No. 16883

BELGIUM
and
EGYPT

Agreement relating to regular air services (with annex). Signed at Cairo on 28 June 1960

Modification of the above-mentioned Agreement

Authentic texts: French and Arabic.

The Agreement and certified statement were registered by Belgium on 25 July 1978.

BELGIQUE
et
ÉGYPTE

Accord relatif aux transports aériens réguliers (avec annexe). Signé au Caire le 28 juin 1960

Modification de l'Accord susmentionné

Textes authentiques : français et arabe.

L'Accord et la déclaration certifiée ont été enregistrés par la Belgique le 25 juillet 1978.

[TRANSLATION — TRADUCTION]

AGREEMENT[1] RELATING TO REGULAR AIR SERVICES BETWEEN THE KINGDOM OF BELGIUM AND THE UNITED ARAB REPUBLIC

The Belgian Government and the Government of the United Arab Republic, hereinafter called "the Contracting Parties",

Being parties to the Convention on International Civil Aviation (hereinafter called "the Convention") signed at Chicago on 7 December 1944,[2]

Considering that it is desirable to organize international air services in a safe and orderly manner and to develop international co-operation to the greatest possible extent in this field,

Considering that it is desirable to stimulate international air travel at the lowest rates compatible with sound economic principles, as a means of promoting friendly understanding and mutual goodwill between peoples, and, at the same time, to ensure the many indirect benefits of this mode of transport for the common welfare of the two countries,

Desiring to conclude an agreement to ensure, on a commercial basis, regular air communications between their respective territories and beyond,

Have appointed representatives for this purpose, who, being duly authorized thereto by their respective Governments, have agreed on the following provisions:

Article I. Each Contracting Party shall grant to the other Contracting Party the right to operate regular air services (hereinafter called the "agreed services") on the air routes specified in the annex to this Agreement (hereinafter called the "specified routes").

Under the provisions of this Agreement, the agreed air services may be inaugurated immediately or at a later date, at the option of the Contracting Party to which these rights are granted.

Article II. 1. Each Contracting Party shall designate in writing to the other Contracting Party one or more airlines which, under this Agreement, shall have the task of operating the agreed services.

2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraph 3 of this article and article III of this Agreement, without undue delay grant the necessary operating authorization.

3. The aeronautical authorities of one Contracting Party may, before granting the required authorization to an airline designated by the other Contracting Party, satisfy itself that such airline meets the customary requirements of the laws and regulations applied by such authorities, provided that these are not in contradiction with the provisions of the Convention or of this Agreement.

4. Upon compliance with the provisions of paragraphs 1 and 2 of this article, an airline so designated and authorized may begin at any time to operate the agreed services.

[1] Applied provisionally from 28 June 1960, the date of signature, and came into force definitively, as modified (see page 128 of this volume), on 26 July 1977 by the exchange of diplomatic notes by which the two Contracting Parties confirmed its approval according to their respective constitutional formalities, in accordance with article XVI.

[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; vol. 740, p. 21; vol. 893, p. 117; vol. 958, p. 217, and vol. 1008, p. 213.

Article III. 1. Each Contracting Party shall have the right to refuse to approve a designated airline and the right to suspend or revoke the operating authorization or to impose such conditions as it deems necessary for the exercise of the rights specified in article V of this Agreement, where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

2. Each Contracting Party reserves the right, after consultation with the other Contracting Party, to suspend the exercise of the rights specified in article V of this Agreement or to impose such conditions as it may consider necessary on the exercise of those rights, in any case where such designated airline fails to comply with the laws and regulations of the Contracting Party granting those rights, provided that those laws and regulations are not in contradiction with the provisions of the Convention or of this Agreement, or if such airline fails to comply with the conditions prescribed in this Agreement.

Article IV. 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 airlines of the other Contracting Party.

2. The laws and regulations governing in the territory of each Contracting Party relating to the admission, stay and departure of passengers, crews or cargo, including those applying to admission, passports, customs and quarantine formalities, shall apply to passengers, crews and cargo carried by aircraft of the airline designated by the other Contracting Party. The Contracting Parties shall, however, consider simplifying passport and visa formalities for the crews of such aircraft.

Article V. 1. For the purpose of operating the agreed services, each Contracting Party shall grant to the designated airlines of the other Contracting Party, subject to the provisions of this Agreement, the right to take on and discharge in its territory international traffic destined for or originating from the territory of that other Contracting Party or the territory of a third country.

2. Paragraph 1 of this article does not give the airlines of a Contracting Party the right to take on in the territory of the other Contracting Party, passengers, cargo or mail carried on a commercial basis and destined for another point in the territory of that same Contracting Party. This prohibition shall apply whatever the point of origin or final destination of such traffic.

Article VI. 1. The designated airlines of the two Contracting Parties shall be accorded fair and equitable treatment for the purpose of the operation of the agreed services.

2. The services agreed upon in this Agreement shall have as their primary objective the provision of capacity adequate to current and reasonably anticipated requirements for air traffic originating from or destined for the territory of the Contracting Party which has designated the airline operating the said services.

3. In the operation of the agreed services, the total capacity provided by the airlines designated by each Contracting Party must be reasonably adequate to the demand for air transport.

Article VII. The rights granted may not be exercised abusively by the airlines designated by either Contracting Party to the detriment or disadvantage of any other airline of the other Contracting Party operating on all or part of the same route.

Article VIII. 1. Aircraft operated on international services by the designated airlines of either Contracting Party, together with their regular airborne equipment, supplies of fuel and lubricants, and aircraft stores (including food, beverages and tobacco) shall,

on arriving in the territory of the other Contracting Party, be exempt from all customs duties, inspection fees and other duties and taxes, 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*) Aircraft stores acquired in the territory of either Contracting Party, within the limits laid down by the authorities of the said Contracting Party, and intended for consumption on board aircraft engaged in an international service of the other Contracting Party;

(*b*) Spare parts imported into the territory of either Contracting Party for the maintenance or repair of aircraft operated on an international service by the designated airlines of the other Contracting Party;

(*c*) Fuel and lubricants 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.

3. The materials, equipment and supplies listed in subparagraphs 1 and 2 of this article may be required to be kept under customs supervision or control.

Article IX. 1. Each Contracting Party shall ensure that its designated airlines transmit, as soon as possible in advance, to the aeronautical authorities of the other Party, all information relating to the operation of the agreed services, such as rates, timetables and any changes in them.

2. Each Contracting Party shall ensure that its designated airlines communicate to the aeronautical authorities of the other Contracting Party statistics relating to the traffic carried on their services to or from the other Contracting Party or in transit across it, classified by origin and destination.

Article X. The rates to be charged shall be established at reasonable levels, due regard being paid to all relevant factors, including economy of operation, reasonable profit, the characteristics of each service (including levels of speed and accommodation) and the rates charged by other airlines operating on the specified routes. They shall be established as follows:

1. The rates to be applied by any airline designated under this Agreement for carriage between the territories of the two Contracting Parties shall be determined according to one of the following principles:

(*a*) In conformity with the recommendations of the International Air Transport Association (IATA) or of any other organization which may succeed it and of which the designated airlines of the two Contracting Parties are members;

(*b*) By direct agreement between the designated airlines operating on the specified routes, where the agreed airlines of either of the two Contracting Parties are not members of IATA or of a similar organization or in the absence of a recommendation by such organization as provided in paragraph (*a*).

It is, nevertheless, understood that, if either of the Contracting Parties has not designated an airline to operate any of the specified routes or established the rates for that route in accordance with paragraph (*a*) above, the airline designated by the other Contracting Party may then determine their rates themselves.

The rates so determined shall be submitted for approval to the aeronautical authorities of the two Contracting Parties and shall take effect 45 days after their communication to the above-mentioned authorities, unless the latter have given prior notice of their disapproval.

2. If the designated airlines fail to agree (as specified in paragraph 1 (*b*) of this article) on the establishment of rates, the Contracting Parties shall themselves endeavour to arrive at a satisfactory settlement and to give effect to it. In the last resort, the arbitration procedure referred to in article XIII of this Agreement shall be resorted to.

Pending settlement of the disagreement, either through direct negotiations between the Contracting Parties or in accordance with the provisions of article XIII of this Agreement, the rates already in force shall be maintained or, in the absence of existing rates, the designated airlines shall impose a reasonable rate.

Article XI. In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties shall consult each other from time to time with a view to ensuring compliance with the principles and the implementation of the measures laid down in this Agreement and shall exchange the information necessary in this regard.

Article XII. Should either Contracting Party consider it desirable to modify the terms of the annex to this Agreement, including the route schedule, it may request that consultations be held between the aeronautical authorities of the two Contracting Parties. These consultations shall begin as soon as possible and, in all cases, within a period of sixty days from the date of the request. Any modification agreed upon by the said authorities shall be applied from the time when such agreement is reached and shall enter into force from the date of its confirmation by an exchange of diplomatic notes.

Article XIII. Without prejudice to the provisions of article XIV,

1. In the event of disagreement concerning the interpretation or application of this Agreement, the Contracting Parties shall first endeavour to settle it by direct negotiations.

2. If these negotiations fail to achieve their objective:

(*a*) The Contracting Parties may refer the matter for decision to an arbitral tribunal chosen by agreement between them or to any other person or body;

(*b*) If the Contracting Parties do not accept the arbitral procedure or if, having accepted it, they are unable to agree on the choice of arbitrators, either of them may request the Council of the International Civil Aviation Organization to settle the dispute between them.

3. Each Contracting Party may request the arbitral tribunal or the Council of ICAO to order that the Contracting Parties take provisional measures until a final decision is given.

4. If either Contracting Party or a designated airline of a Contracting Party fails to comply with a decision given or a provisional measure ordered under paragraphs 2 and 3 of this article, the other Contracting Party may limit, withhold or revoke the rights which it has granted by virtue of this Agreement to the Contracting Party in default or to its designated airlines.

Article XIV. 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.

Such notice having been received, this Agreement shall cease to be in force twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement between the Contracting Parties before the expiry of that period. If the other Contracting Party fails to acknowledge receipt, notice shall be deemed to have been received fourteen days after the date of receipt of the copy of the notice by the Council of the International Civil Aviation Organization.

Article XV. 1. For the purposes of this Agreement, the expression "aeronautical authorities" means, in the case of the Kingdom of Belgium, the Aviation Administration and the Ministries of the Belgian Congo and of Rwanda-Urundi competent with regard

to the application of the Agreement to the Congo and, in the case of the United Arab Republic, the Director-General of Civil Aviation or, in both cases, any person or agency empowered to assume the functions at present exercised by them.

2. The expression "designated airline" means any airline which either Contracting Party may have chosen to operate the agreed services and which has been designated in accordance with the provisions of article II of this Agreement.

3. The annex to this Agreement shall be deemed to be an integral part of the Agreement, and, except where otherwise provided, all references to the Agreement shall include references to the annex.

Article XVI. This Agreement shall be applied from the date of its signature and shall enter into force on the date on which the Contracting Parties exchange diplomatic notes confirming that they have approved it in accordance with their respective constitutional formalities.

IN WITNESS WHEREOF, the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed this Agreement and have thereto affixed their seals.

DONE in Cairo, in duplicate, in the French and Arabic languages, both texts being equally authentic.

For the Belgian Government:

[*Signed*]

M. IWEINS D'EECKHOUTTE

For the Government of the United Arab Republic:

[*Signed*]

M. SOLIMAN EL HAKIM

ANNEX

A.I. Airlines designated by the Belgian Government shall be entitled to operate air services, in both directions, on the routes specified below:

1. Brussels—a point in France or a point in Germany and/or a point in Switzerland and/or a point in Czechoslovakia and/or a point in Austria and/or a point in Italy and/or a point in Greece—Cairo—Fort Archambault and/or Entebbe and/or points beyond.
2. Brussels—a point in France or a point in Germany and/or a point in Switzerland and/or a point in Czechoslovakia and/or a point in Austria and/or a point in Italy and/or a point in Greece—Cairo—Teheran or Abadan and/or Bahrain and/or Karachi and/or points beyond.
3. Brussels—a point in Germany and/or Prague and/or a point in Vienna and/or Athens and/or a point in Turkey—Damascus—Teheran or Abadan and/or Bahrain and/or Karachi and/or points beyond.

II. Airlines designated by the Government of the United Arab Republic shall be entitled to operate air services, in both directions, on the routes specified below:

1. Points in the United Arab Republic—a point in Turkey and/or Athens and/or Belgrade and/or a point in Italy and/or Vienna and/or a point in Czechoslovakia and/or a point in Switzerland and/or a point in Germany—Brussels—London—New York.
2. Points in the United Arab Republic—Athens and/or a point in Italy and/or a point in Switzerland and/or a point in Germany—Brussels—Amsterdam and/or Copenhagen and/or Stockholm.

3. Points in the United Arab Republic—Khartoum, Leopoldville or Elisabethville—Johannesburg.

B. The designated airlines of each Contracting Party may serve only three intermediate points between the United Arab Republic and Belgium, in both directions.

C. The designated airlines of each Contracting Party may, permanently or temporarily, omit any point on the routes specified above.

MODIFICATION OF THE AGREEMENT OF 28 JUNE 1960[1] BETWEEN THE KINGDOM OF BELGIUM AND THE UNITED ARAB REPUBLIC RELATING TO REGULAR AIR SERVICES

By an exchange of notes dated 26 July 1977, which entered into force by the exchange of the said notes, the Parties stipulated that the above-mentioned Agreement is not applicable to Syria and that the stopping points granted to the United Arab Republic in the territory of the former Belgian Congo (as described in the route-schedule annexed to the Agreement) are to be considered abrogated.

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[1] See p. 122 of this volume.