

**No. 426**

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**NETHERLANDS  
and  
SPAIN**

**Agreement for the regulation of civil air lines (with annex).  
Signed at Madrid, on 8 October 1948**

*French official text communicated by the Secretary-General of the International  
Civil Aviation Organization. The registration took place on 13 April 1949.*

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**PAYS-BAS  
et  
ESPAGNE**

**Accord réglementant les lignes aériennes civiles (avec  
annexe). Signé à Madrid, le 8 octobre 1948**

*Texte officiel français communiqué par le Secrétaire général de l'Organisation de  
l'aviation civile internationale. L'enregistrement a eu lieu le 13 avril 1949.*

## TRANSLATION — TRADUCTION

No. 426. AGREEMENT<sup>1</sup> BETWEEN THE NETHERLANDS AND  
SPAIN FOR THE REGULATION OF CIVIL AIR LINES.  
SIGNED AT MADRID, ON 8 OCTOBER 1948

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The Government of the Netherlands and the Government of Spain, desiring to encourage civil air transport between the Netherlands and Spain, conclude the following agreement on the use of regular air transport services between their respective countries:

*Article I*

The Contracting Parties grant each other the rights specified in the annex hereto necessary for establishing the international civil air routes and services set out therein, whether such services be inaugurated immediately or at a later date, at the option of the Contracting Party to whom the rights are granted.

*Article II*

Each of the air services mentioned in the annex may be put into operation as soon as the Contracting Party entitled by virtue of article I to designate an airline or airlines for the route concerned has authorized an airline for such route. The Contracting Party granting the right shall, subject to the provisions of article VII hereof, be bound to give the appropriate operating permission without delay to the airline or airlines concerned.

*Article III*

Operating rights which may have been granted previously by either of the Contracting Parties to any State not a party to this agreement or to an airline shall continue in force according to their terms.

*Article IV*

In order to prevent all discriminatory practices and to assure equality of treatment, it is agreed that:

(a) Each of the Contracting Parties may impose or permit to be imposed just and reasonable charges for the use of airports and other facilities. Each

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<sup>1</sup> Came into force on 1 November 1948, in accordance with article XII.

of the Contracting Parties agrees, however, that these charges 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.

(b) Fuel and lubricating oils taken of board aircraft of a Contracting Party and spare parts, motors, equipment and general supplies introduced into the territory of one Contracting Party, or taken on board an aircraft on that territory by the other Contracting Party or its nationals, and intended solely for use by aircraft of such other Contracting Party, shall be accorded national treatment with respect to the imposition of customs duties, inspection fees or other national duties or charges by the Contracting Party whose territory is entered.

(c) Aircraft operated on the agreed services and supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of either of the Contracting Parties authorized to operate the routes and services specified in the annex shall, upon arriving in or leaving the territory of the other Contracting Party, be exempt from customs duties, inspection fees or similar duties or charges, even though such supplies be used by such aircraft on flights in that territory.

(d) Goods so exempted may not be unloaded save with the approval of the customs authorities of the other Contracting Party. These goods shall be re-exported and kept under customs supervision until re-exportation.

#### *Article V*

Certificates of airworthiness, certificates of competency and licences 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 specified 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 licences granted to its own nationals by another State.

#### *Article VI*

(a) The laws and regulations of one 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 the other Contracting Party 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) Passengers, crews and consignors of goods shall be bound, either in person or through third parties acting on their behalf and in their name, to comply with the laws and regulations in force in the territory of each Contracting Party as to admission to, stay in, and departure from its territory, of passengers, crew or cargo, such as regulations relating to entry, clearance, immigration, passports, customs and quarantine.

#### *Article VII*

Each Contracting Party reserves the right to withhold a certificate or permit from an airline of another State, or to revoke such certificate or permit, whenever it has no proof that substantial ownership and effective control of such airline are vested in nationals of a party to this agreement, or whenever an airline fails to comply with the laws of the State over which it operates, as described in article VI above, or to perform its obligations under this agreement.

#### *Article VIII*

Each Contracting Party shall be able freely to replace its concession-holding airlines by others after previously informing the other Contracting Party of such changes. The newly designated airline shall have all the rights and duties of its predecessor. On no account shall such substitution involve the responsibility of the State authorizing the concession.

#### *Article IX*

The aeronautical authorities of the two Contracting Parties shall keep each other informed of offences committed on their respective territories by employees of the concession-holding airlines. Should it be ascertained that misconduct of a serious character has taken place, the competent aeronautical authority shall have the right to request the dismissal of the official responsible. Any recurrence of such offence shall give rise to a right to request the revocation of the concession granted to the airline in question.

#### *Article X*

The aeronautical authorities of the two Contracting Parties shall co-operate in settling any question relating to the execution of this agreement and its annex.

*Article XI*

Should either of the Contracting Parties wish to modify the routes or conditions set forth in the annex to this agreement, it may request consultation between the competent aeronautical authorities of both Contracting Parties, such consultation to begin within a period of sixty days from the date of the request. When the aforementioned authorities mutually agree on new or revised conditions affecting the attached annex, their recommendations on the matter will come into effect after confirmation by an exchange of diplomatic notes.

*Article XII*

This agreement shall come into force on 1 November 1948. As from 1 November 1949, each of the High Contracting Parties may give the other Party three months prior notice of its denunciation of the agreement.

*Article XIII*

Any dispute between the Contracting Parties relating to the interpretation or application of this agreement and its annex which cannot be settled directly by consultation between the airlines concerned, between the aeronautical authorities or between the respective Governments, shall be referred to arbitration either by a tribunal or by some other agreed person or body.

The Contracting Parties undertake to comply with the provisional measures which may be ordered in the course of the proceedings, and with the arbitration award, the latter being in all cases considered as final.

DONE at Madrid, this 8th day of October 1948, in duplicate, in the French language, each copy being authentic.

Alberto Martín ARTAJO  
Minister of Foreign Affairs  
of Spain

Baron W. J. G. GEVERS  
Acting Chargé d'affaires  
of the Netherlands

## ANNEX

TO THE AGREEMENT BETWEEN SPAIN AND THE NETHERLANDS FOR THE REGULATION  
OF CIVIL AIRLINES

## I

Netherlands airlines authorized under the present agreement are accorded rights of transit and non-traffic stops in Spanish territory. The right to pick up and discharge international traffic in passengers, cargo and mail is granted on the following routes:

Route I—Amsterdam—Geneva—Madrid—Lisbon, in either direction.

Route II—Amsterdam—Madrid—Dakar—Recife—Rio de Janeiro—(São Paulo)—Montevideo, in either direction.

Route II may be extended to Buenos Aires as soon as the Netherlands Government has obtained the necessary authorization from the Argentine Government; in that case Buenos Aires shall form part of the itinerary referred to under Route II.

Route III—Amsterdam—Madrid—Casablanca, in either direction.

Route IV—Amsterdam—Madrid—(Lisbon)—Sale or Dakar—Surinam—Caracas—Curaçao, in either direction.

## II

(a) The Netherlands airline or airlines designated by the Government may sell tickets for passage from Madrid only for the points mentioned in the itineraries and in accordance with the relevant financial provisions of the Spanish Government. This also applies *mutatis mutandis* to cargo.

(b) In virtue of the agreement of 31 March 1947 between the Government of Spain and the Government of Portugal, it is understood that the provision in article I, paragraph I, of the annex relating to the right to pick up and discharge international traffic in passengers, cargo and mail, shall not apply on any flight between the metropolitan territories of Spain and Portugal.

## III

The Spanish airline or airlines designated by the Government of Spain reserve the right to operate air services in Netherlands territories in strict reciprocity with the services referred to in article I of this annex, and with commercial rights similar to those granted to the other Party.

## IV

The Contracting Parties shall consult each other periodically and at least twice a year with a view to examining the conditions in which the provisions of this agreement are applied by the designated Netherlands and Spanish airlines and to ensuring that the interests of their local and regional services and of their long-distance services are not injured.

## V

At least one week before the respective concessions begin to be exploited effectively, the aeronautical authorities of the two Contracting Parties shall notify each other of the time tables, charges, flight frequencies and types of aircraft used by their airlines. They shall likewise notify each other of any changes in these arrangements.

## VI

The postal authorities of the two Contracting Parties shall co-operate in making arrangements for airmail facilities within the framework of the existing international conventions in that field.

## VII

Subject to authorization by the competent national aeronautical authority, each concession-holding airline may maintain its own technical and administrative staffs at the airports of the other Contracting Party. It is understood that such authorization shall cover the minimum staffs necessary for the airline's normal operation.

## VIII

So long as visas are required for the admission of foreigners to the two countries, the crews entered in the manifests of aircraft of the two countries maintaining the air communications shall be exempt from visa requirements. They shall hold valid passports and identification papers issued by the airline to which they belong.

Should any member of a crew be obliged by circumstances to remain behind, the airline by which he is employed shall take steps to enable him to return to the country where it has its head office.