No. 12438

BELGIUM
and
ALGERIA

Air Transport Agreement (with route schedule). Signed at Algiers on 23 May 1969

Authentic text : French.

Registered by the International Civil Aviation Organization on 19 April 1973.

BELGIQUE
et
ALGÉRIE

Accord relatif au transport aérien (avec tableau des routes). Signé à Alger le 23 mai 1969

Texte authentique : français.

Enregistré par l'Organisation de l'aviation civile internationale le 19 avril 1973.

[TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT[1] BETWEEN THE KINGDOM OF BELGIUM AND THE DEMOCRATIC AND POPULAR REPUBLIC OF ALGERIA

The Government of the Kingdom of Belgium and

The Government of the Democratic and Popular Republic of Algeria,

Desiring to expand economic relations between their countries in their mutual interest, to promote the development of air services between Belgium and Algeria and to further as much as possible international co-operation in this field on the basis of the principles and provisions of the Convention on International Civil Aviation signed at Chicago on 7 December 1944,[2]

Agree as follows:

Article 1. The Contracting Parties grant to each other the right specified in this Agreement for the purpose of establishing international civil air services on the routes enumerated in the annex hereto.

PART I. DEFINITIONS

Article 2. For the purposes of this Agreement and its annex:

(*a*) The word "territory" in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty of that State;

(*b*) The term "aeronautical authorities" means, in the case of Belgium the Minister of Aviation Administration, and, in the case of Algeria, the Minister of Civil Aviation, or in both cases, any person or agency empowered to assume the functions at present exercised by them;

(*c*) The expression "designated airlines" means the airlines designated by their respective Governments to operate the agreed services.

PART II. GENERAL PROVISIONS

Article 3. The laws and regulations of each Contracting Party relating to the entry into, stay in and 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 the aircraft of the other Contracting Party.

Passengers, crews and shippers of cargo or mail shall be bound to comply either in person or through a third party acting on their behalf, with the laws and regulations governing entry into, stay in and departure from the territory of each

[1] Applied provisionally from 23 May 1969, the date of signature, and came into force definitively on 27 November 1969, i.e. one month after the date on which the two Contracting Parties had notified each other through diplomatic channels of the completion of their legal formalities, in accordance with article 27.

[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. 209, and vol. 740, p. 21.

Contracting Party of passengers, crew, cargo and mail such as those relating to entry immigration, emigration, passports clearance, customs, health and exchange control.

The designated airline or airlines of each Contracting Party shall be bound to carry out their financial and commercial activity on the territory of the other Contracting Party in conformity with the laws and regulations of that Party.

Article 4. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party shall, if unexpired, be recognized as valid by the other Contracting Party for the purpose of operating the air services specified in the annex hereto.

However, each Contracting Party reserves the right to refuse to recognize as valid for the purpose of flight over its territory the certificates of competency and licences issued to its own nationals by the other Contracting Party.

Article 5. (1) Aircraft operated on international services by the designated airlines of either Contracting Party, together with their regular airborne equipment, spare parts, supplies of fuel and lubricants, and aircraft stores (including food, beverages and tobacco) shall, subject to the conditions laid down in the customs regulations, of the other Contracting Party, be exempt from all customs duties, inspection fees and other government duties or taxes on entry into that Party's territory, provided that such equipment and supplies remain on board the aircraft until such time as they are re-exported.

(2) The following shall also be exempt from the said duties and taxes, with the exception of charges for services performed:

(*a*) Fuel and lubricants taken on board in the territory of one Contracting Party and intended for use in aircraft operated on international services by the designated airlines of the other Contracting Party, even when these supplies are to be consumed on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

(*b*) Aircraft stores acquired in the territory of either Contracting Party, within the limits laid down by the authorities of the said Contracting Party, and taken on board aircraft operated on international services by the airlines designated by one of the Contracting Parties to operate the agreed services.

(*c*) Spare parts imported into the territory of either Contracting Party for the maintenance or repair of aircraft operated on international services by the designated airlines of the other Contracting Party.

(3) Regular airborne equipment, supplies of fuel, lubricants and aircraft stores, and spare parts on board the aircraft of either Contracting Party operated on international services by the designated airline of one of the Contracting Parties may be unloaded in the territory of the other Contracting Party only with the consent of the customs authorities of the said Contracting Party. In this case they shall be placed under the supervision of those authorities until such time as they are re-exported or are entered on a customs declaration, although continuing to be at the disposal of the airline which owns them.

(4) The equipment, supplies and, in general, all articles which have been granted specially favourable treatment under the foregoing paragraphs on entry into the territory of either Contracting Party may not be disposed of without the permission of the customs authorities of the said Contracting Party.

Article 6. Each Contracting Party agrees that the charges made to the designated airline or airlines of the other Contracting Party for the use of airports, navigational aids and other technical facilities shall not exceed those made to other foreign airlines which operate similar international services.

Article 7. Each Contracting Party reserves the right to withhold or revoke the operating permit of a designated airline of the other Contracting Party when, on valid grounds, it is not satisfied that substantial ownership and effective control of that airline are vested in the other Contracting Party or its nationals, or when that airline fails to comply with the laws and regulations referred to in article 3 or to perform its obligations under this Agreement. However, these measures shall not be taken unless consultations between the aeronautical authorities have been unsuccessful.

Article 8. The designated airlines of each Contracting Party shall be authorized to maintain in the territory of the other Contracting Party a number of technical and administrative personnel proportionate to the volume of the agreed services, subject to compliance with the laws and regulations of the other Contracting Party.

Should the designated airline of one of the Contracting Parties not provide services for their own traffic through their own offices and personnel in the territory of the other Contracting Party, the latter Party may request the former to entrust such services as reservations, handling and ground services to a body approved by its aeronautical authorities and having its nationality.

PART III. TRANSIT OF INTERNATIONAL AIR SERVICES

Article 9. (1) Each Contracting Party shall grant aircraft of the airlines of the other Contracting Party operating an international air service:

(*a*) The right to fly across its territory without landing. It is agreed that this right shall not apply to areas flight over which is prohibited and that it shall in all cases be exercised in conformity with the regulations in force in the country whose territory flights are being operated.

(*b*) The right to make stops in its territory for non-traffic purposes, on condition that such stops are made at an airport open to international traffic.

(2) In implementation of paragraph 1 above, each Contracting Party shall designate the routes to be followed over its territory by the aircraft of the other Contracting Party and the airports which may be used.

PART IV. AGREED SERVICES

Article 10. The Government of the Kingdom of Belgium grants to the Government of the Democratic and Popular Republic of Algeria and, reciprocally, the Government of the Democratic and Popular Republic of Algeria grants to the Government of the Kingdom of Belgium the right to have the agreed services specified in the route schedules in the annex to this Agreement operated by one or more designated airlines.

On receipt of this designation, the other Contracting Party shall grant the relevant operating authorization to the designated airline or airlines immediately, subject to the provisions of paragraph 3 of this article and those of article 11 of this Agreement.

The aeronautical authorities of one of the Contracting Parties may require the airline or airlines designated by the other Contracting Party to satisfy them that they are qualified to fulfil the conditions prescribed, with regard to the technical and commercial operation of international air services, by the laws and regulations normally and reasonably applied by the said authorities, in conformity with the provisions of the Convention on International Civil Aviation.

Article 11. The agreed services shall be operated by one or more airlines designated by each of the Contracting Parties to operate the specified route or routes.

Each Contracting Party shall have the right, subject to prior notification of the other Contracting Party, to substitute one or more national airlines for the airline or airlines respectively designated to operate the agreed services. The newly-designated airline or airlines shall have the same rights and be bound by the same duties as the airlines for which they have been substituted.

Article 12. The agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted.

Article 13. The airline or airlines designated by either Contracting Party in accordance with this Agreement shall have the right in the territory of the other Contracting Party to pick up and set down international traffic in passengers, mail and cargo at stopping points in the territory of that Contracting Party and, if appropriate, stopping points in the third countries situated on the routes enumerated in the annex thereto in accordance with the provisions of the annex.

Article 14. In the operation of the routes enumerated in article 13 hereof, the aeronautical authorities of the Contracting Parties shall observe the following principles:

(1) On each of the routes mentioned in the annex to this Agreement, the agreed services shall have as their primary objective the provision, at a reasonable load factor, of a capacity adequate to the normal and reasonably anticipated requirements of international air traffic to and from the territory of the Contracting Party which has designated the airline operating the said services.

(2) Within the limits of the over-all capacity referred to in the foregoing paragraph, the airline or airlines designated by one of the Contracting Parties may satisfy traffic requirements between the territories of third States situated on the routes enumerated in the annex and the territory of the other Contracting Party, taking into account local and regional services.

Article 15. Additional capacity may be provided by the designated airlines over and above that referred to in the preceding article, whenever a temporary increase in traffic on these routes so warrants. The airlines shall immediately report this fact to the aeronautical authorities of their respective countries, which may consult each other if they consider it necessary.

Article 16. The designated airlines of the two Contracting Parties shall be accorded fair and equitable treatment in order that they may enjoy equal opportunities to operate the agreed services. On routes common to both they shall take their mutual interests into consideration so as not to affect their respective services.

Article 17. Should the airline or airlines designated by either Contracting Party not wish to utilize part or all of the capacity it has the right to provide by virtue of this Agreement, it shall transfer to the designated airline of

the other Contracting Party for a specified period the whole or part of the unused capacity, after consultation with the aeronautical authorities of both Parties.

The designated airline or airlines which have transferred all or part of their rights may recover them at any time by giving six months' notice.

Article 18. (1) The rates to be charged shall be established at reasonable levels, due regard being paid to economy of operation, the characteristics of each service and the rates of other airlines operating on all or part of the same route.

(2) The rates applied to traffic taken aboard or unloaded at a stopping point on the route shall not be lower than those charged by airlines of the Contracting Party which operate local or regional services on the route segment concerned.

(3) The rates to be charged on the agreed services serving the routes enumerated in the annex to this Agreement shall be fixed, whenever possible, by agreement between the designated airlines.

These airlines shall proceed :

(*a*) Either by direct agreement, after consultation, if necessary, with the airlines of third countries operating all or part of the same routes,

(*b*) Or by applying such resolutions as have been adopted by the International Air Transport Association (IATA).

(4) The rates so determined shall be submitted for approval to the aeronautical authorities of the two Contracting Parties at least 30 days before the proposed date of their introduction; this period may be reduced in special cases, subject to the consent of the aeronautical authorities.

(5) If the designated airlines fail to agree on a rate in accordance with paragraph 3 above, or if either of the Contracting Parties intimates its dissatisfaction with the rate submitted to it under paragraph 4 above, the aeronautical authorities of the two Contracting Parties shall endeavour to arrive at a satisfactory settlement.

In the absence of agreement, the arbitration procedure referred to in article 24 of this Agreement shall be resorted to.

Pending the arbitral decision, the Contracting Party which has intimated its dissatisfaction shall have the right to require the other Contracting Party to maintain the rates previously in force.

Article 19. After this Agreement has entered into force, the aeronautical authorities of the two Contracting Parties shall communicate to each other as promptly as possible information on authorizations granted to designated airlines to operate the agreed services.

This information shall include copies of the authorizations granted of any amendments to them and of all annexed documents.

The designated airlines shall advise the aeronautical authorities of both Contracting Parties not later than 30 days before the inauguration of their respective services of the time-tables, frequencies and types of aircraft to be used. They shall likewise report any subsequent amendments.

Article 20. The aeronautical authorities of each Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such regular or other statistical data on the designated airlines which may

reasonably be sought for the purpose of ascertaining the capacity provided by a designated airline of the first Contracting Party on the routes agreed upon in accordance with article 10 of this Agreement. These data shall include all details necessary to determine the volume and the origin and destination of traffic. These statistics shall not exceed the requirements of the Council of the International Civil Aviation Organization.

Article 21. The Contracting Parties shall consult each other periodically, and whenever the need arises, for the purpose of reviewing the implementation of the provisions of this part of the Agreement by the designated airlines and ensuring that their interests are not adversely affected. Statistics on the traffic handled shall be taken into account during these consultations.

PART V. INTERPRETATION – REVISION – TERMINATION – DISPUTES

Article 22. Either Contracting Party may at any time request a consultation between the competent authorities of both Contracting Parties concerning the interpretation and application of this Agreement.

Such consultation shall begin not later than 60 days after the receipt of the request.

Article 23. (1) Should either Contracting Party consider it desirable to amend any provision of this Agreement, it may at any time request through diplomatic channels that consultations be held between the aeronautical authorities on the matter.

(2) These consultations shall begin within 30 days of the date of the request or such longer period as may be fixed by mutual agreement between the Contracting Parties.

(3) Subject to the provisions of paragraph 4 of this article, any amendments or modifications of this Agreement shall be approved in accordance with the legal formalities of the Contracting Parties; they shall come into force by an exchange of diplomatic notes.

(4) Amendments and modifications to the annex to this Agreement shall be drawn up by mutual agreement between the aeronautical authorities of the two Contracting Parties and come into force by an exchange of diplomatic notes.

Article 24. (1) In the event that a dispute relating to the interpretation or application of this Agreement cannot be settled in accordance with the provisions of articles 22 and 23 either by the aeronautical authorities or by the Governments of the Contracting Parties, it shall be referred to an arbitral tribunal.

(2) The tribunal shall be composed of three members; each of the two Governments shall appoint an arbitrator. These two arbitrators shall agree on the appointment of a national of a third State as chairman.

If, within a period of two months from the day on which one of the Governments proposed the settlement of the dispute by arbitration, the two arbitrators have not been appointed or if, in the course of the following month, the arbitrators have not reached agreement on the appointment of a chairman, each Contracting Party may request the chairman of the Council of the International Civil Aviation Organization to make the necessary appointments.

Should the chairman of the Council of the International Civil Aviation Organization be of the same nationality as one of the Contracting Parties, the

Vice-Chairman of the Council, a national of a third country, shall be requested to make the said nominations.

(3) If the arbitral tribunal fails to reach an amicable settlement, it shall render its decision by majority vote, unless the Contracting Parties agree otherwise. It shall draw up its own rules of procedure and choose its own meeting-place.

(4) The Contracting Parties undertake to comply with any interim measures that may be adopted during the proceedings and with the arbitral decision, which shall be deemed final in all cases.

(5) If and for so long as either Contracting Party fails to comply with the decisions of the arbitrators, the other Contracting Party may limit, suspend or revoke the rights and privileges which it has granted under this Agreement to the Contracting Party in default.

(6) Each Contracting Party shall bear the expenses of its arbitrator and one half of the remuneration of the Chairman appointed.

Article 25. 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 termination shall take effect 12 months 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.

In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received 15 days after its receipt at the headquarters of the International Civil Aviation Organization.

PART VI. FINAL PROVISIONS

Article 26. This Agreement and its annex, and all subsequent modifications shall be communicated to the International Civil Aviation Organization for registration.

Article 27. The provisions of this Agreement shall be applied provisionally with effect from the date of signature.

They shall enter into force definitively one month after the date on which the two Contracting Parties notify each other through diplomatic channels of the completion of their legal formalities.

DONE at Algiers on 23 May 1969.

For the Kingdom of Belgium :

[*Signed*]

ANDRÉ L. DE VOGELAERE
Belgian Ambassador

For the Government of the Democratic and Popular Republic of Algeria :

[*Signed*]

LAYACHI YAKER
Minister Plenipotentiary

ROUTE SCHEDULE

1. Routes which may be operated by the airline or airlines designated by the Kingdom of Belgium :

   Points in Belgium to and from points in Algeria.

2. Routes which may be operated by the airline or airlines designated by the Democratic and Popular Republic of Algeria :

   Points in Algeria to and from points in Belgium.

3. The airline or airlines designated by either of the Contracting Parties may call at one or more points not mentioned on the routes specified above without exercising commercial rights between these points and the territory of the other Contracting Party.

However, the exercise of the said commercial rights at intermediate points may be authorized by agreements between the designated airlines concerned for so long as such agreement remains in effect.

Being unable to assess the relative value for their designated airlines of fifth freedom traffic rights beyond the territory of Algeria or of Belgium, the Contracting Parties have made no decision on these points. They have agreed to consult each other on this subject at a later date.