they have been confirmed by an exchange of diplomatic notes.

(2) Modifications to routes may be made by direct agreement between the competent aeronautical authorities of the Contracting Parties.

Article 12

The present Agreement and its Annex will be amended so as to conform with any multilateral convention which may become binding on both Contracting Parties.

Article 13

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement ; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) 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 (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article 14

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

(2) If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body, or the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third state and shall act as president of the arbitral body.

(3) The Contracting Parties undertake to comply with any decision given under paragraph (2) of this Article.

Article 15

This agreement shall enter into force on the date of signature.

DONE at Lisbon this 24th day of June 1960, in duplicate, in the English and Portuguese languages, both texts being equally authentic.

For the Government of Ireland :

(Signed) Frank BIGGAR
Minister Plenipotentiary

For the Government of Portugal :

(Signed) Marcello MATHIAS
Minister for Foreign Affairs

A N N E X

SCHEDULE I

IRISH ROUTES

1. Dublin or Shannon – Lisbon.
2. Dublin or Shannon – Lourdes – Lisbon.

SCHEDULE II

PORTUGUESE ROUTES

1. Lisbon – Dublin or Shannon.
2. Lisbon – Lourdes – Dublin or Shannon.