

communication to States Parties to this Convention, as well as to all other States Members of the United Nations and of the specialized agencies.

In witness whereof the undersigned, being duly authorized thereto by their respective Governments, have signed this Convention on the date appearing opposite their respective signatures.

Done at the European Office of the United Nations at Geneva, this seventh day of September one thousand nine hundred and fifty six.

22. desember 1965.

Nr. 18.

## AUGLÝSING

### um loftferðasamning milli Íslands og Spánar.

Hinn 1. desember 1965 var undirritaður í Madrid loftferðasamningur milli Íslands og Spánar.

Samningurinn, sem þegar hefur öðlzt gildi, er birtur sem fylgiskjal með auglýsingu þessari.

Þetta er hér með gert almenningi kunnugt.

*Utanríkisráðuneytið, Reykjavík, 22. desember 1965.*

**Emil Jónsson.**

*Agnar Kl. Jónsson.*

### Fylgiskjal.

## AGREEMENT

relating to air transport between the Governments of Iceland and Spain.

The Government of Iceland and the Government of Spain, hereinafter described as Contracting Parties,

Being signatories of the Convention on International Civil Aviation and of the Convention relating to the International Air Services, both signed at Chicago on the seventh of December of 1944,

With the purpose of promoting the air communications,  
Have agreed to the following:

### Article 1

For the purposes of this Agreement:

- a) The term „Convention“ means the Convention on International Civil Aviation open for signature at Chicago on the 7th of December of 1944 and includes any Annex adopted under Article 90 of that Convention, and any amendment of the Annexes or the Convention under Articles 90 and 94 thereof;
- b) The term „Aeronautical Authorities“ means in the case of the Government of Spain „the Secretaria General y Técnica de Aviación Civil, Ministerio del Aire“ and in the case of the Government of Iceland „the General Direction of Civil Aviation“, or in both cases any person or Body authorized to perform the functions presently exercised by the above mentioned Authorities;

- c) The terms „territory“, „air service“, „international air service“, „air line“ and „stop for non traffic purposes“, have the meaning assigned by Articles 2 and 96 of the Convention.

### Article 2

Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement, for the purpose of establishing scheduled international air services on the routes specified (in the Annex hereto). Such services and routes are hereafter called „the agreed services“ and „the specified routes“ respectively. The airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:

- a) to fly without landing across the territory of the other Contracting Party;
- b) to make stops in the said territory for non-traffic purposes;
- c) to make stops in the said territory at the points specified for that route in the Annex to the present Agreement, with the purpose of taking on and putting down on international air traffic passengers, mail and cargo.

### Article 3

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

2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline or airlines designated the appropriate operating authorizations.

3. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 2, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

5. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 12 of the present Agreement is in force in respect of that service.

### Article 4

1. The capacity of transport provided by the designated airlines of both Contracting Parties shall bear a close relationship to traffic requirements.

2. A fair and equal treatment shall be given to the designated airlines of both Contracting Parties, in order that they may enjoy equal possibilities to operate the services specified in the Annex hereto.

3. The designated airlines of both Contracting Parties shall take into account in their common routes their mutual interests, so as not to affect unduly their respective services.

4. The services specified in the Annex hereto shall have as their main purpose to offer a capacity corresponding to the traffic requirements between the country to which the airline belongs and the destination countries.

5. The right granted to the designated airlines to take on and put down in the territory of the other Contracting Party, at the points and in the specified routes, international traffic (passengers, mail and cargo) destined for or coming from third countries, shall be exercised in accordance with the general principles of the orderly development of the air transport accepted by both Contracting Parties, and in such conditions that the capacity shall be related to:

- a) traffic requirements between the country of origin and the destination countries,
- b) the requirements of an economic operation of the services specified in the Annex hereto,
- c) the traffic requirements of the areas through which the airline passes, taking into account the local and regional services.

#### Article 5

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of the present Agreement by an airline designated by the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of these rights:

- a) in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party, or
- b) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights, or
- c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations such right shall be exercised only after consultation with the other Contracting Party.

#### Article 6

1. Aircraft operated on international services by the designated airlines of either Contracting Party, as well as the regular equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2. There shall also be exempt from the same duties and taxes, with the exception of charges corresponding to the service performed:

- a) aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the authorities of said Contracting Party, and for use on board aircraft engaged in an international service of the other Contracting Party;
- b) spare parts entered into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airlines of the other Contracting Party;
- c) fuel and lubricants destined to supply aircraft operated on international services by the designated airlines of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

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

#### Article 7

The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of such territory. In such case, they may be placed under the supervision of said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

#### Article 8

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 taxes.

#### Article 9

The taxes imposed by each Contracting Party for the use of airports and aids to navigation by an aircraft of the designated airline by the other Contracting Party shall not be higher than those paid by its own national aircraft operating in international services.

#### Article 10

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party 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 another State.

#### Article 11

- a) The laws and regulations of a 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 all Contracting Parties without distinction as to nationality, and shall be complied with by such aircraft upon entering or departing from or while within the territory of that Party.
- b) The laws and regulations of a 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 upon entrance into or departure from or while within the territory of that Party.

#### Article 12

1. The tariffs to be charged by the airlines of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels due regard being paid to all relevant factors including cost of operation, reasonable profit, the characteristics of the service, and the tariffs of other airlines.

2. The tariffs referred to in paragraph 1 of this Article shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties, in consultation with other airlines operating over the whole or part of the route,

and such agreement shall, where possible be reached through the rate-fixing machinery of the International Air Transport Association.

3. The tariffs so agreed, as well as the conditions from which said tariffs depend and the conditions for any auxiliary performance which may be related with the application of said tariffs shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least thirty days before the proposed date of their introduction; in special cases, this time limit may be reduced, subject to the agreement of the said authorities.

4. If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be fixed in accordance with the provisions of paragraph (2) of this Article or if during the first 15 days of the 30 days' period referred to in paragraph (3) of this Article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff agreed in accordance with the provisions of paragraph (2) of this Article, the aeronautical authorities of the Contracting Parties after consulting with any other aeronautical authority whose advice they may consider useful, shall try to determine the tariff by agreement between themselves.

5. If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (3) of this Article and on the determination of any tariff under paragraph (4), the dispute shall be settled in accordance with the provisions of Article 20 of the present Agreement.

6. Subject to the provisions of paragraph (3) of this Article, no tariff shall come into force if the aeronautical authorities of either Contracting Party have not approved it.

7. The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

#### Article 13

The designated airlines shall submit their time-tables to the Civil Aviation Authorities for their approval within the time limit prescribed by the national regulations in force. The Civil Aviation Authorities shall reciprocally inform each other, as soon as possible, if the time-table cannot be approved.

#### Article 14

It is understood that the mail transport shall be dispatched by the respective postal authorities in accordance with the practices and within the frame of the Universal Postal Convention.

#### Article 15

Either Contracting Party undertakes to grant the other Party free transfer, at the official rate of exchange, of the excess of receipts over expenditure achieved on its territory in connection with the carriage of passengers, baggage, mail shipments and freight by the designated airline of the other Party. Wherever the payments system between Contracting Parties is governed by a special agreement, this agreement shall apply.

#### Article 16

In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the Annexes thereto.

### Article 17

1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, it may request consultation with the other Contracting Party; such consultation, which may be between aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of sixty days of the date of the request. Any modifications so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes.

2. Modifications to the Annex of this Agreement may be made by direct agreement between the competent aeronautical authorities of the Contracting Parties.

### Article 18

The present Agreement and its Annexes will be amended so as to conform with any multilateral convention which may become binding on both Contracting Parties.

### Article 19

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

### Article 20

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body, or the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as president of the arbitral body.

3. The Contracting Parties undertake to comply with any decision given under paragraph (2) of this Article.

### Article 21

In the case that a crew member from an aircraft registered in one country violates the air navigation laws and regulations of another country, the aeronautical authorities of the later shall contact the aeronautical authorities of the country in

which the aircraft is registered, in order that said authorities may take the proper action to avoid the repetition of such violations. This shall also apply to any employee of a designated airline.

#### Article 22

In zones of hostilities or in militarily accupied areas, the agreed services shall be subject to the approval of the military authorities.

#### Article 23

The present Agreement, any amendments to it and any exchange of Notes under this Agreement, shall be communicated to the International Civil Aviation Organisation for its registration.

#### Article 24

The present Agreement will come into force once the internal precedures required by Law in each Contracting Party have been complied with.

In witness whereof, the undersigners, being duly authorized by their respective Governments, have signed this Agreement.

Done in duplicate, the first of December nineteen hundred sixty five, at Madrid, in the English and the Spanish languages, both texts being of equal authenticity.

For the Government of Iceland

Henrik Sv. Björnsson.

For the Government of Spain

Fernando Maria Castiella

### TABLE OF ROUTES

#### Iceland.

Reykjavik and/or Keflavik—Luxembourg—Barcelona, in both directions.

**NOTE.** The designated airlines will enjoy the right of operating 5th liberty traffic in Luxembourg with complementary character provided this traffic proves duly justified after a reasonable period of operation, during which the effective volume of 3rd and 4th liberties traffic will be demonstrated.

#### Spain.

Madrid—intermediary point in Europe—Reykjavik and/or Keflavik.

**NOTE.** The intermediary point in Europe will be fixed further on and, with regards to 5th liberty traffic, it will be subject to the same conditions as the landing in Luxembourg by the Icelandic airlines.

Henrik Sv. Björnsson.

Fernando Maria Castiella.