

No. 10180

**ARGENTINA
and
BOLIVIA**

**Agreement on scheduled air transport (with annex). Signed at
Buenos Aires on 19 December 1966**

Authentic text: Spanish.

Registered by Argentina on 14 January 1970.

**ARGENTINE
et
BOLIVIE**

**Accord relatif aux transports aériens réguliers (avec annexe).
Signé à Buenos Aires le 19 décembre 1966**

Texte authentique : espagnol.

Enregistré par l'Argentine le 14 janvier 1970.

[TRANSLATION — TRADUCTION]

AGREEMENT ¹ ON SCHEDULED AIR TRANSPORT
BETWEEN THE GOVERNMENTS OF THE REPUBLIC
OF BOLIVIA AND THE ARGENTINE REPUBLIC

Article I

The Contracting Parties grant to each other the rights specified in this Agreement and its annex, necessary for the establishment of the scheduled international air services described therein and hereinafter referred to as "agreed air services".

Article II

1. Each of the agreed air services may be inaugurated immediately or at a later date at the option of the Contracting Party to which the rights are granted, but not before:

- (a) The Contracting Party to which the rights are granted has designated one or more national airlines to serve the route or routes specified in annex A.
- (b) The Contracting Party granting the rights has issued the relevant operating permit to the airline(s) designated by the other Contracting Party, which it shall do without delay once the provisions of article VI have been fulfilled.

2. Each Contracting Party shall have the right, by written communication to the other Contracting Party, to replace an airline it has designated. The newly designated airline shall have the same rights and shall be subject to the same obligations as the airline which it replaces.

Article III

In order to avoid discriminatory practices and to ensure equality of treatment, the Contracting Parties agree to the following:

¹ Came into force provisionally on 19 December 1966, by signature, and definitively on 4 June 1969, the date of the exchange of the instruments of ratification, which took place at La Paz, in accordance with article XXI (1).

1. Each Contracting Party may impose or permit to be imposed just and reasonable taxes, fees or other fiscal charges for the use of airports and other services and/or airport facilities. Each Contracting Party agrees, however, that these taxes, fees and charges shall not be higher than would be paid for the use of such airports, services and/or facilities by national aircraft of third States engaged in similar international services.

2. Aircraft employed by the designated airline(s) of one Contracting Party and introduced into the territory of the other Contracting Party shall be exempt in the latter territory, in accordance with its customs regulations, from customs taxes and duties and other duties, charges and taxes levied in connexion with the importation, exportation and transit of goods. The same exemptions shall apply to fuel, lubricating oils, spare parts, aircraft equipment, aircraft stores and general supplies intended solely for use by the aircraft and imported and re-exported therewith.

3. Fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores introduced into the territory of one Contracting Party directly by or on behalf of an airline or airlines designated by the other Contracting Party and intended solely for use by the aircraft specified in paragraph 2 above shall, on entry into and departure from the territory of the first Contracting Party, be exempt from customs taxes and duties, inspection fees and other similar duties and charges.

4. The Contracting Parties shall, upon the inauguration of the agreed air services, adopt measures to facilitate and simplify the usual administrative and customs procedures in their respective countries relating to the importation, exportation and immediate re-exportation into or from the country of either Contracting Party or of third States, of fuel, lubricating oils, spare parts and accessories, regular equipment, aircraft stores and general supplies required by the designated airline(s) and intended solely for use in the aircraft specified in paragraph 2 of this article, both for the regular operation of the agreed air services and in special cases when required so as not to prejudice the normal operation of these services.

The aforementioned items shall, within the limits prescribed by the customs regulations in force in the country of each Contracting Party, be exempt from customs taxes and duties, excise taxes and other national and local duties and charges.

5. Each Contracting Party shall adopt such measures as are required to enable the designated airline(s), under the exceptions granted in paragraphs 3 and 4 of this article, to store under customs supervision at the airport or airports of the other Contracting Party supplies of fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores imported from the territory of either Contracting Party or of third States and intended solely for use by the aircraft utilized in the agreed air services.

Article IV

Certificates of airworthiness, certificates of competency and permits of aircraft crews 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 agreed air services. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, licences, certificates and/or permits granted to its own nationals by another State.

Article V

1. The laws and regulations of one Contracting Party governing the admission to, stay in or departure from its territory of aircraft engaged in international air navigation, or governing the operation and handling of such aircraft while within its territory, shall apply to the aircraft of the airline(s) designated by the other Contracting Party.

2. The laws and regulations of one Contracting Party governing the admission to, stay in or departure from its territory of aircraft passengers and/or cargo, such as the laws and regulations relating to entry, clearance, immigration, police, customs and health, shall apply to the passengers and/or cargo of the aircraft of the airline(s) designated by the other Contracting Party.

3. The crews of the aircraft of the designated airline(s) shall enjoy unlimited and permanent authorization to enter, stay in and depart from the territory of each Contracting Party and shall not require the relevant entry visas, special permits to remain in the country, exit permits and passports and/or letters of safe conduct. The said crews shall be required in each case to present to the competent authorities of the country of each Contracting Party only such credentials as are issued by that Party's aeronautical authorities.

The same exemptions shall apply to the technical aeronautical personnel of the designated airline(s) of a Contracting Party whose entry into the territory of the other Contracting Party is necessitated by aircraft accidents, maintenance and/or other requirements directly related to the operation of the agreed air services.

Article VI

1. Each Contracting Party reserves the right to withhold or revoke the operating permit referred to in article II of an airline designated by the other Contracting Party in the event that such an airline cannot prove, upon being requested to do so, that substantial ownership and effective control of that airline are vested in nationals or corporations of the other Contracting Party or in that Contracting Party itself.

2. The same right may be exercised whenever an airline designated by one Contracting Party is unable to prove that it can comply with the requirements laid down in the laws and other provisions of the other Contracting Party relating to the operation of the international air service or with the requirements of this Agreement governing the operation of commercial airlines, or when it fails to comply with the aforementioned provisions.

3. Each Contracting Party shall exercise its rights to revoke an operating permit only after consultation, unless immediate suspension or imposition of conditions is essential to prevent further infringement of such laws and other provisions.

Article VII

The airlines designated by each Contracting Party shall have legal representation, vested with sufficient powers, to be accountable to the competent authorities of the other Contracting Party for the obligations incurred by such airlines by reason of their operation.

Article VIII

1. As from the date of the entry into force of this Agreement, the aeronautical authorities of the Contracting Parties shall forward to each other as rapidly as possible information regarding permits granted to their own

airlines for the operation of all or part of the agreed air services. Such information shall include, *inter alia*, copies of the permits granted, any subsequent modifications thereof and other documents.

2. The aeronautical authorities of the Contracting Parties shall forward to each other not less than thirty days prior to the date of the effective inauguration of the corresponding services, frequencies and itineraries, for the purpose of their approval. They shall also forward to each other any subsequent modifications of these particulars.

3. The designated airlines shall communicate to the aeronautical authorities of both Contracting Parties not less than thirty days prior to the inauguration of the services concerned, particulars of the types of aircraft to be used and their schedules. They shall also communicate any subsequent modifications of these particulars.

4. The aeronautical authorities of each Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, at their request, all such statistical data and reports as may be required for the purpose of reviewing the transport capacity provided by the designated airlines of the other Contracting Party on the routes established in the annex to this Agreement. It is understood that this exchange of information shall take place in accordance with the possibilities of the Contracting Parties and to the extent to which their legislation permits.

5. Violations of air navigation regulations committed by the personnel of airlines designated by one Contracting Party shall be communicated to the aeronautical authorities of the said Contracting Party by the aeronautical authorities of the Party in whose territory the violation has been committed. If the violation is of a serious nature, the said authorities shall have the right to request the adoption of adequate measures.

6. Other violations committed by designated airlines of one Contracting Party in the territory of the other Contracting Party shall be dealt with in accordance with the legislation of the territory where they were committed. Without prejudice to such action, and before the relevant decision has been implemented, the aeronautical authorities in whose territory the violation was committed shall notify the aeronautical authorities having jurisdiction over the airline concerned.

Article IX

1. The Government of the Republic of Bolivia grants the Government

of the Argentine Republic the right to operate the agreed air services through one or more airlines designated by the latter.

2. The Government of the Argentine Republic grants the Government of the Republic of Bolivia the right to operate the agreed air services through one or more airlines designated by the latter.

Article X

1. The airline(s) designated by the Contracting Parties under this Agreement shall have, in the territory of the other Contracting Party, the right to take on and/or put down international traffic in passengers, cargo, and mail at the points mentioned on the routes specified in Annex A, subject to the provisions of article XI.

2. Cabotage in the territory of each Contracting Party shall be reserved exclusively for its national airline(s).

Article XI

The Contracting Parties agree on the following:

1. They shall consider the adoption of uniform rules for the utilization by the designated airline(s) of each Contracting Party of regional air traffic originating between the territories of both Contracting Parties.

2. The transport capacity offered by the designated airlines of the two Contracting Parties shall be closely related to traffic requirements.

3. The designated airlines of the two Contracting Parties shall be ensured fair and equal treatment so that they may enjoy equal opportunity to offer and operate the agreed air services.

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

5. The agreed air services shall have as their principal objective the

provision of capacity corresponding to the traffic requirements between the country to which the airline(s) belongs and the country of destination.

6. The right of a designated airline to take on and put down at specified points and on specified routes international traffic destined for and/or coming from third countries shall be exercised in accordance with the general principles of orderly development accepted by the two Contracting Parties and in such a manner that capacity shall be related to:

- (a) the requirements of traffic between the country of origin and the country of destination;
- (b) the requirements of economic operation of the services provided;
- (c) the traffic requirements of the areas covered by the routes, local and regional services being taken into account.

Article XII

1. The tariffs shall be fixed at appropriate levels, regard being paid to the cost of operation of the designated airlines, reasonable profit and the special characteristics of the air services. The basic principles governing international air transport and the proximity of the two contracting countries shall be taken into account for that purpose.

2. The designated airlines shall first endeavour to agree on the tariffs for each route between the territories of the Contracting Parties and for each portion of a route passing through the territory of one of the Parties. The said tariffs shall be submitted for approval to the aeronautical authorities of the two Contracting Parties not less than thirty days before the date proposed for their entry into force; this period of thirty days may be reduced, when the aeronautical authorities of the Contracting Parties so agree.

3. If the designated airlines have not reached an agreement or if one of the aeronautical authorities disapproves of the tariffs submitted, the aeronautical authorities of the two Contracting Parties shall determine them by agreement between themselves. The existing tariffs shall remain in force until an agreement has been reached.

4. If the aeronautical authorities of the two Contracting Parties cannot reach an agreement, the procedure prescribed in article XIV, paragraph 1, shall be followed.

Article XIII

An exchange of views between the aeronautical authorities of both

Contracting Parties may take place at any time in order to attain close co-operation and understanding in all matters concerning the application and interpretation of this Agreement.

Article XIV

1. Each of the Contracting Parties may apply for consultations at any time, in order to consider amendments to this Agreement or to the schedule of routes. The same applies to the consideration of the interpretation and application of the Agreement if, in the opinion of one of the Contracting Parties, the exchange of views provided for under article XIII has not yielded results. The consultations shall begin within sixty days of receiving the application.

2. The request for consultations shall not affect the applicability of such administrative measures as have been or may be adopted by either Contracting Party in the light of its interpretation or application of this Agreement. The Contracting Parties agree, however, to comply with any provisional measures or decisions which may be adopted by the arbitral tribunal under article XV, paragraph 4.

3. Where the aeronautical authorities of both Contracting Parties have agreed to amend the annex containing the schedule of routes, such amendments shall enter into force after they have been confirmed by an exchange of diplomatic notes.

Article XV

1. If a dispute relating to the interpretation or application of this Agreement cannot be settled in accordance with article XIV, the matter shall be submitted to an arbitral tribunal at the request of one of the Contracting Parties.

2. In each case, the arbitral tribunal shall be constituted in such a manner that each of the Contracting Parties shall appoint an arbitrator, and the two arbitrators shall appoint, by agreement, a citizen of a third State, designated by the Governments of the Contracting Parties, as the umpire. The arbitrators shall be appointed within sixty days and the umpire within ninety days from the date when one of the Contracting Parties has notified the other of its intention of submitting the dispute to arbitration.

3. If the time-limits set forth in paragraph 2 are not complied with, either of the Contracting Parties may, unless otherwise agreed, request the President

of the Council of the International Civil Aviation Organization (ICAO) to take the necessary appointments. If the President is a national of one of the two Contracting Parties, or if he is unable to act for other reasons, his official deputy shall make the corresponding appointments.

4. The arbitral tribunal shall decide by a majority of votes and shall adopt its own rules of procedure. Its decisions shall be binding on both Contracting Parties. Each of the Contracting Parties shall defray the expenses of its arbitrator. The expenses of the umpire, and all other expenses of the arbitral tribunal, shall be defrayed by the two Contracting Parties in equal parts.

Article XVI

Either Contracting Party may terminate this Agreement by notifying the other Contracting Party. Such decision shall be simultaneously communicated to the International Civil Aviation Organization (ICAO). Once such notification has been made, this Agreement shall lapse one year after the date of communication to the other Contracting Party, unless the notice is withdrawn by agreement before the expiry of this period. If the other Contracting Party fails to acknowledge receipt of the notice, it shall be deemed to have been received fourteen (14) days after its registration at the International Civil Aviation Organization (ICAO).

Article XVII

Matters not covered by this Agreement shall be regulated by existing multilateral conventions on the subject to which both Contracting Parties are signatories; similarly, in the event of the entry into force of a multilateral convention on international air transport which is ratified by the two Contracting Parties, this Agreement shall be subject to any modifications it entails.

Article XVIII

This Agreement shall supersede any licence, privileges or concessions in force at the time of its signature which have been granted for any reason by one of the Contracting Parties to the airline(s) of the other Contracting Party.

Article XIX

This Agreement, its annex and all documents related thereto shall be registered with the International Civil Aviation Organization (ICAO).

Article XX

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

1. The term “aeronautical authorities” shall mean, in the case of the Republic of Bolivia, the Ministry of Public Works and Communications, and, in the case of the Argentine Republic, the Office of the Commander-in-Chief of the Air Force, or, in either case, the duly authorized officials or agencies.

2. The term “designated airline(s)” shall mean any body corporate or legal entity which one of the Contracting Parties has designated to operate the “agreed air services”, such designation having been communicated in writing to the aeronautical authorities of the other Contracting Party, in accordance with the provisions of article VIII of this Agreement.

3. The term “scheduled international air service” shall mean the international service operated by the designated airline(s) in accordance with pre-established time-tables and routes approved by the Contracting Parties.

4. The term “regional air traffic” shall mean traffic originating in the territory of one Contracting Party and terminating in the territory of an adjacent State.

5. The term “crew” shall mean all persons to whom the designated airline(s) assign specific tasks to be performed aboard the aircraft during flight.

Article XXI

1. Upon completion of the constitutional formalities of each Contracting Party, this Agreement and its annex shall enter into force with the exchange of the instruments of ratification.

2. Until this exchange takes place, the Governments of both Contracting Parties shall apply the provisions of this Agreement and its annex within their respective constitutional and administrative powers. In the event that this Agreement is not ratified within two years from the date of its signature, the provisions set forth herein shall automatically cease to be applicable at the expiry of that period.

IN WITNESS WHEREOF two identical copies of this Agreement to the same effect have been signed at Buenos Aires on 19 December 1966.

For the Government
of the Republic of Bolivia:

Berto CRESPO GUTIERREZ
Minister for Foreign Affairs
and Public Worship
[SEAL]

For the Government
of the Argentine Republic:

Nicanor COSTA MENDEZ
Minister for Foreign Affairs
and Public Worship
[SEAL]

ANNEX "A"

For the purposes of the operation of the "agreed air services", the Governments of the two Contracting Parties establish the following routes:

SCHEDULE 1

Bolivian routes to Argentine territory

1. La Paz to Buenos Aires, with or without stops at intermediate points in Bolivian territory, in both directions, with the option of extending services and picking up traffic at Buenos Aires destined for points beyond Argentina.
2. La Paz to Buenos Aires via Salta (Argentine Republic), in both directions.
3. Santa Cruz or Yacuiba to Salta, in both directions.
4. Tarija to Salta, via Bermejo in Bolivia and Orán in Argentina, in both directions.

SCHEDULE 2

Argentine routes to Bolivia and across Bolivian territory

1. Buenos Aires to La Paz, with or without stops at intermediate points in Argentine territory, in both directions, with the option of extending services and picking up traffic at La Paz destined for points beyond Bolivia.
2. Salta to La Paz, in both directions.
3. Salta to Santa Cruz or Yacuiba, in both directions.
4. Salta to Tarija, in both directions.