

**No. 495**

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**NETHERLANDS  
and  
CZECHOSLOVAKIA**

**Agreement on the air services. Signed at Prague, on 1 September 1947**

*French official text communicated by the Permanent Representative of the Netherlands to the United Nations. The registration took place on 7 July 1949.*

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**PAYS-BAS  
et  
TCHECOSLOVAQUIE**

**Accord sur les services aériens. Signé à Prague, le 1er septembre 1947**

*Texte officiel français communiqué par le représentant permanent des Pays-Bas auprès de l'Organisation des Nations Unies. L'enregistrement a eu lieu le 7 juillet 1949.*

## TRANSLATION — TRADUCTION

No. 495. AGREEMENT<sup>1</sup> ON THE AIR SERVICES BETWEEN THE KINGDOM OF THE NETHERLANDS AND THE CZECHOSLOVAK REPUBLIC. SIGNED AT PRAGUE, ON 1 SEPTEMBER 1947

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The Government of the Kingdom of the Netherlands and the Government of the Czechoslovak Republic, desiring to promote air transport between their respective countries and taking into consideration the resolution recommending a form of standard agreement on provisional air routes included in the Final Act of the International Civil Aviation Conference, signed on 7 December 1944 at Chicago, have appointed for that purpose their representatives who, duly authorized, have agreed on the following provisions:

*Article 1*

The Contracting Parties shall grant one another the rights specified in the annex hereto for the purpose of establishing the air services provided for therein, without prejudice to any amendments that may be made to the annex in conformity with article 8 of the present agreement.

*Article 2*

(a) Any air service provided for in the annex may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted, provided:

(1) that the Contracting Party to whom the rights have been granted has designated one or more airlines to operate the routes concerned, and

(2) that the Contracting Party granting the rights has, subject to the conditions set forth in paragraph (b) of the present article, issued the necessary operating permit to the airline or airlines so designated, as, subject to the provisions of article 6 below, it shall be bound to do at the earliest possible moment.

(b) The airline or airlines so designated by either Contracting Party may, before being authorized to open the services referred to in the present agreement, be called upon to supply the competent aeronautical authorities of the other

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<sup>1</sup>Came into force on 5 August 1948, by an exchange of notes, in accordance with article 10.

Contracting Party, in conformity with the laws and regulations in force in that country, with complete evidence of their qualifications and of their commercial operations.

(c) Each of the two Governments may designate at any time to the Government of the other country a different national airline to replace the airline previously authorized. The new airline shall enjoy the rights of the airline that has been replaced even as regards duration of the authorization. The airline that has been replaced may not on those grounds claim any indemnity from the Government by which it was authorized.

(d) Nevertheless, in areas where a military occupation has its headquarters, or which are affected by such occupation, the opening of the air services provided for in the annex shall be subject to the approval of the competent military authorities.

### *Article 3*

In order to avoid discrimination and ensure equality of treatment, it is agreed that:

(a) Each of the High Contracting Parties agrees that the charges for the use of airports and other facilities levied on the airline or airlines of the other Contracting Party shall not be higher than those which would be paid for the use of the said airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts brought into the territory of either Contracting Party by or on behalf of an airline designated by the other Contracting Party and intended solely for use by the aircraft of the latter shall be accorded treatment as favourable as that given to national airlines or to those of the most-favoured nation as regards the levying of customs duties, inspection fees or other national duties or charges.

(c) Any aircraft used by the airline or airlines designated by either Contracting Party on the air routes which are the subject of the present agreement, and fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board the said aircraft shall, on 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 or consumed by such aircraft on flights over that territory.

(d) Goods so exempted may be unloaded only with the approval of the customs authorities of the other Contracting Party.

They must be re-exported and, pending re-exportation, kept under customs supervision.

#### *Article 4*

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by either Contracting Party shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services described in the annex. Each Contracting Party reserves the right, however, to refuse to recognize for the purpose of flights above its own territory certificates of competency or licences issued to its own nationals by another State.

#### *Article 5*

(a) The laws and regulations of either Contracting Party concerning the admission to or departure from its territory of aircraft engaged in international air navigation or the operation and navigation of such aircraft while inside its territory shall apply to the aircraft of the airline or airlines of the other Contracting Party.

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

#### *Article 6*

Each Contracting Party reserves the right to withhold an operating permit from an airline designated by the other Contracting Party or to revoke such permit whenever it has no proof that a substantial share in the ownership and the effective control of such airline are vested in nationals of the latter Contracting Party or whenever such an airline fails to comply with the laws and regulations referred to in article 5 or to perform its obligations under this agreement.

#### *Article 7*

The postal services of the two Contracting Parties shall agree as to the use of the air services provided for in the annex for the transport of mail.

*Article 8*

Should either of the Contracting Parties consider it desirable to modify any clause of the annex to this agreement, the competent aeronautical authorities of the two Contracting Parties may make such modification by direct agreement between themselves.

Should the two Contracting Parties ratify or adhere to a multilateral aviation convention, the present agreement or its annex shall be amended so as to conform to the provisions of that convention as soon as it has entered into force as between the two Parties.

*Article 9*

This agreement and all contracts connected therewith shall be registered with the International Civil Aviation Organization.

*Article 10*

The above provisions shall be applicable as from the day of the signature of the present agreement. The agreement shall enter into force as soon as the two Contracting Parties have informed one another by an exchange of letters at The Hague of their intention to consider it as final.

Each Contracting Party may at any time notify the other Contracting Party of its desire to denounce the present agreement. Such denunciation shall take effect twelve months after the date on which the notification is received by the other Contracting Party, unless such notification is annulled by common consent before the end of that period.

DONE at Prague, in duplicate in the French language, on 1 September 1947.

For the Government of the Kingdom of the Netherlands:  
A. MERENS

For the Government of the Czechoslovak Republic:  
Jan MASARYK

## ANNEX

*Article 1*

The airline designated by the Government of the Kingdom of the Netherlands in conformity with article 2 (a) (1) shall be the KLM, the Royal Netherlands Airlines.

The airline designated by the Government of the Czechoslovak Republic in conformity with article 2 (a) (1) shall be the Československé Aerolinie-Csa (Czechoslovak Airlines).

*Article 2*

(A) The Netherlands airline authorized under the present agreement shall have the right to pick up and discharge in international traffic in Czechoslovakia passengers, cargo and mail on the following route or routes:

Amsterdam—Prague—and/or Bratislava, either via intermediate points or directly, and to points beyond, in both directions.

(B) The Czechoslovak airline authorized under the present agreement shall have the right to pick up and discharge in international traffic in the Netherlands passengers, cargo and mail on the following route or routes:

Prague—Amsterdam—and/or Rotterdam, either via intermediate points or directly, and to points beyond, in both directions.

*Article 3*

The technical and commercial conditions for the operation of the air services provided for in this annex shall be the subject of a direct agreement between the airlines mentioned in article 1 of this annex. The agreement shall be submitted for the approval of the competent aeronautical authorities of the two countries.

Should it prove impossible for the two airlines to reach agreement, the two Governments shall take the necessary steps to enable each airline to operate the line independently of the other.

*Article 4*

When an airline is operated jointly by the two airlines mentioned in article 1 of this annex, the two Governments shall exercise their right to reserve for their own national airlines the traffic between any two points in their territories only after notification given at least six months in advance.

*Article 5*

Each airline shall submit to the competent authority of the other country at least four weeks before their entry into force its time-tables, tariffs and transport regulations, and, subject to the same time-limit, shall indicate the type of equipment it intends to employ.

*Article 6*

The Netherlands and Czechoslovak airlines shall agree upon the passenger and cargo tariffs to be applied on the joint sections of their lines in accordance with the recommendations of the IATA. Such agreements shall be submitted for the approval of the respective Governments.

*Article 7*

When a flight is interrupted as the result of an accident, a forced landing or for other reasons, all possible facilities shall be granted the airline to enable it to arrange for passengers, cargo and mail to be sent on to their destination with as little delay as possible.

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