

No. 9248

**NETHERLANDS
and
TRINIDAD AND TOBAGO**

**Agreement for the establishment and operation of air services
(with annex). Signed at The Hague, on 3 July 1967**

Official text: English.

Registered by the International Civil Aviation Organization on 18 September 1968.

**PAYS-BAS
et
TRINITÉ-ET-TOBAGO**

**Accord relatif à la création et à l'exploitation de services
aériens (avec annexe). Signé à La Haye, le 3 juillet 1967**

Texte officiel anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 18 septembre 1968.

No. 9248. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS AND THE GOVERNMENT OF TRINIDAD AND TOBAGO FOR THE ESTABLISHMENT AND OPERATION OF AIR SERVICES. SIGNED AT THE HAGUE ON 3 JULY 1967

The Government of the Kingdom of the Netherlands and the Government of Trinidad and Tobago, hereinafter referred to as the Contracting Parties, desiring to stimulate civil air transportation between and beyond their respective territories, hereby conclude the following agreement :

Article 1

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement, for the purpose of establishing scheduled international air services on the routes specified in the Annex hereto. Such services and routes are hereafter referred to as "agreed services" and "specified routes" respectively.

2. The airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route the following rights :

- (a) to fly without landing across the territory of the other Contracting Party;
- (b) to make stops in the said territory for non-traffic purposes;
- (c) to make stops in the territory of the other Contracting Party for taking on and putting down passengers, mail and cargo in international traffic.

3. Nothing in paragraph 2 of this Article shall be deemed to confer on the designated airlines of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined to be set down at another point in the territory of the other Contracting Party.

Article 2

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 the agreed services on the specified routes.

¹ Came into force provisionally on 3 July 1967 by signature, in accordance with article 15.

2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this Article, without delay grant to the airline or airlines designated the appropriate operating authorizations.

3. 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 normally and reasonably applied to the operation of international air services by such Authorities in conformity with the provisions of the Convention on International Civil Aviation (Chicago, 1944).¹

4. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 1, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

5. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 7 of the present Agreement is in force in respect of that service.

Article 3

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 1 of the present Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights :

- (a) 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 such Contracting Party, or
- (b) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights, or
- (c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

¹ See footnote 2, p. 4 of this volume.

Article 4

1. Aircraft operated on international services by the designated airlines of either Contracting Party, as well as their regular equipment, spare parts, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported, or are used on the part of the journey performed over that territory.

2. Supplies of fuels, lubricants, spare parts, regular equipment and aircraft stores introduced into the territory of one Contracting Party by or on behalf of a designated airline of the other Contracting Party or taken on board the aircraft operated by such designated airline and intended solely for use in the operation of international services shall be exempt from all national duties and charges, including customs duties and inspection fees imposed in the territory of the first Contracting Party, even when these supplies are to be used on the parts of the journey performed over the territory of the Contracting Party in which they are taken on board. The materials referred to above may be required to be kept under customs supervision or control.

3. The regular airborne equipment, spare parts, aircraft stores and supplies of fuels and lubricants retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that Party, who may require that those materials be placed under their supervision up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

Article 5

Passengers in transit across the territory of either Contracting Party shall be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 6

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

2. In operating the agreed services, the designated airlines of each Contracting Party shall take into account the interests of the designated airlines of the

other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating from or destined for the territory of the Contracting Party which had designated the airline. Provision for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to :

- (a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- (b) traffic requirements of the area through which the agreed service passes, after taking account of other transport services established by airlines of the States comprising the area; and
- (c) the requirements of through airline operation.

Article 7

1. The tariffs to be charged by the designated airlines of either Contracting Party for the carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit and characteristics of service.

2. The tariffs referred to in paragraph 1 of this Article shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties, in consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association.

3. The tariffs so agreed shall be submitted for the approval of the Aeronautical Authorities of the Contracting Parties at least ninety (90) days before the proposed date of their introduction; in special cases, this time limit may be reduced, subject to the agreement of the said Authorities.

4. 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 2 of this Article, or if, during the first thirty (30) days of the ninety (90) days' period referred to in paragraph 3 of this Article, one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any

tariff agreed in accordance with the provisions of paragraph 2 of this Article, the Aeronautical Authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

5. If the Aeronautical Authorities cannot agree on the approval of any tariff submitted to them under paragraph 3 of this Article and on the determination of any tariff under paragraph 4, the dispute shall be settled in accordance with the provisions of Article 11 of the present Agreement.

6. Subject to the provisions of paragraph 5 of this Article, no tariff shall come into force if the Aeronautical Authorities of either Contracting Party have not approved it.

7. The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

Article 8

Either Contracting Party undertakes to grant to the other Contracting Party free transfer, at the official rate of exchange, of the excess of receipts over expenditure achieved on its territory in connection with the carriage of passengers baggage, mail and cargo by a designated airline of the other Contracting Party. Wherever the payments system between the Contracting Parties is governed by a special agreement, the special agreement shall apply.

Article 9

In a spirit of close co-operation, the Aeronautical Authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the Annex thereto.

Article 10

If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, or its Annex, it may request consultation with the other Contracting Party; such consultation, which may be between the Aeronautical Authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days of the date of the request. Any modifications so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes, which, in the case of modification of the Agreement, shall 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.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body, or the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute, and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators, as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as president of the arbitral body.

3. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.

Article 12

The present Agreement and its Annex shall be deemed to be amended without further agreement as may be necessary to conform with any multilateral convention or agreement which may become binding on both Contracting Parties.

Article 13

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article 14

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

(a) the term “the Convention” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;

(b) the term “Aeronautical Authorities” means, in the case of Trinidad and Tobago, the Minister responsible for the subject of Civil Aviation or any person or body authorized to perform any functions at present exercisable by the said Minister, or similar functions and, in the case of the Kingdom of the Netherlands, for the Netherlands the Director General of Civil Aviation in the Netherlands, for Surinam, the Director of Civil Aviation in Surinam, and for the Netherlands Antilles the Director of Civil Aviation in the Netherlands Antilles and any person or body authorized to perform any functions at present exercisable by the said Authorities;

(c) the term “designated airline” means an airline which has been designated and authorized in accordance with Article 2 of the present Agreement;

(d) the term “territory” in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection, mandate or trusteeship of that State; and

(e) the terms “air service”, “international air service”, “airline” and “stop for non-traffic purposes” have the meanings respectively assigned to them in Article 96 of the Convention.

Article 15

1. 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 diplomatic notes, which shall state that the formalities required by the national legislation of each Contracting Party have been accomplished.

2. As regards the Kingdom of the Netherlands, the Agreement shall be applicable to the Netherlands, Surinam and the Netherlands Antilles.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed the present Agreement.

DONE at The Hague, on 3 July 1967, in duplicate in the English language.

For the Government of the Kingdom of the Netherlands :
J. LUNS

For the Government of Trinidad and Tobago :
E. MAHABIR

ANNEX

SECTION I

ROUTE SCHEDULE

I. ROUTES TO BE OPERATED BY THE DESIGNATED AIRLINE OR AIRLINES
OF THE GOVERNMENT OF TRINIDAD AND TOBAGO

<i>Point of Departure</i>	<i>Intermediate Points</i>	<i>Destination in the Kingdom of the Netherlands</i>	<i>Points beyond</i>
<i>Route 1</i>			
Trinidad Tobago		Aruba Curacao	Jamaica Miami
<i>Route 2</i>			
Trinidad Tobago	Guyana	Surinam	Cayenne Points in Brazil Points in Argentina
<i>Route 3</i>			
Trinidad	Grenada St. Vincent Barbados St. Lucia Martinique Guadeloupe Dominica Antigua St. Kitts Br. Virgin Is. Lisbon A point in the United Kingdom A point in France A point in Switzerland A point in Germany	Amsterdam	

SECTION II

ROUTE SCHEDULE

II. ROUTES TO BE OPERATED BY THE DESIGNATED AIRLINE OR AIRLINES
OF THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS

<i>Point of Departure</i>	<i>Intermediate Points</i>	<i>Destination in Trinidad and Tobago</i>	<i>Points beyond</i>
<i>Route 1</i>			
Aruba Curacao		Trinidad Tobago	Georgetown Paramaribo
<i>Route 2</i>			
Aruba Curacao	St. Lucia* Barbados	Trinidad Tobago	
<i>Route 3</i>			
Surinam	Georgetown	Trinidad Tobago	Grenada Barbados San Juan (PR)
<i>Route 4</i>			
The Netherlands	A point in Germany A point in Switzerland A point in France A point in Spain Lisbon A point in Africa Paramaribo	Trinidad	Caracas Curacao/Aruba A point in Colombia A point in Panama A point in Ecuador A point in Peru A point in Chile

* Only stopover traffic rights between St. Lucia and Trinidad/Tobago.

SECTION III

NOTE 1 :

Points on the specified routes may, at the option of the designated airline(s), be omitted on any or all flights.

NOTE 2 :

Route 1 of Section II of the Annex may be operated with both the Netherlands Antilles and Surinam as the starting points of the services.

NOTE 3 :

When a designated airline intends to start operations on Route 2 of Section I of the Annex or on Route 3 of Section II of the Annex respectively, to points beyond the territory of the other Contracting Party, the exercise of 5th Freedom rights between that territory and such points beyond, shall be subject to consultation and prior agreement between that designated airline and the designated airline or airlines of the other Contracting Party designated to operate such routes.

NOTE 4 :

The exercise of 5th Freedom rights between Barbados—Trinidad/Tobago—Barbados on Route 2 of Section II of the Annex will be restricted to a frequency of one flight weekly. This limitation will no longer apply as from the moment when the airline designated by the other Contracting Party to operate Route 1 of Section I of the Annex notifies the Aeronautical Authorities of the Netherlands Antilles of its intention to exercise 5th Freedom rights on that route.
