

No. 1474

**NETHERLANDS
and
LEBANON**

Air Transport Agreement (with annex and exchange of letters). Signed at Beirut, on 20 September 1949

Official text: French.

Registered by the International Civil Aviation Organization on 23 October 1951.

**PAYS-BAS
et
LIBAN**

Accord relatif au transport aérien (avec annexe et échange de lettres). Signé à Beyrouth, le 20 septembre 1949

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 23 octobre 1951.

[TRANSLATION — TRADUCTION]

No. 1474. AIR TRANSPORT AGREEMENT¹ BETWEEN THE NETHERLANDS GOVERNMENT AND THE GOVERNMENT OF THE LEBANESE REPUBLIC. SIGNED AT BEIRUT, ON 20 SEPTEMBER 1949

The Netherlands Government
and

The Government of the Lebanese Republic,

Desiring to encourage civil air transport between the Netherlands and Lebanon, and taking into consideration the resolution² adopted on 7 December 1944 at the Chicago International Civil Aviation Conference agree as follows :

Article I

The Contracting Parties grant each other the rights specified in the annex hereto necessary for establishing the air services set out herein (hereinafter referred to as the "agreed services").

Article II

(1) The agreed services may be inaugurated immediately or at a later date at the discretion of the Contracting Party to whom the rights are granted, but not before :

(a) The Contracting Party to whom the rights have been granted has designated one or more airlines for the specified route or routes, and

(b) The Contracting Party granting the rights has given the appropriate operating permission to the airline or airlines concerned (which it shall do, subject to the provisions of paragraph 2 of this article and of article VI, without undue delay).

(2) The designated airline or airlines may be required by the aeronautical authorities of the Contracting Party granting the rights to satisfy the conditions prescribed by the laws and regulations normally applied by those authorities to the operation of commercial air transport.

¹ Came into force provisionally on 20 September 1949, as from the date of signature, and finally on 3 August 1951 after the formalities required by the national legislation of each of the Contracting Parties had been completed, in accordance with article XI.

² 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.

(3) In zones under or affected by military occupation, such inauguration shall be subject, where necessary, to the consent of the competent military authorities.

Article III

In order to prevent all discriminatory practices and to assure equality of treatment, it is agreed that :

(a) Each of the Contracting Parties may impose or permit to be imposed just and reasonable charges for the use of 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) Where fuel, lubricating oils or spare parts introduced into or taken on board aircraft in the territory of one Contracting Party by the other Contracting Party or its nationals are intended solely for use by aircraft of the latter Contracting Party the Contracting Party whose territory is entered shall, with respect to the imposition of customs duties, inspection fees or other national duties or charges, apply the treatment accorded to its nationals or to other foreign airlines.

(c) Aircraft operated on the agreed services and supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of either Contracting Party authorized to operate the routes and services specified 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 by such aircraft on flights in that territory.

(d) Goods so exempted may not be unloaded except with the approval of the customs authorities of the other Contracting Party. These goods shall be kept under customs supervision until re-exportation.

Article IV

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 specified 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 V

(a) The laws and regulations of one Contracting Party relating to the entry into 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 apply to the aircraft of the Contracting Parties without distinction as to nationality, and shall be complied with by such aircraft upon entering or leaving or while within the territory of that Party.

(b) Passengers, crews and cargo of the airline or airlines of one Contracting Party shall, while within the territory of the other Party, either personally or through an agent comply with the laws and regulations of the latter Party relating to the entry into or departure from its territory of passengers, crews or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs and quarantine.

Article VI

Each Contracting Party reserves the right to withhold or revoke an operating permit granted to the airlines designated by the other Contracting Party in accordance with the provisions of this Agreement, if the said airlines do not on request submit proof that the major portion of ownership and effective control of such airlines are vested in nationals of one of the Contracting Parties, or if the said airlines do not comply with the laws and regulations referred to in Article V or fail to fulfil the conditions under which the operating rights are granted under this Agreement.

Article VII

This Agreement and all contracts relating thereto shall be registered with the International Civil Aviation Organization (ICAO).

Article VIII

If either of the Contracting Parties wishes to modify any provision of the Agreement or its annex, the competent aeronautical authorities of the Contracting Parties shall enter into consultation with a view to affecting such modification. The consultations shall begin within sixty days from the date of the request. If the aforementioned authorities agree on the modifications, the latter shall enter into force only after confirmation by an exchange of diplomatic notes.

Article IX

Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or its annex which cannot be settled by direct negotiation shall be submitted to an arbitral tribunal to be selected by the Contracting Parties or to the International Court of Justice. The Contracting Parties undertake to comply with the arbitration awards or with the decisions of the International Court of Justice, which shall in all cases be regarded as final.

Article X

Each Contracting Party may at any time notify the other Contracting Party of its desire to denounce this Agreement. Such denunciation shall be communicated simultaneously to the International Civil Aviation Organization.

This Agreement shall cease to apply as from the date specified in the said notice, but in any case not less than twelve months from the date on which the second Contracting Party shall have received the notice. This notice of denunciation may be superseded by a subsequent agreement concluded before the expiry of the aforementioned time-limit.

If the other Contracting Party fails to acknowledge receipt, the notice shall be considered to have reached its destination fourteen days after it has been received by the International Civil Aviation Organization.

Article XI

This Agreement shall come into force provisionally on the date of its signature and definitively as soon as the formalities prescribed by the internal legislation of each of the Contracting Parties have been complied with.

IN WITNESS WHEREOF, the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed the present Agreement.

DONE at Beyrouth, on 20 September 1949, in duplicate, in the French language.

(Signed) H. HAGENAAR
Acting Chargé d'Affaires
of the Netherlands in Cairo

(Signed) Chéhadé EL GHOSSEIN
Acting Director-General
of the Ministry for Foreign Affairs

[*Annex to the copy of the Agreement of the Government of the Netherlands*]

A N N E X

I

The airlines designated by one Contracting Party shall be accorded in the territory of the other Contracting Party rights of transit and of non-traffic stops; they may also use the airports and ancillary facilities provided for international traffic. They shall also, in accordance with the conditions of this Agreement, have the right to pick up and discharge international traffic in passengers, mail and cargo in the territory of the other Contracting Party and on the routes specified in the following tables.

II

ROUTES TO BE OPERATED BY THE AIRLINE OR AIRLINES TO BE DESIGNATED BY THE NETHERLANDS GOVERNMENT

A. Netherlands—France—Italy—Greece—Lebanon—Iraq (Basra) and points beyond in either direction.

B. Netherlands—Lebanon—Iraq (Basra)—Pakistan—India and beyond in either direction.

N.B. The airline may at its own discretion omit points mentioned in the routes indicated above.

[*Annex to the copy of the Agreement of the Government of Lebanon*]

A N N E X

I

The airlines designated by one Contracting Party shall be accorded in the territory of the other Contracting Party rights of transit and of non-traffic stops; they may also use the airports and ancillary facilities provided for international traffic. They shall also, in accordance with the conditions of this Agreement, have the right to pick up and discharge international traffic in passengers, mail and cargo in the territory of the other Contracting Party and on the routes specified in the following tables.

II

ROUTES TO BE OPERATED BY THE AIRLINE OR AIRLINES TO BE DESIGNATED BY THE GOVERNMENT OF THE LEBANESE REPUBLIC

Lebanon—Greece—Italy—France—Netherlands and points beyond in either direction.

N.B. The airline may at its own discretion omit points mentioned in the routes indicated above.

EXCHANGE OF LETTERS

I

Beyrouth, 20 September 1949

Sir,

With reference to the Air Transport Agreement concluded this day between Lebanon and the Netherlands, I have the honour to inform you that it is the understanding of my Government that the enjoyment of the fifth freedom of the air by the Netherlands air services between Beyrouth and Basra is subject to the conclusion of an appropriate Air Transport Agreement between the Netherlands and Iraq. When such an agreement comes into being, the Lebanese Government will have no objection to allowing airlines designated by the Netherlands to pick up and discharge international traffic in passengers, cargo and mail in both directions between Beyrouth and Basra.

I have the honour to be, etc.

By authority,

(Signed) Chéhadé EL GHOSSEIN

Minister for Foreign Affairs and for Lebanese Abroad

Mr. H. Hagenaar
Acting Chargé d'affaires of the Netherlands
in Cairo

II

Beyrouth, 20 September 1949

Sir,

I have the honour to acknowledge your letter of today's date worded as follows :

[*See letter I*]

I have the honour to confirm that my Government agrees with the above

I have the honour to be, etc.

(Signed) H. HAGENAAR

Acting Chargé d'affaires of the Netherlands in Cairo

His Excellency Mr. Hamid Frangié
Minister for Foreign Affairs and for Lebanese Abroad
Beyrouth