

No. 5473

**BELGIUM
and
IRAN**

**Agreement (with annex) relating to air transport between
and beyond their respective territories. Signed at
Tehran, on 14 April 1958**

Official texts: French and Persian.

Registered by Belgium on 5 December 1960.

**BELGIQUE
et
IRAN**

**Accord (avec annexe) relatif aux transports aériens entre
leurs territoires respectifs et au-delà. Signé à Téhéran,
le 14 avril 1958**

Textes officiels français et persan.

Enregistré par la Belgique le 5 décembre 1960.

[TRANSLATION — TRADUCTION]

No. 5473. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF BELGIUM AND THE IMPERIAL GOVERNMENT OF IRAN RELATING TO AIR TRANSPORT BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT TEHRAN, ON 14 APRIL 1958

His Majesty the King of the Belgians and
His Imperial Majesty the Shahanshah of Iran,

Being equally desirous of concluding an agreement for the purpose of establishing and operating air services between and beyond their respective territories, have appointed their plenipotentiaries for this purpose as follows :

His Majesty the King of the Belgians :

His Excellency Mr. Paul Bihin, Ambassador of Belgium at Tehran;

His Imperial Majesty the Shahanshah of Iran :

His Excellency Dr. Ali-Gholi Ardalan, Minister of Foreign Affairs,

who, having exhibited and exchanged their full powers, found in good and due form, have agreed as follows :

Definitions

For the purposes of this Agreement, unless the context otherwise requires :

(a) The term " Aeronautical Authorities " means :

—In the case of Belgium, the Ministry of Communications, Aeronautical Administration, and any other person or agency authorized to perform the functions exercised at present by that Administration, or similar functions, and

—In the case of Iran, the Department of Civil Aviation and any other person or agency authorized to perform the functions exercised at present by that Department, or similar functions.

(b) The term " Convention " means the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944.²

¹ Came into force on 10 November 1960, the date of the exchange of the instruments of ratification at Brussels, in accordance with article 17. This Agreement is not applicable to the Trust Territory of Ruanda-Urundi.

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. 139, p. 469; Vol. 178, p. 420; Vol. 199, p. 362; Vol. 252, p. 410; Vol. 324, p. 340, and Vol. 355, p. 418.

(c) The terms “ territories ”, “ air service ”, “ international air service ”, “ airline ” and “ stop for non-traffic purposes ” shall have the meanings assigned to them in articles 2 and 96 of the Convention.

Article 1

Subject to the provisions of this Agreement, each Contracting Party grants to the airline or airlines designated by the other Contracting Party, the right of transit and the right to make stops for non-traffic purposes in its territory and, for the purpose of operating the services specified in the attached annex,¹ the right to make stops for non-traffic purposes and to pick up or set down international traffic in passengers, mail and cargo.

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 this Agreement, services on the routes specified in the annex. On receipt of the designation, the other Contracting Party shall, subject to the provisions of article 3 of this Agreement, without delay grant the appropriate operating permit to the designated airline or airlines, it being understood that the designated airline or airlines shall, upon request, 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 Party relating to the operation of international air services. Any airline so designated and authorized may begin to operate the agreed services immediately thereafter.

(b) It is also understood that in areas which are under military control or which may be affected by hostilities, the operation of such services shall be subject to the approval of the competent military authorities.

Article 3

(a) Each Contracting Party reserves the right to withhold from an airline or airlines the rights specified in article 1 of this Agreement, or to withdraw the rights granted, or to impose such conditions as it may deem necessary on the exercise of the said rights in any case where it is not satisfied that the main ownership and effective control of the airline or airlines are vested in the Contracting Party which designated the airline or airlines or in its nationals.

(b) Each Contracting Party shall also have the right to suspend the exercise of the rights granted under article 1 of this Agreement, or to make their exercise subject to such conditions as it may deem necessary, in any case where the designated airline or airlines have failed to comply with the provisions of articles 11

¹ See p. 333 of this volume.

Convention, dans leur texte actuel ou aux conditions prescrites au présent Accord. Ce droit ne sera exercé qu'après consultation de l'autre Partie Contractante.

Article 4

Rien dans les dispositions du présent Accord ne sera interprété ou considéré comme conférant à l'autre Partie Contractante ou à ses entreprises des droits uniques et exclusifs ou comme établissant une discrimination à l'égard des entreprises de tout autre pays.

Article 5

Rien dans les dispositions du présent Accord ne sera interprété ou considéré comme conférant aux entreprises désignées par l'une des Parties Contractantes le droit d'embarquer sur le territoire de l'autre Partie Contractante, des passagers, des marchandises ou du courrier transporté contre rémunération, à destination d'un autre point du même territoire.

Article 6

Les entreprises désignées bénéficieront de possibilités égales et équitables pour l'exploitation des services convenus, sur les itinéraires spécifiés entre leurs territoires respectifs et au-delà. En exploitant les services convenus, les entreprises désignées de chacune des Parties Contractantes prendront en considération les intérêts de l'entreprise ou des entreprises de l'autre Partie Contractante, afin de ne pas affecter indûment les services que ces dernières offrent sur tout ou partie des mêmes routes.

Article 7

Les services convenus assurés par les entreprises désignées des deux Parties Contractantes, devront répondre aux besoins du public, en ce qui concerne le transport aérien sur les itinéraires spécifiés; leur but principal sera d'assurer, suivant un coefficient de charge utile raisonnable, une capacité suffisant aux besoins courants et raisonnablement prévisibles, pour le transport de passagers, de marchandises et de courrier, entre le territoire de la Partie Contractante ayant désigné la ou les entreprises et le territoire des pays de destination. Le transport de passagers, de marchandises et de courrier embarqués et débarqués à des points sur les itinéraires spécifiés, situés dans les territoires d'États autres que celui qui a désigné la ou les entreprises, sera assuré en tenant compte du principe général que la capacité doit correspondre

- a) aux besoins du trafic entre le pays d'origine et les pays de destination;
- b) aux besoins d'un service aérien long-courrier;
- c) aux besoins du trafic des pays traversés après avoir tenu compte des intérêts des autres services de transport aérien établis par les entreprises de ces pays.

and 13 of the Convention, as at present worded, or with the conditions prescribed by this Agreement. This right shall be exercised only after consultation with the other Contracting Party.

Article 4

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

Article 5

Nothing in the provisions of this Agreement shall be construed or regarded as conferring on the airlines designated by either Contracting Party 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 airlines to operate the agreed services on the specified routes between and beyond their respective territories. In the operation of the agreed services, the designated airlines of each Contracting Party shall take into consideration the interests of the airline or airlines of the other Contracting Party so as not to affect unduly the services which the latter airline or airlines offer on all or part of the same routes.

Article 7

The agreed services provided by the designated airlines of the two Contracting Parties shall meet the requirements of the public for air transport on the specified routes; their primary objective shall be to provide, at a reasonable load factor, capacity adequate to the current and reasonably foreseeable requirements for transport of passengers, cargo and mail between the territory of the Contracting Party which designated the airline or airlines and the territory of the countries of destination. The carriage of passengers, cargo or mail picked up or set down at points on the specified routes situated in the territories of States other than the State which designated the airline or airlines, shall be effected taking into account the general principle that capacity shall be related to :

- (a) The traffic requirements between the country of origin and the countries of destination;
- (b) The requirements of through airline operation;
- (c) The traffic requirements of the countries traversed, the interests of other air transport services established by the airlines of those countries being taken into account.

Article 8

(1) The tariffs for the agreed services shall be fixed at reasonable rates, account being taken of all relevant factors including economy of operation, reasonable profit and the characteristics of the service, as well as the tariffs applied by other scheduled airlines operating over all or part of the specified route.

(2) The tariffs to be applied by each of the airlines designated under this Agreement in respect of traffic on any one of the specified air routes between the territories of the two Contracting Parties or between the territories of third countries and the territory of one of the Contracting Parties shall be fixed either :

- (a) In accordance with such tariff resolutions as may have been adopted by an airlines' association of which the designated airlines are members, and accepted for that purpose by the two Contracting Parties; or
- (b) By agreement between the designated airlines where the latter are not members of the same airlines' association or where no such resolution as referred to in paragraph (2), sub-paragraph (a), above exists.

(3) The tariffs so fixed shall be submitted for approval by the Aeronautical Authorities of the two Contracting Parties and shall become effective forty-five days after receipt of notice thereof by the said Aeronautical Authorities, unless either Contracting Party has given notice of its disapproval.

Article 9

Articles 15, 24, 31, 32 and 33 of the Convention, as at present worded, shall apply between the Parties for the duration of this Agreement as if those articles formed an integral part thereof. If the two Contracting Parties, being parties to the Convention, ratify amendments to those articles and the amendments come into force in accordance with article 94 of the Convention, those articles as amended shall apply between the Contracting Parties to this Agreement.

Article 10

In order to avoid any discrimination and to ensure equality of treatment :

(1) Each Contracting Party may impose or permit to be imposed fair and reasonable charges for the use of airports and other facilities; these charges 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 services.

(2) Fuel, lubricating oils and spare parts taken on board aircraft in or introduced into the territory of one Contracting Party by or on behalf of the other

Contracting Party or its designated airlines and intended solely for use by the aircraft of those airlines shall be accorded, with respect to customs duties, inspection fees and other national or local duties and charges, treatment as favourable as that applied by the first Contracting Party to its national airlines operating international air services or to the airlines of the most favoured nation.

(3) Aircraft used on the agreed services by the airline or airlines designated by either Contracting Party and fuel, lubricating oils, spare parts, regular equipment and aircraft stores remaining on board such aircraft shall, on arrival in or departure from the territory of the other Contracting Party, be exempt from customs duties, inspection fees and other national or local duties and charges, even though such supplies be used or consumed on flights over the said territory.

Article 11

The Aeronautical Authorities of either Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party, at their request, such information and statistics as may reasonably be requested concerning the frequency and capacity of the agreed services and the traffic carried by their designated airlines to and from the territory of the other Contracting Party or in transit across that territory, including information concerning the origin and destination of such traffic. Such information and statistics shall not exceed what is normally required by the Council of the International Civil Aviation Organization.

Article 12

(a) If either Contracting Party 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. If the aforesaid authorities agree to modification of this Agreement, such modification shall come into force after it has been confirmed by an exchange of diplomatic notes and shall be communicated forthwith to the Council of the International Civil Aviation Organization.

(b) Any change made by either Contracting Party in the specified routes or any omission of a stop on those specified routes on any or all flights, with the exception of a change in the 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 make such changes or omissions unilaterally, provided, however, that notice of any change or omission shall be given forthwith to the Aeronautical Authorities of the other Contracting Party.

Article 13

If a dispute arises between the two Contracting Parties relating to the interpretation or application of this Agreement, they shall first endeavour to settle it by direct negotiation. If the Contracting Parties fail to reach a settlement by such negotiation, they may agree to refer the dispute, for decision, to a person or body or to an arbitral tribunal designated by mutual agreement. If they do not so agree, or if, having agreed to refer the dispute to an arbitral tribunal, they cannot reach agreement regarding its composition, either Contracting Party may submit the case to any competent tribunal which may hereafter be established within the International Civil Aviation Organization. If there is no such tribunal, the dispute may be referred to the Council of the Organization or, failing this, to the International Court of Justice.

The Contracting Parties undertake to comply with any decision given under this article.

If and so long as either Contracting Party or an airline or airlines designated by it fails to comply with a decision given under this article, the other Contracting Party may limit, withhold or revoke any rights which it has granted by virtue of this Agreement to the Contracting Party in default or to the designated airline or airlines in default.

Article 14

If a general multilateral convention on scheduled international air transport comes into force between the two Contracting Parties, this Agreement shall be amended so as to conform with the provisions of that convention.

Article 15

This Agreement shall terminate one year after the date of receipt by either Contracting Party of notice given by the other Contracting Party of its desire to terminate the Agreement, unless such notice is withdrawn by mutual agreement before the expiry of this period. Such notice shall be simultaneously communicated to the Council of the International Civil Aviation Organization. The Contracting Party receiving notice of termination of the Agreement shall acknowledge receipt thereof. In the absence of such acknowledgment, the notice shall be deemed to have been received fourteen days after its receipt by the Council of the International Civil Aviation Organization.

Article 16

This Agreement and any amendments thereto shall be registered with the International Civil Aviation Organization.

Article 17

This Agreement shall be ratified and shall enter into force upon the exchange of the instruments of ratification.

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

DONE at Tehran, on 14 April 1958, in duplicate, in the French and Persian languages, both texts being equally authentic.

For the Government
of the Kingdom of Belgium :
Paul BIHIN

For the Imperial Government
of Iran :
ARDALAN

ANNEX

1. Routes to be served by the airlines or airline designated by the Government of the Kingdom of Belgium :

Points in Belgium, via intermediate points in Europe, in the Near East and in the Middle East, to Tehran and/or Abadan and points beyond, in both directions.

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

Points in Iran, via intermediate points in the Middle East, in the Near East and in Europe, to Brussels and/or Antwerp and points beyond, in both directions.

3. The airline or airlines designated by the Government of the Kingdom of Belgium shall not have the right :

—To pick up in Iran passengers, mail or cargo destined for the territories of West Pakistan, Afghanistan, Iraq, Syria, Saudi Arabia or Kuwait.

—To set down in Iran passengers, mail or cargo originating in the said territories.

4. The airline or airlines designated by the Imperial Government of Iran shall not have the right :

—To pick up in Belgium passengers, mail or cargo destined for West Germany, Austria or the United Kingdom.

—To set down in Belgium passengers, mail or cargo originating in the said territories.

5. The airline or airlines designated by the Government of the Kingdom of Belgium shall not have the right to operate all-cargo services between Tehran and Beirut and vice versa.