

No. 8709

**MAURITANIA
and
SPAIN**

**Air Transport Agreement (with annex). Signed at Madrid,
on 11 May 1965**

Official texts: French and Spanish.

Registered by the International Civil Aviation Organization on 31 July 1967.

**MAURITANIE
et
ESPAGNE**

**Convention sur le transport aérien (avec annexe). Signée à
Madrid, le 11 mai 1965**

Textes officiels français et espagnol.

Enregistrée par l'Organisation de l'aviation civile internationale le 31 juillet 1967.

[TRANSLATION — TRADUCTION]

No. 8709. AIR TRANSPORT AGREEMENT¹ BETWEEN THE
ISLAMIC REPUBLIC OF MAURITANIA AND SPAIN.
SIGNED AT MADRID, ON 11 MAY 1965

The Government of the Islamic Republic of Mauritania and

The Government of Spain,

Being desirous of promoting air transport between Spain and Mauritania,
and of furthering as much as possible international co-operation in this field,

Being desirous of applying to such transport the principles and provisions of
the Convention on International Civil Aviation, signed at Chicago on 7 December
1944,²

Have agreed as follows :

Article I

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing regular international air services on the specified routes. The airlines designated by each Contracting Party shall, while operating an agreed service on a specified route, enjoy the following rights :

- (a) The right to fly without landing over the territory of the other Contracting Party;
- (b) The right to make stops in the said territory for non-traffic purposes;
- (c) The right to make stops in the territory of the other Contracting Party at the points specified in the schedule of routes annexed to this Agreement for the purpose of taking on and putting down international traffic in passengers, mail and cargo, with the exception of cabotage traffic in the said territory.

2. The routes on which the designated airlines shall be authorized to operate international air services (hereinafter referred to as " the specified routes " and " the agreed services ", respectively) shall be specified in the schedule of routes.

3. For the purposes of this Agreement and its annex :

- (a) The word " territory " shall have the meaning assigned to it in article 2 of the Convention on International Civil Aviation.

¹ Applied provisionally from 11 May 1965, the date of signature, in accordance with article XVI.

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, and Vol. 514, p. 209.

(b) The expression “aeronautical authorities” means :

—In the case of the Spanish State, the Air Ministry,

—In the case of the Islamic Republic of Mauritania, the Minister for Civil Aviation, or, in both cases, any person or body authorized to perform the functions exercised at present by them.

Article II

AUTHORIZATIONS REQUIRED

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

2. On receiving notice of such designation, the other Contracting Party shall without delay, subject to the provisions of paragraphs 4 and 5 of this article, grant the necessary authorizations to the designated airline or airlines.

3. Each Contracting Party shall have the right to withdraw its designation of an airline, and to designate another airline instead by written notification to the other Party.

4. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to show proof, in accordance with the provisions of the Convention on International Civil Aviation (Chicago, 1944), that it is able to fulfil the conditions prescribed by the laws and regulations normally and reasonably applied by the said authorities to the operation of international air services.

5. Each Contracting Party shall have the right to withhold the authorizations referred to in paragraph 2 of this article if it is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in its nationals.

6. When an airline has been thus designated and authorized, it may commence operation of any agreed service at any time, provided that a tariff fixed in accordance with the provisions of article 7 of this Agreement is applied to such service.

Article III

REVOCATION AND SUSPENSION

1. Each Contracting Party shall have the right to revoke an authorization granted to an airline designated by the other Contracting Party or to suspend the exercise of the rights specified in article 1 of this Agreement by such airline, if :

(a) It is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in its nationals, or

- (b) The airline has not complied with the laws or regulations of the Contracting Party granting those rights, or
 - (c) The airline fails to operate in accordance with the conditions prescribed in this Agreement.
2. Unless revocation or immediate suspension is necessary to prevent further infringements of the laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

Article IV

CUSTOMS AND EXEMPTIONS

1. Aircraft employed in international traffic by the designated airlines of one Contracting Party and their regular equipment, supplies of fuel and lubricants and aircraft stores (including food, beverages and tobacco), shall be exempt, on arriving in the territory of the other Contracting Party, from all customs duties, inspection fees and other duties and charges, provided such equipment and supplies remain on board the aircraft until re-exported.
2. The following shall likewise be exempt from the same duties and charges, excluding fees levied in consideration of services rendered :
- (a) Aircraft stores taken on board in the territory of one Contracting Party within limits fixed by the authorities of the said Contracting Party and intended for use on board aircraft operating an international service of the other Contracting Party;
 - (b) Spare parts introduced into the territory of one Contracting Party for the maintenance or repair of aircraft employed in international traffic by the designated airlines of the other Contracting Party;
 - (c) Fuel and lubricants intended for aircraft employed in international traffic by the designated airlines of the other Contracting Party, even though such supplies be consumed during that part of the flight which takes place over the territory of the Contracting Party in which they were taken on board.

The stores referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under customs supervision or control.

3. Regular equipment, other articles and stores on board the aircraft of one Contracting Party may not be unloaded in the territory of the other Contracting Party save with the consent of the customs authorities of that territory. When so unloaded, they may be placed under the supervision of the said authorities until they are re-exported or otherwise disposed of in accordance with customs regulations.
4. Passengers in transit across the territory of either Contracting Party shall be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar charges.