

No. 6707

**PORTUGAL
and
VENEZUELA**

**Air transport Agreement (with annex). Signed at Lisbon,
on 16 May 1956**

Official texts: Portuguese and Spanish.

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

**PORTUGAL
et
VENEZUELA**

**Accord relatif aux transports aériens (avec annexe). Signé à
Lisbonne, le 16 mai 1956**

Textes officiels portugais et espagnol.

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

[TRANSLATION — TRADUCTION]

No. 6707. AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF PORTUGAL AND THE GOVERNMENT OF VENEZUELA. SIGNED AT LISBON, ON 16 MAY 1956

The Government of Portugal and the Government of the Republic of Venezuela, desiring to promote civil air transport between their respective territories and in accordance with the recommendation of 7 December 1944 of the International Civil Aviation Conference held at Chicago, Illinois, United States of America, that a standard form be adopted for agreements on air routes and services, have concluded this Agreement which shall govern scheduled air transport services between and across their respective territories, in the following terms :

Article I

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

(a) the expression "aeronautical authorities" shall mean :

in the case of Portugal

the "Direcção-Geral da Aeronáutica Civil" or any other person or body authorized to perform the functions presently exercised by the "Direcção-Geral da Aeronáutica Civil",

in the case of Venezuela

the "Ministerio de Comunicaciones" or any other person or body authorized to perform the functions presently exercised by the "Ministerio de Comunicaciones".

(b) The expression "designated airline" shall mean an airline which the aeronautical authorities of one Contracting Party have notified, in writing, to the aeronautical authorities of the other Contracting Party as being the airline designated by the first Party, under the terms of Article III of the present Agreement, to operate on the routes mentioned in the said notification ;

(c) The term "territory" shall have the meaning given to it in Article 2 of the Chicago Convention on International Civil Aviation (7 December 1944) ;²

¹ Came into force on 27 April 1957, upon notification by the Contracting Parties that their respective legal formalities had been complied with, in accordance with the provisions of article XIV.

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 ; Vol. 139, p. 469 ; Vol. 178, p. 420, Vol. 199, p. 362. Vol. 252, p. 410 ; Vol. 324, p. 340 ; Vol. 355, p. 418, and Vol. 409, p. 370.

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

Article II

The Contracting Parties grant to each other the rights specified in the annex hereto for the establishment of the routes and international civil air services therein described, which 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 mentioned in the preceding article may be inaugurated as soon as the Contracting Party to which the rights have been granted designates an airline or airlines to operate on the routes specified and the other Contracting Party grants the necessary permit which may not be denied if the designated airline or airlines comply with the requirements of this article and of article VIII.

Before commencing the operations provided for in this Agreement, the airline designated by one Contracting Party may be required to satisfy the aeronautical authorities of the other Contracting Party that it is qualified to operate under the laws and regulations normally applied by these authorities. In areas of hostilities or military occupation, or affected thereby, the commencement of operations shall be subject to the approval of the competent military authorities.

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

Article IV

Operating rights which may have been granted previously by either Contracting Party to third parties (any State or airline) shall continue in force according to the terms on which they were granted.

Article V

In order to prevent discriminatory practices and to 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 Con-

tracting Parties further agrees 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 the territory of one Contracting Party by or on behalf of an airline of the other Contracting Party and intended solely for use by its aircraft shall, with respect to customs duties, inspection fees and other national duties and charges, be accorded the same treatment as that granted to national aircraft used in international services or to aircraft of the most favoured nation used in similar services ;

(c) Aircraft operated on the services specified in the annex to this Agreement, and supplies of fuel, lubricating oils and spare parts, as well as regular equipment and other stores carried on board a civil aircraft of an airline of one Contracting Party authorized to operate on the routes and provide the services specified in the annex to this Agreement shall be exempt, from entry into until departure from the territory of the other Contracting Party, from customs duties, inspection fees and other similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory ;

(d) Goods exempted under the terms of the preceding paragraph may be unloaded only with the approval of the competent customs authorities, and shall be kept under customs supervision until re-exported.

Article VI

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party for the purpose of operating services on the routes specified in the annex. 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 another State.

Article VII

(a) The laws and regulations of one Contracting Party relating to entry into or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft while within its territory shall apply to the aircraft of the other Contracting Party and shall be complied with upon entering into or departing from or while within the territory of that Contracting Party ;

(b) The laws and regulations of one Contracting Party relating to the entry into or departure from its territory of passengers, crews or cargo, such as formalities relating to entry, clearance, immigration, passports, customs and quarantine, shall be complied with by or on behalf of passengers, crews and consignors of cargo on entry into or departure from and while within the territory of that Contracting Party.

Article VIII

Each Contracting Party reserves the right to withhold an operating permit from an airline designated by the other Contracting Party or to revoke such permit in any case where such airline fails to provide satisfactory proof that substantial ownership and effective control of that airline are vested in nationals of the other Party or in case of failure by such designated airline to comply with the laws and regulations referred to in article VII or to fulfil the conditions under which the rights have been granted under this Agreement.

Article IX

This Agreement shall be registered with the International Civil Aviation Organization set up by the Convention on International Civil Aviation signed at Chicago on 7 December 1944.

Article X

If either Contracting Party desires to modify the routes or conditions laid down in the annex, it may request consultation between the aeronautical authorities of the Contracting Parties, which shall begin within a period of sixty days reckoned from the date of the request. If these authorities agree on new routes or modifications affecting the annex, such agreement shall come into force when it has been confirmed by an exchange of diplomatic notes.

Article XI

Any dispute between the Contracting Parties relating to the interpretation of this Agreement or its annex shall in the first place be the subject of direct consultation between the airlines concerned, between the respective aeronautical authorities or, finally, between the respective Governments.

If none of these procedures leads to agreement, the dispute shall be submitted to machinery for the peaceful settlement of disputes recognized in international law, specifically the Council of the International Civil Aviation Organization.

Article XII

If both Contracting Parties ratify or accede to a multilateral air convention, this Agreement and its annex shall, as soon as the convention comes into force in respect of both Contracting Parties, be amended so as to conform with the provisions of such convention.

Article XIII

Either Contracting Party may at any time give notice to the other of its desire to terminate this Agreement. Such notice shall be simultaneously communicated

to the International Civil Aviation Organization. If such notice is given, this Agreement shall terminate six months after the date of receipt of the notice by the other Contracting Party, unless it is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the Contracting Party to whom the notice has been given, the latter shall be deemed to have been received fourteen days after its receipt by the International Civil Aviation Organization.

Article XIV

This Agreement shall enter into force as soon as both Contracting Parties have notified each other through the diplomatic channel that they have complied with their respective legal formalities.

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

For the Government of Portugal :

Paulo CUNHA

For the Government of Venezuela :

Julio Alfredo DE LA ROSA

A N N E X

1. The airline or airlines which are to operate air services on the routes specified in Schedule I of this annex shall be designated by the Portuguese Government.

2. The airline or airlines which are to operate air services on the routes specified in Schedule II of this annex shall be designated by the Venezuelan Government.

3. For the purpose of operating air services on the routes specified in Schedule I, the Portuguese airlines designated in accordance with paragraph 1 shall be accorded in Venezuelan territory the right of transit, the right to make non-traffic stops and the right to pick up and set down international traffic in passengers, cargo and mail in accordance with the provisions of this annex, and also 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 Venezuelan airlines designated in accordance with paragraph 2 shall be accorded in Portuguese territory the right of transit, the right to make non-traffic stops and the right to pick up and set down international traffic in passengers, cargo and mail in accordance with the provisions of this annex, and also the right to use, on the said routes, airports and ancillary facilities designated for international traffic.

5. The airlines of the two Contracting Parties shall be given fair and equal opportunity to operate services on the routes between the respective territories of the said Parties.

6. The airline or airlines designated by each Contracting Party shall take their mutual interests into account so as not to affect unduly the services provided by the airline or airlines of the other Contracting Party.

7. The services operated on each of the routes specified in Schedules I and II of the annex to this Agreement shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to meet the normal and foreseeable requirements of international traffic originating in or destined for the country to which the airline operating the said services belongs.

Within the limit of the capacity to be provided in accordance with the preceding paragraph, and as a complement thereto, the airline or airlines designated by one Contracting Party may satisfy traffic requirements between territories of third States situated on the agreed routes and the territory of the other Contracting Party, in so far as such requirements are not satisfied by local and regional services.

8. Capacity additional to that referred to in paragraph 7 may also be provided whenever the traffic requirements of the countries served by the route so justify. Such additional capacity shall be decided by agreement for a period which shall be determined in each case.

9. Taking into account the application of the preceding paragraphs 7 and 8, the development of local and regional services constitutes a fundamental and prior right for the countries interested in the route.

10. If a route specified in Schedules I and II of this annex, or a portion of such route, is served by the airlines of both Contracting Parties, these airlines may enter into negotiations with a view to arriving at a formula for co-operation with regard to the said route or portion. Any formula agreed upon shall be submitted for approval to the competent aeronautical authorities of both Contracting Parties.

11. The tariffs to be applied in accordance with the following paragraph shall be fixed at reasonable levels, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, the tariffs established by any other scheduled airlines and the characteristics of each service.

12. The tariffs to be applied on the routes or portions of routes on which airlines of both Contracting Parties operate shall first be agreed by the airlines and then submitted for the approval of the aeronautical authorities of the Contracting Parties. In fixing the tariffs, the recommendations of the International Air Transport Association shall be taken into account. In the absence of agreement between the airlines, the Contracting Parties shall endeavour to reach an agreement. If they cannot do so, the procedure provided for in article XI of the Agreement shall be applied.

13. It is understood that this Agreement shall not prevent either Contracting Party from concluding traffic agreements with any of the countries served by the routes referred to in Schedules I and II, without prejudice to the free exercise of the rights granted under the Agreement and this annex to airlines of the other Contracting Party which operate services over the whole or part of those routes.

SCHEDULE I

Portuguese routes terminating in or traversing Venezuelan territory

From Lisbon, via the Azores or Sal and Puerto Rico to Caracas and beyond to Bogotá or Manaus and Rio de Janeiro ; or

From Lisbon, via Sal, Recife and/or Natal, and/or Belem, and/or Paramaribo, and/or Georgetown, and/or Trinidad, to Caracas and beyond to Bogotá.

NOTE 1. It is understood that the provisions of paragraph 3 of the annex, relating to the right to pick up and set down international traffic in passengers, cargo and mail, shall not apply on the above-mentioned routes in respect of any points between Venezuela and Colombia and between Venezuela and Trinidad.

NOTE 2. The airline or airlines operating on these routes may omit one or more stops, provided that prior notice of such omission is given in the time-tables of the said airline or airlines.

SCHEDULE II

Venezuelan routes terminating in or traversing Portuguese territory

From Venezuela, via the French Antilles, Bermuda and the Azores to Lisbon and beyond to Madrid and thence to :

- (a) Rome ;
- (b) Paris and Francfort

in both directions.

For operational convenience, this route may be replaced by the following route :

From Venezuela, via Trinidad and Sal to Lisbon and beyond to Madrid and thence to :

- (a) Rome ;
- (b) Paris and Frankfort

in both directions.

NOTE 1. It is understood that the provisions of paragraph 4 of the annex, relating to the right to pick up and set down international traffic in passengers, cargo and mail, shall not apply on the above-mentioned routes in respect of any points between Portugal and Spain and between Portugal and France.

NOTE 2. The airline or airlines operating these routes may omit one or more stops, provided that prior notice of such omission is given in the time-tables of the said airline or airlines.

A stop at Lisbon is mandatory on all flights over continental Portugal except in special cases where exemption from this principle has previously been obtained from the Government of Portugal.¹

¹ In the certified copies of the Agreement transmitted for registration by the International Civil Aviation Organization, Notes 1 and 2 and the final paragraph of Schedule II appear only in the Portuguese official text.