

**No. 11948**

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**NETHERLANDS  
and  
CAMEROON**

**Agreement relating to regular air transport (with annex). Signed at  
Yaoundé on 7 September 1971**

*Authentic texts : English and French.*

*Registered by the International Civil Aviation Organization on 13 September  
1972.*

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**PAYS-BAS  
et  
CAMEROUN**

**Accord relatif aux transports aériens réguliers (avec annexe).  
Signé à Yaoundé le 7 septembre 1971**

*Textes authentiques : anglais et français.*

*Enregistré par l'Organisation de l'aviation civile internationale le 13 septembre  
1972.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF CAMEROON RELATING TO REGULAR AIR TRANSPORT

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The Government of the Kingdom of the Netherlands and the Government of the Federal Republic of Cameroon,

Considering that the Netherlands and Cameroon are Parties to the Convention on International Civil Aviation opened for signature at Chicago on December 7th, 1944,<sup>2</sup>

Desiring to develop as much as possible international co-operation in the field of air transport and,

Desiring to conclude an agreement leading to the establishment of regular air services between the territories of their respective countries,

Have agreed as follows :

*Article 1*

For the purposes of the present Agreement and its annex :

(a) the term " Convention " means the Convention on International Civil Aviation, opened for signature at Chicago on 7th December, 1944;

(b) the term " aeronautical authorities " means, in the case of the Netherlands, the Ministry of Transport and Public Works, and in the case of Cameroon, the Ministry responsible for civil aviation, or, in both cases, any person or body authorized to exercise the functions presently assigned to these two bodies;

(c) the term " designated airline " means an airline which one of the Contracting Parties has designated, in accordance with article 3 of the present Agreement, to operate the agreed air services;

(d) the term " territory ", when used in relation to a State, means the land and the territorial waters adjacent thereto that are under the sovereignty of that State. However, with regard to the Kingdom of the Netherlands, this Agreement shall only apply to the territory in Europe.

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<sup>1</sup> Came into force provisionally on 7 September 1971, the date of signature, and definitively on 4 May 1972, the date by which the two Contracting Parties had notified each other of the completion of the procedures constitutionally required, in accordance with article 19.

<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.

### Article 2

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement, for the purpose of establishing air services on the routes specified in the schedules of the annex to the present Agreement. These services and these routes are hereinafter called the "agreed services" and the "specified routes."

2. Subject to the provisions of the present Agreement, the airline designated by each Contracting Party shall possess, while operating international services, the right to take on and disembark in the said territory, at the points specified in the annex, passengers, cargo and mail that constitute international traffic.

### Article 3

1. Each Contracting Party shall have the right to designate one airline to operate the agreed services. The aeronautical authorities of the Contracting Party making the designation shall notify in writing the aeronautical authorities of the other Contracting Party of this designation.

2. The Contracting Party which has been notified of the designation shall, subject to the provisions of paragraphs 3 and 4 of this article, and articles 4 and 5 of this Agreement, grant without delay the necessary operating authorization to the airline designated by the other Contracting Party.

3. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to prove that it is capable of satisfying the conditions prescribed by the laws and regulations normally applied by the said authorities, in accordance with the provisions of the Convention, to the operation of international air services.

4. Each Contracting Party shall have the right not to grant the operating authorization referred to in paragraph 2 of this article, or to impose such conditions as it may deem necessary for the exercise by the designated airline of the rights specified in article 2 of the present Agreement, if the said Contracting Party has no proof that a preponderant part of the ownership and effective control of that airline are vested in the Contracting Party that designated the airline or in the nationals thereof.

5. The designated airlines shall, no later than thirty (30) days before the commencement of the operation of the agreed services, inform the aeronautical authorities of the two Contracting Parties of the nature of the transport, the types of aircraft to be used and the schedules envisaged. The same rules shall apply to any subsequent changes.

### Article 4

In implementation of articles 77 and 79 of the Convention referring to the creation by two or more States of joint operating airlines or international

operating agencies, the Government of the Kingdom of the Netherlands agrees that the Government of the Federal Republic of Cameroon, in accordance with articles 2 and 4 and the annexed documents of the Treaty relating to air transport in Africa signed by Cameroon in Yaoundé on the 28th March 1961, reserves the right to designate the Corporation "Air Afrique" as the airline designated by the Federal Republic of Cameroon for the operating of the agreed services.

#### *Article 5*

1. Subject to the provisions of articles 3 and 4 of the present Agreement, each Contracting Party shall have the right to revoke the operating authorization, or to suspend the exercise, by the airline designated by the other Contracting Party, of the rights specified in Article 2 of the present Agreement, or to subject the exercise of these rights to the conditions that it deems necessary, if:

- (a) it has no proof that a preponderant part of the ownership and effective control of the airline are vested in the Contracting Party that designated the airline or in the nationals thereof; or,
- (b) the airline has failed to comply with the laws and regulations of the Contracting Party that granted the rights; or
- (c) the airline fails to operate the agreed services in accordance with the conditions prescribed in the present Agreement and its annex.

2. Unless the revocation, the suspension or the imposition of conditions referred to in paragraph 1 of this article is immediately necessary to prevent further infractions of the laws and regulations, such a right shall be exercised only after consultation with the other Contracting Party.

#### *Article 6*

1. The designated airlines shall have fair and equal opportunities to operate the agreed services between the territories of the Contracting Parties. The designated airlines shall respect the principle of equal distribution of the capacity to be offered for the operating of the agreed services.

2. The airline designated by each Contracting Party shall take into consideration the interests of the airline designated by the other Contracting Party, in order not to affect unduly the agreed services of the latter airline.

3. On each of the routes specified in the annex to the present Agreement, the main object of the agreed services shall be to provide a capacity, on the basis of a reasonable load factor, corresponding to the normal and reasonably foreseeable requirements of the international traffic from or to the territory of the Contracting Party which has designated the airline exploiting the said services.

4. The airline designated by one of the Contracting Parties may satisfy, within the limits of the overall capacity provided for under paragraph 3 of this article, the traffic requirements between the territories of the third State enumerated in the schedules annexed to this Agreement and the territory of the other Contracting Party.

5. In order to meet the requirements of any unforeseen or temporary traffic on these routes, the designated airlines shall, taking into account their respective capacities to provide air transport service, agree on the frequency of the services, the schedules and, in general, on the conditions under which these services shall be operated. The agreements concluded between the designated airlines, and any modifications thereto, shall be submitted for approval to the aeronautical authorities of the two Contracting Parties.

6. In the case where the airline designated by one of the Contracting parties does not wish to use on one or several routes either a part or the whole of the transport capacity granted to it, it may agree with the airline designated by the other Contracting Party to transfer to the latter, for a specified period of time, all or part of the transport capacity in question. The designated airline which transfers all or part of its rights may take them back at the end of the period specified.

7. Before any operation of the agreed services, the aeronautical authorities of the two Contracting Parties shall agree on the practical application of the principles referred to in the preceding paragraphs of this article, with regard to the operations by the airlines designated of the agreed services.

#### *Article 7*

1. The aircraft operated on international service by the designated airline of one Contracting Party, as well as their normal equipment, their reserves of fuel and lubricants and their stores including food, drinks and tobacco, shall be, when entering the territory of the other Contracting Party, exempt from all customs duties, inspection fees and other duties and taxes, provided that the said equipment, reserves and stores remain on board the aircraft until they are re-exported.

2. The following shall also be exempt from the same duties, fees and taxes with the exception of any fees charged for services rendered :

- (a) stores taken on board in the territory of one Contracting Party, within the limits and conditions fixed by the authorities of the said Contracting Party, that are intended to be consumed on board aircraft operated on international services by the designated airline of the other Contracting Party;
- (b) spare parts and normal aircraft equipment imported into the territory of one of the Contracting Parties for the maintenance or repair of aircraft operated on international services of the designated airline of the other Contracting Party;

- (c) fuel and lubricants taken on board in the territory of one of the Contracting Parties intended to supply aircraft operated on international services by the designated airline of the other Contracting Party, even when these supplies have to be used on the part of the flight above the territory of the Contracting Party in which they were taken on board.

3. The normal aircraft equipment, and the goods and supplies, that are on board aircraft operated by the designated airline of a Contracting Party may be unloaded in the territory of the other Contracting Party only with the consent of the customs authorities of that territory. In such a case, such goods and supplies shall be placed under the supervision of the said authorities until they are utilized or otherwise disposed of.

#### *Article 8*

Passengers, baggage and cargo in direct transit across the territory of a Contracting Party that do not leave the airport area set aside for them shall only be subject to a very simplified control. The baggage and cargo in direct transit shall be exempted from customs duties and other similar taxes.

#### *Article 9*

1. The laws and regulations of one Contracting Party that govern in its territory the entry and the exit of the aircraft engaged in international traffic or the flights of these aircraft above the said territory shall apply to the airline designated by the other Contracting Party.

2. The laws and regulations of one Contracting Party that govern in its territory the entry, the stay and the exit of passengers, crews, cargo or mail, such as those concerning formalities of entry, exit, emigration and immigration, and customs and sanitary measures shall apply to the passengers, crews, cargo or mail transported by the aircraft of the airline designated by the other Contracting Party while these aircraft are in the said territory.

3. Each Contracting Party undertakes not to grant any preference to its own airlines with regard to the airline designated by the other Contracting Party in the application of the laws and regulations mentioned in this article.

4. For the use of the airports and other facilities offered by one Contracting Party, the airline designated by the other Contracting Party shall not have to pay taxes greater than those which must be paid for the national aircraft engaged in regular international services.

*Article 10*

1. Certificates of airworthiness, certificates of competency and licences issued or validated by one of the Contracting Parties shall, during the period of their validity, be recognized as valid by the other Contracting Party.

2. Each Contracting Party, however, reserves the right not to recognize as valid, for flights over its own territory, certificates of competency and licences issued to its own nationals or validated in their favour by the other Contracting Party or by any other State.

*Article 11*

1. The tariffs of any agreed service shall be fixed at reasonable rates, taking into consideration all the relevant factors including the cost of operation, a reasonable profit, the characteristics of each service and the tariffs charged by other airlines.

2. The tariffs referred to in paragraph 1 of this article shall, if possible, be established by mutual agreement of the designated airlines of the two Contracting Parties after consultation with the other airlines operating over all or part of the same route. The designated airlines shall, wherever possible, reach this agreement by having recourse to the tariff-fixing procedure established by the International Air Transport Association (IATA).

3. The tariffs so fixed shall be submitted for approval to the aeronautical authorities of the Contracting Parties at least thirty (30) days before the date on which they are to become effective. In special cases this interval may be reduced, subject to the agreement of the said authorities.

4. If the designated airlines are unable to reach an agreement or if the tariffs are not approved by the aeronautical authorities of one Contracting Party, the aeronautical authorities of the two Contracting Parties shall endeavour to fix the tariffs by mutual agreement.

5. If no agreement is forthcoming, the matter shall be submitted for arbitration as provided in article 15 hereinafter.

6. The tariffs already fixed shall remain in force pending the establishment of new tariffs in accordance with the provisions of this article or article 15 hereinafter.

*Article 12*

The aeronautical authorities of the Contracting Parties shall transmit to each other, on request, periodical statistics or other similar information indicating, for each point of embarkation and disembarkation and, wherever possible, for each point of origin and destination, the volume of traffic carried on the agreed services.

*Article 13*

In a spirit of close collaboration, the aeronautical authorities of the Contracting Parties shall consult each other from time to time in order to ensure that the principles laid down in the present Agreement are applied and that its objectives are realized in a satisfactory manner.

*Article 14*

1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, it may request a consultation with the other Contracting Party. This consultation must begin within sixty (60) days from the date of receipt of the request. Any modification of this Agreement shall be agreed to in writing by the two Contracting Parties and shall come into force as soon as the two Contracting Parties have notified each other of the completion of the procedures constitutionally required for the entry into force of international agreements.

2. Modifications to the annex to the present Agreement may be agreed upon directly by the aeronautical authorities of the two Contracting Parties. These modifications shall come into force after being confirmed by an exchange of diplomatic notes.

*Article 15*

1. Any dispute between the Contracting Parties relating to the interpretation or the application of the present Agreement, that cannot be settled by direct negotiations or through diplomatic channels, shall, at the request of one of the Contracting Parties, be submitted to a board of arbitration composed of three members.

2. For this purpose each of the Contracting Parties shall nominate an arbitrator and the two arbitrators shall nominate by common consent a third arbitrator, who must be a national of a third State, as Chairman. If within a period of sixty (60) days from the day on which one of the Contracting Parties nominated an arbitrator the other Contracting Party has not nominated its own arbitrator, or if during the sixty days following the nomination of the second arbitrator, the arbitrators so nominated have not reached agreement on the choice of the Chairman, each Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary nominations.

3. The board of arbitration shall determine its own procedure and the place where it shall sit.

4. The Contracting Parties undertake to comply with any decision delivered in accordance with this article.



5. If one of the Contracting Parties does not comply with the decision of the arbitrators, the other Contracting Party shall be able, as long as the failure to comply lasts, to limit, suspend or revoke the rights or privileges that it granted, by virtue of the present Agreement, to the Contracting Party in default.

6. Each Contracting Party shall provide the remuneration of its arbitrator and one-half the remuneration of the designated Chairman.

*Article 16*

The present Agreement and its annex as well as any amendments that are made, shall be registered with the International Civil Aviation Organization.

*Article 17*

The present Agreement and its annex shall be amended wherever necessary so as to be rendered consistent with any convention of a multilateral character which may become binding on the two Contracting Parties.

*Article 18*

Each Contracting Party may, at any time, notify the other Contracting Party of its desire to denounce the present Agreement. Such notification shall be simultaneously communicated to the International Civil Aviation Organization. The denunciation shall take effect twelve (12) months after the date of receipt of the notification by the other Contracting Party, unless the denunciation is withdrawn by mutual agreement before the end of this period. In default of an acknowledgement of receipt on the part of the other Contracting Party, the notification shall be deemed to have reached it fourteen (14) days after the date of which the International Civil Aviation Organization receives the communication of the notification.

*Article 19*

The present Agreement shall be applied provisionally from the date of its signature. It shall enter into force as soon as the two Contracting Parties have notified each other of the completion of the procedures constitutionally required for the entry into force of international agreements.

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

DONE at Yaoundé, 7th September 1971 in duplicate in the French and English languages, both texts being equally authoritative.

For the Government  
of the Kingdom of the Netherlands :

CAMPAGNE

For the Government  
of the Federal Republic  
of Cameroon :

J. KEUTCHA

## ANNEX

## ROUTE SCHEDULES

## I

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 through Vienna (Austria) to Douala in Cameroon, in both directions.

## II

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

Points in Cameroon to Amsterdam in the Netherlands, in both directions.

## III

The airline designated by each of the Contracting Parties shall be able to make stops at one or several intermediate points and at points beyond the territory of the other Contracting Party, other than those specified in the Route Schedules, but without traffic rights between this or these points and the territory of the said Contracting Party.

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