

No. 8709

**MAURITANIA
and
SPAIN**

**Air Transport Agreement (with annex). Signed at Madrid,
on 11 May 1965**

Official texts: French and Spanish.

Registered by the International Civil Aviation Organization on 31 July 1967.

**MAURITANIE
et
ESPAGNE**

**Convention sur le transport aérien (avec annexe). Signée à
Madrid, le 11 mai 1965**

Textes officiels français et espagnol.

Enregistrée par l'Organisation de l'aviation civile internationale le 31 juillet 1967.

[TRANSLATION — TRADUCTION]

No. 8709. AIR TRANSPORT AGREEMENT¹ BETWEEN THE ISLAMIC REPUBLIC OF MAURITANIA AND SPAIN. SIGNED AT MADRID, ON 11 MAY 1965

The Government of the Islamic Republic of Mauritania and
The Government of Spain,

Being desirous of promoting air transport between Spain and Mauritania, and of furthering as much as possible international co-operation in this field,

Being desirous of applying to such transport the principles and provisions of the Convention on International Civil Aviation, signed at Chicago on 7 December 1944,²

Have agreed as follows :

Article I

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing regular international air services on the specified routes. The airlines designated by each Contracting Party shall, while operating an agreed service on a specified route, enjoy the following rights :

- (a) The right to fly without landing over the territory of the other Contracting Party;
- (b) The right to make stops in the said territory for non-traffic purposes;
- (c) The right to make stops in the territory of the other Contracting Party at the points specified in the schedule of routes annexed to this Agreement for the purpose of taking on and putting down international traffic in passengers, mail and cargo, with the exception of cabotage traffic in the said territory.

2. The routes on which the designated airlines shall be authorized to operate international air services (hereinafter referred to as “ the specified routes ” and “ the agreed services ”, respectively) shall be specified in the schedule of routes.

3. For the purposes of this Agreement and its annex :

- (a) The word “ territory ” shall have the meaning assigned to it in article 2 of the Convention on International Civil Aviation.

¹ Applied provisionally from 11 May 1965, the date of signature, in accordance with article XVI.

² United Nations, *Treaty Series*, Vol. 15, p. 295; for the texts of the Protocols amending this Convention, see Vol. 320, pp. 209 and 217; Vol. 418, p. 161, and Vol. 514, p. 209.

- (b) The expression “aeronautical authorities” means :
- In the case of the Spanish State, the Air Ministry,
 - In the case of the Islamic Republic of Mauritania, the Minister for Civil Aviation, or, in both cases, any person or body authorized to perform the functions exercised at present by them.

Article II

AUTHORIZATIONS REQUIRED

1. Each Contracting Party shall have the right to designate, after notifying the other Contracting Party in writing, one or more airlines for the operation of the agreed services on the specified routes.
2. On receiving notice of such designation, the other Contracting Party shall without delay, subject to the provisions of paragraphs 4 and 5 of this article, grant the necessary authorizations to the designated airline or airlines.
3. Each Contracting Party shall have the right to withdraw its designation of an airline, and to designate another airline instead by written notification to the other Party.
4. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to show proof, in accordance with the provisions of the Convention on International Civil Aviation (Chicago, 1944), that it is able to fulfil the conditions prescribed by the laws and regulations normally and reasonably applied by the said authorities to the operation of international air services.
5. Each Contracting Party shall have the right to withhold the authorizations referred to in paragraph 2 of this article if it is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in its nationals.
6. When an airline has been thus designated and authorized, it may commence operation of any agreed service at any time, provided that a tariff fixed in accordance with the provisions of article 7 of this Agreement is applied to such service.

Article III

REVOCATION AND SUSPENSION

1. Each Contracting Party shall have the right to revoke an authorization granted to an airline designated by the other Contracting Party or to suspend the exercise of the rights specified in article 1 of this Agreement by such airline, if :
 - (a) It is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in its nationals, or

- (b) The airline has not complied with the laws or regulations of the Contracting Party granting those rights, or
- (c) The airline fails to operate in accordance with the conditions prescribed in this Agreement.

2. Unless revocation or immediate suspension is necessary to prevent further infringements of the laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

Article IV

CUSTOMS AND EXEMPTIONS

1. Aircraft employed in international traffic by the designated airlines of one Contracting Party and their regular equipment, supplies of fuel and lubricants and aircraft stores (including food, beverages and tobacco), shall be exempt, on arriving in the territory of the other Contracting Party, from all customs duties, inspection fees and other duties and charges, provided such equipment and supplies remain on board the aircraft until re-exported.

2. The following shall likewise be exempt from the same duties and charges, excluding fees levied in consideration of services rendered :

- (a) Aircraft stores taken on board in the territory of one Contracting Party within limits fixed by the authorities of the said Contracting Party and intended for use on board aircraft operating an international service of the other Contracting Party;
- (b) Spare parts introduced into the territory of one Contracting Party for the maintenance or repair of aircraft employed in international traffic by the designated airlines of the other Contracting Party;
- (c) Fuel and lubricants intended for aircraft employed in international traffic by the designated airlines of the other Contracting Party, even though such supplies be consumed during that part of the flight which takes place over the territory of the Contracting Party in which they were taken on board.

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

3. Regular equipment, other articles and stores on board the aircraft of one Contracting Party may not be unloaded in the territory of the other Contracting Party save with the consent of the customs authorities of that territory. When so unloaded, they may be placed under the supervision of the said authorities until they are re-exported or otherwise disposed of in accordance with customs regulations.

4. 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 charges.

Article V

CERTIFICATES AND LICENCES

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party shall be recognized by the other Contracting Party for the purpose of operating the air routes specified in the annex. Either Contracting Party reserves the right, however, to refuse to recognize as valid, for the purpose of flight over its own territory, certificates of competency and licences issued to its own nationals by another State.

Article VI

CAPACITY

1. There shall be fair and equal opportunity for all the airlines of the two Contracting Parties to operate the agreed services on the specified routes between their respective territories.
2. On common routes, the Contracting Parties shall take their mutual interests into account so as not to affect unduly their respective services.
3. The agreed services operated by the designated airlines of the Contracting Parties shall bear close relationship to the requirements for transport on the specified routes. They shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to meet the current and reasonably foreseeable requirements for the carriage of passengers, cargo and mail between the territory of the Contracting Party which has designated the airline and the country of destination of the traffic.
4. With respect to the carriage of passengers, cargo and mail between points on the specified routes in the territory of States other than that designating the airline, due regard shall be paid to the general principle that capacity shall be related to :
 - (a) The requirements of traffic between the country of origin and the countries of destination;
 - (b) The requirements of economic operation of the services concerned;
 - (c) The traffic requirements of the areas through which the airline passes, taking into account local and regional services and the capacity provision included in the annex to this Agreement.

Article VII

TARIFFS

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 fixed at reasonable levels, due regard being paid to all relevant factors, in particular, 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 fixed by agreement between the designated airlines of the two Contracting Parties, in consultation with other airlines operating over all or part of the same route. Such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association (IATA).
3. The tariffs so fixed shall be submitted for approval to the aeronautical authorities of the Contracting Parties not less than thirty days before the date laid down for their entry into force. 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 tariff, 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 fifteen days of the thirty-day period referred to in paragraph 3 of this article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff fixed 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 or on the determination of any tariff under paragraph 4, the dispute shall be settled in accordance with the provisions of article 13 of this Agreement.
6. Subject to the provisions of paragraph 3 of this article, no tariff shall enter 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 fixed in accordance with the provisions of this article.

Article VIII

STATISTICS

The aeronautical authorities of each Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such statements of statistics as may be reasonably considered necessary for the purpose of reviewing the capacity required on the agreed services by the designated airlines of the other Contracting Party. Such statements shall include all information required to determine the volume of traffic carried by those airlines on the agreed services.

Article IX

Each Contracting Party undertakes to enable the other Contracting Party to transfer freely, at the official rate, any receipt in excess of expenditure accruing

in its territory from the carriage of passengers, baggage, mail and cargo by the designated airline of the other Contracting Party.

Article X

CONSULTATIONS

In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult together from time to time with a view to ensuring the satisfactory implementation of the provisions of this Agreement and its annex.

Article XI

MODIFICATION OF THE AGREEMENT

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may request consultation with the other Contracting Party; such consultation, which may take place between the aeronautical authorities, either orally or by correspondence, shall begin within a period of sixty days from the date of the request. Any modifications so agreed shall enter into force after they have been confirmed by an exchange of notes through the diplomatic channel.
2. Modifications to the annex to this Agreement may be made by direct agreement between the competent aeronautical authorities of the Contracting Parties.

Article XII

MODIFICATIONS CONSEQUENTIAL ON MULTILATERAL AGREEMENTS

This Agreement and its annex shall be brought into harmony with any multilateral convention to which both Contracting Parties accede.

Article XIII

DENUNCIATION

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to denounce this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, the Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by mutual agreement before the expiry of that period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen days after the date of its receipt by the International Civil Aviation Organization.

Article XIV

SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by direct negotiation.
2. If the Contracting Parties fail to reach a settlement by negotiation, they may by mutual agreement refer the dispute for decision to any 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 the diplomatic channel 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, 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 that 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 XV

REGISTRATION

This Agreement and any exchange of notes in accordance with the provisions of article 10, paragraph (1), shall be registered with the International Civil Aviation Organization (ICAO).

Article XVI

FINAL PROVISIONS

This Agreement shall enter into force one month after the date by which the two Contracting Parties shall have notified each other that their respective constitutional requirements have been fulfilled. Notwithstanding the above, the Contracting Parties agree to apply the provisions of this Agreement as from its date of signature.

DONE in duplicate, in the Spanish and French languages, both texts being equally authentic, at Madrid on 11 May 1965.

For the Government
of the Islamic Republic of Mauritania :

SIDI BOUNA OULD SIDI

For the Government
of Spain :

Fernando M^a CASTIELLA

ANNEX

SCHEDULE OF ROUTES

1. *Mauritanian routes*

A. From points in Mauritania to Las Palmas.

2. *Spanish routes*

A. From points in Spain to Port-Etienne.

CAPACITY

The capacity initially provided by the regular services specified in this Agreement and its annex shall be two flights weekly by Convair Metropolitan, DC-4 or similar aircraft. Such capacity shall, as far as possible, be divided equally between the designated airlines of the two countries. Whenever it is considered necessary, the aeronautical authorities of Spain and Mauritania shall consult together to adapt the capacity provided to traffic requirements.
