

No. 1316

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**ARGENTINA**  
**and**  
**NETHERLANDS**

**Agreement (with annex) respecting regular air services.**  
**Signed at Buenos Aires, on 29 October 1948**

*Official texts: Spanish, Dutch and French.*

*Registered by the International Civil Aviation Organization on 18 July 1951.*

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**ARGENTINE**  
**et**  
**PAYS-BAS**

**Accord (avec annexe) relatif aux transports aériens réguliers. Signé à Buenos-Aires, le 29 octobre 1948**

*Textes officiels espagnol, néerlandais et français.*

*Enregistré par l'Organisation de l'aviation civile internationale le 18 juillet 1951.*

## TRANSLATION — TRADUCTION

No. 1316. AGREEMENT<sup>1</sup> RESPECTING REGULAR AIR SERVICES BETWEEN THE NETHERLANDS AND THE REPUBLIC OF ARGENTINA. SIGNED AT BUENOS AIRES, ON 29 OCTOBER 1948

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The Government of the Netherlands and the Government of the Republic of Argentina, considering :

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

— that this means of transport, because of its essential characteristics, permitting rapid connexions, contributes to bringing nations together;

— that it is desirable to organize the regular 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, without prejudice to national and regional interests;

— that it is necessary to conclude an Agreement for the purpose of ensuring air communications between the two countries,

have appointed for this purpose duly authorized representatives who have agreed as follows :

*Article I*

The Contracting Parties grant each other the rights specified in the annex hereto, in order that there may be established the regular international air services which are described therein and which are hereinafter referred to as « agreed services ».

*Article II*

1. Each of the agreed services may be inaugurated immediately or at a later date, at the option of the Contracting Party to which the rights are granted, provided that :

(a) the Contracting Party to which the rights are granted has designated one or more airlines for the specified route or routes;

(b) the Contracting Party granting the rights has authorized the airline or airlines concerned to inaugurate the agreed services, which subject to the

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<sup>1</sup> Applied provisionally as from 29 October 1948 and came into force on 14 October 1950, by an exchange of notes, in accordance with article XX.

dispositions of paragraph 2 of this article and of article VII, it shall do without delay;

(c) in connexion with the routes No. Two (2) in schedules A and B of the annex, the two Contracting Parties shall reciprocally grant to each other the commercial rights relating to international traffic beyond their respective territories if both the airlines designated by them are in a position to carry the traffic corresponding to each. However, if only the airline designated by one of the Contracting Parties is in a position to serve routes No. Two (2) of the said schedules, it shall be authorized to do so on condition that it does not carry international traffic between the territory of the other Contracting Party and the points beyond which are mentioned in the said schedules.

2. The designated airlines may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that they are qualified to fulfil the conditions prescribed under the laws and regulations normally applied by those authorities to the operations of commercial airlines.

### *Article III*

In order to prevent discriminatory practices and to respect the principle of equality of treatment :

1. The charges and other fiscal duties which either of the Contracting Parties may impose or permit to be imposed on the designated airline or airlines of the other Contracting Party for the use of airports and other facilities shall not be higher than would be paid for the use of such airports and facilities by its national airlines engaged in similar international services.

2. Fuel, lubricating oils and spare parts, normal equipment and, in general, material intended solely for use by the aircraft of the designated airlines of one of the Contracting Parties and introduced into the territory of the other Contracting Party by or on behalf of such an airline or taken on board aircraft belonging to the airline for use there, shall enjoy, with respect to Customs duties, inspection fees and other duties or charges imposed by the first Contracting Party, treatment not less favourable than that granted to national aircraft or to aircraft of the most favoured nation operating similar services.

3. Aircraft of one Contracting Party operated on the agreed services, and fuel, lubricating oils, spare parts, normal equipment, supplies in general and aircraft stores retained on board such aircraft, shall be exempt in the territory of the other Contracting Party from Customs duties, inspection fees and similar

duties or charges, even though such supplies be used or consumed by such aircraft on flights within that territory.

4. The supplies enumerated in paragraph 3 of this article which enjoy the exemption defined above may not be unloaded save with the approval of the Customs authorities of the other Contracting Party. If such supplies are to be re-exported, they shall be subject to the Customs control of the other Contracting Party until their re-exportation, while at the same time remaining at the disposal of the airlines.

#### *Article IV*

Certificates of airworthiness, certificates of competency and licences issued or validated by one Contracting Party shall, for the duration of their validity, be recognized as valid by the other Contracting Party for the purpose of operating the agreed services. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party or by a third State.

#### *Article V*

1. The laws and regulations of each Contracting Party relating to the stay within, admission to or departure from its own territory of aircraft engaged in international air navigation, or to the operation, movement and navigation of such aircraft while within its territory, shall apply to the aircraft of the designated airline or airlines of the other Contracting Party.

2. The laws and regulations of each Contracting Party relating to the admission to, stay within or departure from its territory of passengers, crews or cargo of aircraft, such as regulations relating to police formalities, entry, immigration, passports, clearance, Customs and quarantine, shall apply to the passengers, crews and cargo carried by the aircraft operating the agreed services.

#### *Article VI*

1. The airport authorities and the Customs, immigration, police and health authorities of both Contracting Parties shall apply the provisions laid down in articles III and V above as simply and speedily as possible with a view to avoiding any delay in the movement of aircraft operating the agreed services.

These authorities shall pay due regard to this consideration in preparing regulations and carrying out procedures.

2. The consular, immigration and police authorities of each Contracting Party shall grant, as simply and speedily as possible, entry visas valid for one year and for an unlimited number of journeys to the members of the air crews of the airline or airlines designated by the other Contracting Party who serve in aircraft operating the agreed lines and who hold the certificates and licences referred to in article IV.

#### *Article VII*

Each Contracting Party reserves the right to withhold the operating permit referred to in article II, paragraph 1 (b), of this Agreement from an airline designated by the other Contracting Party, or to revoke such permit in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in nationals of the other Contracting Party. The same right may be exercised in the case of failure by the designated airline to comply with the laws of the State within the territory of which it is operating or to fulfil its obligations under this Agreement and its annex.

#### *Article VIII*

Each Contracting Party has the right, after notifying the other Contracting Party, to substitute other national airlines for the airlines respectively designated to operate the agreed services. The newly designated airlines shall enjoy the same rights and obligations as those for which they are substituted.

#### *Article IX*

The airlines designated by each Contracting Party shall appoint a legal representative with sufficient powers to assume vis-à-vis the competent authorities of the other Contracting Party the liabilities incurred by such airlines as a result of or in connexion with their business.

#### *Article X*

If either of the Contracting Parties considers it desirable to modify any provision of this Agreement or its annex, it may request consultation between the aeronautical authorities of the two Contracting Parties. Such consultation

shall begin within a period of sixty (60) days from the date of the request. Any modification to the Agreement or the annex agreed upon between the said authorities shall come into effect when it has been confirmed by an exchange of notes through the diplomatic channel.

#### *Article XI*

If one of the Contracting Parties desires to terminate this Agreement, it shall address a request for consultations to the other Contracting Party. If no agreement is reached within sixty days after the date on which the request for consultation is sent, the Contracting Party may give notice of termination. Such notice shall be simultaneously communicated to the International Civil Aviation Organization.

On receipt of such notice, the Agreement shall cease to be operative on the date mentioned in the notice, though it shall not in any case cease to be operative until ten months have elapsed since the date on which the other Contracting Party received it.

In the absence of acknowledgment of receipt of the notice by the other Contracting Party, notice shall be deemed to have been received fourteen days after the receipt of the notice by the I.C.A.O.

#### *Article XII*

Any dispute between the Contracting Parties which relates to the interpretation or application of this Agreement or of its annex and which cannot be settled through direct consultation between the airlines concerned, the aeronautical authorities, or the respective governments, shall be referred to arbitration in accordance with the ordinary practice of international law.

The Contracting Parties undertake to comply with any temporary measures which may be ordered by the arbitral tribunal and with its award, the latter to be in any case deemed final.

#### *Article XIII*

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

#### *Article XIV*

If the two Contracting Parties should ratify or accede to a multilateral air transport convention, then this Agreement and its annex shall be amended so as to conform with the provisions of the said convention as from the date on which it enters into force between them.

*Article XV*

Provided that the rights conferred by this Agreement and its Annex upon the other Contracting Party are not prejudiced, it is stipulated as follows :

1. Any operating rights previously granted or henceforth to be granted by either Contracting Party to a third State or to one of its airlines shall remain in or shall enter into force in accordance with the terms of the grant.

2. Each Contracting Party shall remain free to enter into agreements with neighbouring States which grant its aircraft advantages in excess of those granted by this Agreement and its annex.

*Article XVI*

Breaches of air service by-laws which do not constitute an offence and which are committed in the territory of one of the Contracting Parties by the personnel of designated airlines of the other Party, shall be reported to that Party's competent aeronautical authorities by the Party within whose territory the breach was committed. If the breach is of a serious nature, the said authorities shall be entitled to request the application of disciplinary measures in proportion to the breach. In the case of repeated breaches, steps may be taken to revoke the rights granted to the concessionary airline.

*Article XVII*

For the purposes of this Agreement and its annex :

(a) The term "aeronautical authorities" shall mean, in the case of the Netherlands, the Director-General of Civil Aviation, and, in the case of the Republic of Argentina, the Department of Air and the Department of Transport, or, in both cases, any person or agency authorized to perform the functions at present exercised by them.

(b) The term "territory" shall bear the meaning defined in article 2 of the Convention on International Civil Aviation concluded at Chicago on 7 December 1944.<sup>1</sup>

(c) The term "designated airline" shall mean any airline which has been selected by one of the Contracting Parties to operate the agreed services, and in respect of which notification has been sent to the competent aeronautical authorities of the other Contracting Party in accordance with article II of this Agreement.

(d) The definitions contained in paragraphs (a), (b) and (c) of article 96

<sup>1</sup> United Nations, *Treaty Series*, Vol. 15, p. 295; Vol. 26, p. 420; Vol. 32, p. 402; Vol. 33, p. 352; Vol. 44, p. 346, and Vol. 51, p. 336.

of the aforesaid Convention on International Civil Aviation shall apply to this Agreement.

(e) The term " capacity " shall mean the pay-load, expressed in the number of seats in the case of passengers and in weight in the case of mail and freight, offered, over an agreed service, during a specified period, by all the aircraft used in the operation of said service.

(f) The term " air-route " shall mean the pre-established itinerary to be followed by an aircraft operating a regular service for the public transport of passengers, goods and mail.

(g) The term " transshipment " shall mean that, beyond a certain point on the route, traffic is transported by the same airline by aircraft other than those employed at earlier stages on the same route.

(h) " Argentine-Netherlands traffic " shall be taken to mean traffic originating in Netherlands territory and bound for Argentine territory, and traffic originating in Argentine territory bound for Netherlands territory, whether transported by the national airlines of either country or by other foreign airlines.

#### *Article XVIII*

The aeronautical authorities of the two Contracting Parties shall settle by common agreement, on the basis of reciprocity, any question relating to the execution of this Agreement and its annex, and shall consult each other from time to time in order to ensure that the principles and purposes thereof are being applied and carried into effect satisfactorily.

#### *Article XIX*

The Contracting Parties undertake to use their good offices with the governments of countries situated along the routes specified in the annex to this Agreement, with a view to ensuring its complete and effective implementation.

#### *Article XX*

The provisions of this Agreement shall apply provisionally as from the date of signature. They shall enter into force definitively as soon as the two Contracting Parties have notified each other that the formalities required under their respective constitutions have been complied with.

DONE in duplicate, at Buenos Aires, on 29 October 1948, in the Spanish, Dutch and French languages, all being equally authentic.

F. C. A. VAN PALLANDT  
L. H. SLOTEMAKER

H. SOSA MOLINA  
C. R. CASTRO  
J. F. OJEDA

## ANNEX

## I

The Government of the Republic of Argentina grants the Government of the Netherlands the right to operate air transport services by one or more airlines designated by the latter Government on the routes specified in schedule A attached, though such airline or airlines shall not engage in cabotage in Argentine territory.

## II

The Government of the Netherlands grants the Government of the Republic of Argentina the right to operate air transport services by one or more airlines designated by the latter Government on the route specified in schedule B attached, though such airline or airlines shall not engage in cabotage in Netherlands territory.

## III

The airline or airlines designated by each of the Contracting Parties in accordance with the provisions of the Agreement and the present annex shall enjoy, in the territory of the other Contracting Party and on each of the routes described in the attached schedules, rights of transit and of stops for non-traffic purposes at airports open to international traffic.

## IV

(a) The airline or airlines designated by each of the Contracting Parties shall also enjoy, subject to the conditions stipulated in this section, the right to pick up and set down international traffic in passengers, mail and cargo at the points enumerated in the attached Schedules.

(b) There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services between their respective territories.

If any airlines of either Contracting Party should be temporarily prevented from taking advantage immediately of the opportunity extended to it by this paragraph, both Contracting Parties shall consider the position with a view to facilitating the necessary development. If the airline of that Contracting Party should wish to increase its own contribution to the said service, so as to reach equality of opportunity, then the airline of the other Contracting Party shall withdraw, four months after being notified, any services which it may have increased in view of the said circumstance.

(c) Where the airline or airlines designated by the two Contracting Parties operate on the same route, they shall take into account their reciprocal interests so as not to affect unduly their respective services.

(d) Over each of the routes enumerated in schedules A and B hereto, the services agreed on in this Agreement shall have as their primary objective the provision, at a reasonable rate of utilization, of a capacity related to the normal and reasonably fore-

seeable demands of international air traffic coming from or going to the Contracting Party which designated the airline operating the said services.

Within the limit of the capacity provided under the previous paragraph and as a complement thereto, the airline or airlines designated by one of the Contracting Parties may satisfy traffic demands between the territories of third States situated along the agreed routes and the territory of the other Contracting Party.

(e) Additional capacity may be provided over and above that referred to in paragraph (d) whenever traffic demands in the countries served by the route justify it. Whenever the application of this clause might affect the interests of one of the Contracting Parties, both Contracting Parties shall first consult together to consider this possibility.

(f) For the purposes of the application of paragraphs (d) and (e) above, the development of local and regional services constitutes a fundamental and primary right for the countries having an interest in the route.

(g) The Contracting Parties undertake to consult each other regularly with a view to examining the conditions under which the provisions of this section are applied by designated Argentine and Netherlands airlines and to assure themselves that their local and regional services and through services are not injured.

During these consultations the Contracting Parties shall take into account the traffic statistics, which they undertake to exchange regularly.

If any intermediate country should object that its local or regional traffic is being prejudiced, the two Contracting Parties shall consult immediately with a view to applying the foregoing provisions in a concrete and practical manner to each special case.

## V

(a) The rates shall be fixed at reasonable levels, regard being paid in particular to operating costs, a reasonable profit, the rates proposed by other airlines operating over all or part of the same route as well as the characteristics of each service such as speed and comfort.

(b) The rates to be charged in respect of traffic picked up or set down at one of the stops along the route may not be lower than those charged for the same traffic by the airlines of the Contracting Party which operate local and regional services over that sector of the route.

(c) The rates to be charged on the agreed services between the points in Argentine territory and the points in Netherlands territory enumerated in the attached schedules shall be determined as far as possible by agreement between the Argentine and Netherlands designated airlines.

The airlines shall proceed :

(1) either by applying the resolutions which may have been followed in the rate-fixing procedure of the International Air Transport Association (I.A.T.A.);

(2) or by direct agreement after consultation, if necessary, with airlines in third countries operating all or part of the same routes.

(d) The rates fixed as aforesaid shall be submitted for approval to the aeronautical authorities of each Contracting Party not less than thirty days before the date proposed

for their entry into force, though this period may, with the consent of the said authorities, be reduced in special cases.

(e) If the designated airlines should be unable to agree on a tariff in the manner described in paragraph (c) above, or if one of the Contracting Parties should express disagreement with the tariff submitted to it as required in the foregoing paragraph (d), the aeronautical authorities of the two Contracting Parties shall endeavour to reach a satisfactory solution.

In the last resort the matter shall be referred to arbitration as provided in article XII of the Agreement.

The Contracting Party which has expressed disagreement shall be entitled to require the other Contracting Party to maintain the rates previously in force, until the arbitral award has been rendered or until temporary measures have been ordered pursuant to the provisions of article XII of the Agreement.

## VI

When for reasons of economy in operation, different aircraft are used over different sections of the agreed routes and the transshipment is carried out in the territory of one of the Contracting Parties at a point mentioned in the attached Schedules, the second aircraft shall provide a connecting service with the first and shall normally await its arrival before taking off.

If any capacity is available in the aircraft employed between a point of transshipment and points beyond, such capacity may be allotted in either direction, to international traffic from or to the territory in which transshipment was effected, subject to the provisions of the Agreement and this annex, in particular paragraphs (d), (e), (f) and (g) of section IV of the said annex.

No transshipment may be made in the territory of either Contracting Party if it alters the characteristics of a through service, or if it would be inconsistent with the standards set forth in the Agreement and this annex.

## VII

Changes made by either Contracting Party in the routes described in the attached Schedules, except changes in the points served by these airlines in the territory of the other Contracting Party, shall not be considered as modifications of this annex. The aeronautical authorities of either Contracting Party may therefore proceed unilaterally to make such changes, provided, however, that notice of any change is given without delay to the aeronautical authorities of the other Contracting Party.

If these aeronautical authorities find that, having regard to the principles set forth in section IV of the present annex, the interests of their national airlines are prejudiced by the carriage by the airlines of the first Contracting Party of traffic between the territory of the second Contracting Party and the new point in the territory of a third country,

the authorities of the two Contracting Parties shall consult with a view to arriving at a satisfactory agreement.

### VIII

After the Agreement has come into force, the aeronautical authorities of both Contracting Parties shall exchange information as promptly as possible concerning the authorizations extended to their respective designated airlines to operate the agreed services or fractions thereof. Such exchange of information shall include copies of the authorizations granted, any modifications thereof and all annexed documents.

Not later than fifteen days before the entry into effective operation of their respective services, the aeronautical authorities of the two Contracting Parties shall communicate to each other, for the purposes of their approval, the time-tables, frequencies and types of aircraft to be used. They shall likewise notify each other of any subsequent changes.

### IX

So long as a visa is required for the admission of aliens into the two countries, the crews employed on the agreed services whose names appear on the documents of aircraft of the two countries shall be required to hold valid passports, bearing the visa of the competent authority, and an identity document issued by the airline by which they are employed.

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## SCHEDULE A

### NETHERLANDS AIR ROUTES

- |   |   |
|---|---|
| 1. Amsterdam  | 2. Amsterdam  |
| Geneva or Zurich  | Frankfurt   |
| Lisbon  | Rome  |
| Casablanca (optional)   | Tunis or Casablanca   |
| Dakar or Sal Island (Ilha do Sal)                             | Dakar   |
| Recife  | Recife  |
| Rio de Janeiro or São Paulo<br>(alternatively and optionally) | Rio de Janeiro or São Paulo<br>(alternatively and optionally) |
| Montevideo  | Montevideo  |
| Buenos Aires  | Buenos Aires  |
|   | Santiago de Chile   |

Both routes in both directions.

## SCHEDULE B

## ARGENTINE AIR ROUTES

- |                                |                                |
|--------------------------------|--------------------------------|
| 1. Buenos Aires                | 2. Buenos Aires                |
| São Paulo or Rio de Janeiro    | São Paulo or Rio de Janeiro    |
| (alternatively and optionally) | (alternatively and optionally) |
| Recife or Natal                | Recife or Natal                |
| Dakar                          | Dakar                          |
| Casablanca or Villa Cisneros   | Casablanca or Villa Cisneros   |
| Madrid                         | Madrid                         |
| Rome                           | Paris                          |
| Geneva or Zurich or Frankfurt  | Amsterdam                      |
| Amsterdam                      |                                |
- Both routes in both directions.
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