

No. 7713

**UNITED STATES OF AMERICA
and
URUGUAY**

Air Transport Agreement (with annex). Signed at Montevideo, on 14 December 1946

Official texts: English and Spanish.

Registered by the United States of America on 26 April 1965.

**ÉTATS-UNIS D'AMÉRIQUE
et
URUGUAY**

Accord de transports aériens (avec annexe). Signé à Montevideo, le 14 décembre 1946

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 26 avril 1965.

No. 7713. AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ORIENTAL REPUBLIC OF URUGUAY. SIGNED AT MONTEVIDEO, ON 14 DECEMBER 1946

Having in mind the resolution signed under date of December 7, 1944,² at the International Civil Aviation Conference in Chicago, for the adoption of a standard form of agreement for air routes and services, and the desirability of mutually stimulating and promoting the further development of air transportation between the United States of America and the Oriental Republic of Uruguay, the two Governments parties to this arrangement agree that the establishment and development of air transport services between their respective territories shall be governed by the following provisions :

Article 1

Each contracting party grants to the other contracting party the rights as specified in the Annex³ hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

Article 2

Each of the air services so described shall be placed in operation as soon as the contracting party to whom the rights have been granted by Article 1 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the contracting party granting the rights shall, subject to Article 6 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned. However, the airlines so designated may be required to qualify before the competent aeronautical authorities of the contracting party granting the rights under the laws and the regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this Agreement. In areas of hostilities or of military occupation, or in areas affected thereby, such operations shall be subject to the approval of the competent military authorities.

¹ Came into force provisionally on 14 December 1946, the date of signature, in accordance with the provisions of article 12.

² Final Act and Appendices of the International Civil Aviation Conference held at Chicago, 1 November-7 December 1944 : doc. No. 2187 of the Provisional International Civil Aviation Organization, p. 19 (Resolution VIII).

³ See p. 96 of this volume.

Article 3

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 and spare parts introduced into the territory of one contracting party by the other contracting party or its nationals, and intended solely for use by aircraft of the airlines of such contracting party shall, with respect to the imposition of customs duties, inspection fees or other national duties or charges by the contracting party whose territory is entered, be accorded the same treatment as that applying to national airlines and to airlines of the most-favored-nation.

(c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one contracting party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other contracting party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

Article 4

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 described 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 licenses granted to its own nationals by another State.

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 airlines designated by the other contracting party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

(b) The laws and regulations of one contracting party as to the admission to 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 airlines designated by the other contracting party upon entrance into or departure from, or while within the territory of the first party.

Article 6

Each contracting party reserves the right to withhold or revoke the certificate or permit of an airline designated by the other contracting party in the event substantial ownership and effective control of such airline are not vested in nationals of the other contracting party or in case of failure by the airline designated by the other contracting party to comply with the laws and regulations of the contracting party over whose territory it operates as described in Article 5 hereof, or otherwise to fulfill the conditions under which the rights are granted in accordance with this Agreement and its Annex.

Article 7

This Agreement and all contracts connected therewith shall be registered with the Provisional International Civil Aviation Organization or its successor.

Article 8

Existing rights and privileges relating to air transport services which may have been granted previously by either of the contracting parties to an airline of the other contracting party shall continue in force according to their terms.

Article 9

This Agreement or any of the rights for air transport services granted thereunder may, without prejudice to Article 8 above, be terminated by either contracting party upon giving one year's notice to the other contracting party.

Article 10

In the event either of the contracting parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent authorities of both contracting parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the

Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

Article 11

Except as otherwise provided in this Agreement, or its Annex, any dispute between the contracting parties relative to the interpretation or application of this Agreement, or its Annex, which cannot be settled through consultation shall be submitted for an advisory report to the Interim Council of the Provisional International Civil Aviation Organization (in accordance with the provisions of Article III, Section six (8) of the Provisional Agreement on International Civil Aviation signed at Chicago on December 7, 1944),¹ or to its successor, unless the contracting parties agree to submit the dispute to an arbitration tribunal designated by agreement between the same contracting parties, or to some other person or body. The executive authorities of 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.

Article 12

This Agreement will be approved by each contracting party in accordance with its own law and the Agreement shall enter into force definitively upon an exchange of diplomatic notes in Montevideo indicating such approval. Pending the approval of this Agreement by the Uruguayan Congress and the exchange of notes mentioned in the first sentence of this paragraph, both contracting parties undertake in accordance with their constitutional powers to make effective the provisions of this Agreement from the date on which it is signed.

IN WITNESS WHEREOF the undersigned plenipotentiaries sign the present Agreement and affix their seals.

DONE at Montevideo this fourteenth day of December, 1946, in duplicate in the English and Spanish languages, each of which shall be of equal authenticity.

For the Government of the United States of America :

J. MCGURK William MITCHELL

[SEAL]

For the Government of the Oriental Republic of Uruguay :

E. R. LARRETA

[SEAL]

¹ United Nations, *Treaty Series*, Vol. 171, p. 345.

A N N E X

SECTION I

It is agreed between the contracting parties :

A. That the airlines of the two contracting parties operating on the routes described in this Annex shall enjoy fair and equal opportunity for the operation of the said routes.

B. That the air transport capacity offered by the airlines of both countries shall bear a close relationship to traffic requirements.

C. That in the operation of common sections of trunk routes the airlines of the contracting parties shall take into account their reciprocal interests so as not to affect unduly their respective services.

D. That the services provided by a designated airline under this Agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country, or points under its jurisdiction, of which such airline is a national and the country of ultimate destination of the traffic.

E. That the right to embark and to disembark at points under the jurisdiction of the other country international traffic destined for or coming from third countries at a point or points specified in this Annex, shall be applied in accordance with the general principles of orderly development to which both Governments subscribe and shall be subject to the general principle that capacity shall be related :

1. To traffic requirements between the country of origin, or points under its jurisdiction, and the countries of destination;
2. To the requirements of through airline operation; and
3. To the traffic requirements of the area through which the airline passes after taking account of local and regional services.

F. That, so long as traffic requirements justify such service and the airport facilities provided at Montevideo are adequate for the technical and operational requirements of United States airlines, the number of landings scheduled by United States airlines at the airport serving Montevideo shall be at least as great as that scheduled at such airport by United States airlines at the time this Agreement comes into effect.

G. That the determination of rates to be charged by the airlines of either contracting party between points under the jurisdiction of the United States of America and points in Uruguayan territory on the routes specified in this Annex shall be made at reasonable levels, 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.

H. That the appropriate aeronautical authorities of each of the contracting parties will consult from time to time, or at the request of one of the parties, to determine the extent to which the principles set forth in paragraphs A to G inclusive of this Section are being followed by the airlines designated by the contracting parties. When these authorities agree on further measures necessary to give these principles practical application, the executive authorities of each of the contracting parties will use their best efforts under the powers available to them to put such measures into effect.

SECTION II

A. Airlines of the United States of America, designated under the present Agreement, are accorded rights of transit and nontraffic stop in the territory of the Oriental Republic of Uruguay, as well as the right to pick up and discharge international traffic in passengers, cargo, and mail at Montevideo on the following routes via intermediate points in both directions :

1. The United States via the east coast of South America to Montevideo and beyond.
2. The United States and/or the Panama Canal Zone and the west coast of South America to Montevideo.

On each of the above routes the airline or airlines designated to operate such route may operate nonstop flights between any of the points on such route omitting stops at one or more of the other points on such route.

B. Airlines of the Oriental Republic of Uruguay, designated under the present Agreement, are accorded in the territory of the United States of America rights of transit and nontraffic stop, as well as the right to pick up and discharge international traffic in passengers, cargo, and mail at a point or points in the territory of the United States along a route or routes to be agreed to by the Governments of the United States and the Oriental Republic of Uruguay at such time as the Government of the Oriental Republic of Uruguay resolves to commence operations.

On each of the above routes the airline or airlines designated to operate such route may operate nonstop flights between any of the points on such route omitting stops at one or more of the other points on such route.

E. R. LARRETA
J. MCGURK

William MITCHELL