

**No. 11332**

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**NETHERLANDS  
and  
GABON**

**Air Transport Agreement (with annex and exchange of notes).  
Signed at The Hague on 14 October 1969**

*Authentic text: French.*

*Registered by the International Civil Aviation Organization on 17 September 1971.*

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**PAYS-BAS  
et  
GABON**

**Accord relatif aux transports aériens (avec annexe et échange  
de notes). Signé à La Haye le 14 octobre 1969**

*Texte authentique: français.*

*Enregistré par l'Organisation de l'aviation civile internationale le 17 septembre 1971.*

[TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS AND THE GOVERNMENT OF THE GABONESE REPUBLIC

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The Government of the Kingdom of the Netherlands and  
The Government of the Gabonese Republic,

Desiring to promote the development of air transport between the Kingdom of the Netherlands and the Gabonese Republic and to further as much as possible international co-operation in this field,

Desiring to apply to such transport the principles and provisions of the Convention on International Civil Aviation signed at Chicago on 7 December 1944,<sup>2</sup>

Have agreed as follows:

TITLE I

GENERAL

*Article 1*

The Contracting Parties grant each other the rights specified in this Agreement for the establishment of the international civil air services listed in the annex hereto.

*Article 2*

For the purposes of this Agreement and the annex thereto:

(1) The word “territory” shall be understood as it is defined in article 2 of the Convention on International Civil Aviation,

(2) The expression “aeronautical authority” means:

In the case of the Gabonese Republic, the Ministry of Air Transport;

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<sup>1</sup> Came into force on 1 June 1970, the date of the last of the notifications by which each Contracting Party notified the other of the completion of the formalities constitutionally required, in accordance with article 20.

<sup>2</sup> 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. 209, and vol. 740, p. 21.

In the case of the Kingdom of the Netherlands, the Ministry of Public Works and Transport,

(3) The expression “designated airline” means the airline which the aeronautical authorities of one Contracting Party have explicitly designated as being the instrument chosen by them to operate the traffic rights specified in this Agreement and which has been approved by the other Contracting Party in accordance with the provisions of articles 10, 11 and 13 below.

### *Article 3*

(1) Aircraft employed in international service by the designated airline of one Contracting Party together with their normal equipment, reserves of fuel and lubricant and aircraft stores (including foodstuffs, beverages and tobacco) shall, on arrival in the territory of the other Contracting Party, be exempt from all customs duties, inspection fees or similar duties and charges, provided such equipment and stores remain on board the aircraft until re-exported.

(2) The following shall likewise be exempt from these same duties and charges, excluding, however, fees or charges levied as a consideration for services rendered :

- (a) Aircraft stores, irrespective of origin, introduced into the territory of one Contracting Party in quantities not exceeding the limits set by the aeronautical authorities of the said Contracting Party, and taken on board aircraft of the other Contracting Party engaged in international air service;
- (b) Spare parts imported into the territory of one Contracting Party for the maintenance or repair of aircraft of the designated airline of the other Contracting Party engaged in international navigation;
- (c) Fuels and lubricants intended for aircraft use in international traffic by the designated airline of the other Contracting Party, even though such supplies be consumed during that part of the flight which takes place over the territory of the Contracting Party in which they were taken aboard.

Materials referred to in subparagraphs (a), (b) and (c) above may be required to be kept under customs supervision or control.

(3) Regular equipment, supplies and stores on board the aircraft of the designated airline of one Contracting Party shall not be unloaded in the territory of the other Contracting Party save with the consent of the customs authorities of that territory. When so unloaded, they may be placed under the supervision of the said authorities until they are re-exported or are declared to customs.

#### *Article 4*

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still valid shall be recognized as valid by the other Contracting Party for the purpose of operation of the air routes specified in the annex hereto. Each Contracting Party reserves the right, however, to refuse to recognize as valid for flights over its own territory certificates of competency and licences issued to its own nationals by the other Contracting Party.

#### *Article 5*

(1) The laws and regulations of each Contracting Party relating to the admission to 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 be applied to the aircraft of the airline of the other Contracting Party.

(2) Passengers, crews and shippers of goods shall be required, either personally or through a third party acting in their name and on their behalf, to comply with the laws and regulations in force in the territory of each Contracting Party governing the entry, stay and departure of passengers, crews and cargo, such as those relating to entry, clearance, immigration, customs and requirements under health regulations.

(3) Passengers, luggage and cargo in direct transit through the territory of one Contracting Party and not leaving the area of the airport reserved for them shall be subject only to a very simplified control. Luggage and cargo in direct transit shall be exempt from customs duties and other similar charges.

#### *Article 6*

(1) Either Contracting Party may at any time request consultation between the competent authorities of the two Contracting Parties concerning the interpretation, application or modification of this Agreement and its annex.

Such consultation shall begin within sixty (60) days from receipt of the request therefor.

(2) Any modifications of this Agreement decided upon in the consultations provided for in paragraph (1) above shall be agreed to in writing by the Contracting Parties and shall enter into force on the date on which the two Governments notify each other that the formalities required by their respective legislations have been completed.

(3) However, such modifications of the annex to the Agreement as are decided upon shall enter into force after they are confirmed by an exchange of notes through the diplomatic channel.

#### *Article 7*

Either Contracting Party may at any time give notice to the other of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. The notice shall take effect one year after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement before the expiry of this period. If the Contracting Party receiving such notice fails to acknowledge it, the said notice shall be deemed to have been received fifteen (15) days after its receipt at the headquarters of the International Civil Aviation Organization.

#### *Article 8*

(1) Any dispute relating to the interpretation or application of this Agreement which cannot be settled between the aeronautical authorities or between the Contracting Parties in accordance with the provisions of article 6 shall, at the request of either Contracting Party, be referred to an arbitral tribunal.

(2) Such arbitral tribunal shall consist of three members. Each of the two Governments shall appoint one arbitrator; these two arbitrators shall agree upon the appointment of a national of a third State as chairman.

If the two arbitrators have not been appointed within two months from the date on which one of the two Governments proposed that the dispute should be settled by arbitration, or if the arbitrators fail to agree upon the appointment of a chairman within a further period of two months, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointment.

(3) If the arbitral tribunal cannot arrive at an amicable settlement of the dispute, it shall take a decision by majority vote. Unless the Contracting Parties agree otherwise, it shall establish its own rules of procedure and determine its place of meeting.

(4) The Contracting Parties undertake to comply with any provisional measures ordered in the course of the proceedings and with the arbitral award, which shall in every case be final.

(5) If and so long as either Contracting Party fails to comply with the arbitral awards, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default.

(6) Each Contracting Party shall pay the remuneration for the services of its own arbitrator and half the remuneration of the chairman appointed.

## TITLE II

### AGREED SERVICES

#### *Article 9*

The Government of the Gabonese Republic and the Government of the Kingdom of the Netherlands shall grant to each other the right to have the air services specified in the route schedule appearing in the annex to this Agreement operated by the airlines designated by them. The said services shall hereinafter be referred to as “agreed services”.

#### *Article 10*

(1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline to operate the agreed services on the specified routes.

(2) On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraph (3) of this article and of articles 11 and 13 of this Agreement, grant the appropriate operating permits to the designated airline without delay.

(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 fulfil the conditions regarding the operation of international air services prescribed under the laws and regulations normally and reasonably applied by them, in conformity with the provisions of the Convention on International Civil Aviation.

### *Article 11*

(1) Each Contracting Party shall have the right to withhold the operating permit as provided in article 10, paragraph 2, if the said Contracting Party is not satisfied that substantial ownership and effective control of the airline in question are vested in the Contracting Party which designated that airline or in nationals of that Party.

(2) Each Contracting Party shall have the right to revoke an operating permit or suspend the exercise by the airline designated by the other Contracting Party of the rights specified in article 9 of this Agreement if:

- (a) It is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party which designated the airline or in nationals of such Party, or
- (b) Such airline fails to operate in accordance with the conditions prescribed in this Agreement.

Unless such revocation or suspension is necessary to prevent further infringements of laws and regulations, this right shall be exercised only after consultation, as provided in article 6, with the other Contracting Party. If such consultation fails, recourse shall be had to arbitration as provided in article 8.

### *Article 12*

(1) The airline designated by the Government of the Gabonese Republic under this Agreement shall enjoy, in the territory of the Kingdom of the Netherlands, the right to fly over that territory and to make stops for non-traffic purposes, and also the right to set down and pick up international traffic in passengers, mail or cargo at the points and on the routes listed in the annex hereto.

(2) The airline designated by the Government of the Kingdom of the Netherlands under this Agreement shall enjoy, in the territory of the Gabonese Republic, the right to fly over that territory and to make stops for non-traffic purposes, and also the right to set down and pick up international traffic in passengers, mail or cargo at the points and on the routes listed in the annex hereto.

#### *Article 13*

In application of articles 77 and 79 of the Convention on International Civil Aviation concerning the establishment by two or more States of joint operating organizations or international operating agencies, the Government of the Kingdom of the Netherlands agrees that the Government of the Gabonese Republic, in conformity with articles 2 and 4 of the Treaty on Air Transport in Africa and the annexes thereto, signed by the Gabonese Republic at Yaoundé on 28 March 1961, reserves the right to designate the Air Afrique Company as the instrument chosen by the Gabonese Republic to operate the agreed services.

#### *Article 14*

(1) The operation of the agreed services between the territory of the Gabonese Republic and the territory of the Kingdom of the Netherlands, or *vice versa*, on the routes specified in the annex to this Agreement constitutes a basic and primary right of the two countries.

(2) The two Contracting Parties agree to apply the principle of equality and reciprocity in all matters relating to the exercise of the rights conferred by this Agreement.

The designated airlines of both Contracting Parties shall be assured of fair and equitable treatment, shall enjoy equal opportunities and rights and shall respect the principle of an equal division of the capacity to be provided in the operation of the agreed services.

(3) Where they operate on the same routes they shall take their mutual interests into account so as not to affect each other's services unduly.

#### *Article 15*

(1) On all the routes appearing in the annex to this Agreement, the agreed services shall have as their primary objective the provision, at a load factor regarded as reasonable, of capacity adequate to satisfy the normal and reasonably foreseeable requirements of international air traffic originating in or destined for the territory of the Contracting Party which has designated the airline operating the said services.



(2) The airline or airlines designated by either Contracting Party may, within the limit of the total capacity stipulated in the first paragraph of this article, satisfy the requirements of traffic between the territories of third States lying on the agreed routes and the territory of the other Contracting Party, account being taken of local and regional services.

(3) In order to meet unforeseen or temporary traffic requirements on the same routes, the designated airlines shall decide among themselves upon appropriate measures to deal with such temporary increase in traffic. They shall report the same immediately to the aeronautical authorities of their respective countries, which may consult together if they see fit.

(4) If the designated airline of either Contracting Party does not wish to use, on one or more routes, part or all of the transport capacity which it should offer, in view of its rights, it shall come to an agreement with the designated airline of the other Contracting Party with a view to transferring to the latter, for a specified period, all or part of the transport capacity in question.

The designated airline which transfers all or part of its rights may recover them at the end of the said period.

#### *Article 16*

(1) The designated airlines shall, not later than thirty (30) days before the inauguration of the agreed services, communicate to the aeronautical authorities of both Contracting Parties the nature of the traffic, the types of aircraft to be used and the proposed time-tables. The foregoing shall also apply to any subsequent modifications.

(2) The aeronautical authorities of either Contracting Party shall supply, on request, to the aeronautical authorities of the other Contracting Party such periodic or other statistical information concerning the designated airline as may reasonably be required for the purpose of reviewing the volume of traffic carried on the agreed services. Such statistics shall include all information required to determine the origin and destination of the traffic.

#### *Article 17*

The two Contracting Parties agree to consult each other whenever necessary in order to co-ordinate their air services.

#### *Article 18*

(1) The tariffs to be charged on the agreed services operating on the Gabonese and Netherlands routes specified in the annex to this Agreement shall, so far as possible, be fixed by agreement between the designated airlines.

These airlines shall proceed by direct agreement after consultation, where necessary, with any airlines of any third country operating on all or part of the same routes.

The airlines shall, so far as possible, reach such agreement by recourse to the rate-fixing procedure established by the International Air Transport Association (IATA).

(2) The tariffs so fixed shall be submitted to the aeronautical authorities of each Contracting Party for approval not less than thirty (30) days before the date laid down for their entry into force; in special cases this time-limit may be reduced, subject to the agreement of the said authorities.

(3) If the designated airlines should fail to agree on the fixing of a tariff in accordance with paragraph (1) above or should one of the Contracting Parties make known its dissatisfaction with the tariff submitted to it in accordance with the provisions of paragraph (2) above, the aeronautical authorities of the two Contracting Parties shall endeavour to reach a satisfactory solution.

In the last resort, the matter shall be referred to the arbitration provided for in article 8 of this Agreement.

Pending the announcement of the arbitral award, the Contracting Party making known its dissatisfaction shall have the right to require the other Contracting Party to maintain the tariffs previously in force.

### TITLE III

## FINAL PROVISIONS

### *Article 19*

This Agreement and its annex shall be communicated to the International Civil Aviation Organization for registration.

### *Article 20*

Each Contracting Party shall notify the other of the completion of the formalities constitutionally required for the entry into force of this Agreement, which shall take effect on the date of the latter notification.

IN WITNESS WHEREOF, the plenipotentiaries of the two Contracting Parties have signed this Agreement.

DONE at The Hague, on 14 October 1969, in duplicate in the French language.

For the Government of the Kingdom of the Netherlands:

J. LUNS

For the Government of the Gabonese Republic:

JEAN-RÉMY AYOUNE

## ANNEX

### ROUTE SCHEDULE

#### I

Routes on which air services may be operated by the airline designated by the Government of the Gabonese Republic:

Points in Gabon via Kano and Zurich to Amsterdam in the Netherlands and vice versa.

#### II

Routes on which air services may be operated by the airline designated by the Government of the Kingdom of the Netherlands:

Points in the Netherlands via Zurich and Kano to Libreville in Gabon and vice versa.

#### III

The airline designated by either Contracting Party may make stops at one or more intermediate points and at points beyond the territory of the other Contracting Party, other than those specified in the route schedule, but without exercising traffic rights between such point or points and the territory of the other Contracting Party.

## EXCHANGE OF NOTES

#### I

The Hague, 14 October 1969

Sir,

At the time of signing the Air Transport Agreement between the Government of the Gabonese Republic and the Government of the Kingdom of the Netherlands, I have the honour to propose to you, on behalf of the

Government of the Gabonese Republic that, so far as the Kingdom of the Netherlands is concerned, this Agreement shall, until further notice, apply only to the Kingdom in Europe.

I should be grateful if you would inform me whether the Government of the Kingdom of the Netherlands agrees to this proposal.

I avail myself of this opportunity, etc.

JEAN-RÉMY AYOUNE

His Excellency Mr. J. M. A. H. Luns  
Minister for Foreign Affairs  
of the Kingdom of the Netherlands  
The Hague

## II

The Hague, 14 October 1969

Sir,

I have the honour to acknowledge receipt of your letter of today's date by which you were kind enough to inform me of the following:

[*See note I*]

I have the honour to inform you that the Government of the Kingdom of the Netherlands agrees to this proposal.

I avail myself of this opportunity, etc.

J. LUNS

His Excellency Mr. Jean-Rémy Ayoune  
Minister for Foreign Affairs  
of the Gabonese Republic  
c/o The Hague

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