

No. 30724

**FRANCE
and
MEXICO**

**Agreement on air transport (with annex). Signed at Paris on
18 May 1993**

Authentic texts: French and Spanish.

Registered by France on 28 February 1994.

**FRANCE
et
MEXIQUE**

**Accord relatif aux transports aériens (avec annexe). Signé à
Paris le 18 mai 1993**

Textes authentiques : français et espagnol.

Enregistré par la France le 28 février 1994.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ ON AIR TRANSPORT BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE UNITED MEXICAN STATES

The Government of the French Republic and the Government of the United Mexican States,

Being parties to the Convention on International Civil Aviation, signed at Chicago on 7 December 1944,² and considering:

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

That they desire to strengthen even more the cultural and economic bonds which link their peoples and the understanding and goodwill which exist between them;

That it is desirable to organize, on equitable bases of equality and reciprocity, regular air services between the two countries, in order to obtain greater cooperation in the field of international air transport;

Have agreed to conclude an agreement which will facilitate the attainment of the aforementioned objectives.

Article 1

DEFINITIONS

For the interpretation and application of this Agreement and its annex, the terms set out below shall have the following meanings:

A. The term “Convention” means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes any annexes and amendments adopted in accordance with articles 90 and 94 of the Convention which have been ratified by both Contracting Parties;

B. The term “Agreement” means this Agreement and its annex and any amendments to the latter or to the Agreement;

C. The term “Aeronautical Authority” means, in the case of the French Republic, the Directorate General for Civil Aviation and, in the case of the United Mexican States, the Ministry of Communications and Transport, or, in either case, the person or body authorized to perform the functions exercised at present by the said Authorities;

¹ Came into force on 24 September 1993, the date on which the Contracting Parties notified each other (on 10 August and 24 September 1993) of the completion of the required constitutional procedures, in accordance with article 23.

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.

D. The term “territory” in relation to a State means the land areas, internal waters, and territorial waters adjacent thereto under the sovereignty, protection or mandate of that State;

E. The term “designated airline” means an airline designated and authorized in accordance with the provisions of article 3 of this Agreement;

F. The term “air service” means any scheduled air service performed by aircraft for the public carriage 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” means a landing for any purpose other than taking on or discharging passengers, cargo or mail;

I. The term “tariff” means the price paid for the carriage of passengers, baggage and cargo and the conditions under which such a sum is charged, including amounts and commissions for agency or other auxiliary services, with the exception of payments and other conditions for the carriage of mail;

J. 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 that can be carried;

K. The term “capacity offered” means the total of the capacities of the aircraft utilized for the operation of each of the agreed air services multiplied by the frequency;

L. The term “frequency” means the number of roundtrips over a given period that an airline operates on a specified route;

M. The term “specified routes” means the routes described in the route schedule annexed to this Agreement;

N. The term “agreed services” means the international air services which may, in accordance with the provisions of this Agreement, be established on the specified routes;

O. The term “air security” means the combination of measures and human and material resources for the protection of civil aviation against acts of unlawful seizure;

P. The term “change of gauge” means that beyond a certain point on a specified route, the service is performed by an aircraft other than that used up to that point on that same route.

Article 2

GRANTING OF RIGHTS

1. Each Contracting Party shall grant to the other Contracting Party the rights specified in this Agreement with the purpose of establishing international scheduled air services on the routes specified in the annex to this Agreement.

2. Except as otherwise provided in this Agreement, the airline or airlines designated by each Contracting Party shall enjoy, in the operation of agreed air services on the specified routes, the following rights:

- (a) To fly without landing across the territory of the other Contracting Party;
- (b) To make stops for non-commercial purposes in the territory of the other Contracting Party;
- (c) To embark and disembark in the said territory, at the points specified in the annexed route schedule, passengers, cargo and mail in international traffic from or to the other Contracting Party or another State.

3. Nothing in this Agreement shall be interpreted as conferring on the airline or airlines designated by a Contracting Party the right to embark, in the territory of the other Contracting Party, passengers, cargo or mail for another destination in the territory of that other Contracting Party, in return for payment or under the terms of a lease agreement.

4. Rights to engage in traffic to a point or points not specified in the route schedule, whether intermediate points or points outside the agreed routes, may be granted only by agreement or, if need be, following consultation between the Aeronautical Authorities of the two Contracting Parties.

Article 3

DESIGNATION AND AUTHORIZATION OF AIRLINES

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the operation of the agreed services on the specified routes.

2. The airline or airlines may begin air services on a specified route either immediately or at a later date, as the Contracting Party to which the rights have been granted wishes, after that Party has designated the airline or airlines which will operate the services on the route in question and after the other Contracting Party has issued the corresponding authorization. That other Contracting Party, pursuant to the provisions of article 2, shall issue the authorization and may require the designated airline or airlines to comply with the instructions laid down by that Contracting Party in accordance with its laws and regulations.

Article 4

REVOCATION OR SUSPENSION OF AUTHORIZATIONS

1. Each Contracting Party reserves the right to deny an operating authorization to an airline designated by the other Contracting Party or to revoke an operating authorization granted to it, or to suspend the exercise by that airline of the rights specified in article 2 of this Agreement or impose such conditions as it may deem necessary on the exercise of those rights:

(a) If it is not satisfied that a substantial portion of the ownership and effective control of the airline are vested in the Contracting Party which designated the airline or in its nationals; or

(b) If the airline has not complied with the laws and regulations of the Contracting Party granting those rights; or

(c) If the airline or the Government designating it no longer fulfils the conditions prescribed in this Agreement.

2. Unless revocation, suspension or imposition of the conditions referred to in paragraph 1 of this article is immediately necessary in order to prevent further infringements of the aforementioned laws and regulations or of the provisions of this Agreement, such right shall be exercised only after consultation with the other Contracting Party.

Article 5

OBSERVANCE OF LAWS AND REGULATIONS

1. The laws and regulations of each Contracting Party applicable in its territory to the entry and departure of aircraft engaged in international air navigation or to the operation and piloting of those aircraft shall apply to aircraft of the designated airline or airlines of the other Contracting Party while within its territory, in the same way as they apply to the aircraft of that other Contracting Party. Those aircraft shall comply with those laws and regulations upon entering or leaving the territory of the first Contracting Party and while within its territory.

2. Passengers, crew and shippers of goods shall submit, either personally or through a third party acting for and on behalf of them, to the laws and regulations in force in the territory of each Contracting Party in respect of the entry, stay and departure of passengers, crew and goods, and in particular to the provisions relating to import and export, immigration, customs and sanitary measures.

3. The aforementioned laws and regulations shall be the same as those applied to national aircraft used on similar international services.

Article 6

CERTIFICATES OF AIRWORTHINESS, CERTIFICATES OF COMPETENCY AND LICENCES

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by a Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating agreed services on the routes specified in this Agreement, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above any minimum established by the Convention.

2. However, each Contracting Party reserves the right to refuse to recognize, for the purpose of flight above or landing in its own territory, the validity of certificates of competency and licences issued to its own nationals by the other Contracting Party or by a third country.

Article 7

AIRPORT CHARGES

Each Contracting Party may impose or permit to be imposed on aircraft of the other Contracting Party fair and reasonable charges for the use of public airports and other facilities. Each of the Contracting Parties agrees, however, that the said charges shall not be higher than those paid for the use of such airports and facilities

by its own aircraft providing similar international services, in accordance with article 15 of the Convention.

Article 8

CUSTOMS DUTIES

1. Aircraft operated in international air services by the airline or airlines designated by either Contracting Party, as well as the equipment carried for the operation of the aircraft, fuel, lubricants, technical supplies for consumption, and stores (including food, tobacco and beverages) on board such aircraft, shall be exempt from all customs duties, national taxes, inspection fees and other federal, state or municipal duties, taxes and charges on arriving in the territory of the other Contracting Party, provided that such equipment and stores remain on board the aircraft until such time as they are re-exported, even if the said articles are used or consumed on the part of the route which is over the aforementioned territory.

2. The following shall also be exempt, on terms of reciprocity, from the same duties and charges, with the exception of charges for services rendered:

(a) Fuel, lubricants, technical supplies for consumption, spare parts, including engines, which shall be exported after they have been changed, tools and special equipment for maintenance and repairs, as well as stores (including beverages and tobacco), airline documents such as tickets, brochures and other printed matter required for airline services, and publicity material considered necessary and used solely for the development of the airline's activities, sent by or for the airline or airlines of one Contracting Party to the territory of the other Contracting Party.

(b) Fuel, lubricants, technical supplies for consumption, spare parts, including engines, which shall be exported after they have been changed, standard equipment and stores (including food, beverages and tobacco) placed on board the aircraft of the airline or airlines of one of the Contracting Parties in the territory of the other Contracting Party and used in international services, even if such articles are used or consumed on the part of the route which is over the aforementioned territory.

3. The equipment normally carried on board the aircraft, together with other material and supplies remaining on board the aircraft of either of the Contracting Parties, may be unloaded in the territory of the other Contracting Party only with the prior authorization of the customs authorities of the territory concerned. In such cases, they may be stored under the supervision of the said authorities until they are exported or used in accordance with the relevant legal provisions.

4. Passengers in transit across the territory of either Contracting Party shall be subject only to simplified control. Baggage and cargo in direct transit shall be exempt from customs and other similar duties.

Article 9

EQUAL OPPORTUNITIES

The Contracting Parties agree that the airlines designated by them shall be accorded fair and equitable treatment in the operation of the agreed services on the specified routes between their respective territories, on the basis of the principle of equal opportunities.

Article 10

CAPACITY

1. The agreed services provided by the designated airlines of the Contracting Parties shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to meet the requirements for air transport on the specified routes.

2. Provisions for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of States other than those designating the airlines shall be made in accordance with the general principles that the capacity provided shall be related to:

(a) Traffic requirements to and from the territory of the Contracting Party which has designated the airline concerned;

(b) Traffic requirements of the area through which the agreed services pass, after taking account of other agreed services established by airlines of the States comprising the area; and

(c) The requirements of through airline operation.

3. Each Contracting Party and its designated airline or airlines shall take into consideration the interests of the other Contracting Party and its designated airline or airlines, so as not to affect unduly the services provided by the latter airline or airlines.

Article 11

APPROVAL OF PROGRAMMES

1. The airline or airlines designated by each Contracting Party shall submit their operating programmes for each winter and summer season to the Aeronautical Authorities of the Contracting Parties for approval, at least thirty (30) days prior to the commencement of operation. The programme shall include schedules, frequency of flights, types and configurations of aircraft, tariffs and the transport conditions applied. The Aeronautical Authorities of the Contracting Parties shall make known their decision to approve or reject the programme at least fifteen (15) days prior to the commencement of operation.

Any amendment, even a minor amendment, which the designated airlines may wish to make to their operating programmes at a later date shall first be submitted within a reasonable time-limit to the Aeronautical Authorities of the Contracting Parties.

2. If, exceptionally, one of the designated airlines wishes to carry out an additional or special flight, it may do so only with the prior agreement of the Aeronautical Authorities of the Contracting Parties.

Article 12

CHANGE OF GAUGE

In operating the agreed services on the specified routes, the airline or airlines designated by one Contracting Party may make a change of gauge in the territory of the other Contracting Party on the following conditions:

- (a) That it is justified by reason of economy of operation;
- (b) That the aircraft used on the section of the route more distant from the point of departure in the territory of the Contracting Party which designated the airline concerned is not larger in capacity than that used on the nearer section;
- (c) That the long-haul nature of the service is not modified;
- (d) That the operation is compatible with article 10 of this Agreement.

Article 13

TARIFFS

1. The tariffs applied by the airlines of one Contracting Party for carriage on the agreed services shall be established at reasonable levels, due regard being given to all relevant factors, especially cost of operation, reasonable profit, the characteristics of the service and the tariffs applied by other airlines.

2. The tariffs referred to in paragraph 1 of this article shall, if possible, be established by mutual agreement between the airlines designated by the Contracting Parties.

3. The tariffs so agreed shall be submitted for approval to the Aeronautical Authorities of the Contracting Parties at least thirty (30) days before the proposed date of their introduction. In certain cases, this time-limit may be reduced subject to the consent of the said Authorities. Prior approval by the Aeronautical Authorities of both Parties shall be necessary for the introduction of a tariff.

4. If the airlines cannot agree on a tariff or if, for any reason, a tariff cannot be established in accordance with the provisions of paragraph 2 of this article, or if, within the first fifteen (15) days of the period of thirty (30) days referred to in paragraph 3 of this article, one of the Contracting Parties gives the other Party notice of its dissatisfaction with any tariff in accordance with the provisions of paragraph 2 of this article, the Aeronautical Authorities of the Contracting Parties shall endeavour to determine the tariff by mutual agreement.

5. If the tariff cannot be established in accordance with the provisions of paragraphs 2, 3 and 4 of this article, the dispute shall be settled in accordance with the provisions of article 19 of this Agreement.

6. Tariffs established in accordance with the provisions of this article shall remain in force until a new tariff has been established by means of the procedure specified in this article. However, the applicability of a tariff shall not be extended by virtue of this paragraph for a period of more than six months from the date on which it had been scheduled to expire.

7. In determining tariffs, account shall also be taken of the recommendations of the international body whose regulations are usually applied.

8. The airlines designated by the Contracting Parties shall in no case modify prices under current tariffs or the rules for their application before such modifications have been approved by the Aeronautical Authorities of both Parties.

9. The airlines designated by the Contracting Party shall under no circumstances reimburse any portion of the tariffs, either directly or indirectly, by

means such as the payment of excessive commissions to agents or the application of fictitious exchange rates to currency conversions.

Article 14

AIR SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their mutual obligation to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963,¹ the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970,² and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971,³ or any other multilateral Convention or amendment to the existing Conventions when they have been accepted by both Contracting Parties.

2. The Contracting Parties shall provide, upon request, all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities and services, and any other threat to the security of civil aviation.

3. The Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization to the extent that such security provisions are applicable to the said Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that its operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 above required by the other Contracting Party for entry into, departure from, or while within, its territory. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading; each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities and services occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

¹ United Nations, *Treaty Series*, vol. 704, p. 219.

² *Ibid.*, vol. 860, p. 105.

³ *Ibid.*, vol. 974, p. 177.

Article 15

TRANSFER OF RECEIPTS

[1.] Each Contracting Party undertakes to grant the designated airline or airlines of the other Contracting Party free transfer of the excess of receipts over expenditure achieved in its territory in connection with the carriage of passengers, baggage, mail and cargo, and other commercial activities related to air transport and authorized in accordance with the laws and regulations of each Contracting Party.

2. For the purpose of such transfers, conversion into the respective currencies shall take place at the rate of exchange applicable to that type of transaction on the date on which the corresponding amounts are presented for conversion and transfer.

3. Where transfers between the Contracting Parties are governed by a special agreement, that agreement shall be applied.

Article 16

PROVISION OF STATISTICAL DATA

The designated airlines shall furnish to the Aeronautical Authorities, on request, all the statistical data required for determining the volume of traffic carried by those airlines in the agreed services.

Article 17

REPRESENTATION OF AIRLINES

1. The designated airline or airlines of each Contracting Party shall have the right to establish commercial offices in the territory of the other Contracting Party and, in conformity with the laws and regulations of the other Contracting Party regarding entry, residence and employment in its territory, to employ and maintain in the territory of the other Contracting Party the necessary personnel for the functioning of their services.

2. The designated airline or airlines of each Contracting Party shall have the right to engage directly in the sale of airline transport in the territory of the other Contracting Party and, at the discretion of the airline, through its (or their) agents. The designated airline or airlines of each Contracting Party shall have the right to sell such transport and any person shall be free to purchase it in the currency of the other Contracting Party.

Article 18

CONSULTATION

1. Consultation for the purpose of analyzing the interpretation and application of, or amendment to, 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 through the diplomatic channel, unless the Contracting Parties agree to extend this period. If agreement is reached on amendment of the

Agreement, such agreement shall be confirmed through an exchange of diplomatic notes.

[2. The amendments or modifications to this Agreement and its annex which are approved by the Contracting Parties shall enter into force definitively, after the completion of the constitutional formalities required by each of the Parties, through a further exchange of notes.]¹

Article 19

SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, they shall in the first place try to settle it by direct negotiation.

If the Contracting Parties fail to reach a settlement by direct negotiation, they may submit the dispute for decision to a competent person or body.

2. If no settlement is reached through these methods, the dispute 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, who shall act as President of the tribunal, 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.

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

If within the time allowed no agreement is reached concerning either of the first two arbitrators, or the third arbitrator, those arbitrators shall be designated by the President of the Council of the International Civil Aviation Organization, in conformity with its practice, at the request of either of the Contracting Parties.

The Contracting Parties undertake to comply with any provisional or definitive decision imposed in accordance with the provisions of this article.

Each Contracting Party shall bear the costs of the arbitrator appointed by it. The costs of the tribunal shall be shared equally between the Contracting Parties, including any expenses incurred by the President of the International Civil Aviation Organization for the purpose of designating the third arbitrator.

Article 20

REGISTRATION WITH THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

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

¹ The paragraph between brackets has been translated from the authentic French text, and does not reflect the authentic Spanish text — Le paragraphe entre crochets a été traduit à partir du texte authentique français et ne reflète pas le texte authentique espagnol.

*Article 21*COMPATIBILITY OF THE AGREEMENT
WITH A MULTILATERAL CONVENTION

This Agreement shall be amended so as to conform to any future multilateral convention which is binding on both Contracting Parties.

Article 22

DENUNCIATION OF THE AGREEMENT

Either Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to denounce this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement before the expiry of that period.

If the other Contracting Party fails to acknowledge receipt of the notice, it shall be deemed to have been received fourteen (14) days after receipt of such notice by the International Civil Aviation Organization.

Article 23

ENTRY INTO FORCE

This Agreement shall enter into force on the date on which the Contracting Parties notify each other through an exchange of diplomatic notes that the required constitutional formalities have been fulfilled.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement in duplicate, in the French and Spanish languages, both texts being equally authentic.

DONE at Paris on 18 May 1993.

For the Government
of the French Republic:

BERNARD BOSSON
Minister of Public Works,
Transport and Tourism

For the Government
of the United Mexican States:

EMILIO GAMBOA PATRON
Minister of Communications
and Transport

ANNEX

ROUTE SCHEDULE

French route

From France, via Houston and New York (1), to Mexico, and vice versa.

(1) To New York, cargo flights only.

Mexican route

From Mexico, via Miami and Madrid, to France and beyond to Frankfurt, and vice versa.

1. The designated airlines of the Contracting Parties may, at their option, on all or part of their passenger and cargo services:

- Serve a point or points, intermediate and beyond, not mentioned in the route schedule, provided that no traffic right is exercised between such points and the territory of the other Contracting Party;
- Omit stops at one or more points on the agreed routes;
- Serve points on the agreed routes in the combination and order of their choice;
- Make the points on their agreed routes in the territory of the other Contracting Party co-terminal;
- Terminate their flights in the territory of the other Contracting Party or beyond;

provided that the services arrive at or depart from the territory of the Contracting Party which designated the airline.

2. Traffic rights to a point or points not included in the route schedule, whether intermediate or beyond the agreed routes, may be granted only by agreement or, if need be, following consultation between the Aeronautical Authorities of the two Contracting Parties.
