

CANADA

TREATY SERIES 1947

No. 12

AGREEMENT

BETWEEN

CANADA AND PORTUGAL

FOR

AIR SERVICES

BETWEEN

CANADIAN AND PORTUGUESE TERRITORIES

Signed at Lisbon, April 25, 1947

(Together with an Exchange of Notes)

Effective April 25, 1947



OTTAWA
EDMOND CLOUTIER, C.M.G., B.A., L.Ph.,
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AGREEMENT BETWEEN THE GOVERNMENT OF CANADA AND THE
GOVERNMENT OF PORTUGAL FOR AIR SERVICES BETWEEN
CANADA AND PORTUGUESE TERRITORIES
SIGNED AT LISBON, APRIL 25, 1947

The Government of Canada and the Government of Portugal, desiring to conclude an agreement for the purpose of establishing certain air services as soon as possible to and over Canadian and Portuguese territories, have accordingly appointed plenipotentiaries for this purpose, who being duly authorized to this effect have agreed as follows:

ARTICLE I

Each contracting party grants to the other contracting party the right specified in the Annex to this Agreement for the purpose of the establishment of the air service therein described (hereinafter referred to as the "agreed services"). The agreed services shall be operated immediately or at a later date at the option of the contracting party to whom the rights are granted.

SUMMARY

	PAGE
Text of the Agreement	4
Portuguese text	5
Annex to the Agreement	10
Portuguese text	11
Appendix: Exchange of Notes (April 25, 1947) relating to the Agreement	12

ARTICLE 2

(1) Each of the agreed services may be put into operation by the contracting party to whom the rights have been granted (hereinafter referred to as the "designated airline") under the laws and regulations normally applied by these authorities to the operations of commercial airlines of the designated airline.

(2) The time designated may be required to satisfy the conditions prescribed under the laws and regulations of the contracting party granting the rights that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied by these authorities to the operations of commercial airlines of the designated airline.

(3) The charges which either of the contracting parties may impose or permit to be imposed, on the designated airline of the other contracting party for the use of airports and other facilities shall not be higher than would be paid for the use of such airports and facilities by its national airlines engaged in similar international services.

(4) Fuel, lubricating oils and spare parts introduced into or on board the aircraft in the territory of one contracting party by or on behalf of the other contracting party, or its designated airline, and intended solely for use by the aircraft of the other contracting party shall be recorded by the competent authorities of the contracting party in which the aircraft is registered, in respect of customs duties, inspection fees or other charges imposed by the former contracting party, treatment not less favourable than that granted to national airlines engaged in international air transport or the airline of the most-favoured nation.

(5) Aircraft operated on the agreed services and supplies of fuel, lubricating oils, spare parts, regular equipment and general stores retained on board aircraft of the designated airline of one contracting party shall be exempt from duties or charges, even though such supplies be used by such aircraft in that territory.

**AGREEMENT BETWEEN THE GOVERNMENT OF CANADA AND THE
GOVERNMENT OF PORTUGAL FOR AIR SERVICES BETWEEN
CANADIAN AND PORTUGUESE TERRITORIES.**

Signed at Lisbon, April 25, 1947

The Government of Canada and the Government of Portugal, desiring to conclude an agreement for the purpose of establishing certain air services as soon as possible to, in or over Canadian and Portuguese territories, have accordingly appointed plenipotentiaries for this purpose, who, being duly authorized to this effect have agreed as follows:—

ARTICLE 1

Each contracting party grants to the other contracting party the right specified in the Annex to this Agreement for the purpose of the establishment of the air service therein described (hereinafter referred to as the "agreed services"). The agreed services may be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

ARTICLE 2

(1) Each of the agreed services may be put into operation as soon as the contracting party to whom the rights have been granted has designated an airline or airlines for the specified route or routes and the contracting party granting the rights shall subject to the provisions of paragraph 2 of this Article and of Article 6, be bound to grant without delay the appropriate operating permission to the airline concerned.

(2) The airline designated may be required to satisfy the competent aeronautical authorities of the contracting party granting the rights that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied by these authorities to the operations of commercial airlines.

ARTICLE 3

(1) The charges which either of the contracting parties may impose, or permit to be imposed, on the designated airline of the other contracting party for the use of airports and other facilities 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.

(2) Fuel, lubricating oils and spare parts introduced into or taken on board aircraft in the territory of one contracting party by, or on behalf of, the other contracting party or its designated airline and intended solely for use by the aircraft of the other contracting party shall be accorded, with respect to customs duties, inspection fees or other charges imposed by the former contracting party, treatment not less favourable than that granted to national airlines engaged in international air transport or the airline of the most favoured nation.

(3) Aircraft operated on the agreed services and supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board aircraft of the designated airline of one contracting party shall be exempt in the territory of the other contracting party from customs duties, inspection fees or similar duties or charges, even though such supplies be used by such aircraft on flights in that territory.

ACORDO ENTRE O GOVERNO DO CANADÁ E O GOVERNO DE PORTUGAL SOBRE SERVIÇOS AÉREOS ENTRE OS TERRITÓRIOS CANADIANO E PORTUGUÊS

Assinado em Lisboa, 25 de Abril de 1947

O Governo do Canadá e o Governo de Portugal, desejando concluir um Acordo destinado a estabelecer tão cedo quanto possível determinados serviços aéreos para, através, ou nos territórios canadiano e português, nomearam para esse fim Plenipotenciários que, devidamente autorizados, acordam no seguinte:

ARTIGO I

As Partes Contratantes concedem-se reciprocamente os direitos especificados no Anexo ao presente Acordo para o estabelecimento dos serviços aéreos ali descritos (de ora avante referidos como "serviços aéreos convencionados"). Os serviços aéreos convencionados podem ser inaugurados imediatamente ou em data posterior, à escolha da Parte Contratante à qual os direitos são concedidos.

ARTIGO II

(1) A exploração dos serviços aéreos convencionados pode iniciar-se logo que a Parte Contratante à qual são concedidos os direitos tenha designado uma ou mais empresas aéreas para a rota ou rotas especificadas, devendo a Parte Contratante que concede esses direitos, de harmonia com as disposições do parágrafo (2) deste Artigo e do Artigo VI, conceder sem demora a conveniente licença de exploração para a empresa ou empresas referidas.

(2) A empresa aérea designada poderá ser chamada a provar perante as autoridades aeronáuticas competentes da Parte Contratante que concede os direitos, que se encontra em condições de satisfazer os requisitos prescritos pelas leis e regulamentos normalmente aplicados por essas autoridades ao funcionamento de empresas aéreas comerciais.

ARTIGO III

(1) Os encargos que qualquer das Partes Contratantes possa impor, ou permitir que sejam impostos, à empresa aérea designada pela outra Parte Contratante pela utilização de aeroportos e outras facilidades não serão superiores aos pagos pela utilização dos mesmos aeroportos e facilidades pelas próprias aeronaves nacionais empregadas em serviços internacionais semelhantes.

(2) O combustível, óleos lubrificantes e peças sobresselentes metidos ou recebidos a bordo da aeronave no território de uma Parte Contratante por empresas de transportes aéreos (ou por conta destas) designadas pela outra Parte Contratante e exclusivamente destinados a ser utilizados pelas aeronaves destas empresas gozarão de um tratamento não menos favorável que o aplicado às empresas aéreas nacionais que explorem serviços de transporte aéreo internacional ou à empresa aérea da nação mais favorecida.

(3) As aeronaves utilizadas nos serviços convencionados bem como os combustíveis, os óleos lubrificantes, as peças sobresselentes, o equipamento normal e as provisões de bordo trazidas a bordo das mesmas aeronaves, gozarão no território da outra Parte Contratante de isenção de direitos alfandegários, taxas de inspeção ou direitos ou taxas semelhantes, mesmo que tais provisões venham a ser utilizadas por essas aeronaves em vôos sobre aquele território.

ARTICLE 4

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 agreed services. Each contracting party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by another state.

ARTICLE 5

(1) The laws and regulations of one contracting party relating to entry into 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 apply to aircraft of the designated airline of the other contracting party.

(2) The laws and regulations of one contracting party relating to entry into 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 applicable to the passengers, crew or cargo of the aircraft of the designated airline of the other contracting party while in the territory of the first contracting party.

ARTICLE 6

Each contracting party reserves the right to withhold or revoke the rights specified in the Annex to this Agreement in any case in which it is not satisfied that substantial ownership and effective control of the designated airline of the other contracting party are vested in nationals of that contracting party, or in case of failure by the designated airline to comply with its laws and regulations as referred to in Article 5, or otherwise to fulfil the conditions under which the rights are granted in accordance with this Agreement.

ARTICLE 7

This Agreement shall be registered with the Council of the International Civil Aviation Organization set up by the Convention on International Civil Aviation signed at Chicago on 7th December 1944.

ARTICLE 8

If either of the contracting parties considers it desirable to modify any provision or provisions of the Annex to this Agreement, such modification may be made by direct agreement between the competent air authorities of the contracting parties, confirmed by the exchange of notes.

ARTICLE 9

Any dispute between the contracting parties relating to the interpretation or application of this Agreement or of the Annex thereto shall be referred for decision to the Council of the International Civil Aviation Organization unless the contracting parties agree to settle the dispute by reference to an Arbitral Tribunal appointed by agreement between the contracting parties or to some other person or body. The contracting parties undertake to comply with the decision given.

ARTIGO IV

Os certificados de navegabilidade, os diplomas ou cartas de aptidão e as licenças passadas ou validadas por uma das Partes Contratantes e ainda em vigor, serão reconhecidos pela outra Parte Contratante para o fim de exploração dos serviços convencionados. Cada uma das Partes Contratantes reserva-se, contudo, o direito de não reconhecer, relativamente a vôos sobre o seu próprio território, os diplomas ou cartas de aptidão e as licenças passados aos seus nacionais por outro Estado.

ARTIGO V

(1) As leis e regulamentos de uma Parte Contratante, relativos à entrada e saída do seu território de aeronaves empregadas na navegação aérea internacional, ou relativos à exploração e à navegação de tais aeronaves enquanto dentro dos limites do seu território, serão aplicados às aeronaves da empresa aérea designada pela outra Parte Contratante.

(2) As leis e regulamentos de uma Parte Contratante relativos à entrada ou saída do seu território de passageiros, tripulação ou carga de aeronaves (como sejam regulamentos concernentes à entrada, despacho, imigração, passaportes, alfandega e quarentena) aplicar-se-ão aos passageiros, tripulação ou carga das aeronaves da empresa aérea designada pela outra Parte Contratante, enquanto no território da primeira Parte Contratante.

ARTIGO VI

Cada uma das Partes Contratantes reserva-se a faculdade de suspender ou revogar o exercicio dos direitos especificados no Anexo a este Acordo sempre que se verifique que a propriedade substancial e a fiscalização efectiva da empresa aérea designada da outra Parte Contratante não pertencem a nacionais desta Parte Contratante, ou no caso de falta de cumprimento, pela empresa aérea designada, das leis e regulamentos referidos no Artigo V, ou ainda quando não sejam observadas as condições sob as quais os direitos são concedidos em conformidade com este Acordo.

ARTIGO VII

O presente Acordo será registado no Conselho da Organização Internacional de Aviação Civil estabelecida pela Convenção Internacional de Aviação Civil assinada em Chicago em 7 de Dezembro de 1944.

ARTIGO VIII

Se qualquer das Partes Contratantes considerar desejavel modificar qualquer disposição ou disposições do Anexo a este Acordo, tal modificação pode ser feita por accordo directo entre as autoridades aeronáuticas competentes das Partes Contratantes, confirmado por troca de notas.

ARTIGO IX

Qualquer divergência entre as Partes Contratantes relativamente à interpretação ou à aplicação deste Acordo ou do seu Anexo deverá ser apresentada, para decisão, ao Conselho da Organização Internacional de Aviação Civil a não ser que as Partes Contratantes acordem em submeter a divergência a um Tribunal Arbitral nomeado por accordo entre as Partes Contratantes ou a qualquer outra entidade ou Organismo. As Partes Contratantes comprometem-se a cumprir a decisão proferida.

ARTICLE 10

In the event of the conclusion of any other multilateral convention concerning air transport to which both the contracting parties adhere, this Agreement shall be modified to conform with the provisions of such Convention.

ARTICLE 11

Either contracting party may at any time give notice to the other if it desires to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, this 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 acknowledgment 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 12

This Agreement shall enter into force immediately upon signature.

Done in duplicate this twenty-fifth day of April, nineteen hundred and forty-seven, at Lisbon in the English and Portuguese languages, both texts being equally authentic.

In witness thereof the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed the present Agreement and have affixed thereto their seals.

For the Government of Canada,

LESTER S. GLASS.

For the Government of Portugal,

JOSÉ CAEIRO DA MATTA.

(Seals)

ARTIGO VII

ARTIGO IX

ANNEX
ARTIGO X TO AIR AGREEMENT BETWEEN PORTUGAL AND CANADA

No caso de ser concluída uma Convenção multilateral sobre transportes aéreos, à qual ambas as Partes Contratantes adiram, o presente Acordo deverá ser modificado de modo que as suas disposições se conciliem com as da referida Convenção.

ARTIGO XI

Cada uma das Partes Contratantes pode a todo o tempo notificar a outra do seu desejo de rescindir este Acordo. Tal notificação será simultaneamente comunicada à Organização Internacional de Aviação Civil. Feita a notificação, este Acordo deixará de vigorar doze meses depois da data da sua recepção pela outra Parte Contratante, salvo se for retirada por acordo antes de expirar aquele prazo. Se não for acusada a recepção da notificação pela Parte Contratante a quem foi dirigida, entender-se-à recebida catorze dias depois de o ter sido pela Organização Internacional de Aviação Civil.

ARTIGO XII

O presente Acordo entrará em vigor imediatamente após a sua assinatura. Feito em Lisboa, aos vinte e cinco dias de Abril de mil novecentos e quarenta e sete, em duplicado, em português e inglês tendo cada texto igual valor. Por ser verdade, os Plenipotenciários abaixo assinados, devidamente autorizados pelos seus respectivos Governos, assinaram o presente Acordo, ao qual foram apostos os respectivos selos.

Pelo Governo do Canadá

LESTER S. GLASS

Pelo Governo de Portugal

JOSÉ CAEIRO DA MATTA

(L.S.)

JOSÉ CAEIRO DA MATTA

LESTER S. GLASS

ANNEX:

TO AIR AGREEMENT BETWEEN PORTUGAL AND CANADA

1. An airline designated by the Government of Canada shall, in accordance with the provision of this agreement, be accorded on the route specified below the right to fly across Portuguese territory, to land for non-traffic purposes at any of the stopping places in cases of emergency.
2. An airline designated by the Government of Canada may, further, operate a return service originating in Canada and terminating in or passing through Portuguese territory on the route specified below and may take on and put down at Lisbon or the Azores, passengers, mail and cargo for and from Canada, it being understood that on any flights crossing the mainland of Portugal including flights across the mainland of Portugal covered in Article 1 of this Annex a stop shall be made at Lisbon.
3. The route to be operated by the designated airline of the Government of Canada shall be:—
 Montreal, via such intermediate stopping places as may be mutually agreed, to the Azores and/or Lisbon and thence to the United Kingdom and countries beyond—in both directions.
4. Trans-Canada Airlines, as the designated airline of the Government of Canada, shall, for the operation of this service, be deemed to be qualified to fulfil the conditions referred to in Article 2 Para. (2) of this Agreement.
5. An airline designated by the Government of Portugal shall, in accordance with the provisions of this Agreement, be accorded on the route specified below the right to fly across Canadian territory without landing, to land for non-traffic purposes at any of the stopping places in Canadian territory, and also the right to use landing facilities elsewhere in Canadian territory in cases of emergency.
6. An airline designated by the Government of Portugal may, further, operate a return service originating in Portugal and terminating in or passing through Canadian territory on the route specified below and may take on and put down at Montreal passengers, mail and cargo for and from Portugal.
7. The route to be operated by the designated airlines of the Government of Portugal shall be:—
 The Azores and/or Lisbon via such intermediate stopping places as may be mutually agreed to Montreal and countries beyond in both directions.
8. The two contracting parties agree that when the Government of Portugal designates an airline to operate a service between Portugal and Canada as provided in Article 5 of this Annex, the present agreement shall, if this is requested by one of the contracting parties, be amended by the insertion in this Annex, of Clause 5 (c) to 7 (b) inclusive of the Annex to the Agreement between the Government of the United Kingdom and the Government of Portugal for Air Services between British and Portuguese territories signed at Lisbon on December 6, 1945.

LESTER S. GLASS

CAEIRO DA MATTA

ANEXO

AO ACORDO AÉREO ENTRE PORTUGAL E O CANADÁ

1. Deverá ser concedido à empresa aérea designada pelo Governo do Canadá para a exploração da rota abaixo mencionada, de harmonia com as disposições deste Acordo, o direito de sobrevoar o território português e de aterrar para fins não comerciais em qualquer dos pontos de escala do território português, bem assim como o direito de aterrar em outros pontos do território português, em casos de emergência.
2. A empresa aérea designada pelo Governo do Canadá poderá também explorar um serviço aéreo de ida e volta com origem no Canadá, atravessando ou terminando em território português, na rota abaixo mencionada e podendo embarcar e desembarcar em Lisboa ou nos Açores, passageiros, correio e carga para e do Canadá, ficando entendido que todos os vôos através do território continental português, incluindo aqueles a que se refere o parágrafo 1 deste Anexo, implicam aterragens em Lisboa.
3. A rota a explorar pela empresa aérea designada pelo Governo do Canadá será: Montreal, via pontos intermediários que podem vir a ser mutuamente acordados para os Açores e/ou Lisboa e daqui para o Reino Unido e países além, nos dois sentidos.
4. A Trans-Canada-Airlines, como empresa aérea designada pelo Governo do Canadá deverá, para iniciar a exploração deste serviço, ser considerada apta a satisfazer as condições referidas no parágrafo (2) do Artigo II deste Acordo.
5. Deverá ser concedido à empresa aérea designada pelo Governo de Portugal, para a exploração da rota abaixo mencionada, de harmonia com as disposições deste Acordo, o direito de sobrevoar o território canadiano sem escala e de aterrar para fins não comerciais em qualquer dos pontos de escala do território canadiano, bem assim como o direito de aterrar noutros pontos do território canadiano, em casos de emergência.
6. A empresa aérea designada pelo Governo de Portugal poderá também explorar um serviço aéreo de ida e volta com origem em Portugal, atravessando ou terminando em território canadiano, na rota abaixo mencionada, podendo embarcar e desembarcar em Montreal passageiros, correio e carga, para e de Portugal.
7. A rota a explorar pelas empresas aéreas designadas pelo Governo de Açores e/ou Lisboa via pontos intermediários que podem vir a ser mutuamente acordados, para Montreal e países além, nos dois sentidos.
8. As duas Partes Contratantes acordam em que quando o Governo de Portugal designar uma empresa aérea para explorar um serviço entre Portugal e o Canadá conforme o estipulado no parágrafo 5 deste Anexo, o presente Acordo será alterado, caso isso seja solicitado por uma das Partes Contratantes, pela inserção no Anexo das Clausulas 5 (c) até 7 (b) inclusivé do Anexo ao Acordo entre o Governo do Reino Unido e o Governo de Portugal sobre serviços aéreos entre os territórios britânico e português, assinado em Lisboa em 6 de Dezembro de 1945.

ANNEX

TO AIR AGREEMENT BETWEEN PORTUGAL AND CANADA

APPENDIX

EXCHANGE OF NOTES (APRIL 25, 1947) BETWEEN CANADA AND PORTUGAL RELATING TO THE AGREEMENT FOR AIR SERVICES SIGNED BETWEEN THE TWO COUNTRIES, AT LISBON, APRIL 25, 1947.

I

*The Acting Consul General of Canada
to the Minister of Foreign Affairs of Portugal*

THE CANADIAN CONSULATE GENERAL

Lisbon, 25th April, 1947.

Sir,

I have the honour to refer to the Agreement for Air Services which was concluded today by our two Governments and in connection therewith to confirm to your Excellency that it is expressly understood that should any service, operated over a route referred to in Clause 3 of the Annex to this Agreement, include landings in the Iberian Peninsula, it shall include at least one stop in Lisbon.

Accept, Sir, the renewed assurances of my highest consideration.

LESTER S. GLASS

II

*The Minister of Foreign Affairs of Portugal
to the Acting Consul General of Canada*

MINISTERIO DOS NEGOCIOS ESTRANGEIROS

Lisboa, 25 de Abril de 1947.

Senhor Consul Geral,

Tenho a honra de me referir ao Acordo sobre serviços aéreos hoje assinado entre os nossos dois Governos e de, em relação ao mesmo, confirmar a V. Ex.^a o seguinte:

Fica expressamente entendido que quando um serviço, explorado numa rota prevista no parágrafo 3.^o do Anexo a este Acordo, incluir escalas na Península Ibérica, haverá pelo menos uma paragem em Lisboa.

Aproveito a oportunidade, Senhor Consul Geral, para apresentar a V. Ex.^a os protestos da minha distinta consideração.

JOSÉ CAEIRO DA MATTA

(Translation)

MINISTRY OF FOREIGN AFFAIRS

Lisbon, April 25, 1947.

Sir,

I have the honour to refer to the Agreement concerning Air Services which was signed today between our two Governments and, in this connection, to confirm to your Excellency the following:

It is expressly understood that in cases where a service operated over a route provided for in paragraph 3 of the Annex to this Agreement shall include landings in the Iberian Peninsula, it shall include at least one stop in Lisbon.

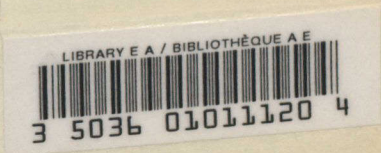
I take this opportunity to present to your Excellency the assurances of my highest consideration.

JOSÉ CAEIRO DA MATTA

CONCERNING THE

OPERATION OF THE ICELANDIC STATION
OF THE NORTHEAST LORAN CHAIN

Signed at Montreal, April 30, 1947



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