

No. 26439

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**FRANCE  
and  
ARGENTINA**

**Scheduled Air Transport Agreement (with annex and route  
schedules). Signed at Buenos Aires on 13 July 1983**

*Authentic texts: French and Spanish.*

*Registered by France on 16 February 1989.*

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**FRANCE  
et  
ARGENTINE**

**Accord relatif aux transports aériens réguliers (avec annexe  
et tableaux de routes). Signé à Buenos Aires le 13 juillet 1983**

*Textes authentiques : français et espagnol.*

*Enregistré par la France le 16 février 1989.*

[TRANSLATION — TRADUCTION]

## SCHEDULED AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE FRENCH REPUBLIC AND THE ARGENTINE REPUBLIC

The Government of the French Republic and the Government of the Argentine Republic, considering:

That the possibilities of commercial aviation as a mode of transport have expanded considerably;

That this mode of transport, by its special characteristics and the rapid connections which it allows, facilitates *rapprochement* between nations;

That scheduled international air services should be organized in a safe and orderly manner and that the development of international cooperation in this area should be pursued to the greatest possible extent without prejudice to national and regional interests;

That it is necessary to conclude an agreement on air communications between the two countries;

Have designated representatives for the purpose, who, being duly authorized thereto, have agreed on the following:

### Article I

The Contracting Parties shall grant each other the rights specified in the annex hereto with a view to the establishment of the scheduled international air services listed in that annex, hereinafter referred to as “agreed services”.

### Article II

1. Each of the agreed services may be inaugurated immediately or at a later date, at the option of the Contracting Party to which such rights have been granted, provided that:

- (a) The Contracting Party to which the rights have been granted has designated one or more airlines to operate the specified routes;
- (b) The Contracting Party granting the rights has authorized the airline or airlines concerned to operate the agreed services, which it shall do without delay, subject to the provisions of paragraph 2 of this article and of article VI.

2. The designated airlines may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that they are qualified to fulfil the conditions prescribed by the laws and regulations normally applied by those authorities to the operation of commercial airlines.

<sup>1</sup> Came into force provisionally on 13 July 1983 by signature, and definitively on 8 July 1988, when the Contracting Parties had notified each other of the completion of their respective constitutional formalities, in accordance with article XIX.

### Article III

In order to prevent any discriminatory measure and to respect the principle of equal treatment:

1. The taxes or other dues that each Contracting Party may impose or permit to be imposed on the airline or airlines designated by the other Contracting Party for the use of airports and other facilities shall not be higher than those payable for the use of such airports and facilities by its national airlines operating similar international services.

2. There shall also be exempt from the same dues, fees and charges, with the exception of those corresponding to the service performed:

- (a) Aircraft stores taken on board in the territory of one Contracting Party, within limits fixed by the customs authorities of the said Contracting Party, for consumption on board aircraft leaving the said territory to operate an international air service of the other Contracting Party;
- (b) Spare parts, including motors, imported into the territory of either Contracting Party for the maintenance or repair of aircraft used on international air services by the designated airline or airlines of the other Contracting Party;
- (c) Fuel and lubricants destined to supply aircraft used by the designated airline of either Contracting Party on an international air service in the territory of the other Contracting Party, and to be used on board that aircraft during a direct flight, even though in the case of all such flights the aircraft may land in the said territory.

3. Any aircraft of either Contracting Party operating one of the agreed services, together with the fuel, lubricating oil, spare parts, normal equipment, *matériel* in general and aircraft stores that remain aboard the said aircraft shall be exempt from customs duties, inspection fees or other similar taxes and charges, even where such supplies are used or consumed by such aircraft during flights above the said territory.

4. The supplies listed in paragraph 3 of this article and entitled to the exemption defined above shall not be unloaded except with the approval of the customs authorities of the other Contracting Party. If the supplies are to be re-exported they shall remain under the supervision of such authorities until re-exported, while remaining accessible to the airlines.

### Article IV

Certificates of airworthiness, certificates of competency or fitness and licences issued or rendered valid by one Contracting Party shall, while still in force, be recognized as valid by the other Contracting Party for the purpose of operating the agreed services. However, each Contracting Party reserves the right to refuse to recognize, for the purpose of flight above its own territory, certificates of competency or fitness and licences granted to its own nationals by the other Contracting Party or by a third State.

### Article V

1. The laws and regulations of each Contracting Party relating to the stay in, entry into and departure from its territory of aircraft engaged in international navigation or to the operation, manoeuvring and navigation of such aircraft while within

its territory shall apply to the aircraft of the other Contracting Party's airline or airlines.

2. The laws and regulations governing within the territory of each Contracting Party the admission, stay and departure of passengers, crew or cargo carried on board aircraft, such as those relating to police formalities upon entry, immigration, passports, clearance, customs and quarantine, shall be applicable to passengers, crew and cargo carried on board aircraft operating the agreed services.

#### *Article VI*

Each Contracting Party reserves the right to withhold or revoke the operating authorization provided in article II, paragraph 2, of this Agreement in respect of an airline designated by the other Contracting Party where, for sound reasons, it is not satisfied that preponderant ownership and effective control of that airline is vested in nationals of that Contracting Party, or where the airline fails to comply with the laws of the State over whose territory it operates or fails to fulfil its obligations under this Agreement and its annex.

#### *Article VII*

Each Contracting Party may, by giving advance notice to the other Contracting Party, substitute other national airlines for the airlines designated to operate the agreed services. The new designated airlines shall have the same rights and obligations as those for which they are substituted.

#### *Article VIII*

The air transport companies designated by each of the Contracting Parties shall appoint legal representation having sufficient authority to answer to the competent authorities of the other Contracting Party with respect to the obligations placed on such companies in the course or as a consequence of their activities.

#### *Article IX*

1. Each Contracting Party agrees, on condition of reciprocity, to grant free transfer, within a reasonable time, of the excess of receipts over expenditure earned in its territory by the designated airline or airlines of the other Contracting Party from the transport of passengers, baggage, mail and cargo, or from any other commercial activities related to air transport that may be authorized under local regulations.

2. Such transfers shall be effected in accordance with the exchange regulations of each of the Contracting Parties, at the official exchange rate for current payments, or, if there is no official exchange rate, at the prevailing foreign exchange market rate for current payments.

3. In so far as methods of payment between the Contracting Parties may be regulated by a special agreement, that special agreement shall be applicable.

#### *Article X*

If either of the Contracting Parties considers it desirable to amend any clause of this Agreement or its annex, it may request that consultations be held between the aeronautical authorities of the two Contracting Parties. Such consultations shall begin within a period of sixty (60) days from the date of the request. Any amendment

to the Agreement or the annex agreed between the said authorities shall enter into force upon confirmation by an exchange of notes through the diplomatic channel.

#### *Article XI*

1. Either Contracting Party may notify the other through the diplomatic channel of its decision to denounce this Agreement; such notice of denunciation shall be simultaneously communicated to the International Civil Aviation Organization (ICAO).

2. The Agreement on commercial air transport shall expire six (6) months after receipt of the notice of denunciation from the other Contracting Party, unless such notice is withdrawn by mutual agreement before the end of that period.

3. In any case, in the absence of acknowledgement from the other Contracting Party, the notice of denunciation shall be deemed to have been received fourteen (14) days after its receipt by the International Civil Aviation Organization (ICAO).

#### *Article XII*

1. Any dispute relating to the interpretation or enforcement of this Agreement on commercial air transport that cannot be settled through consultations or negotiations shall be referred to an arbitral tribunal at the request of the Contracting Parties.

2. The arbitral tribunal shall be composed of three arbitrators, each of the Contracting Parties appointing one arbitrator and those two arbitrators appointing the third, subject to confirmation by each of the Contracting Parties. The first two members of the arbitral tribunal shall be appointed within forty-five (45) days of the date of notification by one of the Contracting Parties to the other Contracting Party of its intention to refer the dispute to arbitration, and the third within sixty (60) days of the date of the appointment of the first two.

3. If the time-limits mentioned above are not complied with, each of the Contracting Parties may, if no other agreement has been reached, request the President of the Council of the International Civil Aviation Organization (ICAO) to make the necessary appointments. If the latter is a citizen of either Contracting Party's country or if for any other reason he cannot comply with the request, the necessary appointments shall be made by his deputy.

4. The tribunal shall determine its own procedure, make its decisions by majority vote and hand down its judgement within sixty (60) days of its appointment.

5. The Contracting Parties shall comply with any decision rendered pursuant to paragraphs 2, 3 and 4 of this article.

6. If either of the Contracting Parties does not comply with a decision rendered under paragraphs 4 and 5 of this article, the other Contracting Party may limit, withdraw or revoke any right or privilege granted under this Agreement to the non-compliant Contracting Party or designated airline so long as compliance is refused.

#### *Article XIII*

This Agreement and its annex and any contracts relating thereto shall be registered with the International Civil Aviation Organization.

#### Article XIV

Should the two Contracting Parties ratify or accede to a multilateral aviation convention, this Agreement and its annex shall be amended to conform with the provisions of such convention upon its entry into force between them.

#### Article XV

This Agreement replaces all privileges, concessions or authorizations previously granted in whatsoever respect by either of the Contracting Parties to airlines of the other Contracting Party.

#### Article XVI

For the purposes of this Agreement and its annex:

(a) The term “aeronautical authorities” shall mean, in the case of the French Republic, the General Directorate of Civil Aviation and, in the case of the Argentine Republic, the Air Force High Command, National Directorate of Commercial Air Transport; or, in both cases, any person or agency authorized to perform the functions at present exercised by them.

(b) The word “territory” shall be understood as defined in article 2 of the Convention on International Civil Aviation concluded at Chicago on 7 December 1944.<sup>1</sup>

(c) The term “designated airline” shall mean any airline selected by one of the Contracting Parties to operate the agreed services and whose designation has been notified to the competent aeronautical authorities of the other Contracting Party, in accordance with the provisions of article II of this Agreement.

(d) The definitions in article 96, paragraphs (a), (b) and (d), of the aforementioned Convention on International Civil Aviation shall apply to this Agreement.

(e) The term “capacity” shall mean the payload of an aircraft expressed in terms of the number of seats for passengers and the permissible tonnage for mail and cargo offered for an agreed service, during a specified period, by all aircraft used in the operation of the said service.

(f) The term “air route” shall mean the pre-established route to be followed by an aircraft performing a scheduled air service for the public transport of passengers, cargo and mail.

(g) The term “change of gauge” shall mean that the route is flown beyond a certain stopping point by the same airline using a different aircraft from the one used before that point.

#### Article XVII

The aeronautical authorities of the two Contracting Parties shall resolve by mutual agreement and on the basis of reciprocity any question concerning the execution of this Agreement and its annex and shall consult from time to time in order to ensure that its principles and intentions are satisfactorily applied and implemented.

<sup>1</sup> 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.

*Article XVIII*

The Contracting Parties undertake to use their best efforts with Governments of countries situated along the routes specified in the annex of this Agreement to ensure that the Agreement is fully and effectively complied with.

*Article XIX*

The provisions of this Agreement shall be applied provisionally from the date of its signature. They shall enter into force definitively as soon as the two Contracting Parties have informed each other that the relevant constitutional processes have been completed.

DONE at Buenos Aires on 13 July 1983, in duplicate in the French and Spanish languages, both texts being equally authentic.

For the Government  
of the French Republic:

[J. D. PAOLINI]

For the Government  
of the Argentine Republic:

[A. LANARI]

## ANNEX

## I

The Government of the French Republic grants to the Government of the Argentine Republic the right to have air services operated by one or more airlines which it shall designate on the routes described in the attached schedule B, with the exception of any cabotage in French territory.

## II

The Government of the Argentine Republic grants to the Government of the French Republic the right to have air services operated by one or more airlines which it shall designate on the routes described in the attached schedule A, with the exception of any cabotage in Argentine territory.

## III

The airline or airlines designated by each Contracting Party in accordance with the provisions of the Agreement and of this annex shall have, in the territory of the other Contracting Party, the right of non-stop transit and the right to make stops for non-traffic purposes at airports open to international traffic.

## IV

(a) The airline or airlines designated by each Contracting Party shall also have, under the conditions set forth in this section, the right to set down and take on international traffic in passengers, mail and cargo at the points mentioned in the attached schedules.

(b) The airline or airlines designated by each Contracting Party shall be assured of fair and equitable treatment so as to enjoy equal opportunities for the operation of the agreed services between their respective territories.

(c) In operating on common routes, the airline or airlines designated by each Contracting Party shall take their mutual interests into account, so as not to affect unduly their respective services.

(d) The total capacity that shall be offered by airlines of the Contracting Parties on the agreed services shall be as granted or approved by the aeronautical authorities of the Contracting Parties before commencement of the service and, subsequently, according to the foreseeable traffic requirements.

The agreed services operated by the airlines designated by the Contracting Parties shall have as their principal objective the provision, at a reasonable load factor, of adequate capacity to meet the commercial demand on the specified routes and in particular between the territories of the two Contracting Parties.

Each Contracting Party shall offer equal and fair opportunities to airlines designated by each Contracting Party as regards the operation of the agreed services between their respective territories, so that equality and mutual benefit may prevail, through the distribution, in principle in equal parts, of the total capacity between the two Contracting Parties.

In the absence of any agreement between the Contracting Parties on the capacity to be offered in the agreed services, the capacity that may be offered by the airlines designated by the Contracting Parties shall not exceed the total capacity (seasonal variations being considered) previously granted.

(e) Within the limit of the capacity provided under the terms of the preceding paragraph (d) and as a supplement thereto, the airlines designated by either Contracting Party may



satisfy the traffic requirements between the territories of third States situated on the agreed routes and the territory of the other Contracting Party.

(f) Additional capacity over and above that mentioned in paragraph (d) may be provided whenever it is warranted by the traffic requirements of the countries served by the route.

(g) With regard to the implementation of paragraphs (d), (e) and (f) above, the development of local and regional services constitutes a fundamental and primary right of the countries concerned with the route.

(h) The Contracting Parties undertake to consult periodically with a view to examining the manner in which the provisions of this section are being applied by the designated French and Argentine airlines and ensuring that the interests of their local and regional services and their through services are not adversely affected.

During such consultations, the Contracting Parties shall take into account statistics of traffic carried which they undertake to exchange regularly.

## V

(a) Tariffs shall be fixed at reasonable levels, regard being had in particular to operating costs, reasonable profit, the tariffs charged by other airlines operating over all or part of the same route, and the characteristics of each service, such as speed and comfort.

(b) The tariffs charged in respect of traffic taken on or set down at any of the stops on the route may not be lower than those charged for the same traffic by the airlines of the Contracting Party which operate local or regional services over the corresponding segment of the route.

(c) The tariffs to be charged on the agreed services between the points in French territory and the points in Argentine territory described in the attached schedules shall be fixed to the extent possible, by agreement between the French and Argentine designated airlines.

These airlines shall proceed to fix the tariffs:

1. Either by implementing any resolutions adopted under the tariff-fixing procedure of the International Air Transport Association (IATA);
2. Or by direct agreement, after consultations where necessary, with any airlines of third countries which may be operating on all or part of the same routes.

(d) The tariffs so fixed shall be submitted for approval to the aeronautical authorities of each Contracting Party not less than thirty (30) days before the date set for their entry into force; in special cases this time-limit may be reduced, subject to the agreement of the said authorities.

(e) Should the designated airlines fail to agree on the fixing of a tariff in accordance with the provisions of paragraph (c) above, or should one of the Contracting Parties make known its dissatisfaction with the tariffs submitted to it in accordance with paragraph (d) above, the aeronautical authorities of the Contracting Parties shall endeavour to reach a satisfactory settlement.

(f) The aeronautical authorities of the two Contracting Parties shall seek to ensure (1) that the tariffs charged and collected are in accordance with the tariffs they have jointly established and (2) that no airline reduces those tariffs, either by direct or indirect means, including the payment of excessive commissions to agents.

In the last resort, the matter shall be referred to the arbitration provided for in article XII of the Agreement.

The Contracting Party making known its dissatisfaction shall have the right to require the other Contracting Party to maintain the tariffs previously in force pending the announcement of the arbitral award or the ordering of provisional measures in accordance with the provisions of article XII of this Agreement.

## VI

(a) The designated airlines of either Contracting Party shall be entitled not to serve one or more points on the routes specified on all or part of their services.

The designated airlines of either Contracting Party shall be entitled to end their services on specified routes in the territory of the other Contracting Party and/or to any other point beyond that territory.

The designated airlines of either Contracting Party shall have the right to serve other points on the specified routes, on condition that no traffic right is exercised between those points and the territory of the other Contracting Party.

The designated airlines of either Contracting Party shall have the right, on all or part of the agreed services, to change the order in which points are served.

The designated airlines of either Contracting Party shall have the right to make stops at points on the specified routes.

(b) Any modification of the air routes mentioned in the following schedules which would affect stops in territories other than those of the Contracting Parties shall not be construed as a modification of this annex. The aeronautical authorities of either Contracting Party may therefore proceed unilaterally to make such a modification, as indicated in paragraph (a) of this section, provided that notice thereof is given without delay to the aeronautical authorities of the other Contracting Party.

(c) If those authorities consider that, having regard to the principles set forth in section IV of this annex, the interests of their national airlines are affected by the fact that traffic is carried on between their own territory and the new stop in a third country by the airlines of the other Contracting Party, they shall consult with the aeronautical authorities of the other Contracting Party, with a view to reaching a satisfactory agreement.

(d) When, for reasons of economy of operation, different aircraft are used on different sections of the agreed routes and the change of gauge takes place in the territory of one of the Contracting Parties at a point mentioned in the attached schedules, the second aircraft shall fly a service continuing from the one flown by the first aircraft and shall normally await the arrival of the latter before itself taking off.

When there is a certain capacity available in the craft used between the point of change of gauge and onward points, that capacity may be allotted, on the outward and return journeys to international traffic from or to the territory where the change was made, subject to the provisions of this Agreement and its annex, and particularly section IV, paragraphs (d), (e), (f) and (g), of the said annex.

No change of gauge may be made in the territory of either Contracting Party if it modifies the operating characteristics of a through service or if it is incompatible with the principles contained in this Agreement and its annex.

## VII

The agreed services listed in the route schedules may connect with the services operated on other routes of the designated airlines of each Contracting Party as well as the services operated on the routes of other airlines.

## VIII

Upon the entry into force of this Agreement, the aeronautical authorities of the two Contracting Parties shall as promptly as possible exchange information concerning the authorization given to their designated airlines to operate the agreed services. Such information shall include copies of the authorization granted, any modification thereof and all annexed documents.

The aeronautical authorities of each of the two Contracting Parties shall communicate to the other, at least 15 days before their respective services go into operation, for approval, the schedules, frequencies and the type of aircraft that will be used. They shall also communicate any subsequent modification.

## IX

As long as foreigners require a visa to enter the two countries, the crews who are assigned to the agreed services and whose names appear on the manifests of the aircraft of each country must be in possession of a valid passport with the requisite visa and of an identity document issued by the airline to which they belong.

The aeronautical authorities of the two countries shall endeavour as far as possible to implement accelerated or exceptional procedures for issuing visas to the air crews of the designated airlines, so as to provide those crews visas for as long a period as possible and for an “unlimited” number of trips.

## SCHEDULE A

## AIR ROUTES SERVED BY FRENCH AIRLINES

From France via a point in Portugal (Lisbon) or in Spain (Madrid), Casablanca, Dakar, Recife, Salvador de Bahia, Rio de Janeiro, São Paulo and Montevideo to Buenos Aires, and Mendoza and, thence to Santiago, Chile, in both directions

## SCHEDULE B

## AIR ROUTES SERVED BY ARGENTINE AIRLINES

From Argentina via Rio de Janeiro, Natal, Recife, Dakar and Madrid to Nice<sup>(\*)</sup> and Paris and thence to London, Frankfurt, Copenhagen and Stockholm, in both directions

(\*) With traffic rights under the third, fourth and fifth freedoms of the air in respect of every point on the route if service is provided to Nice as a terminus or instead of service to Paris.

With traffic rights under the third and fourth freedoms of the air and, in respect of points in Europe only, the fifth, if service to Nice is combined with service to Paris.

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