

**No. 2972**

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**BELGIUM  
and  
LEBANON**

**Agreement (with annex) for air services between and beyond  
their respective territories. Signed at Beirut, on  
24 December 1953**

*Official texts: French and Arabic.*

*Registered by Belgium on 27 October 1955.*

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**BELGIQUE  
et  
LIBAN**

**Accord (avec annexe) relatif aux services aériens entre  
leurs territoires respectifs et au-delà. Signé à Beyrouth,  
le 24 décembre 1953**

*Textes officiels français et arabe.*

*Enregistré par la Belgique le 27 octobre 1955.*

## [TRANSLATION — TRADUCTION]

No. 2972. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF BELGIUM AND THE GOVERNMENT OF LEBANON FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT BEIRUT, ON 24 DECEMBER 1953

The Government of Belgium and the Government of Lebanon, being parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944,<sup>2</sup> and desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond Belgian and Lebanese 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 any annex adopted under article 90 of that Convention and any amendment of the Convention or annexes adopted under articles 90 and 94 thereof;
- (b) the term "designated airline" means any airline which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with article 3 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 which are 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 assigned to them in article 96 of the Convention.

<sup>1</sup> Came into force provisionally on 24 December 1953, as from the date of signature, and definitively on 10 September 1955 by the exchange of the instruments of ratification at Brussels, in accordance with the terms of article 15. This Agreement is applicable 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; Vol. 51, p. 336; Vol. 139, p. 469; vol. 178, p. 420, and Vol. 199, p. 362.

*Article 2*

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 Annex<sup>1</sup> to this Agreement (hereinafter called “the agreed services” and “the specified routes”).

2. Subject to the provisions of the present Agreement, the airlines 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; and
- (c) to make stops in the said territory at the points specified for that route in the annex to the present Agreement for the purpose of putting down and taking on international traffic in passengers, cargo or mail coming from or destined for other points also specified.

3. Nothing in paragraph 2 of this article shall be deemed to confer on the airlines 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 3*

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines 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 or airlines 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 currently and normally applied by them in conformity with the provisions of the Convention to the operation of international commercial air services.

<sup>1</sup> See p. 177 of this volume.

4. Each Contracting Party shall have the right to refuse to accept the designation of an airline and to withhold or revoke the grant to the airline of the privileges specified in article 2, paragraph 2 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 7 of the present Agreement, any airline designated and authorized may begin to operate the agreed services at any time after the provisions of paragraphs 1 and 2 have been complied with.

6. Each Contracting Party shall have the right to suspend the exercise of the privileges granted to an airline under article 2, paragraph 2, of the present Agreement or to impose such conditions as it may deem necessary on the exercise of those privileges in any case where the airline fails to comply with the laws and regulations of the Contracting Party granting those privileges, or fails to operate the services 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 and regulations, this right shall be exercised only after consultation with the other Contracting Party.

#### *Article 4*

Fuel, lubricating oil, spare parts, regular aircraft equipment and aircraft stores introduced into the territory of one Contracting Party or taken on board in that territory by or on behalf of the other Contracting Party or its designated airline or airlines and intended for the aircraft of those airlines, 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 at the last airport of call before departure from the said territory, 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 airline of the first Contracting Party, or of the most-favoured foreign airline, engaged in international air services.

This treatment shall be granted in addition and without prejudice to that which each Contracting Party is required to grant under article 24 of the Convention.

#### *Article 5*

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 designated airlines of each Contracting Party shall take into account the interests of the airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on all or part of the same routes.

3. The agreed services provided by the designated airlines of the two Contracting Parties shall be related to the requirements of the public for 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.

4. The capacity prescribed above may be increased by the addition of capacity adequate for the air transport of international traffic originating in or destined for points on the specified routes in the territories of States other than that which has designated the airline.

5. Such additional capacity shall be related to the traffic requirements of the areas served by the airline, after taking account of the air services provided by the airlines of the other Contracting Party and of the States mentioned above to the extent of the international air traffic originating in or destined for their territories.

#### *Article 6*

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 used on the other section;

- (iii) that the aircraft of smaller capacity shall operate only in connexion with the aircraft of larger capacity; 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;
- (v) that the provisions of article 5 of the present Agreement shall govern all arrangements made with regard to change of gauge.

#### *Article 7*

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 speed and accommodation) and the tariffs of other airlines operating over any part of the specified route. These tariffs shall be fixed in accordance with the following provisions of this article :

2. The tariffs referred to in paragraph 1 of this article together with the rates of agency commission used in conjunction with them shall, if possible, be determined by agreement between the designated airlines concerned, in respect of each of the specified routes, after 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 on one or other of these tariffs or if for some other reason a tariff cannot be determined in accordance with the provisions of paragraph 2 of this article, the competent aeronautical authorities of the Contracting Parties shall try to determine it by agreement between themselves.

4. If the competent aeronautical authorities cannot approve any tariff submitted to them in accordance with paragraph 2 of this article or if they are unable to determine a tariff in accordance with the provisions of paragraph 3, the dispute shall be settled in accordance with the provisions of article 10 of this Agreement.

5. Without prejudice to article 10, paragraph 3, of this Agreement, no tariff shall come into effect if the competent aeronautical authorities are dissatisfied with it.

#### *Article 8*

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 capacity provided on the agreed services by the designated airlines 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 routes and the origin and destination of such traffic.

#### *Article 9*

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 10*

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 :

- (a) they may refer the dispute to an arbitral tribunal set up by agreement between them or to some other person or body; or
- (b) if they do not so agree, or if, having decided to refer the dispute to an arbitral tribunal, they cannot reach agreement as to its composition, either Contracting Party may submit the dispute to any competent tribunal which may hereafter be established within the International Civil Aviation Organization or, if there is no such tribunal, to the International Court of Justice.

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 or airlines of that Contracting Party or to the airline in default.

#### *Article 11*

1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement or its annex, such modification shall, if the Contracting Parties agree thereto, come into effect after it has 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 12*

This Agreement cancels any permission, privilege or concession existing at the time of its entry into force which has been granted for any reason by one of the Contracting Parties to the airlines of the other Contracting Party.

#### *Article 13*

Either Contracting Party may at any time give notice to the other of its desire 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 acknowledgement 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 International Civil Aviation Organization.

#### *Article 14*

The present Agreement and any exchange of diplomatic notes in accordance with article 11 shall be registered with the International Civil Aviation Organization and with the United Nations.

#### *Article 15*

1. The present Agreement shall be ratified and the exchange of the instruments of ratification shall take place at Brussels as soon as possible.

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

3. If the exchange of the instruments of ratification does not take place within the two years following the date of signature, either Contracting Party may terminate the provisional application of the Agreement after giving six months' notice in writing to the other Contracting Party.



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

DONE at Beirut on 24 December 1953, in duplicate, in the French and Arabic languages, both texts being equally authentic.

For the Government of Belgium :

F. SEYNAEVE

Envoy Extraordinary and Minister Plenipotentiary  
of His Majesty the King of the Belgians

For the Government of Lebanon :

M. NACCACHE

## ANNEX

### SECTION I

Routes to be operated by the designated airline or airlines of Belgium :

1. Brussels–Frankfurt or Munich–Milan or Rome–Belgrade–Athens–Beirut, in both directions
2. Brussels–Frankfurt or Munich–Milan or Rome–Belgrade–Athens–Beirut–Teheran, in both directions
3. Brussels–Frankfurt or Munich–Milan or Rome–Belgrade–Athens–Beirut–Khartoum–Juba (Entebbe)–Stanleyville, in both directions
4. Brussels–Frankfurt or Munich–Milan or Rome–Belgrade–Athens–Beirut–Baghdad,\* Basrah or Kuwait\* or Dhahran\* or Bahrein,\* Karachi–Bombay–Calcutta–Rangoon–Bangkok–Manila–Tokyo, in both directions

\* No commercial traffic between Beirut and these stops.

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

### SECTION II

Routes to be operated by the designated airline or airlines of Lebanon :

Beirut–Athens–Belgrade–Milan or Rome–Frankfurt or Munich–Brussels, in both directions.

The designated airline or airlines of Lebanon may, on any flight, omit calling at any of the above points, provided that the agreed services on those routes begin at a point in Lebanese territory.