

**No. 6728**

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**CZECHOSLOVAKIA  
and  
CUBA**

**Air Transport Agreement (with annex). Signed at Prague,  
on 4 March 1961**

*Official texts: Spanish and Czech.*

*Registered by the International Civil Aviation Organization on 15 May 1963.*

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**TCHÉCOSLOVAQUIE  
et  
CUBA**

**Accord relatif aux transports aériens (avec annexe). Signé  
à Prague, le 4 mars 1961**

*Textes officiels espagnol et tchèque.*

*Enregistré par l'Organisation de l'aviation civile internationale le 15 mai 1963.*

[TRANSLATION — TRADUCTION]

No. 6728. AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE CZECHOSLOVAK SOCIALIST REPUBLIC AND THE REPUBLIC OF CUBA. SIGNED AT PRAGUE, ON 4 MARCH 1961

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The Government of the Czechoslovak Socialist Republic and the Government of the Republic of Cuba, desiring to conclude an Agreement for the purpose of promoting air transport between the two countries and establishing air services between and beyond their respective territories, have agreed as follows :

*Article 1*

Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement and in its annex, for the purpose of establishing and operating air services on the routes specified in the annex. These services may be inaugurated immediately or at any later date at the option of the Contracting Party to which the rights are granted.

*Article 2*

1. Each Contracting Party shall have the right to designate an airline for the purpose of operating the agreed services on the specified routes.

2. On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this article, without delay grant to the designated airline the appropriate operating authorization.

3. The aeronautical authorities of one Contracting Party may require the 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 applied to the operation of international air services.

4. 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 operating authorization or to impose on the grant such conditions as it may deem necessary if it is not satisfied that substantial ownership and effective control of the said airline are vested in the Contracting Party designating the airline or in its nationals, or if the designated airline fails to comply with the laws or regulations of the Contracting Party granting the authorization or otherwise fails to operate in accordance

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<sup>1</sup> Applied provisionally as from 4 March 1961, the date of signature, and came into force on 10 July 1961, in accordance with the provisions of article 14.

with the conditions prescribed in this Agreement. This provision shall be applied only after consultation with the other Contracting Party, unless immediate suspension of the agreed services or imposition of conditions is essential to prevent further infringements of laws or regulations.

#### *Article 3*

1. The laws and regulations of one Contracting Party relating to the entry into or departure from its territory of aircraft engaged in international air navigation or to the operation of such aircraft while within its territory shall apply to the aircraft of the airline designated by the other Contracting Party.

2. The laws and regulations of one Contracting Party relating to the entry into or departure from its territory of passengers, crew or cargo of aircraft (such as regulations relating to entry, clearance, immigration, customs and quarantine) shall be applicable to the passengers, crew and cargo of the aircraft of the airline designated by the other Contracting Party on entry into or departure from and while within the territory of the first Contracting Party.

#### *Article 4*

1. Aircraft of the airline designated by one Contracting Party which are used in the operation of international transport services and fuel, lubricating oils, regular aircraft equipment, spare parts and aircraft stores shall, upon introduction into or removal from the territory of the other Contracting Party, be exempt from customs duties and inspection fees, even though such items are used or consumed by or in such aircraft in flights within the said territory.

2. Fuel, lubricating oils, regular aircraft equipment, spare parts and aircraft stores introduced in aircraft into the territory of one Contracting Party or taken on board aircraft in that territory by or on behalf of the airline designated by the other Contracting Party and intended for use by the aircraft of the latter Contracting Party shall be accorded, with respect to customs duties, inspection fees and other similar national or local duties and charges, treatment not less favourable than that granted to an airline of a State enjoying most-favoured-nation treatment.

3. Fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores intended for use in the operation of the agreed services by the designated airline of one Contracting Party may be stored at the airports of the other Contracting Party.

4. The supplies exempted under the provisions of paragraph 1 of this article may not be unloaded save with the consent of the customs authorities of the Contracting Party concerned. If they cannot be used or consumed, they shall be

re-exported within the required period and shall remain in the meantime at the disposal of the designated airline but under the supervision of the customs authorities.

#### *Article 5*

1. Each Contracting Party shall, on a basis of reciprocity, grant exemption in its territory to the airline designated by the other Contracting Party from all taxes on profits or income derived from the operation of the agreed air services.

2. Each Contracting Party may impose or permit to be imposed fair and reasonable charges for the use of airports and other facilities, provided that the said charges are not higher than those paid by other airlines engaged in similar international air services.

#### *Article 6*

The designated airline of one Contracting Party shall have the right to maintain in the territory of the other Contracting Party technical and commercial staff appropriate to the scope of the air services provided.

#### *Article 7*

The transport capacity provided by each designated airline for operation of the agreed air services shall be related to the traffic requirements and, with regard to common sections of routes, shall be agreed between the respective designated airlines and shall be subject to the approval of the aeronautical authorities of the two Contracting Parties.

#### *Article 8*

1. The tariffs on any of the agreed services shall be fixed at reasonable levels by negotiations between the designated airlines, due regard being paid to all relevant factors, including cost of operation, the characteristics of the services and the tariffs of other airlines.

2. The tariffs shall be subject to the approval of the aeronautical authorities of both Contracting Parties; if the designated airlines cannot agree on the said tariffs, the aeronautical authorities shall determine them by agreement between themselves; in the event of failure to reach an agreement, the dispute shall be settled in accordance with the provisions of article 10 of this Agreement.

*Article 9*

There shall be direct contact and consultation as necessary between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the implementation of this Agreement and its annex.

*Article 10*

If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement or its annex, the Contracting Parties shall settle it by direct negotiations between the aeronautical authorities, if such negotiations fail, through the diplomatic channel.

*Article 11*

1. Either Contracting Party may at any time suggest to the other Contracting Party such modification of this Agreement or its annex as it considers desirable. The negotiations between the two Contracting Parties concerning such modifications shall begin within a period of sixty days from the date on which one Contracting Party submits the proposal for modification and may be conducted directly between the aeronautical authorities of the two Contracting Parties.

2. Modifications of the annex to this Agreement may be made by agreement between the aeronautical authorities of the two Contracting Parties. Modifications of the Agreement shall enter into force when they have been confirmed by an exchange of diplomatic notes between the Contracting Parties.

*Article 12*

For the purposes of this Agreement and its annex :

- (1) The expression "aeronautical authorities" means :  
in the case of the Czechoslovak Socialist Republic, the Ministry of Transport and Communications—Aviation Department, or any body authorized to perform the functions exercised by the said authority on the date of signature of this Agreement ;  
in the case of the Republic of Cuba, the Ministry of Transport—Directorate of Civil Aviation, or any body authorized to perform the functions exercised by the said authority on the date of signature of this Agreement.
- (2) The expressions "agreed services" and "specified routes" mean the international air services and routes specified in the annex to this Agreement.
- (3) The expression "designated airline" means the airline which one Contracting Party shall have designated by notification to the other Contracting Party as the airline which will operate any of the agreed services.

*Article 13*

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to denounce this Agreement. If such notice is given, this Agreement shall remain in force twelve months after the date on which the notice shall have been received by the other Contracting Party.

*Article 14*

This Agreement shall enter into force on the date on which the Contracting Parties notify each other of its approval by their competent authorities.

The Contracting Parties agree, however, that the provisions of this Agreement shall be applied as from the date of its signature.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, being duly authorized thereto by their respective Governments, have signed this Agreement.

DONE at Prague on 4 March 1961, in duplicate in the Czech and Spanish languages, both texts being equally authentic.

For the Government  
of the Czechoslovak Socialist  
Republic :  
VLASÁK

For the Government  
of the Republic of Cuba :  
CAMACHO AGUILERA

## A N N E X

## SECTION I

1. The Government of the Czechoslovak Socialist Republic, on a basis of reciprocity, grants to the airline designated by the Republic of Cuba authorization to operate the following international air services :

From Havana, Cuba, via intermediate points, to Prague, Czechoslovakia, and points beyond, and return via the same points.

2. This authorization shall include :

- (a) The right to operate flights without landing or with technical stops ;
- (b) Commercial rights, i.e. :

The right to pick up in Czechoslovakia passengers, cargo and mail destined for Cuba or other States ; The right to set down in Czechoslovakia passengers, cargo and mail picked up in the territory of Cuba or other States.

3. The intermediate points and points beyond Prague shall be determined by the aeronautical authorities of the two Contracting Parties before flight operations of the

designated airline are begun, without prejudice to the provisions of section I, paragraph 4, of this annex.

4. The designated airline shall have the right to omit, permanently or on particular flights, landings at any of the intermediate points determined by the aeronautical authorities of the two Contracting Parties.

## SECTION II

1. The Government of the Republic of Cuba, on a basis of reciprocity, grants to the airline designated by the Government of the Czechoslovak Socialist Republic authorization to operate the following international air services :

From Prague, Czechoslovakia, via intermediate points, to Havana, Cuba, and points beyond, and return via the same points.

2. This authorization shall include :

- (a) The right to operate flights without landing or with technical stops ;
- (b) Commercial rights, i.e. :

The right to pick up in Cuba passengers, cargo and mail destined for Czechoslovakia or other States.

The right to set down in Cuba passengers, cargo and mail picked up in the territory of Czechoslovakia or other States.

3. The intermediate points and points beyond Havana shall be determined by the aeronautical authorities of the two Contracting Parties before flight operations of the designated airline are begun, without prejudice to the provisions of section II, paragraph 4, of this annex.

4. The designated airline shall have the right to omit, permanently or on particular flights, landings at any of the intermediate points determined by the aeronautical authorities of the two Contracting Parties.