

No. 18356

**SPAIN
and
YUGOSLAVIA**

**Air Transport Agreement (with annex). Signed at Belgrade
on 11 April 1979**

*Authentic texts: Spanish and Serbo-Croatian.
Registered by Spain on 20 March 1980.*

**ESPAGNE
et
YOUGOSLAVIE**

**Accord relatif aux transports aériens (avec annexe). Signé à
Belgrade le 11 avril 1979**

*Textes authentiques : espagnol et serbo-croate.
Enregistré par l'Espagne le 20 mars 1980.*

[TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF
THE KINGDOM OF SPAIN AND THE GOVERNMENT OF THE
SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA

PREAMBLE

The Government of the Kingdom of Spain and the Government of the Socialist Federal Republic of Yugoslavia, hereafter referred to as “Contracting Parties”,

Recognizing the importance of air transport as a means of establishing and safeguarding friendship, understanding and co-operation between the peoples of the two countries,

Desiring to continue to develop international co-operation in the field of air transport,

Desiring also to apply to air transport the principles and provisions of the Convention on International Civil Aviation, signed at Chicago on 7 December 1944,²

Desiring to conclude an agreement on the operation of international air services between the two countries,

Have agreed as follows:

Article 1. DEFINITIONS

1. For the purposes of this Agreement, unless otherwise specified:

(a) The term “Convention” means the Convention on International Civil Aviation, signed at Chicago on 7 December 1944, including all the annexes adopted in accordance with article 90 of that Convention, and any amendments to those annexes or to the Convention approved in accordance with articles 90 and 94 of the Convention, provided that the said annexes and amendments have been accepted by both Contracting Parties.

(b) The term “Aeronautical Authority” means, in the case of the Kingdom of Spain, the Office of the Under-Secretary for Civil Aviation of the Ministry of Transport and Communications and, in the case of the Socialist Federal Republic of Yugoslavia, the Federal Transport and Communications Committee. The said agencies may be replaced by any other agency or person authorized to perform their present functions.

(c) The term “designated airline” means an airline designated and authorized in accordance with article 3 of this Agreement.

(d) The term “specified routes” means the routes specified in the annex to this Agreement.

(e) The term “agreed services” means any scheduled air service operated by means of aircraft for the public carriage of passengers, cargo and mail on the routes specified in the annex to this Agreement.

¹ Came into force on 22 October 1979, the date of the last of the notifications (effected on 17 July and 22 October 1979) by which the Parties informed each other of the fulfilment of their respective constitutional formalities, in accordance with article 21.

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; vol. 958, p. 217, and vol. 1008, p. 213.

(f) The term “tariff” means the price charged for the carriage of passengers, baggage and cargo and the conditions for charging those prices, including the cost and conditions of agency services and other auxiliary services, but not including the payment or conditions for the carriage of mail.

(g) The terms “territory”, “air services”, “international air services” and “stops for non-traffic purposes” have, for the purposes of this Agreement, the meaning specified in articles 2 and 96 of the Convention.

Article 2. TRAFFIC RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing and operating the agreed services. The airline designated by 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; and
- (c) To make stops in the said territory at points on the routes specified in the annex, for the purpose of taking on or putting down international traffic in passengers, cargo and mail, either separately or at the same time.

2. Nothing in this Agreement may be interpreted as conferring on the airline designated by a Contracting Party the right to engage in cabotage within the territory of the other Contracting Party.

Article 3. DESIGNATION OF AIRLINES

1. Each Contracting Party shall have the right to designate, in accordance with its own regulations, an airline of its own country for the operation of the agreed air services and shall give the other Contracting Party notice of that designation in writing.

2. On receipt of such notice, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this article and those of article 4, paragraph 1, grant the appropriate operating authorization to the designated airline without delay.

3. The Aeronautical Authority of either Contracting Party may require the airline designated by the other Contracting Party to show proof that, in the operation of the agreed international air services, it meets the requirements prescribed by the laws and regulations ordinarily applied by the said Authority, in accordance with the provisions of the Convention.

4. The airline so designated and authorized may begin at any time, after complying with the provisions of paragraphs 1 and 2 of this article, to operate the agreed services, provided that tariffs established in accordance with the provisions of this Agreement are in force.

Article 4. REVOCATION OF DESIGNATION OR SUSPENSION OF OPERATING AUTHORIZATION

1. Each Contracting Party shall have the right to reject the designation of the airline designated by the other Contracting Party, to revoke that airline's operating authorization or to suspend the exercise by that airline of the rights specified in article 2 of this Agreement, or to impose such conditions as it may deem necessary for the exercise of those rights:

- (a) In the case of the Government of the Kingdom of Spain, if it is not satisfied that the airline designated by Yugoslavia is a Yugoslav organization of associated labour in the field of air transport which effectively disposes of and controls its ownership; or in the case of the Government of the Socialist Federal Republic of Yugoslavia, if it is not satisfied that a substantial part of the ownership and the effective control of the airline designated by Spain are vested in Spanish nationals;
- (b) If the airline fails to comply with the laws and regulations of the Contracting Party granting those rights; or
- (c) If the airline fails to operate the agreed services in accordance with the conditions prescribed in this Agreement and its annexes.

2. Unless immediate revocation, suspension or imposition of the conditions referred to in paragraph 1 of this article is essential in order to prevent further infringements of laws or regulations, the said right shall be exercised only after consultation with the other Contracting Party. Such consultation shall begin within a period of thirty (30) days after the date of a request for consultation.

Article 5. EXEMPTION FROM CUSTOMS DUTIES AND OTHER TAXES

1. Aircraft operated in international air services by the designated airline of either Contracting Party, as well as their regular equipment, fuel, lubricants and stores (including food, tobacco and beverages) on board such aircraft, shall be exempt from all customs duties, inspection fees or other charges on arriving in the territory of the other Contracting Party, provided that such equipment and stores remain on board the aircraft until such time as it leaves that territory.

2. The following shall also be exempt from the same duties, taxes and charges, with the exception of fees for services rendered:

- (a) Aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the competent authorities of the said Contracting Party, for use on board aircraft operated in international services of the other Contracting Party;
- (b) Spare parts imported into the territory of either Contracting Party for the maintenance or repair of aircraft operated in international services by the authorized airline of the other Contracting Party;
- (c) Fuel and lubricants intended to supply aircraft operated in international air services by the designated airline of the other Contracting Party, even when those supplies are consumed during the part of the flight which crosses the territory of the Contracting Party in which they were taken on board.

The supplies referred to in subparagraphs (a), (b) and (c) may be required to be kept under customs supervision or control.

Article 6. CUSTOMS SUPERVISION

1. The regular equipment on board the aircraft, as well as spare parts taken on board in the territory 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. In such a case, such material shall be placed under the supervision of the above-mentioned authorities until such time as they are loaded on board the aircraft and taken out of the territory of the first-mentioned Contracting Party or otherwise disposed of in accordance with customs regulations.

2. Passengers in transit across the territory of either Contracting Party shall be subject only to simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar duties.

Article 7. CAPACITY REGULATIONS

1. The designated airlines of the two Contracting Parties shall be given fair and equal opportunity to operate the agreed services on the specified routes between their territories.

2. In the operation of the agreed services, the airline designated by each Contracting Party shall take into consideration the interests of the airline designated by the other Contracting Party, in order not to prejudice the services provided by the latter airline on all or part of the same routes.

3. The agreed services operated by the airline designated by each Contracting Party shall be adapted to public transport needs on the specified routes. The carriage of passengers, cargo and mail from the territory of the other Contracting Party to a third country or from a third country to the territory of the other Contracting Party shall conform to the provisions of this Agreement and its annexes and to the general principle that capacity must be adapted to:

- (a) The needs of traffic to and from the territory of the Contracting Party which designated the airline;
- (b) The needs of traffic in the area through which the airline passes, taking into account local and regional services; and
- (c) The needs of traffic in the sector through which the route passes.

Article 8. SCOPE OF LAWS AND REGULATIONS

1. The laws, regulations and procedures of one Contracting Party relating to the entry into or departure from its territory of aircraft used in international air navigation, or to the operation and navigation of such aircraft, shall apply to the designated airline of the other Contracting Party at the time of entry into, departure from or stay in the said territory.

2. The laws and regulations of one Contracting Party relating to the entry into, stay in and departure from its territory of passengers, crew, cargo and mail, such as regulations relating to entry, customs control, quarantine and foreign currency, shall apply to the passengers, crew, cargo and mail carried on board the aircraft of the designated airline of the other Contracting Party during their stay in that territory.

3. For military reasons or reasons of public safety, each Contracting Party may restrict or prohibit flights by aircraft of the designated airline of the other Contracting Party over certain areas of its territory, provided that such restrictions or prohibitions are applied also to the aircraft of the designated airline of the first-mentioned Contracting Party and to the airlines of third States which operate scheduled international air services.

Article 9. AIRPORT FEES AND REGULATIONS

1. Each Contracting Party may impose or permit to be imposed fair and reasonable fees for the use of public airports and other facilities and services under its control, provided that the said fees are not higher than those imposed on all other aircraft used in similar international services.

2. Neither Contracting Party shall give preferential treatment to any other airline over the designated airline of the other Contracting Party in connection with the application of customs, immigration, quarantine and similar regulations or with the use of airports, airways and other facilities under its control.

3. Where one Contracting Party applies fees which are not provided for in the legislation of the other Contracting Party, the latter shall have the right to apply the same fees.

Article 10. CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licences issued or validated by a Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the routes specified in the annex to this Agreement, provided that the requirements under which such certificates or licences were issued or validated are equal to or above the minimum established by international civil aviation conventions.

2. However, each Contracting Party reserves the right to refuse to recognize as valid, for the purpose of flight above its own territory, certificates of competency and licences issued to its own nationals by the other Contracting Party.

Article 11. TARIFFS

1. The tariffs to be applied 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, especially the cost of operation, reasonable profit and the tariffs applied by other airlines.

2. The tariffs referred to in paragraph 1 of this article shall, if possible, be agreed by the airlines concerned of both Parties, after consultation with other airlines operating over the whole or part of the route. The airlines shall, where possible, reach such agreement through the rate-fixing machinery of the International Air Transport Association.

3. The tariffs so agreed shall be submitted for approval to the Aeronautical Authorities of the two Parties at least sixty (60) days before the proposed date of their introduction. In special cases, the time-limit may be reduced with the consent of the said Authorities.

4. Approval may be granted expressly. If neither Aeronautical Authority expresses its disagreement within thirty (30) days after the date on which the tariffs are submitted in accordance with paragraph 3 of this article, the said tariffs shall be deemed to have been approved. In cases in which the time-limit for the submission of tariffs is reduced, as provided for in paragraph 3, the Aeronautical Authorities may agree that the time-limit for giving notice of disagreement should be less than thirty (30) days.

5. If agreement on the tariff cannot be reached in accordance with the provisions of paragraph 2 of this article or if, within the time-limit referred to in paragraph 4 of this article, one Aeronautical Authority gives the other Aeronautical Authority notice of its disagreement with regard to any tariffs agreed in accordance with the provisions of paragraph 2, the Aeronautical Authorities of the two Contracting Parties shall endeavour to determine the tariff by agreement.

6. Any tariff established in accordance with the provisions of this article shall remain in force until a new tariff has been established. However, the applicability of

a tariff shall not be extended, by virtue of this paragraph, for a period of more than 12 months after the date on which it had been scheduled to expire.

Article 12. STATISTICS

The Aeronautical Authority of either Contracting Party shall be required to furnish to the Aeronautical Authority of the other Contracting Party, at the request of the latter, such periodic statements and other statistical data from the designated airline as may be reasonably necessary in respect of the traffic carried in the agreed services on the specified routes.

Article 13. AIRCRAFT ACCIDENTS

1. Each Contracting Party undertakes to assist aircraft of the other Contracting Party in case of emergency or accident in its territory. Such assistance shall be given by each Contracting Party to aircraft of the other Contracting Party in the same manner and to the same extent as assistance given to its own aircraft.

2. In case of accident, emergency, forced landing, damage or crash landing involving the aircraft of one Contracting Party, the other Contracting Party shall:

- (a) Give all possible assistance to the said aircraft;
- (b) Immediately take all possible steps to assist the crew and passengers involved in the accident;
- (c) Immediately inform the other Contracting Party regarding the accident;
- (d) Protect the mail, baggage and cargo carried on board the aircraft;
- (e) Preserve all the remains and traces of the wrecked aircraft, as well as all the documentation on board the aircraft and all the documentation relating to the flight.

3. The Contracting Party in whose territory the accident occurred shall take appropriate steps to investigate the circumstances and causes of the accident and shall, at the request of the other Contracting Party, grant the representatives of the said other Contracting Party free entry into its territory for the purpose of being present as observers during the investigation of the accident.

4. The Contracting Party which carries out the investigation shall communicate the results of that investigation to the other Contracting Party and shall, upon request, furnish copies of all documents relating to the accident. The said copies shall contain all the documents and data required, under the laws and regulations for international flights, in the territory of the Contracting Party which carries out the investigation.

Article 14. TRANSFER OF PROFITS

1. Each Contracting Party shall grant the designated airline of the other Contracting Party the right to transfer, at the current rate of exchange, the excess of receipts over expenses, if any, achieved by that airline in the territory of the first-mentioned Contracting Party in connection with the carriage of passengers, baggage, cargo and mail.

2. Where transfers between the Contracting Parties are governed by a special payment agreement, they shall be effected in accordance with that agreement.

Article 15. CONSULTATIONS

1. The Aeronautical Authorities of the Contracting Parties shall consult each other from time to time in order to ensure the application and satisfactory fulfilment

of the provisions of this Agreement and shall also consult each other when necessary with a view to amending or supplementing this Agreement.

2. The said consultations shall be held orally or in writing and shall begin within a period of sixty (60) days after the date of the request, unless the two Aeronautical Authorities of the Contracting Parties agree to extend that period.

Article 16. AMENDMENTS AND ADDITIONS

1. If either Contracting Party deems it appropriate to amend or add to any of the provisions of this Agreement, the said Contracting Party may at any time, through the diplomatic channel, request consultations on the matter. Such consultations shall begin no later than sixty (60) days after the date of the request, or within a time-limit agreed upon by the Contracting Parties. If the Contracting Parties reach agreement on the amendments and additions to be made, the said amendments and additions shall enter into force when both Contracting Parties have notified each other by an exchange of notes through the diplomatic channel that their respective constitutional formalities have been fulfilled.

2. If the Aeronautical Authority of either Contracting Party deems it appropriate to amend or add to the provisions of the annexes to this Agreement, it may at any time request consultations with the Aeronautical Authority of the other Contracting Party. Such consultations shall begin no later than sixty (60) days after the date of the request, or within a time-limit agreed upon by the Aeronautical Authorities of the Contracting Parties. If the Aeronautical Authorities of the Contracting Parties reach agreement on the amendments and additions, the said amendments and additions shall enter into force by an exchange of notes through the diplomatic channel. Such amendments and additions may not be contrary to the principles established in this Agreement.

Article 17. SETTLEMENT OF DISPUTES

1. If any disagreement arises between the Contracting Parties as to the interpretation or application of this Agreement and its annexes, the Contracting Parties shall endeavour to settle it by means of negotiations.

2. If the Contracting Parties fail to reach a settlement by means of negotiations, they shall submit the dispute to an arbitral tribunal for decision. To that end, each Contracting Party shall appoint an arbitrator. The arbitrators so designated shall name a third arbitrator, who must be a national of a third country and shall act as Chairman of the tribunal.

3. If either Contracting Party fails to designate an arbitrator within a period of sixty (60) days after one of the Contracting Parties has notified its intention of submitting the dispute to an arbitral tribunal for decision, or if the arbitrators fail to reach agreement on the appointment of the third arbitrator within a period of thirty (30) days, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to appoint an arbitrator or arbitrators, as required. If the President of the Council of the International Civil Aviation Organization is a national of one of the Contracting Parties, a Vice-President of that Council who is a national of a third State may be asked to designate the above-mentioned arbitrators.

4. Each Contracting Party shall defray the expenses of the arbitrator appointed by it. The remaining expenses of the arbitral tribunal shall be defrayed by the Contracting Parties in equal parts.

5. The Contracting Parties undertake to abide by any decision taken by the arbitral tribunal.

Article 18. CONFORMITY WITH MULTILATERAL CONVENTIONS

This Agreement and its annexes shall be amended to bring them into harmony with any multilateral convention which is binding on both Contracting Parties.

Article 19. REGISTRATION

This Agreement and any amendments and additions thereto shall be registered with the Council of the International Civil Aviation Organization.

Article 20. TERMINATION

1. This Agreement shall be valid for an indefinite period.
2. Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement. The said notice shall be given in writing, through the diplomatic channel, and a copy of the notice shall be sent simultaneously to the International Civil Aviation Organization by the Contracting Party giving notice. This Agreement shall cease to have effect one year after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement between the Contracting Parties before the expiry of that period. If the said other Contracting Party fails to acknowledge receipt of the notice, it shall be deemed to have been received fourteen (14) days after receipt of the copy thereof by the International Civil Aviation Organization.

Article 21. ENTRY INTO FORCE

This Agreement shall enter into force when both Parties shall have notified each other, by means of an exchange of diplomatic notes, that their respective constitutional formalities have been fulfilled.

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

DONE at Belgrade on 11 April 1979, in duplicate in the Spanish and Serbo-Croatian languages, both texts being equally authentic.

For the Government
of the Kingdom of Spain:

[Signed]

FERNANDO OLIVÉ GONZÁLEZ-PUMARIEGA
Ambassador
of Spain at Belgrade

For the Government
of the Socialist Federal Republic
of Yugoslavia:

[Signed]

MILORAD ŠLJIVAR
Assistant to the President of the Federal
Transport and Communications Com-
mittee

ANNEX TO THE AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT
OF THE KINGDOM OF SPAIN AND THE GOVERNMENT OF THE SOCIALIST
FEDERAL REPUBLIC OF YUGOSLAVIA GOVERNING SCHEDULED AIR
TRANSPORT BETWEEN THEIR RESPECTIVE TERRITORIES

1. *Route schedule.* The agreed services on the specified routes referred to in this Agreement are specified as follows:

(A) Spanish route: points in Spain–Belgrade or Zagreb, and vice versa;

(B) Yugoslav route: points in Yugoslavia–Madrid or Barcelona, and vice versa.

2. The airline designated by one Contracting Party may make a stop in one particular service at only one point situated in the territory of the other Contracting Party.

3. The frequency and the schedules of operation of the agreed air services shall be established by agreement between the airlines designated by the two Contracting Parties and must be submitted for approval to the Aeronautical Authorities of the two Contracting Parties at least thirty (30) days before their introduction.
