

**No. 30724**

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**FRANCE  
and  
MEXICO**

**Agreement on air transport (with annex). Signed at Paris on  
18 May 1993**

*Authentic texts: French and Spanish.*

*Registered by France on 28 February 1994.*

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et  
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**Accord relatif aux transports aériens (avec annexe). Signé à  
Paris le 18 mai 1993**

*Textes authentiques : français et espagnol.*

*Enregistré par la France le 28 février 1994.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> ON AIR TRANSPORT BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE UNITED MEXICAN STATES

The Government of the French Republic and the Government of the United Mexican States,

Being parties to the Convention on International Civil Aviation, signed at Chicago on 7 December 1944,<sup>2</sup> and considering:

That the possibilities of commercial aviation as a means of transport and of promoting friendly understanding and goodwill among peoples are increasing from day to day;

That they desire to strengthen even more the cultural and economic bonds which link their peoples and the understanding and goodwill which exist between them;

That it is desirable to organize, on equitable bases of equality and reciprocity, regular air services between the two countries, in order to obtain greater cooperation in the field of international air transport;

Have agreed to conclude an agreement which will facilitate the attainment of the aforementioned objectives.

*Article 1*

## DEFINITIONS

For the interpretation and application of this Agreement and its annex, the terms set out below shall have the following meanings:

A. The term “Convention” means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes any annexes and amendments adopted in accordance with articles 90 and 94 of the Convention which have been ratified by both Contracting Parties;

B. The term “Agreement” means this Agreement and its annex and any amendments to the latter or to the Agreement;

C. The term “Aeronautical Authority” means, in the case of the French Republic, the Directorate General for Civil Aviation and, in the case of the United Mexican States, the Ministry of Communications and Transport, or, in either case, the person or body authorized to perform the functions exercised at present by the said Authorities;

<sup>1</sup> Came into force on 24 September 1993, the date on which the Contracting Parties notified each other (on 10 August and 24 September 1993) of the completion of the required constitutional procedures, in accordance with article 23.

<sup>2</sup> 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.

D. The term “territory” in relation to a State means the land areas, internal waters, and territorial waters adjacent thereto under the sovereignty, protection or mandate of that State;

E. The term “designated airline” means an airline designated and authorized in accordance with the provisions of article 3 of this Agreement;

F. The term “air service” means any scheduled air service performed by aircraft for the public carriage of passengers, cargo or mail;

G. The term “international air service” means an air service which passes through the airspace over the territory of more than one State;

H. The term “stop for non-traffic purposes” means a landing for any purpose other than taking on or discharging passengers, cargo or mail;

I. The term “tariff” means the price paid for the carriage of passengers, baggage and cargo and the conditions under which such a sum is charged, including amounts and commissions for agency or other auxiliary services, with the exception of payments and other conditions for the carriage of mail;

J. The term “capacity of an aircraft” means the payload of an aircraft expressed in terms of the number of seats for passengers and the weight of cargo and mail that can be carried;

K. The term “capacity offered” means the total of the capacities of the aircraft utilized for the operation of each of the agreed air services multiplied by the frequency;

L. The term “frequency” means the number of roundtrips over a given period that an airline operates on a specified route;

M. The term “specified routes” means the routes described in the route schedule annexed to this Agreement;

N. The term “agreed services” means the international air services which may, in accordance with the provisions of this Agreement, be established on the specified routes;

O. The term “air security” means the combination of measures and human and material resources for the protection of civil aviation against acts of unlawful seizure;

P. The term “change of gauge” means that beyond a certain point on a specified route, the service is performed by an aircraft other than that used up to that point on that same route.

## *Article 2*

### GRANTING OF RIGHTS

1. Each Contracting Party shall grant to the other Contracting Party the rights specified in this Agreement with the purpose of establishing international scheduled air services on the routes specified in the annex to this Agreement.

2. Except as otherwise provided in this Agreement, the airline or airlines designated by each Contracting Party shall enjoy, in the operation of agreed air services on the specified routes, the following rights:

- (a) To fly without landing across the territory of the other Contracting Party;
- (b) To make stops for non-commercial purposes in the territory of the other Contracting Party;
- (c) To embark and disembark in the said territory, at the points specified in the annexed route schedule, passengers, cargo and mail in international traffic from or to the other Contracting Party or another State.

3. Nothing in this Agreement shall be interpreted as conferring on the airline or airlines designated by a Contracting Party the right to embark, in the territory of the other Contracting Party, passengers, cargo or mail for another destination in the territory of that other Contracting Party, in return for payment or under the terms of a lease agreement.

4. Rights to engage in traffic to a point or points not specified in the route schedule, whether intermediate points or points outside the agreed routes, may be granted only by agreement or, if need be, following consultation between the Aeronautical Authorities of the two Contracting Parties.

### *Article 3*

#### DESIGNATION AND AUTHORIZATION OF AIRLINES

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

2. The airline or airlines may begin air services on a specified route either immediately or at a later date, as the Contracting Party to which the rights have been granted wishes, after that Party has designated the airline or airlines which will operate the services on the route in question and after the other Contracting Party has issued the corresponding authorization. That other Contracting Party, pursuant to the provisions of article 2, shall issue the authorization and may require the designated airline or airlines to comply with the instructions laid down by that Contracting Party in accordance with its laws and regulations.

### *Article 4*

#### REVOCATION OR SUSPENSION OF AUTHORIZATIONS

1. Each Contracting Party reserves the right to deny an operating authorization to an airline designated by the other Contracting Party or to revoke an operating authorization granted to it, or to suspend the exercise by that airline of the rights specified in article 2 of this Agreement or impose such conditions as it may deem necessary on the exercise of those rights:

(a) If it is not satisfied that a substantial portion of the ownership and effective control of the airline are vested in the Contracting Party which designated the airline or in its nationals; or

(b) If the airline has not complied with the laws and regulations of the Contracting Party granting those rights; or

(c) If the airline or the Government designating it no longer fulfils the conditions prescribed in this Agreement.

2. Unless revocation, suspension or imposition of the conditions referred to in paragraph 1 of this article is immediately necessary in order to prevent further infringements of the aforementioned laws and regulations or of the provisions of this Agreement, such right shall be exercised only after consultation with the other Contracting Party.

### *Article 5*

#### OBSERVANCE OF LAWS AND REGULATIONS

1. The laws and regulations of each Contracting Party applicable in its territory to the entry and departure of aircraft engaged in international air navigation or to the operation and piloting of those aircraft shall apply to aircraft of the designated airline or airlines of the other Contracting Party while within its territory, in the same way as they apply to the aircraft of that other Contracting Party. Those aircraft shall comply with those laws and regulations upon entering or leaving the territory of the first Contracting Party and while within its territory.

2. Passengers, crew and shippers of goods shall submit, either personally or through a third party acting for and on behalf of them, to the laws and regulations in force in the territory of each Contracting Party in respect of the entry, stay and departure of passengers, crew and goods, and in particular to the provisions relating to import and export, immigration, customs and sanitary measures.

3. The aforementioned laws and regulations shall be the same as those applied to national aircraft used on similar international services.

### *Article 6*

#### CERTIFICATES OF AIRWORTHINESS, CERTIFICATES OF COMPETENCY AND LICENCES

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by a Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating agreed services on the routes specified in this Agreement, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above any minimum established by the Convention.

2. However, each Contracting Party reserves the right to refuse to recognize, for the purpose of flight above or landing in its own territory, the validity of certificates of competency and licences issued to its own nationals by the other Contracting Party or by a third country.

### *Article 7*

#### AIRPORT CHARGES

Each Contracting Party may impose or permit to be imposed on aircraft of the other Contracting Party fair and reasonable charges for the use of public airports and other facilities. Each of the Contracting Parties agrees, however, that the said charges shall not be higher than those paid for the use of such airports and facilities