

**No. 16698**

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**NETHERLANDS  
and  
SURINAME**

**Agreement concerning air services between and beyond  
their respective territories (with annex). Signed at  
Paramaribo on 25 November 1975**

*Authentic text: Dutch.*

*Registered by the International Civil Aviation Organization on 25 May  
1978.*

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**PAYS-BAS  
et  
SURINAME**

**Accord relatif aux services aériens entre leurs territoires  
respectifs et au-delà (avec annexe). Signé à Paramaribo  
le 25 novembre 1975**

*Texte authentique : néerlandais.*

*Enregistré par l'Organisation de l'aviation civile internationale le 25 mai  
1978.*

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]AGREEMENT<sup>3</sup> BETWEEN THE KINGDOM OF THE NETHERLANDS AND THE REPUBLIC OF SURINAM CONCERNING AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Kingdom of the Netherlands and the Republic of Surinam, hereinafter referred to as the Contracting Parties,

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944;<sup>4</sup>

Desiring to conclude an agreement supplementary to the said Convention for the purpose of establishing air services between and beyond their respective territories;

Have agreed as follows:

*Article I.* For the purpose of this Agreement, unless the context otherwise requires:

(a) The term “aeronautical authorities” means, in the case of the Kingdom of the Netherlands, for the Netherlands the Minister of Transport and Public Works, and for the Netherlands Antilles the Minister of Transport and Communications in the Netherlands Antilles and any other person or body empowered to perform the functions at present exercised by the said Ministers or similar functions; and, in the case of Surinam, the Minister for Economic Affairs and any other person or body empowered to perform the functions at present exercised by the said Minister or similar functions.

(b) The term “Convention” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any annex adopted under article 90 of that Convention and any amendment to the annexes or Convention under articles 90 and 94 in so far as those annexes and amendments have been adopted by both Contracting Parties.

(c) The term “designated airline or airlines” means an airline or airlines which has/have been designated and authorised in accordance with article III of this Agreement.

(d) The term “tariff” means the prices to be paid for the carriage of passengers and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services but excluding remuneration and conditions for the carriage of mail.

<sup>1</sup> Translation supplied by the International Civil Aviation Organization.

<sup>2</sup> Traduction fournie par l'Organisation de l'aviation civile internationale.

<sup>3</sup> Applied provisionally from 25 November 1975, the date of signature, and came into force definitively on 10 June 1977, the date on which the Contracting Parties informed each other in writing that the formalities required by their national legislations had been completed, in accordance with article XVIII (1).

<sup>4</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; vol. 740, p. 21; vol. 893, p. 117; vol. 958, p. 217, and vol. 1008, p. 213.

(e) The terms “territory”, “airline”, “air service”, “international air service” and “stop for non-traffic purposes” have the meanings respectively assigned to them in articles 2 and 96 of the Convention.

(f) The term “capacity of an aircraft” means the carrying capacity of an aircraft expressed in the number of salable passenger seats and in the salable load carrying weight and volume for cargo and mail.

(g) The term “capacity offered” means the capacity of an aircraft utilised for the operation of an agreed air service, multiplied by the number of flights performed with such an aircraft on such an air service over a given period.

(h) The term “specified route” means the route described in the annex drawn up in pursuance of this Agreement.

(i) The term “frequency” means the number of round trips made by an airline on a specified route over a given period.

(j) The term “change of gauge” means the exchange of one aircraft for another with a smaller capacity at a point on the specified route in the territory of one of the Contracting Parties in such a way that a connecting service is offered; the latter aircraft will thus await the arrival of the larger aircraft for the primary purpose of carrying onward passengers, cargo and mail.

(k) The term “substantial ownership” means that the greater part of the designated airline shall be owned by the Contracting Party designating the airline or its nationals; this provision shall be deemed to be complied with, *inter alia*, if the greater part of the share capital of the designated airline is vested in the Contracting Party designating the airline or its nationals.

(l) A designated airline shall be deemed to comply with the provisions relating to “effective control” provided it does not, for the organisation and operation of the agreed services on the specified routes, rely directly or indirectly upon the facilities of another organisation in such a way that the other organisation must be considered a *de facto* beneficiary under the Agreement, exercising the rights granted by one Contracting Party to the other Contracting Party. The use of hired equipment and cockpit and/or cabin crews for the operation of an agreed service, either partly or wholly, need not necessarily affect the effective control of the designated airline unless the lessor is involved in the economic aspects of the operation.

*Article II.* (1) Each Contracting Party shall grant to the other Contracting Party the following rights for the designated airline or airlines of that other Contracting Party:

(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; and

(c) to make stops in the said territory for the purpose of taking up and discharging passengers, cargo and mail in international traffic, separately or in combination, while operating an air service on a route specified in the annex drawn up in pursuance of this Agreement. Such services and routes are hereinafter referred to as “agreed services” and “specified routes” respectively.

(2) If not otherwise agreed, nothing in this Agreement or the annex thereto shall be deemed to confer on the designated airline or airlines of one Contracting Party the right of carrying passengers, cargo and mail for remuneration or hire,

taken up in the territory of the other Contracting Party and destined for another point in the territory of that other Contracting Party.

*Article III.* (1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines to operate the agreed services on the specified routes.

(2) On receipt of such a notice of designation the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this article, grant without delay to the designated airline or airlines the appropriate operating authorisations.

(3) The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it fulfils the conditions laid down in the laws and regulations normally and reasonably applied to the operation of international air services by the said authorities in conformity with the provisions of the Convention.

(4) Each Contracting Party shall have the right to withhold the operating authorisations referred to in paragraph 2 of this article or to make the exercise by a designated airline of the right specified in article II subject to such conditions as it may deem necessary 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 its nationals.

*Article IV.* (1) Each Contracting Party shall have the right to revoke an operating authorisation, to suspend the exercise of the rights specified in article II of this Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of those 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 its nationals;
- (b) in the event of failure on the part of that airline to comply with the laws and regulations which are normally and reasonably applied to the operation of international air services by the Contracting Party granting these rights; or
- (c) in the event of the airline otherwise failing to operate in accordance with the conditions prescribed under this Agreement.

(2) The right to revoke or suspend an operating authorisation or to impose conditions as referred to in paragraph 1 of this article in the event of the infringement of the aforesaid laws and regulations shall be exercised only after consultation with the other Contracting Party. If such consultation is unsuccessful, each of the Contracting Parties shall have the right, after prior notification to the designated airline or airlines concerned, to proceed to the immediate revocation or suspension of the operating authorisation or to the imposition of conditions as referred to in paragraph 1 of this article if such action is necessary to prevent the further infringement of the said laws and regulations.

*Article V.* (1) Aircraft operated on international air services by the designated airlines of one Contracting Party and their regular equipment, spare parts, supplies of fuel and lubricants, and stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and similar charges on arrival 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 fuel, lubricants, spare parts, regular equipment and food stores brought 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 a designated airline and intended solely for use in the operation of international services shall be exempt from all duties and charges, including the customs duties and inspection fees levied in the territory of the first Contracting Party, even when those supplies are to be used on the parts of the flight carried out over the territory of the Contracting Party in which they are taken on board. The goods referred to above may be required to be kept under customs supervision or control. This provision shall not be construed as imposing on one of the Contracting Parties the obligation to return import duties already levied on such goods.

(3) The regular equipment, spare parts, food stores and supplies of fuel and lubricants carried on board the aircraft of one Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of the latter Party, who may require that those goods be placed under their supervision until such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

*Article VI.* (1) The laws, regulations and procedures of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation or relating to the operation and navigation of such aircraft shall be complied with by a designated airline of the other Contracting Party upon entry into and departure from that territory and during the period of stay in that territory.

(2) The laws and regulations of a Contracting Party relating to entry, clearance, immigration, passports, customs and quarantine shall be complied with by or for crews, passengers, cargo and mail upon entry into and departure from, and during the period of stay in, the territory of that Contracting Party.

(3) Passengers, baggage and cargo in transit across the territory of a Contracting Party shall be subject to no more than simplified control. Baggage and cargo in transit shall be exempt from customs duties and similar charges.

*Article VII.* (1) Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still in force shall be recognised as valid by the other Contracting Party for the purpose of operating the air services on the specified routes, provided that such certificates or licences were issued or rendered valid pursuant to, and in conformity with, the standards established under the Convention. Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals or rendered valid for them by the other Contracting Party.

(2) If the privileges or conditions attaching to the licences or certificates referred to in paragraph 1 above issued by the aeronautical authorities of one Contracting Party to any person or aircraft should permit deviation from the standards established under the Convention, which deviation has been filed with the International Civil Aviation Organization, the aeronautical authorities of the other Contracting Party may request consultation with the aeronautical authorities

of the first-mentioned Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement in matters regarding flight safety shall constitute grounds for the application of article IV of this Agreement.

*Article VIII.* (1) The charges imposed on the aircraft of a designated airline of one Contracting Party for the use of airports and other aviation facilities in the territory of the other Contracting Party shall not be higher than those imposed on aircraft of a national airline engaged in similar international air services.

(2) Neither of the Contracting Parties shall give preference to its own or any other airline over a designated airline of the other Contracting Party in the application of its customs, immigration, quarantine and similar regulations or in the use of airports, airways, air traffic services and associated facilities under its control.

*Article IX.* There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

(1) It is agreed between the two Contracting Parties that the primary objective of the services provided by airlines designated under this Agreement shall be the provision of the capacity required to meet the demand for traffic between the two countries.

(2) The air services made available to the public by the airlines operating under this Agreement shall be closely linked to the public demand for such services.

(3) Both Parties recognise that the development of air services is a legitimate right of their two countries. They therefore agree to consult at the request of one of them on the manner in which the standards referred to in this article are complied with by the respective designated airlines.

(4) Every change of gauge justifiable for reasons of operational economy shall be permitted in all stops on the specified routes. No change of gauge may be made, however, in the territory of the other Party if such a change should modify the characteristics of the operation of a long haul air service or if it would be incompatible with the principles enunciated in this Agreement.

(5) The Contracting Parties shall foster the closest possible cooperation between their designated airlines in respect of the operation of the agreed services on the specified routes.

(6) In respect of the operation of an agreed service on a specified route served by one or more designated airlines of either Contracting Party, the provisions of this article and the annex to this Agreement shall apply.

*Article X.* (1) The tariffs to be paid to the designated airlines of one Contracting Party for transport to or from the territory of the other Contracting Party shall be established at a reasonable level, due regard being paid to all relevant factors including operational costs, a 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 between the designated airlines of both Contracting Parties and such

agreement shall be reached wherever possible through the procedures of the International Air Transport Association for establishing tariffs.

(3) The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least forty-five (45) 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. The aeronautical authorities shall either give their approval or notify the aeronautical authorities of the other Contracting Party of their dissatisfaction with the tariffs submitted within fifteen (15) days of the submission of those tariffs for their approval.

(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 forty-five (45)-day period referred to in paragraph 3 of this article the aeronautical authorities of one Contracting Party notify the aeronautical authorities of the other Contracting Party of their dissatisfaction with any tariff submitted in accordance with paragraph 3 of this article, the aeronautical authorities of the Contracting Parties shall themselves endeavour to establish the tariff by mutual agreement.

(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 establishment of any tariff under paragraph 4, the dispute shall be settled in accordance with the provisions of article XV of this Agreement.

(6) No tariff shall enter into force until the aeronautical authorities of the two Contracting Parties have approved it in accordance with the provisions of this article.

(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.

(8) The aeronautical authorities of the Contracting Parties shall make every effort to ensure that the designated airlines do not charge prices and apply conditions for air transportation different from those approved by the aeronautical authorities of both Contracting Parties.

*Article XI.* Nothing in this Agreement shall be construed as sanctioning the operation of non-scheduled or charter flights to or from the territory of a Contracting Party. Such flights shall be subject to the prior approval of the aeronautical authorities of that Contracting Party, unless its national regulations provide otherwise.

*Article XII.* Each Contracting Party shall grant to the designated airline or airlines of the other Contracting Party the right of free transfer of the excess of receipts over expenditure gained by those airlines in its territory by the carriage of passengers, mail and cargo. Such transfers shall be permitted to be carried out without undue delay at the official rate of exchange, where such a rate exists, and otherwise at the prevailing foreign exchange market rate.

In all cases where the transfer of the excess of receipts over expenditure is governed by a special agreement, that special agreement shall prevail.

*Article XIII.* Profits from the operation of aircraft in international traffic shall be taxable only in the state in which the place of effective management of

the enterprise is situated. If an agreement for the avoidance of double taxation is concluded between the Contracting Parties the provisions of that agreement shall prevail.

*Article XIV.* 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 this Agreement and the annex thereto.

*Article XV.* (1) If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall endeavour in the first instance to settle it by negotiation.

(2) If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body; if they do not so agree, the dispute shall at the request of one of the Contracting Parties be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third, who shall act as President of the tribunal, to be appointed by the two so nominated. 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 diplomatic note requesting arbitration of the dispute by such a tribunal; 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, at the request of either Contracting Party, appoint an arbitrator or arbitrators. In such a case the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.

(3) The Contracting Parties shall comply with all decisions given under paragraph 2 of this article.

(4) The expenses of the arbitral tribunal shall be shared equally by the Contracting Parties.

*Article XVI.* (1) If either of the Contracting Parties wishes to amend any provision of this Agreement or the annex thereto, it may request consultation with the other Contracting Party; such consultation, which may be between the aeronautical authorities and may be conducted by means of personal discussion or correspondence, shall begin within a period of sixty (60) days from the date of delivery of the request, which shall be submitted through diplomatic channels.

(2) Any amendments to this Agreement decided upon during the consultations referred to in paragraph 1 above shall be agreed in writing between the Contracting Parties and shall take effect on the date on which both Contracting Parties inform each other in writing that the formalities required by the national legislation of their respective countries have been completed.

(3) Any amendments to the annex to this Agreement decided upon during the consultations referred to in paragraph 1 above shall be agreed in writing by the aeronautical authorities of the Contracting Parties. Such amendments shall take effect on a date to be established in an exchange of diplomatic notes.

*Article XVII.* The present Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.



*Article XVIII.* (1) This Agreement shall be provisionally applicable from the date of its signature and shall enter into force on the date on which the Contracting Parties inform each other in writing that the formalities required by the national legislation of their respective countries have been completed.

(2) As regards the Kingdom of the Netherlands, this Agreement shall be applicable to the Netherlands and the Netherlands Antilles.

*Article XIX.* (1) Each Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement.

(2) Such notice shall be given at the same time to the International Civil Aviation Organization. Termination shall take effect twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless that notice is withdrawn by agreement before the expiry of this period. If the other Contracting Party fails to acknowledge receipt, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

(3) The Government of the Kingdom of the Netherlands shall have the right to terminate this Agreement with respect to either the Netherlands or the Netherlands Antilles.

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

DONE in two copies at Paramaribo, this 25th day of November, 1975, in the Dutch language.

For the Kingdom of the Netherlands:

J. M. DEN UYL

For the Republic of Surinam:

H. A. E. ARRON

## ANNEX

### ROUTES SCHEDULES

#### *I A. The Netherlands*

The routes to be operated by the designated airline of the Netherlands are: the Netherlands–Frankfort–Paris–Lisbon–Casablanca–Paramaribo and vice versa.

NOTE 1. At the discretion of the designated airline other intermediate points and points beyond may be added to the routes specified for any flight, provided that no fifth freedom traffic to and from Surinam and those points shall take place unless the respective aeronautical authorities agree otherwise.

NOTE 2. At the discretion of the designated airline one or more points on any of the routes specified may be omitted on any flight.

NOTE 3. Unless otherwise agreed between the aeronautical authorities of Surinam and the Netherlands, the designated airline of the Netherlands shall be entitled to fly a maximum of two frequencies per week on the routes specified. If two frequencies a week are flown, a maximum of 250 seats per aircraft in each direction may be offered for passenger transport from Surinam to the Netherlands and vice versa. The same minimum

tariffs shall be applied to all types of subsonic aircraft and shall be established in consultation between the airlines and shall be approved by the respective aeronautical authorities.

NOTE 4. If the designated airline or airlines of Surinam does or do not fly the permitted frequencies, the designated airline of the Netherlands shall be entitled to fly these frequencies in addition to its own.

NOTE 5. Extra flights, supplementary flights or double up flights, i.e., flights incidentally or temporarily carried out to supplement the agreed frequencies on the routes specified as well as for the incidental or temporary increase of the permitted capacity, require the prior permission of the aeronautical authorities of Surinam.

NOTE 6. If the designated airline or airlines of Surinam cooperate with the designated airline of the Netherlands in operating the routes specified, it shall be possible to deviate from the provisions of note 3, provided the aeronautical authorities of Surinam approve.

### *I B. Surinam*

The routes to be operated by the designated airline or airlines of Surinam are: Surinam–Casablanca–Lisbon–Paris–Frankfort–Amsterdam and vice versa.

NOTE 1. At the discretion of the designated airline or airlines other intermediate points and points beyond may be added to the routes specified for any flight, provided that no fifth freedom traffic to and from the Netherlands and those points shall take place unless the respective aeronautical authorities agree otherwise.

NOTE 2. At the discretion of the designated airline or airlines one or more points on any of the routes specified may be omitted on any flight.

NOTE 3. Unless otherwise agreed between the aeronautical authorities of the Netherlands and Surinam, the designated airline or airlines of Surinam shall be entitled to fly a maximum of two frequencies per week on the routes specified. If two frequencies a week are flown, a maximum of 250 seats per aircraft in each direction may be offered for passenger transport from the Netherlands to Surinam and vice versa. The same minimum tariffs shall be applied to all types of subsonic aircraft, and shall be established in consultation between the airlines and shall be approved by the respective aeronautical authorities.

NOTE 4. If the designated airline of the Netherlands does not fly the permitted frequencies, the designated airline or airlines of Surinam shall be entitled to fly these frequencies in addition to its or their own.

NOTE 5. Extra flights, supplementary flights or double up flights, i.e., flights incidentally or temporarily carried out to supplement the agreed frequencies on the routes specified as well as for the incidental or temporary increase of the permitted capacity, require the prior permission of the aeronautical authorities of the Netherlands.

NOTE 6. If the designated airline of the Netherlands cooperates with the designated airline or airlines of Surinam in operating the routes specified, it shall be possible to deviate from the provisions of note 3, provided the aeronautical authorities of the Netherlands approve.

### *II A. Netherlands Antilles*

Routes to be operated by the airline or airlines designated by the Netherlands Antilles: Netherlands Antilles–Port of Spain–Georgetown–Paramaribo and other points beyond to be agreed upon later and vice versa.

Fifth freedom traffic rights between Paramaribo and points beyond shall not be exercised. The exercise of such rights may be agreed upon later between the aeronautical authorities of the Contracting Parties.

NOTE 1. Other intermediate points and points beyond may be served in addition to the specified routes on any or all flights at the option of the designated airline or airlines, provided there is no fifth freedom traffic to or from Surinam *vis-à-vis* such points, unless otherwise agreed between the respective aeronautical authorities.

NOTE 2. One or more points on all routes may be omitted on any or all flights at the option of the designated airline or airlines.

NOTE 3. Unless otherwise agreed between the respective aeronautical authorities, the airline or airlines designated by the Netherlands Antilles may operate on the specified routes a maximum of five (5) frequencies per week with aircraft having a maximum capacity of one hundred and fifty (150) seats per aircraft.

#### II B. *Surinam*

Routes to be operated by the airline or airlines designated by Surinam: Surinam–Georgetown–Port of Spain—one point in the Netherlands Antilles—and beyond to New York–Toronto or Montreal and vice versa.

Fifth freedom traffic rights between the Netherlands Antilles and New York, Toronto and Montreal shall not be exercised. The exercise of such rights may be agreed upon later between the aeronautical authorities of the Contracting Parties.

NOTE 1. Other intermediate points and points beyond may be served in addition to the specified routes on any or all flights at the option of the designated airline or airlines, provided there is no fifth freedom traffic to or from the Netherlands Antilles *vis-à-vis* such points, unless otherwise agreed between the respective aeronautical authorities.

NOTE 2. One or more points on all routes may be omitted on any or all flights at the option of the designated airline or airlines.

NOTE 3. Unless otherwise agreed between the respective aeronautical authorities, the airline or airlines designated by Surinam may operate on the specified routes a maximum of five (5) frequencies per week with aircraft having a maximum capacity of one hundred and fifty (150) seats per aircraft.