

No. 4508

**SUDAN
and
NETHERLANDS**

Agreement (with schedule) for the establishment and operation of air services between and beyond their respective territories. Signed at Khartoum, on 12 February 1956

Official text: English.

Registered by the International Civil Aviation Organization on 9 September 1958.

**SOUDAN
et
PAYS-BAS**

Accord (avec tableau) relatif à l'établissement et à l'exploitation de services aériens entre leurs territoires respectifs et au-delà. Signé à Khartoum, le 12 février 1956

Texte officiel anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 9 septembre 1958.

No. 4508. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE SUDAN AND THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS FOR THE ESTABLISHMENT AND OPERATION OF AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT KHARTOUM, ON 12 FEBRUARY 1956

The Government of the Sudan and the Government of the Kingdom of the Netherlands hereinafter referred to as the Contracting Parties, desiring to stimulate civil air transportation between and beyond the Sudan and the Netherlands, have agreed as follows :

Article 1

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

a) the term "aeronautical authorities" means, in the case of the Netherlands, the Director General of Civil Aviation and any person or body authorised to perform any functions presently exercised by the said Director General or similar functions, and, in the case of Sudan, the Director of Civil Aviation and any person or body authorised to perform any functions exercised by the said Director of Civil Aviation or similar functions ;

b) the term "designated airline" means an airline which the aeronautical authorities of either Contracting Party shall have notified in writing to the aeronautical authorities of the other Contracting Party as an airline designated by it in accordance with Article 3 of the present Agreement to operate air services on the routes specified in such notifications.

Article 2

In addition to and without prejudice to the provisions of the present Agreement each Contracting Party shall, in respect of any matters relating to the establishment and the operation of the agreed services, conform with the relevant articles of the Convention on International Civil Aviation opened for signature at Chicago on the 7th day of December 1944.²

¹ Became applicable provisionally from the date of signature on 12 February 1956, and entered into force on 31 July 1956, the date laid down in an exchange of notes stating that the formalities required by the national legislation of each Contracting Party had been fulfilled, in accordance with article 13.

² See footnote 2, p. 28 of this volume.

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 by virtue of the present Agreement air services on the routes specified in the appropriate section of the Schedule¹ in the Annex to the present Agreement (hereinafter respectively referred to as the agreed services and the agreed routes). On receipt of the designation of an airline, that other Contracting Party shall, subject to the provisions of paragraph (2) of this Article and of Article 4 of the present Agreement, without delay grant to that airline the appropriate operating authorisation.

2) Before granting the authorisation referred to in paragraph (1) of this Article, the aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations which they normally apply in respect to the operation of commercial airlines.

3) At any time after the provisions of paragraph (1) of this Article have been complied with, an airline so designated and authorised may begin to operate the agreed services.

Article 4

1) Each Contracting Party shall have the right to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the rights specified in the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those rights 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 Contracting Party designating the airline.

2) Each Contracting Party shall have the right, after consultation with the other Contracting Party, to suspend the exercise by an airline of the rights specified in the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those rights in any case where the airline fails to comply with the laws or regulations of the Contracting Party granting those rights or otherwise fails to operate in accordance with the conditions prescribed in the present Agreement.

Article 5

Each Contracting Party grants to the designated airline(s) of the other Contracting Party rights of transit and of stops for non-traffic purposes in its territory ; moreover, for the purpose of the establishment of the agreed air services, the designated airline(s) of each Contracting Party will enjoy in the territory of the

¹ See p. 328 of this volume.

other Contracting Party on the agreed routes the right to put down and take on passengers, cargo or mail, coming from or destined for points outside that territory.

Article 6

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 on, 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 7

a) Supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores on board an aircraft of the designated airline of one Contracting Party on arrival in the territory of the other Contracting Party shall be exempt from all national duties and charges including customs duties and inspection fees even though such supplies are used by such aircraft on flights in that territory. The goods so exempt shall not be unloaded except with the approval of the Customs Authorities of the other Contracting Party, and if unloaded, shall be kept under customs supervision until required for use of the aircraft of the designated airline or re-exported.

b) Supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores introduced into or taken on board aircraft of one Contracting Party in the territory of the second Contracting Party by or on behalf of the designated airline of the first Contracting Party for use in the operation of an agreed service shall be exempt from all national duties and charges including customs duties and inspection fees imposed in the territory of the second Contracting Party, even though such supplies are used by such aircraft on flights in that territory.

Article 8

No arms of war, explosives of war, munitions of war may be carried by the designated air carrier(s) of the Netherlands in or above the territory of the Sudan or by the crew or passengers, except by the permission of the Government of the Sudan.

Article 9

The rates to be charged by the designated air carrier(s) of either Contracting Party on the specified routes or a part thereof shall be those fixed by the International Air Transport Association,

In the absence of such tariffs rates shall be fixed between the designated airlines by mutual agreement.

If the designated airline(s) should fail to agree in fixing the tariffs, the aeronautical authorities of either Contracting Party shall endeavour to fix the appropriate tariffs by mutual consultations.

Article 10

If either of the Contracting Parties wishes to discuss with the other Contracting Party any matter relating to the present Agreement and/or its Annex, it may request consultation between the aeronautical authorities of the two Contracting Parties as specified in Article 1 para. (a) of the present Agreement and such consultation shall begin within sixty days of the date of receipt by the other Contracting Party of the request. If such consultation results in agreement between the said authorities on any modification to the terms of the present Agreement and/or its Annex such modification shall come into effect when it has been confirmed by an exchange of Notes through the diplomatic channel which shall in the case of modification of the present Agreement state that the formalities required by the National Legislation of each Contracting Party have been accomplished.

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, they must refer the dispute for decision to an Arbitral Tribunal set up by agreement between them.

3) The Contracting Parties undertake to comply with any decision given by said Arbitral Tribunal.

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 which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline(s) of the Contracting Party in default.

Article 12

The present Agreement shall terminate two years after the date of receipt by one Contracting Party from the other Contracting Party of notice to terminate, unless the notice is withdrawn by agreement before the expiry of this period.

Article 13

The present Agreement shall be provisionally applicable from the date of its signature and shall come into force on a date to be laid down in an exchange of notes stating that the formalities required by the national legislation of each Contracting Party have been accomplished.

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

DONE this twelfth day of February 1956 in duplicate at Khartoum in the English language.

(Signed) M. ZARROUG

(Signed) W. A. FROWEIN

SCHEDULE

I. *Routes to be served by the designated airline or airlines of the Government of the Sudan*

Points in Sudan to the Netherlands and points beyond in both directions, either via intermediate points or directly.

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

Points in the Netherlands to the Sudan and points beyond in both directions, either via intermediate points or directly.

Any or all points of the routes, specified in this schedule may at option of the airline(s) be omitted on any or all flights.