No. 6905

UNITED STATES OF AMERICA
and
COLOMBIA

Air Transport Agreement (with annexes and exchange of notes). Signed at Bogotá, on 24 October 1956

Official texts: English and Spanish.

Registered by the United States of America on 12 September 1963.

ÉTATS-UNIS D'AMÉRIQUE
et
COLOMBIE

Accord relatif aux transports aériens (avec annexes et échange de notes). Signé à Bogota, le 24 octobre 1956

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 12 septembre 1963.

No. 6905. AIR TRANSPORT AGREEMENT[1] BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA. SIGNED AT BOGOTÁ, ON 24 OCTOBER 1956

The Government of the United States of America and the Government of the Republic of Colombia,

Desiring to conclude an Agreement for the purpose of promoting and regulating air communications between their respective territories,

Have appointed as their Plenipotentiaries :

His Excellency the President of the United States of America : Mr. Philip W. Bonsal, Ambassador Extraordinary and Plenipotentiary of the United States of America, accredited to the Government of the Republic of Colombia, and

His Excellency the President of the Republic of Colombia : Dr. José Manuel Rivas Sacconi, Minister for Foreign Relations, and Mr. Mauricio Obregón, Ambassador Extraordinary and Plenipotentiary of the Republic of Colombia, accredited to the Government of the Republic of Venezuela ;

Who, having communicated their respective full powers found to be in due form, have agreed as follows :

Article 1

For the purpose of the present Agreement and its Annexes, except where the text provides otherwise :

(A) The term "Agreement" shall be deemed to include the Agreement and its Annexes.

(B) The term "aeronautical authorities" shall mean in the case of the United States of America, the Civil Aeronautics Board or any person or agency authorized to perform the functions exercised at the present time by the Civil Aeronautics Board, and, in the case of the Republic of Colombia, the Dirección General de la Aeronáutica Civil or any person or agency authorized to perform the functions exercised at present by the said Dirección General.

[1] Came into force provisionally on 1 January 1957, in accordance with the provisions of article 17.

(C) The term "designated airline" shall mean an airline that one contracting party has notified the other contracting party, in writing, to be the airline which will operate a specific route or routes listed in Annex II [1] of this Agreement.

(D) The term "territory" in relation to a State shall mean the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, jurisdiction, protection, mandate or trusteeship of that State.

(E) The term "air service" shall mean any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo.

(F) The term "international air service" shall mean an air service which passes through the air space over the territory of more than one State.

(G) The term "stop for non-traffic purposes" shall mean a landing for any purpose other than taking on or discharging passengers, cargo or mail.

(H) The term "traffic requirements" shall mean the demand of the traffic in passengers, cargo and mail over the routes specified in Annex II.

Article 2

Each contracting party grants to the other contracting party rights necessary for the conduct of air services by the designated airlines, as follows : the rights of transit, of stops for non-traffic purposes, and of commercial entry and departure for international traffic in passengers, cargo, and mail at the points in its territory named on each of the routes specified in the appropriate paragraph of Annex II of the present Agreement.

Article 3

Air service on a specified route may be inaugurated by an airline or airlines of one contracting party at any time after that contracting party has designated such airline or airlines for that route and the other contracting party has given the appropriate operating permission. Such other party shall, subject to Article 4, be bound to give this permission provided that the designated airline or airlines may be required to qualify before the competent aeronautical authorities of that party, under the laws and regulations normally applied by these authorities, before being permitted to engage in the operations contemplated by this Agreement. In addition, in areas of hostility or military occupation, or in areas affected thereby, said operations shall be subject to the approval of the competent military authorities.

[1] See p. 94 of this volume.

Article 4

Each contracting party reserves the right to withhold or revoke, or impose such appropriate conditions as it may deem necessary with respect to, the operating permission referred to in Article 3 of this Agreement in the event that it considers that substantial ownership and effective control of an airline designated by the other contracting party are not vested in such other contracting party or its nationals. Either contracting party desiring to exercise such rights shall give thirty (30) days advance notice of its intention to the other contracting party. If during this period of thirty (30) days, the party receiving the notice submits to the other party a request for consultation with respect thereto, such consultation shall take place in accordance with Article 11 of this Agreement, and further action to revoke, or impose conditions on, the operating permission shall be held in abeyance for a reasonable period of time to permit the conclusion of such consultation. Each party may also, without prior consultation, refuse or revoke, or impose the conditions which it deems appropriate on, such operating permission in case the airline designated by the other party does not comply with the laws and regulations referred to in Article 5 of this Agreement, or in case of the failure of the airline or the government designating it otherwise to perform its obligations hereunder, or to fulfill the conditions under which the rights are granted in accordance with this Agreement.

Article 5

(A) The laws and regulations of one contracting party relating to the admission to 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 be applied to the aircraft of the airline or airlines designated by the other contracting party, and shall be complied with by such aircraft upon entering or departing from and while within the territory of the first contracting party.

(B) The laws and regulations of one contracting party relating to the admission to, the sojourn in, or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the other contracting party upon entrance into and departure from, and while within the territory of the first contracting party.

Article 6

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one contracting party, and still in force, shall be recognized as valid by the other contracting party for the purpose of operating the routes and services provided for in this Agreement, provided that the requirements under which

such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention on International Civil Aviation.[1] Each contracting party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another State.

Article 7

In order to prevent discriminatory practices and to assure equality of treatment, both contracting parties agree that :

(A) Each of the contracting parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the contracting parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(B) Fuel, lubricating oils, consumable technical supplies, spare parts, regular equipment, and stores introduced into the territory of one contracting party by the other contracting party or its nationals, and intended solely for use by aircraft of such contracting party shall be exempt on a basis of reciprocity from customs duties, inspection fees and other national duties or charges.

(C) Fuel, lubricating oils, consumable technical supplies, spare parts, regular equipment, and stores retained on board aircraft of the airlines of one contracting party authorized to operate the routes and services provided for in this Agreement shall, upon arriving in or leaving the territory of the other contracting party, be exempt on a basis of reciprocity from customs duties, inspection fees and other national duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

(D) Fuel, lubricating oils, consumable technical supplies, spare parts, regular equipment, and stores taken on board aircraft of the airlines of one contracting party in the territory of the other and used in international services shall be exempt on a basis of reciprocity from customs duties, excise taxes, inspection fees and other national duties or charges.

Article 8

There shall be a fair and equal opportunity for the airlines of each contracting party to operate on any route covered by this Agreement.

[1] 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 ; Vol. 409, p. 370, and Vol. 472.

Article 9

In the operation by the airlines of either contracting party of the trunk services described in this Agreement, the interest of the airlines of the other contracting party shall be taken into consideration so as not to affect unduly the services which the latter provide on all or part of the same routes.

Article 10

The air services made available to the public by the airlines operating under this Agreement shall bear a close relationship to the requirements of the public for such services.

It is the understanding of both contracting parties that services provided by a designated airline under the present Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified in Annex II of this Agreement shall be applied in accordance with the general principles of orderly development to which both contracting parties subscribe and shall be subject to the general principle that capacity should be related :

(*a*) To traffic requirements between the country of origin and the countries of ultimate destination of the traffic ;

(*b*) To the requirements of through airline operation ; and,

(*c*) To the traffic requirements of the area through which the airline passes after taking account of local and regional services.

Article 11

Consultation between the competent authorities of both contracting parties may be requested at any time by either contracting party for the purpose of discussing the interpretation, application, or amendment of this Agreement or any part or parts thereof. Such consultation shall begin within a period of sixty (60) days from the date of the receipt of the request by the Department of State of the United States of America or the Ministry of Foreign Affairs of the Republic of Colombia, as the case may be. Should agreement be reached on amendment of the Agreement or the Annexes, such amendment will come into effect upon confirmation by an exchange of diplomatic notes.

Article 12

Except as otherwise provided in this Agreement, any dispute between the contracting parties relative to the interpretation or application of this Agreement which cannot be settled through consultation shall be submitted for a report 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 a dispute; and the third arbitrator shall be agreed upon within one month after such period of two months.

If either of the contracting parties fails to designate its own arbitrator within two months, or if the third arbitrator is not agreed upon within the time limit indicated, either party may request the President of the International Court of Justice to make the necessary appointment or appointments by choosing the arbitrator or arbitrators.

The contracting parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such report. A moiety of the expenses of the arbitral tribunal shall be borne by each party.

Article 13

This Agreement, amendments thereto, and contracts connected therewith shall be registered with the International Civil Aviation Organization.

Article 14

If a general multilateral air transport convention accepted by both contracting parties enters into force, the present Agreement shall be amended so as to conform with the provisions of such convention.

Article 15

Either of the contracting parties may at any time notify the other of its intention to terminate the present Agreement. Such a notice shall be sent simultaneously to the International Civil Aviation Organization. In the event such communication is made, this Agreement shall terminate one year after the date of its receipt, unless by agreement between the contracting parties the notice of intention to terminate is withdrawn before the expiration of that time. If the other contracting party fails to acknowledge receipt, notice shall be deemed as having been received fourteen days after its receipt by the International Civil Aviation Organization.

Article 16

This Agreement, upon entry into force provisionally, will supersede and terminate the Agreement concerning air transport effected by the exchange of notes between the contracting parties on February 23, 1929.

Article 17

The present Agreement shall enter into force provisionally on January 1st 1957, and will become definitive upon receipt by the Government of the United States of America of a notification by the Government of the Republic of Colombia of its ratification of the Agreement.

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

DONE in duplicate at Bogotá in the English and Spanish languages this 24th day of October 1956.

[SEAL]

Philip W. BONSAL
J. M. RIVAS SACCONI
Mauricio T. OBREGÓN

ANNEX I

Rates to be charged on the routes provided for in this Agreement shall be reasonable, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other carriers, as well as the characteristics of each service, and shall be determined in accordance with the following paragraphs :

(A) The rates to be charged by the airlines of either contracting party between points in the territory of the United States and points in the territory of Colombia referred to in Annex II of this Agreement shall, consistent with the provisions of the present Agreement, be subject to the approval of the aeronautical authorities of the contracting parties, who shall act in accordance with their obligations under this Agreement within the limits of their legal powers.

(B) Any rate proposed by an airline of either contracting party shall be filed with the aeronautical authorities of both contracting parties at least thirty (30) days before the proposed date of introduction ; provided that this period of thirty (30) days may be reduced in particular cases if so agreed by the aeronautical authorities of each contracting party.

(C) During any period for which the Civil Aeronautics Board of the United States has approved the traffic conference procedures of the International Air Transport Association (hereinafter called IATA), any rate agreement concluded through these procedures and involving United States airlines will be subject to approval of the Board. During any period for which the Dirección de Aeronáutica Civil of Colombia has approved the traffic conference procedures of the said Association, any rate agreement concluded through these procedures and involving Colombian airlines will be subject to the approval of said Dirección de Aeronáutica.

(D) The contracting parties agree that the procedure described in paragraphs (E), (F) and (G) of this Annex shall apply :

1. If, during the period of the approval by both contracting parties of the IATA traffic conference procedure, either, any specific rate agreement is not approved within a reasonable time by either contracting party, or, a conference of IATA is unable to agree on a rate, or,
2. At any time no IATA procedure is applicable, or
3. If either contracting party at any time withdraws or fails to renew its approval of that part of the IATA traffic conference procedure relevant to this Annex.

(E) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services, the contracting parties will consult in accordance with article 11 for the purpose of amending this Annex I to provide for the handling of rate matters under such circumstances. Until such time as the new procedures referred to are agreed upon, the procedures set forth in paragraphs (F) and (G) below shall apply.

(F) Prior to the time when such power may be conferred upon the aeronautical authorities of the United States, if one of the contracting parties is dissatisfied with any rate proposed by the airline or airlines of either contracting party for services from the territory of one contracting party to a point or points in the territory of the other contracting party, it shall so notify the other prior to the expiry of the first fifteen (15) of the thirty (30) day period referred to in Paragraph (B) above, and the contracting parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each contracting party will use its best efforts to cause such agreed rate to be put into effect by its airline or airlines.

It is recognized that if no such agreement can be reached prior to the expiry of such thirty (30) days, the contracting party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

(G) When in any case under Paragraphs (E) or (F) of this Annex the aeronautical authorities of the two contracting parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one contracting party concerning the proposed rate or an existing rate of the airline or airlines of the other contracting party, upon the request of either, the terms of Article 12 of this Agreement shall apply.

P. W. B.
J. M. R. S.
M. T. O.

ANNEX II

SCHEDULE OF ROUTES

A. An airline or airlines designated by the Government of the United States shall be entitled to operate air services on each of the air routes specified via intermediate points, in both directions, and to make scheduled landings in Colombia at the points specified in this paragraph :

1. From United States territory to Barranquilla, Bogotá, Leticia and beyond to points in the Western Hemisphere.
2. From United States territory to Cali and beyond to points in the Western Hemisphere.
3. From United States territory to Medellín.

B. An airline or airlines designated by the Government of Colombia shall be entitled to operate air services on each of the air routes specified via intermediate points, in both directions, and to make scheduled landings in the United States at the points specified in this paragraph :

1. From Colombian territory to New York and beyond to points in the Western Hemisphere.
2. From Colombian territory to Miami and New York.
3. From Colombian territory to San Juan, Puerto Rico, and beyond to Europe.
4. From Colombian territory to New Orleans.

C. If a third country allows either of the contracting parties to use one of said third country's airports to serve the territory of said contracting party, as defined in this Agreement, the other contracting party will not object to such use.

D. Points on any of the specified routes may at the option of the designated airline be omitted on any or all flights.

P. W. B.
J. M. R. S.
M. T. O.

EXCHANGE OF NOTES

I

The American Ambassador to the Colombian Minister for Foreign Relations

AMERICAN EMBASSY

Bogotá, October 24, 1956

No. 80

Excellency :

I have the honor to refer to the Air Transport Agreement between our two Governments which was signed today.[1]

In Annex II of the said Agreement no limitations were established with respect to intermediate points which might be included on the routes described therein. However, in the course of the negotiation of that Agreement the authorized representatives of the two countries agreed that no airline designated by the Government of Colombia to operate Route 4 of paragraph B, Annex II, of the aforementioned Agreement (From Colombia via intermediate points to New Orleans) will be authorized to carry traffic between New Orleans, on the one hand, and points in either Guatemala or Mexico, on the other hand, unless after consultation between the two Governments a contrary agreement is reached. Such consultation may be requested at any time by either party to the Agreement, and both parties agree that such consultation shall be held in accordance with Article 11 of the Agreement and shall be prosecuted diligently.

I will appreciate it if Your Excellency will advise me whether the above statement correctly reflects the understanding of the Government of Colombia on this matter. In such case, this note and the reply thereto will constitute an agreement with respect to the aforesaid route between Colombia and New Orleans.

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

Philip W. BONSAL

His Excellency Dr. José Manuel Rivas Sacconi
Minister for Foreign Relations
Bogotá

[1] See p. 78 of this volume.

Me complazco en informar a Vuestra Excelencia que el Gobierno de Colombia acepta los términos de la citada nota y considera que tanto dicha comunicación como la presente reflejan cabalmente el entendimiento y acuerdo de los dos Gobiernos sobre este particular.

Aprovecho la oportunidad para expresar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

J. M. RIVAS SACCONI

A Su Excelencia el señor Philip W. Bonsal
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
La Ciudad

[TRANSLATION [1] — TRADUCTION [2]]

MINISTRY OF FOREIGN RELATIONS

Bogotá, October 24, 1956

No. SG-215

Mr. Ambassador :

I have the honor to acknowledge receipt of Your Excellency's note No. 80 of October 24, 1956, which reads word for word as follows :

[*See note I*]

I am happy to inform Your Excellency that the Government of Colombia accepts the terms of the note quoted above and considers that both the said communication and the present one accurately reflect the understanding and agreement of the two Governments on this matter.

I avail myself of the opportunity to express to Your Excellency the assurances of my highest and most distinguished consideration.

J. M. RIVAS SACCONI

His Excellency Philip W. Bonsal
Ambassador Extraordinary and Plenipotentiary
of the United States of America
City

[1] Translation by the Government of the United States of America.
[2] Traduction du Gouvernement des États-Unis d'Amérique.

III

The American Ambassador to the Colombian Minister for Foreign Relations

AMERICAN EMBASSY

Bogotá, October 24, 1956

No. 81

Excellency :

I have the honor to refer to the Air Transport Agreement between our two Governments signed today and to confirm to the Government of Colombia that the Panama Canal Zone is considered territory under the jurisdiction of the United States of America within the meaning of Article 1, Paragraph D, of the Air Transport Agreement and for all purposes of the Agreement and its Annexes.

It is further understood that so long as there exists an agreement between the United States and the Republic of Panama authorizing use by United States Air Carriers of an airport in the Republic of Panama for the purpose of serving the Canal Zone, in accordance with Paragraph C of Route Annex II of the Air Transport Agreement between the United States and Colombia, the use of such airport will be considered as being consistent with the terms of the latter agreement.

Your Excellency's acknowledgment of this note will be regarded as concurrence in the above understanding so far as the interpretation of the Air Transport Agreement between our two countries is concerned.

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

Philip W. BONSAL

His Excellency Dr. José Manuel Rivas Sacconi
Minister for Foreign Relations
Bogotá

IV

The Colombian Minister for Foreign Relations to the American Ambassador

[SPANISH TEXT — TEXTE ESPAGNOL]

MINISTERIO DE RELACIONES EXTERIORES

Bogotá, 24 de octubre de 1.956

No. SG-216

Señor Embajador :

Tengo el honor de avisar recibo de la nota de Vuestra Excelencia distinguida con el número 81 de 24 de octubre de 1.956, que a la letra dice :

[TRANSLATION [1] — TRADUCTION [2]]

MINISTRY OF FOREIGN RELATIONS

Bogotá, October 24, 1956

No. SG-216

Mr. Ambassador :

I have the honor to acknowledge receipt of Your Excellency's note No. 81 of October 24, 1956, which reads word for word as follows :

[*See note III*]

I am happy to inform Your Excellency that the Government of Colombia accepts the terms of the note quoted above and considers that both the said communication and the present one accurately reflect the understanding and agreement of the two Governments on this matter.

I avail myself of the opportunity to express to Your Excellency the assurances of my highest and most distinguished consideration.

J. M. RIVAS SACCONI

His Excellency Philip W. Bonsal
Ambassador Extraordinary and Plenipotentiary
of the United States of America
City

[1] Translation by the Government of the United States of America.
[2] Traduction du Gouvernement des États-Unis d'Amérique.