

No. 8707. AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE CZECHOSLOVAK SOCIALIST REPUBLIC AND THE GOVERNMENT OF THE UNION OF BURMA. SIGNED AT PRAGUE, ON 15 DECEMBER 1965

The Government of the Czechoslovak Socialist Republic and the Government of the Union of Burma,

Desiring to conclude an Agreement for the purpose of establishing direct air communications between their respective territories,

Have accordingly appointed authorized representatives for this purpose, who have agreed as follows :

Article I

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

(1) The term “aeronautical authorities” shall mean in the case of the Czechoslovak Socialist Republic, the Ministry of Transport—Civil Aviation Administration or any person or agency authorized to perform the functions exercised at present by the Ministry of Transport—Civil Aviation Administration and in the case of the Union of Burma, the Ministry of Transport and Communications or any person or agency authorized to perform the functions exercised at present by the Ministry of Transport and Communications.

(2) The term “designated airline” shall mean the airline which the aeronautical authorities of one of the Contracting Parties have notified in writing to the aeronautical authorities of the other Contracting Party as the airline which they have designated in conformity with Article III of the present Agreement for performing the agreed services.

(3) The term “air service” means any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo.

(4) The term “international air service” means an air service which passes through the air space of more than one State.

¹ Came into force on 15 December 1965 upon signature, in accordance with article XVII.

(5) The term “agreed services” means the international air services specified in the Annex to the present Agreement and its Schedules I and II respectively.

Article II

(1) Each Contracting Party grants to the other Contracting Party the rights, as specified in the Annex hereto necessary for establishing the agreed services, whether such services be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted.

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

Article III

Each of the agreed services may be placed in operation as soon as the Contracting Party to whom the rights have been granted by Article II (1) to designate an airline for the route concerned has authorized an airline for such route, and the Contracting Party granting the rights shall, subject to Article IX hereof, be bound to give the appropriate operating permission to the airline concerned; provided that the airline so designated may be required to satisfy the competent aeronautical authorities of the Contracting Party granting the rights that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this Agreement.

Article IV

(1) The tariffs to be charged for the carriage of passengers, baggage, cargo and mail on the routes specified in the Schedules to this Agreement shall be fixed at reasonable level, due regard being paid to all relevant factors, including comparatively economical operation and reasonable profit. Such tariffs shall have the same minimum level for the designated airlines of both Contracting Parties on common or equivalent routes or sectors.

(2) The minimum level of tariffs in respect of any route specified in the Schedules to this Agreement and each sector thereof shall be agreed upon between the designated airlines. The minimum tariff level so agreed shall be subject to the approval of aeronautical authorities of both Contracting Parties. In the event of disagreement between the designated airlines or in case the minimum tariff

level is not approved as required under this paragraph, the aeronautical authorities of the Contracting Parties shall endeavour to reach agreement between themselves.

(3) If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (1) of this Article or on the determination of any tariff under paragraph (2) thereof the dispute shall be settled in accordance with the provisions of Article XIII.

(4) No tariff shall come into effect if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the terms of Article XIII. Until the fixation of new or amended tariffs, in accordance with this Article, the tariffs already in force shall be applied.

Article V

Each Contracting Party undertakes to ensure the transfer of the revenues realized on its territory by means of the transport of passengers, baggage, cargo and mail by the designated airline of the other Contracting Party into its country of origin, after deduction of local expenses, subject to whatever foreign exchange regulations that may be in force from time to time, in its territory.

Article VI

In order to assure equality of treatment, both Contracting Parties agree that :

(1) Each of the Contracting Parties may impose or permit to be imposed on the designated airline of the other Contracting Party just and reasonable charges on mutual basis for the use of designated airports and other facilities under its control. Each of the Contracting Parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and other facilities by its national aircraft engaged in similar international services.

(2) The fuel, lubricating oils and spare parts introduced into the territory of one Contracting Party by or on behalf of the airline of the other Contracting Party, and intended solely for use by aircraft of the designated airline of such Contracting Party shall, with respect to the imposition of customs duties, inspection fees or other national duties or charges by the Contracting Party, be accorded the same treatment as that applying to national airlines and to airlines of the most-favoured nation.

(3) Aircraft of the designated airline of one Contracting Party operating the agreed services and fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board such aircraft shall, upon arriving in or leaving the territory of the other Contracting Party, be exempt from customs duties, inspection fees or similar duties or charges, even though such supplies be used or consumed on flights in that territory.

Article VII

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum national standards which may be established from time to time by the Contracting Parties. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licences granted to its own nationals by another State.

Article VIII

(1) The laws and 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 while within its territory, shall be applied to the aircraft of the airline designated by the other Contracting Party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first Contracting Party.

(2) The laws and regulations of one Contracting Party concerning the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the airline designated by the other Contracting Party upon entrance into or departure from, or while within the territory of the first Contracting Party. Passengers in transit across the territory of one Contracting Party shall be subject to a simplified control. Baggage and cargo shall be exempt from customs duties, inspection fees and similar charges when the transit is direct.

Article IX

Notwithstanding the provisions of Article XVI hereof, each Contracting Party reserves the right to withhold or revoke the exercise of the rights specified

in the Annex to this Agreement by the airline designated by the other Contracting Party in the event that it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other Contracting Party, or in case of failure by such airline or the respective Government to comply with the laws and regulations referred to in Article VIII hereof, or otherwise to perform its obligations hereunder, or otherwise to fulfil the conditions under which the rights are granted in accordance with this Agreement.

Article X

This Agreement and subsequent amendments thereto if any, shall be registered with the International Civil Aviation Organization.

Article XI

In the event either of the Contracting Parties considers it desirable to modify this Agreement or its Annex and Schedules, it may request consultation between the aeronautical authorities of both Contracting Parties, such consultation to begin within a period of sixty days from the date of the request. All modifications so agreed shall come into effect after they have been confirmed by an exchange of diplomatic notes.

Article XII

If a general multilateral air transport Convention accepted by both Contracting Parties enters into force, the present Agreement shall be amended so as to conform with the provisions of such Convention.

Article XIII

Except as otherwise provided in this Agreement or its Annex, any dispute between the Contracting Parties relating to the interpretation or application of this Agreement, which cannot be settled through direct consultation between aeronautical authorities of the Contracting Parties shall be settled through diplomatic channels.

Article XIV

(1) Changes made by either Contracting Party in the routes described in the Schedules I and II, except those which change the points served by the designated airline of one Contracting Party in the territory of the other Contracting Party shall not be considered as modifications of the Annex. The aeronautical authorities of either Contracting Party may therefore proceed unilaterally