

**No. 5458**

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**BELGIUM  
and  
AUSTRIA**

**Air Transport Agreement (with annex). Signed at Vienna,  
on 7 January 1955**

**Exchange of letters constituting an agreement amending the  
above-mentioned Agreement. Brussels, 29 December  
1955**

*Official texts : French and German.*

*Registered by Belgium on 15 November 1960.*

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**BELGIQUE  
et  
AUTRICHE**

**Accord (avec annexe) relatif aux transports aériens. Signé à  
Vienne, le 7 janvier 1955**

**Échange de lettres constituant un accord modifiant l'Accord  
susmentionné. Bruxelles, 29 décembre 1955**

*Textes officiels français et allemand.*

*Enregistrés par la Belgique le 15 novembre 1960.*

[TRANSLATION — TRADUCTION]

No. 5458. AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN  
BELGIUM AND AUSTRIA. SIGNED AT VIENNA, ON  
7 JANUARY 1955

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The Belgian Government and the Austrian Federal government, considering :

That the possibilities of commercial aviation as a means of transport have increased considerably ;

That it is desirable to organize international air services in a safe and orderly manner and to continue to develop as much as possible international co-operation in this field ; and

That it is necessary to conclude an agreement regulating international air services between the territories of Belgium and Austria and beyond those territories ;

Have appointed representatives for this purpose, who, being duly authorized, have agreed on the following provisions :

*Article I*

(a) The Contracting Parties grant each other the rights specified in the annex<sup>2</sup> to this Agreement for the establishment of the international air services therein described.

(b) Each Contracting Party shall designate to the other Contracting Party an airline or airlines to operate these air services and shall fix the date of inauguration of these services, subject to issue of the permit provided for in article II below.

*Article II*

(a) Each Contracting Party shall, subject to the provisions of article VII hereunder, issue the necessary operating permit forthwith to the airline or airlines designated by the other Contracting Party.

(b) The aeronautical authorities of either Contracting Party may, before authorizing the airlines designated by the other Contracting Party to inaugurate the services described in the annex, require the said airlines to satisfy them that they are qualified to fulfil the conditions prescribed by or under the laws and regulations normally applied by these authorities to the operation of international air services.

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<sup>1</sup> Came into force on 7 January 1955, date fixed by an exchange of notes, in accordance with article XII.

<sup>2</sup> See p. 241 of this volume.

*Article III*

(a) The tariffs shall be fixed at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service (such as standards of speed and accommodation) and the tariffs of other airlines, for the whole or part of the same route. These tariffs shall be fixed in accordance with the following provisions of this article.

(b) The tariffs referred to in paragraph (a) of this article, together with the rates of agency commission used in conjunction with them, shall be agreed, in respect of each of the specified routes, between the designated airlines, in consultation with other airlines operating over the whole or part of that route and 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 aeronautical authorities of both Contracting Parties.

(c) If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be fixed in accordance with the provisions of paragraph (b) of this article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

(d) If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (b) of this article or on the determination of any tariff under paragraph (c), the dispute shall be settled in accordance with the provisions of article VIII of this Agreement.

*Article IV*

(a) The Contracting Parties agree that the charges imposed for the use of airports and other facilities by the airline or airlines designated by them shall not be higher than those which would be paid for the use of such airports and facilities by its national aircraft engaged in similar international air services.

(b) Fuel, lubricating oils, spare parts, regular equipment and aircraft stores introduced into or placed on board aircraft in the territory of either Contracting Party by or on behalf of an airline designated by the other Contracting Party and intended solely for use by aircraft employed by that airline for the operation of the services specified in the annex, shall be accorded, with respect to customs duties, inspection fees and other national duties and charges, treatment not less favourable than that applied to national airlines or to the airlines of the most favoured State.

(c) All aircraft operated on the air services specified in the annex by an airline designated by one Contracting Party and fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board such aircraft on their arrival in or departure from the territory of the other Contracting Party shall be exempt from customs duties, inspection fees and other national duties or charges, even though such supplies be used or consumed by or on such aircraft on flights over the said territory.

(d) Supplies exempted under the above provisions may not be unloaded without the consent of the customs authorities of the other Contracting Party. If they cannot be used or consumed they shall be re-exported. Pending re-exportation, they shall be kept under the supervision of the said authorities but shall remain at the disposal of the airlines.

#### *Article V*

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by either Contracting Party shall be recognized by the other Contracting Party for the purpose of operating the services specified in the annex. Each Contracting Party reserves the right, however, to refuse to recognize as valid, for flights over its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party or by a third State.

#### *Article VI*

(a) The laws and regulations of either Contracting Party governing the admission to, stay in and departure from its territory of aircraft engaged in international air navigation or the operation, control and navigation of such aircraft while within its territory, shall also apply to aircraft of any airline designated by the other Contracting Party.

(b) Passengers, crews and consignors of cargo shall be required to comply, either in person or through a third party acting in their name and on their behalf, with the laws and regulations governing in the territory of each Contracting Party the admission to, stay in and departure from that territory of passengers, crews or cargo, such as those relating to entry, clearance, immigration, passports, customs and health formalities.

(c) Members of the crew of any aircraft used for the operation of an agreed service under this Agreement shall be exempt from passport and visa requirements provided they hold an identity document as provided in paragraph 3.10 or paragraph 3.11 of annex 9 to the Chicago Convention.

#### *Article VII*

Each Contracting Party reserves the right to withhold the grant of an operating permit from an airline designated by the other Contracting Party or to revoke such permit in any case where it is not satisfied that the main ownership and effective control of that airline are vested in the other Contracting Party or in nationals or bodies of either Contracting Party, in any case where the airline fails to comply with the laws and regulations referred to in article VI or with an arbitral decision given in accordance with the provisions of article VIII, fails to fulfil its obligations under this Agreement or ceases to meet the conditions under which rights were granted under this Agreement and its annex.

However, and unless revocation of the permit is essential to prevent further infractions, this right shall be exercised only after consultation with the other Contracting Party.

#### *Article VIII*

(a) The Contracting Parties agree to submit to arbitration any dispute relating to the interpretation or application of this Agreement and its annex, which cannot be settled by direct negotiation between the airlines concerned, between the aeronautical authorities or between the respective Governments.

(b) Such arbitration shall be conducted in accordance with the rules provided in chapter XVIII of the Convention on International Civil Aviation, signed at Chicago on 7 December 1944.<sup>1</sup>

(c) Nevertheless, the Contracting Parties may, by mutual agreement, settle the dispute by referring it to an arbitral tribunal or to any other person or body designated by them.

(d) The cost of the arbitration shall be fixed by the arbitral decision and shall be borne equally by the Contracting Parties.

(e) The Contracting Parties undertake to comply with the decision given.

#### *Article IX*

This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization set up by the Convention on International Civil Aviation.

#### *Article X*

(a) In a spirit of close collaboration, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the application of the principles defined in this Agreement and its annex and their satisfactory execution.

(b) This Agreement and its annex shall be brought into harmony with any multilateral agreement which may become binding upon the two Contracting Parties.

(c) If either Contracting Party wishes to modify a provision of this Agreement or its annex, such modification, if agreed upon by the Contracting Parties, shall enter into force when it has been confirmed by an exchange of diplomatic notes. Such modification may be effected as a result of a consultation between the Contracting Parties, which must commence within sixty days from the date of the request therefor by either Party.

(d) Each Contracting Party may at any time give notice to the other of its desire to terminate this Agreement. Such notice shall be communicated simultaneously

<sup>1</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; Vol. 199, p. 362; Vol. 252, p. 410; Vol. 324, p. 340, and Vol. 355, p. 418.

to the International Civil Aviation Organization. The Agreement shall terminate twelve months after the date of receipt of the said notice by the other Contracting Party, unless the notice is withdrawn by mutual agreement before the expiry of that period. If the other Contracting Party fails to acknowledge receipt of the notice, the latter shall be deemed to have been received fourteen days after receipt thereof by the International Civil Aviation Organization.

*Article XI*

For the purpose of this Agreement and its annex, except where the text otherwise provides :

(a) The expression "aeronautical authority" means : in the case of Austria, the Bundesministerium für Verkehr und verstaatlichte Betriebe, Amt für Zivilluftfahrt (Federal Ministry of Transport and Nationalized Industries, Civil Air Office) or any person or body authorized to perform the functions at present exercised by that authority; in the case of Belgium, the Administration de l'Aéronautique (Aeronautical Administration) or any person or body authorized to perform the functions at present exercised by that Authority ;

(b) The expression "designated airline" means any airline notified in writing by the aeronautical authority of one Contracting Party to the aeronautical authority of the other Contracting Party as being the airline designated by it under articles I and II of this Agreement to operate the air services mentioned in the notification ;

(c) The term "territory" shall have the meaning given to it in article 2 of the Convention on International Civil Aviation ;

(d) Account shall be taken of the definitions given in article 96 of the Convention on International Civil Aviation.

*Article XII*

The date of entry into force of this Agreement and its annex shall be fixed by an exchange of diplomatic notes.

DONE at Vienna, on 7 January 1955, in duplicate, in the French and German languages, both texts being equally authentic.

For the Belgian  
Government :

Comte F. DU CHASTEL

For the Federal Government  
of Austria :

FIGL

## ANNEX

## A

The airlines designated by each Contracting Party shall enjoy, in the territory of the other Contracting Party, the right to make non-traffic stops; they may also use airports and other facilities provided for international traffic. They shall also enjoy, in the territory of the other Contracting Party, the right to pick up and set down international traffic in passengers, mail and cargo in accordance with the terms of this Agreement,<sup>1</sup> excluding any right of cabotage in the territory of the other Contracting Party.

## B

The airlines designated by each Contracting Party shall enjoy fair and equitable treatment in operating the agreed services under the terms laid down by this Agreement and its annex.

## C

(a) The transport capacity offered by each of the designated airlines shall be adapted to traffic requirements.

(b) In the operation of common routes, the designated airlines shall take into account their mutual interests so as not to affect unduly their respective air services.

(c) The air services specified in this annex shall have as their essential purpose the provision of capacity adequate to meet the traffic requirements between the country of the designated airline and the country of destination.

(d) The right to pick up or set down in the territory of either Contracting Party, at the points specified in this annex, international traffic destined for or coming from third countries shall be exercised in accordance with the general principles of orderly development to which the Contracting Parties subscribe and in such a manner that capacity shall be related to :

1. The requirements of traffic between the country of origin and the countries of destination ;
2. The requirements of economic operation of the air services specified in this annex ;
3. The traffic requirements of the areas through which the airlines pass, local and regional air services being taken into account.

## D

(a) The airline or airlines designated by Belgium may operate international air services as follows :

Belgium — intermediate points, if necessary — a point or points in Austria — points beyond, if necessary — in both directions.

(b) The international air service or services which the airline or airlines designated by Austria may operate shall be specified later. As soon as Austria so requests, the Contracting Parties shall specify those services forthwith on a basis of strict reciprocity.

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<sup>1</sup> See p. 236 of this volume.

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT<sup>1</sup>  
AMENDING THE AIR TRANSPORT AGREEMENT OF  
7 JANUARY 1955 BETWEEN BELGIUM AND AUSTRIA.<sup>2</sup>  
BRUSSELS, 29 DECEMBER 1955

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I

EMBASSY OF AUSTRIA  
BRUSSELS

No. 17643-A/55

Brussels, 29 December 1955

Sir,

With reference to note verbale No. B<sup>4</sup> 620.13/56.423, dated 21 December 1955, and the Austrian Embassy's note No. 12278-A/55 of 10 December, I have the honour to inform you that the Federal Government is prepared to amend the Air Transport Agreement between Belgium and Austria of 7 January 1955<sup>3</sup> as follows :

"The Federal Government of Austria and the Belgian Government agree that, in addition to the rights specified in section A of the annex, the airlines designated by the two Contracting Parties in accordance with article I, paragraph (b), of the Air Transport Agreement between Belgium and Austria, signed at Vienna on 7 January 1955, shall also enjoy the right of transit over the territory of the other Contracting Party.

"In exercising this right, the airlines shall comply with the provisions of article VI, paragraph (a), of the Agreement."

I should be grateful if you would kindly confirm this note and I take the liberty, at the same time, of proposing that this note and your letter of acceptance should together constitute an amendment to the Air Transport Agreement between Belgium and Austria.

I have the honour to be, etc.

FUCHS

His Excellency Mr. Paul-Henri Spaak  
Minister for Foreign Affairs and Foreign Trade  
Brussels

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<sup>1</sup> Came into force on 29 December 1955 by the exchange of the said letters.

<sup>2</sup> See p. 236 of this volume.



## II

## MINISTRY OF FOREIGN AFFAIRS AND FOREIGN TRADE

B<sup>4</sup> 620.13/50.026

Brussels, 29 December 1955

Sir,

I have the honour to acknowledge receipt of your letter No. 17643-A/55, dated 29 December 1955.

I wish to confirm to you the agreement of the Belgian Government with the proposal of the Austrian Government to amend the Air Transport Agreement between Belgium and Austria of 7 January 1955 as follows :

[See letter I]

As you propose, your letter of 29 December 1955 and this reply shall constitute an amendment to the Air Transport Agreement between Belgium and Austria.

I have the honour to be, etc.

P.-H. SPAAK

His Excellency Mr. Martin Fuchs  
Ambassador of Austria  
Brussels

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