

No. 23017

**MEXICO
and
BELGIUM**

**Air Transport Agreement (with route schedules). Signed at
Mexico City on 21 October 1965**

Authentic texts: Spanish, French and Dutch.

Registered by Mexico on 26 July 1984.

**MEXIQUE
et
BELGIQUE**

**Convention sur les transports aériens (avec tableaux de
routes). Signée à Mexico le 21 octobre 1965**

Textes authentiques : espagnol, français et néerlandais.

Enregistrée par le Mexique le 26 juillet 1984.

[TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED MEXICAN STATES AND THE GOVERNMENT OF THE KINGDOM OF BELGIUM

The Government of the United Mexican States and the Government of the Kingdom of Belgium,

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

Considering that the potentialities 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 still further 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 an equitable basis of equality and reciprocity, regular air services between the two countries, in order to achieve 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 decided to conclude an air transport agreement and, to this end, have appointed as their plenipotentiaries:

The Government of the United Mexican States, His Excellency Mr. Antonio Carrillo Flores, Secretary for External Relations; and

The Government of the Kingdom of Belgium, His Excellency Mr. Ernest Adam, Secretary of State for Development Co-operation and External Trade, Deputy to the Minister for Foreign Affairs;

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

Article 1. For the purposes of this Agreement:

A. The term "Agreement" means this Agreement and the route schedule annexed hereto;

B. The term "aeronautical authorities" means: in the case of the United Mexican States, the Ministry of Communications and Transport or any person or body authorized to perform the functions at present exercised by the Ministry of Communications and Transport; and, in the case of Belgium, the Ministry of Communications (Aviation Administration) or any other person or body authorized to perform the functions at present exercised by the Ministry of Communications (Aviation Administration);

¹ Came into force provisionally on 21 October 1965, the date of signature, and definitively on 14 May 1975, the date of the exchange of the instruments of ratification, which took place at Brussels, in accordance with article 20.

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.

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

D. The term "designated airline" means an airline the name of which has been communicated by the aeronautical authorities of one Contracting Party to the aeronautical authorities of the other Contracting Party as being the airline which will operate a route or routes specified in the route schedule annexed to the Agreement;

E. The term "territory", referring to a State, means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection, jurisdiction or trusteeship of the said State;

F. The term "air service" means any schedules air service operated by aircraft for the public transport of passengers, cargo or mail;

G. The term "international air service" means an air service which passes through the airspace over the territory of more than one State;

H. The term "stop for non-traffic purposes" (technical stop) means a landing for any purpose other than taking on or discharging passengers, cargo or mail;

I. The term "capacity of an aircraft" means the payload of an aircraft expressed in terms of the number of seats for passengers and the weight of cargo and mail;

J. The term "capacity offered" means the total capacity of the aircraft utilized for the operation of each of the agreed air services, multiplied by the frequency with which the said aircraft operate over a given period;

K. The term "air route" means the scheduled route to be followed by an aircraft assigned to regular air service;

L. The term "specified route" means the route described in the route schedule annexed to this Agreement;

M. The term "passenger load factor" means 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 over the same period;

N. The term "frequency" means the number of round trips over a given period that an airline operates on a specified route;

O. The term "change of gauge" means the substitution of one aircraft for another of different capacity on a specified route;

P. The term "scheduled flights" means the flights made by the designated airlines on specified routes in accordance with the authorized time-tables; and

Q. The term "through service" means the service operated by an airline, without a change of aircraft, from a point in the territory of one Contracting Party to another point in the territory of the other Contracting Party and beyond the points specified.

Article 2. Each Contracting Party grants to the other Contracting Party the necessary rights for the provision of air services by the designated airlines, as follows: the right of transit, the right to make technical stops and the right of entry and departure for commercial flights carrying international traffic in passengers, cargo and mail at the points in its territory named on each of the

routes specified in the appropriate paragraph of the annexed route schedule. The fact that such rights may not be exercised immediately shall not preclude the subsequent inauguration of air services by the airlines of the Contracting Party to which such rights are granted over the routes specified in the said route schedule. In no case shall the aforementioned rights imply the right to combine specified routes.

Article 3. Air service on a specified route may be inaugurated by the designated airline immediately or at a later date, at the option of the Contracting Party to which the rights are granted, after the other Contracting Party has given the necessary authorization. That other Party is obliged to give such authorization, provided that the designated airline meets the requirements imposed by the competent aeronautical authorities of the said Party, in accordance with the laws and regulations normally applied by those authorities.

Article 4. Each Contracting Party reserves the right to withhold or revoke authorization for the operation of an air service by the airline designated by the other Party if it is not satisfied that substantial ownership and effective control of that airline are vested in nationals of the other Party, or if the airline fails to comply with the laws and regulations referred to in this Agreement, or if the airline or the Government designating it ceases to fulfil the conditions under which the rights are accorded or the conditions stipulated in the authorization granted.

Article 5. A. The laws and regulations of one Party relating to the admission to or departure from its territory of aircraft operated on international air services, or relating to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline or airlines designated by the other Party and shall be complied with by such aircraft on entering or departing from, and while within, the territory of the first Party.

B. The laws and regulations of one Party relating to the admission to or departure from its territory of the passengers, crew or cargo of aircraft, such as regulations governing entry, clearance, immigration, passports, customs and quarantine, shall be complied with by such passengers, crew or cargo of the other Party, or by agents acting on their behalf, on entry into or departure from, or while within, the territory of the first Party.

Article 6. Certificates of airworthiness, certificates of competency and licences issued or validated by one Party and still in force shall be recognized as valid by the other 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. (a) Each Party may impose or permit to be imposed on aircraft of the other Party fair and reasonable charges for the use of airports, services and installations. The Parties agree, however, that the charges shall not be higher than those paid for the use of such airports, services and installations by their respective national aircraft used in similar international service.

(b) Lubricating oils, technical supplies for consumption, spare parts, tools and special equipment for maintenance work, as well as stores, introduced into

the territory of one Party by the other Party solely for use by aircraft of the latter Party, shall be exempt, on a basis of reciprocity, from customs duties, inspection fees and other federal, state and municipal duties and taxes.

(c) Fuel, lubricating oils, other technical supplies for consumption, spare parts, standard equipment and stores retained on board aircraft of the designated airlines shall be exempt, on a basis of reciprocity, from customs duties, inspection fees and other federal, state and municipal duties and taxes on arrival in or departure from the territory of the other Party, even if such articles are used or consumed by such aircraft on flights within the said territory.

(d) Fuel, lubricating oils, other technical supplies for consumption, spare parts, standard equipment and stores taken on board aircraft of the airlines of one Party in the territory of the other Party and used in international service shall be exempt, on a basis of reciprocity, from customs duties, excise taxes, inspection fees and other federal, state and municipal taxes and charges.

Article 8. The 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 Parties.

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

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

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

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 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 route passes, after local and regional services have been taken into account.

The 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.

With reference to the above provisions, the Contracting Parties recognize that the development of local and regional services constitutes a legitimate right of their respective countries. Consequently, they agree to consult each other

periodically on the way in which the rules of this article are to be applied by their respective designated airlines in order to ensure that their interests in local and regional service, as well as their continental service, will not be prejudiced.

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.

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 be initiated within thirty (30) days from the request, and the designated airlines shall be required to submit any information requested of them so as to enable the need or justification for the proposed increase to be determined. If no agreement is reached between the 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 shall not be put into effect.

Article 11. 1. All the tariffs charged by an airline of one Contracting Party to or from points in the territory of the other Contracting Party, bearing in mind that the service shall be operated by the same aircraft of that airline, shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit and the tariffs of other airlines, as well as the characteristics of each service. The said tariffs shall be subject to approval by the aeronautical authorities of the Contracting Parties, which must act in accordance with their obligations under this Agreement within the limits of their legal competence.

2. Any tariff proposed by an airline of either Contracting Party in respect of traffic to or from points in the territory of the other Contracting Party, bearing in mind that the service shall be operated by the same aircraft of that airline, must be submitted by the airline, if required, to the aeronautical authorities of the other Contracting Party at least forty-five (45) days before the date proposed for its introduction unless the Contracting Party to which submission is made permits shorter notice. The aeronautical authorities of each Contracting Party shall make every effort to ensure that the tariffs charged are in accordance with the tariffs submitted to either one of the Contracting Parties and that there is no reimbursement whatsoever by any airline of any part of such tariffs, whether direct or indirect, including the payment of excessive commissions to agents or the use of artificial exchange rates in the conversion of currencies.

3. The Contracting Parties agree that, during any period in which either Contracting Party has approved the procedures of the Traffic Conference of the International Air Transport Association or other international airline associations, any agreement on tariffs concluded under such procedures and involving airlines of a Contracting Party shall be subject to the approval of that Contracting Party.

4. If one Contracting Party, on receiving the notification referred to in paragraph 2 above, disagrees with the proposed tariff, it shall so inform the other Contracting Party at least thirty (30) days before the date on which the said tariff would otherwise enter into force, and the Contracting Parties shall seek to reach agreement on an appropriate tariff.

5. If one Contracting Party, on reviewing an existing tariff of an airline of the other Contracting Party in respect of traffic to or from the territory of the first Party, bearing in mind that the service shall be operated by the same aircraft of that airline, disagrees with the tariff, it shall so notify the other Contracting Party and the Parties shall endeavour to reach agreement on an appropriate tariff as promptly as possible and in any event within sixty (60) days of the notification.

6. Where agreement is reached in accordance with the provisions of paragraphs 4 or 5, each Contracting Party shall make every effort to introduce the said tariff.

7. (a) If, in the circumstances referred to in paragraph 4, it has not proved possible to reach agreement by the date on which the tariff is due to enter into effect, or

(b) If, in the circumstances referred to in paragraph 5, it has not proved possible to reach agreement within sixty (60) days of the date of notification,

the Contracting Party which objected to the tariff may adopt any measures it considers necessary to prevent the inauguration or continuation of the service in question at the tariff complained of, provided that the Contracting Party making the objection does not require the tariff to be higher than the lowest tariff charged by its own airline or airlines for similar services between the same two points.

It is understood that the procedure provided for in paragraphs 4 and 5 and this paragraph shall be applicable only in cases of extreme conflict between the airlines designated by the Contracting Parties or between the designated airline and the aeronautical authorities concerned. Normal cases in which approval of tariffs is withheld because of failure to comply with certain requirements on the part of the airline seeking approval or because of the modification of 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 Contracting Parties are unable to reach agreement within a period of six months on an appropriate tariff, after the consultation initiated by the complaint of one Contracting Party in respect of the proposed tariff or an existing tariff of the airline or airlines of the other Contracting Party, the provisions of article 13 of this Agreement shall be applied at the request of either Contracting Party.

9. Unless otherwise agreed between the Parties, each Contracting Party undertakes to adopt all necessary measures to ensure that any tariff denominated in the national currency of one Party is established in an amount which reflects an effective exchange rate (including all foreign exchange commissions and other charges) at which the airlines of each Party can convert and remit income from their transport operations in the national currency of the other Contracting Party.

Article 12. Consultation between the competent authorities of the Contracting Parties for the purpose of discussing the interpretation, application or

amendment of this Agreement may be requested at any time by either Party. Such consultation shall begin within a period of sixty (60) days from the date of receipt of the request made by the Ministry of Foreign Affairs of the United Mexican States or by the Ministry of Foreign Affairs of Belgium, as the case may be. If an agreement to amend the Agreement is reached, such agreement shall be formalized by means of an exchange of diplomatic notes.

The amendments so agreed shall enter into force provisionally with effect from the date of the exchange of notes, and definitively on the date determined by the Contracting Parties, once they have obtained the approval required under their respective constitutional procedures, in a further exchange of notes.

Article 13. 1. Except as otherwise provided in this Agreement or its route schedule, any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or its route schedule which cannot be settled through consultation shall be submitted to an arbitral tribunal composed of three members, one of whom shall be designated by each of the Contracting Parties and the third by agreement between 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 of the date of delivery by either Contracting Party to the other of a diplomatic note requesting the settlement of a dispute by arbitration; the third arbitrator shall be designated within thirty (30) days of the 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 agree to abide by any decision handed down in accordance with this article. The costs of the arbitral tribunal shall be prorated between the Parties.

Article 14. This Agreement and all amendments to it 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 so as to conform to the provisions of that convention.

Article 16. Either of the Parties may at any time notify the other Party of its intention to terminate this Agreement, undertaking the obligation of simultaneously notifying the International Civil Aviation Organization. The Agreement shall cease to have effect six months after the date of receipt of the notice of termination. If the other Party fails to acknowledge receipt, the notice shall be deemed to have been received fourteen days after its receipt by the International Civil Aviation Organization.

Article 17. The aeronautical authorities of the two Parties shall communicate to each other as soon as possible their designation of an airline or airlines together with information relating to the authorizations given for the operation of the routes specified in the route schedule.

Article 18. This Agreement shall remain in force for a period of three years from the date of its signature and shall be understood to have been tacitly renewed for successive periods of three years unless one of the Parties requests revision of the Agreement six months before the date of its termination.

Article 19. This Agreement is subject to ratification. The exchange of the instruments of ratification shall take place as soon as possible at Brussels.

Article 20. This Agreement shall enter into force provisionally from the date of its signature and definitively on the date of exchange of the instruments of ratification, such exchange to take place once the Contracting Parties have obtained the approval required by them in accordance with their respective constitutional procedures.

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

DONE at Mexico City on 21 October 1965, in duplicate in the Spanish, French and Dutch languages, both texts being equally authentic.

For the Government
of the United Mexican States:
[ANTONIO CARRILLO FLORES]

For the Government
of the Kingdom of Belgium:
[ERNEST ADAM]

ROUTE SCHEDULE

SECTION I

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

Mexico City – intermediate points* – Brussels and points beyond.*

* Without traffic rights to or from Brussels.

SECTION II

The airline designated by the Government of the Kingdom of Belgium shall be entitled to operate air services in both directions on each of the routes specified and to make scheduled stops at the points indicated in this paragraph.

Brussels – intermediate points* – Mexico City and points beyond.*

* Without traffic rights to or from Mexico City.