

No. 1853

---

**BELGIUM**  
and  
**EGYPT**

**Agreement relating to regular air transport services (with annex and *procès-verbal* of signature). Signed at Alexandria, on 19 September 1949**

*Official texts: French and Arabic.*

*Registered by Belgium on 24 September 1952.*

---

**BELGIQUE**  
et  
**ÉGYPTE**

**Accord relatif aux transports aériens réguliers (avec annexe et procès-verbal de signature). Signé à Alexandrie, le 19 septembre 1949**

*Textes officiels français et arabe.*

*Enregistré par la Belgique le 24 septembre 1952.*

## [TRANSLATION — TRADUCTION]

No. 1853. AGREEMENT<sup>1</sup> BETWEEN THE KINGDOM OF BELGIUM AND THE KINGDOM OF EGYPT RELATING TO REGULAR AIR TRANSPORT SERVICES. SIGNED AT ALEXANDRIA, ON 19 SEPTEMBER 1949

---

The Government of Belgium and the Government of Egypt (hereinafter described as “ the Contracting Parties ”),

Being parties to the Convention on International Civil Aviation (hereinafter called “ the Convention ”) signed at Chicago on 7 December 1944,<sup>2</sup>

Considering

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

That it is desirable to stimulate international air travel at the lowest rates consistent with sound economic principles, as a means of promoting friendly understanding and goodwill among peoples and at the same time of securing the many indirect benefits of this form of transportation to the common welfare of both countries,

And desiring to conclude an agreement with a view to providing regular commercial air communications between and beyond their respective territories,

Have appointed representatives, who being duly authorized by their respective Governments to this effect, have agreed as follows :

*Article I*

The Contracting Parties grant each other the right to operate the regular air services specified in the annex to this Agreement (hereinafter referred to as the “ agreed services ”) on the routes specified therein (hereinafter referred to as the “ specified routes ”).

In accordance with the terms of this Agreement, these services may be inaugurated immediately or at a later date, at the option of the Contracting Party to whom the rights are granted.

---

<sup>1</sup> Came into force on 26 August 1952, by the exchange of the instruments of ratification at Brussels, in accordance with article XIX. This Agreement also applies to the territories of the Belgian Congo and Ruanda-Urundi.

<sup>2</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.

*Article II*

1. Each Contracting Party shall designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services by virtue of this Agreement.

2. On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraph 3 of this article and to those of article III of this Agreement, without unjustified delay grant to the airlines designated the appropriate operating permission.

3. The aeronautical authorities of one Contracting Party may, before granting the required permission to an airline designated by the other Contracting Party, satisfy themselves that it fulfils the conditions prescribed under the laws and regulations applied by them, provided that these do not conflict with the provisions of the Convention or of this Agreement.

4. At any time after the provisions of paragraphs 1 and 2 of this article have been complied with, an airline so designated and authorized may begin to operate the agreed services.

*Article III*

1. Each Contracting Party shall have the right to reject or accept a designated airline and to withhold or revoke the operating permission or to impose any conditions it may deem necessary on the exercise of the rights specified in article V of this Agreement, in any case where it has no proof that substantial ownership and effective control of the designated airline are vested in the other Contracting Party or in its nationals.

2. Each Contracting Party reserves the right, after consultation with the other Contracting Party, to suspend the exercise of the rights specified in article V of this Agreement or to impose any conditions it may deem necessary on the exercise of those rights in any case where the designated airline fails to comply with the laws and regulations of the Contracting Party granting those rights, provided that these laws and regulations do not conflict with the provisions of the Convention or of this Agreement, or to perform its obligations under this Agreement.

*Article IV*

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

2. The laws and regulations in force in the territory of either Contracting Party, governing the entry, stay or departure of passengers, crew or cargo of aircraft, such as those relating to entry, passports, customs and quarantine, shall apply to the passengers, crew and cargo of aircraft of the airlines designated by the other Contracting Party. Nevertheless, the Contracting Parties shall consider the question of simplifying passport and visa formalities with respect to the crews of such aircraft.

#### *Article V*

1. Subject to the provisions of articles VI and VII, each of the Contracting Parties shall grant to the airlines designated by the other Contracting Party the right to pick up and set down in its territory international traffic destined for or originating in the territory of that other Contracting Party,

2. Paragraph 1 of this article shall not confer on the airlines of one Contracting Party the right to pick up in the territory of the other Contracting Party passengers, cargo or mail carried for remuneration and destined for another point in the territory of that other Contracting Party. This prohibition shall apply irrespective of the origin or final destination of the traffic in question.

3. The Contracting Parties, being signatories to the International Air Services Transit Agreement,<sup>1</sup> recognize that under the said Agreement they grant each other the right :

- (a) to fly over their respective territories without making stops;
- (b) to make stops therein for non-traffic purposes.

#### *Article VI*

1. Just and equitable treatment shall be ensured to the airlines designated by the two Contracting Parties to operate the agreed services.

2. The agreed services provided under this Agreement shall have as their primary objective the provision of capacity adapted to the normal and reasonably foreseeable requirements of air traffic coming from or destined for the Contracting Party which designated the airline operating the said services.

3. In the operation of the agreed services, the total capacity provided by the airlines designated by each of the Contracting Parties shall be reasonably adapted to the demand for air transport.

<sup>1</sup> United Nations, *Treaty Series*, Vol. 84, p. 389.

*Article VII*

The rights granted may not be improperly exercised by the airlines designated by one of the Contracting Parties to the detriment or disadvantage of any other airline of the other Contracting Party operating on all or part of the same route.

*Article VIII*

Fuel and lubricating oils carried on board aircraft of the airlines designated by one Contracting Party on entry into the territory of the other Contracting Party or taken on board such aircraft in that territory and remaining on board on their departure from the last airport situated in the territory of that other Contracting Party shall be exempt from customs duties, inspection fees and similar duties or charges in force in that territory, but shall in other respects remain subject to its customs regulations. This treatment shall be regarded as supplementary to that granted under articles XV and XXIV of the Convention.

*Article IX*

1. Each Contracting Party shall cause its designated airlines to transmit to the aeronautical authorities of the other Contracting Party as long in advance as practicable, all information concerning the operation of the agreed services, such as schedules of rates, time-tables and any modifications thereof.

2. Each Contracting Party shall take steps to ensure that its designated airlines communicate to the aeronautical authorities of the other Contracting Party statistics relating to the traffic carried on their air services to, from or in transit over the territory of the other Contracting Party, tabulated according to the origin and destination of the traffic.

*Article X*

1. When, in the interests of economical operation, different aircraft are used on various sections of the specified routes, the point of change of aircraft being situated in the territory of one of the Contracting Parties, such change shall not affect the provisions of this Agreement relating to transport and capacity. In such cases, the second aircraft shall be required to provide a connecting service with the first aircraft and shall await its arrival unless operational exigencies make this impossible.

*Article XI*

1. Rates shall be fixed at reasonable levels, due regard being paid to all relevant factors including economical operation, reasonable profit, the charac-

teristics of each service (such as speed and comfort) and the rates charged by other airlines on the specified routes.

2. The rates to be charged by any of the airlines designated in accordance with this Agreement in respect of traffic between the territories of the two Contracting Parties shall be determined in accordance with one of the following principles :

(a) In accordance with recommendations of the International Air Transport Association (IATA) or of any other organization which succeeds it and of which the designated airlines of the two Contracting Parties are members;

(b) By direct agreement between the designated airlines operating on the specified routes, if the designated airlines of either of the two Contracting Parties are not members of the IATA or of a similar organization, or if that organization fails to make a recommendation as provided in paragraph (a) above. Nevertheless, it is understood that if either of the Contracting Parties has not designated an airline to operate any of the specified routes or fixed the schedule of rates for that route in accordance with paragraph (a) above, the airlines designated by the other Contracting Party to operate that route may then fix their own rates.

3. The rates established in this way shall be submitted to the aeronautical authorities of the two Contracting Parties for approval and shall become operative forty-five days after their communication to the said authorities, unless the latter signify their objection before the expiry of this time limit.

4. Should the designated airlines be unable to reach agreement (as specified in paragraph 2 (b) of this article) on the rates to be charged, the Contracting Parties themselves shall endeavour to reach and give effect to a satisfactory settlement. In the last resort the matter shall be referred to arbitration as provided in article XVI of this Agreement.

Pending settlement of the disagreement either by direct negotiation between the Contracting Parties or in accordance with the provisions of article XVI of this Agreement, the rates already in force shall be maintained or, if there are no established rates, the designated airlines shall introduce reasonable rates.

### *Article XII*

1. This Agreement shall be registered with the Council of the International Civil Aviation Organization set up by the Convention.

### *Article XIII*

In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties shall consult regularly with a view to ensuring the observance

of the principles and the implementation of the measures laid down in this Agreement and shall exchange the information necessary for this purpose.

#### *Article XIV*

In the event that a multilateral convention concerning air transport to which both Contracting Parties adhere enters into force, this Agreement shall be modified to conform with the provisions of such Convention.

#### *Article XV*

Should either of the Contracting Parties consider it desirable to modify the terms of the annex to this Agreement, including the schedule of routes, it may request consultation between the aeronautical authorities of the two Contracting Parties. Such consultation shall begin within a period of sixty days from the date of the request. Any modification which may be agreed upon between the said authorities shall come into effect after it has been confirmed by an exchange of diplomatic notes.

#### *Article XVI*

Without prejudice to the provisions of Article 17 :

1. In the event of a dispute relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation between themselves.

2. If these negotiations are not successful :

(a) The Contracting Parties may refer the dispute for decision to an arbitral tribunal set up by agreement between them or to any other person or body;

(b) If the Contracting Parties do not agree to refer the matter to arbitration or if, having accepted this procedure, they cannot agree on the selection of the arbitrators, either Contracting Party may request the Council of the International Civil Aviation Organization to settle the dispute.

3. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this article.

4. In the event that either Contracting Party or an approved airline of either Contracting Party fails to comply with a decision given under paragraph 2 of this article, the other Contracting Party may limit, suspend or revoke the rights it has granted by virtue of this Agreement to the Contracting Party in default or to its approved airlines.

5. Nevertheless, it is understood that, if a dispute arises between the Contracting Parties and they have recourse to one of the procedures provided under this article, the present Agreement shall continue in force in all respects save as otherwise provided herein.

*Article XVII*

Either Contracting Party may notify the other at any time of its desire to terminate this Agreement. Such notice shall simultaneously be communicated to the Council of the International Civil Aviation Organization.

On receipt of such notice, this Agreement shall cease to be effective twelve months after the date of receipt by the other Contracting Party of the notice, unless the notice is withdrawn by common agreement before the expiry of this period. In the absence of acknowledgment 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 Council of the International Civil Aviation Organization.

*Article XVIII*

1. For the purposes of this Agreement, the term “ aeronautical authorities ” shall mean, in the case of the Kingdom of Belgium, the Civil Aviation Administration and the Ministry for the Colonies having competence with respect to the application of the Agreement to the Congo, and, in the case of the Kingdom of Egypt, the Director-General of Civil Aviation or, in both cases, any person or agency authorized to assume the functions at present exercised by them.

2. The term “ designated airline ” shall mean any airline which one of the Contracting Parties has selected to operate the agreed services and which has been designated in accordance with the provisions of article II of this Agreement.

3. The Annex to this Agreement shall be deemed to constitute an integral part thereof and all references to the Agreement shall include references to the annex, except where otherwise provided.

*Article XIX*

This Agreement shall come into force after ratification by the competent authorities of the two Contracting Parties.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed this Agreement and have affixed thereto their seals.

DONE in duplicate at Alexandria, this                      day of                      , in the French and Arabic languages, both texts being equally authentic.

For the Royal Government of Belgium :  
(Signed) J. VAN DEN BOSCH

For the Royal Government of Egypt :  
(Signed) HUSSEIN SIRRY Pasha



## A N N E X

- A. (1) The airlines designated by the Belgian Government shall be authorized to operate air services in both directions on each of the routes specified below and to make traffic stops in Egyptian territory at the points indicated in this paragraph :
- (a) Route terminating in Egyptian territory :
    - (i) Brussels-Cairo via intermediate points;
    - (ii) Cairo-Brussels via intermediate points.
  - (b) Route crossing Egyptian territory :
    - (i) Brussels-Cairo-Belgian Congo via intermediate points;
    - (ii) Belgian Congo-Cairo-Brussels via intermediate points.
- (2) The airlines designated by the Egyptian Government shall be authorized to operate air services in both directions on each of the routes specified below and to make traffic stops in Belgian territory at the points indicated in this paragraph :
- (a) Route terminating in Belgian territory;
  - (b) Route crossing Belgian territory.
- B. If the airlines designated by one of the Contracting Parties do not provide their own traffic services through their own offices and staff in the territory of the other Contracting Party, the latter may request them to have such services provided by an agency approved by its aeronautical authorities and having its nationality.

V. D. B.

H. S.

*PROCÈS-VERBAL* OF SIGNATURE OF THE AGREEMENT BETWEEN  
THE KINGDOM OF BELGIUM AND THE KINGDOM OF EGYPT  
RELATING TO REGULAR AIR TRANSPORT SERVICES

On the nineteenth day of September one thousand nine hundred and forty-nine,

Mr. Jean van den Bosch, Counsellor, Acting Chargé d'Affaires of the Belgian Legation in Cairo, assisted by Mr. Joseph Trouveroy, Attaché of the said Legation,

His Excellency, Hussein Sirry Pasha, President of the Council of Ministers and Minister for Foreign Affairs, assisted by His Excellency Abdel-Khalek Hassouna Pasha, Ambassador, Under-Secretary of State in the said Ministry,

Met in a room in the Royal Ministry for Foreign Affairs at Alexandria, with a view to signing the Agreement between the Kingdom of Belgium and the Kingdom of Egypt relating to regular air transport services.

Mr. Jean van den Bosch having exhibited full powers from the Royal Government of Belgium authorizing him to sign the afore-mentioned instrument on behalf of his Government and His Excellency Hussein Sirry Pasha having declared that the Council of Ministers had authorized him to sign the instrument on behalf of the Royal Government of Egypt, the parties proceeded to sign the said Agreement.

In witness whereof the present *procès-verbal* has been drawn up and signed in duplicate.

For the Royal Government of Belgium :

(Signed) J. VAN DEN BOSCH

For the Royal Government of Egypt :

(Signed) HUSSEIN SIRRY Pasha