

No. 19063

**SPAIN
and
URUGUAY**

**Agreement on commercial air transport (with annex). Signed
at Montevideo on 13 August 1979**

Authentic text: Spanish.

Registered by Spain on 28 August 1980.

**ESPAGNE
et
URUGUAY**

**Accord relatif aux transports aériens commerciaux (avec
annexe). Signé à Montevideo le 13 août 1979**

Texte authentique : espagnol.

Enregistré par l'Espagne le 28 août 1980.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON COMMERCIAL AIR TRANSPORT BETWEEN THE KINGDOM OF SPAIN AND THE EASTERN REPUBLIC OF URUGUAY

PREAMBLE

The Government of the Kingdom of Spain and the Government of the Eastern Republic of Uruguay,

Desiring to promote air transport between Spain and Uruguay and to further as much as possible international co-operation in this field,

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

Have agreed as follows:

Article I. DEFINITIONS

1. For the purpose of this Agreement and its annex:

(a) The term “Convention” means the Convention on International Civil Aviation, signed at Chicago on 7 December 1944, and includes any annex adopted under article 90 of that Convention and any amendment to the annexes or the Convention under articles 90 and 94 thereof;

(b) The term “territory” has the meaning given in article 2 of the Convention;

(c) The term “aeronautical authorities” means, in the case of the Kingdom of Spain, the Ministry of Transport and Communications (Subsecretariat of Civil Aviation) and, in the case of the Eastern Republic of Uruguay, the Ministry of National Defence or, in both cases, any person or agency authorized to assume the functions currently exercised by those authorities;

(d) The term “designated airline” means the airline designated by each Contracting Party, in accordance with article III below, to operate the air services described in the annex to this Agreement;

(e) The terms “air service”, “international air service”, “airline” and “stop for non-traffic purposes” have the meaning respectively assigned to them in article 96 of the Convention;

(f) The term “specified routes” means the routes which are or may be designated in the annex to this Agreement;

(g) The term “agreed services” means the scheduled international air services described in the annex to this Agreement;

¹ Applied provisionally from 13 August 1979, the date of signature, and came into force definitively on 13 June 1980, i.e., the date of the last of the notifications (effected on 6 September 1979 and 13 June 1980) by which the Contracting Parties notified each other of the fulfilment of the respective constitutional formalities, in accordance with article XXIV.

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; vol. 1008, p. 213, and vol. 1175, p. 297.

(h) 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 and conditions for the carriage of mail.

2. The annex forms an integral part of this Agreement and any reference to the Agreement shall include reference to the annex except where otherwise provided. The amendment thereof shall be carried out in accordance with the procedure outlined in article XIX.

Article II. GRANTING OF RIGHTS

1. The two Contracting Parties shall grant one another the rights specified in this Agreement for the purpose of establishing the “agreed services” and the “specified routes”.

2. Subject to the provisions of this Agreement, the designated airline of each Contracting Party, while operating the agreed services on the specified routes, shall enjoy the following rights:

- (a) To fly over the territory of the other Contracting Party;
- (b) To make stops on that territory for non-traffic purposes; and
- (c) To make stops in the territory of the other Contracting Party for the purpose of taking on and putting down international traffic in passengers, cargo and mail coming from or destined for the other Party or coming from or destined for a third State, in accordance with the provisions of the annex to this Agreement.

3. Nothing in this Agreement may be interpreted as conferring on the airline designated by one Contracting Party rights of cabotage within the territory of the other Party.

Article III. CONDITIONS GOVERNING THE EXERCISE OF THE RIGHTS GRANTED

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

2. On receiving notice of such designation, the other Contracting Party shall without delay, subject to the provisions of paragraphs 4 and 5 of this article, grant the necessary authorizations to the designated airline.

3. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to show proof, in accordance with the provisions of the Convention, that it is able to fulfil the conditions prescribed by the laws and regulations normally and reasonably applied by the said authorities to the operation of international air services.

4. Each Contracting Party shall have the right to refuse the authorizations referred to in paragraph 2 of this article if the designated airline has not furnished proof that substantial ownership or effective control of such airline is vested in the Contracting Party which designated the airline or in its nationals.

5. When an airline has been thus designated and authorized, it may commence operation of the agreed services at any time within the specified period, provided that a tariff fixed in accordance with the provisions of article VII of this Agreement is in force.

6. Each Contracting Party shall have the right, by written notification to the other Contracting Party, to replace an airline it has designated. The new designated airline shall enjoy the same rights and shall be under the same obligations as the airline it has replaced.

Article IV. REVOCATION, SUSPENSION AND LIMITATION OF RIGHTS

1. Each Contracting Party reserves the right to revoke the operating authorization, to suspend the exercise of the rights granted to the airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of such rights, if:

- (a) Proof has not been furnished that substantial ownership or effective control of such airline is vested in the Contracting Party which designated the airline or in its nationals;
- (b) The airline has not complied with the laws and regulations of the Contracting Party granting these rights; or
- (c) The airline fails to operate the agreed services in accordance with the conditions outlined in this Agreement.

2. Unless immediate revocation or suspension is necessary to prevent further infringements of the laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

Article V. USE OF AIRPORT FACILITIES AND SERVICES AND IMPOSITION OF CHARGES

1. The aircraft of each Contracting Party shall be entitled to use the airport facilities and services of the other Contracting Party.

2. When using such facilities and services provided by one Contracting Party, the charges paid by the designated airline of the other Contracting Party shall not be higher than those paid by the aircraft of any foreign airline operating scheduled international services.

Article VI. EXEMPTION FROM CUSTOMS DUTIES

1. Aircraft employed in the agreed services by the designated airline of one Contracting Party, as well as their regular equipment, fuel and lubricants, spare parts and aircraft stores (including food, beverages and tobacco) on board such aircraft, shall be exempt, on arriving in the territory of the other Contracting Party, from all customs duties, inspection fees and other duties and charges, provided such equipment and supplies remain on board the aircraft until the continuation of the flight.

2. The following shall likewise be exempt from such duties and charges, excluding payment for services rendered:

- (a) Aircraft stores taken on board in the territory of one Contracting Party within limits fixed by the authorities of the said Contracting Party and intended for use on board aircraft operating the agreed services of the other Contracting Party;
- (b) Spare parts introduced into the territory of one Contracting Party for the maintenance or repair of aircraft employed in the agreed services by the designated airline of the other Contracting Party; and
- (c) Fuel and lubricants intended for aircraft employed in the agreed services by the designated airline of the other Contracting Party, even if such supplies are consumed during that part of the flight which takes place over the territory of the Contracting Party in which they were taken on board. The articles referred to in these subparagraphs may be required to be kept under customs supervision or control.

3. Regular aircraft equipment and other articles and stores on board the aircraft of one Contracting Party may not be unloaded in the territory of the other Contracting Party save with the consent of the customs authorities of that territory. When so unloaded, they may be placed under the supervision of the said authorities until they are re-loaded or otherwise disposed of in a duly authorized manner.

4. Designated airlines, under the régime of exemptions set forth in paragraphs 2 (a), 2 (b) and 2 (c) of this article, may store, in the airport or airports of the other Contracting Party, under customs control, the necessary quantities of fuel, lubricants, spare parts, regular equipment and aircraft stores introduced from the territory of each Contracting Party or from third States and intended for the exclusive use of aircraft employed in the agreed services.

Article VII. TARIFFS

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

2. The tariffs referred to in paragraph 1 of this article shall, if possible, be fixed by agreement between the interested airlines of the two Contracting Parties, after consultation with other airlines operating over all or part of the route. The airlines shall, where possible, reach such agreement through the rate-fixing machinery of the International Air Transport Association (IATA).

3. The tariffs so fixed shall be submitted for approval to the aeronautical authorities of the two Contracting Parties not less than 90 days before the proposed date of their introduction. In special cases, this time-limit may be reduced, subject to the agreement of the said authorities.

4. The approval may be explicit. If neither aeronautical authority has expressed its dissatisfaction within 30 days after the date of the notice given in accordance with paragraph 3 of this article, such tariffs shall be deemed to have been approved. Should the time-limit for notification be reduced as provided for in paragraph 3, the aeronautical authorities may, by agreement, set a time-limit of less than 30 days for notification of such dissatisfaction.

5. If no agreement can be reached on a tariff in accordance with the provisions of paragraph 2 of this article or if one aeronautical authority, within the time-limit referred to in paragraph 4 of this article, gives the other aeronautical authority notice of its dissatisfaction with any tariff fixed in accordance with the provisions of paragraph 2, the aeronautical authorities of the two Contracting Parties, after consultation with the aeronautical authorities of any other State whose advice they deem useful, shall try to determine the tariff by agreement between themselves.

6. If the aeronautical authorities cannot agree on the approval of 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 article XX of this Agreement.

7. Any tariff fixed in accordance with the provisions of this article shall remain in force until a new tariff has been fixed. Nevertheless, the validity of a tariff may not be extended, by virtue of this paragraph, for more than 12 months beyond the date on which it should have expired.

Article VIII. CAPACITY

1. The agreed services on any of the routes specified in the annex to this Agreement shall have as their primary objective the provision of adequate capacity to and from the country of the designated airline.

2. On common routes, the designated airlines shall take their mutual interests into account so as not to affect unduly their respective services.

3. The rights to take on and put down, in the respective territories of the Contracting Parties, international traffic proceeding to or from third countries, pursuant to

article 2 (c) and the annex to this Agreement, shall be applied in accordance with the general principles of orderly development of international air traffic, to which both Contracting Parties subscribe, and in such a way that the capacity matches:

- (a) The requirements of traffic between the country of origin and the countries of destination;
- (b) The requirements of economic operation on the route;
- (c) The traffic requirements of the areas through which the airline passes, taking into account local and regional services and the protective rules applied to such services by each Contracting Party.

4. In any event, the exercise of the fifth-freedom traffic outlined in the preceding paragraph shall be complementary to the principal traffic, that of the third and fourth freedoms.

Article IX. TRANSFER OF SURPLUSES

Each Contracting Party undertakes to enable the other Party to transfer freely any receipts in excess of expenditure accruing in the territory from the carriage of passengers, mail and cargo by the designated airline of the other Party in accordance with the foreign exchange provisions in effect on the date of the respective transfer. The transfers between the Parties, where governed by a special agreement, shall be carried out in accordance with that agreement.

Article X. EXEMPTION FROM TAXES

Each Contracting Party shall grant the airline designated by the other Contracting Party exemption from payment of all types of taxes on the profits earned by the airline through the operation of the agreed services.

Article XI. HANDLING OF PASSENGERS, BAGGAGE AND CARGO IN TRANSIT

Passengers, baggage and cargo in direct transit across the territory of either Contracting Party without leaving the area of the airport reserved for that purpose shall be subject to simplified control, without prejudice to such security measures as may be adopted in order to prevent and combat the unlawful seizure of aircraft and other offences against the safety of civil aviation. Baggage and cargo in direct transit shall be exempt from customs duties and other similar charges.

Article XII. RECOGNITION OF CERTIFICATES, LICENCES AND QUALIFICATIONS

1. Certificates of airworthiness, certificates of competency and licences granted or revalidated by one Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards which may be established in international civil aviation conventions.

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

Article XIII. APPLICATION OF LAWS AND REGULATIONS

1. The laws, regulations and other provisions applicable, in the territory of one Contracting Party, to the entry, stay and departure of aircraft engaged in international air navigation or relating 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.

2. The laws, regulations and other provisions applicable in the territory of one Contracting Party to the admission, stay and departure of passengers, crew, mail and cargo, as well as the procedures relating to immigration and emigration, passports, customs, police and health, shall apply to passengers, crew, mail and cargo carried by the aircraft of the airline designated by the other Contracting Party.

Article XIV. PROHIBITED AREAS

For military reasons or reasons of public safety, either Contracting Party may restrict or prohibit flights by aircraft of the airline designated by the other Contracting Party over certain areas of its territory, provided that such restrictions or prohibitions are also applied to the aircraft of the airline designated by the first Contracting Party or to the airlines of third States operating scheduled international air services. The prohibited areas shall be of reasonable extent so as not to interfere unnecessarily with air navigation; the boundaries of these areas shall be communicated as soon as possible to the other Contracting Party.

Article XV. CO-OPERATION FOR THE SAFETY OF CIVIL AVIATION

The Contracting Parties shall maintain close co-operation to prevent, combat and punish the unlawful seizure of aircraft and other offences against the safety of civil aviation.

Article XVI. OFFENCES BY THE DESIGNATED AIRLINES

1. Violations of air navigation regulations committed by the designated airline of one Contracting Party shall be reported to the aeronautical authorities of that Party by the aeronautical authorities of the Contracting Party in whose territory the violation was committed. If the violation is of a serious character, the aeronautical authorities of the Contracting Party in whose territory the violation was committed shall have the right to request that appropriate measures be adopted by the aeronautical authorities of the other Contracting Party.

2. Any other offences committed by the designated airline of one Contracting Party in the territory of the other Contracting Party shall be judged under the law of the country in which they were committed. Without prejudice to the above and prior to executing the decision that has been pronounced, the aeronautical authority in whose territory the offence was committed shall notify the aeronautical authority of the other Contracting Party.

Article XVII. STATISTICS

The aeronautical authorities of each Contracting Party shall supply to the aeronautical authorities of the other Party at their request such statements of statistics as may be reasonably considered necessary. Such statements shall include all information required in order to determine the volume of traffic carried by the designated airline between points on the specified routes.

Article XVIII. EXCHANGE OF VIEWS

In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult together frequently and regularly with a view to ensuring the satisfactory implementation of the provisions of this Agreement and its annex.

Article XIX. CONSULTATIONS AND MODIFICATIONS OR AMENDMENTS TO THE AGREEMENT AND ITS ANNEX

1. If either Contracting Party considers it desirable to modify or amend any provision of this Agreement, it may request consultation between the aeronautical authorities

of the two Parties concerning the proposed modifications or amendments. Such consultation shall begin within a period of 60 days after the date of receipt of the request.

2. Any modifications or amendments agreed upon by the Contracting Parties shall enter into force after they have been confirmed by an exchange of notes through the diplomatic channel, without prejudice to the completion of the constitutional requirements of each Party.

3. Modifications or amendments to the annex to this Agreement shall be agreed upon by the aeronautical authorities of the two Contracting Parties and shall enter into force after they have been confirmed by an exchange of notes through the diplomatic channel.

Article XX. SETTLEMENT OF DISPUTES

1. If any dispute arises over the interpretation or application of this Agreement, the Contracting Parties shall endeavour to settle it by negotiation between them.

2. If the Contracting Parties fail to reach a settlement by such discussion, the dispute may, at the request of either Party, be submitted for decision to an arbitration tribunal which shall be constituted and operate as follows:

- (a) The tribunal shall be composed of three members. Each Contracting Party shall appoint one arbitrator; the third—who may not be a national of either Party—shall be appointed by agreement between the two others;
- (b) The first two arbitrators shall be appointed within a period of 60 days after the date of receipt by each Contracting Party of a diplomatic note from the other Party requesting arbitration. The third arbitrator shall be appointed within 30 days after the appointment of the other two;
- (c) In the event that the deadlines outlined in subparagraph (b) above are not observed, and in the absence of any other agreement, the Contracting Parties may ask the President of the Council of the International Civil Aviation Organization (ICAO) to make the relevant appointments. Should the President be a national of either Party, or be disqualified for any other reason, his deputy shall make the appointments;
- (d) The arbitration tribunal shall adopt its own rules of procedure and shall make its awards by majority vote within 30 days after the date it is constituted. This period may be extended by agreement between the Contracting Parties;
- (e) The decisions of the arbitration tribunal shall be binding upon both Contracting Parties. Each Party shall defray the costs of its own arbitrator. The costs of the third arbitrator shall be borne equally by the two Parties.

Article XXI. ADAPTATION TO A MULTILATERAL CONVENTION

In the event of the entry into force, for both Contracting Parties, of a multilateral international air transport convention, this Agreement shall be modified or amended, as necessary so that it may conform to the new convention.

Article XXII. REGISTRATION OF THE AGREEMENT

This Agreement shall be registered with the International Civil Aviation Organization.

Article XXIII. TERMINATION OF THE AGREEMENT

Either Contracting Party may terminate this Agreement at any time. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, this Agreement shall cease to have effect 12 months after the receipt of the notice by the other Party, unless the notice is withdrawn by mutual agreement

before the expiry of that period. If the Contracting Party to which the notice is addressed does not acknowledge receipt thereof, notice shall be deemed to have been received 14 days after its receipt by ICAO.

Article XXIV. ENTRY INTO FORCE

This Agreement shall enter into force as soon as the two Contracting Parties notify each other, by an exchange of notes through the diplomatic channel, that their respective constitutional formalities have been fulfilled. Notwithstanding the above, the Agreement shall be provisionally applicable from the date of its signature.

DONE at Montevideo, on 13 August 1979, in duplicate in Spanish, both copies being equally authentic.

For the Government
of the Kingdom of Spain:
[Signed]
ROMÁN OYARZUN IÑARRA
Ambassador of Spain to Uruguay

For the Government
of the Eastern Republic of Uruguay:
[Signed]
ADOLFO FOLLE MARTÍNEZ
Minister for Foreign Affairs

ANNEX

1. The airline designated by the Government of the Eastern Republic of Uruguay shall be entitled to operate agreed services in both directions on the following routes:
Montevideo, intermediate points, Madrid and points beyond, and vice versa.
2. The airline designated by the Government of the Kingdom of Spain shall be entitled to operate agreed services in both directions on the following routes:
Points in Spain, intermediate points, Montevideo and points beyond, and vice versa.
3. The intermediate points and unspecified points beyond shall be determined by mutual agreement between the aeronautical authorities of the Contracting Parties.
4. The airline designated by one Contracting Party may, while operating one service, stop at only one point in the territory of the other Party.
5. The designated airlines may omit one or more points or change the order of the points on the routes indicated in paragraphs 1 and 2 of this annex, for all or some services, provided that the point of departure is situated in the territory of the Contracting Party which designated the airline in question.
6. The aeronautical authorities of the Contracting Parties shall transmit to each other as soon as possible information concerning the authorizations granted to their designated airline to operate all or some of the agreed services. Such information shall consist, specifically, of a copy of the authorizations granted, of any modifications thereto and other relevant documents.
7. The aeronautical authorities of the Contracting Parties shall transmit to each other, for approval, information concerning the frequency and itinerary of the agreed services, at least 30 days prior to the effective start of operation. They shall also inform each other of any changes made.
8. The designated airline shall transmit to the aeronautical authorities of both Contracting Parties, for approval, information concerning the type of aircraft to be used and the timetables, at least 30 days prior to the inauguration of the agreed services. They shall also inform each other of any changes made.