

No. 21939

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**MEXICO
and
COSTA RICA**

Air Transport Agreement (with route schedule). Signed at Mexico City on 8 September 1966

Exchange of notes constituting an agreement amending the above-mentioned Agreement. San José, 21 and 23 November 1979

Exchange of notes constituting an agreement amending the above-mentioned Agreement of 8 September 1966, as amended. San José, 11 and 17 August 1982

Authentic texts: Spanish.

Registered by Mexico on 22 June 1983.

[TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED MEXICAN STATES AND THE GOVERNMENT OF THE REPUBLIC OF COSTA RICA

The Government of the United Mexican States and the Government of the Republic of Costa Rica,

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944,²

Considering that the possibilities of commercial aviation as a means of transport and of promoting friendly understanding and goodwill among peoples are increasing from day to day,

Desiring to strengthen even more the cultural and economic bonds which link their peoples and the understanding and goodwill which exist between them,

Considering that it is desirable to organize, on equitable bases of equality and reciprocity, scheduled air services between the two countries, in order to obtain greater co-operation in the field of international air transport,

Desiring to conclude an agreement which will facilitate the attainment of the aforementioned objectives,

Have accordingly appointed duly authorized plenipotentiaries for that purpose, who have agreed as follows:

Article 1. For the purposes of this Agreement:

A. The term "Agreement" shall mean this Agreement and the Route Schedule annexed hereto.

B. The term "aeronautical authorities" shall mean, in the case of the United Mexican States, the Ministry of Communications and Transport or any person or entity authorized to perform the functions exercised at present by the Ministry of Communications and Transport; and, in the case of the Republic of Costa Rica, the Ministry of Transport or any person or entity authorized to perform the functions exercised at present by the Ministry of Transport.

C. The term "airline" shall mean any air transport enterprise offering or operating an international air service.

D. The term "designated airline" shall mean an airline which the aeronautical authorities of one Contracting Party have notified the aeronautical authorities of the other Contracting Party to be the airline which will operate a route or routes specified in the Route Schedule annexed to the Agreement.

E. The term "territory", in relation to a State, shall mean the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection, jurisdiction or trusteeship of that State.

¹ Came into force on 21 January 1970, i.e., 30 days after the exchange of the instruments of ratification, which took place at San José on 22 December 1969, in accordance with article 17 (2).

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.

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

G. The term “international air service” shall mean an air service which passes through the air space over the territory of more than one State.

H. The term “stop for non-traffic purposes” (technical stop) shall mean a landing for any purpose other than taking on or discharging passengers, cargo or mail.

I. The term “capacity of an aircraft” shall mean the payload of an aircraft expressed in terms of the number of seats for passengers and the weight for cargo and mail.

J. The term “capacity offered” shall mean the total of the capacities of the aircraft utilized for the operation of each one of the agreed air services multiplied by the frequency with which the said aircraft operate over a given period.

K. The term “air route” shall mean the predetermined route followed by an aircraft assigned to a scheduled air service.

L. The term “specified route” shall mean the route described in the Route Schedule annexed to this Agreement.

M. The term “passenger load factor” shall mean the ratio of the number of passengers carried by an airline on a specified route over a given period to the number of seats offered by the same airline on the same route and over the same period.

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

O. The term “change of gauge” shall mean the change of an aircraft for another of different capacity on a specified route.

P. The term “scheduled flights” shall mean the flights made by the designated airlines on specified routes in accordance with the authorized time-tables.

Q. The term “through plane service” shall mean the service offered by an airline without changing aircraft or flight number, from a point in the territory of one Contracting Party to a point in the territory of the other Contracting Party and beyond the aforesaid points.

Article 2. 1. Each Contracting Party shall grant to the other Contracting Party the right specified in this Agreement for the purpose of establishing air services on the routes specified in the annexed Route Schedule.

2. Except as otherwise provided in this Agreement, the airline designated by each Contracting Party shall enjoy, in the operation of international services, the following rights:

- (a) To fly without landing across the territory of the other Contracting Party;
- (b) To make stops for non-traffic purposes in the said territory;
- (c) To embark and disembark passengers, cargo and mail in international traffic in the said territory, at the points specified in the annexed Route Schedule.

3. If such rights are not exercised immediately, that fact shall not preclude the subsequent inauguration of air services over the routes specified in that Route Schedule by the airline of a Contracting Party to which such rights are granted.

4. In no case shall the aforementioned rights imply the right to combine specified routes.

Article 3. 1. Upon the entry into force of this Agreement, the aeronautical authorities of the two Contracting Parties shall communicate to each other as soon as possible the relevant information on authorizations granted to operate the routes specified in the Route Schedule.

2. Air service on a specified route may be inaugurated by the airline immediately or at a later date, at the option of the Contracting Party to which the rights are granted, after that Party has designated the said airline to provide service on that route and the other Contracting Party has given the necessary permission. The said other Contracting Party is bound to give such permission, subject to the condition that the designated airline must meet the requirements imposed by the competent aeronautical authorities of the said other Contracting Party, in accordance with the laws and regulations generally applied by those authorities.

Article 4. 1. Each Contracting Party reserves the right to withhold or revoke operating permission from the airline designated by the other Contracting Party in the event that it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other Contracting Party, or in case of failure by such airline to comply with the laws and regulations referred to in this Agreement, or failure of the airline or the Government designating it to fulfill the conditions under which the rights are granted in accordance with this Agreement, or failure by the designated airline to comply with the conditions laid down when permission was granted.

2. When one Party has exercised any of the rights conferred on it by the preceding clause, either Party may invoke the consultation and arbitration mechanism set forth in articles 12 and 13 of this Agreement.

Article 5. 1. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft used 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 observed by such aircraft upon entering or departing from, and while within, the territory of the first-mentioned Contracting Party.

2. The laws and regulations of one Contracting Party relating to the admission to, stay in or departure from its territory of passengers, crew, cargo and mail, such as regulations relating to entry, exit, clearance, migration, customs and health, shall apply to passengers, crew, cargo and mail transported on the aircraft of the designated airline of the other Contracting Party upon entrance into or departure from, and while within, the territory of the first-mentioned Party.

Article 6. Certificates of airworthiness, certificates of competency and licences issued or validated by one Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services described in this Agreement, provided that the requirements under which such certificates or licences were issued or validated are equal to or above the minimum standards established pursuant to the Convention on International Civil Aviation. Each Contracting Party reserves the right to refuse to recognize, for the purpose of flight over its own territory, certificates of competency and licences granted to its own nationals by another State.

Article 7. 1. Each Contracting Party may impose or permit to be imposed on aircraft of the other Party fair and reasonable charges for the use of public air-

ports and other facilities under its authority. Each of the Contracting Parties agrees, however, that the said charges shall not be higher than those paid for the use of such airports and facilities by its national aircraft used in similar international services.

2. Lubricating oils, technical supplies for consumption, spare parts, tools, regular maintenance equipment and stores introduced into the territory of one Contracting Party by the other Contracting Party solely for use by aircraft of the latter Contracting Party shall be exempt, on the basis of reciprocity, from customs duties, inspection fees and other domestic taxes and charges.

3. Fuel, lubricating oils, other technical supplies for consumption, spare parts, regular equipment and stores retained on board aircraft of the designated airline of one Contracting Party shall be exempt on the basis of reciprocity, upon arriving in or leaving the territory of the other Contracting Party, from customs duties, inspection fees and other domestic taxes and charges even if such articles are used by such aircraft on flights within the said territory.

4. Fuel, lubricating oils, other technical supplies for consumption, spare parts, regular equipment and stores taken on board aircraft of the airlines of one Contracting Party on international service in the territory of the other Contracting Party shall be exempt, on the basis of reciprocity, from customs duties, tariffs, inspection fees and other domestic taxes and charges.

Article 8. The Contracting Parties agree that the designated airlines shall be accorded fair and reasonable treatment to ensure equal opportunity for the operation of agreed air services between the territories of the Contracting Parties.

Article 9. In the operation by the designated airline of either Contracting Party of the air services referred to in this Agreement, the interests of the airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the services provided by the latter airlines.

Article 10. 1. It is agreed that the services provided by a designated airline under this Agreement shall retain as principal objective the provision of air transport with capacity adequate to the requirements of traffic between the two countries.

2. The services provided by the designated airlines operating under this Agreement shall be closely related to the public demand for such services.

3. The right to take on or put down, in the operation of such services, international traffic to or from third countries at any point or points on the routes specified in the Route Schedule shall be exercised in accordance with the general principles of rational and orderly development, which both Contracting Parties accept, and shall be subject to the general principle that air transport capacity must be related to:

- (a) Traffic requirements between the country of origin and the countries of destination;
- (b) The requirements of through traffic; and
- (c) Traffic requirements of the area through which the airline passes, after local and regional services have been taken into account.

4. The two Contracting Parties agree to recognize that fifth-freedom traffic is complementary to the traffic needs on the routes between the territories of the Contracting Parties and is subsidiary with regard to the needs of third-freedom and fourth-freedom traffic between the territory of the other Contracting Party and a third country on the route.

5. With reference to this, both Contracting Parties recognize that the operation of local and regional services constitutes a legitimate right of the two Contracting Parties. Consequently they agree to consult each other periodically on the way in which the rules of this article are to be applied by their designated airlines in order to ensure that their interests in the local and regional services, as well as their continental services, will not be prejudiced.

6. Any change of gauge justified by reason of economy of operation shall be permitted at any point on the specified routes. However, no change of gauge may be made in the territory of the other Contracting Party where it would alter the operating pattern of through traffic or would be incompatible with the principles set forth in this Agreement.

7. Before any increase is made in the capacity offered or the frequency of service on one of the specified routes, notice shall be given not less than fifteen (15) days in advance by the aeronautical authorities of the Contracting Party concerned to the aeronautical authorities of the other Contracting Party. Should the latter Party consider such an increase to be unjustified in view of the volume of traffic on the route or to be detrimental to the interests of the airline designated by it, it may, within fifteen (15) days, request consultation with the other Contracting Party. Such consultation shall begin within thirty (30) days from the request, and the designated airlines shall be required to submit any information requested of them so as to facilitate a decision on the need or justification for the proposed increase. If no agreement is reached between the Contracting Parties within ninety (90) days from the date of the request for consultation, the question shall be submitted to arbitration in accordance with the provisions of article 13. In the meantime, the proposed increase may not be put into effect.

Article 11. 1. When a designated airline of one Contracting Party submits for consideration the rates for a flight from a point in the territory of one Contracting Party to another point in the territory of the other Contracting Party, taking into account through plane service on one aircraft, the rates shall be established at reasonable levels, due regard being paid to all relevant factors, such as costs of operation, reasonable profit, and the rates charged by any other carriers, as well as the characteristics of each service. Such rates shall be subject to the approval of the aeronautical authorities of the Contracting Parties, who shall act in accordance with their obligations under this Agreement within the limits of their legal powers.

2. Any rate proposed to be charged by a designated airline of either Contracting Party for carriage to or from the territory of the other Contracting Party, taking into account through plane service on one aircraft, shall be filed by such airline with the aeronautical authorities of the other Contracting Party at least forty-five (45) days before the proposed date of introduction unless the Contracting Party with whom the filing is to be made permits filing on shorter notice. The aeronautical authorities of each Contracting Party shall use their best efforts to ensure that the rates charged and collected conform to the rates filed with either Contracting Party, and that no carrier rebates any portion of such rates, by any means, directly or indirectly, including the payment of excessive sales commissions to agents or the use of unrealistic currency conversion rates.

3. It is recognized by both Contracting Parties that during any period for which either Party has approved the traffic conference procedures of the International Air Transport Association, or other associations of international air car-

riers, any rate agreements concluded through these procedures and involving airlines of that Contracting Party will be subject to the approval of that Contracting Party.

4. If a Contracting Party, on receipt of the notification referred to in paragraph 2 above, is dissatisfied with the rate proposed, it shall so inform the other Contracting Party at least thirty (30) days prior to the date proposed for such rate to come into effect and the Contracting Parties shall endeavour to reach agreement on the appropriate rate.

5. If a Contracting Party upon review of an existing rate charged for carriage to or from its territory by an airline of the other Contracting Party is dissatisfied with that rate, it shall so notify the other Contracting Party and the Contracting Parties shall endeavour to reach agreement on the appropriate rate.

6. In the event that an agreement is reached pursuant to the provisions of paragraph 4 or 5, each Contracting Party will exercise its best efforts to put such rate into effect.

7. (a) If under the circumstances set forth in paragraph 4, no agreement can be reached prior to the date that such rate would otherwise come into effect or

(b) If under the circumstances set forth in paragraph 5 no agreement can be reached prior to the expiry sixty (60) days from the date of notification:

then the Contracting Party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or the continuation of the service in question at the rate complained of, provided, however, that the Contracting Party raising the objection shall not require the charging of a rate higher than the lowest rate charged by its own airline or airlines for comparable service between the same pair of points.

It is agreed that the procedure provided for in paragraphs 4, 5 and 7 shall be applicable only in cases of irreconcilable difference of opinion between the airlines designated by the Contracting Parties or between the designated airline and the aeronautical authorities concerned. Normal cases involving the non-approval of tariffs as a result of a failure to comply with certain requirements on the part of the designated airline requesting approval or as a result of certain amendments to internal regulations may always be settled directly between the designated airline and the aeronautical authorities concerned.

8. When in any case under paragraphs 4 and 5 of this article the aeronautical authorities of the two Contracting Parties cannot agree within a period of six months upon the appropriate rate after consultation initiated by the complaint of one Contracting Party concerning the proposed rate or an existing rate of the airline or airlines of the other Contracting Party, upon the request of either, the terms of article 13 of this Agreement shall apply. In rendering its opinion, the arbitral tribunal shall be guided by the principles laid down in this article.

9. Unless otherwise agreed between the Contracting Parties, each Contracting Party undertakes to use its best efforts to ensure that any rate specified in terms of the national currency of one of the Contracting Parties will be established in an amount which reflects the effective exchange rate (including all exchange fees or other charges) at which the airlines of both Contracting Parties can convert and remit the revenues from their transport operations into the national currency of the other Contracting Party.

Article 12. 1. Consultation between the competent authorities of both Contracting Parties may be requested at any time by either Contracting Party for the pur-

pose of discussing the interpretation, application or amendment of this Agreement. Such consultation shall begin within a period of sixty (60) days from the date of the receipt of the request by the Ministry of Foreign Affairs and Worship of the Republic of Costa Rica or the Ministry of Foreign Affairs of the United Mexican States, as the case may be.

2. The amendments so agreed upon shall be set forth in an additional Protocol and shall enter into force after the two Contracting Parties have complied with their respective constitutional provisions and confirm that they have done so by means of exchange of diplomatic notes.

Article 13. 1. Except as otherwise provided in this Agreement, any dispute between the Contracting Parties relative to the interpretation or application of this Agreement which cannot be settled through consultation shall be submitted to an arbitral tribunal composed of three members, one designated by each of the Contracting Parties and the third by agreement by the first two members of the tribunal, on condition that the third member is not a national of either of the Contracting Parties.

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

3. If within the term indicated no agreement is reached concerning the third arbitrator, the post shall be filled by a person appointed for that purpose by the President of the Council of the International Civil Aviation Organization, in conformity with its practice.

4. The Contracting Parties undertake to comply with any decision rendered under this article. The arbitral tribunal shall decide upon the apportionment of the expenses entailed in this procedure.

Article 14. This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

Article 15. If a general multilateral air transport convention, accepted by both Contracting Parties, enters into force, this Agreement shall be amended in accordance with the procedure set forth in article 12, so as to conform with the provisions of such convention.

Article 16. Either Contracting Party may at any time notify the other Contracting Party of its intention to terminate this Agreement, in which case it shall be required to notify the International Civil Aviation Organization at the same time. The Agreement shall terminate six (6) months after the date of receipt of the notice of termination. If the other Contracting Party fails to acknowledge receipt, notice shall be deemed to have been received fourteen (14) days after receipt of such notice by the International Civil Aviation Organization.

Article 17. 1. This Agreement is subject to ratification. The instruments of ratification shall be exchanged as soon as possible at San José, Costa Rica.

2. This Agreement shall enter into force thirty (30) days following the exchange of the instruments of ratification.

Article 18. Unless one of the Parties gives notice of its intention to terminate it earlier under the provisions of article 16, this Agreement shall remain in force for a period of three years from the date of signature and may be renewed for successive three-year periods through the exchange of diplomatic notes.

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

DONE at Mexico City, in duplicate in the Spanish language, both texts being equally authentic, on 8 September 1966.

For the Government
of the United Mexican States:

[Signed]

ANTONIO CARRILLO FLORES
Minister for Foreign Affairs

For the Government
of the Republic of Costa Rica:

[Signed]

FERNANDO LARA BUSTAMANTE
Minister for Foreign Affairs
and Worship

ROUTE SCHEDULE

SECTION I

The airlines designated by the Government of the United Mexican States shall be entitled to operate air service on the routes specified, in both directions, and to make scheduled stops at the following intermediate points:

1. Mexico City – intermediate points – San José and beyond.
2. Mérida, Yucatán – intermediate points – San José and beyond.

NOTES:

1. The airline designated by the Government of the United Mexican States to operate route 1 shall have only fifth-freedom rights between a point in Central America and San José and vice versa, or between San José and a point in South America and vice versa.
2. The airline designated by the Government of the United Mexican States to operate route 2 shall not have fifth-freedom rights either to or from points in Costa Rican territory.
3. The airlines designated by the Government of the United Mexican States may omit, on any or all flights, intermediate points and points beyond on the specified routes.
4. The airlines designated by the Government of the United Mexican States to operate routes 1 and 2 of this Section shall not have stopover rights either from or to points in Costa Rican territory.

SECTION II

The airlines designated by the Government of the Republic of Costa Rica shall be entitled to operate air services on the routes specified, in both directions, and to make scheduled stops at the following intermediate points:

1. San José – intermediate points – Mexico City and beyond.
2. San José – intermediate points – Mérida, Yucatán and beyond.

NOTES:

1. The airline designated by the Government of the Republic of Costa Rica to operate route 1 shall have only fifth-freedom rights between San Salvador and Mexico City and vice versa.

2. The airline designated by the Government of the Republic of Costa Rica to operate route 2 shall not have fifth-freedom rights to or from points in Mexican territory.

3. The airlines designated by the Government of the Republic of Costa Rica may omit on any or all flights, intermediate points and points beyond on the specified routes.

4. The airlines designated by the Government of the Republic of Costa Rica to operate routes 1 and 2 of this Section shall not have stop-over rights either from or to points in Mexican territory.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED MEXICAN STATES AND THE GOVERNMENT OF THE REPUBLIC OF COSTA RICA AMENDING THE AIR TRANSPORT AGREEMENT OF 8 SEPTEMBER 1966²

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD¹ ENTRE LE GOUVERNEMENT DES ÉTATS-UNIS DU MEXIQUE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU COSTA RICA MODIFIANT L'ACCORD RELATIF AUX TRANSPORTS AÉRIENS DU 8 SEPTEMBRE 1966²

I

[SPANISH TEXT — TEXTE ESPAGNOL]

SECRETARÍA DE RELACIONES EXTERIORES
MÉXICO

San José, a 21 de noviembre de 1979

No. 1130/369.4^o79^o

Señor Ministro:

Tengo el honor de referirme al Convenio sobre Transporte Aéreo entre el Gobierno de los Estados Unidos Mexicanos y el Gobierno de la República de Costa Rica, suscrito en la Ciudad de México, el 8 de septiembre de 1966.

Como es del conocimiento de Vuestra Excelencia, las negociaciones que se celebraron en la ciudad de San José del 15 al 17 de octubre de 1979, entre Representantes del Gobierno de los Estados Unidos Mexicanos y del Gobierno de la República de Costa Rica, concluyeron con el acuerdo de que el Convenio sobre Transporte Aéreo debería de modificarse de la siguiente forma:

“A. Se incorporará un nuevo Artículo al texto del Convenio sobre Transportes Aéreos vigente entre los Estados Unidos Mexicanos y la República de Costa Rica con el número 11 *bis*, cuyo texto es el siguiente:

Artículo 11 bis. Cada Parte Contratante se compromete a asegurar a la empresa designada de la otra Parte Contratante, la libre transferencia al cambio oficial de los excedentes de los ingresos respecto a los gastos, obtenidos en su territorio como resultado del transporte de pasajeros, equipajes, correo y mercancías realizados por la empresa de transporte aéreo designada por la otra Parte Contratante. Las transferencias entre las Partes Contratantes, cuando se hayan reguladas por un convenio especial, se efectuarán de acuerdo con el mismo.

¹ Came into force on 24 November 1980 by an exchange of notes by which the Contracting Parties informed each other of its approval, in accordance with the provisions of the said notes.

² See p. 103 of this volume.

¹ Entré en vigueur le 24 novembre 1980 par un échange de notes par lequel les Parties contractantes se sont informées de son approbation, conformément aux dispositions desdites notes.

² Voir p. 112 du présent volume.

Esta modificación entrará en vigor en la fecha en que se efectúe un Canje de Notas adicional por medio del cual las Partes Contratantes se comuniquen haber obtenido la aprobación que cada una de ellas requiera de acuerdo con sus respectivos procedimientos constitucionales.

Aprovecho la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

PILAR SALDÍVAR
Embajadora

Al Excelentísimo
Señor Licenciado Rafael Angel Calderón Fournier
Ministro de Relaciones Exteriores y Culto
de la República de Costa Rica
Presente

[TRANSLATION]

SECRETARIAT OF FOREIGN AFFAIRS
MEXICO

San José, 21 November 1979

No. 1130/369.4⁷⁹

Dear Sir,

I have the honour to refer to the Air Transport Agreement between the Government of the United Mexican States and the Government of the Republic of Costa Rica, which was signed at Mexico City, on 8 September 1966.¹

As you know, the negotiations which took place in San José from 15 to 17 October 1979, between representatives of the Government of the United Mexican States and those of the Government of the Republic of Costa Rica, concluded with an agreement that the Air Transport Agreement should be amended as follows:

“A. A new article, article 11 *bis*, shall be inserted in the Air Transport Agreement currently in force between the United Mexican States and the Republic of Costa Rica, the text of which shall read as follows:

[TRADUCTION]

SECRETARIAT DES RELATIONS EXTÉRIEURES
MEXICO

San José, le 21 novembre 1979

Nº 1130/369.4⁷⁹

Monsieur le Ministre,

J'ai l'honneur de me référer à l'Accord entre le Gouvernement des Etats-Unis du Mexique et le Gouvernement de la République du Costa Rica relatif aux transports aériens, conclu à Mexico le 8 septembre 1966¹.

Comme Votre Excellence ne l'ignore pas, les négociations qui se sont tenues à San José du 15 au 17 octobre 1979 entre les représentants du Gouvernement des Etats-Unis du Mexique et ceux du Gouvernement de la République du Costa Rica ont abouti à un accord, aux termes duquel il conviendrait de modifier l'Accord relatif aux transports aériens de la manière suivante :

«A. Il conviendra d'insérer un nouvel article au texte de l'Accord relatif aux transports aériens conclu entre les Etats-Unis du Mexique et la République du Costa Rica, article qui portera le nº 11 *bis* et dont le texte est le suivant :

¹ See p. 103 of this volume.

¹ Voir p. 112 du présent volume.

Article 11 bis. Each Contracting Party undertakes to guarantee that the designated carrier of the other Contracting Party may freely remit, at the official rate of exchange, any surplus of income over expenditure obtained in its territory from the transport of passengers, baggage, mail and goods performed by the air carrier designated by the other Contracting Party. Remittances between Contracting Parties, when regulated by a special agreement, shall be effected in accordance with such agreement.

B. The Route Schedule shall be replaced by the following:

ROUTE SCHEDULE

SECTION I

The airline designated by the Government of the United Mexican States shall be entitled to operate air services on the routes specified, in both directions, and to make scheduled stops at the points specified in this paragraph.

- A. Mexico City – an intermediate point in Central America – San José and beyond to Panama and/or beyond to a point in South America.
- B. Mérida, Cozumel, Cancún, a point in Central America – San José and beyond to Panama and/or South America.

SECTION II

The airline designated by the Republic of Costa Rica shall be entitled to operate air services on the routes specified, in both directions, and to make scheduled stops at the points specified in this paragraph.

- A. San José – an intermediate point in Central America – Mexico City and beyond to Los Angeles, California, in the United States of America.
- B. San José – an intermediate point in Central America – Mérida or Cozumel or Cancún and beyond to Dallas, Fort

Article 11 bis. Chaque Partie contractante s'engage à garantir à l'entreprise désignée de l'autre Partie contractante le libre transfert, au taux de change officiel, de l'excédent de ses recettes sur ses dépenses résultant du transport de passagers, de bagages, de courrier ou de fret effectué par l'entreprise considérée. Dès qu'un accord spécial en aura fixé le régime, les transferts entre les Parties contractantes se feront conformément à cet accord.

B. Le Tableau des routes est remplacé par le tableau suivant :

TABLEAU DES ROUTES

SECTION I

L'entreprise désignée par le Gouvernement des Etats-Unis du Mexique aura le droit d'exploiter les routes ci-après dans les deux sens, et de faire régulièrement escale aux points intermédiaires indiqués ci-dessous.

- A. Mexico – un point intermédiaire en Amérique centrale – San José (Costa Rica) et points au-delà au Panama et éventuellement en Amérique du Sud.
- B. Mérida, Cozumel, Cancún, un point en Amérique centrale – San José (Costa Rica) et points au-delà au Panama et éventuellement en Amérique du Sud.

SECTION II

L'entreprise désignée par le Gouvernement de la République du Costa Rica aura le droit d'exploiter les routes ci-après dans les deux sens, et de faire régulièrement escale aux points intermédiaires indiqués ci-dessous.

- A. San José (Costa Rica) – un point intermédiaire en Amérique centrale – Mexico et au-delà vers Los Angeles (Californie) [Etats-Unis d'Amérique].
- B. San José (Costa Rica) – un point intermédiaire en Amérique centrale – Mérida ou Cozumel ou Cancún et

Worth or New Orleans in the United States of America.

SECTION III. MODE OF OPERATION

1. The designated airlines may omit the intermediate point and points beyond on any of their flights, in one or in both directions, provided that one point of departure in the country of origin of the designated airline is included on each flight.

2. Traffic rights of the third, fourth and fifth freedoms, granted in accordance with article 2 of the Agreement, shall be exercised as determined by the aeronautical authorities of the Contracting Parties.

3. The capacity offered on agreed services shall be determined in advance, in accordance with the provisions of article 10 of the Agreement.

4. Every effort shall be made to ensure that the operating schedules for agreed services are drawn up jointly by the designated airlines of the two Contracting Parties in such a way as best to meet public service needs; they shall be submitted to the aeronautical authorities of the two Contracting Parties for approval, at least 30 days prior to their entry into force.

5. The Contracting Parties, with the firm intention of promoting closer co-operation between the designated airlines, undertake to recommend to their respective airlines that they draw up co-operation agreements in the commercial, technical, economic and other fields so as to enhance operation of the agreed air services."

The Government of the United Mexican States considers the aforesaid amendment appropriate and proposes to your Government that the Agreement in question be amended as outlined above.

If the Government of the Republic of Costa Rica agrees with the wording of this note, I propose that this note and your reply notifying us of your Government's agreement should constitute an

points au-delà vers Dallas, Fort Worth ou La Nouvelle-Orléans (Etats-Unis d'Amérique).

SECTION III. MODALITÉS D'EXPLOITATION

1. Les entreprises désignées pourront ne pas faire escale à l'un des points intermédiaires ou l'un des points dits «au-delà» à l'occasion de n'importe quel vol et dans n'importe quel sens, à condition qu'un point de départ situé dans le pays d'origine de l'entreprise considérée soit desservi à chaque vol.

2. Les droits relevant des troisième, quatrième et cinquième libertés, accordés en vertu de l'article 2 de l'Accord, s'exerceront selon les modalités fixées par les autorités aéronautiques des deux Parties contractantes.

3. La capacité offerte des services convenus sera déterminée à l'avance, conformément aux dispositions de l'article 10 de l'Accord.

4. Les horaires d'exploitation des services convenus seront, dans toute la mesure possible, établis par entente entre les entreprises désignées par les deux Parties contractantes et de manière à satisfaire au mieux aux exigences du service public, avant d'être présentés pour approbation aux autorités aéronautiques de chaque Partie contractante 30 jours au moins avant leur entrée en vigueur.

5. Les Parties contractantes, fermement résolues à favoriser le rapprochement des entreprises désignées, s'engagent à recommander à chacune d'elles de négocier avec les autres des accords de coopération dans les domaines commercial, technique, économique, etc., pour améliorer l'exploitation des services convenus.»

Le Gouvernement des Etats-Unis du Mexique juge bienvenue cette modification et propose au Gouvernement de Votre Excellence d'amender l'Accord dans le sens indiqué.

Si le Gouvernement de la République du Costa Rica approuve les termes de la présente note, je propose à Votre Excellence que la présente note et celle dans laquelle votre gouvernement nous signi-

amendment to the Air Transport Agreement as outlined herein.

This amendment shall enter into force on the date of an additional exchange of notes whereby the Contracting Parties shall notify one another that they have obtained the approval which they each require, in accordance with their respective constitutional procedures.

I take this opportunity, etc.

PILAR SALDÍVAR
Ambassador

His Excellency
Mr. Rafael Angel Calderón Fournier
Minister for Foreign Affairs
and Worship of the Republic
of Costa Rica

By hand

fiera son acceptation constituent un amendement à l'Accord relatif aux transports aériens.

Cet amendement entrera en vigueur à la date de l'échange de notes supplémentaire par lequel les Parties contractantes s'informeront réciproquement de l'achèvement des procédures constitutionnelles nécessaires.

Je saisis cette occasion, etc.

PILAR SALDÍVAR
Ambassadrice

Son Excellence
M. Rafael Angel Calderón Fournier
Ministre des relations extérieures
et du culte de la République
du Costa Rica

En main propre

II

[SPANISH TEXT — TEXTE ESPAGNOL]

EL MINISTRO DE RELACIONES EXTERIORES
SUBDIRECCIÓN GENERAL DE POLÍTICA EXTERIOR

San José, 23 de noviembre de 1979

No. 943 PE-SD

Señora Embajadora:

Tengo el honor de contestar la Nota de Vuestra Excelencia No. 1130/369.4"79" de fecha 21 de noviembre de 1979, la que dice:

[See note I — Voir note I]

Tengo el honor de comunicar a Vuestra Excelencia la conformidad del Gobierno de Costa Rica con las anteriores propuestas. En consecuencia, la Nota arriba transcrita, conjuntamente con la presente respuesta constituyen un Acuerdo sobre la materia entre nuestros dos Gobiernos.

Aprovecho la oportunidad para reiterar a la señora Embajadora las seguridades de mi más distinguida consideración.

[Signed — Signé]

RAFAEL ANGEL CALDERÓN FOURNIER
Ministro de Relaciones Exteriores

Excelentísima
Señora Pilar Saldívar
Embajadora de México
Ciudad

[TRANSLATION]

MINISTER FOR FOREIGN AFFAIRS
OFFICE OF THE ASSISTANT DIRECTOR
FOR FOREIGN POLICY

San José, 23 November 1979

No. 943 PE-SD

Madam,

I have the honour to reply to your note No. 1130/389.4“79”, dated 21 November 1979, which reads as follows:

[See note I]

I have the honour to inform you that the Government of Costa Rica accepts the above proposals. Accordingly, your note and this reply shall constitute an Agreement on the subject between our two Governments.

I take this opportunity, etc.

[Signed]

RAFAEL ANGEL CALDERÓN FOURNIER
Minister of Foreign Affairs

Her Excellency
Mrs. Pilar Saldívar
Ambassador of Mexico
San José

[TRADUCTION]

LE MINISTRE DES RELATIONS EXTÉRIEURES
SOUS-DIRECTION GÉNÉRALE
DE LA POLITIQUE EXTÉRIEURE

San José, le 23 novembre 1979

Nº 943 PE-SD

Madame l'Ambassadrice,

J'ai l'honneur de répondre à la note de Votre Excellence n° 1130/369.4“79” datée du 21 novembre 1979, qui se lit comme suit :

[Voir note I]

J'ai l'honneur de faire savoir à Votre Excellence que le Gouvernement du Costa Rica accepte les propositions qui précèdent. En conséquence, la note susmentionnée et la présente réponse constituent un accord en la matière entre nos deux gouvernements.

Je saisis cette occasion, etc.

Le Ministre des relations extérieures,

[Signé]

RAFAEL ANGEL CALDERÓN FOURNIER

Son Excellence
Madame Pilar Saldívar
Ambassadrice du Mexique
San José

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED MEXICAN STATES AND THE GOVERNMENT OF THE REPUBLIC OF COSTA RICA AMENDING THE AIR TRANSPORT AGREEMENT OF 8 SEPTEMBER 1966,² AS AMENDED³

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD¹ ENTRE LE GOUVERNEMENT DES ÉTATS-UNIS DU MEXIQUE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU COSTA RICA MODIFIANT L'ACCORD RELATIF AUX TRANSPORTS AÉRIENS DU 8 SEPTEMBRE 1966², TEL QUI MODIFIÉ³

I

[SPANISH TEXT — TEXTE ESPAGNOL]

SECRETARÍA DE RELACIONES EXTERIORES
MÉXICO

728.6.0/369.4
Núm. 1075

San José, a 11 de agosto de 1982

Señor Ministro:

Tengo a honra referirme al Convenio sobre Transporte Aéreo entre el Gobierno de los Estados Unidos Mexicanos y el Gobierno de la República de Costa Rica, del 8 de septiembre de 1966, tal como fue enmendado por canje de notas del 21 y 23 de noviembre de 1979.

Como es del conocimiento de Vuestra Excelencia, con fecha 6 de mayo del presente año, se celebraron conversaciones entre representantes del Gobierno de los Estados Unidos Mexicanos y del Gobierno de la República de Costa Rica, en las que se concluyó que era conveniente modificar el cuadro de rutas del Convenio sobre Transporte Aéreo, tal como fue enmendado en 1979, de la siguiente forma:

1. El Párrafo B de la Sección I del citado cuadro de rutas se substituye por el siguiente:
 - B. Mérida, Cozumel, Cancún – dos puntos en Centroamérica – San José de Costa Rica y más allá a Panamá y/o Sudamérica.
2. El Párrafo B de la Sección II del citado cuadro de rutas se substituye por el siguiente:
 - B. San José de Costa Rica – dos puntos intermedios en Centroamérica – Mérida, Cozumel, Cancún y más allá a Dallas/Fort Worth o Nueva Orleans en los Estados Unidos de América.

¹ Came into force on 7 February 1983 by an exchange of notes (effected on 28 January and 7 February 1983) by which the Contracting Parties informed each other of its approval, in accordance with the provisions of the said notes.

² See p. 103 of this volume.

³ See p. 121 of this volume.

¹ Entré en vigueur le 7 février 1983 par un échange de notes (effectué les 28 janvier et 7 février 1983) par lequel les Parties contractantes se sont informées de son approbation, conformément aux dispositions desdites notes.

² Voir p. 112 du présent volume.

³ Voir p. 121 du présent volume.

Si lo anterior es aceptable para el Gobierno de Costa Rica, propongo a Vuestra Excelencia que esta nota y la de respuesta, en la que comunique la aceptación de su Gobierno, constituyan una modificación al cuadro de rutas anexo al Convenio sobre Transporte Aéreo vigente entre nuestros dos países, en los términos antes señalados, y la cual entrará en vigor en la fecha en que se efectúe un canje de notas adicional por medio del cual las partes se comuniquen haber obtenido la aprobación que cada una de ellas requiera de acuerdo con sus respectivos procedimientos constitucionales.

Aprovecho la oportunidad para reiterarle, Señor Ministro, las seguridades de mi más atenta y distinguida consideración.

PILAR SALDÍVAR
Embajadora

Al Excelentísimo Señor Licenciado Fernando Volio
Ministro de Relaciones Exteriores y Culto
de Costa Rica
Presente

[TRANSLATION]

SECRETARIAT OF FOREIGN AFFAIRS
OF MEXICO

728.6.0/369.4
No. 1075

San José, 11 August 1982

Sir,

I have the honour to refer to the Air Transport Agreement between the Government of the United Mexican States and the Government of the Republic of Costa Rica, of 8 September 1966¹, as amended by the exchange of notes of 21 and 23 November 1979.²

As you know, on 6 May 1982, representatives of the Government of the United Mexican States and representatives of the Government of the Republic of Costa Rica held talks at which it was agreed that it would be appropriate to amend the route schedule of the Air Transport Agreement, as amended in 1979, in the following manner:

1. Section I, paragraph B, of the aforesaid route schedule shall be replaced by the following text:

[TRADUCTION]

SECÉTARIAT DES RELATIONS EXTÉRIEURES
MEXICO

728.6.0/369.4
N° 1075

San José, 11 août 1982

Monsieur le Ministre,

J'ai l'honneur de me référer à l'Accord entre le Gouvernement des Etats-Unis du Mexique et le Gouvernement de la République du Costa Rica relatif aux transports aériens, conclu le 8 septembre 1966¹, tel qu'il a été amendé par l'échange de notes des 21 et 23 novembre 1979².

Votre Excellence n'ignore pas les pourparlers qui se sont déroulés le 6 mai passé entre les représentants du Gouvernement des Etats-Unis du Mexique et ceux du Gouvernement de la République du Costa Rica; ces pourparlers ont fait apparaître qu'il serait séant de modifier le tableau des routes de l'Accord, tel qu'amendé en 1979, de la façon suivante :

1. Remplacer le paragraphe B de la section I par le texte suivant :

¹ See p. 103 of this volume.

² See p. 121 of this volume.

¹ Voir p. 112 du présent volume.

² Voir p. 121 du présent volume.

B. Mérida, Cozumel, Cancún – two points in Central America – San José and beyond to Panama and/or South America.

2. Section II, paragraph B, of the route schedule shall be replaced by the following text:

B. San José – two intermediate points in Central America – Mérida, Cozumel, Cancún and beyond to Dallas, Fort Worth or New Orleans in the United States of America.

If the above is acceptable to the Government of Costa Rica, I propose that this note and your reply notifying me of your Government's agreement, should constitute an amendment to the route schedule annexed to the Air Transport Agreement in effect between our two countries as outlined above, and that it should come into force on the date of an additional exchange of notes whereby the Parties shall notify one another that they have obtained the approval they each need in accordance with their respective constitutional procedures.

I take this opportunity, etc.

PILAR SALDÍVAR
Ambassador

His Excellency
Mr. Fernando Volio
Minister for Foreign Affairs
and Worship of Costa Rica
San José

B. Mérida, Cozumel, Cancún – deux points en Amérique centrale – San José (Costa Rica) et points au-delà au Panama et éventuellement en Amérique du Sud.

2. Remplacer le paragraphe B de la section II par le texte suivant :

B. San José (Costa Rica) – deux points intermédiaires en Amérique centrale – Mérida, Cozumel, Cancún et points au-delà vers Dallas-Fort Worth ou la Nouvelle-Orléans (Etats-Unis d'Amérique).

Si la proposition qui précède rencontre l'agrément du Gouvernement du Costa Rica, je proposerai à Votre Excellence que la présente note et la réponse dans laquelle votre gouvernement nous fera part de son acceptation constituent un amendement au tableau des routes annexé à l'Accord relatif aux transports aériens en vigueur entre nos deux pays; cette modification entrera en vigueur à la date de l'échange de notes complémentaire par lequel les Parties s'informeront réciproquement de l'achèvement des procédures constitutionnelles nécessaires.

Je saisis cette occasion, etc.

PILAR SALDÍVAR
Ambassadrice

Son Excellence
Monsieur Fernando Volio
Ministre des relations extérieures
et du culte du Costa Rica
San José

II

[SPANISH TEXT — TEXTE ESPAGNOL]

REPÚBLICA DE COSTA RICA
 MINISTERIO DE RELACIONES EXTERIORES Y CULTO
 Departamento de Tratados — Política Exterior

No. 109 DT-PE

San José, 17 de agosto de 1982

Señorita Embajadora:

Tengo el honor de contestar la Nota de Vuestra Excelencia 728.6.0/369.4 No. 1075 de fecha 11 de agosto de 1982, que dice:

[See note I — Voir note I]

Me es grato comunicar la aceptación del Gobierno de Costa Rica de la proposición anterior.

En consecuencia, la presente Nota y la Nota de Vuestra Excelencia transcrita arriba, constituyen un Acuerdo entre nuestros dos países que entrará en vigencia a partir de la fecha.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más distinguida consideración.

[Signed — Signé]

FERNANDO VOLIO JIMÉNEZ
 Ministro de Relaciones Exteriores y Culto

Excelentísima señorita Pilar Saldívar
 Embajadora de los Estados Unidos de México
 Ciudad

[TRANSLATION]

REPUBLIC OF COSTA RICA
 MINISTRY OF FOREIGN AFFAIRS
 AND WORSHIP
 Department of Treaties —
 Foreign Policy

No. 109 DT-PE

San José, 17 August 1982

Madam,

I have the honour to reply to your note 728.6.0/369.4 No. 1075, dated 11 August 1982, which reads as follows:

[See note I]

[TRADUCTION]

RÉPUBLIQUE DU COSTA RICA
 MINISTÈRE DES RELATIONS EXTÉRIEURES
 ET DU CULTE
 Département des traités —
 Politique extérieure

N° 109 DT-PE

San José, le 17 août 1982

Madame l'Ambassadrice,

J'ai l'honneur de répondre à la note de Votre Excellence 728.6.0/369.4 n° 1075, en date du 11 août 1982, qui se lit comme suit :

[Voir note I]

I am pleased to inform you that the Government of Costa Rica accepts the above proposal.

Accordingly, the aforesaid note and this reply shall constitute an Agreement between our two countries that shall come into force as of this date.

I take this opportunity, etc.

[Signed]

FERNANDO VOLIO JIMÉNEZ
Minister for Foreign Affairs
and Worship

Her Excellency
Miss Pilar Saldívar
Ambassador of the United Mexican States
San José

J'ai le plaisir de vous informer que le Gouvernement du Costa Rica accepte la proposition qui précède.

En conséquence, la note de Votre Excellence mentionnée ci-dessus et la présente note constituent un accord entre nos deux pays, qui entrera en vigueur à la date d'aujourd'hui.

Je saisis cette occasion, etc.

[Signé]

FERNANDO VOLIO JIMÉNEZ

Son Excellence
Mlle Pilar Saldívar
Ambassadrice des Etats-Unis du Mexique
San José