

AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE GOVERNMENT OF SPAIN

Note: The Agreement was concurred in by the Senate, S.R. No. 96, May 22, 1952. The Philippine instrument of ratification was signed by the President, October 5, 1953. The Agreement entered into force, December A, 1953 upon the exchange of ratification between the Parties. It was proclaimed by the President, Proc. No. 199, S. 1955.

Reference: This Agreement is also published in II DFA TS No. 1, p. 31 and 215 UNTS p. 193. The Presidential proclamation of the Agreement is published in 51 O.G., No. 4931 (Oct. 1955).

The Government of the Republic of the Philippines and the Government of Spain, desiring to conclude an Agreement for the purpose of establishing as soon as possible air transport services between the territories of the Philippines and Spain and beyond, have designated for this purpose the undersigned Plenipotentiaries who, being duly authorized by their respective Governments to this end, have agreed as follows:

ARTICLE I

Each of the Contracting Parties grants to the other the rights as specified in the Annex to this Agreement, with the object of establishing the air transport services described in said Annex and which shall hereinafter in this Agreement be described as "Agreed Services."

ARTICLE II

The development of air transport service between their respective territories constitutes for the Contracting Parties a fundamental and primordial right.

ARTICLE III

For the purpose of this Agreement and its Annex, except where the text provides otherwise:

(a) The term "Aeronautical Authorities" shall mean in the case of the Republic of the Philippines, the Civil Aeronautics. Board, and in the case of Spain the Central Office of Civil Aviation of the Ministry of Air (Direccion General de Aviacion Civil), or their respective legal successors.

(b) The term "designated airlines" shall mean those airlines that the aeronautical authorities of one of the Contracting Parties have communicated in writing to the aeronautical authorities of the other Contracting Party as the airlines that they have designated in conformity with Article IV of the present Agreement for the routes specified in such notice. The term "airline" shall be used in the present Agreement to refer to the airline or airlines designated by the Contracting Parties in conformity with the foregoing.

(c) The term "territory" shall have the meaning given to it by Article II of the Convention on International Civil Aviation, signed at Chicago on December 7, 1944.

(d) The definitions contained in paragraphs (a), (b), and (d) of Article 96 of the Convention on International Civil Aviation, signed at Chicago on December 7, 1944, are applicable in this Agreement.

ARTICLE IV

1. Each of the agreed services may be inaugurated immediately or at a later date, at the option of the Contracting Party to whom the rights have been granted, but not before:

(a) The Contracting Party to whom the rights have been granted shall have designated an airline for the route or routes specified; and

(b) The Contracting Party granting the rights shall have given the corresponding operating permit to the airline so designated in that manner which it shall do without delay, subject to the provision contained in paragraph 2 of this Article and to the provisions of Article VIII.

2. Each airline so designated may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that it is in a position to fulfill the requirements prescribed by the laws, rules and other regulations applicable to the operation of commercial airlines.

3. Each Contracting Party on prior notification to the other Party shall have the right to substitute another airline for the airline designated for the operation of the agreed services, as well as to designate additional airlines. The new airline that may be designated shall have the same rights and obligations as the previous ones.

ARTICLE V

1. The charges that either of the Contracting Parties may impose or permits to be imposed on the airline designated by the other Contracting Party for the use of airports and other facilities shall not be higher than those paid for the use of such airports and facilities by its national airlines or by the airline most favored nation engaged in similar international services.

2. Aircraft of the designated airline of one Contracting Party and supplies of fuel, lubricating oils, spare parts, normal equipment and aircraft board such aircraft upon arrival in the territory of the other Contracting Party and retained on board upon its departure, shall enjoy exemption from custom duties, inspection fees and similar duties or charges of national or local character in said territory.

3. Fuel, lubricating oils spare parts, normal equipment and aircraft stores of aircraft not otherwise included in the above paragraph 2 that are introduced in the territory of a Contracting Party or placed on board said aircraft by the designated airline of the other Party or on its behalf, solely for the use of the aircraft of said airline, shall enjoy the following treatment with regard to custom duties and

(a) In the case of fuel and lubricating oils placed on board aircraft in said territory and found on board at the last airport where the aircraft landed prior to departure of said aircraft from this territory: exit exemption.

(b) In the case of spare parts, and normal aircraft equipment introduced in said territory: entry exemption.

(c) In the case of fuel, lubricating oils, spare parts and normal equipment and aircraft stores not included in paragraphs (a) and (b): treatment no less favorable than that which is accorded to articles of similar character introduced in said territory and destined for the use of the aircraft of the national airline or of the most favored foreign airline operating international air services.

ARTICLE VI

Certificates of airworthiness, certificates of competency and licenses issued or authorized by one Contracting Party and still in force shall be recognized as valid by the other Party for the purpose of operating the agreed routes. Each Contracting Party reserves the right, however, to refuse to recognize for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by the other Party or by another state.

ARTICLE VII

Each designated airline is authorized to maintain in the territory of the other Contracting Party its own technical and administrative personnel, without prejudice to the national regulations of the respective Contracting Parties. It is hereby understood that this authorization relates to minimum number of personnel necessary for the normal conduct of the services.

ARTICLE VIII

The Postal Administrations of both Contracting Parties shall enter into an arrangement for the carriage of airmail, in conformity with the principles of existing International Conventions on the matter.

ARTICLE IX

The aeronautical authorities of the Contracting Parties, within the limits imposed on them by the provisions of the Multilateral Treaties which they may have entered into, shall do the utmost to reach an understanding as to the minimum facilities they will mutually provide for each other at the airports and at other points on the specified routes, in regard to matters such as navigation facilities, exchange of information, units of measures, language and key words to be used.

ARTICLE X

1. The laws, rules and other regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft, shall be applied to the aircraft of the airline designated by the other Party, while within its territory.

2. The laws, rules and other regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crew, or cargo of aircraft (such as regulations concerning entry, clearance, passports, customs, immigration, emigration, police, quarantine and exchange control), shall be respectively applied to the passengers, crew or cargo of the aircraft of the airline designated by the other Party while within the boundary of the territory referred to.

3. While the requirement of a visa for the admission of foreigners into the territory of either Contracting Party is maintained, the registered crew of the agreed services under the present Agreement shall be exactly from the requirement of a visa provided they are nationals of the other Party and are in possession of a valid passport and an identity document issued by the designated airline to which the aircraft belongs.

ARTICLE XI

Upon prior consultation with the other Party, which shall be held within a period of sixty days counted from the date of the request therefor, each Contracting Party reserves the right to withhold or revoke the exercise of the rights specified in the Annex to the present Agreement, or to impose such conditions as it may deem proper on the airline designated by the other Party in the event substantial ownership and effective control of such airline are not vested in the other Contracting Party or in its nationals. Also, and upon prior notification, each Contracting Party may withhold or revoke the exercise of the rights aforesaid or to impose such conditions as it may deem proper, in any case where the airline fails to comply with the laws, rules and other regulations referred to in Article X of this Agreement, or otherwise fails to comply with the conditions under which such rights have been given.

ARTICLE XII

This Agreement shall be registered with the Council of the International Civil Aviation Organization, in accordance with Article 83 of the Convention on International Civil Aviation, signed at Chicago on December 7, 1944.

ARTICLE XIII

In the event either of the Contracting Parties considers it advisable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the aeronautical authorities of both Parties, such consultation to begin within the period of sixty days from the date of the request. When these authorities mutually agree on modifications affecting the Annex, such modifications will come into effect after they have been confirmed by exchange of diplomatic notes.

In case the Parties fail to reach an agreement, they may exercise the rights reserved to them by Article XVI of this Agreement from the date of the termination of the consultation.

ARTICLE XIV

1. Any controversy relative to the interpretation or application of this Agreement, or its Annex, which cannot be settled through consultation between the Parties to be held within the period of sixty days from the date of the request therefor by either Party, may be submitted, for purposes of an advisory report, to the Council of the International Civil Aviation Organization, or to arbitration by any person or body or Tribunal designated by mutual agreement of the Parties. The Parties undertake to abide by the decision resulting from such arbitration.

2. In the event the dispute is submitted to an Arbitral Tribunal, the composition and rules of procedure of the same shall be in accordance with the following paragraphs: