

No. 9071

**ARGENTINA
and
CHILE**

Air Transport Agreement (with annexes). Signed at Santiago de Chile, on 14 December 1948

Exchange of notes constituting an agreement approving changes in the route schedule contained in annex B of the above-mentioned Agreement. Buenos Aires, 1 December 1966

Official text: Spanish.

Registered by Argentina on 6 May 1968.

**ARGENTINE
et
CHILI**

Accord relatif aux transports aériens (avec annexes). Signé à Santiago du Chili, le 14 décembre 1948

Échange de notes constituant un accord approuvant des changements au tableau des routes figurant dans l'annexe B à l'Accord susmentionné. Buenos Aires, 1^{er} décembre 1966

Texte officiel espagnol.

Enregistrés par l'Argentine le 6 mai 1968.

[TRANSLATION — TRADUCTION]

No. 9071. AIR TRANSPORT AGREEMENT¹ BETWEEN THE
GOVERNMENT OF THE ARGENTINE REPUBLIC AND
THE GOVERNMENT OF THE REPUBLIC OF CHILE.
SIGNED AT SANTIAGO DE CHILE, ON
14 DECEMBER 1948

The President of the Argentine Republic and the President of the Republic of Chile, having in mind:

The increasing importance and development which have evolved in commercial air navigation;

That this means of transport has special characteristics and affords quick communication between peoples;

That it is the desire of both Governments to organize international air services in orderly fashion, keeping in view the development of international co-operation in the field of air transportation;

That both Governments aspire to participation in a multilateral agreement on commercial air navigation;

That until such a multilateral agreement is concluded, they are disposed to draw up immediately a bilateral agreement on that subject;

For this purpose have designated their Plenipotentiaries, to wit:

The President of the Argentine Republic: His Excellency Colonel Julio A. López Muñiz (Retired), Ambassador Extraordinary and Plenipotentiary of the Argentine Republic to Chile, and Dr. Enrique Alberto Ferreira; and

The President of the Republic of Chile: His Excellency Mr. Germán Riesco Errázuriz, Minister for Foreign Affairs,

Who, after exhibiting their full powers and finding them to be in good and proper form, agree upon the following provisions:

Article I

Each of the Contracting Parties grants to the other Contracting Party the rights which are specified in this Agreement and its annexes for the purpose of establishing the routes and scheduled international commercial air services, both permanent and seasonal, described in annex B.

¹ Came into force on 17 January 1967, thirty days after the exchange of the instruments of ratification, which took place at Buenos Aires on 19 December 1966, in accordance with article XVI.

Article II

Each of the air services described may be placed in operation as soon as each Contracting Party designates one or more airlines of its own nationality to serve one or more of the routes specified in annex B.

The other Contracting Party will be bound to give the appropriate operating permission to the airline or airlines designated, provided the airline or airlines designated by the other Contracting Party fulfil the conditions prescribed in the laws and regulations of the first Contracting Party which normally govern applications for and the operation of international air transport services.

Article III

In order to prevent discriminatory practices and to ensure equality of treatment, both Contracting Parties agree that :

(a) Each of the Contracting Parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Both Contracting Parties agree, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by their national aircraft engaged in similar international services;

(b) The fuel, lubricating oils and spare parts brought into the territory of one of the Contracting Parties by the airlines of the other Contracting Party or on their behalf, for exclusive use by their aircraft, shall receive, with respect to customs duties, inspection fees or other national duties or charges by the Contracting Party in whose territory they have entered, the same treatment as that applicable to its own airlines engaged in international transport and to those of the most-favoured-nation;

(c) Aircraft used in operating the agreed services, fuel, lubricating oils and spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one Contracting Party authorized to operate the routes and services described in the annexes shall be, upon arriving in or leaving the territory of the other Contracting Party, exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by the aircraft on flights in that territory;

(d) The items listed in the foregoing paragraph, enjoying the exemption established therein, may not be unloaded without the approval of the customs authorities of the other Contracting Party. These items, until such time as they are re-exported or used, shall be kept under customs supervision, but the right to dispose of them shall not be affected thereby.

Article IV

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 routes and services described in the annexes. 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 the other Contracting Party or by a third State.

Article V

The laws and regulations of one Contracting Party relating to the admission to, stops in 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 designated airline or airlines of the other Contracting Party.

The laws and regulations of each Contracting Party relating to the admission to, stops in and departure from its territory of passengers, crew, or cargo of aircraft, such as those relating to entry, clearance, immigration, passports, customs and quarantine shall be applied to the passengers, crew and cargo of aircraft used on the agreed services.

Article VI

Each Contracting Party reserves the right to withhold or revoke the certificate or permit of an airline authorized by the other Contracting Party :

(a) In the event that substantial ownership and effective control of such airlines are not vested in nationals of the other Contracting Party;

(b) When the airline authorized by the other Contracting Party fails to comply with the laws and regulations of the Contracting Party over whose territory it operates, in the manner established in articles II and V of this Agreement; and

(c) When the said line otherwise fails to comply with the conditions under which the rights are granted in accordance with this Agreement and its annexes.

Article VII

Breaches of legal provisions or regulations relating to air traffic which do not constitute an offence and have been committed in the territory of one of the Contracting Parties by personnel of airlines designated by the other Contracting Party shall be reported to that Party's aeronautical authorities by the Party within whose territory the breach was committed. If the breach is of a serious nature, the application of disciplinary measures in proportion to the breach may be requested. In the case of repeated breaches, revocation of the designation of the airline responsible may be requested, without prejudice to the provisions of article VI.

Article VIII

The Contracting Parties reserve the right to replace the designated airline or airlines with other national airlines, giving prior notice to the other Contracting Party. All the provisions of this Agreement and its annexes shall apply to the newly designated airline.

Article IX

This Agreement and all agreements supplementing or amending it shall be registered with the International Civil Aviation Organization (ICAO).

Article X

Either of the Contracting Parties may at any time notify the other of its intention to terminate this Agreement and in that event consultations shall take place between the two Contracting Parties. If no agreement has been reached within sixty days of the date of the respective notice, the Contracting Party shall confirm its notice to terminate by a communication to that effect, which shall be sent to the International Civil Aviation Organization at the same time.

This Agreement shall cease to have effect six months after receipt by the other Contracting Party of the notice to terminate, unless it has been withdrawn by agreement prior to the expiry of that period. If no acknowledgement of receipt is made by the Contracting Party to which the notice was sent, it shall be deemed to have been received fourteen days after its receipt by the International Civil Aviation Organization.