

No. 18361

**BELGIUM
and
GERMAN DEMOCRATIC REPUBLIC**

Air Transport Agreement (with annex and exchange of letters). Signed at Berlin on 11 June 1975

Authentic texts: French, Dutch and German.

Registered by Belgium on 24 March 1980.

**BELGIQUE
et
RÉPUBLIQUE DÉMOCRATIQUE ALLEMANDE**

Accord relatif au transport aérien (avec annexe et échange de lettres). Signé à Berlin le 11 juin 1975

Textes authentiques : français, néerlandais et allemand.

Enregistré par la Belgique le 24 mars 1980.

[TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT¹ BETWEEN THE KINGDOM OF BELGIUM AND THE GERMAN DEMOCRATIC REPUBLIC

The Kingdom of Belgium and the German Democratic Republic, desiring to develop and strengthen their mutual relations in the field of civil aviation, have decided to conclude the following Agreement:

Article 1. (1) For the purposes of this Agreement:

The term “aeronautical authorities” means, in the case of the Kingdom of Belgium, the Ministry of Communications, Aeronautics Administration, and, in the case of the German Democratic Republic, the Ministry of Communications, Civil Aviation Administration, or, in either case, any other body or person authorized to perform the functions and exercise the rights of these authorities.

The term “territory” means the land and water areas and territorial waters adjacent thereto under the sovereignty of a State as well as the airspace above such areas and waters.

The term “designated airline” means an airline which has been designated by one of the Contracting Parties to operate the agreed services on the specified routes.

The term “agreed services” means the air services agreed upon in the annex to this Agreement on the routes specified therein.

(2) The annex to this Agreement shall form an integral part thereof. All references to this Agreement, unless otherwise expressly provided, shall apply also to the annex.

Article 2. (1) The Contracting Parties grant each other the rights specified in this Agreement with a view to the establishment of the agreed services on the routes specified in the annex.

(2) The designated airline of each of the Contracting Parties shall enjoy the following rights when operating the agreed services on the specified routes:

- (a) To fly without landing across the territory of the other Contracting Party in transit from or to a third State;
- (b) To make stops for non-traffic purposes in the said territory;
- (c) To make stops in the said territory for the purpose of taking up passengers, mail or cargo destined for the Contracting Parties or discharging passengers, mail or cargo coming from the Contracting Parties;
- (d) To make stops in the said territory for the purpose of taking up passengers, mail or cargo destined for the points in other States specified in the annex or discharging passengers, mail or cargo coming from those points.

(3) The designated airline of one Contracting Party shall not have the right to take up for remuneration, in the territory of the other Contracting Party, passengers, mail or cargo destined for another point in that territory.

¹ Came into force on 20 June 1979 by the exchange of the instruments of ratification, which took place at Brussels, in accordance with article 19.

Article 3. (1) Each Contracting Party designates an airline to operate the agreed services. The designated airlines are specified in the annex.

(2) Subject to the conditions stated in paragraph 3 below, the Contracting Parties shall, without delay, authorize the designated airlines to begin air traffic on the agreed services if a request for such authorization is made.

(3) The designated airlines, their aircraft and their crews shall be subject in the territory of the other Contracting Party to the laws and regulations concerning air navigation in force in that territory. Each Contracting Party may require from the designated airline of the other Contracting Party proof of its ability to satisfy the conditions specified in the laws and regulations concerning international air navigation.

(4) Each Contracting Party shall have the right to deny or restrict the exercise of the rights granted in article 2, paragraph 1, to the designated airline of the other Contracting Party or to deny or revoke the operating authorization referred to in article 3, paragraph 2, where, following its request for proof that, in respect of the Kingdom of Belgium, the airline designated by it is largely owned and actually controlled by natural persons or bodies corporate of the Kingdom of Belgium and, in respect of the German Democratic Republic, the airline designated by it is largely owned and actually controlled by bodies corporate of the German Democratic Republic, such proof has not been provided. The same shall apply where a designated airline fails to observe the provisions of this Agreement and the laws and regulations of the other Contracting Party concerning flights into, from and across its territory or the operation of aircraft in international air traffic in that territory.

(5) The Contracting Parties shall in principle exercise the rights mentioned in paragraph 4 above only after the consultations provided for in article 15, paragraph 1, have taken place.

Article 4. (1) Both Contracting Parties guarantee the designated airlines fair and equal opportunities for the operation of the agreed services between their territories.

(2) The conditions governing the operation of the agreed services and any changes in those conditions shall be established, before operation, by agreement between the designated airlines, their mutual interests being taken into account.

(3) If the designated airlines fail to reach an agreement, the aeronautical authorities of the Contracting Parties shall endeavour to settle the disagreement.

If the aeronautical authorities fail to reach an agreement, the procedure specified in article 15 shall apply.

Article 5. Requests for permission for flights not included in the agreed airline timetable shall be handled in accordance with the applicable domestic legislation and decisions of the Contracting Parties.

Article 6. (1) Aircraft of the designated airlines shall, while flying within the territory of the other Contracting Party, bear their appropriate nationality and registration marks as prescribed for international flights.

(2) When flying pursuant to this Agreement, the aircraft of the designated airline of each Contracting Party must have the following documents on board:

- (a) Their certificate of registration;
- (b) Their certificate of airworthiness;

- (c) The appropriate licences for each member of the crew;
- (d) The aircraft's radio station licence;
- (e) Their journey logbook or other equivalent document;
- (f) Their cargo manifest and mail manifest;
- (g) The permits required for special cargo.

The certificates mentioned in (a) and (b) may be combined in a single document where the internal legislation of either Contracting Party so provides.

(3) Certificates of airworthiness and licences for crew members which have been issued or declared valid by the Contracting Party with which the aircraft is registered and are still valid shall be recognized as valid by the other Contracting Party.

(4) Each Contracting Party reserves the right, however, to refuse to recognize, in respect of flights within its own territory, licences for flight personnel granted to its own nationals by the other Contracting Party.

Article 7. (1) Aircraft of either Contracting Party employed by the designated airlines in international air navigation shall be exempt from customs duties and other charges on arriving in and departing from the territory of the other Contracting Party. The same shall apply to:

- All equipment and spare parts of such aircraft,
- Fuel and lubricant supplies,
- Stores (such as food, alcoholic beverages and tobacco),

which are on board such aircraft or are introduced into the territory of the other Contracting Party for maintenance or repair work or for making up the necessary stores and are stored there and re-exported.

(2) Such products may be stored only with the consent of the customs authorities of the said other Contracting Party. Similarly, no customs duties or other charges shall be levied on stores taken on board in the territory of the other Contracting Party for consumption on the agreed services.

Article 8. (1) The aircraft, crews, passengers and cargo of one Contracting Party shall be subject, while in the territory of the other Contracting Party, to the laws and regulations in force there relating to public order and safety, in particular the laws and regulations relating to frontier, customs and foreign-exchange control, as well as health, veterinary and phytosanitary regulations.

(2) The Contracting Parties shall jointly take, in connection with the arrival and departure of an aircraft, all preventive measures which are necessary in accordance with the international rules for the prevention of the spread of contagious diseases.

Article 9. (1) Every airway which may be used by the designated airline of one Contracting Party for the operation of international air service may also be used by the designated airline of the other Contracting Party for the operation of the agreed services.

(2) In order to ensure flight safety on the specified routes, each Contracting Party shall guarantee for aircraft registered in the other Contracting State the use of all available services, including radio communications, radio aids to navigation, fire-extinguishing and life-saving apparatus, ground facilities and meteorological services.

(3) The tariffs of charges and other remunerations for the use of airports and other technical facilities shall not be higher for aircraft of the designated airline of the other Contracting Party than those applied in respect of aircraft belonging to airlines of third States used in international air navigation.

Article 10. (1) In the establishment of the passenger and freight tariffs applicable to the agreed services, account shall be taken of all factors such as operating costs, a reasonable profit and the characteristics of the air services operated.

(2) The tariffs referred to in paragraph 1 above shall be agreed by the designated airlines of the Contracting Parties.

(3) The tariffs so agreed shall be submitted for approval to the aeronautical authorities of both Contracting Parties at least thirty (30) days before the proposed date of their entry into force. In special cases, this time-limit may be reduced, subject to the agreement of the said authorities.

(4) If the designated airlines are unable to agree on tariffs in accordance with the provisions of paragraph 2 above, or if the aeronautical authority of a Contracting Party does not approve tariffs submitted to it for approval in accordance with paragraph 3 above, the aeronautical authorities shall try to establish by agreement tariffs for the routes or portions of routes for which no agreement exists.

(5) If the aeronautical authorities of the Contracting Parties fail to reach an agreement as provided in paragraph 4 above, article 15 shall apply. So long as no agreement has been reached, the Contracting Party which stated its disagreement shall have the right to require the other Contracting Party to maintain the tariffs previously in force.

Article 11. In respect of income obtained by the designated airline of one Contracting Party in the territory of the other Contracting Party from the operation of the agreed services, the Contracting Parties agree to forgo the collection of turnover tax and other similar charges.

Article 12. Each of the two Contracting Parties shall guarantee the other Contracting Party the free transfer, at the official rate of exchange and in accordance with the foreign exchange regulations in force at the time, of the net income obtained in its territory from the carriage of passengers, baggage, mail and cargo by the designated airline of the said other Contracting Party. If the transfer of payments between the Contracting Parties is governed by a special agreement, that agreement shall apply.

Article 13. (1) The designated airline of each of the Contracting Parties shall have the right to maintain in the territory of the other Contracting Party an agency having the necessary personnel for the operation of the agreed services.

(2) The personnel of any such agency shall be composed of nationals of either or both of the Contracting Parties; the laws and regulations of the State of residence shall apply to such personnel.

Article 14. (1) Each Contracting Party shall assist aircraft of the other Contracting Party in distress in its territory in the same manner as it assists its own aircraft engaged in international air services. In the event of an accident resulting in human death, severe bodily injury or serious damage to the aircraft, the Contracting Party in whose territory the accident occurred shall render assistance without delay

to crew and passengers, protect the mail, baggage and cargo on board and take care of their further transportation.

(2) The Contracting Party in whose territory the accident occurred shall, without delay, notify the Contracting Party with which the aircraft is registered and immediately institute an inquiry to determine the causes and circumstances of the accident. The other Contracting Party shall have the right to send observers.

(3) The aeronautical authority conducting the inquiry shall, after it has been concluded, send a technical report on the inquiry to the aeronautical authority of the other Contracting Party.

Article 15. (1) The aeronautical authorities of the Contracting Parties shall, whenever necessary, consult each other in a spirit of close co-operation with a view to ensuring the uniform application of this Agreement and the annex thereto.

(2) If any disagreement arises between the Contracting Parties concerning the interpretation or application of this Agreement, the Contracting Parties shall first endeavour to settle it by direct negotiations between their aeronautical authorities. If this fails, the disagreement shall be settled between the Contracting Parties through the diplomatic channel.

Article 16. The present Agreement and the annex thereto shall be communicated to the Council of the International Civil Aviation Organization for registration.

Article 17. (1) Amendments to this Agreement must be agreed on between the Contracting Parties.

(2) Any amendments to the annex to this Agreement shall be made by the aeronautical authorities of the Contracting Parties.

Article 18. The present Agreement is concluded for an indeterminate period. Notice of its termination may be given in writing by either Contracting Party at the earliest after a period of five years from the date of exchange of the instruments of ratification and it shall terminate one year after the date of delivery of such notice.

Article 19. The present Agreement shall enter into force on the date of exchange of the instruments of ratification, which shall take place in Brussels.

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

DONE at Berlin, on 11 June 1975, in two originals, each in the French, Dutch and German languages, all three texts being equally authentic.

For the Kingdom of Belgium:

[PAUL BIHIN]

For the German Democratic
Republic:

[Dr. VOLKMAR WINKLER]

ANNEX TO THE AIR TRANSPORT AGREEMENT BETWEEN THE KINGDOM OF BELGIUM AND THE GERMAN DEMOCRATIC REPUBLIC

I. For the purposes of this Agreement, the “designated airlines” are:

- In the case of the Kingdom of Belgium: Sabena Société anonyme belge d’exploitation de la navigation aérienne, having its principal place of business in Brussels, Kingdom of Belgium;
- In the case of the German Democratic Republic: Interflug Gesellschaft für internationalen Flugverkehr mbH, having its principal place of business in Berlin, German Democratic Republic, Berlin-Schönefeld Central Airport.

II. Air services to be operated by the designated airline of the Kingdom of Belgium pursuant to article 2 of this Agreement:

<i>Point of departure</i>	<i>Intermediate points</i>	<i>Points in the territory of the German Democratic Republic</i>	<i>Points beyond</i>
Brussels		Berlin-Schönefeld	Tokyo Two other points in Asia, which will be determined by agreement subsequently Warsaw (only for passengers, mail and cargo not subject to the <i>Einheitlicher Passagierbeförderungstarif</i> —EAPT (Uniform Passenger Transport Tariff) or the <i>Einheitlicher Güterbeförderungstarif</i> —EAGT (Uniform Cargo Transport Tariff)) Moscow (without traffic rights between Berlin-Schönefeld and Moscow)

III. Air services to be operated in accordance with article 2 of this Agreement by the designated airline of the German Democratic Republic:

<i>Point of departure</i>	<i>Intermediate points</i>	<i>Points in the territory of the Kingdom of Belgium</i>	<i>Points beyond</i>
Berlin-Schönefeld		Brussels	Havana A point in North America, which will be determined by agreement subsequently A point in South America, which will be determined by agreement subsequently Rabat

IV. The designated airline of each Contracting Party may combine and/or omit the aforementioned points.

EXCHANGE OF LETTERS

I

[DR. V. WINKLER]¹

THE HEAD OF THE DELEGATION OF THE GERMAN DEMOCRATIC REPUBLIC

Berlin, 11 June 1975

Sir,

In connection with the signing on today's date of the Air Transport Agreement between the Kingdom of Belgium and the German Democratic Republic, I have the honour to confirm that, in addition to the provisions of that Agreement, the following has been agreed:

(1) The airline designated by the Kingdom of Belgium shall have the right to employ as crew members of aircraft operating the agreed services, in addition to Belgian nationals, nationals of a third State. Such nationals of a third State must hold the licences referred to in article 6, paragraph 2 (c), of the Agreement or a crew member's certificate issued or validated by the Belgian aeronautical authorities.

(2) In accordance with article 8, paragraph 1, and article 13, paragraph 2, of the Agreement, crew members and other personnel must apply duly in advance for entry visas. Such visas shall be granted to them for six months and shall give them the right, during that period of validity, to an unlimited number of entries into and departures from the territory of the other Contracting Party. Crews employed in the agreed services may spend the night at touchdown points provided that they depart on the aeroplane on which they arrived or on their next scheduled flight. In that case, they may circulate freely in the city where the touchdown point is situated.

(3) The assistance provided for in article 14, paragraph 1, of the Agreement shall be granted in the territory defined in article 1, paragraph 1, of the Agreement as well as on the high sea within the flight information region coming under the responsibility of the aeronautical authority of the Contracting Party on which such assistance is incumbent.

(4) 1. The rendering of services in relation to the equipment, maintenance or repair of aircraft of one Contracting Party used in international air navigation shall be exempt from the payment of turnover tax in the territory of the other Contracting Party.

2. This exemption shall also apply to:

- (a) All goods destined for the equipment, maintenance or repair of aircraft of the designated airline of a Contracting Party used in international air navigation;
- (b) Stores, subject to the provisions of article 7 of the Agreement, supplied in the territory of the other Contracting Party for such aircraft.

Accept, Sir, etc.

[Signed]

Dr. V. WINKLER

His Excellency Mr. Paul Bihin
Ambassador of Belgium to the German
Democratic Republic in Berlin

¹ Text between brackets appears only in the authentic Dutch text.

II

MR. PAUL BIHIN

AMBASSADOR OF BELGIUM TO THE GERMAN DEMOCRATIC REPUBLIC

Berlin, 11 June 1975

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows:

[See letter I]

I have the honour to inform you that the Belgian Government agrees with the foregoing letter.

Accept, Sir, etc.

[Signed]

P. BIHIN
Ambassador

His Excellency Dr. Volkmar Winkler
Head of the Delegation of the German
Democratic Republic
