

No. 2435

**BELGIUM
and
ISRAEL**

**Agreement (with annex) for air services between and beyond
their respective territories. Signed at Hakirya, on
30 June 1952**

Official texts: French and Hebrew.

Registered by Belgium on 8 January 1954.

**BELGIQUE
et
ISRAËL**

**Accord (avec annexe) relatif aux services aériens entre leurs
territoires respectifs et au-delà. Signé à Hakirya, le
30 juin 1952**

Textes officiels français et hébreu.

Enregistré par la Belgique le 8 janvier 1954.

[TRANSLATION — TRADUCTION]

No. 2435. AGREEMENT¹ BETWEEN THE GOVERNMENT OF BELGIUM AND THE GOVERNMENT OF ISRAEL FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT HAKIRYA ON 30 JUNE 1952

The Government of Belgium and the Government of Israel, being parties to the Convention² on International Civil Aviation opened for signature at Chicago on 7 December 1944, and desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond Belgian and Israel territories, have agreed as follows :

Article 1

For the purpose of the present Agreement, unless the context otherwise requires :

(a) the term "the Convention" means the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944, and includes any annex adopted under article 90 of that Convention and any amendment of the annexes or Convention under articles 90 and 94 thereof.

(b) the term "designated airline" means the airline which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with article 4 of the present Agreement, for the operation of air services on the routes specified in such notification ;

(c) the term "change of gauge" means the operation of an air service by a designated airline in such a way that one section of the route is flown by aircraft different in capacity from those used on another section ;

(d) the term "territory" in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or trusteeship of that State ; and

(e) the terms "air service", "international air service", "airline", and "stop for non-traffic purposes" have the meanings respectively assigned to them in article 96 of the Convention.

¹ Came into force provisionally on 30 June 1952, on signature, and definitively on 23 December 1953 by the exchange of the instruments of ratification at Brussels, in accordance with article 15. This Agreement is applicable to the territories of the Belgian Congo and Ruanda-Urundi.

² United Nations, *Treaty Series*, Vol. 15, p. 295 ; Vol. 26, p. 420 ; Vol. 32, p. 402 ; Vol. 33, p. 352 ; Vol. 44, p. 346 ; Vol. 51, p. 336 ; Vol. 139, p. 469, and Vol. 178, p. 420.

Article 2

In so far as they apply to the air services established in pursuance of the present Agreement, articles 9, 11, 13, 15, 24 and 33 of the Convention shall remain in force as between the Contracting Parties in their present form for the duration of the Agreement, as if they were integral parts thereof, unless the two Contracting Parties ratify an amendment to those articles, which shall enter into force in accordance with article 94 of the Convention, in which case the article shall remain in force, as amended, for the duration of the present Agreement.

Article 3

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing air services on the routes specified in the appropriate section of the Schedule thereto (hereinafter called "the agreed services" and "the specified routes").

2. Subject to the provisions of the present Agreement, the airline designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following privileges :

(a) to fly without landing across the territory of the other Contracting Party ;

(b) to make stops in the said territory for non-traffic purposes ;

(c) to make stops in the said territory at the points specified for that route in the Schedule to the present Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail coming from or destined for other points so specified.

3. Nothing in paragraph 2 of this article shall be deemed to confer on the airline of one Contracting Party the privilege of taking 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, whether or not such traffic is carried on a part of the journey by another airline or airlines.

Article 4

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline for the purpose of operating the agreed services on the specified routes.

2. On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this article, without delay grant the airline designated the appropriate operating authorization.

3. The competent aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations

normally applied by them in conformity with the provisions of the Convention to the operation of international commercial air services.

4. Each Contracting Party shall have the right to refuse to accept the designation of the airline and to withhold or revoke the grant to the airline of the privileges specified in paragraph 2 of article 3 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by the airline of those privileges in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of the latter Party.

5. Subject to the provisions of article 8 of the present Agreement, the airline designated and authorized as indicated above may begin to operate the agreed services at any time after the provisions of paragraph 1 and 2 have been complied with.

6. Each Contracting Party shall have the right to suspend the exercise by the airline of the privileges specified in paragraph 2 of article 3 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by the airline of those privileges in any case where the airline fails to comply with the laws or regulations of the Contracting Party granting those privileges, or otherwise fails to operate in accordance with the conditions prescribed in the present Agreement; provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringements of laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

Article 5

Fuel, lubricating oil, spare parts, regular aircraft equipment and aircraft stores introduced into the territory of one Contracting Party, or taken on board aircraft in that territory, by or on behalf of the other Contracting Party or its designated airline and intended solely for use by or in the aircraft of that airline shall be accorded the following treatment by the first Contracting Party in respect of customs duties, inspection fees and other similar national or local duties and charges :

(a) in the case of fuel and lubricating oils remaining on board aircraft when leaving the said territory for a foreign airport, exemption; and

(b) in the case of fuel and lubricating oil not included under (a) and spare parts, regular aircraft equipment and aircraft stores, treatment not less favourable than that accorded to similar supplies introduced into the said territory or taken on board aircraft in that territory, and intended for use by or in the aircraft of

the national airline of the first Contracting Party or of the most-favoured foreign airline, engaged in the international air services.

Article 6

1. There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

2. In operating the agreed services, the airlines of each Contracting Party shall take into account the interests of the airline of the other Contracting Party, so as not to affect unduly the services which the latter provides on all or part of the same routes.

3. The agreed services provided by the designated airlines of the two Contracting Parties shall be maintained in reasonable relationship to the requirements of the public for air transport on the specified routes; their primary objective will be to provide at a reasonable load factor, capacity adequate to meet the current and reasonably foreseeable requirements for the transport of passengers, cargo and mail originating in or destined for the territory of the Contracting Party which has designated the airline.

The right of airlines to take on or put down international traffic in passengers, cargo and mail originating in or destined for a third country while such lines operate those services, at points specified in the schedule and situated in the territory of the other Contracting Party, shall be exercised in conformity with the general principles of orderly operation to which the Contracting Parties have acceded, and subject to the condition that capacity shall be related to :

(a) the requirements of traffic destined for or originating in the territory of the Contracting Party which has designated the airline ;

(b) the traffic requirements of the areas traversed by the airline, after taking account of local and regional services ; and

(c) the requirements of trunk service operation.

Article 7

The designated airline of one Contracting Party may make a change of gauge at a point in the territory of the other Contracting Party on the following conditions only :

(i) that it is justified by reason of economy of operation ;

(ii) that the aircraft used on the section on which less traffic is carried by the airline to and from the territory of the first Contracting Party are smaller in capacity than those on the other section ;

(iii) that the aircraft of smaller capacity shall operate only in connexion with the aircraft of larger capacity and shall be scheduled to do so ; the former shall arrive at the point of change for the purpose of carrying traffic transferred from, or to be transferred into, the aircraft of larger capacity ; and their capacity shall be determined with primary reference to this purpose.

(iv) that there is an adequate volume of through traffic ; and

(v) that the provisions of article 6 of the present Agreement shall govern all arrangements made with regard to change of gauge.

Article 8

1. The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service (such as standards of speed and accommodation) and the tariffs of other airlines operating over any part of the specified route.

2. These tariffs, together with the rates of agency commission used in conjunction with them shall, if possible, be agreed between the designated airlines concerned, in consultation with other airlines operating over any other part of the route.

Such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association. The tariffs so agreed shall be subject to the approval of the competent aeronautical authorities of both Contracting Parties.

3. If the designated airlines cannot agree, or if for some other reason a tariff cannot be agreed in accordance with the provisions of paragraph 2, the competent aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

4. If the competent aeronautical authorities cannot agree, the dispute shall be settled in accordance with the provisions of article 11.

5. Without prejudice to article 11, paragraph 3, no tariff shall come into effect if the competent aeronautical authorities of either Contracting Party are dissatisfied with it.

Article 9

The competent aeronautical authorities of either Contracting Party shall supply to the competent aeronautical authorities of the other Contracting Party, at their request, such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the application of the Agreement and, more particularly, the capacity provided on the agreed services by the designated airline of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origin and destination of such traffic.

Article 10

There shall be regular and frequent consultation between the competent aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfilment of the present Agreement.

Article 11

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation between themselves.

2. If the Contracting Parties fail to reach a settlement by negotiation the dispute shall be referred for decision to an arbitral tribunal to be composed of three members; each Contracting Party shall appoint one arbitrator and the third shall be appointed by agreement between the first two, and shall not be a national of either Party. Each Contracting Party shall appoint an arbitrator within the two months following the despatch by one of the Parties of a diplomatic note to the other Party requesting arbitration. The third arbitrator shall be appointed by common agreement within the month following the said period of two months. If one Contracting Party fails to appoint an arbitrator, or if no agreement is reached on the appointment of the third arbitrator, the functions attaching to the vacant post or posts shall be performed by persons appointed by the President of the International Court of Justice at the request of one Contracting Party.

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

4. If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a decision given under paragraph 2 of this article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline of that Contracting Party.

Article 12

1. If either of the Contracting Parties considers it desirable to modify any provisions of the present Agreement, it may request consultation between the competent aeronautical authorities of both Contracting Parties, such consultation to take place within a period of 60 days from the date of the request. When the competent aeronautical authorities have agreed on amendments to the Agreement, such amendments will come into effect after they have been confirmed by an exchange of diplomatic notes.

2. In the event of the conclusion of a general multilateral convention concerning air transport, by which both Contracting Parties become bound, the present Agreement shall be amended so as to conform with the provisions of such convention.

Article 13

Either Contracting Party may at any time give notice to the other if it desires to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, the present Agreement shall 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 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 International Civil Aviation Organization.

Article 14

The present Agreement and any exchange of notes in accordance with article 12 shall be registered with the International Civil Aviation Organization.

Article 15

1. The present Agreement shall be subject to ratification and instruments of ratification shall be exchanged in Brussels as soon as possible.

2. The present Agreement shall enter into force provisionally on the date of signature and definitively on the exchange of instruments of ratification.

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

DONE at Hakiryá, this 30th day of June 1952, which corresponds to 7 Tammuz 5712, in duplicate, in the French and Hebrew languages, both texts being equally authentic.

For the Government of Belgium :

(Signed) Du Bois
Envoy Extraordinary and
Minister Plenipotentiary
of Belgium to Israel

For the Government of Israel :

(Signed) Walter EYTAN
Director-General of the
Ministry of Foreign Affairs

SCHEDULE

SECTION I

Routes to be operated by the designated airline of Belgium :

<i>Points in Belgian territory</i>	<i>Intermediate points</i>	<i>Points of destination or stops in Israel territory</i>	<i>Points beyond</i>
1. Brussels	Vienna A point in Italy Belgrade Athens	Lod	
2. Brussels	Vienna A point in Italy Belgrade Athens	Lod	Baghdad Basrah Kuwait or Dhahran or Bahrein or Karachi Calcutta Rangoon Bangkok Manila Tokyo

The designated airline of Belgium may on any or all flights omit calling at any of the above points, provided that the agreed services on these routes begin at a point in Belgian territory.

SECTION 2

Routes to be operated by the designated airline of Israel :

<i>Points in Israel territory</i>	<i>Intermediate points</i>	<i>Points of destination or stops in Belgian territory</i>	<i>Points beyond</i>
1. Lod	Athens Belgrade A point in Italy Vienna	Brussels	
2. Lod	Athens Belgrade A point in Italy Vienna	Brussels	Stockholm A point in Canada New York

The designated airline of Israel may on any or all flights omit calling at any of the above points, provided that the agreed services on these routes begin at a point in Israel territory.