

No. 4723

NETHERLANDS
and
YUGOSLAVIA

Agreement (with annex) relating to scheduled air services.
Signed at Belgrade, on 13 March 1957

Official text: French.

Registered by the International Civil Aviation Organization on 20 April 1959.

PAYS-BAS
et
YUGOSLAVIE

Accord (avec annexe) relatif aux services aériens réguliers.
Signé à Belgrade, le 13 mars 1957

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 20 avril 1959.

[TRADUCTION — TRANSLATION]

No. 4723. AGREEMENT¹ BETWEEN THE KINGDOM OF THE NETHERLANDS AND THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA RELATING TO SCHEDULED AIR SERVICES. SIGNED AT BELGRADE, ON 13 MARCH 1957

The Government of the Kingdom of the Netherlands and the Government of the Federal People's Republic of Yugoslavia, hereinafter referred to as the "Contracting Parties",

Considering :

That it is desirable for them to organize their scheduled air communication in a safe and orderly manner and to develop their co-operation in this field as much as possible and thus contribute to international co-operation,

That it is therefore necessary to conclude an Agreement to govern scheduled air services between their countries,

Have appointed their plenipotentiaries, duly authorized for this purpose, who have agreed as follows :

Article I

The Contracting Parties grant each other, on a basis of reciprocity, the right to establish the scheduled air services specified in the annex² to this Agreement.

In accordance with the provisions of this Agreement, all or part of these services may be operated immediately or at a later date at the option of the Contracting Party to whom this right is granted.

Article II

1. Each Contracting Party shall designate to the other Contracting Party one or more airlines for the purpose of operating the scheduled air services by virtue of this Agreement.

2. On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraph 3 of this article and of article III of this Agreement, without unjustified delay grant the necessary operating permit to the designated airline or airlines.

¹ Applied provisionally as from the date of signature on 13 March 1957 and came into force on 3 March 1958 by an exchange of notes, in accordance with article XXII.

² See p. 243 of this volume.

3. The respective aeronautical authorities may, before granting the said permit to an airline designated by the other Contracting Party, satisfy themselves that it fulfils the conditions prescribed under the laws and regulations normally applied to scheduled air services, provided that the said laws and regulations do not conflict with the provisions of this Agreement.

Article III

1. Each Contracting Party reserves the right to withhold or withdraw an operating permit temporarily or permanently from the airline or airlines designated by the other Contracting Party whenever it has no proof that substantial ownership and effective control of the said airlines are vested in either of the Contracting Parties or in their nationals.

2. Each Contracting Party reserves the right to withdraw the operating permit temporarily or permanently whenever the designated airline or airlines fail to comply with the laws and regulations normally applied by that Contracting Party to scheduled air transport services, or to observe the provisions of this Agreement.

Nevertheless, such action may be taken only if consultations between the respective aeronautical authorities have failed to produce agreement.

Article IV

Should either Contracting Party desire to reserve for its own airline or airlines the carriage of passengers, mail and cargo to be picked up at one point in its territory and set down at another point in the same territory, it shall notify the other Contracting Party of its decision in the matter.

Article V

1. The designated airline or airlines of the Contracting Parties shall receive fair and equitable treatment for the purpose of operating the services shown in the annex.

2. The aforementioned services of each Contracting Party shall have as their primary objective the provision of transport capacity adequate to meet the normal and reasonably foreseeable requirements of air traffic between the territory of the Contracting Party which has designated the operating airlines and the countries of ultimate destination of the traffic.

3. During the operation of the services in question, the total capacity provided by the airlines designated by the two Contracting Parties on common sectors terminating in their respective territories shall be maintained in reasonable relationship to the demand for air transport.

Article VI

The rights granted may not be improperly exercised by the designated airline or airlines of either Contracting Party to the detriment or disadvantage of any airline of the other Contracting Party operating scheduled transport services on all or part of the same route.

Article VII

1. Rates shall be fixed at reasonable levels, due regard being paid to economical operation, reasonable profit and the characteristics of the agreed services, in such a manner as to avoid any undesirable competition. In fixing these rates, account shall also be taken of the principles governing international air services in the matter.

2. The designated airline or airlines of each Contracting Party shall communicate their time-tables and rate schedules to the aeronautical authority of the other Contracting Party at least thirty days before they are put into effect. Any alteration in these time-tables of rate schedules shall be communicated to the said authorities as soon as possible.

With respect to time-tables, the respective aeronautical authorities may, in the interest of air safety and proper servicing on the ground, make their approval subject to the acceptance of such observations as may be made.

Article VIII

No distinction shall be made by the Contracting Parties in their territories between the designated airlines and other foreign airlines.

Article IX

1. Each Contracting Party agrees that the sums payable by the designated airline or airlines of the other Contracting Party for the use of airports and other technical installations shall not be higher than those paid by any other foreign airline operating similar international services.

2. Fuel and lubricating oils taken on board and spare parts and normal equipment introduced into the territory of one Contracting Party solely for use by aircraft belonging to the designated airline or airlines of the other Contracting Party and employed on the agreed services shall be accorded in that territory, subject to reciprocity, treatment as favourable as that granted to all foreign airlines operating similar international services with respect to customs duties, inspection fees or other national duties and charges.

3. All commodities intended solely to stock the galleys of aircraft operating the agreed services of the designated airline or airlines of one Contracting Party may be introduced free of duty into the territory of the other Contracting Party.

While they are within that territory, they shall be subject to customs supervision.

4. Aircraft operated on the agreed routes by the designated airline or airlines of one Contracting Party and fuel, lubricating oils, spare parts, normal equipment and aircraft stores retained on board such aircraft shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees and other national duties and charges, even though, within the limits essential for operation of the agreed services, they are used or consumed while within that territory, provided, however, that they are not disposed of.

5. Articles exempted under paragraph 4 above may be unloaded in the territory of one Contracting Party only with the consent of the customs authorities of that Contracting Party. Between flights they shall be subject to supervision by the said authorities, but this shall not preclude their movement or use for technical purposes.

Article X

Certificates of airworthiness and licences issued or rendered valid by either Contracting Party shall be recognized 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 flight over its territory licences issued to its nationals by another State.

Article XI

Aircraft belonging to the designated airline or airlines of the Contracting Parties, and employed on the services described in the annex, and members of their crews shall carry valid documents as follows :

- Certificate of registration ;
- Certificate of airworthiness ;
- Appropriate licences for each member of the crew ;
- Journey log book ;
- Aircraft radio station licence ;
- Passenger list ;
- Manifest and appropriate declarations of cargo and mail statements ; and,

If required, a special permit to carry certain types of cargo by air.

Article XII

1. Each Contracting Party undertakes to render the same measure of assistance in its territory to aircraft of the other Contracting Party which are employed in operating the services in question, and which are in distress, as it would to its own aircraft operating similar international services. This undertaking shall cover in like measure searches for missing aircraft.

2. In the event of such an aircraft being involved in an accident resulting in death, serious injury, or serious damage to the aircraft, the Contracting Party in whose territory the accident occurred shall institute an inquiry into the cause and circumstances of the accident. The Contracting Party to which the aircraft belongs shall be permitted to send observers to attend such an inquiry. The Contracting Party conducting the inquiry shall report the results and findings thereof to the other Contracting Party through its aeronautical authority.

Article XIII

1. The laws and regulations of either Contracting Party concerning the admission to, stay in and departure from its territory of aircraft engaged in international air navigation or the operation of such aircraft on and over that territory shall apply to aircraft of the designated airline or airlines of the other Contracting Party.

2. The laws and regulations of either Contracting Party concerning the admission to, stay in and departure from its territory of passengers, crews, mail and cargo, such as those relating to the various control procedures, including currency, immigration, passports, customs and quarantine, shall apply to the passengers, crews, mail and cargo carried on board the aircraft of the designated airline or airlines of the other Contracting Party while within that territory.

3. The designated airline or airlines of either Contracting Party shall be required to conduct their commercial operations in the territory of the other Contracting Party in accordance with the latter's laws and regulations.

Article XIV

In a spirit of close co-operation, the aeronautical authority of either Contracting Party may propose to the aeronautical authority of the other Contracting Party consultations with a view to ensuring that the principles laid down in this Agreement are being applied and observed in a satisfactory manner.

Article XV

1. If either Contracting Party considers it desirable to modify any clause of this Agreement, it may at any time request, through the diplomatic channel, nego-

tiations on the matter between the aeronautical authorities of the two Contracting Parties. Such negotiations shall begin within sixty days from the date of the request. If the said authorities agree on the modifications to be made, the latter shall enter into force only after each Contracting Party has notified the other Contracting Party of the ratification or approval of such modifications in accordance with its constitutional procedures.

2. If the aeronautical authority of either Contracting Party considers it necessary to modify or add to any clause of the annex, it may at any time request negotiations with the aeronautical authority of the other Contracting Party. Such negotiations shall take place within sixty days from the date of the request. If the said authorities agree on the proposed modifications and additions, the latter shall be adopted by means of an arrangement in writing which shall also fix the date of its entry into effect. Such arrangement may not depart from the principles laid down by this Agreement.

Article XVI

The Contracting Parties shall endeavour to settle by direct negotiations any dispute which may arise in connexion with the interpretation or application of this Agreement and its annex.

If such negotiations do not result in an agreement, within a period of ninety days, the Contracting Parties shall refer the dispute to an arbitral tribunal. For this purpose, each Contracting Party shall appoint one arbitrator. The arbitrators thus appointed shall select a referee who shall be a national of a third State.

If the arbitrators have not been appointed within sixty days after one Contracting Party gave notice of its intention to have recourse to an arbitral tribunal, or if the arbitrators cannot agree within a period of thirty days on the choice of a referee, the President of the International Court of Justice at The Hague shall be requested to make the necessary appointments.

Each Contracting Party shall bear half the costs of the arbitration.

The decisions of the arbitral tribunal shall be binding on both Contracting Parties.

Article XVII

A. For the purpose of this Agreement and its annex :

The term "*territory*" means the land areas and waters, including air space, under the sovereignty of the State in question ;

The expression "*air service*" means a scheduled air service performed by aircraft for the public transport of passengers, mail and cargo ;

The expression "*international air service*" means any air service which passes through the air space over the territory of more than one State ;

The term "*airline*" means any air transport enterprise operating an international air service ;

The expression "*designated airline*" means any airline which one Contracting Party has chosen for the operation of the agreed services and which has been designated in accordance with the provisions of article II of this Agreement ;

The expression "*aeronautical authority*" means :

In the case of the Kingdom of the Netherlands : the Director General of Civil Aviation ;

In the case of the Federal People's Republic of Yugoslavia : the Directorate General of Civil Aviation.

B. The annex to this Agreement shall be deemed to constitute an integral part thereof and any reference to the Agreement shall include reference to the said annex except where otherwise provided.

Article XVIII

This Agreement shall be brought into harmony with any multilateral aeronautical convention which may become binding on the Contracting Parties.

Article XIX

The Contracting Parties shall, in so far as they are bound to do so under their international commitments, notify the International Civil Aviation Organization of this Agreement and its annex, and of any modifications or denunciation thereof.

Article XX

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate this Agreement. The Agreement shall terminate twelve months after the date of receipt of such notice by one of the Contracting Parties unless the notice is withdrawn by agreement before the expiry of that period.

Article XXI

This Agreement supersedes all agreements concerning civil aviation previously concluded between the two countries.

Article XXII

This Agreement shall enter into force on the date on which the Contracting Parties notify each other by an exchange of notes, which shall take place at The Hague as soon as possible, that they have completed its ratification or approval in accordance with their respective constitutional procedures.

Nevertheless, it shall be applied provisionally with effect from the date of signature.

IN WITNESS WHEREOF the plenipotentiaries, duly authorized by their respective Governments, have signed this Agreement, done in duplicate in the French language, and have thereto affixed their seals.

DONE at Belgrade, on 13 March 1957.

For the Government
of the Kingdom of the Netherlands :

For the Government
of the Federal People's Republic
of Yugoslavia :

(Signed) G. E. VAN ITTERSUM

(Signed) Batrić JOVANOVIĆ

A N N E X

Section I

The designated Netherlands airline or airlines may operate the following scheduled air service :

Netherlands—Düsseldorf or Cologne—Venice—Belgrade, in both directions.

During the operation of this service, it or they shall have the right :

(a) To set down in Yugoslav territory passengers, mail and cargo picked up in Netherlands territory or in the territory of any other country ;

(b) To pick up in Yugoslav territory passengers, mail and cargo destined for Netherlands territory or for the territory of any other country ; and

(c) To omit calling at intermediate points on the above air service.

Section II

The designated Yugoslav airline or airlines may operate the following scheduled air service :

Yugoslavia—Venice—Cologne or Düsseldorf—Amsterdam, in both directions.

During the operation of this service, it or they shall have the right :

(a) To set down in Netherlands territory passengers, mail and cargo picked up in Yugoslav territory or in the territory of any other country ;

(b) To pick up in Netherlands territory passengers, mail and cargo destined for Yugoslav territory or for the territory of any other country ; and

(c) To omit calling at intermediate points on the above air service.

Belgrade, 13 March 1957.