

No. 15130

**SPAIN
and
SIERRA LEONE**

Agreement for air services between and beyond their respective territories (with annex). Signed at Madrid on 4 June 1976

*Authentic texts: Spanish and English.
Registered by Spain on 26 November 1976.*

**ESPAGNE
et
SIERRA LEONE**

Accord relatif aux services aériens entre les territoires des deux pays et au-delà (avec annexe). Signé à Madrid le 4 juin 1976

*Textes authentiques : espagnol et anglais.
Enregistré par l'Espagne le 26 novembre 1976.*

AGREEMENT¹ BETWEEN THE GOVERNMENT OF SPAIN AND THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Government of Spain and the Government of the Republic of Sierra Leone (hereinafter referred to as the “Contracting Parties”),

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944,² and

Desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories,

Have agreed as follows:

Article 1. INTERPRETATION

For the purpose of the present Agreement and any Annex attached hereto, unless the context otherwise requires:

a) The term “the Convention” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof which have been adopted by both Contracting Parties;

b) The term “aeronautical authorities” means, in the case of the Republic of Sierra Leone, the Minister responsible for the Ministry of Transport and Communications, and any person or body authorized to perform any functions at present exercised by the said Minister or similar functions, and, in the case of Spain, the Ministry of the Air (*Subsecretaría de Aviación Civil*) and any person or body authorized to perform any functions at present exercised by the said authorities or similar functions;

c) The term “designated airline” means an airline which has been designated and authorized in accordance with Article 3 of the present Agreement;

d) The term “territory” in relation to a state shall have the meaning assigned to it by Article 2 of the Convention;

e) The terms “air service”, “international air service”, “airline” and “stop for nontraffic purposes” have the meanings respectively assigned to them in Article 96 of the Convention;

f) The terms “aircraft equipment”, “aircraft stores” and “spare parts” have the meanings respectively assigned to them in Annex 9 of the Convention;

g) The term “tariff” means the price to be paid for the carriage of passengers, baggage and freight and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail.

¹ Came into force provisionally on 4 June 1976 by signature, in accordance with article 17.

² 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; vol. 893, p. 117; and vol. 958, p. 217.

Article 2. RIGHTS AND PRIVILEGES OF DESIGNATED AIRLINES

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing air services on the routes specified in the Annex to the present Agreement (hereinafter respectively referred to as the “agreed services” and “specified routes”).

2. Subject to the provisions of the present Agreement, the designated airline of each Contracting Party shall enjoy the following privileges:

- a) to fly without landing across the territory of the other Contracting Party;
- b) to land in the territory of the other Contracting Party for non-traffic purposes; and,
- c) while operating an agreed service on a specified route to make stops in the territory of the other Contracting Party, on the points specified for that route in the Annex to the present Agreement, for the purpose of putting down and taking on international traffic in passengers, cargo and mail coming from or destined for the territory of the other Contracting Party or of a third country.

3. Nothing in paragraph 2 of this Article shall be deemed to confer on the airline of one Contracting Party the privilege of taking up in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 3. DESIGNATION OF AIRLINES AND REVOCATION, ETC.,
OF THEIR PRIVILEGES

1. Each Contracting Party shall have the right to designate in writing, through the Aeronautical Authorities, to the other Contracting Party one airline for the purpose of operating the agreed services on the specified routes.

2. On receipt of the designation, the other Contracting Party, through its Aeronautical Authorities and subject to the provisions of paragraphs 3 and 4 of this Article, shall grant without delay to the airline designated the appropriate operating authorization.

3. The Aeronautical Authorities of one Contracting Party may request the designated airline of the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations which they normally apply to the activity of air carriers and to the operation of international commercial air services.

4. Each Contracting Party shall have the right to refuse to accept the designation of an airline or to withhold or revoke the granting to an airline of the privileges specified in paragraph 2 of Article 2 of the present Agreement, or to impose such appropriate conditions as it may deem necessary on the exercise by an airline of those privileges, in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party, or in nationals of the Contracting Party designating the airline.

5. When an airline has been so designated and granted operating authorization, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 7 of the present Agreement is in force in respect of that service.

6. Each Contracting Party shall have the right to withhold or to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of the present Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

- a) where it is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals; [or]
- b) where that airline fails to comply with the laws and regulations of the Contracting Party granting these rights; or
- c) where that airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

7. Unless immediate withholding, revocation, suspension or imposition of the conditions mentioned in paragraph 6 of this Article is essential to prevent further infringements of laws or regulations, such rights shall be exercised only after consultation with the other Contracting Party.

Article 4. MODE OF OPERATING THE AGREED SERVICES

1. There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

2. In operating the agreed services, the airline of each Contracting Party shall take into account the interests of the airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.

3. The agreed services provided by the designated airline of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably foreseeable requirements for the carriage of passengers, cargo and mail originating from or destined for the territory of the Contracting Party which had designated the airline. Provision for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:

- a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- b) traffic requirements of the route or routes which the airlines pass, after taking account of other transport services established by airlines of the States comprising the area; and
- c) the requirements of through airline operation.

Article 5. VALIDITY OF CERTIFICATES

Certificates of airworthiness, certificates of competency and licenses 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 provided for in the Annex to the present Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the conventions on International Civil Aviation.

Each Contracting Party reserves the right, however, of refusing to recognize the validity of the certificates of competency and the licenses granted to its own nationals by the other Contracting Party for the purpose of over-flying its own territory.

Article 6. EXEMPTION FROM CUSTOMS DUTIES, ETC.

1. Aircraft operated on international air services by the designated airline of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircrafts stores (including food, beverages and tobacco) on board such aircraft, shall, subject to the laws and regulations of the Contracting Parties, be exempt from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

2. There shall also, subject to the said laws and regulations, be exempt from the same duties, fees and charges:

- a) aircraft stores taken on board in the territory of a Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board outbound aircraft engaged in an international air service of the other Contracting Party;
- b) spare parts introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international air services by the designated airlines of the other Contracting Party;
- c) fuel and lubricants destined to supply outbound aircraft operated on international air services by the designated airlines of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

3. Materials exempted under paragraph 2 of this Article may be required to be kept under Customs supervision or control.

4. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of that territory. Where they are so unloaded they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

5. Passengers in transit across the territory of either Contracting Party shall be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 7. TARIFFS

1. The tariffs to be charged by the airlines of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profits, the characteristics of the various routes, and the rates charged by any other airline which operates over the same routes or part thereof.

2. The tariffs referred to in paragraph 1 of this Article shall, if possible, be agreed by the airline concerned of both Contracting Parties, after consultation with the other airline 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.

3. 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 Aeronautical Authorities.

4. This approval may be given expressly. If neither of the Aeronautical Authorities has expressed disapproval within thirty (30) days from the date of submission, in accordance with paragraph 3 of this Article, these tariffs shall be considered as approved. In the event of the period for the submission being reduced, as provided in paragraph 3, the Aeronautical Authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.

5. If a tariff cannot be agreed in accordance with paragraph 2 of this Article, or if during the period applicable in accordance with paragraph 4 of this Article, one Aeronautical Authority gives the other Aeronautical Authority notice of its disapproval of any tariff agreed in accordance with the provisions of paragraph 2 of this Article, the Aeronautical Authorities of the two Contracting Parties shall, after consultation with the Aeronautical Authorities of any other State [whose] advice they consider useful, endeavour to determine the tariff by mutual agreement.

6. If the Aeronautical Authorities cannot agree on any tariff submitted to them under paragraph 3 of this Article or on the determination of any tariff under paragraph 5 of this Article, the dispute shall be settled in accordance with the provisions of the present Agreement for the settlement of disputes.

7. A tariff established in accordance with the provisions of the 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 8. APPLICATION OF LAWS AND REGULATIONS TO AIRCRAFT, ETC.

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 designated by the other Contracting Party and shall be complied with by such aircraft upon entry into, or departure from, and while within the territory of that Contracting Party.

2. The laws and regulations of one Contracting Party relating to the admission to, or departure from, its territory of passengers, crew or cargo of aircraft, including regulations relating to entry, clearance, passports, customs and quarantine, shall be complied with upon entry into, departure from and while within the territory of that Contracting Party.

3. For military reasons or public security, each Contracting Party shall have the right to restrain or forbid the flights of the aircraft belonging to the airline designated by the other Contracting Party above certain zones of its territory provided that such restrictions or prohibitions are applied equally to the aircraft of the airline designated by the first Contracting Party or the airlines of other [States] which [operate] on international scheduled air services.

Article 9. STATEMENTS OF STATISTICS

The Aeronautical Authorities of either Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

Article 10. EXCHANGE CONTROL PROVISIONS

1. Each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer at the official rate of exchange of the excess of receipts over expenditure earned by the airline in its territory in connection with the carriage of passengers, mail and cargo. Such transfer shall be effected in accordance with the regulations in force at the time when transfer is requested.

2. In the case of conflict between the provisions of paragraph 1 of this Article and the provisions of any special agreement governing the foreign currency system between the Contracting Parties, the latter shall apply.

Article 11. CONSULTATIONS

1. In the spirit of close co-operation, the Aeronautical Authorities of both Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the Schedules annexed thereto, and shall also consult when necessary to provide for their modification thereof.

2. Either Contracting Party may request consultation, which may be through discussion or by correspondence, and shall begin such consultation within a period of sixty (60) days of the date of the request, unless both Contracting Parties agree to an extension of this period.

Article 12. SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation between themselves.

2. If the Contracting Parties fail to reach a settlement by negotiation they may agree to refer the dispute for decision to some person or body [, or,] if they do not so agree, the dispute shall at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal, and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such cases, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.

3. The Contracting Parties shall comply with any decision given under paragraph 2 of this Article.

4. Each Contracting Party will be responsible for the cost of its designated arbitrator and subsidiary staff provided and both Contracting Parties shall share equally all such further expenses involved in the activities of the tribunal including those of the President.

5. If and [as] long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a decision given under this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has

granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline of that Contracting Party.

Article 13. AMENDMENT TO [THE] AGREEMENT

If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, including the Schedules annexed thereto, such modification, if agreed between the Contracting Parties, and if necessary after consultation in accordance with Article 11 of the present Agreement, shall come into effect when confirmed by an Exchange of Notes.

Article 14. EFFECT OF [AN] OTHER MULTILATERAL AGREEMENT
ON [THE] PRESENT AGREEMENT

In the event of the conclusion of any general multilateral agreement concerning air transport by which both Contracting Parties become bound, the present Agreement shall be amended so as to conform with the provisions of such Agreement.

[*Article 15*]¹

Article 16. REGISTRATION OF AGREEMENT [WITH] ICAO

The present Agreement and any amendments to it, including any Exchange of Notes, shall be registered by either Contracting Party with the International Civil Aviation Organization (ICAO).

Article 17. ENTRY INTO FORCE

The present Agreement shall enter into force provisionally on the date of signature and definitively after the date on which both Governments give written notification to each other by exchange of Diplomatic Notes that their respective constitutional requirements for definitive entry into force have been fulfilled.

¹ Article 15 does not appear in the English authentic text; in a note dated 24 October 1978, the Permanent Mission of Spain to the United Nations advised the Secretary-General that the Government of Spain and the Government of the Republic of Sierra Leone were taking steps to rectify this omission. The following is a translation by the Secretariat of article 15 as it appears in the Spanish authentic text:

Article 15. TERMINATION OF THE AGREEMENT

1. The present Agreement will be concluded for an indefinite period of time.
2. Each Contracting Party will be able, at any time, to notify the other Contracting Party of its wish to denounce the present Agreement. This notification shall be communicated simultaneously to the International Civil Aviation Organization. In such case, the present Agreement will terminate twelve (12) months after the date of receipt of notification by the other Contracting Party, unless said notification has been annulled (retracted) by mutual agreement before the expiration of the twelve-month period.

If the other Contracting Party does not acknowledge receipt of the above-mentioned notification, the said notification shall be considered to have been received fourteen (14) days after its receipt by the International Civil Aviation Organization.

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

DONE at Madrid, this 4th day of June, 1976, in duplicate, in the Spanish and English languages, both texts being equally valid.

For the Government
of Spain:
[Signed]
MARCELINO OREJA AGUIRRE
Undersecretary
of Foreign Affairs

For the Government
of the Republic of Sierra Leone:
[Signed]
FORMEH KAMARA
Minister
of Transport and Communications

A N N E X

ROUTE SCHEDULE

a) *Route to be operated by the designated airline of Spain*

Points in Spain via one intermediate point—Freetown and three points beyond to be determined in West Africa.

b) *Route to be operated by the designated airline of Sierra Leone*

Points in Sierra Leone via one intermediate point—Las Palmas—one point beyond Las Palmas in North Africa and one point beyond in West Europe.

NOTES. 1. The designated airline of Spain may omit on any or all flights calling at the intermediate point or any [of] the points beyond specified in *a*) above, provided that the agreed services on this route begin at a point in Spain.

2. The designated airline of Sierra Leone may omit on any or all flights calling at the intermediate point or any of the [points] beyond specified in *b*) above, provided that the agreed services on this route begin at a point in Sierra Leone.

3. The frequencies and time-tables of the operations of the agreed air services shall be established by mutual agreement between the airlines designated by both Contracting Parties, and shall be submitted for approval to the Aeronautical Authorities of both Contracting Parties at least 30 days prior to its entry into force.
