

No. 5646

**NETHERLANDS
and
GUINEA**

**Air Transport Agreement (with annex). Signed at Conakry,
on 9 March 1960**

Official text: French.

Registered by the International Civil Aviation Organization on 27 March 1961.

**PAYS-BAS
et
GUINÉE**

**Accord relatif au transport aérien (avec annexe). Signé
à Conakry, le 9 mars 1960**

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 27 mars 1961.

[TRANSLATION — TRADUCTION]

No. 5646. AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS AND THE GOVERNMENT OF THE REPUBLIC OF GUINEA. SIGNED AT CONAKRY, ON 9 MARCH 1960

The Government of the Kingdom of the Netherlands and the Government of the Republic of Guinea (hereinafter termed the Contracting Parties), desiring to encourage civil air transport between and beyond the Netherlands and the Republic of Guinea and taking into consideration the resolution adopted on 7 December 1944 at the International Civil Aviation Conference at Chicago, Illinois, United States of America, hereby agree as follows :

Article 1

The Contracting Parties grant each other the rights specified in the annex^a hereto with a view to the establishment of air services (hereinafter termed “agreed services”) on the routes mentioned therein (hereinafter termed “specified routes”).

Article 2

(1) The agreed services may be inaugurated immediately or at a later date, at the option of the Contracting Party to which the rights are granted, but not before :

(a) the Contracting Party to which the rights are granted has designated an airline or airlines (hereinafter termed “the designated airline or airlines”) for the specified route or routes, and

(b) the Contracting Party granting the rights has issued the appropriate operating permit to the designated airline or airlines which, subject to the provisions of paragraph (2) of this article and of article 5, it shall do without unreasonable delay.

(2) The designated airline or airlines may be required to prove qualification under the laws and regulations normally applied by the aeronautical authorities of the other Contracting Party to the operation of international air services.

¹ Applied provisionally from 9 March 1960, the date of signature, in accordance with article 11.

^a See p. 253 of this volume.

Article 3

In order to prevent discriminatory practices and to ensure equality of treatment, it is agreed that :

(a) stocks of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board aircraft of the designated airlines of one Contracting Party shall be exempt, on arrival in the territory of the other Contracting Party, from all national duties and charges, including customs duties and inspection fees, even though such supplies be used or consumed by such aircraft on flights over that territory.

Stocks enjoying the exemption defined above may not be unloaded save with the approval of the customs authorities of the other Contracting Party. When unloaded, they shall be kept under customs supervision until needed for the aircraft or until re-exportation ;

(b) stocks 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 other Contracting Party by or on behalf of a designated airline of the first Contracting Party and intended solely for the operation of the agreed services 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 be used or consumed by such aircraft on flights over that territory. Stocks so introduced shall be kept under customs control until they are needed for the aircraft or until re-exportation.

Article 4

(a) The laws and regulations of one Contracting Party relating to the admission to and departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall apply equally and without distinction as to nationality to aircraft of the designated airline or airlines of the other Contracting Party.

Such aircraft shall comply therewith upon entry into and departure from the territory of the first Contracting Party and while within that territory.

(b) The laws and regulations of one Contracting Party relating to the admission to and departure from its territory of passengers, crews or cargo of aircraft, such as those governing entry, clearance, immigration, passports, customs and quarantine, shall be observed, either personally or through a third party acting on their behalf, by the passengers, crews and cargoes of aircraft

of the airline or airlines of the other Contracting Party while within the territory of the first Party.

Article 5

Each Contracting Party reserves the right to withhold or revoke the exercise of the rights specified in the annex to this Agreement by an airline designated by the other Contracting Party where it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other Contracting Party or where such airline fails to comply with the laws and regulations referred to in article 4 or to fulfil its obligations under this Agreement and its annex.

Article 6

The tariffs to be applied by the designated airline or airlines of each Contracting Party on the specified routes or on any part thereof shall be fixed by the IATA procedure. If an IATA conference is unable to agree on a tariff, the said tariff shall be fixed by the designated airlines concerned, subject to the approval of their respective Governments.

Article 7

This Agreement and all contracts connected therewith shall be registered with the International Civil Aviation Organization (ICAO).

Article 8

(a) Should either Contracting Party consider it desirable to modify any clause of this Agreement or of its annex, the competent aeronautical authorities of the Contracting Parties shall consult together with a view to such modification. The consultations shall begin within sixty days from the date of the request therefor; if the said authorities reach agreement on the modifications to be made, such modifications shall take effect after they have been confirmed by an exchange of diplomatic notes.

(b) A modification made by either Contracting Party in the specified routes which does not affect stops in the territory of the other Contracting Party shall not be considered a modification of this Agreement. The aeronautical authorities of either Contracting Party may therefore proceed unilaterally to make such a modification provided, however, that notice thereof shall be given without delay to the aeronautical authorities of the other Contracting Party.

Article 9

Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or of its annex which cannot be settled by direct negotiation shall be referred to an arbitral tribunal of the Contracting Parties' choice or to the International Court of Justice. The Contracting Parties undertake to comply with the decisions of the arbitral tribunal or with those delivered by the International Court of Justice.

Article 10

Either Contracting Party may at any time notify the other Contracting Party of its desire to denounce this Agreement. Such notice shall be given at the same time to the International Civil Aviation Organization.

This Agreement shall terminate not less than twelve months after the date of receipt of the notice by the second Contracting Party, unless it is withdrawn by agreement before the expiry of the said period.

In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen days after its receipt by the International Civil Aviation Organization.

Article 11

This Agreement shall be applied provisionally from the date of its signature; it shall enter into force on a date to be fixed by an exchange of notes certifying that the formalities prescribed by the municipal law of each Contracting Party have been complied with.

In the case of the Kingdom of the Netherlands, the Agreement shall apply only to the territory in Europe.

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

DONE at Conakry, on 9 March 1960, in duplicate, in the French language.

For the Government of the Kingdom of the Netherlands :

(Signed) L. NOË
Ambassador of the Netherlands

For the Government of the Republic of Guinea :

(Signed) F. CISSE
Minister of Labour and Social Affairs
responsible for Foreign Affairs

ANNEX

The airline or airlines designated by each Contracting Party shall enjoy on each of the routes specified in the attached schedules in the territory of the other Contracting Party the right of transit, the right to make stops for non-traffic purposes and the right to pick up and set down international traffic in passengers, mail and cargo.

SCHEDULES

I — *List of routes to be served by the airline or airlines to be designed by the Government of the Kingdom of the Netherlands*

Netherlands via intermediate points to Conakry and beyond, in both directions.

II — *List of routes to be served by the airline or airlines to be designed by the Government of the Republic of Guinea*

Guinea via intermediate points to Amsterdam and beyond, in both directions.

NOTE. The designated airlines may on any flight omit calling at any point or points in the above schedules.