

**No. 9238**

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**AUSTRIA  
and  
SPAIN**

**Air Transport Agreement (with annex). Signed at Vienna,  
on 19 February 1962**

*Official texts: German and Spanish.*

*Registered by the International Civil Aviation Organization on 18 September 1968.*

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**AUTRICHE  
et  
ESPAGNE**

**Accord relatif aux transports aériens (avec annexe). Signé à  
Vienne, le 19 février 1962**

*Textes officiels allemand et espagnol.*

*Enregistré par l'Organisation de l'aviation civile internationale le 18 septembre 1968.*

[TRANSLATION — TRADUCTION]

No. 9238. AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN AUSTRIA AND SPAIN. SIGNED AT VIENNA, ON 19 FEBRUARY 1962

The Federal Government of Austria and the Government of Spain,  
Both being signatories to the Convention on International Civil Aviation signed at Chicago in 1944,<sup>2</sup>

Desiring to regulate and develop civil air traffic between their respective territories, Austria and Spain,

Have, for that purpose and in accordance with the recommendations of the European Civil Aviation Conference, agreed upon the following provisions :

*Article 1*

TRAFFIC RIGHTS

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 routes specified. 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 across 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 at the points in the territory of the other Contracting Party specified in the schedule of routes for the purposes of picking up and setting down international traffic in passengers, mail and cargo, excluding any cabotage in the said territory.

2. The routes over which the designated airlines will be authorized to operate international air services shall be specified in a schedule of routes (hereafter called « the agreed services » and « the specified routes ») which shall be established by agreement between the aeronautical authorities of the two Contracting Parties.

<sup>1</sup> Came into force on 11 May 1962, the date on which the Contracting Parties communicated to each other by an exchange of notes, which took place in Vienna, the fulfilment of their constitutional procedures for the approval of the Agreement, in accordance with article 14.

<sup>2</sup> 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.

*Article 2*

## PERMITS REQUIRED

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party 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 permits to the designated airline or airlines.

3. Each Contracting Party shall have the right, by giving notice in writing to the other Contracting Party, to revoke the designation of an airline and to designate another.

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 permits referred to in paragraph 2 of this article if the said Contracting Party 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 6 of this Agreement is applied to such service.

*Article 3*

## REVOCATION AND SUSPENSION

1. Each Contracting Party shall have the right to revoke a permit or to suspend the exercise of the rights specified in article 1 of this Agreement by an airline designated by the other Contracting Party 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 the agreed services 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 4

##### EXEMPTION FROM CUSTOMS DUTIES AND OTHER FEES

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 payment for 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 if such supplies are 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 supplies 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 5*

#### 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 be directly related to traffic requirements on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to satisfy the present and reasonably foreseeable requirements of traffic in passengers, cargo and mail between the territory of the Contracting Party designating the airline and the country of final destination of the traffic.

4. For the transport of passengers, cargo and mail to and from points on a specified route situated in the territory of States other than the State designating the airline, account shall be taken of the general principle that the capacity offered should 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.

### *Article 6*

#### TRANSPORT 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, after 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 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 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 12 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 Agreement shall remain in force until new tariffs have been fixed in accordance with the provisions of this article.

### *Article 7*

#### STATISTICAL INFORMATION

The aeronautical authorities of each Contracting Party shall furnish on request to the aeronautical authorities of the other Contracting Party all statistical information that may reasonably be considered necessary for the purpose of reviewing the capacity required in the agreed services by the airlines designated by the other Contracting Party. This statistical information shall contain all the data necessary for determination of the volume of traffic transported by the said airlines in the agreed services.

*Article 8*

## CONSULTATION

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.

*Article 9*

## 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 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 diplomatic channels.

2. Modifications to the annexes to this Agreement, including the schedule of routes, may be made by direct agreement between the competent aeronautical authorities of the Contracting Parties.

*Article 10*

## MODIFICATION BY MULTILATERAL AGREEMENTS

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

*Article 11*

## 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 12*

## 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 diplomatic channels 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 within the period specified, 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 13*

## REGISTRATION

This Agreement and all exchanges of notes under the provisions of article 9, paragraph 1, shall be registered with the International Civil Aviation Organization.

*Article 14*

## SIGNATURE

This Agreement shall enter into force on the date on which the Contracting Parties inform each other, by an exchange of notes which shall take place at Vienna as soon as possible, that approval has been obtained by each in accordance with its constitutional requirements.

IN WITNESS WHEREOF the plenipotentiaries, being duly authorized for the purpose, have signed this Agreement and affixed their seals thereto.



DONE at Vienna, on 19 February 1962, in duplicate, in the German and Spanish languages, the two texts being equally authentic.

For the Austrian Government :

C. KREISKY

For the Spanish Government :

J.S. DE ERICE

## ANNEX

### SCHEDULE OF ROUTES

#### I. *Austrian airline*

- |                                       |  |              |
|---------------------------------------|--|--------------|
| A. Austria via intermediate points in | $\left\{ \begin{array}{l} \text{Federal Republic} \\ \text{of Germany or} \\ \text{France or} \\ \text{Italy or} \\ \text{Switzerland} \end{array} \right\}$ | to Madrid    |
| B. Austria via intermediate points in | $\left\{ \begin{array}{l} \text{Federal Republic} \\ \text{of Germany or} \\ \text{France or} \\ \text{Italy or} \\ \text{Switzerland} \end{array} \right\}$ | to Barcelona |

without fifth freedom rights between Spain and the intermediate point selected.

#### II. *Spanish airline*

- |                                     |  |             |
|-------------------------------------|--|-------------|
| A. Spain via intermediate points in | $\left\{ \begin{array}{l} \text{Federal Republic} \\ \text{of Germany or} \\ \text{France or} \\ \text{Italy or} \\ \text{Switzerland} \end{array} \right\}$ | to Vienna   |
| B. Spain via intermediate points in | $\left\{ \begin{array}{l} \text{Federal Republic} \\ \text{of Germany or} \\ \text{France or} \\ \text{Italy or} \\ \text{Switzerland} \end{array} \right\}$ | to Salzburg |

without fifth freedom rights between Austria and the intermediate point selected.