

No. 10472

**NETHERLANDS
and
CYPRUS**

**Agreement on commercial scheduled air transport (with
annex). Signed at Nicosia on 18 April 1969**

Authentic text : English.

Registered by the International Civil Aviation Organization on 12 May 1970.

**PAYS-BAS
et
CHYPRE**

**Accord relatif aux transports aériens commerciaux réguliers
(avec annexe). Signé à Nicosie le 18 avril 1969**

Texte authentique : anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 12 mai 1970.

AGREEMENT¹ BETWEEN THE KINGDOM OF THE NETHERLANDS AND THE REPUBLIC OF CYPRUS ON COMMERCIAL SCHEDULED AIR TRANSPORT

The Kingdom of the Netherlands and the Republic of Cyprus, hereinafter called in the present Agreement the Contracting Parties, both having ratified the Convention on International Civil Aviation opened for signature at Chicago, on the 7th day of December 1944,² hereinafter referred to in the present Agreement as the “Convention” and desiring to make arrangements for commercial scheduled air transport between and beyond their respective territories, and with a view to promoting tourism, have agreed on the following:

Article 1

For the purpose of the present Agreement and the Annex thereto the following terms have the following meaning, unless otherwise stated in the text:

(a) “Aeronautical Authorities” means in the case of the Kingdom of the Netherlands the Director General of Civil Aviation and in the case of the Republic of Cyprus the Civil Aviation Administration of the Ministry of Communications and Works or in both cases any other agency or person authorized to perform the functions presently exercised by the said Authorities.

(b) “Designated airline” means the airline that one of the Contracting Parties shall have designated in writing to the other Contracting Party, in accordance with Article 3 of the present Agreement, as the airline which is to operate the international air services on the routes specified in Article 2 of the present Agreement.

(c) “Territory”, “air service”, “international air service”, “airline” and “stop for non-traffic purposes” shall have, in the application of the present Agreement the meaning specified in Articles 2 and 96 of the Convention.

¹ Came into force provisionally on 18 April 1969 by signature, and definitively on 7 November 1969, the date of the exchange of the diplomatic notes which stated that the formalities required by the national legislation of each Contracting Party had been completed, in accordance with article 18.

² United Nations, *Treaty Series*, vol. 15, p. 295; for the texts of the Protocols amending this Convention, see vol. 320, pp. 209 and 217; vol. 418, p. 161, vol. 514, p. 514, p. 209, and vol. 740 no. 10612.

Article 2

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 to the present Agreement.

Such services and routes are hereinafter called “the agreed services” and “the specified routes” respectively.

The airline 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 said territory at the points specified for that route in the annex to the present Agreement, for the purpose of putting down and taking on international traffic in passengers, cargo and mail.

Article 3

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline for the purpose of operating the agreed services on the specified routes.

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 designated airline the appropriate operating authorization.

3. The Aeronautical Authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill 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.

4. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by the designated airline of the rights specified in Article 2, 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 9 of the present Agreement, is in force in respect of that service.

Article 4

The designated airline of each Contracting Party shall communicate for approval to the Aeronautical Authorities of the other Contracting Party not later than thirty (30) days prior to the inauguration of services on the routes specified in accordance with Article 2 of the present Agreement the types of aircraft to be used and the flight schedules. This shall likewise apply to later changes.

Article 5

1. There shall be fair and equal opportunity for the designated airline of each Contracting Party to operate on any route specified in accordance with the Article 2 of the present Agreement.

2. In the operation of international air services on the routes specified in accordance with the Article 2 of the present Agreement, the designated airline of one Contracting Party shall take account of the interests of the designated airline of the other Contracting Party so as not to effect unduly the air services which the latter airline operates on the same routes or parts of them.

Article 6

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of the present Agreement by the 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.

Article 7

1. Aircraft operated on international services by the designated airline 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.

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 reexported or otherwise disposed of in accordance with customs regulations.

Article 8

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 9

1. The tariffs to be charged by the designated airline of one Contracting Party for 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, the characteristics of the service and the tariffs of other airlines.

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 and 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 approval to the Aeronautical Authorities of the Contracting Parties at least thirty (30) 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 fifteen (15) days of the thirty (30) 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 or on the determination of any tariff under paragraph (4), the dispute shall be settled in accordance with the provisions of Article 15 of the present Agreement.

6. Subject to the provisions of paragraph (3) 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 10

Either Contracting Party undertakes to grant the other 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 shipments and freight by the designated airline of the other Party. Whenever the payments system between the Contracting Parties is governed by a special agreement, this agreement shall apply.

Article 11

1. In a spirit of close cooperation, 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.

2. The Aeronautical Authorities of each of the Contracting Parties shall furnish the Aeronautical Authorities of the other Contracting Party, at their request, with all periodic statistical data of the designated airlines, as may be reasonably required for the purpose of reviewing the capacity provided by the designated airline of each Contracting Party on the specified routes.

Article 12

1. If either of the Contracting Parties considers it desirable to modify any provisions of the present Agreement, it may request consultation with the other Contracting Party. Such consultation, which may be between 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 shall state that the formalities required by the national legislation of each Contracting Party have been completed.

2. Modifications to the annex of this Agreement may be made by direct agreement between the competent Aeronautical Authorities of the Contracting Parties and shall come into force upon exchange of notes through diplomatic channels.

Article 13

The present Agreement and the annex to this Agreement will be amended so as to conform with any multilateral air transport convention which may become binding on both Contracting Parties.

Article 14

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 15

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 negotiations.

2. If the Contracting Parties fail to reach a settlement by negotiations, they may agree to submit 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 arbitrators. 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.

4. The expenses of the arbitration will be equally shared between the Contracting Parties.

Article 16

The charges imposed by either Contracting Party for the use of airports and other aviation facilities by the aircraft of the designated airline of the other Contracting Party, shall not be higher than those paid by its national aircraft operating international services.

Article 17

The present Agreement, any amendment to it and any exchange of notes under this Agreement shall be communicated to the International Civil Aviation Organization for registration.

Article 18

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 completed.

2. As regards the Kingdom of the Netherlands, the Agreement shall be applicable to the territory in Europe.

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

DONE, in duplicate, at Nicosia this eighteenth of April of the year one thousand nine hundred and sixty-nine (1969), in the English language.

For the Kingdom of the Netherlands:

C. VREEDE

For the Republic of Cyprus:

N. DIMITRIOU

ANNEX

SECTION I

*Routes to be operated by the airline designated by the Government
of the Republic of Cyprus*

<i>Points of Departure</i> (anyone or more of the following)	<i>Intermediate Points</i> (anyone or more of the following if desired)	<i>Points in the Netherlands</i>	<i>Points Beyond</i> (anyone or more of the following if desired)
I) Points in Cyprus	Points in Greece Points in Turkey Points in Bulgaria Points in Romania Points in Yugoslavia Budapest Vienna Zurich Munich Dusseldorf Frankfurt	Points in the Netherlands	London
II) Points in Cyprus	Points in Greece Points in Turkey Points in Bulgaria Points in Romania Points in Yugoslavia Budapest Vienna Zurich Munich Dusseldorf Frankfurt	Points in the Netherlands	London Copenhagen Oslo Stockholm
III) Points in Cyprus	Points in Greece Points in Bulgaria Points in Romania Belgrade Vienna Zurich Munich Dusseldorf Frankfurt	Points in the Netherlands	London Oslo Stockholm Copenhagen New York

Any point on the specified routes may, at the option of the designated airline, be omitted on any or all flights.

SECTION II

*Routes to be operated by the airline designated by the Government
of the Kingdom of the Netherlands*

<i>Points of Departure</i> (anyone or more of the following)	<i>Intermediate Points</i> (anyone or more of the following if desired)	<i>Points in Cyprus</i>	<i>Points Beyond</i> (anyone or more of the following if desired)
I) Points in the Netherlands	Frankfurt Dusseldorf Munich Vienna Budapest Points in Yugoslavia Points in Bulgaria Points in Romania Points in Turkey Points in Greece	Nicosia	Tel Aviv Amman Damascus
II) Amsterdam	Frankfurt Dusseldorf Munich Zurich Vienna Belgrade Points in Turkey Points in Greece	Nicosia	Cairo Teheran Kuwait Bahrain Dhahran Karachi New Delhi Calcutta Bangkok Singapore Manila Djakarta Sydney Tokyo
III) Amsterdam	Frankfurt Dusseldorf Munich Zurich Vienna Belgrade Points in Greece	Nicosia	Cairo Khartoum Addis Ababa Nairobi or Dar es Salaam or Entebbe Johannesburg

Any point on the specified routes may, at the option of the designated airline, be omitted on any or all flights.