No. 14108

# FRANCE and COLOMBIA

Air Transport Agreement (with annexes). Signed at Bogotá on 28 April 1953

Exchange of notes constituting an agreement amending the above-mentioned Agreement. Bogotá, 30 March 1962

Exchange of notes constituting an agreement amending the above-mentioned Agreement of 28 April 1953, as amended. Bogotá, 8 March 1973

Authentic texts: French and Spanish. Registered by France on 16 July 1975.

## [TRANSLATION --- TRADUCTION]

# AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE FRENCH REPUBLIC AND THE REPUBLIC OF COLOMBIA

The President of the French Republic, on the one hand, and the Acting President of the Republic of Colombia, on the other hand,

Considering the desirability of concluding an Agreement to regulate air transport between the two countries operated or to be operated by French and Colombian airlines,

Have resolved to conclude an Agreement and, for that purpose, have appointed their respective plenipotentiaries, namely:

- The President of the French Republic, Mr. Abel Verdier, Ambassador of France to Colombia, Officer of the Legion of Honour, Croix de guerre 1939–1945 with bar, Resistance Medal with rosette;
- The Acting President of the Republic of Colombia, Dr. Juan Uribe Holguín, Minister for Foreign Affairs;

Who, having exchanged their full powers, found in good and due form, have agreed as follows:

Article I. For the purposes for this Agreement and its annexes:

(a) The term "aeronautical authorities" shall mean, in the case of France, the Secrétariat général de l'Aviation civile et commerciale and, in the case of Colombia, the Dirección del Departamento Nacional de Aeronáutica Civil, or, in both cases, any person or agency authorized to perform the functions at present exercised by the aforementioned;

(b) The term "agreed services" shall mean any scheduled air services operated on the routes specified in the schedules annexed to this Agreement;

(c) The term "designated airline" shall mean any airline which has been selected by one of the Contracting Parties to operate the agreed services and in respect of which a written communication has been transmitted to the competent aeronautical authorities of the other Contracting Party, in accordance with the provisions of article III of this Agreement.

Article II. The Contracting Parties shall grant each other the rights specified in the annexes hereto with a view of the establishment of the agreed air services.

Article III. 1. Each of the agreed services may be inaugurated immediately or at a later date, at the option of the Contracting Party to which such rights have been granted, provided that:

- (a) the Contracting Party to which the rights have been granted has designated one or more airlines to operate the specified route or routes, and
- (b) the Contracting Party granting the rights has authorized the airline or airlines concerned to inaugurate the agreed services, which it shall do without delay, subject to the provisions of paragraph 2 of this article and of article VII.

2. The designated airlines may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that they are qualified to fulfil the conditions prescribed by the laws and regulations generally applied by those authorities to the operation of commercial airlines.

<sup>&</sup>lt;sup>1</sup> Applied provisionally from 28 April 1953, the date of signature, in accordance with article XV.

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Article IV. In order to prevent any discriminatory measure and to respect the principle of equal treatment:

1. Each Contracting Party may impose or permit to be imposed on the airlines designated by the other Contracting Party just and reasonable charges or dues for the use of airports and other facilities. Such charges and dues shall not be higher than those payable for the use of such airports and facilities by its national airlines operating similar international services.

2. The aircraft of the airline designated by either Contracting Party, as well as the fuel, lubricating oils, spare parts and regular equipment on board such aircraft at the time of their arrival in the territory of the other Contracting Party and remaining on board at the time of their departure from the said territory, shall be exempt in that territory from customs duties, inspection fees or other similar national or local duties or taxes.

3. Fuel, lubricating oils, spare parts and regular equipment not included under paragraph 2 and intended for use on board the aircraft of the said airline, shall be accorded the following treatment:

- (a) in the case of fuel and lubricating oils taken on board the aircraft in that territory: duty-free export;
- (b) in the case of spare parts or regular equipment for the aircraft: duty-free import;
- (c) in the case of fuel, lubricating oils, spare parts and regular equipment for the aircraft, other than that designated in paragraphs (a) and (b): treatment as favourable as that applied to the same articles when intended for use by the aircraft of a national airline or the most favoured foreign airline operating international air services.

Article V. Certificates of airworthiness, certificates of competency and licences issued or validated by one of the Contracting Parties shall be recognized as valid by the other Contracting Party for the purposes of operating the agreed services as long as they remain in force.

Each Contracting Party reserves the right, however, to refuse to recognize as valid, for the purpose of flight over its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party or by a third State.

Article VI. 1. The laws and regulations of each Contracting Party relating to the admission to and departure from its territory of aircraft engaged in international navigation or to the operation, manoeuvring and navigation of such aircraft while within its territory, shall be applied to aircraft of the airline or airlines designated by the other Contracting Party.

2. The laws and regulations governing within the territory of each Contracting Party the admission, stay and departure of passengers, crew or cargo carried on board aircraft, such as those relating to entry, immigration, passports, clearance, customs and quarantine, shall be applicable to passengers, crew and cargo carried on board aircraft operating the agreed services.

3. Where aliens still require visas to enter the territory of either Contracting Party, the crew members named in the manifest of any aircraft operating an agreed service under this Agreement shall be exempt from passport and visa requirements, on condition that they are in possession of the identity document provided for in paragraphs 3-10 of annex 9 to the Convention on International Civil Aviation, concluded at Chicago on 7 December 1944.<sup>1</sup>

<sup>&</sup>lt;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; vol. 514, p. 209; vol. 740, p. 21, and vol. 893, p. 117.

Article VII. Each Contracting Party reserves the right to withhold or revoke operating authorization in respect of an airline designated by the other Contracting Party where it is not satisfied that the airline is at least 50 per cent owned and effectively controlled by nationals of that Contracting Party, or when the airline fails to comply with the laws and regulations referred to in article VI above or fails to fulfil its obligations under this Agreement and its annexes.

Article VIII. In a spirit of close co-operation, the aeronautical authorities of the two Contracting Parties shall consult each other periodically with a view to ensuring the implementation of, and satisfactory compliance with, the principles established in this Agreement and its annexes.

Article IX. If either of the Contracting Parties considers it desirable to amend any clause of the annexes to this Agreement, or to take advantage of the option referred to in article VII, it may request that consultations be held between the competent aeronautical authorities of the two Contracting Parties. Such consultations shall begin within a period of sixty (60) days from the date of the request. Any amendment to the annexes agreed between the said authorities shall enter into force upon confirmation by an exchange of notes through the diplomatic channel.

Article X. Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or its annexes which cannot be settled by direct consultation either between the airlines concerned, or between the aeronautical authorities, or, in the last resort between the respective Governments, shall be submitted to arbitration in accordance with the rules of international law.

The Contracting Parties undertake to comply with any provisional measures ordered in the course of the proceedings and with the arbitral award, which shall in all cases be considered final.

Article XI. When one of the Contracting Parties wishes to denounce this Agreement, it shall request consultation with the other Contracting Party. If no agreement is reached within a period of sixty days from the date of dispatch of such a request for consultations, the Contracting Party may give notice of its denunciation. Such notice shall be simultaneously communicated to ICAO.

Upon receipt of the notice of denunciation, this Agreement shall expire at the date indicated in the notice, provided, however, that ten months shall have elapsed from the date of receipt of that notice by the other Contracting Party.

If the other Contracting Party fails to acknowledge receipt of the notice, the said notice shall be deemed to have been received 14 days after its receipt by ICAO.

Article XII. Should the two Contracting Parties ratify or accede to a multilateral aviation convention, this Agreement and its annexes shall be amended to conform with the provisions of the said Convention upon its entry into force between them.

Article XIII. This Agreement replaces all privileges, concessions or authorizations previously granted in whatsoever respect by either of the Contracting Parties to airlines of the other Party.

Article XIV. This Agreement and any contracts relating thereto shall be registered with the International Civil Aviation Organization, set up under the Convention on International Civil Aviation, concluded at Chicago on 7 December 1944.

completed. IN WITNESS WHEREOF, the undersigned plenipotentiaries have affixed their signatures and seals.

DONE at Bogotá on 28 April 1953, in duplicate in the French and Spanish languages, both texts being equally authentic.

[Signed] Abel Verdier

[Signed] Juan Uribe Holguín

## ANNEXES

## ANNEX I

I

The Government of the French Republic grants to the airlines designated by the Government of Colombia the right to operate air services on the routes described in the attached schedule II, with the exception of any cabotage in French territory.

#### II

The Government of the Republic of Colombia grants to the airlines designated by the Government of the French Republic the right to operate air services on the routes described in the attached schedule I, with the exception of any cabotage in Colombian territory.

#### III

The airline or airlines designated by each Contracting Party in accordance with the provisions of the Agreement and of this annex shall have, in the territory of the other Contracting Party and on each of the itineraries described in the attached schedules, the right of non-stop transit and the right to make stops for non-traffic purposes at airports open to international traffic.

#### IV

(a) The airline or airlines designated by each Contracting Party shall also have under the conditions set forth in this section, the right to set down and take on international traffic in passengers, mail and cargo at the points mentioned in the attached schedules.

(b) The airline or airlines designated by each Contracting Party shall be assured of fair and equitable treatment so as to enjoy equal opportunities for the operation of the agreed services between their respective territories.

Should a third country impose unilateral restrictions affecting the agreed services, the Contracting Parties undertake to do everything in their power to remove those restrictions. If the exercise of a right to regional fifth freedom traffic is impeded by such a restriction on the part of a third country, the aeronautical authorities of the Contracting Parties shall agree on some means of avoiding any practical infringement of the spirit of reciprocity motivating this Agreement.

(c) In operating on common routes, the airline or airlines designated by each Contracting Party shall take their mutual interests into account, so as not to affect unduly their respective services.

(d) On each of the routes listed in the attached schedules I and II, the services agreed to in this Agreement shall have as their primary objective the provision, at a load factor deemed rea-

sonable, of capacity adequate to satisfy the normal and reasonably foreseeable requirements of international air traffic originating in or destined for the territory of the Contracting Party which has designated the airline operating the said services.

Within the limit of the capacity provided under the terms of the preceding paragraph and as a supplement thereto, the airline or airlines designated by either Contracting Party may satisfy the traffic requirements between the territories of third States situated on the agreed routes and the territory of the other Contracting Party.

(e) Additional capacity over and above that mentioned in paragraph (d) may be provided whenever it is warranted by the traffic requirements of the countries served by the route.

(f) With regard to the implementation of paragraphs (d) and (e) above, the development of local and regional services constitutes a fundamental and primary right of the countries concerned with the route.

(g) The frequency of the respective services on the agreed routes shall be the subject of a prior agreement between the designated airlines. If they fail to reach such an agreement, the aeronautical authorities of the Contracting Parties shall endeavour to find a satisfactory solution. Where necessary, recourse may be had to the consultations provided for in article VIII of the Agreement.

V

The consultations provided for in article VIII of the Agreement may take place at the request of either Contracting Party for the purpose of examining the manner in which the principles set out in section IV above are being applied and ensuring that the interests of their local and regional services and their through services are not being adversely affected.

During such consultations, the Contracting Parties shall take into account statistics of traffic carried, which they undertake to exchange on a regular basis.

VI

(a) Tariffs shall be fixed at reasonable levels, regard being had in particular to operating costs, reasonable profit, the tariffs charged by other airlines operating over all or part of the same route, and the characteristics of each service, such as speed and comfort.

(b) The tariffs charged in respect of traffic taken on or set down at any of the stops may not be lower than those charged for the same traffic by the airlines of the Contracting Party which operates local or regional services over the corresponding segment of the route.

(c) The tariffs to be charged on the agreed services between the points in French territory and the points in Colombian territory, and vice versa, described in the attached schedules shall be fixed by agreement between the French and Colombian designated airlines.

These airlines shall proceed to fix the tariffs:

- 1. By implementing any resolutions adopted under the tariff-fixing procedure of the International Air Transport Association (IATA); or
- 2. By direct agreement, after consultations where necessary, with any airlines of third countries which may be operating on all or part of the same routes.

(d) The tariffs so fixed shall be submitted for approval to the aeronautical authorities of each Contracting Party not less than thirty (30) days before the date set for their entry into force; in special cases this time-limit may be reduced, subject to the agreement of the said authorities.

(e) Should the designated airlines fail to agree on the fixing of a tariff in accordance with the provisions of paragraph (c) above, or should one of the Contracting Parties make known its dissatisfaction with the tariffs submitted to it in accordance with paragraph (d) above, the aeronautical authorities of the Contracting Parties shall endeavour to reach a satisfactory settlement.

In the last resort, the matter shall be referred to the arbitration provided for in article X of the Agreement.

The Contracting Party making known its dissatisfaction shall have the right to require the other Contracting Party to maintain the tariffs previously in force pending the announcement of the arbitral award or the ordering of provisional measures in accordance with the provisions of article X of this Agreement.

## VII

Any modification of the air routes mentioned in the following schedules which would affect stops in territories other than those of the Contracting Parties shall not be construed as a modification of this annex. The aeronautical authorities of either Contracting Party may therefore proceed unilaterally to make such a modification, provided that notice thereof is given without delay to the aeronautical authorities of the other Contracting Party.

If those authorities consider that, having regard to the principles set forth in section IV of this annex, the interests of their national airlines are affected by such a modification, they shall consult with the aeronautical authorities of the other Contracting Party, with a view to reaching a satisfactory agreement.

#### VIII

Upon the entry into force of this Agreement, the aeronautical authorities of the two Contracting Parties shall as promptly as possible exchange information concerning the authorization given to their designated airlines to operate the agreed services or parts thereof. Such information shall include copies of the authorization granted, any modification thereof and all relevant documents.

### SCHEDULE I

- 1. From France via Madrid, Lisbon, the Canary Islands or the Azores, Bermuda, the French West Indies and Caracas to Bogotá, and thence to Quito or Guayaquil and Lima, in both directions.
- 2. From France via Madrid, Lisbon, Dakar, Cayenne, Port-of-Spain or the French West Indies and Caracas to Bogotá, and thence to Quito or Guayaquil and Lima, in both directions.

## SCHEDULE II

- 1. From Colombia via Caracas, Puerto Rico, Bermuda, the Azores, Lisbon and Madrid to Paris, and thence to Frankfurt and Hamburg, in both directions.
- 2. From Colombia via Caracas, Trinidad, Sal, Lisbon and Madrid to Paris, and thence to Frankfurt and Hamburg, in both directions.

N.B. The airline or airlines operating the above-mentioned routes may omit one or more intermediate stops, provided that prior notice to that effect is given in the timetables of the said airlines.

## ANNEX II

#### Ι

The Contracting Parties agree that the designated airlines shall pay income tax or any supplementary or additional taxes on income solely to the Governments of their respective countries. This Agreement shall be construed as referring solely to income derived from air traffic operations. Moreover, it is agreed that the income referred to in this paragraph include that accruing both within and outside the respective countries.

#### Π

Each Contracting Party further agrees that the gross income of the designated airlines in the territory of the other Contracting Party shall be used first to meet costs incurred in that territory by the designated airline in question. Any surplus of earnings over expenditure shall be freely transferable, either in the currency of the home country of the designated airline in question, or in United States dollars, at the option of the airline, at the official rate of exchange prevailing at the time of receipt of the gross earnings. It is understood tht such surpluses shall consist solely of those deriving from earnings from traffic operations after deduction of any costs incurred in the territory by the designated airline.

The Contracting Parties shall, moreover, take the necessary steps to transfer the sums which may have accrued to the designated airlines before the entry into force of this Agreement.

# EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE FRENCH REPUBLIC AND THE REPUBLIC OF COLOMBIA AMENDING THE AIR TRANSPORT AGREEMENT OF 28 APRIL 1953<sup>2</sup>

I

## FRENCH EMBASSY IN COLOMBIA

Bogotá, 30 March 1962

Sir,

1975

With reference to the aeronautical consultations held at Bogotá from 14 to 17 November and to the final communiqué on the consultations between the Colombian and French delegations of 17 November, I have the honour to inform you as follows:

In the course of the consultations between the aeronautical authorities of the two countries held at Bogotá, the Colombian and French delegations agreed on the following amendments to the Air Transport Agreement between the French Republic and the Republic of Colombia concluded at Bogotá on 28 April 1953:<sup>2</sup>

1. Article VIII of the Agreement shall be supplemented by a second paragraph, as follows:

"These consultations shall take place as frequently as possible and shall be held alternately at Bogotá and in Paris. They may be requested at any time by either Contracting Party and should commence within sixty days from the date of such a request."

2. Section IV, paragraph (g), of annex I to the Agreement of 28 April 1953 shall be replaced by the following text:

"The frequency of the respective services on the agreed routes shall be fixed by prior agreement between the aeronautical authorities of the two Contracting Parties. Any consultations which may be held by the authorities for this purpose shall be preceded by consultations and, as far as possible, by an agreement between the designated airlines."

3. Schedule I (French routes) of the Agreement of 28 April 1953 shall be replaced by the following text:

"*Route No. 1.* From France via Madrid, Lisbon, the Canary Islands or the Azores, Bermuda, the French West Indies and Caracas to Bogotá, and thence to Quito or Guayaquil, Lima and Santiago (Chile), and thence to Easter Island and Tahiti, in both directions.

"Route No. 2. From France via Madrid, Lisbon, Dakar, Cayenne, Port-of-Spain or the French West Indies and Caracas to Bogotá, and thence to Quito or Guayaquil, Lima and Santiago (Chile), and thence to Easter Island and Tahiti, in both directions.

"N.B. The airline or airlines operating the above-mentioned routes may omit one or more intermediate stops, provided that a prior notice to that effect is given in the timetables of the said airlines."

In accordance with article IX of the Agreement of 28 April 1953, which stipulates that any amendment to the Agreement or its annexes shall enter into force upon confirmation by an exchange of notes through the diplomatic channel, I have the honour to inform you, on instructions from my Government, that the French Government agrees to the above-mentioned amendments.

If these amendments meet with the agreement of the Colombian Government the French Government will consider this note and your reply of today's date and to the same

<sup>&</sup>lt;sup>1</sup> Came into force on 30 March 1962 by the exchange of the said notes, in accordance with their provisions.

<sup>&</sup>lt;sup>2</sup> See p. 213 of this volume.

enter into force immediately. Accept, Sir, etc.

> [Signed] Bertrand de la Sablière

1975

Π

Sir,

Bogotá, 30 March 1962

I have the honour to refer to your note dated 30 March 1962 which reads as follows:

(Official translation No. 053 of a document drawn up in French)

# [See letter I]

I am pleased to inform you that the Colombian Government accepts the abovementioned amendments to the Air Transport Agreement currently in force between Colombia and France and that this note and your note of today's date to the same effect therefore constitute an Agreement on the subject between the two countries that will enter into force immediately.

Accept, Sir, etc.

[Signed] JOSÉ JOAQUIM CAICEDO CASTILLA

His Excellency Mr. Bertrand de la Sablière Ambassador Extraordinary and Plenipotentiary of France Bogotá

# EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE FRENCH REPUBLIC AND THE REPUBLIC OF COLOMBIA AMENDING THE AIR TRANSPORT AGREEMENT OF 28 APRIL 1953,<sup>2</sup> AS AMENDED<sup>3</sup>

I

Paris, 8 March 1973

Sir,

In the course of the negotiations relating to the amendment of the Air Transport Agreement between the French Republic and the Republic of Colombia, signed at Bogotá on 28 April 1953, as amended by the exchange of letters of 30 March 1962,<sup>2</sup> held in Paris on 16 and 17 January last, the two delegations agreed as follows:

1. Schedule I of annex I to the Franco-Colombian Air Transport Agreement of 28 April 1953, as amended by the exchange of letters of 30 March 1962, shall be deleted and replaced by the following text:

*French route No. 1.* From France via Madrid, Lisbon, the Canary Islands or the Azores, Bermuda, the French West Indies and Caracas to Bogotá, and thence to Quito and/or Guayaquil, Lima and Santiago (Chile), and thence to Easter Island and Tahiti, in both directions.

*French route No.* 2. From France via Madrid, Lisbon, Dakar, Cayenne, Port-of-Spain or the French West Indies and Caracas to Bogotá, and thence to Quito and/or Guayaquil, Lima and Santiago (Chile), and thence to Easter Island and Tahiti, in both directions.

N.B. The airline or airlines operating the above-mentioned routes may omit one or more intermediate stops, provided that prior notice to that effect is given in the timetables of the said airlines.

2. Schedule II of annex I to the Franco-Colombian Air Transport Agreement of 28 April 1953, as amended by the exchange of letters of 30 March 1962, shall be deleted and replaced by the following text:

*Colombian route No. 1.* From Colombia via Caracas, Puerto Rico, Bermuda, the Azores, Lisbon and Madrid to Paris, and thence to Zurich and Frankfurt, and thence to three points in Europe or two points in Europe and one in the Middle East. (\*)

*Colombian route No. 2.* From Colombia via Caracas, Trinidad, Sal, Lisbon and Madrid to Paris, and thence to Zurich and Frankfurt, and thence to three points in Europe or two points in Europe and one in the Middle East. (\*)

N.B. The airline or airlines operating the above-mentioned routes may omit one or more intermediate stops, provided that prior notice to that effect is given in the timetables of the said airlines.

3. In implementation of section IV, paragraph (g), annex I to the above-mentioned Agreement, the frequency of the services operated by each of the designated airlines shall be fixed at four flights per week by aircraft of the B-707 type or equivalent.

This frequency may be reviewed in the light of over-all traffic patterns by an agreement between the designated airlines, subject to governmental approval. It is understood, *inter alia*, that the introduction of wide-bodied or supersonic aircraft shall be the subject of an agreement between the designated airlines, approved by the aeronautical authorities of the respective Contracting Parties.

Should one of the Contracting Parties consider that its interests are unduly affected by the services of the other Party, and should the airlines fail to reach agreement, consultations should

<sup>(\*)</sup> These points in Europe and the Middle East shall be fixed at the appropriate time on the basis of an agreement between the aeronautical authorities of the Contracting Parties.

<sup>&</sup>lt;sup>1</sup> Came into force on 8 March 1973, date of the note in reply, in accordance with the provisions of the said notes.

<sup>&</sup>lt;sup>2</sup> See p. 213 of this volume.

<sup>&</sup>lt;sup>3</sup> See p. 219 of this volume.

take place between the aeronautical authorities of the two Parties as soon as possible, on the initiative of either Contracting Party.

4. An annex III shall be added to the above-mentioned Air Transport Agreement, the provisions of which shall be as follows:

"Each Contracting Party shall grant to the airline designated by the other Contracting Party the right to maintain in its territory the technical administrative and business personnel needed by that airline for the operation of the agreed services.

"Such personnel may be nationals of one of the Contracting Parties, or of a third country. The personnel to which this annex refers shall be subject, in both countries, to the laws and regulations in force concerning the entry and stay of aliens."

5. The governmental ordinances referring to the tariffs to be applied to the agreed services shall be submitted for the approval of the aeronautical authorities of the other Contracting Party, except where they refer to segments not involving the territory of the said Contracting Party. In all cases, the designated airlines shall have the right to apply the tariffs so ordered where conditions are the same.

If the foregoing provisions meet with the agreement of the Government of the Republic of Colombia, I have the honour to suggest that this letter and your reply shall, in accordance with the provisions of article IX of the Air Transport Agreement signed at Bogotá on 28 April 1953, constitute an Agreement between our two Governments that will take effect on the date of your reply.

Accept, Sir, etc.

[Signed] G. DE COURCEL

His Excellency Mr. Hernando Duran Dussan Ambassador of Colombia to France Paris

II

### **EMBASSY OF COLOMBIA**

Paris, 8 March 1973

Sir,

I refer to your note of 8 March 1973 which reads as follows:

## [See note I]

I am pleased to inform you that the Government of the Republic of Colombia accepts, through me, the above-mentioned amendments to the Air Transport Agreement currently in force between France and Colombia and that this note and your note of today's date to the same effect therefore constitute an Agreement on the subject between the two countries that will enter into force immediately.

Accept, Sir, etc.

[Signed] Hernando Duran Dussan

His Excellency Ambassador Geoffroy de Courcel Secretary General of the Ministry for Foreign Affairs Paris

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