

No. 10161

**NETHERLANDS
and
UNITED ARAB REPUBLIC**

**Agreement for the establishment of scheduled air services
between and beyond their respective territories (with
annex). Signed at Cairo on 5 August 1965**

Authentic texts : Dutch, English and Arabic.

Registered by the International Civil Aviation Organization on 5 January 1970.

**PAYS-BAS
et
RÉPUBLIQUE ARABE UNIE**

**Accord relatif à l'établissement de services aériens réguliers
entre les territoires des deux pays et au-delà (avec
annexe). Signé au Caire le 5 août 1965**

Textes authentiques : néerlandais, anglais et arabe.

Enregistré par l'Organisation de l'aviation civile internationale le 5 janvier 1970.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS AND THE GOVERNMENT OF THE UNITED ARAB REPUBLIC FOR THE ESTABLISHMENT OF SCHEDULED AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Government of the Kingdom of the Netherlands and the Government of the United Arab Republic, (hereinafter referred to as the Contracting Parties),

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the 7th day of December 1944, (hereinafter referred to as the Convention),

Considering that it is desirable to organize air services in a safe and orderly manner and to further as much as possible the development of international co-operation in this field, considering that it is also desirable to stimulate international air travel, at the lowest possible rates consistent with sound economic principles, as a means of promoting friendly understanding and goodwill among peoples and securing the many indirect benefits of this form of transportation to the common welfare of both countries,

And desiring to conclude an agreement for the purpose of promoting commercial scheduled air transport services between and beyond their respective territories,

Have agreed on the following provisions :

Article 1

1. Each Contracting Party grants to the other Contracting Party the right to operate air services (hereinafter referred to as the "agreed air services") on the routes specified in the Annex to this Agreement (hereinafter referred to as the "specified air routes").

2. Subject to the provisions of this Agreement, such services may be inaugurated in all or in part, immediately or at a later date at the option of the Contracting Party to whom the rights are granted.

¹ Provisionally applicable from 5 August 1965, the date of signature, and came into force definitively on 25 June 1966, the date of the exchange of notes between the Contracting Parties stating that the formalities required by their respective legislation had been accomplished, in accordance with article 18.

² United Nations, *Treaty Series*, vol. 15, p. 295; for the text of the Protocols amending this Convention, see vol. 320, pp. 209 and 217; vol. 418, p. 161, and vol. 514, p. 209.

Article 2

1. Each Contracting Party shall designate in writing to the other Contracting Party one or more airlines for the purpose of operating by virtue of the present Agreement the agreed air services.

2. On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraph 3 of this Article and of Article 3 of the present Agreement, without undue delay, grant to the airlines designated the appropriate operating permission.

3. The aeronautical authorities of one Contracting Party, before granting operating permission to an airline designated by the other Contracting Party, may require the airline to satisfy them that it is qualified to fulfil the conditions prescribed under the laws, rules and regulations which they normally apply to the operation of scheduled air services provided that such laws, rules and regulations do not conflict with the provisions of the Convention or of the present Agreement.

4. At any time after the provisions of paragraph 1 and 2 of this Article have been complied with, an airline so designated and authorized may begin to operate the agreed air services.

Article 3

1. Each Contracting Party shall have the right to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the rights specified in Article 5 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those rights 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 the Contracting Party designating the airline.

2. Each Contracting Party shall have the right to suspend the exercise by an airline of the rights specified in Article 5 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those rights in any case where the airline fails to comply with the laws, rules and regulations of the Contracting Party granting these rights or otherwise to operate in accordance with the conditions prescribed in the present Agreement. Such unilateral action, however, shall not take place before the intention to do so is notified to the other Contracting Party and consultation between the aeronautical

authorities of both Contracting Parties has not led to mutual agreement within a period of twenty eight days from the date of the said notification.

Article 4

1. The laws, rules and regulations of one Contracting Party, especially those relating to entry into or 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 to aircraft of the designated airlines of the other Contracting Party.

2. The laws, rules and regulations of one Contracting Party, especially those relating to entry into or departure from its territory of passengers, crew, or cargo of aircraft (such as regulations relating to entry, clearance, immigration, passports, customs, quarantine and exchange regulations) shall be applicable to the passengers, crew and cargo of the aircraft of the designated airlines of the other Contracting Party, while in the territory of the former Contracting Party.

Article 5

In the operation of the agreed air services, each Contracting Party grants the designated airlines of the other Contracting Party rights of transit and of non-traffic stops as well as subject to the provisions of Articles 6 and 7, the right of putting down and taking on in its territory, international traffic originating in or destined for the territory of the other Contracting Party or of a third country.

Article 6

1. There shall be a fair and equal opportunity for the designated airlines of each Contracting Party to operate on the specified air routes between their respective territories.

2. The air services provided by the designated airlines of either Contracting Party shall retain as their primary objective the provision, at a reasonable load factor, of capacity adequate to the current and reasonably anticipated traffic de-

mands between the territory of the Contracting Party designating the airlines and the countries of ultimate destination of the traffic.

3. The capacity offered by the designated airlines of both Contracting Parties shall be reasonably adapted to the traffic demands.

Article 7

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

Article 8

1. The aircraft of the designated airlines of one Contracting Party entering into, departing from or flying across the territory of the other Contracting Party as well as supplies of fuel, lubricants, spare parts, regular equipment and aircraft stores on board such aircraft on arrival in the territory of the other Contracting Party and remaining on board shall be exempt from customs duties and other charges, even though such supplies are used on such aircraft on flights in that territory.

2. The goods so exempt shall not be unloaded except with the approval of the customs authorities of the other Contracting Party and if unloaded, shall be kept under customs supervision until required for use on the aircraft of the designated airline or re-exported.

3. Fuel, lubricants, spare parts, regular equipment and aircraft stores imported under customs supervision for the account of the designated airlines of one Contracting Party in the territory of the other Contracting Party for the purpose of supplying the aircraft of the designated airlines and fuel, lubricants, spare parts, regular equipment and aircraft stores taken on board such aircraft under customs supervision in that territory shall likewise be exempt from customs duties and other charges even though such supplies are used on such aircraft on flights over the territory of the Contracting Party.

4. The same exemption from such duties and charges shall be granted for spare parts, regular equipment and aircraft stores taken from appropriate stores of other airlines and installed in or otherwise taken on board the aircraft under customs supervision.

Article 9

1. Each Contracting Party shall cause its designated airlines to provide to the aeronautical authorities of the other Contracting Party, as long in advance as practicable, copies of time tables, rate schedules and all other similar relevant information concerning the operation of the agreed air services and copies of all modifications of such time tables, rate schedules and information.

2. Each Contracting Party shall cause its designated airlines to provide to the aeronautical authorities of the other Contracting Party statistics relating to the traffic carried on any sector of their agreed services.

Article 10

1. Rates shall be fixed at a reasonable level, due regard being paid to all relevant factors, including costs of economical operations, reasonable profits, difference of characteristics of service (including standards of speed and accommodation) and the rates charged by other airlines operating scheduled air services on the route concerned or part thereof.

2. The rates to be charged by any of the airlines designated under this Agreement in respect of traffic between the territories of the two Contracting Parties, or between the territory of a third country and the territory of one of the Contracting Parties shall be fixed either :

- a.* In accordance with such rate resolutions as may be adopted by an airlines organization to which the designated airlines, under this Agreement, are members, and accepted for that purpose by the two Contracting Parties, or
- b.* by agreement between the airlines designated by both Contracting Parties to operate the agreed air services where these airlines are not members of the same airlines organization, or where no resolution as referred to in paragraph (*a*) above has been adopted; provided that, if either Contracting Party has not designated an airline in respect of any of the specified air routes and rates for

that route have not been fixed in accordance with paragraph (a) above, the airlines designated by the other Contracting Party to operate on that route may fix the rates therefor.

3. Rates fixed in accordance with paragraph 2 (b) shall be submitted to the aeronautical authorities of the two Contracting Parties and shall become effective thirty days after their receipt by the said aeronautical authorities unless either authority has given notice of its disapproval.

4. In the event that rates are not fixed in accordance with paragraph 2 above or that the aeronautical authorities of either Contracting Party disapprove of the rates so fixed, the Contracting Parties themselves shall endeavour to reach agreement and shall take all necessary steps to give effect to such agreement. Should the Contracting Parties fail to agree, the dispute shall be dealt with in accordance with article 15. Pending the settlement of the dispute by agreement or until it is decided under Article 15, the rates already established, or, if no rates have been established, reasonable rates, shall be charged by the airlines concerned.

Article 11

This Agreement shall be registered with the Council of the International Civil Aviation Organization set up by the Convention.

Article 12

In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties will, at the request of either authority, consult each other for the purpose of ensuring the observance of the principles and the fulfilment of the provisions set out in this Agreement and will exchange such information as may be reasonably required for that purpose.

Article 13

If a general multilateral convention on traffic rights for scheduled international air services comes into force in respect of both Contracting Parties, the present Agreement shall be amended so as to conform with the provisions of such convention.

Article 14

In case either of the Contracting Parties considers it desirable to modify this Agreement or its Annex, it may request consultation between the competent authorities of both Contracting Parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on the modifications their recommendations on the matter shall be confirmed by an exchange of diplomatic notes. In the case of modification of the Annex these notes shall indicate the date on which the modification comes into effect. In the case of modification of the Agreement the notes shall state that the modification shall come into effect as soon as both Parties have notified each other that the formalities required by their national legislation have been accomplished.

Article 15

Without prejudice to article 16 of this Agreement :

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 between themselves.

2. If the Contracting Parties fail within ninety days to reach a settlement by negotiation :

- a. They may agree to refer the dispute for decision to an arbitral tribunal appointed by agreement between them or to some other person or body; or
- b. If they do not agree or, if, having agreed to refer the dispute to an arbitral tribunal, they cannot reach agreement as to its composition within thirty days, either Contracting Party may submit the dispute for decision to the Council of the International Civil Aviation Organization.

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

4. If and so long as either Contracting Party or a designated airline of either Contracting Party, fails to comply with a decision given under paragraph 2 of this Article, the other Contracting Party may limit, withhold or revoke any rights which it has granted by virtue of the present Agreement to the Contracting Party or to the designated airline in default.

Article 16

Either Contracting Party may at any time give notice to the other, if it desires to terminate this Agreement. Such notice shall be simultaneously communicated to the Council of the International Civil Aviation Organization.

If such notice is given, this Agreement shall terminate twelve months after the date of receipt in 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 days after the receipt of the notice by the Council of the International Civil Aviation Organization.

Article 17

1. For the purpose of this Agreement the term “aeronautical authorities” shall mean, in the case of the Government of the United Arab Republic, the Director General of Civil Aviation, or any person or body authorized to perform any functions presently exercised by the said Director General or similar functions, and, in the case of the Netherlands Government, the Director General of Civil Aviation, or any person or body authorized to perform any functions presently exercised by the said Director General or similar functions.

2. The term “designated airlines” shall mean the air transport enterprises which the aeronautical authorities of one of the Contracting Parties have notified in writing to the aeronautical authorities of the other Contracting Party as being the airlines designated by it for the operation of the agreed air services.

3. The Annex to this Agreement shall be deemed to be part of the Agreement and all reference to the “Agreement” shall include references to the Annex except where otherwise expressly provided.

Article 18

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 notes stating that the formalities required by the national legislation of each Contracting Party have been accomplished.

As regards the Kingdom of the Netherlands the present Agreement shall not be applicable to Surinam and the Netherlands Antilles.

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

DONE at Cairo, the fifth day of August 1965 in the Netherlands, English and Arabic languages. In case of any divergence of interpretation the English text shall prevail.

For the Government of the Kingdom of the Netherlands:

A. H. PHILIPSE

For the Government of the United Arab Republic:

A. SEIF

ANNEX

A

1. Routes to be operated by the airlines designated by the Government of the United Arab Republic:

- a) From the United Arab Republic via intermediate points to Amsterdam, in both directions;
- b) From the United Arab Republic via intermediate points to Amsterdam and from there to Montreal and/or New York, in both directions.

2. Routes to be operated by the airlines designated by the Government of the Kingdom of the Netherlands:

- a) From the Netherlands to Cairo via Dusseldorf or Frankfurt or Munich, Geneva or Zurich, Rome, Vienna, Budapest, Sofia, Bucharest, Belgrade, Athens, Istanbul and/or Ankara;
- b) From Amsterdam to Cairo according to the schedule mentioned under par. a) above and from there to Djeddah, Basra, Abadan, Kuwait, Dahrán, Karachi, Kabul and/or Kandahar, Delhi or Calcutta and points beyond;
- c) From Amsterdam to Cairo according to the schedule mentioned under par. a) above and from there to Khartoum, Addis Ababa, Entebbe, Nairobi, Dar Es Salaam and points beyond.

B

The airlines may at their discretion omit points mentioned in the routes described above.

C

In case the designated airlines of either Contracting Party do not handle their own traffic in the territory of the other Contracting Party through their own office and by their own personnel, the airlines shall assign such functions to an organisation approved by the aeronautical authorities of the latter Contracting Party.