

No. 29903

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**MEXICO
and
CUBA**

**Air Transport Agreement (with routes schedules). Signed at
Mexico City on 9 August 1991**

Authentic text: Spanish.

Registered by Mexico on 16 April 1993.

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**MEXIQUE
et
CUBA**

**Accord relatif au transport aérien (avec tableaux de routes).
Signé à Mexico le 9 août 1991**

Texte authentique : espagnol.

Enregistré par le Mexique le 16 avril 1993.

[TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED MEXICAN STATES AND THE GOVERNMENT OF THE REPUBLIC OF CUBA

The Government of the United Mexican States and the Government of the Republic of Cuba, hereinafter called the Contracting Parties,

Considering that the two countries are parties to the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944,²

Wishing to strengthen their reciprocal relations in the field of civil aviation and to conclude an Agreement to supplement the aforesaid Convention and to replace the agreement of 31 July 1971, in order to develop air transport services between their respective territories,

Have agreed as follows:

Article 1

DEFINITIONS

For the interpretation and purposes of this Agreement and its Route Schedule, the terms listed below shall be understood as follows:

A. The term “Convention” shall mean the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944 and shall include any annexes adopted under article 90 of that Convention and any amendments made in the annexes or the Convention in accordance with articles 90 and 94 thereof, provided that such annexes and amendments have been adopted by both Contracting Parties.

B. The term “this Agreement” shall include the Route Schedule annexed hereto and any amendments to the Agreement or the Route Schedule.

C. The term “aeronautical authorities” shall mean, in the case of the United Mexican States, the Ministry of Communications and Transport and, in the case of the Republic of Cuba, the President of the Institute of Civil Aeronautics of Cuba or any other person or body authorized to perform the functions exercised by those authorities.

D. The term “international air service” shall mean air service that passes through the airspace above the territory of more than one State.

E. The term “stop for non-traffic purposes” shall mean a landing for purposes other than the embarkation or disembarkation of passengers, cargo and mail.

¹ Came into force on 29 January 1993, the date on which the Contracting Parties notified each other of the completion of the required legislative formalities, in accordance with article 17.

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; vol. 514, p. 209; vol. 740, p. 21; vol. 893, p. 117; vol. 958, p. 217; vol. 1008, p. 213, and vol. 1175, p. 297.

F. The term “designated airline” shall mean an airline which has been designated and authorized in accordance with article 3 of this Agreement.

G. The term “tariff” shall mean the price payable for the transport of passengers, baggage and cargo and the conditions in which that price shall be charged, including payments and commissions for agency and other auxiliary services, but excluding payments and conditions for the carriage of mail.

H. The term “frequency” shall mean the number of round trips that an airline operates on a specified route over a given period.

I. The term “specified routes” shall mean the routes described in the Route Schedule annexed to this Agreement.

J. The term “territory” in relation to either Contracting Party shall have the meaning assigned to it in the respective Constitutions of the Contracting Parties.

Article 2

RIGHTS GRANTED

1. Each Contracting Party shall grant the other Contracting Party the rights specified in this Agreement for the purpose of establishing regular international air services on the routes specified in the Route Schedule annexed hereto.

2. In accordance with the provisions of this Agreement, the airline designated by each Contracting Party shall enjoy, in the operation of the agreed air services, the following rights:

(a) To fly over the territory of the other Contracting Party without landing;

(b) To make stops for non-traffic purposes in the territory of the other Contracting Party;

(c) To embark and disembark passengers, cargo and mail in international traffic in the said territory, at the points specified in the annexed Route Schedule.

3. Nothing in this Agreement or its annex may be interpreted as conferring upon the designated airline of either Contracting Party the right to embark, in the territory of the other Contracting Party, passengers, cargo and mail for transport between points within the territory of the other Contracting Party, for remuneration or hire.

Article 3

DESIGNATION AND AUTHORIZATION OF AIRLINES

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party up to two airlines for the operation of the agreed air services on the specified routes. The same procedure shall be followed in the case of replacement of any of the designated airlines.

2. On receiving this designation, the other Contracting Party shall grant the appropriate operating authorization to the designated airline or airlines without delay, subject to the provisions of paragraph 3 of this article.

3. The aeronautical authorities of either Contracting Party may require the designated airlines of the other Contracting Party to prove that they are qualified to fulfil the conditions set forth in the laws and regulations normally and reasonably applied by those authorities to the operation of international air services in accordance with the provisions of the Convention.

4. When an airline has been so designated and authorized, it may begin to operate the agreed air services at any time, provided that a tariff has been set for those services in accordance with the provisions of article 10 of this Agreement; and provided that the frequency, itineraries and time-tables of the air services to be operated by that airline have been approved by the aeronautical authority of the Contracting Party which granted the operating authorization.

5. The airlines designated by each Contracting Party shall have equal opportunity to employ, in accordance with the laws and regulations of the other Contracting Party, personnel to perform the agreed services on the specified routes and to establish and operate offices in the territory of the other Contracting Party.

The designated airlines of each Contracting Party shall also have equal opportunity to publish any type of transport document and to announce and promote sales in the territory of the other Contracting Party.

Article 4

DENIAL, REVOCATION OR SUSPENSION OF OPERATING AUTHORIZATIONS

1. Each Contracting Party shall have the right to deny or revoke an operating authorization or to suspend the exercise of any of the rights set forth in article 2 of this Agreement by an airline designated by the other Contracting Party or to impose the conditions it deems necessary for the exercise of those rights:

(a) If the said airline does not comply with the laws and regulations of the Contracting Party granting those rights, or

(b) If the airline fails in any other way to operate in accordance with the conditions set forth in this Agreement.

2. Except where the immediate denial, revocation, suspension or imposition of conditions referred to in paragraph 1 of this article is necessary to prevent further infractions of laws or regulations, this right shall be exercised only after consultations have been held with the other Contracting Party. In such cases, the consultations shall take place in accordance with article 11.

Article 5

APPLICABILITY OF LAWS AND REGULATIONS

The laws and regulations of each Contracting Party relating to the entry into, presence in and departure from its territory of aircraft operated on international air services and of their passengers, crew, baggage, cargo and mail, as well as formalities concerning migration, customs and health measures, shall also apply in that territory to the operations of the designated airlines of the other Contracting Party.

*Article 6*RECOGNITION OF CERTIFICATES OF
AIRWORTHINESS AND LICENCES

1. Certificates of airworthiness, credentials or certificates of competency and licences issued or validated by one Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating on the routes described in the Route Schedule.

2. Nevertheless, each Contracting Party reserves the right to refuse to recognize, for the purpose of flight over its own territory, the validity of credentials or certificates of competency and licences granted to its own nationals by the other Contracting Party.

Article 7

CUSTOMS DUTIES

1. Aircraft used for international air services by the airlines designated by either Contracting Party and the equipment used for the operation of the aircraft, fuel, lubricants, technical supplies for consumption, spare parts and stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, national taxes, inspection fees and other duties and from federal, state or municipal taxes or charges on arriving in the territory of the other Contracting Party, provided that such equipment and supplies remain on board the aircraft up to such time as they are re-exported, even if such items are used or consumed by such aircraft on flights within that territory.

2. The following items shall also be exempt, on a basis of reciprocity, from such duties, taxes and charges, with the exception of charges for services performed: lubricating oils, technical materials for consumption, spare parts, tools and special maintenance equipment, stores (including food, beverages and tobacco), airline documentation such as tickets, pamphlets, time-tables and other printed material required by the airline for its operations, and advertising material which is deemed necessary and which is exclusively for use in the airline's activities, when sent by or for the airline of one Contracting Party to the territory of the other Contracting Party, as well as materials taken on board aircraft of the airlines of one Contracting Party in the territory of the other Contracting Party for use on international air services.

3. Standard equipment taken on board and other 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 authorization of the customs authorities of that territory. In such cases, they may be stored under the supervision of the said authorities up to such time as they are exported or otherwise disposed of in accordance with the relevant legal provisions.