No. 9071

ARGENTINA
and
CHILE

Air Transport Agreement (with annexes). Signed at Santiago de Chile, on 14 December 1948

Exchange of notes constituting an agreement approving changes in the route schedule contained in annex B of the above-mentioned Agreement. Buenos Aires, 1 December 1966

Official text: Spanish.

Registered by Argentina on 6 May 1968.

ARGENTINE
et
CHILI

Accord relatif aux transports aériens (avec annexes). Signé à Santiago du Chili, le 14 décembre 1948

Échange de notes constituant un accord approuvant des changements au tableau des routes figurant dans l'annexe B à l'Accord susmentionné. Buenos Aires, 1er décembre 1966

Texte officiel espagnol.

Enregistrés par l'Argentine le 6 mai 1968.

[TRANSLATION — TRADUCTION]

No. 9071. AIR TRANSPORT AGREEMENT[1] BETWEEN THE GOVERNMENT OF THE ARGENTINE REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF CHILE. SIGNED AT SANTIAGO DE CHILE, ON 14 DECEMBER 1948

The President of the Argentine Republic and the President of the Republic of Chile, having in mind:

The increasing importance and development which have evolved in commercial air navigation;

That this means of transport has special characteristics and affords quick communication between peoples;

That it is the desire of both Governments to organize international air services in orderly fashion, keeping in view the development of international co-operation in the field of air transportation;

That both Governments aspire to participation in a multilateral agreement on commercial air navigation;

That until such a multilateral agreement is concluded, they are disposed to draw up immediately a bilateral agreement on that subject;

For this purpose have designated their Plenipotentiaries, to wit:

The President of the Argentine Republic: His Excellency Colonel Julio A. López Muñiz (Retired), Ambassador Extraordinary and Plenipotentiary of the Argentine Republic to Chile, and Dr. Enrique Alberto Ferreira; and

The President of the Republic of Chile: His Excellency Mr. Germán Riesco Errázuriz, Minister for Foreign Affairs,

Who, after exhibiting their full powers and finding them to be in good and proper form, agree upon the following provisions:

Article I

Each of the Contracting Parties grants to the other Contracting Party the rights which are specified in this Agreement and its annexes for the purpose of establishing the routes and scheduled international commercial air services, both permanent and seasonal, described in annex B.

[1] Came into force on 17 January 1967, thirty days after the exchange of the instruments of ratification, which took place at Buenos Aires on 19 December 1966, in accordance with article XVI.

Article II

Each of the air services described may be placed in operation as soon as each Contracting Party designates one or more airlines of its own nationality to serve one or more of the routes specified in annex B.

The other Contracting Party will be bound to give the appropriate operating permission to the airline or airlines designated, provided the airline or airlines designated by the other Contracting Party fulfil the conditions prescribed in the laws and regulations of the first Contracting Party which normally govern applications for and the operation of international air transport services.

Article III

In order to prevent discriminatory practices and to ensure 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. Both Contracting Parties agree, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by their national aircraft engaged in similar international services;

(*b*) The fuel, lubricating oils and spare parts brought into the territory of one of the Contracting Parties by the airlines of the other Contracting Party or on their behalf, for exclusive use by their aircraft, shall receive, with respect to customs duties, inspection fees or other national duties or charges by the Contracting Party in whose territory they have entered, the same treatment as that applicable to its own airlines engaged in international transport and to those of the most-favoured-nation;

(*c*) Aircraft used in operating the agreed services, fuel, lubricating oils and 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 annexes shall be, upon arriving in or leaving the territory of the other Contracting Party, exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by the aircraft on flights in that territory;

(*d*) The items listed in the foregoing paragraph, enjoying the exemption established therein, may not be unloaded without the approval of the customs authorities of the other Contracting Party. These items, until such time as they are re-exported or used, shall be kept under customs supervision, but the right to dispose of them shall not be affected thereby.

Article IV

Certificates of airworthiness, certificates of competency and licences 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 annexes. 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 the other Contracting Party or by a third State.

Article V

The laws and regulations of one Contracting Party relating to the admission to, stops in 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 designated airline or airlines of the other Contracting Party.

The laws and regulations of each Contracting Party relating to the admission to, stops in and departure from its territory of passengers, crew, or cargo of aircraft, such as those relating to entry, clearance, immigration, passports, customs and quarantine shall be applied to the passengers, crew and cargo of aircraft used on the agreed services.

Article VI

Each Contracting Party reserves the right to withhold or revoke the certificate or permit of an airline authorized by the other Contracting Party :

(*a*) In the event that substantial ownership and effective control of such airlines are not vested in nationals of the other Contracting Party;

(*b*) When the airline authorized by the other Contracting Party fails to comply with the laws and regulations of the Contracting Party over whose territory it operates, in the manner established in articles II and V of this Agreement; and

(*c*) When the said line otherwise fails to comply with the conditions under which the rights are granted in accordance with this Agreement and its annexes.

Article VII

Breaches of legal provisions or regulations relating to air traffic which do not constitute an offence and have been committed in the territory of one of the Contracting Parties by personnel of airlines designated by the other Contracting Party shall be reported to that Party's aeronautical authorities by the Party within whose territory the breach was committed. If the breach is of a serious nature, the application of disciplinary measures in proportion to the breach may be requested. In the case of repeated breaches, revocation of the designation of the airline responsible may be requested, without prejudice to the provisions of article VI.

Article VIII

The Contracting Parties reserve the right to replace the designated airline or airlines with other national airlines, giving prior notice to the other Contracting Party. All the provisions of this Agreement and its annexes shall apply to the newly designated airline.

Article IX

This Agreement and all agreements supplementing or amending it shall be registered with the International Civil Aviation Organization (ICAO).

Article X

Either of the Contracting Parties may at any time notify the other of its intention to terminate this Agreement and in that event consultations shall take place between the two Contracting Parties. If no agreement has been reached within sixty days of the date of the respective notice, the Contracting Party shall confirm its notice to terminate by a communication to that effect, which shall be sent to the International Civil Aviation Organization at the same time.

This Agreement shall cease to have effect six months after receipt by the other Contracting Party of the notice to terminate, unless it has been withdrawn by agreement prior to the expiry of that period. If no acknowledgement of receipt is made by the Contracting Party to which the notice was sent, it shall be deemed to have been received fourteen days after its receipt by the International Civil Aviation Organization.

Article XI

In the event of the entry into force of a multilateral convention on commercial air navigation which is ratified by the two Contracting Parties, this Agreement and its annexes shall be subject to any modifications it entails.

If only one of the Contracting Parties ratifies a multilateral convention sponsored by the International Civil Aviation Organization or any body that may replace it, the Party concerned may request of the other Party any amendments to this Agreement in order to make it conform to the provisions of that convention. If the Contracting Party not ratifying the multilateral convention does not agree to make the amendments within a period of sixty days following the request, this Agreement may be terminated, with prior notice of six months.

Article XII

In the event either of the Contracting Parties considers it desirable to modify the routes or conditions set forth in this Agreement, it may request consultation between the competent authorities of both Contracting Parties, such consultation to commence within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting this Agreement, their recommendations regarding the matter with respect to annex B will enter into effect after having been confirmed by an exchange of diplomatic notes and those regarding the balance of the Agreement will enter into effect once they have been approved in conformity with the constitutional provisions of the respective Contracting Party.

Article XIII

The two Contracting Parties shall, by mutual agreement and on the basis of reciprocity, resolve any matters relating to the execution of this Agreement and its annexes and shall consult each other from time to time in order to ensure satisfactory application and execution of its principles and aims. They shall, for that purpose, examine the traffic statistics, which they undertake to maintain and to exchange from time to time.

Any dispute between the Contracting Parties relative to the interpretation or application of this Agreement and its annexes which cannot be settled through consultation shall, with the prior agreement of the Contracting Parties, be submitted for an advisory report or an arbitral decision to the Council of the International Civil Aviation Organization or to an arbitral tribunal designated by the Council, unless the two Contracting Parties designate another special arbitral tribunal.

Article XIV

Rights and privileges already granted for any reason by one of the Contracting Parties to airlines of the other Contracting Party shall lapse when this Agreement enters into force.

Article XV

For the purposes of implementation of this Agreement and its annexes :

1. "Aeronautical authorities" shall mean, in the case of the Argentine Republic, the Departments of Aviation and Transport, and, in the case of the Republic of Chile, the Civil Aviation Board, or, in either case, any person or body authorized to fulfil the functions thereof.

2. The term "designated airline" shall mean any airline selected by one of the Contracting Parties to operate the agreed services on one or more of the specified routes and in respect of which a written communication has been forwarded to the other Contracting Party, in accordance with the provisions of article II of this Agreement.

3. The term "traffic requirements" shall mean the demand for passenger, cargo and/or mail traffic between the terminal points on a route between the territories of the two Contracting Parties, during a specified period.

4. The term "aircraft capacity" shall mean the pay-load expressed as the number of passenger seats and units of weight for mail and cargo offered on an agreed service over a specified period by all the aircraft utilized in operating the service.

5. For the purposes of determining frequency, the term "transpor capacity provided" shall mean the total capacity of the aircraft used on each of the agreed services, at a reasonable load factor, multiplied by the frequency with which they operate during a specified period.

6. The term "air route" shall mean the pre-established itinerary followed by an aircraft operating a scheduled service for the public transport of passengers, cargo and/or mail.

7. Argentine-Chilean regional traffic shall be taken to mean traffic originating in Argentine territory and bound for Chilean territory, and traffic originating in Chilean territory and bound for Argentine territory, whether transported by national airlines of either country or by foreign airlines.

8. The term "scheduled international commercial air service" shall mean the international service operated by designated airlines, with uniform frequency, in accordance with pre-established routes and time-tables approved by the competent authorities of the two Contracting Parties.

9. "Local or regional service" shall mean an international air service linking two or more points between neighbouring and adjacent countries.

10. The term "change of gauge" shall mean that beyond a specified landing point on a given route, traffic is transported by the same airline with aircraft other than those employed at earlier stages on the same route.

Article XVI

This Agreement and annex A shall be ratified in accordance with the constitutional provisions of each Contracting Party; the instruments of ratification shall be exchanged at Buenos Aires as soon as possible and it shall enter into force thirty days after such exchange has taken place.

The two Contracting Parties shall apply the provisions of this Agreement within their respective constitutional and administrative powers from the date of signature.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries, being duly authorized by their respective Governments, have signed this Agreement in two copies in the Spanish language, each of which shall be of equal authenticity.

DONE at Santiago de Chile, on 14 December 1948.

Julio A. LÓPEZ MUÑIZ

Enrique A. FERREIRA

Germán RIESCO ERRÁZURIZ

ANNEX A

The High Contracting Parties agree upon the following :

Section 1

The airlines of the two Contracting Parties operating on the routes described in annex B of this Agreement shall enjoy fair and equal opportunities to provide the agreed services.

Section 2

The same airlines shall be granted the right to pick up and set down passengers, cargo and mail destined for or originating in the territory of the other Contracting Party or in third countries, without engaging in cabotage.

Section 3

The air transport capacity offered by the airlines of both countries shall be closely related to traffic requirements. Both Governments agree that such traffic capacity shall be related to and governed by the following :

(*a*) In the case of Argentine and Chilean regional traffic, the requirements of such traffic, which shall be met primarily through the provision of services by national airlines of the countries between which they operate;

(*b*) In the case of traffic between the territory of one of the Contracting Parties and third countries, the principle that the right to pick up and set down passengers, mail and cargo between such third countries and the other Contracting Party shall be regarded as supplementing the national services of the latter and of the respective country; and

(*c*) The inherent needs of airlines operating across the territories of the Contracting Parties, after allowing for the interests of the services provided for local and regional traffic.

Section 4

The airlines designated by the Contracting Parties shall take into consideration their mutual interests when operating common routes or portions of routes, so as not to affect the respective services unduly.

Section 5

The two countries shall have equal opportunity to engage in regional traffic. For an initial period of six months from the date of the signature of this Agreement, the airlines designated by the two Contracting Parties shall operate with the frequency established by the aeronautical authorities of the two Contracting Parties.

The airline or airlines of one of the Contracting Parties may request authorization to increase the frequency of their services when they furnish proof to the aeronautical authorities of the other Contracting Party that their load factor and the traffic requirements of one or more of their regional services so require.

Once authorization has been given to the airline or airlines of one of the Contracting Parties to increase the frequency of services, recognition shall be given to the right on the part of the airline or airlines of the other Contracting Party also operating such services to provide an equivalent traffic capacity.

The frequency established, with due regard for the provisions of section 3 of this annex, by the Contracting Parties for the operation of the agreed services, shall be calculated separately for each of the routes specified in annex B.

Section 6

Subject to the provisions of this Agreement, each of the Contracting Parties may designate the route to be followed on its territory by the airline or airlines of the other Contracting Party and the airports for entry into and departure from its territory.

The aircraft of the two Contracting Parties shall use the same airports and routes when operating the common services indicated in annex B.

Section 7

(*a*) The rates shall be determined at reasonable levels, due regard being paid to all relevant factors, particularly the cost of operation, kilometres flown, reasonable profit, the rates charged by other airlines and the characteristics of each service, such as speed and comfort.

(*b*) The rates to be charged by the airlines designated by each of the Contracting Parties between points on Argentine territory and points on Chilean territory mentioned in annex B shall be the same. Such rates, and any discounts and free passages granted, shall be subject to prior approval by the aeronautical authorities before they become applicable. The proposed rate must be submitted at least thirty days prior to the anticipated date of entry into force; this period may be reduced in special cases, if so agreed by the aeronautical authorities.

(*c*) Subject to the general provisions of paragraph (*a*) of this section, the rates to be charged by the airlines designated by one of the Contracting Parties serving points on common routes between the territory of the other Contracting Party and third countries shall not be less than those charged on those portions of the route by the airlines of the other Contracting Party.

In respect of portions of the routes specified in annex B which include points located within the territory of either of the Contracting Parties and third countries but which are not located on common routes, the rates to be charged shall be subject to prior approval by the aeronautical authorities of the Contracting Party in whose territory those points are located; the same procedure as that laid down in paragraph (*b*) above shall be followed.

(*d*) The airlines designated by the Contracting Parties shall, with the knowledge of the respective aeronautical authorities, endeavour to come to an agreement on the rates for passenger and cargo to be charged on the common portions of their routes.

(*e*) Should the airlines fail to arrive at an agreement on the rates to be charged, the aeronautical authorities of the two Contracting Parties shall endeavour to arrive at a satisfactory solution. In the last resort, the procedure to be followed shall comply with the provisions of article XIII of this Agreement.

Section 8

Any change in time-tables or any change of gauge must be approved by the aeronautical authorities of the Contracting Parties and shall be permitted at any stop on the established routes, if it is made for reasons of economy and is not prejudicial to the interests of the other Contracting Party.

Nevertheless, no change of gauge may be made in the territory of either of the Contracting Parties when it modifies the characteristics of the operation of a through airline service or if it is incompatible with the principles enunciated in this Agreement and its annexes.

Section 9

Changes made by either Contracting Party in the routes described in annex B, except those which change the points served by their airlines in the territory of the other Contracting Party, shall not be considered as modifications of the annex.

Nevertheless, prior notice of any change shall be given to the aeronautical authorities of the other Contracting Party.

If such other aeronautical authorities find that, having regard to the principles set forth in this annex, the interests of the airline or airlines of their nationality are prejudiced as a result of changes made in accordance with the first paragraph of this section, the aeronautical authorities of the two Contracting Parties shall consult with a view to arriving at a satisfactory agreement.

Section 10

From the entry into force of this Agreement, the aeronautical authorities of the two Contracting Parties shall, as soon as possible, transmit to each other information on the authorizations granted to their own airlines designated to operate all or part of the agreed services. Such information shall include copies of the authorizations granted, any amendments thereto and related documentation.

The designated airlines of each Contracting Party shall submit for the approval of the aeronautical authorities of the other Contracting Party, not less than fifteen days prior to effective introduction of their services, the time-tables, the frequency of the services and the types of aircraft to be used. For the same purposes, they shall also submit any later modifications.

Section 11

For such time as the current requirements for the admission of aliens into the territories of the two Contracting Parties continue to exist, crew members who are nationals of third countries and who are employed on the agreed services and included in the crew lists of the aircraft of the two countries must be in possession of a passport countersigned by the appropriate authority and an identity document issued by the airline by which they are employed.

Section 12

Each designated airline, except where otherwise laid down by the competent aeronautical authority, may maintain its own technical and administrative personnel at the airports of the other Contracting Party. At least 80 per cent of the personnel must be of the nationality of the country in whose territory the airports are located. Any doubt or dispute in connexion with this point shall be settled by the aeronautical authorities of the country to which the airports belong.

Julio A. López Muñiz
Enrique A. Ferreira
Germán Riesco Errázuriz

ANNEX B

1. The airline or airlines of the Argentine Republic authorized under this Agreement shall be accorded the rights of transit and stops for traffic purposes indicated in annex A, in Chilean territory and on the following routes, in both directions:

(*a*) Salta – Antofagasta

(*b*) Mendoza – Santiago

(*c*) Río Gallegos – Punta Arenas

(*d*) Buenos Aires – Santiago, with or without stops, with the right to pick up supplementary traffic at Santiago destined for points beyond Argentina.

(*e*) Buenos Aires to/points still to be determined in Peru and/or beyond, with stops for traffic purposes at Antofagasta.

(*f*) Bariloche and/or Esquel and/or Lago Buenos Aires to Temuco and/or Osorno and/or Puerto Montt, in seasonal traffic, subject to annual approval.

2. The airline or airlines of the Republic of Chile authorized under this Agreement shall be accorded the rights of transit and stops for traffic purposes indicated

in annex A, in the territory of the Argentine Republic and on the following routes, in both directions :

(*a*) Antofagasta – Salta

(*b*) Santiago – Mendoza

(*c*) Punta Arenas – Río Gallegos

(*d*) Santiago – Buenos Aires, with or without stops, with the option of extending services and picking up supplementary traffic at Buenos Aires destined for points beyond Argentina.

(*e*) Santiago to points still to be determined in Paraguay and/or Brazil and/or beyond, with stops for traffic purposes at Córdoba.

(*f*) Temuco and/or Osorno and/or Puerto Montt to Bariloche and/or Esquel and/or Lago Buenos Aires, in seasonal traffic, subject to annual approval.

3. The two Contracting Parties agree to recognize the right of the airline or airlines designated by each Contracting Party to fly over the territory of the other Contracting Party for the purpose of connecting two or more points on their territory, along the routes and with the frequency of service authorized by the respective aeronautical authorities.

Julio A. López Muñiz

Enrique A. Ferreira

Germán Riesco Errázuriz

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT[1] BETWEEN THE GOVERNMENT OF THE ARGENTINE REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF CHILE APPROVING CHANGES IN THE ROUTE SCHEDULE CONTAINED IN ANNEX B OF THE AIR TRANSPORT AGREEMENT OF 14 DECEMBER 1948 BETWEEN THE GOVERNMENTS OF THE TWO COUNTRIES. BUENOS AIRES, 1 DECEMBER 1966

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD[1] ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE ARGENTINE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU CHILI APPROUVANT DES CHANGEMENTS AU TABLEAU DES ROUTES FIGURANT DANS L'ANNEXE B À L'ACCORD SUR LES TRANSPORTS AÉRIENS DU 14 DÉCEMBRE 1948 ENTRE LES GOUVERNEMENTS DE CES DEUX PAYS. BUENOS AIRES, 1er DÉCEMBRE 1966

I

[SPANISH TEXT — TEXTE ESPAGNOL]

Buenos Aires, 1 de diciembre de 1966

Señor Embajador :

Tengo el agrado de dirigirme a Vuestra Excelencia con referencia a la reunión de consulta entre Delegaciones de las autoridades aeronáuticas de las Repúblicas de Argentina y de Chile efectuada en Santiago de Chile entre los días 5 y 9 de septiembre próximo pasado, de conformidad con las disposiciones del Artículo XII del Acuerdo de Transporte Aéreo y Anexos suscrito el 14 de diciembre de 1948 entre los gobiernos de ambos países en la que se acordó el nuevo plan de Rutas en el Anexo « B » del mencionado Acuerdo.

Sobre el particular, y en base a las disposiciones del Acuerdo citado, que fuera suscrito entre ambos países en 1948 y ratificado por la República Argentina por Ley 13.919 de 1950, me es grato llevar a conocimiento de Vuestra Excelencia que por considerar mi Gobierno que han sido contemplados adecuadamente los intereses aeronáuticos de ambos países, está de

[1] Came into force on 1 December 1966 by the exchange of the said notes.

[1] Entré en vigueur le 1er décembre 1966 par l'échange desdites notes.

[TRANSLATION]

Buenos Aires, 1 December 1966

Sir,

I have the honour to write to you in connexion with the consultations between the delegations of the aeronautical authorities of the Argentine Republic and the Republic of Chile held at Santiago on 5-9 September last, in accordance with the provisions of article XII of the Air Transport Agreement and its annexes signed on 14 December 1948[1] between the Governments of the two countries, when a decision was taken to change the route schedule contained in annex B of that Agreement.

In this connexion, and on the basis of the provisions of the abovementioned Agreement, which was signed by the two countries in 1948 and ratified by the Argentine Republic under Act 13,919 of 1950, I have pleasure in informing you that my Government considers that due allowance has been made for the aeronautical interests of the two countries and will approve the changes made in the route schedule contained in annex B of the Agreement, which will read as follows :

ANNEX B

1. The airline or airlines of the Argentine Republic authorized under this Agreement shall be accorded the rights of transit and stops for traffic purposes indicated in annex A, in

[1] See p. 34 of this volume.

[TRADUCTION]

Buenos Aires, le 1er décembre 1966

Monsieur l'Ambassadeur,

J'ai l'honneur de me référer à la réunion de consultation entre les délégations des autorités aéronautiques de la République Argentine et de la République du Chili, qui a eu lieu à Santiago du Chili du 5 au 9 septembre dernier, conformément aux dispositions de l'article XII de l'Accord sur les transports aériens et à ses annexes, signé le 14 décembre 1948[1] entre les Gouvernements de nos deux pays au cours de laquelle a été arrêté le nouveau tableau des routes figurant dans l'annexe B à l'Accord susmentionné.

À cet égard, et en vertu des dispositions de l'Accord en question qui a été signé entre nos deux pays en 1948 et ratifié par la République Argentine par la loi n° 13 919 de 1950, j'ai le plaisir de vous informer que mon Gouvernement, considérant qu'il a été dûment tenu compte des intérêts aéronautiques de nos pays accepte les modifications apportées au tableau des routes qui figure à l'annexe B de l'Accord en question, lequel s'établira comme suit :

ANNEXE B

1. Il est accordé à l'entreprise ou aux entreprises de transports aériens de la République Argentine autorisées en vertu du présent Accord, le droit de transit et le droit d'atterrissage à des fins

[1] Voir p. 35 de ce volume.

Chilean territory and on the following routes, in both directions:

(*a*) Salta and/or Jujuy – Antofagasta and/or Arica;

(*b*) San Juan and/or Mendoza – La Serena and/or Valparaíso;

(*c*) Mendoza – Santiago;

(*d*) Buenos Aires – Santiago, with or without intermediate stops in Argentine territory, with the right to pick up and set down supplementary traffic between Santiago and third countries beyond Argentina;

(*e*) Buenos Aires – Santiago and/or Antofagasta, with the right to extend services and, at both points in Chilean territory, to pick up and set down supplementary traffic destined for or originating in third countries beyond Chile;

(*f*) Bariloche – Santiago, with the right to extend services and pick up or set down supplementary traffic between Santiago and third countries beyond Chile;

(*g*) Buenos Aires – Puerto Montt, with or without intermediate stops in Argentine territory, with the right to extend services and pick up or set down supplementary traffic between Puerto Montt and third countries beyond Argentina;

(*h*) Bariloche – Puerto Montt and/or Osorno and/or Valdivia;

(*i*) Río Gallegos – Punta Arenas;

(*j*) Río Grande – Punta Arenas; and

(*k*) Ushuaia – Punta Arenas and/or Puerto Williams.

2. The airline or airlines of the Republic of Chile authorized under this Agree-

commerciales dans les conditions prévues à l'annexe A, sur le territoire de la République du Chili, sur les routes suivantes, dans les deux sens :

a) Salta et/ou Jujuy – Antofagasta et/ou Arica;

b) San Juan et/ou Mendoza – La Serena et/ou Valparaíso;

c) Mendoza – Santiago;

d) Buenos Aires – Santiago, avec ou sans escale intermédiaire en territoire argentin, ainsi que le droit d'embarquer et de débarquer un chargement complémentaire entre Santiago et des pays tiers situés au-delà de l'Argentine;

e) Buenos Aires – Santiago et/ou Antofagasta, ainsi que le droit de prolonger leur service au-delà et d'embarquer et de débarquer un chargement complémentaire en ces deux points du territoire chilien, à destination ou en provenance de pays tiers situés au-delà du Chili;

f) Bariloche – Santiago, ainsi que le droit de prolonger leur service au-delà et d'embarquer et de débarquer un chargement complémentaire entre Santiago et des pays tiers situés au-delà du Chili;

g) Buenos Aires – Puerto Montt, avec ou sans escale intermédiaire en territoire argentin, ainsi que le droit de prolonger leur service au-delà et d'embarquer et de débarquer un chargement complémentaire entre Puerto Montt et des pays tiers situés au-delà de l'Argentine;

h) Bariloche – Puerto Montt et/ou Osorno et/ou Valdivia;

i) Río Gallegos – Punta Arenas;

j) Río Grande – Punta Arenas; et

k) Ushuaia – Punta Arenas et/ou Puerto Williams.

2. Il est accordé à l'entreprise ou aux entreprises de transports aériens de la

ment shall be accorded the rights of transit and stops for traffic purposes indicated in annex A, in the territory of the Argentine Republic and on the following routes, in both directions :

(*a*) Arica and/or Antofagasta – Jujuy and/or Salta;

(*b*) La Serena and/or Valparaíso – San Juan and/or Mendoza;

(*c*) Santiago – Mendoza;

(*d*) Santiago – Buenos Aires, with or without stops at Mendoza, with the right at both points in Argentine territory to pick up or set down supplementary traffic destined for or originating in third countries beyond Chile;

(*e*) Santiago – Buenos Aires, with the right to extend services and pick up or set down supplementary traffic between Buenos Aires and third countries beyond Argentina;

(*f*) Santiago – Bariloche, with or without intermediate stops in Chilean territory, with the right to extend services and pick up or set down supplementary traffic between Bariloche and third countries beyond Chile;

(*g*) Puerto Montt – Buenos Aires, with the right to extend services and pick up or set down supplementary traffic between Buenos Aires and third countries beyond Argentina;

(*h*) Puerto Montt and/or Osorno and/or Valdivia – Bariloche;

(*i*) Punta Arenas – Río Gallegos;

(*j*) Punta Arenas – Río Grande; and

k) Punta Arenas and/or Puerto Williams – Ushuaia.

3. The agreed services on the routes mentioned under (*b*), (*f*), (*g*) and (*h*) of

République du Chili autorisées en vertu du présent Accord, le droit de transit et le droit d'atterrissage à des fins commerciales, dans les conditions prévues à l'annexe A, sur le territoire de la République Argentine, sur les routes suivantes, dans les deux sens :

a) Arica et/ou Antofagasta – Jujuy et/ou Salta;

b) La Serena et/ou Valparaíso – San Juan et/ou Mendoza;

c) Santiago – Mendoza;

d) Santiago – Buenos Aires, avec ou sans escale à Mendoza, ainsi que le droit de prendre et de décharger un chargement complémentaire en ces deux points du territoire argentin, à destination ou en provenance de pays tiers situés au-delà du Chili;

e) Santiago – Buenos Aires, ainsi que le droit de prolonger ce service au-delà et d'embarquer et de débarquer un chargement complémentaire entre Buenos Aires et des pays tiers situés au-delà de l'Argentine;

f) Santiago – Bariloche, avec ou sans escale intermédiaire en territoire chilien, ainsi que le droit de prolonger ce service au-delà et d'embarquer et de débarquer un chargement complémentaire entre Bariloche et des pays tiers situés au-delà du Chili;

g) Puerto Montt – Buenos Aires, ainsi que le droit de prolonger ce service au-delà et d'embarquer et de débarquer un chargement complémentaire entre Buenos Aires et des pays tiers situés au-delà de l'Argentine;

h) Puerto Montt et/ou Osorno et/ou Valdivia – Bariloche;

i) Punta Arenas – Río Gallegos;

j) Punta Arenas – Río Grande; et

k) Punta Arenas et/ou Puerto Williams – Ushuaia.

3. Les services convenus sur les routes mentionnées aux alinéas *b*, *f*, *g* et *h* des

paragraphs 1 and 2 of this annex may be operated as permanent or seasonal traffic.

4. The two Contracting Parties shall recognize :

(*a*) The right of the airline or airlines of either Contracting Party operating scheduled air transport services to fly over the territory of the other Contracting Party and to make stops for non-traffic purposes at aerodromes with an international rating, for the purpose of carrying out both the domestic services and the international services to third countries authorized by each of the Contracting Parties.

(*b*) For the purposes of sub-paragraph (*a*), the aeronautical authorities of the two Contracting Parties shall exchange the necessary information in order to give prior notice and allow corresponding supervision of the operations involved.

5. The two Contracting Parties shall interpret the phrase "points beyond" used in this annex as meaning any point outside the territory of either of the two countries, without any restriction as to geographical location.

This note, together with a similar note of the same date addressed to me, will be considered by my Government as constituting an Agreement.

I avail myself, etc.

His Excellency
Mr. Hernan Videla Lira
Ambassador Extraordinary and Plenipotentiary of Chile
Buenos Aires

paragraphes 1 et 2 de la présente annexe pourront être assurés sur une base permanente ou saisonnière.

4. Les deux Parties contractantes sont convenues de reconnaître :

a) Le droit de l'entreprise ou des entreprises de chacune des Parties contractantes exploitant des services réguliers de transport aérien, de survoler le territoire de l'autre Partie contractante et de faire des escales à des fins non commerciales sur les aérodromes habilités à recevoir le trafic international, dans le but d'assurer tant les services intérieurs que les services internationaux en direction de pays tiers qui auraient été autorisés par chacune des Parties contractantes.

b) Aux fins prévues à l'alinéa *a*, les autorités aéronautiques des deux Parties contractantes échangeront les renseignements nécessaires pour s'informer préalablement des opérations qu'elles réaliseront et permettre le contrôle correspondant.

5. Les deux Parties contractantes interprètent l'expression « les points situés au-delà » qui est employée dans la présente annexe comme s'appliquant à tout point situé hors du territoire de l'un et l'autre des deux pays, quelle que soit sa situation géographique.

J'ai l'honneur de vous informer que la présente note et la note de même teneur et portant la même date que vous voudrez bien me faire parvenir seront considérées par mon Gouvernement comme constituant un accord.

Je saisis, etc.

Son Excellence
M. Hernan Videla Lira
Ambassadeur extraordinaire et plénipotentiaire du Chili
Buenos Aires

[TRANSLATION]

EMBASSY OF CHILE
BUENOS AIRES

No. 1878/230

1 December 1966

Sir,

I have the honour to acknowledge receipt of your note of 1 December concerning the consultations between the aeronautical authorities of the Republic of Chile and the Argentine Republic, held at Santiago on 5-9 September last, in accordance with the provisions of article XII of the Air Transport Agreement and its annexes signed on 14 December 1948 by the Governments of the two countries, when a decision was taken to change the route schedule contained in annex B of that Agreement.

You state in this connexion that, on the basis of the provisions of the above-mentioned Agreement, which was ratified by Argentina under Act 13,919 of 1950, you have pleasure in informing me that your Government considers that due allowance has been made for the aeronautical interests of the two countries and will approve the changes made in the route schedule contained in annex B of the Agreement, which will read as follows :

[*See note I*]

The Government of Chile ratified the Air Transport Agreement of 1948 on 13 September 1966 and

[TRADUCTION]

AMBASSADE DU CHILI
BUENOS AIRES

N° 1878/230

Le 1er décembre 1966

Monsieur le Ministre,

J'ai l'honneur d'accuser réception de votre note en date du 1er décembre relative à la réunion de consultation des autorités aéronautiques de la République du Chili et de la République Argentine qui a eu lieu à Santiago du Chili du 5 au 9 septembre dernier, et au cours de laquelle a été adopté conformément aux dispositions de l'article XII de l'Accord relatif aux transports aériens et de ses annexes signé le 14 décembre 1948 entre les Gouvernements des deux pays, le nouveau tableau des routes qui fait l'objet de l'annexe B de l'Accord en question.

À cet égard, Votre Excellence m'informait qu'en vertu des dispositions de l'Accord en question qui a été ratifié par l'Argentine par la loi 13 919 de 1950, le Gouvernement argentin, considérant qu'il a été dûment tenu compte des intérêts aéronautiques des deux pays, accepte les modifications apportées au tableau des routes figurant dans l'annexe B dudit Accord, lequel s'établira comme suit :

[*Voir note I*]

Le Gouvernement chilien ayant ratifié l'Accord relatif aux transports aériens de 1948, le 13 septembre 1966,

agrees to the change made in annex B, which will read as shown above. I would therefore confirm that this note and the similar note of the same date addressed to me by you, will be considered by the Governments of Chile and Argentina as constituting an agreement.

I avail myself, etc.

Hernán VIDELA LIRA
Ambassador of Chile

His Excellency
Dr. Nicanor Costa Méndez
Minister for Foreign Affairs
and Religious Worship
Buenos Aires

et acceptant les modifications apportées à l'annexe B dont les termes sont rapportés ci-dessus, je vous confirme que la présente note, ainsi que la note de même teneur et portant la même date que vous avez bien voulu m'adresser, devront être considérées par les Gouvernements chilien et argentin comme constituant un accord.

Je saisis, etc.

Hernán VIDELA LIRA
Ambassadeur du Chili

Son Excellence
M. Nicanor Costa Méndez
Ministre des relations extérieures
et du culte
Buenos Aires