

No. 527

**BELGIUM
and
PORTUGAL**

**Agreement on air transport (with annexes). Signed at
Lisbon, on 22 October 1946**

French and Portuguese official texts communicated by the Permanent Representative of Belgium to the United Nations. The registration took place on 25 August 1949.

**BELGIQUE
et
PORTUGAL**

**Accord sur les transports aériens (avec annexes). Signé à
Lisbonne, le 22 octobre 1946**

Textes officiels français et portugais communiqués par le représentant permanent de la Belgique auprès de l'Organisation des Nations Unies. L'enregistrement a eu lieu le 25 août 1949.

TRANSLATION—TRADUCTION

No. 527. AGREEMENT¹ BETWEEN PORTUGAL AND BELGIUM ON AIR TRANSPORT. SIGNED AT LISBON, ON 22 OCTOBER 1946

The Portuguese Government and the Belgian Government, considering:

that the possibilities of commercial aviation as a means of transport have greatly increased,

that it is desirable to organize the international air services in a safe and orderly manner and to further as much as possible the development of international co-operation in this field, and

that it is necessary to conclude an agreement designed to establish regular air communications between and across Portuguese and Belgian territories,

have appointed their representatives who, duly authorized, have agreed upon the following:

Article I

The Contracting Parties grant to each other the rights specified in the annex hereto for the establishment of the international services set forth in that annex. These services may be inaugurated immediately or at a later date at the option of the Contracting Parties to whom the rights are granted.

Article II

(a) The operation of any of the air services referred to in the annex may be inaugurated as soon as the Contracting Party to whom the rights specified in the said annex have been granted has designated the airline or airlines to which the respective routes have been allotted.

(b) Before being authorized to inaugurate the services provided for in this agreement, the airline or airlines so designated by either of the Contracting Parties may be required to supply the competent aeronautical authorities of the other Contracting Party in conformity with the laws and regulations in force in the territory of the latter, with evidence of their qualifications and of their commercial operations.

¹ Came into force as from the date of signature, on 22 October 1946, in accordance with the provisions of article XI (a).

Article III

(a) Each of the 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 the charges paid for the use of the same airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts brought in an aircraft into the territory of one Contracting Party by, or on behalf of, any designated airline of the other Contracting Party and intended solely for use by the aircraft of such airline, shall be accorded national treatment or most-favoured-nation treatment as regards customs duties, inspection fees and other national duties or charges.

(c) Aircraft operated by the airline or airlines designated by one Contracting Party in respect of the air routes which form the subject of the present agreement, and fuel, lubricating oils, spare parts, regular equipment and aircraft stores taken on board the said aircraft shall, on arriving in and until leaving the territory of the other Contracting Party, be exempt from customs duties, inspection fees and similar duties or charges, even though the said supplies be used or transported by such aircraft on flights over that territory.

Article IV

Certificates of airworthiness, diplomas or certificates of competency and licences issued or rendered valid by one Contracting Party shall be recognized 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 over its own territory, diplomas and certificates of competency or licences issued to its own nationals by another State.

Article V

(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 their agents, 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, crew or cargo, and with the laws and regulations relating to entrance, exit, immigration, passports, customs and quarantine formalities.

Article VI

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, if issued, whenever it has no proof that a substantial share in the ownership and the effective control of such airline are vested in nationals of either Contracting Party, or whenever such airline fails to comply with the laws and regulations referred to in the preceding article, or to perform its obligations under this agreement.

Article VII

For the purpose of the present agreement and its annex, the term "territory" shall be deemed to be the land and territorial waters adjacent thereto under the sovereignty, suzerainty, protection, mandate or trusteeship of either of the Contracting Parties.

Article VIII

(a) The Contracting Parties agree to refer to arbitration any dispute relating to the interpretation or application of this agreement and its annex which cannot be settled by direct negotiation.

(b) Such disputes shall be referred to the Council of the International Civil Aviation Organization set up by the International Convention on Civil Aviation signed at Chicago on 7 December 1944¹ or, if the said convention has not yet come into force in respect of either of the Contracting Parties, to the Interim Council set up by the Interim Agreement on International Civil Aviation signed at Chicago on the same date.

(c) Nevertheless, the Contracting Parties may by common agreement settle the dispute by referring it either to an arbitral tribunal or to some other authority or body appointed by them.

(d) The Contracting Parties undertake to comply with the decision given.

Article IX

This agreement shall take the place of all other previous agreements between Portugal and Belgium concerning air transport.

Article X

This agreement and all contracts connected therewith shall be registered with the Provisional International Civil Aviation Organization set up by the

¹ United Nations, *Treaty Series*, Volume 15, page 295; Volume 26, page 420; Volume 32, page 402, and Volume 33, page 352.

Interim Agreement on International Civil Aviation signed at Chicago on 7 December 1944.

Article XI

(a) This agreement shall come into force on the date of its signature.

(b) The competent aeronautical authorities of the two Contracting Parties shall, in a spirit of close collaboration, consult from time to time with a view to ensuring that the principles defined in the agreement and its annex are being observed and properly implemented.

(c) Should the two Contracting Parties ratify or adhere to a multilateral air convention, the present agreement or its annex shall be amended so as to conform to the provisions of the said convention as soon as it comes into force as between the two Contracting Parties.

(d) Should either of the Contracting Parties consider it desirable to modify the terms of the annex to this agreement, it shall give notice to the other Party and the aeronautical authorities of the two Parties shall begin negotiations within sixty days from the date proposed. Any modification in the annex agreed to by the said authorities shall come into effect when it has been confirmed by an exchange of diplomatic notes.

(e) Either Contracting Party may at any time give notice to the other of its desire to terminate this agreement. Such notice shall be simultaneously communicated to the Provisional International Civil Aviation Organization, or its successor. If such notice is given, this agreement shall terminate twelve months after its receipt 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 of the notice by the Contracting Party to which it is addressed, notice shall be deemed to have been received fourteen days after its receipt by the Provisional International Civil Aviation Organization or its successor.

DONE at Lisbon, in duplicate, in the French and Portuguese languages, each of which shall be equally authentic, this 22nd day of October 1946.

For the Portuguese Government:

Dr. Antonio DE OLIVEIRA SALAZAR

For the Belgian Government:

Baron Joseph VAN DER ELST

ANNEX

I

The Portuguese Government grants to the Belgian Government the right to conduct air transport services, through the agency of one or more Belgian airlines designated by the latter Government, on the routes (specified in schedule I annexed hereto) which cross or serve Portuguese territories.

II

The Belgian Government grants the Portuguese Government the right to conduct air transport services, through the agency of one or more Portuguese airlines designated by the latter Government, on the routes (specified in schedule II annexed hereto) which cross or serve Belgian territory.

III

(a) One or more airlines designated by each of the Contracting Parties under the conditions provided in this agreement will enjoy, in the territory of the other Contracting Party, rights of transit and of stops for non-traffic purposes on the routes and at the points enumerated in section (A) of schedule I and schedule II.

(b) In order to ensure closer co-operation between the Contracting Parties, to meet the needs of the public for air transport and to operate in an economic and orderly manner the services provided for, the airline or airlines designated by each of the Contracting Parties may, on the routes and at the points enumerated in Sections (B) and (C) of schedule I and schedule II, enjoy, in addition to the rights granted under paragraph (a) of this section, the right to pick up and set down international traffic in passengers, mail and cargo at all airports open for international traffic, on the following conditions:

The competent aeronautical authorities of each of the Contracting Parties shall consult from time to time, or at the request of either Party, with a view to determining the respective proportions in which these services may operate the international traffic. These proportions shall be calculated and adjusted on the basis of the traffic requirements at the points under consideration, account being taken of the air services operated by each of the Contracting Parties on the route in question or on parallel routes.

The total capacity made available to the services in question shall be determined by the aeronautical authorities of each country at the time of the said consultation and in the manner laid down in section IV hereunder.

IV

The Contracting Parties agree that:

(a) The transport capacity offered by the airlines of the two countries shall be adapted to traffic requirements.

(b) The airlines of the two countries shall take their mutual interests into consideration, on routes common to both, so as not to affect their respective services unduly.

(c) The services provided for in the schedules annexed hereto shall have as their chief purpose the provision of capacity corresponding to the traffic requirements between the country to which the airline belongs and the country for which the traffic is destined.

(d) The right to pick up and set down at the points and on the routes specified international traffic destined for or coming from third countries shall be applied in accordance with the general principles of air transport development to which both Governments subscribe, and in such a way that capacity shall be related:

(1) to traffic requirements between the country of origin and the countries of destination;

(2) to the requirements of the economic operation of the services in question;

(3) to the traffic requirements of the areas through which the airline passes, after taking account of local and regional services.

V

With respect to the application of article IV above, the Belgian Government recognizes the special nature of the air services between Portugal and Brazil, which shall be deemed to be of the same kind as the services referred to in paragraph (d) 3 of that article, *in fine*.

VI

The Belgian Government undertakes that all aircraft on the routes specified in schedule I of the annex to the present agreement which fly over the continental territory of Portugal shall stop at Lisbon, except where this principle is waived in special cases by prior agreement with the Portuguese Government.

VII

Rates shall be fixed at reasonable levels, regard being had in particular to economical operation, reasonable profit and the characteristics of each service, such as conditions of speed and accommodation.

The recommendations of the International Air Transport Association shall be taken into account in the establishment of these rates.

In the absence of recommendations from the said association, the Portuguese and Belgian airlines shall agree on the passenger and goods rates to be applied on the joint sections of their routes, after consultation where necessary with the airlines of third countries operating all or part of the same routes.

These agreements shall be submitted to the competent aeronautical authorities of the two countries for approval.

Should the airlines fail to agree on the rates to be established, the competent aeronautical authorities of the two countries shall endeavour to reach a satisfactory solution.

In the last resort the matter shall be referred to the arbitration provided for in article VIII of the agreement.

Baron Joseph VAN DER ELST

Dr. Antonio DE OLIVEIRA SALAZAR

ADDENDUM RELATING TO THE SPECIAL ROUTES OF INTEREST TO THE TWO COUNTRIES

(a) The competent aeronautical authorities of the two countries shall agree on the transport capacity to be used, at the outset, on the special routes set out in schedule I, paragraph C, and in schedule II, paragraph C.

Such capacity shall be adjusted from time to time according to traffic requirements, by direct agreement between the airlines concerned.

These airlines may also make temporary adjustments to the capacity in question in order to meet unforeseen or exceptionally heavy traffic requirements. They shall immediately communicate such adjustments to the competent aeronautical authorities of their respective countries, who may consult each other if they deem it advisable.

(b) Capacity shall be divided equally between the Portuguese and Belgian airlines operating the same routes.

(c) Where the competent aeronautical authorities of either country do not wish to operate, on one or more routes, all or part of the transport capacity granted to them, they shall arrange with the aeronautical authorities of the other country for the transfer to such authorities for a definite period, of all or part of the transport capacity to which they are entitled within the limit of the total capacity provided for.

Authorities which have transferred their rights in whole or in part may recover them at any time.

(d) The airlines designated by the two countries which operate services on the same routes referred to in paragraph (a) shall agree on the conditions in which the said services shall be operated.

This agreement, account being taken of the capacities to be used by each of the operating airlines, shall determine flight frequencies, time-tables, rates, and in general, the conditions in which these services shall be operated by the designated airlines.

(e) Agreements concluded between the airlines and any amendments made thereto shall be submitted to the competent aeronautical authorities of the two countries for approval.

(f) In the event of third countries operating services on the routes which form the subject of the present addendum, the Portuguese and Belgian airlines concerned may, with the approval of their respective aeronautical authorities, come to an understanding with the airline or airlines of the third countries with a view to determining the methods of operation in collaboration on the basis of the same principles.

(Signed) Dr. Antonio DE OLIVEIRA SALAZAR

(Signed) Baron Joseph VAN DER ELST

SCHEDULE I

ROUTES WHICH MAY BE OPERATED BY BELGIAN AIRLINES

(A) *Transit routes* (see annex, section III, paragraph (a)) :

1. Brussels-possibly Lisbon-Azores-North America, in both directions.
2. Brussels-possibly Lisbon-Azores-Bermuda-Central America, in both directions.
3. Brussels-possibly Lisbon-Azores-Brazil, in both directions.

(B) *Transit routes with optional traffic stops* (see annex, section III, paragraph (b)) :

Stockholm-Amsterdam via intermediary points-Brussels-Paris-Madrid-Lisbon, in either direction, it being understood that traffic between Brussels and Paris and traffic between Brussels and points north or Brussels shall be reserved for Belgian airlines, while traffic between Madrid and Lisbon shall be reserved for Portuguese airlines.

(C) *Special routes* (see addenda to the annex) :

1. Brussels-Lisbon, in both directions.
2. Stanleyville-Leopoldville-Loanda-Lobito, in both directions.
3. Elizabethville-Salisbury-Beira, in either direction.

(Signed) Baron Joseph VAN DER ELST

(Signed) Dr. Antonio DE OLIVEIRA SALAZAR

SCHEDULE II

ROUTES WHICH MAY BE OPERATED BY PORTUGUESE AIRLINES

(A) *Transit lines* (see annex, section III, paragraph (a)) :

1. Angola-Pointe Noire, in both directions.
2. Angola-Brazzaville, in both directions.

(B) *Transit lines with optional traffic stops* (see annex, section III, paragraph (b)) :

1. Lisbon-Madrid-Paris-Brussels-Amsterdam and Stockholm, via intermediary points, in both directions, it being understood that traffic between Lisbon and Madrid shall be reserved for Portuguese airlines, while traffic between Paris and Brussels and traffic between points north of Brussels and Brussels shall be reserved for Belgian airlines.

2. Lisbon - Dakar - Bamako - Niamey - Zinder - Fort Lamy - Bangui - Leopoldville - Loanda - Vila Luso - Lusaka (or Livingstone) - Lourenço Marques, in both directions,

or

Lisbon - Colomb Bechar - Aouleff - Gao - Niamey - Zinder - Fort Lamy - Bangui - Leopoldville - Loanda - Vila Luso - Lusaka (or Livingstone) - Lourenço Marques, in both directions.

(C) *Special routes* (see addenda to the annex):

1. Lisbon-Brussels, in both directions.
2. Lobito-Loanda-Leopoldville-Stanleyville, in both directions.
3. Beira-Salisbury-Elizabethville, in both directions.

(Signed) Baron Joseph VAN DER ELST

(Signed) Antonio DE OLIVEIRA SALAZAR