

No. 24131

**BELGIUM
and
PARAGUAY**

**Agreement concerning scheduled air transport (with route
schedule). Signed at Asunción on 1 September 1972**

Amendment to the route schedule

Authentic text: Spanish.

Registered by Belgium on 9 June 1986.

**BELGIQUE
et
PARAGUAY**

**Accord concernant le transport aérien régulier (avec tableau
des routes). Signé à Asunción le 1^{er} septembre 1972**

Modification du tableau des routes

Texte authentique : espagnol.

Enregistré par la Belgique le 9 juin 1986.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE KINGDOM OF BELGIUM AND
THE REPUBLIC OF PARAGUAY CONCERNING SCHEDULED
AIR TRANSPORT

The Kingdom of Belgium and the Republic of Paraguay, being Parties to the Convention on International Civil Aviation signed at Chicago on 7 December 1944,² have decided to provide for specific regulation of air transport between their respective territories and to this end have appointed as their Plenipotentiaries:

His Majesty, the King of the Belgians: His Excellency Mr. Jacques Vermer, Ambassador Extraordinary and Plenipotentiary of Belgium to the Republic of Paraguay, and

His Excellency, the President of the Republic of Paraguay: His Excellency Mr. Raul Sapena Pastor, 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, unless otherwise stated:

1. The term "Convention" means the Convention on International Civil Aviation signed at Chicago on 7 December 1944, including all annexes adopted under article 90 of that Convention and any amendments to the Convention or its annexes adopted under articles 90 and 94 thereof.

2. The term "Aeronautical Authorities" means, in the case of Belgium, the Aviation Administration in the Ministry of Communications and, in the case of Paraguay, the Civil Aviation Department in the Ministry of National Defence or, in both cases, any person or body authorized by the Contracting Party concerned to perform the functions currently exercised by the authorities referred to above.

3. The term "designated airline" means any air transport enterprise that a Contracting Party designates to operate air services on the specified routes informing the other Contracting Party thereof in writing in accordance with article 3 of this Agreement.

4. The term "territory" has the meaning ascribed to it in article 2 of the Convention.

5. The terms "air service", "international air service", "airline", and "stop for non-traffic purposes" have the meanings ascribed to them in article 96 of the Convention.

Article 2. 1. The Contracting Parties grant each other the rights specified in this Agreement for the purpose of providing services on the routes specified in

¹ Came into force provisionally on 1 September 1972 by signature, and definitively on 8 January 1976 by the exchange of the instruments of ratification, which took place at Brussels, in accordance with article 16 (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.

the annex to this Agreement (hereinafter referred to as “agreed services” and “specified routes”). The agreed services may be operated immediately or at a later date, once the designation formalities provided for in article 3 of this Agreement have been completed.

2. In conformity with the provisions of this Agreement, the designated airline of each Contracting Party shall, as long as it operates an agreed service on a specified route, enjoy the following rights:

- (a) To overfly without landing, the territory of the other Contracting Party;
- (b) To make stops in that territory for non-traffic purposes;
- (c) To make stops in that territory, at the points specified for that route in the annex to this Agreement, for the purpose of discharging and taking on international traffic in passengers, cargo or mail.

3. Nothing in paragraph 2 of this article shall be constituted as giving the airline of one Contracting Party the right to take on in the territory of the other Contracting Party, in return for payment, passengers, cargo or mail destined for another point in the territory of that other Contracting Party.

Article 3. 1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines to operate the agreed services on the specified routes.

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

3. The Aeronautical Authorities of one Contracting Party may require any airline designated by the other Contracting Party to satisfy them that it is able to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied by those authorities, in conformity with the provisions of the Convention, to the operation of international air services.

4. Each Contracting Party shall have the right to withhold the authorization referred to in paragraph 2 of this article, or to impose such conditions as it may deem necessary on the exercise by the designated airline of the rights specified in article 2, if it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party that designated the airline or in nationals of that Party.

5. When an airline has been so designated and authorized, it may begin at any time to operate any of the agreed services, provided that a tariff established in accordance with the provisions of article 9 of this Agreement is in force in respect of that service.

Article 4. 1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in article 2 of this Agreement by the designated airline of the other Contracting Party, or to impose such conditions as it deems necessary on the exercise of such rights if:

- (a) It is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party that designated the airline or in its nationals; or
- (b) The airline has failed to comply with the laws or regulations of the Contracting Party that granted these rights; or

(c) The airline is not operating the services in accordance with the conditions prescribed by this Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions provided for in paragraph 1 of this article is necessary to prevent further infringements of laws and regulations, this right may be exercised only after consulting the other Contracting Party.

Article 5. 1. Aircraft used in international service by the designated airline of one Contracting Party, together with their standard equipment, reserve supplies of fuel and lubricating oils and aircraft stores (including food, beverages and tobacco) shall, on arrival in the territory of the other Contracting Party, be exempt from all customs duties, inspection costs and other duties or charges, provided that such equipment and supplies remain on board the aircraft until such time as they are re-exported.

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

- (a) Aircraft stores taken on in the territory of one Contracting Party, within the limits laid down by the authorities of that Contracting Party, and intended for consumption on board aircraft of the other Contracting Party operating an international service;
- (b) Spare parts imported into the territory of one Contracting Party for the maintenance and repair of aircraft used in international service by the designated airline of the other Contracting Party;
- (c) Fuel and lubricating oils intended to supply aircraft operated in international service by the designated airline of the other Contracting Party, even if these supplies have to be used on the part of the journey that takes place over the territory of the Contracting Party in which they were taken on board.

The goods referred to in paragraphs (a), (b) and (c) above may be required to undergo customs' inspection or control.

Article 6. Standard on-board equipment and the aforementioned goods and supplies carried on board the aircraft of one Contracting Party may be unloaded in the territory of the other Contracting Party only with the consent of the customs authorities of that territory. In such cases, they may be placed under the supervision of those authorities until such time as they are re-exported or otherwise disposed of as authorized by customs regulations.

Article 7. Passengers in transit through the territory of a Contracting Party shall be subject only to a reasonably simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar charges.

Article 8. 1. The designated airlines of the two Contracting Parties shall be accorded fair and equal treatment in the operation of the agreed services on the specified routes.

2. In the operation of the agreed services, the airline designated by each Contracting Party shall take into consideration the interests of the airline designated by the other Contracting Party, so as not to affect unduly the services provided by the latter on all or part of a route.

3. The main aim of the agreed services provided by the designated airline of each Contracting Party shall be the use, at a reasonable load factor, of a capacity

adapted to the normal and reasonably foreseeable needs of international air traffic from or to the territory of the Contracting Party which designated the airline.

4. Additional capacity may be used to carry passengers, cargo and mail taken on and discharged at points on the specified routes situated in the territory of States other than the State which designated the airline. This additional capacity shall be subject to the general principle that capacity must be adapted to:

- (a) Traffic needs between the country of origin and the country of destination;
- (b) The traffic needs of the region over which the route passes, taking account of local and regional services;
- (c) The requirements of long-distance services operating.

Article 9. 1. The tariffs to be applied by the airline of one Contracting Party for traffic to or from the territory of the other Contracting Party shall be established at reasonable levels, taking due account of all relevant factors, in particular, operating costs, reasonable profit and the tariffs charged by other airlines.

2. The tariffs referred to in paragraph 1 of this article shall, if possible, be established by mutual agreement between the designated airlines of the two Contracting Parties, after consulting other airlines operating on all or part of the same route. Such agreement shall, so far as possible, be arrived at using the tariff-setting procedure established by the International Air Transport Association.

3. The tariffs so agreed shall be submitted for approval to the Aeronautical Authorities of the Contracting Parties at least 30 days before the proposed date of their introduction. This period may be reduced, in special cases, subject to the agreement of the aforesaid authorities.

4. If the designated airlines cannot agree on a tariff or if, for any other reason, a tariff cannot be established in accordance with the provisions of paragraph 2 of this article, or if, in the first 15 days of the 30-day period mentioned in paragraph 3 of this article, one Contracting Party informs the other that it does not agree with a tariff established in accordance with the procedure provided for in paragraph 2 of this article, the Aeronautical Authorities of the Contracting Parties shall endeavour to establish the tariff by mutual agreement.

5. If the Aeronautical Authorities cannot agree to approve a tariff submitted to them in accordance with paragraph 3 of this article, or cannot establish a tariff in accordance with paragraph 4 of this article, the dispute shall be settled in accordance with the provisions of article 14 of this Agreement.

6. Without prejudice to the provisions of paragraph 3 of this article, no tariff shall enter into force without the approval of the Aeronautical Authorities of both Contracting Parties.

7. Tariffs established in accordance with the provisions of this article shall remain in force until new tariffs have been established in accordance with the provisions of this article.

Article 10. Each Contracting Party undertakes to allow the other Contracting Party freely to transfer, at the official rate of exchange, net revenues derived in its territory by the designated airline of the other Contracting Party from the transport of passengers, baggage, mail and cargo. Should the payments

system between the Contracting Parties be governed by a special agreement, such agreement shall apply.

Article 11. 1. The Aeronautical Authorities of the Contracting Parties shall consult each other regularly, in a spirit of close co-operation, with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and its annexes.

2. The Aeronautical Authorities of each Contracting Party shall submit to the Aeronautical Authorities of the other Contracting Party, at their request, such reports or statistics as may reasonably be required on the frequency and capacity of the agreed services and the transportation provided by the designated airline to or from the territory of the other Contracting Party or in transit through it, including information on the origin and destination of such traffic. Such reports and statistics shall not exceed those normally required by the Council of the International Civil Aviation Organization.

Article 12. 1. If either Contracting Party considers it desirable to amend any provision of this Agreement, it may request consultations with the other Contracting Party. Such consultations, which may take place between the Aeronautical Authorities either orally or in writing, shall begin within a period of sixty (60) days from the date of the request. Any amendments agreed to under this procedure shall enter into force once they have been confirmed by an exchange of diplomatic notes.

2. Changes in route schedules may be agreed directly between the competent Aeronautical Authorities of the Contracting Parties.

Article 13. Should a general multilateral air transport convention accepted by both Contracting Parties enter into force, the provisions of the multilateral convention shall prevail

Article 14. 1. Should a dispute arise as to the interpretation or application of this Agreement, the Contracting Parties shall endeavour to settle it through consultations between the Aeronautical Authorities, in accordance with the provisions of article 11, and, if these consultations fail, by negotiation.

2. If negotiations between the Contracting Parties are not completed within a period of sixty (60) days from the date of receipt of the request referred to above, the dispute shall, at the request of either Party, be submitted to an arbitral tribunal.

3. The arbitral tribunal shall consist of three members. Each Government shall appoint an arbitrator and the two arbitrators shall, by mutual agreement, appoint as chairman a national of a third State.

If, within a period of two (2) months from the date on which one of the two Governments proposed that the dispute be settled by arbitration, the two arbitrators have not been appointed, or if, in the course of the following month, the two arbitrators have not reached agreement on the appointment of a chairman, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointments.

4. If the dispute cannot be settled amicably, the arbitral tribunal shall take a decision by majority vote. Unless the Contracting Parties agree otherwise, the arbitral tribunal shall establish its own rules of procedure and place of meeting.

5. The Contracting Parties undertake to comply with any interim measures adopted during the proceedings and with the decision of the arbitrators, which shall in all cases be final.

6. If and so long as one Contracting Party fails to comply with the decisions of the arbitrators, the other Contracting Party may limit, suspend or revoke any rights or privileges granted by virtue of this Agreement to the Contracting Party that has failed to comply.

7. Each Contracting Party shall be responsible for the remuneration and expenses of its arbitrator and one half of the remuneration and expenses of the appointed chairman.

Article 15. Either Contracting Party may at any time give notice to the other of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organization.

In such case, this Agreement shall expire twelve (12) months after the date of receipt of notice by the other Contracting Party, unless the notice of termination is withdrawn by mutual agreement before the end of this period.

In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after receipt of the notice by the International Civil Aviation Organization.

Article 16. 1. This Agreement shall be ratified and the exchange of the instruments of ratification shall take place at Brussels.

2. This Agreement shall enter into force provisionally on the date of its signature and definitively after the exchange of the instruments of ratification.

IN WITNESS WHEREOF, the above-mentioned Plenipotentiaries have signed this Agreement.

DONE at Asunción on 1 September 1972 in duplicate in the Spanish language.

For the Kingdom of Belgium:

JACQUES VERMER
Ambassador Extraordinary
and Plenipotentiary

For the Republic of Paraguay:

RAUL SAPENA PASTOR
Minister for Foreign Affairs

ANNEX

ROUTE SCHEDULE

Belgium

Routes

Brussels, intermediate points in Europe, Las Palmas, Casablanca, Dakar, points in Brazil, Montevideo, Buenos Aires, Asunción, Santiago and vice versa.

*Paraguay**Routes*

To be determined by the Contracting Parties at a later date through an exchange of diplomatic notes.

The designated airlines may omit one or more points on the specified routes or operate in a different order.

AMENDMENT TO THE ROUTE SCHEDULE ANNEXED TO THE AGREEMENT OF 1 SEPTEMBER 1972 BETWEEN THE KINGDOM OF BELGIUM AND THE REPUBLIC OF PARAGUAY CONCERNING SCHEDULED AIR TRANSPORT¹

MODIFICATION DU TABLEAU DES ROUTES ANNEXÉ À L'ACCORD DU 1^{er} SEPTEMBRE 1972 ENTRE LE ROYAUME DE BELGIQUE ET LA RÉPUBLIQUE DU PARAGUAY CONCERNANT LE TRANSPORT AÉRIEN RÉGULIER¹

Effected by an agreement in the form of an exchange of letters dated at Brussels on 15 October 1982, which came into force on 15 October 1982 by the exchange of letters, in accordance with the provisions of the said letters, and which put into force definitively the final act replacing the route schedule annexed to the above-mentioned agreement of 1 September 1972, which final act entered into force provisionally on 3 September 1972, the date of its signature.

The route schedule as amended reads as follows:

Effectuée aux termes d'un accord sous forme d'échange de lettres en date à Bruxelles du 15 octobre 1982, lequel est entré en vigueur le 15 octobre 1982 par l'échange des lettres, conformément aux dispositions desdites lettres, et lequel a mis définitivement en vigueur l'acte final remplaçant le tableau des routes annexé à l'accord susmentionné du 1^{er} septembre 1972, acte final qui est entré en vigueur à titre provisoire le 3 septembre 1972, date de sa signature.

Le tableau des routes tel qu'amendé se lit comme suit :

[SPANISH TEXT — TEXTE ESPAGNOL]

“Paraguay

Rutas

Puntos en el Paraguay—puntos intermedios hacia y en Europa—puntos en Bélgica—puntos más allá y vice-versa.

Bélgica

Rutas

Puntos en Bélgica—puntos intermedios hacia y en América Latina—puntos en el Paraguay—puntos más allá y vice-versa.

Las empresas designadas podrán omitir uno o más puntos en las rutas convenidas y también podrán operar en un orden diferente.

Las empresas designadas de una de las Partes Contratantes no ejercerán derechos de 5a. libertad sobre los segmentos de rutas operados por las empresas designadas de la otra Parte Contratante, salvo que hubiere un acuerdo comercial entre las empresas designadas de las dos Partes Contratantes, aprobado por las respectivas autoridades aeronáuticas.”

¹ See p. 11 of this volume.

¹ Voir p. 18 du présent volume.

[TRANSLATION — TRADUCTION]

*Paraguay**Routes*

Points in Paraguay—intermediate points to and in Europe—points in Belgium—points beyond and vice versa.

*Belgium**Routes*

Points in Belgium—intermediate points to and in Latin America—points in Paraguay—points beyond and vice versa.

The designated airlines may omit one or more points on the agreed routes and may also operate in a different order.

The designated airlines of one Contracting Party may not exercise fifth-freedom rights on the route sections served by the designated airlines of the other Contracting Party, except on the basis of a commercial agreement between the designated airlines of the two Contracting Parties that has been approved by their respective Aeronautical Authorities.

« *Belgique**Routes*

Points en Belgique - points intermédiaires vers et en Amérique Latine - points au Paraguay - points au-delà et v.v.

*Paraguay**Routes*

Points au Paraguay - points intermédiaires vers et en Europe - points en Belgique - points au-delà et v.v.

Les entreprises désignées peuvent omettre un ou plusieurs points sur les routes convenues et aussi les opérer dans un ordre différent.

Les entreprises désignées de l'une des Parties Contractantes n'exerceront pas de droits de trafic en 5^e liberté sur les segments de routes opérés par les entreprises désignées de l'autre Partie Contractante, sauf accord commercial entre les entreprises désignées des deux Parties Contractantes, approuvé par leurs autorités aéronautiques respectives. »