

No. 777

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**NETHERLANDS  
and  
FINLAND**

**Air Transport Agreement (with annex). Signed at Helsinki,  
on 25 February 1949**

*Official text: English.*

*Registered by the International Civil Aviation Organization on 1 May 1950.*

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**PAYS-BAS  
et  
FINLANDE**

**Accord relatif aux transports aériens (avec annexe). Signé à  
Helsinki, le 25 février 1949**

*Texte officiel anglais.*

*Enregistré par l'Organisation de l'aviation civile internationale le 1<sup>er</sup> mai 1950.*

No. 777. AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE NETHERLANDS AND THE GOVERNMENT OF FINLAND. SIGNED AT HELSINKI, ON 25 FEBRUARY 1949

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The Governments of Finland and the Netherlands desiring to promote civil air transportation between Finland and the Netherlands and having in mind the resolution signed under date of December 7th 1944 at the International Civil Aviation Conference in Chicago<sup>2</sup> for the adoption of a standard form of agreement for provisional air routes and services, hereby conclude the following agreement, covering the scheduled air transport services between their respective territories, which shall be governed by the following provisions:

*Article 1*

Each contracting party grants to the other contracting party rights to the extent described in the Annex to this Agreement for the purpose of establishing of air services described therein.

*Article 2*

Each of the air services so described shall be placed in operation as soon as the contracting party to whom the rights have been granted by Article 1 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the contracting party granting the rights shall, subject to Article 7 hereof, be bound to give the appropriate operating permission without delay to the airline or airlines concerned; provided that the airlines so designated may be required to qualify before the competent aeronautical authorities of the contracting party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this agreement.

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<sup>1</sup> Came into force on 27 March 1949, the thirtieth day after the date of signature, in accordance with article 12.

<sup>2</sup> International Civil Aviation Conference, Chicago, Illinois, 1 November to 7 December 1944. *Final Act and Related Documents*. United States of America, Department of State publication 2282, Conference Series 64.

*Article 3*

Operating rights which may have been granted previously by either of the contracting parties to any other State or to an airline of such State shall continue in force according to their terms.

*Article 4*

In order to prevent discriminatory practices and to assure equality of treatment, both contracting parties agree that:

(a) Each of the contracting parties may impose or permit to be imposed just and reasonable charges for the use of public airports, and other facilities. Each 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, lubricating oils and spare parts introduced into or taken on board aircraft in the territory of one contracting party by the other contracting party or its nationals, and intended solely for use by aircraft of the airlines of such contracting party shall, with respect to the imposition of customs duties, inspection fees or other national duties or charges by the contracting party whose territory is entered, be accorded the same treatment as that applying to national airlines and to airlines of the most favored nation.

(c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one contracting party authorized to operate the routes and services described 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 or consumed by such aircraft on flights in that territory.

(d) Goods so exempted, may only be unloaded with the approval of the customs authorities of the other contracting party. These goods which are to be re-exported shall be kept until re-exportation under customs-supervision.

*Article 5*

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 described 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 6*

(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 used by the designated airline or airlines 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 the first party.

(b) The laws and regulations of one contracting party as to the admission to 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 complied with by or on behalf of the passengers, crew and cargo or aircraft used by the designated airline or airlines of the other contracting party upon entrance into, departure from or while within the territory of the first party.

#### *Article 7*

Each contracting party reserves the right to withhold or revoke the exercise of the rights specified in the Annex to this Agreement by an airline designated by the other contracting party in any case where it is not satisfied that substantial ownership and effective control are vested in nationals of the other contracting party, or in case of failure of an airline designated by the other contracting party to comply with the laws and regulations of the contracting party over which it operates, as described in Article 6 hereof, or to perform its obligations under this Agreement and its Annex.

#### *Article 8*

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

#### *Article 9*

In the event either of the contracting parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may

request consultation between the competent authorities of both contracting parties, such consultation to begin within a period of sixty days from the date of request. When these authorities mutually agree on new or revised routes or conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

#### *Article 10*

Any dispute between the contracting parties relating to the interpretation or application of this Agreement or of the Annex, which cannot be settled through direct consultation 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.

#### *Article 11*

Either contracting party may at any time notify the other of its intention 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 acknowledgement 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, including the provisions of the Annex thereto, will come into force on the 30th day after the date of signature. In witness whereof the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

DONE in duplicate in the English language at Helsinki this 25th day of February 1949.

For the Government of Finland  
(Signed) Carl ENCKELL

For the Government of the Netherlands  
(Signed) A. J. Th. VAN DER VLUGT

## ANNEX

*Section I*

The Government of the Netherlands grants to the Government of Finland the right to conduct air transport services by one or more airlines of Finnish nationality designated by the latter country of the routes, specified in paragraph one of the Schedule attached, which transit or serve commercially the territory of the Netherlands.

*Section II*

The Government of Finland grants to the Government of the Netherlands the right to conduct air transport services by one or more airlines of the Netherlands nationality designated by the latter country on the routes, specified in paragraph two of the Schedule attached, which transit or serve commercially the territory of Finland.

*Section III*

The designated airline or airlines will be accorded in the territory of the other contracting party rights of transit and of stops for nontraffic purposes, as well as the right of commercial entry and departure for international traffic in passengers, cargo and mail at the points enumerated on the routes specified in the Schedule attached.

*Section IV*

The air transport facilities available hereunder to the travelling public shall bear a close relationship to the requirements of the public for such transport.

*Section V*

There shall be a fair and equal opportunity for the airlines of the contracting parties to operate on any route between their respective territories covered by this Agreement and Annex.

*Section VI*

In the operation by the airlines of either contracting party of the trunk services described in the present Annex, 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 provides on all or part of the same routes.

*Section VII*

It is the understanding of both contracting parties that services provided by a designated airline under the present Agreement and Annex shall retain as their

primary objective the provision of capacity adequate to the traffic demand between the country of which such airline is a national and the country of ultimate destination of the traffic. The right to embark or to disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified in the present Annex 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:

- (a) to traffic requirements between the country of origin and the countries of destination;
- (b) to the requirements of through airline operation; and
- (c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

#### *Section VIII*

Rates to be charged on routes or on parts of a route by the designated airlines shall be agreed upon in the first instance between themselves in consultation with other airlines operating on the respective routes or any sections thereof. Any rates so agreed shall be subject to the approval of the aeronautical authorities of the respective contracting parties. In the event of disagreement between the airlines, the aeronautical authorities themselves shall endeavour to reach agreement.

#### SCHEDULE

1. Route operated by Finnish airlines:

Finland—Amsterdam via intermediate points or directly, and beyond, in both directions.

2. Route operated by the Netherlands airlines:

The Netherlands—Helsinki, via intermediate points or directly, and beyond, in both directions.

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