

No. 782

**CANADA
and
BELGIUM**

**Agreement for air services (with annex). Signed at Ottawa,
on 30 August 1949**

Official texts: English and French.

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

**CANADA
et
BELGIQUE**

**Accord relatif aux transports aériens (avec annexe). Signé à
Ottawa, le 30 août 1949**

Textes officiels anglais et français.

Enregistré par l'Organisation de l'aviation civile internationale le 1^{er} mai 1950.

No. 782. AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF BELGIUM FOR AIR SERVICES. SIGNED AT OTTAWA, ON 30 AUGUST 1949

PREAMBLE

The Government of Canada and the Government of Belgium (hereinafter called the Contracting Parties), having ratified the Convention on International Civil Aviation signed at Chicago on December 7, 1944², and desiring to conclude an agreement for the purpose of further promoting international commercial air services, have accordingly appointed authorized representatives who agree as follows:

Article 1

For the purpose of the present Agreement, and its Annex, except where the text provides otherwise:

(1) The term "aeronautical authorities" shall mean in the case of Belgium, Ministère des Communications, Administration de l'Aéronautique, 53, Boulevard du Régent, Brussels, and in the case of Canada, the Minister of Transport and the Air Transport Board or any person or agency authorized to perform the functions exercised at present by the said Minister and said Board.

(2) The term "territory" shall have the meaning given to it by Article 2 of the Convention on International Civil Aviation, signed at Chicago on December 7, 1944.

(3) The definitions contained in Article 96 of the Convention on International Civil Aviation signed at Chicago on December 7, 1944, shall be applied to the present Agreement.

Article 2

Each Contracting Party grants to the other the rights specified in this Agreement and the Annex thereto for the purpose of establishing the air

¹ Came into force on 30 August 1949, as from the date of signature, in accordance with article 12.

² United Nations, *Treaty Series*, Volume 15, page 295; Volume 26, page 420; Volume 32, page 402; Volume 33, page 352; Volume 44, page 346 and Volume 51, page 336.

services therein described (hereinafter called the agreed services). Subject to Article 5, such services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted.

Article 3

(1) There shall be a fair and equal opportunity for the airlines of the Contracting Parties to operate between their respective territories the international air services described in this Agreement and its Annex.

(2) Either Contracting Party may permit the designated airline of the other Contracting Party reasonable discretion as regards the amount of capacity to be offered on the initiation of an agreed international air service and for a reasonable period thereafter.

(3) Neither Contracting Party will permit its designated airline to transfer traffic to another aircraft of that airline of a different capacity at the last intermediate point before arrival at the designated terminal in the territory of the other Contracting Party.

Article 4

(1) The tolls to be charged on the agreed services shall be fixed at reasonable levels, due regard being paid to all relevant factors such as cost of operation, competition, the characteristics of each service, and reasonable profit.

(2) Tolls to be charged on the agreed services by the designated airlines shall be agreed in the first instance between them, having due regard to the rates fixed by any tariff conference of airlines operating in the area. Any tariff so agreed will be subject to the approval of the aeronautical authorities of both the Contracting Parties.

(3) Tariffs applicable to an agreed service shall be filed by the designated airlines at least thirty (30) days before the proposed effective date with the aeronautical authorities of both Contracting Parties in accordance with the respective regulations of those authorities provided that this period of thirty (30) days may be reduced in particular cases if so agreed by the aeronautical authorities of both Contracting Parties.

(4) If the aeronautical authorities of one of the Contracting Parties, on receipt of the filing referred to in sub-section (3) above is dissatisfied with a toll proposed by the airline of the other Contracting Party, it shall so notify the other Contracting Party prior to the expiry of the first fifteen of the thirty days referred to, and the aeronautical authorities of the Contracting Parties shall endeavour to reach agreement on an appropriate toll. In the event that such agreement is reached, each Contracting Party will exercise its statutory authority to put such toll into effect as regards its airline.

(5) In the event of disagreement between the designated airlines, the aeronautical authorities of the Contracting Parties shall endeavour to reach an agreement. Should the aeronautical authorities, or, subsequently, the Contracting Parties themselves, fail to agree, the matter in dispute will be referred for settlement as provided for in Article 9 of this Agreement.

(6) If agreement has not been reached at the end of the thirty-day period referred to in sub-section (3) above, the disputed toll shall not become effective until the dispute shall have been settled.

Article 5

(1) Subject to the provisions of sub-sections (2), (3), (4) of this Article, each of the agreed services may be put into operation as soon as the Contracting Party to whom the rights have been granted has designated an airline for the operation of the agreed services. The Contracting Party granting the rights shall, subject to sub-sections (2), (3), (4) of this Article, be bound to grant with a minimum of procedural delay the appropriate operating permission to the airline concerned.

(2) Each designated airline may be required to satisfy the competent aeronautical authorities of the Contracting Party granting the rights that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied by those authorities to the operations of international commercial air services, and that it is equipped and able to conduct its operation in a manner which will ensure a standard of safety equal to or higher than that contemplated by the International Civil Aviation Convention and Annexes thereto.

(3) Notwithstanding the other provisions of this Agreement, if either Contracting Party is not satisfied that substantial ownership and effective control of a designated airline are vested in nationals of the other Contracting

Party, such Contracting Party may withhold or revoke permission conferred under this Agreement for such airline to operate the agreed services.

(4) Each Contracting Party reserves the right to withhold or revoke permission conferred under this Agreement for the operation of the agreed services by any designated airline of the other Contracting Party in case of failure by such airline to comply with the laws and regulations of the first Contracting Party or otherwise to fulfil the conditions under which the rights are granted in accordance with this Agreement.

(5) Certificates of competency and licences for personnel to be employed on the agreed services issued or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party.

(6) Each Contracting Party reserves the right to withdraw the designation of an airline and substitute the designation of another.

Article 6

Each Contracting Party shall grant to the designated airline of the other Contracting Party treatment not less favourable than it grants to its own international airlines in the application of its customs, immigration, quarantine, and similar regulations.

Article 7

If either of the Contracting Parties considers it desirable to modify any provision of this Agreement or its Annex, it shall notify the other Contracting Party of the desired modification and such modification may be made by direct agreement between the aeronautical authorities of both Contracting Parties to be confirmed by exchange of notes between the Contracting Parties.

Article 8

In the event of the conclusion of any general multilateral convention concerning air transport to which both Contracting Parties adhere, this Agreement shall be reviewed in consideration of the provisions of such Convention.

Article 9

Any dispute arising between the Contracting Parties as to the interpretation or application of this Agreement or of its Annex which cannot be

settled through direct negotiations may be referred to the Council of the International Civil Aviation Organization, in accordance with the procedure described in Article 84 of the Convention on International Civil Aviation, signed at Chicago on December 7, 1944. However, the Contracting Parties may, by common consent, settle the dispute by referring it to the International Court of Justice. The Contracting Parties agree to abide by the decision given.

Article 10

Either Contracting Party may at any time give notice to the other if it desires to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, the Agreement will terminate twelve (12) 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 (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article 11

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

Article 12

This Agreement shall come into force on the date of signature.

IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed this Agreement in duplicate in English and in French, both texts being equally authentic, at Ottawa, this 30th day of August, 1949.

For the Government of Canada
(Signed) Lionel CHEVRIER

For the Government of Belgium
(Signed) VICOMTE DU PARC

ANNEX

1. The designated airline of the Government of Canada is granted the privileges to fly across the territory of Belgium without landing, to land in Belgium for non-traffic purposes, and to put down and take on passengers, mail and cargo for and from Canada, at an airport in the territory of Belgium in Europe.

2. The route to be operated for the time being by the designated airline of the Government of Canada shall be from a point in Canada directly or via intermediate points to a point in Belgium and beyond.

3. The designated airline of the Government of Belgium is granted the privileges to fly across the territory of Canada without landing, to land in Canada for non-traffic purposes, and to put down and take on passengers, mail and cargo for and from Belgium at an airport in the territory of Canada.

4. The route to be operated for the time being by the designated airline of the Government of Belgium shall be from a point in Belgium directly or via intermediate points to Gander, Canada, and beyond.

5. Intermediate points referred to in Paragraphs 2 and 4 of this Annex shall mean points in Iceland, Ireland, the British Isles, Bermuda and the Azores at the discretion of the designated airlines.