

No. 3596

**NETHERLANDS
and
IRAN**

**Agreement relating to commercial air services between
and beyond their respective territories. Signed at
Tehran, on 31 October 1949**

Official texts: English, Dutch and Persian.

Registered by the International Civil Aviation Organization on 1 December 1956.

**PAYS-BAS
et
IRAN**

**Accord relatif aux services aériens commerciaux entre
leurs territoires respectifs et au-delà. Signé à Téhéran,
le 31 octobre 1949**

Textes officiels anglais, néerlandais et persan.

Enregistré par l'Organisation de l'aviation civile internationale le 1^{er} décembre 1956.

No. 3596. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS AND THE IMPERIAL GOVERNMENT OF IRAN RELATING TO COMMERCIAL AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT TEHRAN, ON 31 OCTOBER 1949

Her Majesty the Queen of the Netherlands
and

His Imperial Majesty the Shahanshah of Iran,

Being equally desirous to conclude an agreement for the purpose of establishing and operating commercial Air Services between and beyond their respective territories have accordingly appointed their plenipotentiaries for this purpose as follows :

Her Majesty the Queen of the Netherlands :

His Excellency Mr. W. P. Montijn, her Envoy Extraordinary and Minister Plenipotentiary.

His Imperial Majesty the Shahanshah of Iran :

His Excellency Mr. Ali Asghar Hekmat, Minister of Foreign Affairs.

Who having exhibited and exchanged their full powers and found them to be in due form have agreed upon the following Articles :

PREAMBLE

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

a) The term "Aeronautical Authorities" means, in the case of Iran the Department General of Civil Aviation and any person or body authorized to perform the functions presently exercised by the said Department General or similar functions, and in the case of the Netherlands the Director General of Civil Aviation and any person or body authorized to perform any functions presently exercised by the said Director General or similar functions.

b) The term "Convention" means the Convention² on International Civil

¹ Came into force on 7 April 1956, date of an exchange of notes stating that the Agreement has been ratified by the Iranian Parliament, in accordance with article 16.

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; Vol. 178, p. 420; Vol. 199, p. 362, and Vol. 252.

Aviation opened for signature at Chicago on the seventh day of December nineteen hundred forty-four.

c) The term "Territory", "Air Service", "International Air Service", "Airline" and "Stop for non-traffic purposes" shall have the meanings respectively assigned to them in Article 2 and 96 of the Convention.

Article 1

Subject to the provisions of the present Agreement each Contracting Party grants the airline or airlines designated by the other Contracting Party the right, while operating the agreed services, to fly their aircraft in transit across its territory as well as the right to land in the said territory at points specified in the attached schedule,¹ for non-traffic purpose and also for the purpose of picking up or putting down international traffic in passengers, cargo and mail.

Article 2

a) Each Contracting Party shall designate in writing to the other Contracting Party one or more of its airlines for the purpose of operating by virtue of the present Agreement services on the routes specified in the attached schedule. On receipt of the designation the other Contracting Party shall, subject to the provisions of Article 3 of the present Agreement, without delay, grant the airline or airlines designated, the appropriate operating permission, provided that, if required to do so, they satisfy the competent Aeronautical Authorities of the Party granting the rights that they are qualified to fulfil the conditions prescribed under the laws and regulations of that Country for the operation of its commercial airlines. At any time thereafter any airline so designated and authorized may begin to operate the agreed services.

b) It is further provided that in areas of hostilities or military occupation, or areas affected thereby, the operation of such services shall be subject to the approval of the competent military authorities.

Article 3

a) Each Contracting Party shall have the right to refuse to grant the rights specified under article 1 of the present Agreement to an airline or airlines or to

¹ See p. 279 of this volume.

withhold or revoke the rights granted or to impose such conditions as it may deem necessary on the exercise by an airline or airlines of those rights, in any case where it is not satisfied that substantial ownership and effective control of that airline or airlines, are vested in the Contracting Party designating the airline or airlines, or its nationals.

b) Each Contracting Party shall also have the right to suspend the exercise by a designated airline or airlines of the rights granted under Article 1 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline or airlines of those rights in any case where the said airline or airlines fail to comply with the provisions of Article 11 and 13 of the Convention in their present form or with the conditions prescribed in the present Agreement. Such unilateral action however shall not take place before the intention to do so is notified to the other Contracting Party and consultation between the aeronautical authorities of both Contracting Parties has not led to mutual agreement within a period of twenty-eight days after the date of receipt of such notification by the other Contracting Party.

Article 4

Nothing in the provisions of the present Agreement shall be construed or regarded as conferring sole and exclusive rights on the other Contracting Party or its airlines or as excluding or discriminating against the airlines of any other country.

Article 5

Nothing in the provisions of the present Agreement shall be construed or regarded as conferring on the airline designated by one of the Contracting Parties the right to take up, in the territory of the other Contracting Party, passengers, cargo or mail carried for hire or reward and destined for another point in the same Territory.

Article 6

There shall be fair and equal opportunity for the designated airline or airlines of both Contracting Parties to operate the agreed services on the specified

routes between and beyond their respective territories. In operating the agreed services, the designated airlines of each Contracting Party shall take into account the interests of the airline or airlines of the other Contracting Party so as not to affect unduly the services which the latter Party provides on the whole or part of the same routes.

Article 7

The agreed services provided by the designated airlines of both Contracting Parties shall bear close relationship to the requirements of the public for air transportation on the specified routes, and shall have as their primary objective the provision at a reasonable load factor of capacity adequate to the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territory of the Contracting Party designating the airline or airlines and the territory of the ultimate destination of the traffic. The provision of facilities for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of states other than that designating the airline or airlines shall be made in accordance with the general principles that capacity shall be related to :

- a) traffic requirements between the country of origin and the countries of destination;
- b) the requirements of through airline operation; and
- c) the traffic requirements of the areas through which the airlines pass, after taking account of the interests of local and regional services.

Article 8

The tariffs to be charged on any of the agreed services shall be fixed at reasonable levels, due regard being paid to all relevant factors, including economical operation, reasonable profit, difference of characteristics of services and the tariffs charged by other airlines on any section of the route. The tariffs shall, if possible, be agreed upon in respect of each route between the designated airlines in consultation with other airlines operating on the same route or any section thereof. Such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association. Rates so fixed shall be submitted for approval by the aeronautical authorities of the two Contracting Parties and shall become effective thirty days after their receipt

by the aeronautical authorities unless either authority has given notice of disapproval.

Article 9

Articles 15, 24, 31, 32, 33 and 35 of the Convention shall be binding in their present form, on both Contracting Parties as between themselves for the duration of the present Agreement as if they were an integral part of the Agreement, unless both Contracting Parties, being parties to the Convention, ratify any amendments to these articles which shall have come into force in accordance with Article 94 of the Convention; in which case the Articles so amended shall be similarly binding between the Contracting Parties of the present Agreement.

Article 10

The Aeronautical Authorities of each Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party, at their request, such information and statistics as may be reasonably required relating to the frequency and capacity of the agreed services and to traffic carried by its designated airline or airlines to, from or through the territory of the other Contracting Party, including information concerning the origin and destination of such traffic. Such information and statistics shall not exceed what is currently required by the Council of International Civil Aviation Organization.

Article 11

a) If either of the Contracting Parties considers it desirable to modify the terms of this Agreement, it may request consultation between the competent Aeronautical Authorities of the two Contracting Parties, and such consultation shall begin within a period of sixty days from the date of the request. When the aforesaid Authorities mutually agree to the modification of the present Agreement, such modifications shall come into force after they have been confirmed by an exchange of notes through diplomatic channels and shall forthwith be communicated to the Council of the International Civil Aviation Organization.

b) Changes made by either Contracting Party in the specified air routes, or omissions of any points on the specified air routes, on any or all flights except the change of points served by the designated airline or airlines in the territory

of the other Contracting Party, shall not be considered as modifications of this Agreement. The Aeronautical Authorities of either Contracting Party may therefore proceed unilaterally to make such changes or omissions provided, however, that notice of any change or omission shall be given without delay to the Aeronautical Authorities of the other Contracting Party.

Article 12

In the event of any dispute arising between the two 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 direct negotiation between themselves. If they fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to an arbitral tribunal appointed by agreement between them or to some other person or body. If they do not so agree, or if, having agreed to refer the dispute to an arbitral tribunal, they cannot reach agreement as to its composition, each of the Contracting Parties may submit the dispute for decision to any tribunal competent to decide it which may here after be established within the International Civil Aviation Organization. If there is no such tribunal, the dispute shall be submitted to the Council of the Organization or, failing that, to the International Court of Justice. The Contracting Parties undertake to comply with any decision given in accordance with the provisions of this article. If and so long as either Contracting Party or its designated airline or airlines fail to comply with the decision reached in accordance with this article, the other Contracting Party may limit, withhold, or revoke any rights which it has granted by virtue of the present Agreement to the Contracting Party in default or to its designated airline or airlines in default.

Article 13

If a general multilateral convention or agreement on traffic rights for scheduled international air services comes into force in respect of both Contracting Parties, the present Agreement shall be amended so as to conform with the provisions of such convention or agreement.

Article 14

The present Agreement shall terminate one year after the date of receipt by one Contracting Party from the other Contracting Party of notice to terminate,

unless the notice is withdrawn by mutual agreement before the expiry of the said period. Such notice shall be simultaneously communicated to the Council of the International Civil Aviation Organization. The Contracting Party receiving the notice of termination of the Agreement shall give a receipt for such notification. In the absence of acknowledgement of such receipt, notice shall be deemed to have been received fourteen days after receipt of the notice by the Council of the International Civil Aviation Organization.

Article 15

The present Agreement and all contracts connected therewith shall be registered with the International Civil Aviation Organization.

Article 16

This Agreement shall come into force on the date of an exchange of notes between the two Contracting Parties stating that this Agreement has been ratified by the Iranian Parliament.

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

DONE at Tehran this thirty-first day of October, 1949 (1328—8—9) in triplicate in Netherlands, Persian and English languages, and the English text is considered authentic.

For the Government of the Kingdom of the Netherlands :
W. P. MONTIJN

For the Imperial Government of Iran :
A. A. HEKMAT

SCHEDULE

I. Routes to be served by the designated airline or airlines of the Imperial Government of Iran :

Tehran and/or Abadan via intermediate points in the Middle and the Near-East and Europe to a point or points in the Netherlands and points beyond in both directions.

II. Routes to be served by the designated airline or airlines of the Government of the Kingdom of the Netherlands :

a) Amsterdam — Batavia over Iranian territory (with a possible traffic stop at Abadan) — to points beyond in both directions.

b) Amsterdam — Rome — Istanbul — (Ankara) — (Baghdad) — Tehran and from Tehran to points beyond in both directions.

c) Amsterdam via intermediate points to Baghdad and/or Basrah and from there to Abadan and points beyond in both directions.

d) Amsterdam — Zurich or Geneva — Rome and from there via intermediate points in the Near East to Tehran in both directions.