No. 24581

MEXICO
and
UNION OF SOVIET SOCIALIST REPUBLICS

Air Transport Agreement (with routes schedule). Signed at Mexico City on 2 August 1976

Extension of the above-mentioned Agreement

Authentic texts: Spanish and Russian.

Registered by Mexico on 10 December 1986.

MEXIQUE
et
UNION DES RÉPUBLIQUES SOCIALISTES SOVIÉTIQUES

Accord relatif aux transports aériens (avec tableau de routes). Signé à Mexico le 2 août 1976

Prorogation de l'Accord susmentionné

Textes authentiques : espagnol et russe.

Enregistrés par le Mexique le 10 décembre 1986.

[TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT[1] BETWEEN THE GOVERNMENT OF THE UNITED MEXICAN STATES AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS

The Government of the United Mexican States and the Government of the Union of Soviet Socialist Republics, hereinafter referred to as the "Contracting Parties",

Considering the growing potentialities of civil aviation as a means of promoting friendly understanding and strengthening the cultural and trade ties between the peoples of the two States,

Wishing to contribute to the development of air services between the two States on an equitable basis of equality and reciprocity and also to the strengthening of international co-operation in this field,

Have agreed as follows:

Article 1

For the purposes of the interpretation and application of this Agreement, the terms listed below shall have the following meanings:

(A) The term "the Convention" means the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944,[2] including any annex adopted under article 90 of the Convention and any amendments to the annexes to that Convention adopted under articles 90 and 94, in so far as such amendments or annexes have been ratified by both Contracting Parties.

(B) The term "Agreement" means this Agreement and the routes schedule annexed hereto.

(C) The term "aeronautical authorities" means: in the case of the Government 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 that Ministry; and, in the case of the Government of the Union of Soviet Socialist Republics, the Ministry of Civil Aviation or any person or body authorized to perform the functions exercised by that Ministry.

(D) The term "territory" referring to a State means the land areas and the internal and territorial waters adjacent thereto and the air space above them which are under the sovereignty of that State.

(E) The term "designated airline" means the airline which has been designated by a Contracting Party in accordance with article 4 of this Agreement.

[1] Came into force provisionally on 2 August 1976, the date of signature, and definitively on 11 March 1977, the date of the exchange of notes by which the Contracting Parties informed each other that it had been approved in conformity with their constitutional procedures, in accordance with article 24.

[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 "international air service" means an air service which passes through the air space over the territory of more than one State.

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

(H) The term "tariff" means the amount charged for the transportation of one passenger or one kilogram of cargo or one kilogram of baggage.

Article 2

Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the routes schedule annexed to this Agreement (hereinafter referred to as "the agreed services" and "the specified routes").

Article 3

1. The airline designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:

(*a*) To make stops in the territory of the other Contracting Party for non-traffic purposes at the points specified in the routes schedule annexed to this Agreement;

(*b*) To make stops in the territory of the other Contracting Party at the points specified in the routes schedule annexed to this Agreement for the purpose of taking on and/or discharging passengers, mail and cargo in international traffic in or bound for the territory of the other Contracting Party.

2. Nothing in this Agreement shall be deemed to confer on the designated airline of one Contracting Party the right to take on in the territory of the other Contracting Party passengers, mail and cargo destined for another point in the territory of that other Contracting Party.

3. The flight routes of aircraft on the agreed services and the points for crossing State boundaries shall be established by each of the Contracting Parties within its territory.

4. The two Contracting Parties agree to promote agreements on the conclusion of commercial co-operation between the designated airlines in order to co-ordinate the provision of services and determine timetables, flight routes, frequencies and capacity; such agreements shall be submitted for approval by the respective aeronautical authorities.

Article 4

1. Each Contracting Party shall have the right to designate one airline for the purpose of operating the agreed services, and shall communicate the designation in writing to the other Contracting Party.

2. Air service on a specified route may be inaugurated by the airline either immediately or at a later date at the option of the Contracting Party to which the rights are granted, once that party had designated that airline to provide service on that route and once the other Contracting Party has given the necessary authorization. That other Contracting Party, subject to the provisions of article 5, is obliged to give such authorization, and is entitled to require that the designated airline fulfil the requirements of that Contracting Party in accordance with the applicable laws and regulations.

Article 5

Each Contracting Party shall have the right to suspend or revoke authorization of the rights specified in article 4 of this Agreement if it is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party which designated that airline or in its nationals, or if the designated airline fails to comply with the terms laid down in this Agreement. This right shall be exercised only after consultations with the other Contracting Party, unless the immediate suspension of rights or the composition of conditions is essential to prevent further infringements of the laws and regulations.

Article 6

1. The laws and regulations of one Contracting Party relating to the admission to and 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 designated airline of the other Contracting Party.

2. The laws and regulations of one Contracting Party relating to the admission to, presence in and departure from its territory of passengers, crew, cargo and mail, particularly passports, customs, health and currency regulations, shall be applied to the passengers, crew, baggage, cargo and mail transported by the designated airline of the other Contracting Party while within that territory.

Article 7

1. Aircraft of the designated airline of one Contracting Party during flights over the territory of the other Contracting Party shall carry their State identification marks, certificates of registration, certificates of airworthiness and other aircraft documents established by the aeronautical authorities of that Contracting Party and shall also have permission for radio equipment. The pilots and other members of the crew carry valid licences.

2. All the aforementioned documents issued or recognized as valid by one Contracting Party shall be recognized as valid within the territory of the other Contracting Party.

3. Each Contracting Party reserves the right to refuse to recognize as valid, for the purpose of flights over its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

4. Members of the crew or aircraft of the designated airlines must be nationals of the Contracting Party concerned.

Article 8

1. Supplies of fuel, lubricants, spare parts, equipment, aircraft stores (including food, alcoholic and non-alcoholic beverages and tobacco) and promotional material imported by the designated airline of one Contracting Party into the territory of the other Contracting Party for its operating needs shall be exempt from all customs duties, inspection fees and other charges or taxes upon arrival and departure and while in the territory of that other Contracting Party.

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

(*a*) Aircraft stores (including food, alcoholic and non-alcoholic beverages and tobacco) taken on board in the territory of either Contracting Party or in the territory of third countries for consumption on international flights;

(*b*) Spare parts imported into the territory of one of the Contracting Parties for the maintenance or repair of aircraft operated on international services by the designated airline of the other Contracting Party;

(*c*) Fuel and lubricants intended to supply aircraft operated on the agreed services by the designated airline of each Contracting Party, even when those supplies are to be consumed during the part of the flight which takes place over the territory of the Contracting Party in which they were taken on board.

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

3. The aircraft operated on the agreed services, and their standard equipment, supplies of fuel and lubricants, spare parts, other equipment, promotional material and aircraft stores (including food, alcoholic and non-alcoholic beverages and tobacco) which are on board aircraft of the designated airline of one Contracting Party shall be exempt in the territory of the other Contracting Party from all customs duties, inspection fees or other charges or taxes, even when the above-mentioned items are used for or by such an aircraft while it is in that territory.

4. The regular airborne equipment and other materials and stores which are on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only after authorization by the customs authorities of the territory concerned. In such case, they may be placed under the supervision of those authorities until such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

Article 9

Passengers, baggage and cargo in direct transit across the territory of one Contracting Party which do not leave the area of the airport set aside for that purpose shall be subject to simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar charges.

Artice 10

1. It is agreed that the services provided by a designated airline under this Agreement shall have as their principal objective the provision of air transport with capacity adequate to the requirements of traffic between the territories of the two Contracting Parties.

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

3. The right to take on or discharge, in the operation of such services, international traffic to or from third countries at any point or points on the routes specified in the routes schedule shall be exercised in accordance with the general principles of orderly and rational 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;

(*c*) Traffic requirements of the area through which the airline passes, after local and regional services have been taken into account.

4. Both 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 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 the above provisions, both Contracting Parties recognize that the development 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 respective designated airlines in order to ensure that their interests in local, regional and continental service will not be prejudiced.

6. The Contracting Parties agree that any changes in the frequency of services of the designated airlines, the capacity offered by those services and the type of aircraft used shall be determined by agreement between the aeronautical authorities of the two Parties.

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 aeronautical authority of the other Contracting Party. Such consultation shall begin (30) days from the date of submission of 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 aeronautical authorities of the Contracting Parties within ninety (90) days from the date of the request for consultation, the question shall be resolved in accordance with the provisions of article 19. In the meantime, the proposed increase may not be put into effect.

Article 11

1. The tariffs charged by the designated airlines of the Contracting Parties in respect of traffic on the agreed services shall be established at reasonable levels, due regard being had to all relevant factors, including cost of operation, reasonable profit, the characteristics of the service and the tariffs of other airlines.

Subject to the provisions of paragraph 3 of this article, no tariff shall enter into effect without the approval of the aeronautical authorities of the other Contracting Party.

2. The tariffs referred to in paragraph 1 above shall, where possible, be agreed by the designated airlines of the two Contracting Parties and shall then be subject to approval by the aeronautical authorities of both Contracting Parties.

3. The tariffs so agreed, as well as the terms relating to them and the terms of any ancilliary operations associated with their implementation, must be submitted for approval to the aeronautical authorities of the Contracting Parties at least forty-

five (45) days before the date proposed for their application; in special cases this time-limit may be reduced, subject to the agreement of the said authorities.

4. If the designated airlines do not agree on a tariff, or if for any reason no tariff can be established in accordance with the provisions of paragraph 2 above, or if during the first fifteen (15) days of the period of forty-five (45) days referred to in paragraph 3 of this article, one Contracting Party notifies the other Party of its disagreement with any tariff established in accordance with the provisions of paragraph 2 of this article, the aeronautical authorities of the Contracting Parties shall endeavour to establish the tariff by mutual agreement.

5. If the tariff cannot be determined in accordance with the provisions of paragraphs 2, 3 and 4 of this article, the matter shall be resolved in accordance with the provisions of article 19.

6. The tariffs established in accordance with the provisions of this article shall remain in effect until new tariffs have been established in accordance with this article.

7. The designated airlines of the Contracting Parties shall not reimburse any part of the tariffs, either directly or indirectly, or through the payment of excess commissions to agents or the use of imaginary exchange rates for currency conversion.

Article 12

Taxes and other charges for the use of each airport, including their installations, technical and other facilities and services, as well as the use of air-navigation and communication facilities and services shall be levied in accordance with the rates and tariffs established by each Contracting Party.

The Contracting Parties agree that such charges shall not exceed those payable for the use of such airports and facilities by their respective national aircraft used on similar international service.

Article 13

1. Consultation between the competent authorities of the two Contracting Parties for the purpose of discussing the interpretation, application or amendment of this Agreement may be requested at any time by either Contracting Party. Such consultation shall begin within a period of sixty (60) days from the date of receipt of the request made by either Contracting Party through the diplomatic channels. If an agreement to amend the Agreement is reached, such agreement shall be formalized by means of an exchange of diplomatic notes.

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

Article 14

1. In the event of a forced landing or other accident affecting an aircraft of one of the Contracting Parties in the territory of the other Contracting Party, that other Contracting Party shall take all necessary measures to provide assistance to the crew and passengers and to safeguard the aircraft and also the mail, baggage and cargo on board the aircraft.

2. The Contracting Party in whose territory the accident has occurred shall immediately inform the other Contracting Party of the occurrence and shall take all necessary measures to investigate the circumstances and causes of the accident, and authorize representatives of that other Contracting Party to participate as observers during the investigation.

3. The Contracting Party conducting the investigation of the accident shall make available to the other Contracting Party information concerning its results and a copy of the final report on the investigation of the accident.

Article 15

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 16

1. Each Contracting Party shall grant the designated airline of the other Contracting Party which operates the agreed services the right to have representatives in points of its territory to which the designated airline of the other Contracting Party makes scheduled flights.

2. The number of employees of the representations appointed by each airline from among nationals of its own state, shall be established on the basis of agreement between the competent authorities of the Contracting Parties.

Article 17

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 18

Each Contracting Party undertakes to grant the designated airline of the other Contracting Party free transfer, at the official rate of exchange, of the excess of receipts over expenditure accruing in its territory from the carriage of passengers, baggage, cargo and mail by that designated airline. Where payments between the Contracting Parties are governed by a special agreement, that special agreement shall apply.

Article 19

Any dispute relating to the interpretation or application of this Agreement shall be resolved through direct negotiations between the aeronautical authorities of the two Contracting Parties. If the aeronautical authorities are unable to reach agreement, the dispute shall be resolved through the diplomatic channel.

Article 20

In order to ensure the safety of flights on the agreed services each Contracting Party shall place at the disposal of the aircraft of the other Contracting Party all radio and visual aids and meteorological and other services that are necessary for the performance of such flights, in accordance with the provisions of the Convention.

Article 21

This Agreement and all amendments to it shall be registered with the International Civil Aviation Organization.

Article 22

If a general multilateral air transport convention accepted by both Contracting Parties enters into force, this Agreement shall be amended, by mutual agreement, so as to conform to the provisions of that convention.

Article 23

Either Contracting Party may at any time notify the other Contracting Party of its desire to terminate this Agreement. In that event, this Agreement shall cease to have effect 12 months after the date of receipt of notification by the other Contracting Party, unless the notice of termination is withdrawn by mutual agreement before the expiry of that period.

Article 24

This Agreement shall be applied provisionally from the date of its signature and shall enter into force definitively on a date to be determined in an exchange of diplomatic notes, which is to take place once the Contracting Parties have obtained the approval required under their respective constitutional procedures.

Article 25

Unless one of the Contracting Parties indicates its intention to terminate it earlier, in accordance with the provisions of article 23, this Agreement shall remain in force for three years from the date of its signature and may be renewed for successive three-year periods through exchanges of diplomatic notes.

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

DONE at Mexico City, Federal District, in duplicate in the Spanish and Russian languages, both texts being equally authentic, on 2 August 1976.

For the Government
of the United Mexican States:

[*Signed*]

ALFONSO GARCÍA ROBLES
Secretary for Foreign Affairs

For the Government
of the Union of Soviet
Socialist Republics:

[*Signed*]

SERGUEI PAVLOV
Deputy Minister for Civil Aviation

ROUTES SCHEDULE

The route to be operated in both directions by the designated Mexican airline is as follows:

Points in Mexican territory – intermediate points – Moscow.

The route to be operated in both directions by the designated Soviet airline is as follows:

Points in the territory of the USSR – intermediate points – Mexico City

Notes

1. The intermediate points specified in this routes schedule shall be established by agreement between the aeronautical authorities of the Contracting Parties, with the possibility of replacing them later by other points.

2. The designated airlines may omit one or more intermediate points on the agreed routes or change the order of such points.

3. The designated Mexican airline may not exercise fifth freedom rights or stopover rights en route to or from Moscow.

4. The designated Soviet airline may not exercise fifth freedom rights or stopover rights en route to or from Mexico City.

5. The granting of fifth freedom rights in sections of the specified routes shall be subject to agreement between the aeronautical authorities of the two Parties.

6. The agreed air services shall be operated by the designated airlines with Ilyushin 62M or Douglas DC-8 aircraft, or other, similar aircraft, with a maximum of 175 seats and a maximum frequency of three flights per week.

7. The designated Soviet airline shall begin its operations with a frequency of one flight per week.

EXTENSION OF THE AIR TRANSPORT AGREEMENT OF 2 AUGUST 1976 BETWEEN THE GOVERNMENT OF THE UNITED MEXICAN STATES AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS[1]

By an agreement in the form of an exchange of letters dated at Mexico City on 7 June and 25 August 1985, which came into force by the exchange of the said letters, with effect from 2 August 1985, in accordance with the provisions of the said letters, the above-mentioned Agreement of 2 August 1976[1] was extended for a period of three years.

PROROGATION DE L'ACCORD RELATIF AUX TRANSPORTS AÉRIENS DU 2 AOÛT 1976 ENTRE LE GOUVERNEMENT DES ÉTATS-UNIS DU MEXIQUE ET LE GOUVERNEMENT DES RÉPUBLIQUES SOCIALISTES SOVIÉTIQUES[1]

Aux termes d'un accord sous forme d'échange de lettres en date à Mexico des 7 juin et 25 août 1985, lequel est entré en vigueur par l'échange desdites lettres, avec effet au 2 août 1985, conformément aux dispositions desdites lettres, l'Accord susmentionné du 2 août 1976[1] a été prorogé pour une période de trois ans.

[1] See p. 112 of this volume.

[1] Voir p. 121 du présent volume.