

AIR TRANSPORT SERVICES

Agreement signed at Quito January 8, 1947, with annex

Ratified by Ecuador April 24, 1947

Entered into force April 24, 1947

*Annex amended by agreement of January 3 and 10, 1951*¹

61 Stat. 2773; Treaties and Other
International Acts Series 1606

COMMERCIAL AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF ECUADOR

Having in mind the resolution signed under date of December 7, 1944, at the International Civil Aviation Conference in Chicago, for the adoption of a standard form of agreement for air routes and services, and the desirability of mutually stimulating and promoting the further development of air transportation between the United States of America and the Republic of Ecuador, the two Governments parties to this arrangement agree that the establishment and development of air transport services between their respective territories shall be governed by the provisions of the present agreement, for which purpose they have appointed the following plenipotentiaries: His Excellency the Constitutional President of the Republic of Ecuador, Señor Don Enrique Arízaga Toral, Minister of the Treasury, Acting Minister for Foreign Affairs;

His Excellency the President of the United States of America, Mr. Robert McGregor Scotten, his Ambassador Extraordinary and Plenipotentiary in Quito.

Who, having exhibited their Full Powers, found to be in good and due form, have agreed upon the following articles:

ARTICLE 1

Each contracting party grants to the other contracting party the rights as specified in the Annex hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

ARTICLE 2

Each of the air services so described shall be placed in operation as soon as the contracting party to whom the rights have been granted by Article 1 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the contracting party granting the rights shall,

¹ 2 UST 482; TIAS 2196.

subject to Article 6 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airlines so designated may be required to fulfill before the competent aeronautical authorities of the contracting party granting the rights the requirements of law and to comply with laws and the regulations in force and those which may be prescribed subsequently before being authorized to initiate the operations contemplated by this agreement; and provided that in areas of hostilities or of military occupation, or in areas affected thereby, this service shall be subject to the approval of the competent military authorities.

ARTICLE 3

In order to prevent discriminatory practices and to assure 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. 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 facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils, and spare parts introduced into the territory of one contracting party by the other contracting party or its nationals, and intended solely for use by aircraft of the airlines 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 whose territory is entered, be accorded the same treatment as that applying to national airlines and to airlines of the most-favored-nation.

(c) The fuel, lubricating oils, 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 Annex shall, upon arriving in or leaving the territory of the other contracting party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

ARTICLE 4

Certificates of airworthiness, certificates of competency and licenses 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 Annex. 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 authorities of another state.

ARTICLE 5

(a) 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 airlines 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 party.

(b) The laws and regulations of one contracting party as to 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 airlines designated by the other contracting party upon entrance into or departure from or while within the territory of the first party.

ARTICLE 6

Each contracting party reserves the right to withhold or revoke the certificate or permit of an airline designated by the other contracting party in the event substantial ownership and effective control of such airline are not vested in nationals of the other contracting party, or in case of failure by the airline designated by the other contracting party to comply with the laws and regulations of the contracting party over whose territory it operates, as described in Article 5 hereof, or otherwise to fulfill the conditions under which the rights are granted in accordance with this agreement and its Annex; or in case the aircraft in service are not operated by crews which are nationals of the other contracting party, except when the crews are receiving instruction.

ARTICLE 7

This agreement and all contracts connected therewith shall be registered with the Provisional International Civil Aviation Organization or its successor.

ARTICLE 8

Existing rights and privileges relating to air transport services which may have been granted previously by either of the contracting parties to an airline of the other contracting party shall continue in force according to their terms.

ARTICLE 9

This agreement or any of the rights for air transport services granted thereunder may, without prejudice to Article 8 above, be terminated by either contracting party upon giving one year's notice to the other contracting party.

ARTICLE 10

In the event either of the contracting parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request con-

sultation between the competent authorities of both contracting parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

ARTICLE 11

Except as otherwise provided in this agreement, or its Annex, any dispute between the contracting parties relative to the interpretation or application of this agreement, or its Annex, which cannot be settled through consultation shall be submitted for an advisory report to the Interim Council of the Provisional International Civil Aviation Organization (in accordance with the provisions of Article III, Section six (8) of the Provisional Agreement on International Civil Aviation signed at Chicago on December 7, 1944²) or to its successor, unless the contracting parties agree to submit the dispute to an arbitration tribunal designated by agreement between the same contracting parties, or to some other person or body. The executive authorities of each of the contracting parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such report.

ARTICLE 12

Upon the coming into force of a general multilateral aviation convention, agreed to by both contracting parties, the provisions of the present agreement shall be modified to conform with those of such convention.

ARTICLE 13

For the purposes of this agreement and its Annex, except where otherwise provided therein:

(a) the expression "aeronautical authorities" shall mean, in the case of the United States of America, the Civil Aeronautics Board, and any person or agency authorized to perform the functions exercised at the present time by the Civil Aeronautics Board, or similar functions, and in the case of the Republic of Ecuador, the Minister of National Defense or any person or agency authorized to perform the functions exercised at present by that Minister, or similar functions.

(b) the expression "designated airlines" shall mean those airlines, that the aeronautical authorities of one of the contracting parties have stated in writing to the aeronautical authorities of the other contracting party, have been designated by it, in conformity with the stipulations of this agreement, for the routes specified in such designation.

² EAS 469, *ante*, vol. 3, p. 934.

ARTICLE 14

This agreement, including the provisions of the Annex thereof, will come into force when ratified by Ecuador in accordance with its Constitution.

In witness whereof, the plenipotentiaries heretofore mentioned have signed the present agreement and have affixed their seals thereto.

Done at Quito this eighth day of January, 1947, in duplicate in the English and Spanish languages, each of which shall be of equal authenticity.

For the Government of the United States of America:

R. M. SCOTTEN [SEAL]

For the Government of the Republic of Ecuador:

E. ARÍZAGA TORAL [SEAL]

ANNEX TO COMMERCIAL AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF ECUADOR

SECTION 1

It is agreed between the contracting parties:

A. That the airlines of the two contracting parties operating on the routes described in this Annex shall enjoy fair and equal opportunity for the operation of the said routes.

B. That the air transport capacity offered by the airlines of both countries should bear a close relationship to traffic requirements.

C. That in the operation of common sections of trunk routes the airlines of the contracting parties should take into account their reciprocal interests so as not to affect unduly their respective services.

D. That the services provided by a designated airline under this agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national, and points under its jurisdiction, and the country of ultimate destination of the traffic.

E. That the right to embark and to disembark at points under the jurisdiction of the other contracting party international traffic destined for or coming from third countries at a point or points hereinafter specified, shall be applied in accordance with the general principles of orderly development to which both Governments subscribe and shall be subject to the general principle that capacity shall be related:

1. To traffic requirements between the country of origin, and points under its jurisdiction, and the countries of destination.

2. To the requirements of through airline operation, and

3. To the traffic requirements of the area through which the airline passes after taking account of local and regional services.

F. The appropriate aeronautical authorities of each of the contracting parties will consult from time to time, or at the request of one of the parties, to determine the extent to which the principles set forth in Section E of this Annex are being followed by the airlines designated by the contracting parties, so as to prevent an unfair proportion of traffic being diverted from any designated airline through violation of the principle or principles enunciated elsewhere in this agreement or its Annex.

SECTION 2

A. Airlines of the United States of America, designated in conformity with the present agreement, are accorded rights of transit and of nontraffic stop in the territory of the Republic of Ecuador as well as the right to pick up and discharge international traffic in passengers, cargo, and mail at Quito, Guayaquil, Riobamba, Esmeraldas, Manta, Salinas, Cuenca and Loja, on the following routes via intermediate points in both directions:

1. The United States and/or the Canal Zone to Quito, Riobamba, Esmeraldas, Manta, Salinas, Guayaquil, Cuenca and Loja and beyond Ecuador.

- a. From Quito to Ipiales, Colombia
- b. To points in Peru and beyond

2. The United States to Quito and Guayaquil and thence to Peru and beyond.

On the above route the airline or airlines authorized to operate the route may operate nonstop flights between any of the points enumerated omitting stops at one or more of the other points so enumerated.

B. Airlines of the Republic of Ecuador, designated in conformity with the present agreement, are accorded rights of transit and of nontraffic stop in the territory of the United States of America as well as the right to pick up and discharge international traffic in passengers, cargo, and mail at a point or points in the territory of the United States along a route or routes agreed to by the Governments of the United States and of Ecuador at such time as the Government of Ecuador desires to commence operations.

On the above route the airline or airlines authorized to operate the route may operate nonstop flights between any of the points enumerated omitting stops at one or more of the other points so enumerated.