

No. 13933

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**FEDERAL REPUBLIC OF GERMANY  
and  
GUATEMALA**

**Agreement concerning scheduled international air service.  
Signed at Guatemala on 24 July 1968**

**Exchange of notes constituting an arrangement relating to  
air routes. Guatemala, 24 July 1968**

*Authentic texts: German and Spanish.*

*Registered by the Federal Republic of Germany on 5 May 1975.*

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**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE  
et  
GUATEMALA**

**Accord relatif aux services aériens réguliers internationaux.  
Signé à Guatemala le 24 juillet 1968**

**Échange de notes constituant un arrangement relatif aux  
routes aériennes. Guatemala, 24 juillet 1968**

*Textes authentiques : allemand et espagnol.*

*Enregistrés par la République fédérale d'Allemagne le 5 mai 1975.*

[TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> CONCERNING SCHEDULED INTERNATIONAL AIR SERVICE BETWEEN THE FEDERAL REPUBLIC OF GERMANY AND THE REPUBLIC OF GUATEMALA

The Federal Republic of Germany and the Republic of Guatemala, hereafter referred to as “the Contracting Parties”, inspired by a common desire to strengthen the cultural and economic bonds that have united their peoples and desiring to organize, increase and develop scheduled air services between the two countries in order to achieve greater co-operation in the field of international air transport, have resolved to conclude, in the broadest spirit of co-operation and reciprocity, an agreement to facilitate the attainment of the above-mentioned objectives and, to that end, have appointed duly authorized plenipotentiaries who have agreed as follows:

*Article I.* For the purposes of the present Agreement, the words and terms defined in this article shall have the meaning assigned to them therein, except where the text of the Agreement itself provides otherwise.

A. The word “Agreement” means the Agreement on scheduled international air service between the Federal Republic of Germany and the Republic of Guatemala.

B. The term “aeronautical authorities” means, in the case of the Federal Republic of Germany, the Federal Minister of Transport; and, in the case of the Republic of Guatemala, the Ministry of Communications and Public Works or such person or body as may be authorized to perform the functions currently exercised by the Ministry of Communications and Public Works.

C. The term “designated airline” means an airline that one of the Contracting Parties has notified the other Contracting Party, in writing through diplomatic channels in accordance with article III of the Agreement, to be the airline which will operate a route or routes specified in the route schedule, pursuant to article II, paragraph 1, of the present Agreement.

D. The word “territory” in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection, jurisdiction or trusteeship of that State.

E. The term “air service” means any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo.

F. The term “international air service” means an air service which passes through the airspace over the territory of more than one State.

G. The term “stop for non-traffic purposes” (technical stop) means landing for purposes other than taking on or putting down passengers, cargo or mail.

H. The term “capacity of an aircraft” means the payload of an aircraft expressed in relation to the number of passenger seats and the weight for cargo and mail.

<sup>1</sup> Came into force on 20 July 1974, i.e., 30 days after the exchange of the instruments of ratification, which took place at Bonn on 20 June 1974, in accordance with article XX.

I. The term “capacity offered” means the total capacities of the aircraft utilized for the operation of each of the agreed air services multiplied by the frequency with which these aircraft operate over a given period.

J. The term “air route” means the scheduled route followed by an aircraft that is in regular service.

K. The term “specified route” means the route described in the route schedule referred to in article II, paragraph 6), of this Agreement.

L. The term “frequency” means the number of round trips over a given period that an airline operates on a specified route.

M. The term “change of gauge” means the change of one aircraft for another with different capacity on a specified route.

N. The term “scheduled flights” means the flights made by the designated airlines on specified routes that are subject to authorized time-tables.

O. The term “five freedoms of the air” means that each Contracting Party grants the other:

- First freedom: the privilege to fly across its territory without landing;
- Second freedom: the privilege to land for non-traffic purposes (technical landing);
- Third freedom: the privilege to put down passengers, mail and cargo taken on in the territory of the Contracting Party whose nationality the aircraft possesses;
- Fourth freedom: the privilege to take on passengers, mail and cargo destined for the territory of the Contracting Party whose nationality the aircraft possesses; and
- Fifth freedom: the privilege to take on or put down passengers, mail and cargo destined for or coming from States other than that whose nationality the aircraft possesses.

*Article II.* 1. Each Contracting Party shall grant the other Contracting Party, for the purpose of establishing scheduled international air services on the routes specified in the route schedule referred to in paragraph 6 of this article, the following rights:

- A. To fly across the territory of the other Contracting Party without landing;
- B. To land in that territory for non-traffic purposes (technical stops);
- C. To put down passengers, mail and cargo taken on in the territory of the State whose nationality the aircraft possesses; and
- D. To take on passengers, mail and cargo destined for the territory of the State whose nationality the aircraft possesses.

2. The fact that the rights granted in paragraph 1 of this article may not be exercised immediately shall not preclude the subsequent inauguration of the respective air services by the airlines of the Contracting Party to whom such rights have been granted, on the routes specified in accordance with paragraph 6 of this article.

3. The rights granted in paragraph 1 of this article shall not be interpreted as conferring on an airline of one of the Contracting Parties the privilege of taking on, in the territory of the other Contracting Party, passengers, cargo or mail destined for another point in the territory of that other Contracting Party.

4. The rights specified in paragraph 1 of this article shall in no case imply permission to combined specified routes.

5. The rights granted in the present Agreement shall not include the Fifth Freedom of the Air. Nevertheless, that freedom may be negotiated subsequently in whole or in part, in which case an additional protocol to this Agreement shall be signed, to be concluded by means of an exchange of diplomatic notes stating the terms on which that freedom is granted.

6. The routes on which the designated airlines of the Contracting Parties may operate international air services shall be specified in a route schedule which shall be agreed on through an exchange of notes between the Governments of the Contracting Parties.

*Article III.* 1. The Contracting Parties shall notify each other as soon as possible, of the airline or airlines designated to operate the routes mentioned in the route schedule.

2. Each Contracting Party shall have the right to withdraw, by written notification to the other Contracting Party, the designation of an airline and to designate another airline in its place.

3. Air service on a specified route may be inaugurated by the designated airline immediately or at a later date at the option of the Party to which the rights are granted after the other Party has given the appropriate permission. Such other Party shall be bound to give this permission so long as the designated airline satisfies the requirements set by the competent authorities under the laws and regulations normally applied by those authorities.

*Article IV.* Each Contracting Party reserves the right to withhold, revoke or suspend the operating permission granted to the airline designated by the other Party, in the event that it is not satisfied that majority ownership and effective control of that airline are vested in nationals of the other Party, or in case of failure by the airline to comply with the laws and regulations of the Contracting Party that granted the rights, or in case of failure of the airline or the Government designating it to abide by the arrangements specified in this Agreement or failure to fulfil the conditions under which the rights are granted or the conditions contained in the permission.

Each Contracting Party shall exercise that right only after consultation in accordance with the provisions of article XIV of this Agreement, unless an immediate suspension of service or setting of conditions is necessary in order to prevent subsequent infringements of the laws or regulations.

*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 to the aircraft of the airline or airlines designated by the other Party and shall be fulfilled by such aircraft upon entering or departing from, and while within the territory of the first Party.

2. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crew, mail, and cargo, such as regulations relating to entry, clearance, immigration, passports, customs and quarantine, shall be complied with by the said passengers, crew, mail and cargo of the other Party or on their behalf by their agents upon entrance into or departure from, and while within the territory of the first Party.

*Article VI.* Certificates of airworthiness, certificates of fitness or 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 this Agreement, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or higher than the minimum standards established pursuant to the Convention on International Civil Aviation.<sup>1</sup> Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight over its own territory, certificates of competency or of fitness and licences granted to its own nationals by another State.

*Article VII.* 1. Each of the Contracting Parties shall impose or permit to be imposed on the aircraft of the other Contracting Party, just and reasonable charges or taxes for the use of airports, services and installations. The Contracting Parties agree, however, that these charges or taxes shall not be higher than those that would be paid for the use of the said airports, services and installations by other aircraft engaged in similar international services.

2. Aircraft operated by a designated airline or one Contracting Party entering, departing from or flying over the territory of the other Contracting Party as well as fuel, lubricants, spare parts, regular equipment and aircraft stores, shall be exempt from customs duties and other charges levied on the occasion of importation, exportation or transit of goods. This shall also apply when the goods on board the said aircraft are consumed in flight over the territory of the latter Contracting Party.

3. Fuel, lubricants, aircraft stores, spare parts and regular equipment introduced temporarily into the territory of one Contracting Party for installation, immediately or after storage, in the aircraft of an airline designated by the other Contracting Party or otherwise carried on board or re-exported in some other manner from the territory of the former Contracting Party shall be exempt from the duties and other charges mentioned in paragraph 2 of the article.

4. Fuel and lubricants taken on board the aircraft of a designated airline of one Contracting Party in the territory of the other Contracting Party and used in international air service, shall be exempt from the duties and other charges specified in paragraph 2 of this article and from any special taxes on consumption.

5. Each of the Contracting Parties may place the goods referred to in paragraphs 2 to 4 of this article under customs supervision.

*Article VIII.* There shall be fair and equal opportunity for the designated airlines of each Contracting Party to provide service on any route specified in accordance with article II, paragraph 6), of this Agreement.

Similarly, each designated airline shall take account of the interests of the airline designated by the other Contracting Party so as not to affect unduly the services which that airline operates over the same routes or parts thereof.

In this connexion, they recognize that development of air services in the territory and region of the other Contracting Party is a legitimate right of that Contracting Party.

Accordingly, the operation of the agreed services on the specified routes by the airline designated by either Contracting Party shall respect the interests of the airline designated by the other, so as not to affect in any way the service which the latter airline may maintain or agree to on its local or regional routes or parts thereof.

<sup>1</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 IX.* For the purposes of the preceding article, the Contracting Parties pledge that the airlines designated by them shall not land in territories the servicing of which is excluded in the route schedule when performing the air services specified in article II, paragraph 6.

*Article X.* It is agreed that the services provided by an airline designated under the present Agreement shall have as principal objective the provision of air transport with capacity adequate to meet the traffic demands between the two countries.

The services made available by the airlines operating under this Agreement shall bear a close relationship to the public demand for such services.

*Article XI.* 1. The type and capacity of aircraft and the frequency of flights shall be determined by common accord by the aeronautical authorities of the two countries.

2. Before effecting an increase in the capacity offered on a stipulated route, the aeronautical authorities of the Contracting Party concerned shall submit a request to that effect to the aeronautical authorities of the other Contracting Party and if the request is not answered within fifteen (15) days of its receipt, the increase requested shall be assumed to have been accepted. If the latter Contracting Party considers that the increase requested is not justified in the light of the traffic volume on the route or that it is harmful to the interests of its designated airline, it may request a consultation with the other Contracting Party within the aforementioned period of fifteen (15) days. Such consultation shall be initiated within the next thirty (30) days after the date on which it is requested and the designated airlines shall supply all necessary information required to determine the necessity of or justification for the proposed increase. In the event that no agreement between the Contracting Parties is reached within ninety (90) days following the date of the request for consultation, the issue shall be submitted to arbitration in accordance with article XV. Meanwhile, the proposed increase shall not take effect.

3. The aeronautical authorities of either Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party at its request such periodic or other statistical data as may be reasonably requested for the purpose of reviewing the capacity provided in the agreed services by the respective designated airlines. Such data shall include all information required to determine the amount, origins and destinations of the traffic.

*Article XII.* Every change of gauge justifiable for reasons of economy of operation, shall be permitted in any stop on the designated routes. Nevertheless, no change of gauge may be made in the territory of either Contracting Party 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.

*Article XIII.* 1. In establishing rates to be charged for passengers and cargo on the routes specified in accordance with article II, paragraph 6 of this Agreement, account shall be taken of all relevant factors, such as flight equipment, cost of operation, reasonable profit, the characteristics of the various routes and the rates charged by any other airlines which operate over the same routes or parts thereof.

2. The rates shall, if possible, be established for each route by agreement between the designated airlines concerned. For this purpose the designated airlines shall be guided by such decisions as are applicable under the rate-setting procedures of an international air transport association recognized by both Contracting Parties,

or shall, if possible, agree on such rates directly between themselves after consulting with airlines of third countries which operate over the same routes or parts thereof.

3. Any rates so agreed shall be submitted for approval to the competent authorities of both Contracting Parties at least forty-five (45) days prior to the proposed date of their introduction. This period may be reduced in special cases if the competent authorities so agree.

4. If no agreement has been reached between the designated airlines in accordance with paragraph 2 of this article, or if one of the Contracting Parties does not consent to the rates submitted for its approval in accordance with paragraph 3, the competent authorities of the two Contracting Parties shall by common accord establish the rates for those routes or parts thereof on which there is disagreement.

5. If no accord as envisaged in paragraph 4 of this article is reached between the competent authorities of the two Contracting Parties, the provisions of article XV of this Agreement shall apply. Until such time as an arbitral award is rendered, the Contracting Party which has withheld its consent to given rates, shall be entitled to require the other Contracting Party to maintain the rates previously in effect.

*Article XIV.* Whenever necessary, the aeronautical authorities of the Contracting Parties shall exchange views in order to achieve close co-operation and awareness of all matters relating to the application of this Agreement. Either Contracting Party may at any time request that consultations be held between the competent authorities of the two Contracting Parties for the purpose of discussing the interpretation or amendment of this Agreement. The same shall apply with regard to consideration of the application of the Agreement if, in view of one of the Contracting Parties, the exchange of views provided for in the first sentence of this article does not produce results. These consultations shall begin within a period of sixty (60) days starting from the date on which the other Contracting Party receives the request in question. If agreement is reached on amending the Agreement, amendments thus approved shall come into force on the day that each Contracting Party receives written notification from the other stating that all the necessary legal formalities have been completed.

*Article XV.* 1. Except as otherwise provided in this Agreement, any dispute between the Contracting Parties relative to its interpretation or application which cannot be settled through consultations upon the request of either Contracting Party shall be submitted to an arbitral tribunal of three members; each Contracting Party shall appoint one member and the third shall be appointed by mutual agreement by the first two members of the tribunal, subject to the condition that the third member cannot be a national of either Contracting Party.

2. Each of the Contracting Parties shall designate an arbitrator within a period of sixty (60) days from the date of delivery by either Contracting Party to the other of a diplomatic note requesting the settlement of a dispute by arbitration; the third arbitrator shall be appointed within a period of thirty (30) days from the date of expiration of the sixty (60) days referred to above.

3. If either Contracting Party fails to appoint its own arbitrator within the aforesaid sixty (60) days or if the third arbitrator is not designated within the period referred to in the preceding paragraph, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointment or appointments and to select the arbitrator or arbitrators, as appropriate. If the President is a national of either Contracting Party or is unable to perform this function for any reason, the Vice-President acting in his stead shall make the appointments.

4. Each Contracting Party shall bear the expenses of one arbitrator and those of its representation in the proceedings before the arbitral tribunal; the expenses of the third arbitrator and the other expenses shall be borne in equal parts by the two Contracting Parties. In all other respects, the tribunal shall adopt its own rules of procedure.

5. The Contracting Parties undertake to comply with any decision given in conformity with this article. If either Contracting Party fails to carry out the decision rendered by the arbitral tribunal referred to in this article, the other Contracting Party may limit, withhold or revoke any of the rights or privileges it has granted to the other Contracting Party under this Agreement.

*Article XVI.* As of the date of entry into force of the present Agreement, the aeronautical authorities of both Contracting Parties shall provide one another, as soon as possible, with information relating to the authorizations they have given to the designated airline or airlines to operate the specified routes in accordance with article II, paragraph 6.

*Article XVII.* If a general multilateral air transport agreement accepted by both Contracting Parties enters into force, this Agreement shall be amended so as to conform with the provisions of that general agreement.

*Article XVIII.* Each Contracting Party may, at any time, notify the other Contracting Party of its decision to denounce the present Agreement and undertakes to inform the International Civil Aviation Organization simultaneously. The Agreement shall terminate 12 months following the date of receipt of the notification of denunciation, unless the notification is withdrawn by mutual agreement before the end of that period. If the other Contracting Party fails to acknowledge receipt of the notification, the notification shall be deemed to have been received by it fourteen (14) days after the date of the receipt of the notification by the International Civil Aviation Organization

*Article XIX.* This Agreement and all amendments thereto, together with any exchange of notes carried out pursuant to article II, paragraph 6, shall be registered with the International Civil Aviation Organization.

*Article XX.* The present Agreement shall be ratified in accordance with the legislation of the Contracting Parties. It shall enter into force thirty (30) days after the exchange of the instruments of ratification, which shall take place in Bonn as soon as possible.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

DONE in Guatemala City on 24 July 1968, in four copies, two in German and two in Spanish, both texts being equally authentic.

For the Federal Republic of Germany:  
Dr. W. H. VAN ALMSICK

For the Republic of Guatemala:  
E. A. CATALÁN



EXCHANGE OF NOTES CONSTITUTING AN ARRANGEMENT<sup>1</sup> BETWEEN THE FEDERAL REPUBLIC OF GERMANY AND THE REPUBLIC OF GUATEMALA RELATING TO AIR ROUTES

ÉCHANGE DE NOTES CONSTITUANT UN ARRANGEMENT<sup>1</sup> ENTRE LA RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE ET LA RÉPUBLIQUE DU GUATEMALA RELATIF AUX ROUTES AÉRIENNES

I

[GERMAN TEXT — TEXTE ALLEMAND]

DER BOTSCHAFTER  
DER BUNDESREPUBLIK DEUTSCHLAND

Guatemala, den 24. Juli 1968

III A 4-83  
VN 42

Herr Minister!

Ich beehre mich, Ihnen in Ausführung des Artikels II Absatz 6 des am heutigen Tage unterzeichneten Abkommens zwischen der Bundesrepublik Deutschland und der Republik Guatemala über den internationalen Fluglinienverkehr namens der Regierung der Bundesrepublik Deutschland folgende Vereinbarung vorzuschlagen:

Der Fluglinienverkehr zwischen unseren Hoheitsgebieten kann auf den in nachstehendem Fluglinienplan festgelegten Linien durchgeführt werden:

FLUGLINIENPLAN

I. Fluglinien, die von den seitens der Bundesrepublik Deutschland bezeichneten Unternehmen betrieben werden:

Von Punkten in der Bundesrepublik Deutschland über Zwischenlandepunkte nach einem Punkt in Guatemala und darüber hinaus mit Ausnahme der Staaten des zentralamerikanischen Isthmus.

<sup>1</sup> Came into force on 20 July 1974, the date of entry into force of the Agreement of 24 July 1968 (See p. 134 of this volume), in accordance with the provisions of the said notes.

[SPANISH TEXT — TEXTE ESPAGNOL]

EMBAJADA DE LA REPÚBLICA FEDERAL  
DE ALEMANIA  
GUATEMALA

Guatemala, 24 de julio de 1968

III A 4-83  
VN 42

Excelencia:

Tengo el honor de referirme al párrafo 6 del Artículo II del Convenio sobre Servicios Internacionales Regulares de Transporte Aéreo entre la República de Guatemala y la República Federal de Alemania, firmado en esta misma fecha, y de proponerle en nombre del Gobierno de la República Federal de Alemania el siguiente Acuerdo:

El servicio aéreo entre nuestros territorios podrá realizarse en las rutas especificadas en el siguiente

CUADRO DE RUTAS

I. Rutas que seguirán las líneas aéreas designadas por la República Federal de Alemania:

de puntos en la República Federal de Alemania por puntos intermedios, a un punto en Guatemala y más allá, excluyendo los estados del istmo centroamericano.

<sup>1</sup> Entré en vigueur le 20 juillet 1974, date de l'entrée en vigueur de l'Accord du 24 juillet 1968 (Voir p. 141 du présent volume), conformément aux dispositions desdites notes.

## [TRANSLATION]

THE AMBASSADOR OF THE  
FEDERAL REPUBLIC OF GERMANY

Guatemala, 24 July 1968

III A 4-83  
VN 42

Sir,

I have the honour to refer to paragraph 6 of article II of the Agreement concerning scheduled international air service between the Federal Republic of Germany and the Republic of Guatemala<sup>1</sup> and to propose to you on behalf of the Federal Republic of Germany the following Agreement:

Scheduled air service between our territories may be conducted on the routes specified in the following route schedule:

## ROUTE SCHEDULE

I. Flight routes which the airlines designated by the Federal Republic of Germany shall follow:

From points in the Federal Republic of Germany via intermediate points to a point in Guatemala and beyond except for the States of the isthmus of Central America.

II. Flight routes which the airlines designated by the Republic of Guatemala shall follow:

From points in the Republic of Guatemala via intermediate points to a point in the Federal Republic of Germany and beyond except for points in European States which are not intermediate points.

III. A designated airline may voluntarily omit one or more points on a specified route if the point of origin of this route is situated in the territory of the Contracting Party which has designated the airline.

## [TRADUCTION]

L'AMBASSADEUR DE LA RÉPUBLIQUE  
FÉDÉRALE D'ALLEMAGNE

Guatemala, le 24 juillet 1968

III A 4-83  
VN 42

Monsieur le Ministre,

J'ai l'honneur de vous proposer, au nom du Gouvernement de la République fédérale d'Allemagne, en application du paragraphe 6 de l'article II de l'Accord relatif aux services aériens réguliers internationaux entre la République fédérale d'Allemagne et la République du Guatemala<sup>1</sup> signé ce jour, l'Arrangement ci-après :

Les services aériens entre les territoires des Parties contractantes pourront s'établir sur les itinéraires spécifiés dans le tableau ci-après :

## TABLEAU DES ITINÉRAIRES AÉRIENS

I. Les itinéraires aériens que pourront exploiter les entreprises désignées par la République fédérale d'Allemagne :

De lieux situés dans la République fédérale d'Allemagne en passant par des lieux d'escale, à un lieu situé au Guatemala et au-delà, à l'exception d'un lieu situé dans l'un des États dans l'isthme de l'Amérique centrale.

II. Les itinéraires aériens que pourront exploiter les entreprises désignées par la République du Guatemala :

De lieux situés dans la République du Guatemala en passant par des lieux d'escale, à un lieu situé dans la République fédérale d'Allemagne et au-delà, à l'exception de lieux situés dans des États européens, dans la mesure où ces lieux ne sont pas des escales.

III. Une entreprise désignée peut choisir de ne pas desservir un ou plusieurs lieux situés sur un itinéraire spécifié pour autant que le point de départ de cet itinéraire soit situé sur le territoire de la Partie contractante qui a désigné l'entreprise en question.

<sup>1</sup> See p. 134 of this volume.

<sup>1</sup> Voir p. 141 du présent volume.

If the Government of the Republic of Guatemala declares that the aforesaid route schedule is acceptable to it, I have the honour to propose to you that this note and your note of reply thereto expressing your Government's acceptance should constitute an agreement between our Governments, which shall enter into force on the same date as the above-mentioned Agreement.

Accept, Sir, etc.

[*Signé*]

Dr. W. H. VAN ALMSICK  
Ambassador

Si le tableau des itinéraires aériens ci-dessus rencontre l'agrément du Gouvernement de la République du Guatemala, j'ai l'honneur de vous proposer que la présente note et votre réponse constituent entre nos deux Gouvernements un arrangement qui entrera en vigueur le même jour que l'Accord précité.

Veillez agréer, etc.

[*Signé*]

W. H. VAN ALMSICK  
Ambassadeur

His Excellency  
Mr. Emilio Arenales Catalán  
Minister for Foreign Affairs  
of the Republic of Guatemala  
National Palace

Son Excellence  
Monsieur Emilio Arenales Catalán  
Ministre des relations extérieures  
de la République du Guatemala  
Palais national

## II

[SPANISH TEXT — TEXTE ESPAGNOL]

MINISTERIO DE RELACIONES EXTERIORES  
REPÚBLICA DE GUATEMALA, C.A.

Guatemala, 24 de julio de 1968

II-5EU.2

Excelencia:

Tengo el honor de acusar recibo de la atenta nota de Vuestra Excelencia, número 42, del 24 de julio en curso, cuyo texto es el siguiente:

[*See note I — Voir note I*]

Tengo el honor de comunicarle que el Gobierno de la República de Guatemala está conforme con el Cuadro de Rutas contenido en su nota y con que la citada nota y esta nota de respuesta sean constitutivas de un Acuerdo entre nuestros dos Gobiernos que entrará en vigor el mismo día que el Convenio entre la República de Guatemala y la República Federal de Alemania sobre Servicios Internacionales Regulares de Transporte Aéreo, firmado el 24 de julio en curso.

Sírvase aceptar, Excelencia, el testimonio de mi más distinguida consideración.

[*Illegible — Illisible*]

Excelentísimo señor Doctor Helmut van Almsick  
Embajador Extraordinario y Plenipotenciario  
de la República Federal de Alemania

## [TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF GUATEMALA

Guatemala, 24 July 1968

II-5 EU.2

Sir,

I have the honour to acknowledge receipt of your note No. 42 of 24 July 1968, the text of which is as follows:

[See note I]

I have the honour to inform you that the Government of the Republic of Guatemala accepts the route schedule set forth in your note and that the said note and this note of reply thereto constitute an agreement between our two Governments which shall enter into force on the same date as the Agreement concerning scheduled international air service between the Federal Republic of Germany and the Republic of Guatemala, signed on 24 July 1968.

Accept, Sir, etc.

[Illegible]

His Excellency

Dr. Helmut van Almsick  
Ambassador Extraordinary and  
Plenipotentiary of the  
Federal Republic of Germany

## [TRADUCTION]

MINISTÈRE DES AFFAIRES  
ÉTRANGÈRES  
RÉPUBLIQUE DU GUATEMALA

Guatemala, le 24 juillet 1968

II-5 EU.2

Monsieur l'Ambassadeur,

J'ai l'honneur d'accuser réception de votre note n° 42 datée du 24 juillet dont le texte est le suivant :

[Voir note I]

J'ai l'honneur de vous informer que le tableau des itinéraires aériens figurant dans votre note rencontre l'agrément du Gouvernement de la République du Guatemala et que ladite note et la présente réponse seront considérées comme constituant entre nos deux Gouvernements un arrangement qui entrera en vigueur le même jour que l'Accord relatif aux services aériens réguliers internationaux entre la République du Guatemala et la République fédérale d'Allemagne, signé le 24 juillet 1968.

Veillez agréer, etc.

[Illisible]

Son Excellence

Monsieur Helmut van Almsick  
Ambassadeur extraordinaire  
et plénipotentiaire  
République fédérale d'Allemagne