

Aug. 3, 1973

SPAIN

Air Transport Services

*Agreement signed at Madrid February 20, 1973;
Entered into force provisionally February 20, 1973;
Entered into force definitively August 3, 1973.*

AIR TRANSPORT AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT OF SPAIN

- F. "International air service" shall mean an air service which passes through the air space over the territory of more than one State.
- G. "Stop for non-traffic purposes" shall mean a landing for any purpose other than taking on or discharging passengers, cargo or mail.

ARTICLE 2

Each Contracting Party grants to the other Contracting Party rights for the conduct of air services by the designated airline or airlines, as follows:

- (1) To fly across the territory of the other Contracting Party without landing;
- (2) To land in the territory of the other Contracting Party for non-traffic purposes; and
- (3) To make stops at the points in the territory of the other Contracting Party named on each of the routes specified in the appropriate paragraph of the Schedule of this Agreement for the purpose of taking on and discharging international traffic in passengers, cargo, and mail, separately or in combination.

ARTICLE 3

Air service on a route specified in the Schedule to this agreement may be inaugurated by an airline or airlines of one Contracting Party at any time after that Contracting Party has designated such airline or airlines for that route and the other Contracting Party has granted the appropriate operating permission. Such other Contracting Party shall, subject to Article 4, grant this permission, provided that the designated airline or airlines may be required to qualify before the competent aeronautical authorities of that Contracting Party, under the laws and regulations applied by those authorities, before being permitted to engage in the operations contemplated in this Agreement.

ARTICLE 9

- A. There shall be a fair and equal opportunity for the airlines of each Contracting Party to operate on any route covered by this Agreement.
- B. In the operation by the airlines of either Contracting Party of the air services described in this Agreement, the interest of the airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provide on all or part of the same routes.
- C. The air services made available to the public by the airlines operating under this Agreement shall bear a close relationship to the requirements of the public for such services.
- D. Services provided by a designated airline under this Agreement 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 the countries of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified in this Agreement shall be applied in accordance with the general principles of orderly development to which both Contracting Parties subscribe and shall be subject to the general principle that capacity should be related to:
- (1) traffic requirements between the country of origin and the countries of ultimate destination of the traffic;
 - (2) the requirements of through airline operations; and,
 - (3) the traffic requirements of the area through which the airline passes, after taking account of local and regional services.
- E. Without prejudice to the right of each Contracting Party to impose such uniform conditions on the use of airports and airport facilities as are consistent with Article 15 of the Convention on International Civil Aviation, neither Contracting Party shall unilaterally restrict

indirectly, including the payment of excessive sales commissions to agents.

- C. It is recognized by both Contracting Parties that, during any period for which either Contracting Party has approved the traffic conference procedures of the International Air Transport Association, or other association of international air carriers, any rate agreements concluded through these procedures and involving an airline or airlines of that Contracting Party will be subject to the approval of the aeronautical authorities of that Contracting Party.
- D. If the aeronautical authorities of a Contracting Party, on receipt of the notification referred to in paragraph B above, are dissatisfied with the rate proposed, the other Contracting Party shall be so informed at least fifteen (15) days prior to the date that such rate would otherwise become effective, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.
- E. If the aeronautical authorities of a Contracting Party, upon review of an existing rate charged for carriage to or from the territory of that party by an airline or airlines of the other Contracting Party are dissatisfied with that rate, the other Contracting Party shall be so informed and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.
- F. In the event that an agreement is reached pursuant to the provisions of paragraph D or E, each Contracting Party will exercise its best efforts to put such rate into effect.
- G. If:
- (1) under the circumstances set forth in paragraph D, no agreement can be reached prior to the date that such rate would otherwise become effective; or
 - (2) under the circumstances set forth in paragraph E, no agreement can be reached prior to the expiration of sixty (60) days from the date of notification,
- then the aeronautical authorities of the Contracting Party raising the objection to the rate may take such

at the rate of exchange in effect for the sale of transportation at the time such revenues are presented for conversion and remittance and shall be exempted from taxation to the fullest extent permitted by national law. If a Contracting Party does not have a convertible currency and requires the submission of applications for conversion and remittance, the airlines of the other Contracting Party shall be permitted to file such applications as often as weekly free of burdensome or discriminatory documentary requirements.

ARTICLE 12

Either Contracting Party may at any time request consultations on the interpretation, application or amendment of this Agreement. Such consultations shall begin within a period of sixty (60) days from the date the other Contracting Party receives the request.

ARTICLE 13

- A. Any dispute with respect to matters covered by this Agreement not satisfactorily adjusted through consultation shall, upon request of either Contracting Party, be submitted to arbitration in accordance with the procedures set forth herein.
- B. Arbitration shall be by a tribunal of three arbitrators constituted as follows:
- (1) One arbitrator shall be named by each Contracting Party within sixty (60) days of the date of delivery by either Contracting Party to the other of a request for arbitration. Within thirty (30) days after such period of sixty (60) days, the two arbitrators so designated shall by agreement designate a third arbitrator, who shall not be a national of either Contracting Party.
 - (2) If either Contracting Party fails to name an arbitrator, or if the third arbitrator is not agreed upon in accordance with paragraph (1), either Contracting Party may request the President of the Council of the International Civil Aviation Organization to designate the necessary arbitrator or arbitrators.

Done in duplicate at Madrid in the English and Spanish languages, both texts being equally authentic, this 20th day of February, 1973.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

HORACIO RIVERO

[SEAL]

FOR THE GOVERNMENT OF
SPAIN:

GREGORIO LOPEZ BRAVO DE CASTRO

[SEAL]

- A. An airline or airlines designated by the Government of the United States shall be entitled to operate air services on each of the specified routes, in both directions, and to make scheduled landings in Spain at the points specified in this paragraph:
1. From the United States (1) (2) via the Azores (3) and Lisbon (Portugal) (4) to Madrid, Barcelona, Malaga and Palma de Mallorca as coterminals (5).
 2. From the United States (1) (2) via the Azores (3) and Lisbon (Portugal) to Madrid and Barcelona and beyond to points (6) in southern France, Italy, Greece, Algeria, Tunisia, Lybia, Arab Republic of Egypt, Uganda, Kenya, Tanzania, Turkey, Israel, Lebanon, Jordan, Iraq, Syria, Saudi Arabia, countries in the Arabian Peninsula, Iran, Afghanistan, Pakistan, India and beyond (7).

NOTES:

- (1) For four years from the signature of the Agreement any flight to and from Miami must stop at San Juan.
- (2) Flights serving Miami or San Juan may not serve points in Spain other than Madrid.
- (3) Only one airport may be served in the Azores on any one flight.
- (4) Without traffic rights between Portugal (including the Azores) and Malaga and between Portugal (including the Azores) and Palma de Mallorca.
- (5) No more than two points in Spain may be served on any flight.
- (6) Only one point may be served in countries other than Libya, Turkey, Iraq, Iran, and India.
- (7) Without traffic rights between Spain and points beyond India.
- (8) All-cargo services may not serve points beyond Spain, except Rome without traffic rights between Spain and Rome.

- (5) On all routes, no rights are granted to carry local, connecting or stopover traffic between points in the United States.
- C. Except as noted, points on any of the specified routes may at the option of the designated airlines be omitted on any or all flights.

AVIATION

Transport Services

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and SPAIN

Signed at Madrid November 27, 1991



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

“ . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

SPAIN

Aviation: Transport Services

*Memorandum of understanding signed at Madrid November 27, 1991;
Entered into force March 8, 1993.*

MEMORANDUM OF UNDERSTANDING UNDER THE AIR
TRANSPORT AGREEMENT SIGNED ON FEBRUARY 20, 1973
BETWEEN THE UNITED STATES OF AMERICA AND THE
KINGDOM OF SPAIN

The Government of the United States of America and the Government of Spain, noting that, in accordance with the provisions of the Air Transport Agreement between the Government of Spain and the Government of the United States of America, signed on February 20, 1973, as amended, (Agreement),¹ and the Memorandum of Consultations of November 27, 1972 (1972 MOC),² delegations of Spain and the United States met in Washington, May 29-31, 1991, and that these consultations were a continuation of the consultations held in Madrid, February 12-15, 1991, in Washington, D.C., April 15-18, 1991, and in Madrid, May 7-8, 1991, have, without prejudice to the interpretation of the Agreement and 1972 MOC by either side, reached the following agreement:

1. The delegations had concluded appropriate consultations called for by the provisions of the 1972 Memorandum of Consultations.

2. A designated U.S. airline shall be entitled to commence services from Atlanta to Spain on U.S. Route 1 of the Agreement, effective April 1, 1991, or thereafter as requested by the airline. The Spanish aeronautical authorities shall grant such an airline the appropriate operating permissions necessary to enable it to commence services by that date.

3. The Spanish aeronautical authorities shall grant appropriate operating permissions to American Airlines (AA) to initiate services from Miami to Spain on U.S. Route 1 of the Agreement, effective June 1, 1991, or thereafter as requested by the airline.

4. The Spanish aeronautical authorities shall grant appropriate operating permissions to United Airlines (UA) to initiate services from Washington, D.C., to Spain on U.S. Route 1 of the Agreement, effective June 1, 1991, or thereafter as requested by the airline.

5. The Spanish aeronautical authorities shall grant appropriate operating permissions to Continental Airlines (CO) to initiate services from New York (Newark) to Spain, and beyond on U.S. Route 2 of the Agreement, effective April 1, 1993, or thereafter as requested by the airline. Continental Airlines shall not operate more than seven round trip frequencies per week until March 31,

¹TIAS 7725; 24 UST 2102.

²Not printed.

1994, with the capacity provisions of the Agreement and the 1972 MOC to apply thereafter.

The United States assures Spain that, following designation (1991) of Continental Airlines into the New York-Spain market, and until March 31, 1995, should one of the three designated U.S. carriers terminate service in that market (cease to provide service for a period in excess of 180 days or announce its permanent departure from the market), the United States would not replace that carrier.

If, before Continental enters into the market, one of the two operating U.S. carriers terminates service in that market (ceases to provide service for a period in excess of 180 days or announces its permanent departure from the market), Continental shall be entitled immediately to commence service with no restrictions. If, after Continental enters the market and before March 31, 1994, one of the two currently operating U.S. carriers terminates service in that market (ceases to provide service for a period in excess of 180 days or announces its permanent departure from the market), all restrictions on Continental's operations shall be lifted. In any event, including the event that Continental does not exercise the authority provided pursuant to this paragraph and the U.S. withdraws Continental's designation, Spain assures the United States of its right to maintain a minimum of two designated carriers in the New York-Spain market.

6. The existing route schedules annexed to the Agreement shall be replaced with the following, which shall be designated as "Annex I, Scheduled Air Services":

"ANNEX I
SCHEDULED AIR SERVICES

A. *Route Schedule for the United States:*

An airline or airlines designated by the Government of the United States of America shall be entitled to operate air services on each of the specified routes, in both directions, and to make scheduled landings in Spain at the points specified in this paragraph:

1. From the United States 1/ via the Azores 2/ and Lisbon (Portugal) 3/ to Madrid, Barcelona, Malaga, and Palma de Mallorca as coterminals; 4/

2. From the United States 1/ via the Azores 2/ and Lisbon (Portugal) to Madrid and Barcelona and beyond to points 5/ in southern France, Italy, Greece, Algeria, Tunisia, Libya, Arab Republic of Egypt, Uganda, Kenya, Tanzania, Turkey, Israel, Lebanon, Jordan, Iraq, Syria, Saudi Arabia, coun-

tries in the Arabian Peninsula, Iran, Afghanistan, Pakistan, India, and beyond; 6/

3. For all-cargo services only: from the United States via intermediate points to a point or points in Spain and beyond.

Notes to the Route Schedule for the United States

(1) Flights serving Miami or San Juan may not serve points in Spain other than Madrid.

(2) Only one airport may be served in the Azores on any one flight.

(3) Without traffic rights between Portugal (including the Azores) and Malaga and between Portugal (including the Azores) and Palma de Mallorca.

(4) No more than two points in Spain may be served on any flight.

(5) Only one point may be served in countries other than Libya, Turkey, Iraq, Iran, and India.

(6) Without traffic rights between Spain and points beyond India.

(7) On all routes, no rights are granted to carry local, connecting or stop-over traffic between points in Spain.

(8) Notes (1)-(6), and note (7) (except as it relates to cabotage) shall not apply to all-cargo services on Route 3.

B. *Route Schedule for Spain:*

An airline or airlines designated by the Government of Spain shall be entitled to operate air services on each of the specified routes, in both directions, and to make scheduled landings in the United States at the points specified in this paragraph:

1. From Spain via a point in Canada to the coterminal points Boston, Baltimore, Washington, Chicago, Los Angeles, Miami, New York, and San Juan, plus three additional points, plus fifteen additional points to be used only on a code-sharing basis with any U.S. airline;

2. From Spain to Miami, and beyond to points in Mexico, Haiti, Jamaica, Spanish-speaking countries in the Caribbean Sea, Trinidad and Tobago, Curacao, Belize, Guatemala, El Salvador, Honduras, Nicaragua, Costa Rica, and Panama, and South America except Argentina, Brazil, French Guiana, Guyana, Paraguay, Suriname and Uruguay.

3. From Spain to San Juan, and beyond to points in Mexico, Haiti, Jamaica, Spanish-speaking countries in the Caribbean Sea, Trinidad and Tobago, Curacao, Belize, Guatemala, El Salvador, Honduras, Nicaragua, Costa Rica, and Panama, and South America except Argentina, Brazil, French Guiana, Guyana, Paraguay, Suriname and Uruguay.

4. From Spain to two points in the southern tier of the U.S., and beyond to points in Mexico, Haiti, Jamaica, Spanish-speaking countries in the Caribbean Sea, Trinidad and Tobago, Curacao, Belize, Guatemala, El Salvador, Honduras, Nicaragua, Costa Rica, and Panama, and South America except Argentina, Brazil, French Guiana, Guyana, Paraguay, Suriname and Uruguay.

5. For all-cargo services only: from Spain via intermediate points to a point or points in the United States, and beyond.

Notes to the Route Schedule for Spain

(1) The Government of Spain shall notify the Government of the United States of America of the point selected in Canada for Route 1 and the new points selected in the United States for Route 1 prior to the commencement of service to any such point or points. The point selected by Spain in Canada and any of the three new points available for selection by Spain under the terms of this Memorandum of Understanding may be changed upon 60 days prior written notice to the Government of the United States of America by the Government of Spain through diplomatic channels.

(2) No more than two points in the United States of America may be served on any flight on Route 1, with the exception of points served on a code-sharing basis. Only one airport may be served in the Washington/Baltimore area. The airport selected will be notified to the Government of the United States of America by the Government of Spain prior to the commencement of service. The fifteen code-share points selected will be notified to the Government of the United States by the Government of Spain prior to the commencement of service. Any one or more of those code-share points may be changed upon 60 days prior written notice to the Government of the United States of America by the Government of Spain through diplomatic channels.

(3) For Route 4, the points selected shall be selected from the three new points listed in Route 1, and shall be chosen from among points in the states of Texas, Oklahoma, Arkansas, Louisiana, Mississippi, Alabama, Tennessee, North Carolina, South Carolina, Georgia, and Florida.

(4) On all routes, no rights are granted to carry local, connecting or stop-over traffic between points in the United States.

(5) Notes (1)-(3), and note (4) (except as it relates to cabotage) shall not apply to all-cargo services on Route 5.

C. *Route Flexibility:*

Each designated airline may, on any or all flights and at its option:

1. Operate flights in either or both directions;
2. Combine different flight numbers within one aircraft operation;
3. Serve points on the routes in any combination and in any order (which may include serving intermediate points as beyond points and beyond points as intermediate points);
4. Omit stops at any point or points; and,
5. Without prejudice to Article 9 of the Agreement, transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes;

Without directional or geographical limitation and without loss of any right to carry traffic otherwise permissible under this Memorandum of Understanding; provided, that the service begins or terminates in the territory of the contracting party designating the airline.

D. *Change of Gauge:*

Without prejudice to Paragraph 7 of the Memorandum of Consultations of November 27, 1972, the designated airlines of the respective parties may change aircraft at Miami on Route 2 for Spanish carriers, and at Madrid or Barcelona on Route 2, for U.S. carriers, to not more than four aircraft, provided that the total capacity of the aircraft operating beyond that point bear a reasonable relationship to the capacity of the aircraft operating from or to the territory of the party which has designated the airline, and provided that the aircraft operating beyond the point of change are scheduled only in coincidence with the incoming aircraft to ensure true and genuine continuing service.

Without prejudice to Paragraph 7 of the Memorandum of Consultations of November 27, 1972, the designated airlines of Spain may change aircraft at the points selected on Route 4 to not more than two aircraft, provided that the total capacity of the aircraft operating beyond the points bear a reasonable relationship to the capacity of the aircraft operating from or to the territory of the party which has designated the airline, and provided that the aircraft operating beyond the point of change are scheduled only

in coincidence with the incoming aircraft to ensure true and genuine continuing service.

Where services beyond the change of gauge point are operated through authorized blocked space, code share, or other cooperative marketing arrangements, the reference above to "the capacity of the aircraft operating beyond that point" shall refer to that portion of the capacity on the aircraft that is being held out for sale by the designated airline.

If by reason of unforeseen operational or mechanical problems, a designated airline must operate an aircraft of a different size than that scheduled, then, in that specific instance, the airline may operate the change of gauge without regard to the capacity limitation set forth above.

E. *Code Share:*

In operating or holding out the authorized services on the agreed routes, a designated airline of either party, which holds appropriate authority to provide such service, may on the basis of reciprocity, and subject to the requirements normally applied to such agreements, enter into cooperative marketing arrangements with another airline which also holds appropriate authority, provided that the arrangement does not include cabotage or revenue pooling."

7. Entry into force. This Memorandum of Understanding shall form an integral part of the Agreement, and shall be applied provisionally upon signature. This Memorandum of Understanding shall enter into force on the date of an exchange of diplomatic notes indicating that this agreement has been approved by the respective parties in accordance with their constitutional requirements.

In witness whereof the undersigned, being duly authorized by their respective Governments, have signed this Memorandum of Understanding.

Done at Madrid, in duplicate, this twenty-seventh day of November, 1991, in the English and Spanish languages, each text being equally authentic.

FOR THE
UNITED STATES OF AMERICA:

JOSEPH ZAPPALA

FOR THE
KINGDOM OF SPAIN:

INOCENCIO FELIX ARIAS LLAMAS

MEMORANDUM DE ENTENDIMIENTO EN VIRTUD DEL
ACUERDO SOBRE TRANSPORTE AEREO de 20 de FEBRERO de
1.973 ENTRE ESPAÑA Y LOS ESTADOS UNIDOS DE AMERICA

El Gobierno de los Estados Unidos de América y el Gobierno de España, teniendo presente que, de acuerdo con las disposiciones del Acuerdo Sobre Transporte Aéreo entre el Gobierno de España y el Gobierno de Estados Unidos de América firmado el 20 de febrero de 1973, ("el Acuerdo"), y el Memorándum de Consultas del 27 de noviembre de 1972, ("MDC de 1972"), Delegaciones de España y de Estados Unidos se reunieron en Washington, D.C. los días 29 al 31 de mayo de 1991, y que estas consultas han sido continuación de las celebradas en Madrid los días 12 al 15 de febrero de 1991, en Washington, D.C., los días 15 al 18 de abril de 1991, y en Madrid los días 7 y 8 de mayo de 1991, han alcanzado, sin perjuicio de las respectivas interpretaciones del Acuerdo y del MDC de 1972, el siguiente acuerdo.

1.- Las Delegaciones han celebrado las consultas requeridas por las disposiciones del MDC de 1972.

2.- Una compañía aérea designada de los Estados Unidos tendrá derecho a comenzar los servicios desde Atlanta a España en la ruta 1 de los Estados Unidos, prevista en el Acuerdo, con efectos de 1 de abril de 1991, o en fecha posterior, según lo solicite la compañía aérea. Las Autoridades Aeronáuticas españolas concederán a dicha compañía aérea los permisos operativos correspondientes que sean precisos para iniciar los servicios en dicha fecha.

3.- Las Autoridades Aeronáuticas españolas concederán los permisos operativos correspondientes a "AMERICAN Airlines", (AA), para que pueda iniciar servicios desde Miami a España en la ruta 1 de los Estados Unidos, prevista en el Acuerdo, con efectividad del 1 de junio de 1991, o en fecha posterior, según lo solicite dicha compañía aérea.

4.- Las Autoridades Aeronáuticas españolas concederán los permisos operativos correspondientes a "UNITED Airlines", (UA), para que pueda iniciar servicios desde Washington, D.C. a España en la ruta 1 de los Estados Unidos, prevista en el Acuerdo, con efectividad del 1 de junio de 1991, o en fecha posterior, según lo solicite dicha compañía aérea.

5.- Las Autoridades Aeronáuticas españolas concederán los permisos operativos correspondientes a "CONTINENTAL Airlines", (CO), necesarios para iniciar los servicios desde Nueva York, (Newark), a España, y más allá en la ruta 2 de Estados Unidos prevista en el Acuerdo, con efectividad del 1 de abril de 1993, o en fecha posterior, según lo solicite dicha compañía aérea.

"CONTINENTAL Airlines" no operará más de siete frecuencias de ida y vuelta por semana hasta el 31 de marzo de 1994, aplicándose a partir de entonces las disposiciones sobre capacidad del Acuerdo y del MDC de 1972.

Los Estados Unidos aseguran a España que, tras la designación, (1991), de "CONTINENTAL Airlines" para el servicio Nueva York - España, y hasta el 31 de marzo de 1995, en el caso de que alguna de las tres compañías estadounidenses designadas dejara de prestar servicios en dicha ruta, (cese de servicios por un período superior a 180 días o anuncio de su salida permanente del mercado), los Estados Unidos no sustituirán a dicha compañía aérea. Si, antes de que "CONTINENTAL Airlines" acceda a ese mercado, una de las dos compañías estadounidenses que operan la ruta cesara de prestar servicios en la misma, (cese de servicios por un período superior a 180 días o anuncio de su salida permanente del mercado), "CONTINENTAL Airlines" tendrá inmediatamente derecho a comenzar servicios sin restricciones. Si, después de que "CONTINENTAL Airlines" entre en el mercado y antes del 31 de marzo de 1994, una de las dos compañías estadounidenses que operan actualmente termina sus servicios en dicho mercado, (cese de servicios por un período superior a 180 días o anuncio de su salida permanente del mercado), todas las restricciones a las operaciones de "CONTINENTAL Airlines" serán levantadas. En cualquier caso, incluso en el caso de que "CONTINENTAL Airlines" no ejerciera la autorización prevista en este párrafo, y los Estados Unidos retiraran la designación de "CONTINENTAL Airlines", España asegura a los Estados Unidos su derecho a mantener un mínimo de dos compañías designadas en el mercado Nueva York - España.

6.- Los actuales Cuadros de Rutas anejos al Acuerdo serán sustituidos por los siguientes, que serán designados como "ANEXO I, Cuadro de Servicios Aéreos":

"ANEXO I

CUADRO DE SERVICIOS AEREOS

A. Cuadro de Rutas de los Estados Unidos:

Una o varias compañías designadas por el Gobierno de los Estados Unidos tendrán derecho a operar servicios aéreos en cada una de las Rutas especificadas, en ambas direcciones, y a efectuar escalas comerciales en España en los puntos especificados en este párrafo:

1. Desde los Estados Unidos 1) vía las Azores, 2) y Lisboa, (Portugal),
- 3) a Madrid, Barcelona, Málaga, y Palma de Mallorca, como coterminales;
- 4)

2. Desde los Estados Unidos 1) vía las Azores, 2) y Lisboa, (Portugal), a Madrid y Barcelona y más allá a puntos 5) en el sur de Francia, Italia, Grecia, Argelia, Túnez, Libia, República Arabe de Egipto, Uganda, Kenia, Tanzania, Turquía, Israel, Líbano, Jordania, Iraq, Siria, Arabia Saudí, países en la Península de Arabia, Irán, Afganistán, Pakistán, la India, y más allá; 6)

3. Para servicios de carga pura: desde los Estados Unidos vía puntos intermedios a uno o varios puntos en España y más allá.

Notas al Cuadro de Rutas de los Estados Unidos.

- (1) Los vuelos que toquen Miami o San Juan no podrán servir puntos en España distintos de Madrid.
- (2) Sólo un aeropuerto podrá servirse en las Azores en un mismo vuelo.
- (3) Sin derechos de tráfico entre Portugal, (incluyendo las Azores), y Málaga y entre Portugal (incluyendo las Azores), y Palma de Mallorca.
- (4) No más de dos puntos en España pueden ser servidos en cada vuelo.
- (5) Sólo puede servirse un punto en países distintos de Libia, Turquía, Iraq, Irán y la India.
- (6) Sin derechos de tráfico a puntos más allá desde la India.
- (7) En ninguna ruta se concederán derechos para transportar tráfico local, en conexión o parada con estancia entre puntos en España.
- (8) Las Notas (1) a (6) y la Nota (7), (excepto en lo que refiera al cabotaje), no se aplicarán a los servicios de carga pura previstos en la Ruta 3).

B. *Cuadro de Rutas de España:*

Una o varias compañías aéreas designadas por el Gobierno de España tendrán derecho a operar servicios aéreos en cada una de las Rutas especificadas, en ambas direcciones y a efectuar escalas comerciales en los Estados Unidos en los puntos especificados a continuación:

1. Desde España vía un punto en Canadá a Boston, Baltimore, Washington, Chicago, Los Angeles, Miami, Nueva York y San Juan como coterminales, más tres puntos adicionales, más quince puntos más a utilizar solamente en régimen de código compartido con cualquier compañía estadounidense.
2. Desde España a Miami, y más allá a puntos en Méjico, Haití, Jamaica, países de habla española en el Caribe, Trinidad y Tobago, Curaçao, Belice,

Guatemala, El Salvador, Honduras, Nicaragua, Costa Rica y Panamá y América del Sur, excepto Argentina, Brasil, Guayana francesa, Guayana, Paraguay, Surinam y Uruguay.

3. Desde España a San Juan y más allá a puntos en Méjico, Haití, Jamaica, países de habla española en el Caribe, Trinidad y Tobago, Curaçao, Belice, Guatemala, El Salvador, Honduras, Nicaragua, Costa Rica y Panamá y América del Sur, excepto Argentina, Brasil, Guayana francesa, Guayana, Paraguay, Surinam y Uruguay.

4. Desde España a dos puntos en la parte sur de Estados Unidos, y más allá a puntos en Méjico, Haití, Jamaica, países de habla española en el Caribe, Trinidad y Tobago, Curaçao, Belice, Guatemala, El Salvador, Honduras, Nicaragua, Costa Rica y Panamá y América del Sur, excepto Argentina, Brasil, Guayana francesa, Guayana, Paraguay, Surinam y Uruguay.

5. Para servicios de carga pura: desde España vía puntos intermedios a uno o varios puntos en los Estados Unidos, y más allá.

Notas al Cuadro de Rutas de España.

- (1). El Gobierno de España notificará al Gobierno de los Estados Unidos el punto seleccionado en Canadá para la Ruta 1 y los nuevos puntos seleccionados en los Estados Unidos para la Ruta 1 antes del comienzo del servicio a cualquiera de dichos punto o puntos. El punto seleccionado por España en Canadá y cualquiera de los tres nuevos puntos disponibles para elección por España bajo los términos de este Memorándum de Entendimiento podrán ser cambiados por el Gobierno de España con un preaviso escrito de 60 días al Gobierno de los Estados Unidos por la vía diplomática.
- (2). No podrán servirse más de dos puntos en los Estados Unidos en cualquier vuelo operado de acuerdo con la Ruta 1, con excepción de los puntos que se sirvan en régimen de código compartido. Sólo podrá servirse un aeropuerto en el área Washington - Baltimore. El aeropuerto seleccionado será notificado por el Gobierno de España al Gobierno de Estados Unidos con anterioridad al comienzo de los servicios. Los quince puntos en código compartido seleccionados serán notificados por el Gobierno de España al Gobierno de Estados Unidos con anterioridad al comienzo de los servicios. Cualquiera o varios de dichos puntos en código compartido podrán ser cambiados por el Gobierno de España con un preaviso escrito de 60 días al Gobierno de Estados Unidos por vía diplomática.

(3). Para la Ruta 4, los puntos seleccionados lo serán de entre los tres nuevos puntos que figuran en la Ruta 1, y serán elegidos de entre puntos en los Estados de Tejas, Oklahoma, Arkansas, Louisiana, Mississippi, Alabama, Tennessee, Carolina del Norte, Carolina del Sur, Georgia y Florida.

(4). En ninguna ruta se conceden derechos para transportar tráfico local, de conexión o parada con estancia, entre puntos en los Estados Unidos.

(5). Las Notas (1) - (3) y la Nota (4), (excepto en lo que se refiere al cabotaje), no se aplicarán a los servicios de carga pura en la Ruta 5.

C. *Flexibilidad en las Rutas*

Cada compañía designada podrá, en uno o en todos sus vuelos, y a su discreción:

1. Operar vuelos en una o ambas direcciones;
2. Combinar diferentes números de vuelo en la operación de una aeronave;
3. Servir puntos en las rutas con cualquier combinación y con cualquier orden, (lo que podrá incluir el servicio de puntos intermedios, como puntos más allá y de puntos más allá como puntos intermedios);
4. Omitir paradas en cualquier punto o puntos; y
5. Sin perjuicio de lo establecido en el Artículo 9 del Acuerdo, transferir tráfico de una de sus aeronaves a cualquiera de sus otras aeronaves en cualquier punto de las rutas;

Sin limitaciones de dirección o geográficas, y sin pérdida de ningún derecho a transportar tráfico que esté de otro modo autorizado bajo este Memorándum de Entendimiento siempre y cuando el servicio comience o termine en el territorio de la Parte Contratante que designe a la compañía aérea.

D. *Cambio de calibre.*

Sin perjuicio de lo establecido en el párrafo 7 del Memorándum de Consultas del 27 de noviembre de 1972, las compañías aéreas designadas de cada una de las Partes podrán cambiar de aeronave en Miami en la Ruta 2 para las compañías aéreas españolas, y en Madrid o Barcelona en la Ruta 2 para las compañías aéreas estadounidenses, a no más de cuatro aeronaves, siempre y cuando la capacidad total de las aeronaves que operen más allá de dichos puntos tengan una relación razonable con la capacidad de la aeronave que opere desde o hacia el territorio de la Parte que haya designado a dicha compañía aérea, y siempre que las aeronaves

que operen más allá del punto de cambio se programen sólo en conexión directa con la aeronave inicial, para asegurar una verdadera y genuina continuación de los servicios.

Sin perjuicio de lo dispuesto en el párrafo 7 del Memorándum de Consultas del 27 de noviembre de 1972, las compañías españolas designadas podrán cambiar de aeronave en los puntos seleccionados en la Ruta 4 a no más de dos aeronaves, siempre y cuando la capacidad total de las aeronaves que operen más allá de dicho punto tengan una relación razonable con la capacidad de la aeronave que opere desde o hasta el territorio de la Parte que haya designado a dicha compañía aérea, y siempre que las aeronaves que operen más allá del punto de cambio se programen sólo en conexión directa con la aeronave inicial, para asegurar una verdadera y genuina continuación de los servicios.

En los casos en que los servicios más allá del punto de cambio de calibre se operen mediante acuerdos de reserva de espacio, códigos compartidos, o cualquier otro arreglo de cooperación comercial, la referencia que figura más arriba a "la capacidad de las aeronaves que operen más allá de dicho punto", se referirá a aquella porción de la capacidad de la aeronave que esté siendo puesta a la venta por la compañía designada.

Si por razón de problemas mecánicos u operativos no previstos, una compañía aérea designada tiene que operar una aeronave de un tamaño diferente del previsto, en tal caso específico, la compañía podrá operar el cambio de calibre sin sujetarse a la limitación de la capacidad establecida más arriba.

E. *Código Compartido.*

Al operar o anunciar los servicios autorizados en las Rutas acordadas, una compañía aérea designada de cualquiera de las Partes que tenga la correspondiente autorización para prestar dichos servicios podrá, sobre la base de la reciprocidad y con sujeción a los requisitos normalmente aplicados a dichos acuerdos, establecer acuerdos de cooperación comercial con otra compañía aérea que tenga también la autorización apropiada, siempre y cuando dicho acuerdo no incluya el cabotaje o compartir ingresos."

7. Entrada en vigor. Este Memorándum de Entendimiento será parte integral del Acuerdo, y se aplicará provisionalmente desde el momento de la firma. El Memorándum de Entendimiento entrará en vigor en la fecha en que mediante intercambio de Notas Diplomáticas se indique que el acuerdo ha sido

aprobado por las respectivas partes de conformidad con sus requisitos constitucionales.

En TESTIMONIO DE LO CUAL los abajo firmantes, habiendo sido debidamente autorizados por sus respectivos Gobiernos, han firmado este Memorándum de Entendimiento.

Hecho en Madrid, por duplicado, el 27 de Noviembre de 1991, en español y en inglés, siendo ambos textos igualmente auténticos.

POR EL REINO
DE ESPAÑA.

POR LOS ESTADOS
UNIDOS DE AMERICA.

Inocencio Félix Arias Llamas.

Joseph Zappala.