No. 13677

SPAIN
and
CZECHOSLOVAKIA

Air Transport Agreement (with annex). Signed at Prague on 4 September 1973

Authentic texts: Spanish and Czech.

Registered by Spain on 27 November 1974.

ESPAGNE
et
TCHÉCOSLOVAQUIE

Accord relatif aux transports aériens (avec annexe). Signé à Prague le 4 septembre 1973

Textes authentiques : espagnol et tchèque.

Enregistré par l'Espagne le 27 novembre 1974.

[TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT[1] BETWEEN THE GOVERNMENT OF SPAIN AND THE GOVERNMENT OF THE CZECHOSLOVAK SOCIALIST REPUBLIC

The Government of Spain and the Government of the Czechoslovak Socialist Republic, desiring to conclude an agreement for the purpose of promoting relations in the field of air transport between the two countries,

Have agreed as follows:

Article I. For the purposes of the application of this Agreement and its annex:

(*a*) "Aeronautical authority" means, in the case of the Czechoslovak Socialist Republic, the Federal Ministry of Transport and, in the case of Spain, the Air Ministry (Sub-Secretariat of Civil Aviation) or, in both cases, any institution or person authorized to exercise the functions at present performed by those authorities.

(*b*) "Agreed services" and "specified routes" mean the international air services and specified routes referred to in the annex to this Agreement.

(*c*) "Designated airline" means the airline which one Contracting Party has designated by written notification to the other Contracting Party to operate the agreed services.

Article II. Each Contracting Party shall grant to the other Contracting Party the rights specified in this Agreement and its annex for the purpose of establishing and operating regular commercial air services on the routes specified in the annex; these services and routes shall hereinafter be called "agreed services" and "specified routes". The designated airline of each Contracting Party shall, while operating an agreed service on a specified route, enjoy the following rights:

(*a*) to fly without landing across the territory of the other Contracting Party;

(*b*) to make stops in the said territory for non-traffic purposes;

(*c*) to take on and discharge, at the points designated in the specified routes, international traffic in passengers, cargo and mail in accordance with the provisions of this Agreement and its annex.

Article III. 1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party the airline that is to operate the agreed services on the specified routes.

2. On receiving such designation, the other Contracting Party shall without delay, subject to the provisions of article IV of this Agreement, grant the necessary operating authorizations to the designated airline.

3. The Aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to show proof that it is able to fulfil the conditions prescribed by the laws and regulations normally and reasonably applied by

[1] Applied provisionally from 4 September 1973, the date of signature, and came into force on 7 May 1974, the date of the last of the notifications by which the Contracting Parties notified each other of its approval under their respective national legislations, in accordance with article XVIII.

the said authorities to the operation of international air services, in accordance with the provisions of the Convention on International Civil Aviation (Chicago, 1944).[1]

4. Each Contracting Party shall have the right to withhold the operating authorization referred to in paragraph 2 of this article or to impose the conditions it considers necessary for the exercise by the designated airline of the rights specified in article II if it is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or its nationals.

5. When the airline has been thus designated and authorized, it may commence operation of the agreed services at any time, provided that a tariff established in accordance with the provisions of article XI of this Agreement is applied to such services.

Article IV. 1. Each Contracting Party reserves the right to revoke an operating authorization granted to an airline designated by the other Contracting Party, or to suspend the exercise by that airline of the rights specified in article II of this Agreement, or to impose the conditions it considers necessary for the exercise of such rights:

(*a*) When the airline has not complied with the laws or regulations of the Contracting Party granting those privileges.

(*b*) When it is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or its nationals.

(*c*) When the designated airline fails to operate the agreed services in accordance with the conditions prescribed in this Agreement.

2. Unless revocation, suspension or the immediate imposition of the conditions provided for in paragraph 1 of this article are necessary to prevent further infringements of the laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

Article V. 1. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied also to the aircraft of the airline designated by the other Contracting Party and shall be complied with by such aircraft upon entering or departing from, and while within, the territory of the first Contracting Party.

2. The laws and regulations of one Contracting Party relating to the admission to, stay in and departure from its territory of passengers, crew and cargo, the formalities relating to entry, departure, emigration and immigration and those relating to customs and sanitary measures shall apply to passengers, crew and cargo carried by aircraft of the airline designated by the other Contracting Party while they are within its territory.

Article VI. 1. Aircraft employed in international traffic by the designated airline 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:

[1] 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; vol. 514, p. 209; vol. 740, p. 21, and vol. 893, p. 117.

(*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 international air services 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 air services 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 subparagraphs (*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 a duly authorized manner.

4. Each Contracting Party shall exempt the designated airline of the other Contracting Party from all customs duties, inspection fees and other duties with respect to commercial advertising materials to be used solely in connexion with the operation of the agreed services of the designated airline of the other Contracting Party.

Article VII. The charges imposed by each Contracting Party for the use of airports and other facilities in their respective territories shall be applied in accordance with the prices established by their respective authorities.

Article VIII. Passengers in direct transit across the territory of either Contracting Party who do not leave the area of the airport reserved for that purpose shall be subject to no more than a simple control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar charges.

Article IX. 1. Each Contracting Party shall accord the designated airline of the other Contracting Party exemption from all taxes on profits or receipts accruing from the operation of the agreed services.

2. Excess receipts accruing to the designated airline of either Contracting Party in the territory of the other shall be transferred in accordance with the foreign exchange regulations in force in the territory of the latter Contracting Party in convertible currency.

3. Each Contracting Party shall facilitate transfers of such funds to the other country; the said transfers shall be effected without delay.

Article X. 1. The capacity offered by the designated airlines of the two Contracting Parties for the operation of the agreed services shall be closely related primarily to the estimated requirements of traffic between the territories of the two Contracting Parties.

2. 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 reasonably be considered necessary for the purpose of reviewing the capacity required on the agreed services.

Article XI. 1. In the following paragraphs, the term "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under

which such prices apply, including commissions and conditions for agency and other auxilliary services, but excluding remuneration or conditions for the carriage of mail.

2. The tariffs to be charged by the airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit, and the tariffs of other airlines.

3. The tariffs referred to in paragraph 2 of this article shall, if possible, be agreed by the designated airlines of both Contracting Parties, after consultation with the other airlines operating over the whole or part of the route and such agreement shall, wherever possible, be reached by the use of the procedures of the International Air Transport Association for the working out of tariffs.

4. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of both Contracting Parties at least ninety (90) days before the proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the said authorities.

5. This approval may be given expressly. If neither of the aeronautical authorities has expressed disapproval within forty (40) days from the date of submission, in accordance with the provisions of paragraph 4 of this article, these tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided for in paragraph 4, the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than forty (40) days.

6. If a tariff cannot be agreed in accordance with paragraph 3 of this article, or if, during the period applicable in accordance with paragraph 5 of this article, the aeronautical authority of one Contracting Party gives the aeronautical authority of the other Contracting Party notice of its disapproval of any tariff agreed in accordance with the provisions of paragraph 3, the aeronautical authorities of the two Contracting Parties shall endeavour to determine the tariff by mutual agreement.

7. If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph 4 of this article, or on the determination of any tariff by mutual agreement under paragraph 6, the dispute shall be settled in accordance with the provisions of article XVI of this Agreement.

8. A tariff established in accordance with the provisions of this article shall remain in force until a new tariff has been established. Nevertheless, a tariff shall not be prolonged by virtue of this paragraph for more than twelve (12) months after the date on which it otherwise would have expired.

Article XII. The designated airline of each Contracting Party shall be entitled to have in the territory of the other Contracting Party an adequate number of technical and commercial staff for the services offered.

Article XIII. This Agreement and any modification thereof in accordance with the provisions of article XV shall be registered with the International Civil Aviation Organization.

Article XIV. The aeronautical authorities of the Contracting Parties shall consult together from time to time in a spirit of close co-operation, with a view to ensuring the satisfactory interpretation and application of the provisions of this Agreement and its annex.

Article XV. 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 either be conducted orally or by correspondence between the aeronautical authorities, shall begin within a period of sixty (60) days from the date of the request. Any modifications so agreed shall enter into force after they have been confirmed by an exchange of diplomatic notes.

2. Modifications of the annex to this Agreement may be applied provisionally from the date agreed by the aeronautical authorities and shall enter into force after they have been confirmed by an exchange of diplomatic notes.

3. If a general multilateral convention on air transport enters into force for both Parties, this Agreement shall be amended so as to adapt it to the provisions of that convention.

Article XVI. Any dispute relating to the interpretation or application of this Agreement or its annex shall be settled by direct negotiations between the aeronautical authorities of the Contracting Parties. If the said aeronautical authorities fail to reach a solution, the dispute shall be settled through the diplomatic channel.

Article XVII. Either Contracting Party may at any time notify the other Contracting Party of its decision to denounce this Agreement. Such notification shall be simultaneously communicated to the International Civil Aviation Organization. If such notification is given, the Agreement shall terminate (12) months after the date of receipt of the notification by the other Contracting Party, unless the notification is withdrawn by mutual agreement before the expiry of that period. In the absence of acknowledgement of receipt by the other Contracting Party, the notification shall be deemed to have been received fourteen (14) days after the date of its receipt by the International Civil Aviation Organization.

Article XVIII. The Contracting Parties shall notify each other in writing of the approval of this Agreement in accordance with their respective national legislations. This Agreement shall enter into force on the date of the second such written notification.

This Agreement shall be applied provisionally from the date of its signature.

DONE in duplicate in the Spanish and Czech languages, both texts being equally authentic, in Prague on 4 September 1973.

IN WITNESS WHEREOF the plenipotentiaries of the two Contracting Parties have signed this Agreement and have thereto affixed their seals.

For the Government of Spain:

[JOSÉ MARÍA TRÍAS DE BES Y BORRÁS]

For the Government of the Czechoslovak Socialist Republic:

[STANISLAVA KREBSE]

ANNEX

1. The agreed services and specified routes referred to in article II of this Agreement are the following:

A. *Spanish routes* (in both directions)

From points in Spain via Munich and/or Vienna and/or other intermediate points to be determined to Prague and/or Bratislava and beyond to points to be determined in Europe and/or the Near and Middle East.

B. *Czechoslovak routes* (in both directions)

From points in Czechoslovakia via Geneva and/or Marseilles and/or other intermediate points to be determined to Barcelona and/or Madrid and beyond to Dakar and/or Freetown and/or other points to be determined in West Africa north of the equator excluding Nigeria, Cameroon and Gabon.

2. The new intermediate points and points beyond shall be determined subsequently by agreement between the aeronautical authorities of the two Contracting Parties, which shall previously recommend to their respective designated airlines that they should consider together the selection of the said new points and should also examine possibilities for co-operation for their mutual benefit.

3. If in future the designated airline of Spain initiates services to points in Africa already served by the designated airline of the Czechoslovak Socialist Republic according to the route mentioned in paragraph 1.B. of this annex, and if at that time the designated airline of Spain is not operating any service beyond the Czechoslovak Socialist Republic within the route schedule mentioned in paragraph 1.A. of this annex, the situation shall be examined by means of consultations between the respective aeronautical authorities.

4. The designated airline may omit one or more points on the routes indicated in paragraph 1 of this annex in all or some of its services, provided that the starting point of the route is situated in the territory of the Contracting Party which designated the said airline.

5. The designated airline of one Contracting Party may not in the same service land at more than one of the points situated in the territory of the other Contracting Party.

6. The frequency and time-tables of the services operated by each designated airline shall be agreed between those airlines, shall conform to the principle of equitable equality of opportunity, and shall be approved by the aeronautical authorities of the two Contracting Parties.