

No. 3233

**NETHERLANDS
and
ECUADOR**

**Air Transport Agreement (with annex). Signed at Quito,
on 14 December 1954**

Official texts: Dutch and Spanish.

Registered by the International Civil Aviation Organization on 11 April 1956.

**PAYS-BAS
et
ÉQUATEUR**

**Accord relatif aux transports aériens (avec annexe). Signé
à Quito, le 14 décembre 1954**

Textes officiels néerlandais et espagnol.

Enregistré par l'Organisation de l'aviation civile internationale le 11 avril 1956.

[TRANSLATION — TRADUCTION]

No. 3233. AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS AND THE GOVERNMENT OF THE REPUBLIC OF ECUADOR. SIGNED AT QUITO, ON 14 DECEMBER 1954

The Government of the Kingdom of the Netherlands and the Government of the Republic of Ecuador, desiring to encourage civil and commercial air transport between their respective territories, and in accordance with the recommendation made in its resolution VIII of 7 December 1944 by the International Civil Aviation Conference held at Chicago from 1 November to 7 December 1944, that there should be as great a measure of uniformity as possible in any agreements made between States for the operation of air services, have decided to conclude the following Air Transport Agreement which covers the regular air services described below, and for this purpose have appointed their plenipotentiaries :

The Government of the Kingdom of the Netherlands : Mr. Kasper W. Reinink, Acting Chargé d'Affaires at Quito ; and

His Excellency the President of the Republic of Ecuador : Mr. Luis Antonio Peñaherrera, Minister of Foreign Affairs, who, having exchanged their full powers, found in good and due form, have agreed as follows :

Article I

The Contracting Parties grant each other the rights specified in this Agreement and its annex² with a view to establishing the regular international air services described therein and hereinafter referred to as the "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 whom the rights are granted, but not before :

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

¹ Applied provisionally as from the date of signature on 14 December 1954, and entered into force on 6 March 1956 by the exchange of the instruments of ratification at The Hague, in accordance with article XII.

² See p. 138 of this volume.

(b) The Contracting Party granting the rights has issued the appropriate operating permit to the airline or airlines designated by the other Contracting Party which, subject to the provisions of paragraph 2 of this article and of article VI, it shall do without delay.

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 operation of commercial airlines.

Article III

In order to prevent discriminatory practices and to assure equality of treatment, both Contracting Parties agree that :

(1) Each of the Contracting Parties may impose or permit to be imposed fair 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 ;

(2) Fuel, lubricating oils and spare parts, regular equipment and, in general, material intended solely for use by aircraft of the designated airlines of one Contracting Party and introduced into or taken on board aircraft in the territory of the other Contracting Party by or on behalf of such an airline for use by aircraft of that airline in that territory shall be accorded with respect to customs duties, inspection fees and other national duties or charges imposed by the latter Contracting Party, treatment not less favourable than that granted to national aircraft or to aircraft of the most favoured nation operating similar services ;

(3) The aircraft of the airlines designated by one Contracting Party engaged in operating the agreed services shall, on arrival in or departure from the territory of the other Contracting Party, be exempt from customs duties, inspection fees or similar duties or charges. The same exemptions shall apply to fuel, lubricating oils, spare parts, regular equipment, supplies in general and aircraft stores retained on board such aircraft, even though such supplies be used or consumed on flights in that territory ;

(4) The supplies enumerated in paragraph 3 of this article which benefit by the exemption described above may only be unloaded with the approval of the customs authorities of the other Contracting Party. If such supplies are to be re-exported, they shall, pending their re-exportation, be placed under the customs supervision of the other Contracting Party but shall remain available at all times.

Article IV

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still valid, shall 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 over its own territory, certificates of competency or licences granted to its own nationals by another State.

Article V

1. The laws and regulations of one Contracting Party relating to the admission to, stay in 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 designated airlines of the other Contracting Party.

2. The laws and regulations of one Contracting Party relating to the admission to, stay in or departure from its territory of passengers, crews or cargo of aircraft, such as laws and regulations relating to entry, clearance, immigration, police formalities, customs and quarantine, shall apply to the passengers, crews and cargo of aircraft of the designated airlines of the other Contracting Party.

Article VI

Each Contracting Party reserves the right to withhold or revoke the exercise of the rights specified in the annex to this Agreement by an airline designated by the other Contracting Party in any case where :

(1) It is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other Contracting Party ;

(2) The airline fails to comply with the laws and regulations referred to in article V or to fulfil the conditions under which the rights laid down in this Agreement and its annex are granted.

Article VII

If either of the Contracting Parties considers it desirable to modify the conditions set forth in the annex to this Agreement or to exercise the right provided for in article VI, it may request consultation between the aeronautical authorities of the two Contracting Parties, such consultation to begin within sixty (60) days from the date of the request. When these authorities agree to modify the annex, such modifications shall come into effect after they have been confirmed by an exchange of diplomatic notes.

Article VIII

Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement and its annex, which cannot be settled by consultation between them, shall be referred for arbitration to any person, body or tribunal designated by agreement between the two Contracting Parties or submitted to the International Court of Justice for a decision. The Contracting Parties undertake to comply with any decision given under this article.

Article IX

Either Contracting Party may terminate this Agreement by giving notice to the other Contracting Party. This decision shall be simultaneously communicated to the International Civil Aviation Organization. When the notice has been given, this Agreement shall terminate one (1) year after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the registration of the notice with the International Civil Aviation Organization.

Article X

This Agreement, its annex and all documents connected therewith shall be registered with the International Civil Aviation Organization.

Article XI

For the purposes of this Agreement and its annex :

(1) The term "aeronautical authorities" means, in the case of the Republic of Ecuador, the Director-General of Civil Aviation, and, in the case of the Kingdom of the Netherlands, the Director-General of Civil Aviation, or, in both cases, the duly authorized persons or bodies ;

(2) The term "designated airline" means any airline which has been designated by one of the Contracting Parties to operate the "agreed services", such designation to be notified in writing to the aeronautical authorities of the other Contracting Party in accordance with article II of this Agreement ;

(3) The term "territory" has the meaning assigned to it by article 2 of the Convention on International Civil Aviation signed at Chicago on 7 December 1944 ;¹

(4) The definitions contained in paragraphs (a), (b) and (d) of article 96 of the Convention on International Civil Aviation signed at Chicago on 7 December 1944 apply.

¹ See footnote 3, p. 11 of this volume.

Article XII

This Agreement shall apply provisionally as from the date of signature and shall enter into force on the date of the exchange of ratifications, which will take place at The Hague when the formalities required under the national legislation of each of the Contracting Parties have been complied with.

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

DONE in duplicate at Quito, on 14 December 1954 in the Dutch and Spanish languages, both texts being equally authentic.

(Signed) Kasper W. REININK
Chargé d'Affaires
of the Netherlands

(Signed) Luis Ant. PEÑAHERRERA
Minister of Foreign Affairs
of Ecuador

A N N E X

I

The Government of the Kingdom of the Netherlands grants the Government of the Republic of Ecuador the right to operate air transport services by one or more airlines designated by the latter Government on the routes specified in schedule I¹ attached.

II

The Government of the Republic of Ecuador grants the Government of the Kingdom 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 II¹ attached.

III

The airlines designated by one of the Contracting Parties in accordance with the provisions laid down in the Agreement shall enjoy, in the territory of the other Contracting Party, rights of transit and of stops for non-traffic purposes and the right to pick up and set down international traffic in passengers, mail and cargo on each of the routes indicated in the attached schedules.

IV

1. The rates to be charged by the airlines designated by the two Contracting Parties shall be fixed at reasonable levels, due regard being paid to all relevant factors including economy of operation, reasonable profit, the rates charged by other airlines and the characteristics of each service.

¹ See p. 140 of this volume.

2. These rates shall be agreed between the airlines designated by the Contracting Parties, account being taken of any recommendations with regard to the fixing of rates adopted by the International Air Transport Association (IATA).

3. If the designated airlines are unable to reach an agreement on the rates to be fixed, the aeronautical authorities of the two Contracting Parties shall endeavour to reach a satisfactory solution ; if this should not be possible, recourse shall be had to the procedure provided in article VIII of the Agreement.

V

Changes made by either Contracting Party in the routes specified 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.

SCHEDULE I

Ecuadorian air routes

- A—From Quito via intermediate points to Amsterdam and points beyond, in both directions.
- B—From Guayaquil via intermediate points to Amsterdam and points beyond, in both directions.

Any of the points indicated on the routes specified in this schedule may be omitted on any or all flights at the option of the designated airlines.

SCHEDULE II

Netherlands air routes

- A—From Amsterdam via intermediate points to Quito and/or Guayaquil and points beyond, in both directions.
- B—From Surinam and/or Curaçao and/or Aruba via intermediate points to Quito and/or Guayaquil and points beyond, in both directions.

Any of the points indicated on the routes specified in this schedule may be omitted on any or all flights at the option of the designated airlines.