

**No. 22861**

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**NETHERLANDS  
and  
GERMAN DEMOCRATIC REPUBLIC**

**Agreement concerning air transport (with appendix). Signed  
at The Hague on 21 July 1976**

*Authentic texts: Dutch and German.*

*Registered by the International Civil Aviation Organization on 4 April 1984.*

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**PAYS-BAS  
et  
RÉPUBLIQUE DÉMOCRATIQUE ALLEMANDE**

**Accord relatif aux services aériens (avec appendice). Signé à  
La Haye le 21 juillet 1976**

*Textes authentiques : néerlandais et allemand.*

*Enregistré par l'Organisation de l'aviation civile internationale le 4 avril 1984.*

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

AGREEMENT<sup>3</sup> BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS AND THE GOVERNMENT OF THE GERMAN DEMOCRATIC REPUBLIC CONCERNING AIR TRANSPORT

The Government of the Kingdom of the Netherlands and the Government of the German Democratic Republic,

Desiring to develop and strengthen relations between the two States in the field of civil aviation,

Have agreed on the following:

*Article 1.* For the purposes of this Agreement and the attached Annex the terms below shall have the following meanings:

a) “Aeronautical authorities”: in the case of the Kingdom of the Netherlands the “Rijksluchtvaartdienst”; in the case of the German Democratic Republic, the Ministry of Transport, Main Department of Civil Aviation, or in both cases any person or body which is authorised to represent the powers and rights of these bodies;

b) “Designated airline”: an airline designated by each of the Contracting Parties to engage in international air transport within the framework of this Agreement in accordance with Article 3;

c) “Territory”: the land areas and waters of a State and the territorial waters adjacent thereto and the air space above them;

d) “Agreed air services”: the air services on the routes which have been determined in the Annex drawn up on the basis of this Agreement.

*Article 2.* (1) In accordance with the provisions of this Agreement, the airline designated by each Contracting Party shall enjoy the following rights in operating the agreed air services in the territory of the State of the other Contracting Party:

a) To fly to and from the points specified in the Annex;

b) To make non-commercial stops;

c) To make stops with the purpose of taking on or setting down passengers, mail and/or cargo destined for and originated from the territory of its State;

d) To make stops with the purpose of taking on passengers, mail and/or cargo destined for the points in other States specified in the Annex or originating from them.

(2) The rights laid down in paragraph 1 may only be exercised in the air corridors and at the border crossing points determined for international aviation by the respective Contracting Parties.

<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> Came into force provisionally on 21 July 1976, the date of signature, and definitively on 27 January 1977 by an exchange of notes by which the Contracting Parties informed each other of the completion of their constitutional requirements, in accordance with article 20(1).

(3) The designated airline of either Contracting Party shall not be entitled to carry passengers, mail or cargo for hire or reward in the territory of the other Contracting Party and destined for another point in the territory of the State of this Contracting Party.

*Article 3.* (1) Each Contracting Party shall designate in writing an airline to operate air transport within the framework of this Agreement.

(2) Without prejudice to the provisions of paragraph 3 of this Article, the Contracting Parties shall immediately grant an operating authorisation to the designated airline for air transport on the agreed air services as soon as an application has been submitted.

(3) The designated airlines, together with their aircraft and crews, shall be subject to the legal regulations on aviation in force in the territory of the other State and to the general legal regulations, unless otherwise determined in this Agreement. Each Contracting Party may demand proof from the designated airline of the other Contracting Party that it is in a position to comply with the conditions regulating international aviation contained in the legal regulations.

(4) Each Contracting Party has the right to withhold or restrict the rights granted under Article 2 to the designated airline of the other Contracting Party or to withhold or revoke the operating authorisation referred to in paragraph 2 of this Article if upon its request it cannot be proven that substantial ownership and effective control of that airline are vested in nationals or subjects or corporate bodies of the other Contracting Party or in the Party itself. The same applies if the airline fails to comply with the provisions of this Agreement, the obligations it entails and the legal regulations of the other Contracting Party concerning entry, exit and transit and also the operation of aircraft in international aviation in the territory of its State.

(5) The Contracting Parties shall make use of the rights referred to in paragraph 4 of this Article only after the consultation referred to in Article 16 has been held, unless an immediate restriction of the rights referred to in Article 2 or immediate revocation of the operating authorisation referred to in paragraph 2 of this Article is necessary to prevent further infringement of laws or of this Agreement.

*Article 4.* (1) The designated airlines shall as soon as possible and in any case no later than 30 days before commencing air transport on the agreed air services submit for the approval of the aeronautical authorities of the other Contracting Party the time-tables together with the type of aircraft to be used. This shall also apply to any subsequent alterations.

(2) Requests for permission for flights outside the agreed time-table shall be submitted in accordance with the relevant domestic legal regulations of the Contracting Parties.

*Article 5.* (1) When flying within the territory of the State of the other Contracting Party, the aircraft of the designated airlines shall bear their marks of nationality and registration.

(2) When engaging in air transport on the basis of this Agreement, the aircraft of the designated airline of each Contracting Party shall carry the following documents on board:

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

- c) The relevant certificates of competency of each crew-member;
- d) The permit for the aircraft's radio installation;
- e) Their logbook or other equivalent document;
- f) Their cargo or mail manifest;
- g) The prescribed permits for special cargoes.

In accordance with the domestic legal regulations of each of the Contracting Parties, the documents referred to under letters *a*) and *b*) may be combined in one document.

(3) The certificates of airworthiness and the certificates of competency for the aviation personnel which have been issued or declared valid by the Contracting Party with whom the aircraft is registered and are still valid shall be recognised as valid by the other Contracting Party.

(4) Each Contracting Party reserves the right, however, to refuse to recognise for flights within the territory of its State the certificates of competency for aviation personnel issued by the other Contracting Party to its nationals.

*Article 6.* (1) The Contracting Parties shall set the same requirements and conditions for the airlines designated by them for the operation of air transport on the agreed air services.

(2) The transport capacity and all other conditions regulating the operation of the agreed air services shall be agreed between the designated airlines, with due observance of the interests of each.

(3) The airlines designated by each Contracting Party shall in any event have the right to provide one scheduled flight per week on the routes laid down in the Annex.

*Article 7.* (1) Upon arrival in the territory of the State of either Contracting Party, no customs duties or other charges shall be levied on aircraft operated in international aviation by the designated airline of a Contracting Party or on their regular equipment, spare parts, supplies of fuel and lubricants, food and drink intended for consumption by the passengers and crew (on board) and on articles intended to be sold during the flight, provided that these goods remain on board the aircraft until they are re-exported.

(2) Exemption from all national customs duties and other charges shall be granted on supplies of fuel and lubricants, spare parts, regular equipment and articles for consumption on board which are taken on board aircraft in the territory of the State of either Contracting Party by or for the designated airline of the other Contracting Party or introduced into this territory exclusively for use in international air transport. This also applies if these supplies are used on the parts of the route over the territory of the State of the other Contracting Party. The materials referred to above may be kept under Customs supervision.

(3) Regular equipment, spare parts, articles for consumption on board, articles intended to be sold during the flight and also the supplies of fuel and lubricants on board the aircraft of either Contracting Party, may be unloaded in the territory of the State of the other Contracting Party only with the approval of the customs authorities of that Party; the customs authorities may demand that these goods be placed under their supervision until they are re-exported or that other arrangements for them be made in accordance with customs regulations.

*Article 8.* (1) The passengers, aircraft crews and the carriage of mail, cargo and baggage shall be subject to the legal regulations concerning passports, registration, customs, foreign currency and matters of a medical, veterinary or phytopathological nature imposed by the State in whose territory the entry, stay or import is effected or from whose territory departure or export takes place.

(2) The Contracting Parties shall take all the precautionary measures with regard to the arrival and departure of an aircraft which are necessary under international regulations to prevent the spread of infectious diseases.

*Article 9.* (1) Each Contracting Party shall guarantee to the designated airline of the other Contracting Party the use of all available facilities to safeguard and operate civil aviation, including radio and navigation equipment, lighting, ground services and meteorological services.

(2) The costs incurred and other payments made in connection with the use of airports and other technical facilities for the aircraft of the designated airline of the other Contracting Party shall be in accordance with the general tariffs in force.

*Article 10.* (1) The tariffs to be charged for the carriage of passengers and cargo between the territories of the States of the Contracting Parties and those applying to transit traffic shall be determined with due regard for all the circumstances such as operating costs, reasonable profit, the special circumstances of the various routes and the relevant tariffs which have been laid down internationally. The procedure of establishing the tariffs shall be in accordance with the provisions of the following paragraphs.

(2) The tariffs shall be laid down in consultation between the designated airlines.

(3) The tariffs laid down in this manner shall be submitted for the approval of the aeronautical authorities at least one month before the proposed date of their introduction. In special cases this time limit may be reduced if the aeronautical authorities agree to this.

(4) If no arrangement as referred to in the second paragraph of this Article is agreed upon between the designated airlines or if one of the Contracting Parties does not agree with the tariffs submitted to it in pursuance of paragraph 3, the aeronautical authorities shall determine between themselves any tariffs on which no agreement has been reached.

(5) If the aeronautical authorities of the two Contracting Parties cannot reach agreement in pursuance of the provisions of paragraph 4 of this Article, Article 17 shall apply.

(6) The designated airlines shall not apply any tariffs on which agreement has not been reached and for which approval has not been granted.

*Article 11.* The revenue obtained by the designated airline of either Contracting Party in the territory of the State of the other Contracting Party from air transport shall not be subject to tax or any other duties by the latter Contracting Party.

*Article 12.* Each Contracting Party shall, at the official rate of exchange and in accordance with the foreign currency regulations in force, permit the free transfer of the net income received by the designated airline of the other Contracting Party for the carriage of passengers, baggage, mail and cargo. If payments between the Contracting Parties are regulated by a special treaty, this treaty shall apply.

*Article 13.* (1) The designated airlines shall be entitled to establish their own agency in the territory of the State of the other Contracting Party and also to maintain the staff necessary for the operation of the agreed air services.

(2) The staff referred to in the first paragraph of this Article shall comprise subjects of one or both Contracting Parties; exceptions shall require the approval of the aeronautical authorities of the State in which the staff are resident.

(3) The staff referred to in the first and second paragraphs of this Article shall be subject to the legal regulations of the State in which they are resident.

(4) The protection of the commercial interests of the designated airline of either Contracting Party on the territory of the State of the other Contracting Party shall be subject to a general sales agency agreement to be concluded between the designated airlines.

*Article 14.* (1) Each Contracting Party shall undertake to render within the territory of its State to aircraft of the other Contracting Party which are in distress the same assistance as it would render to its own aircraft in international aviation. Without prejudice to the control of the aeronautical authorities of the Contracting Party that is obliged to render assistance, the aeronautical authorities of the Contracting Party with whom the aircraft is registered and the airline designated by this Party shall be permitted, in consultation with the aforementioned aeronautical authorities, to render the assistance required by the circumstances.

(2) Assistance from either Contracting Party to an aircraft of the other Contracting Party which is in distress shall also be rendered as far as possible when the aircraft is above the open seas but within the flight information area of the first-mentioned Contracting Party.

(3) In the case of an emergency landing or an accident, the Contracting Parties shall immediately render all necessary assistance to the aircraft of the other Contracting Party and to the crew and passengers. They shall also protect the mail, baggage and cargo carried on board and send them on as quickly as possible. The costs shall be borne by the airline in whose interest the services referred to above are performed.

(4) If an emergency landing or an accident has caused serious damage to the aircraft or to its equipment or has caused fatalities or serious injury or if thereby serious material damage has occurred on the ground, the aeronautical authorities of the State in whose territory the emergency has occurred shall immediately initiate an inquiry, at the same time inform the aeronautical authorities of the other Contracting Party and invite them to send observers to participate in the inquiry.

(5) If the aeronautical authorities of the Contracting Party invited to send observers do not do so within forty-eight hours of having received information of an entry visa having been granted, the inquiry may be completed without their participation. The aeronautical authorities holding the inquiry shall provide the aeronautical authorities of the other Contracting Party with comprehensive information and shall supply them with an original copy of the official report on the inquiry, regardless of whether their observers have participated in the inquiry.

*Article 15.* (1) The permitted entry of the aircraft of either Contracting Party operating in international aviation into the territory of the State of the other Contracting Party or the permitted transit flight over the territory of this State, with or without landing shall lead neither to the aircraft being seized or impounded nor to a claim being made against the owner or holder of the aircraft nor to any other steps

being taken by or in the name of the State of entry or by any person there on the grounds that the design, mechanism, parts, fittings or operation of the aircraft contravene a patent, type or model which has been formally granted or registered in the State of entry, it being understood that in the State which the aircraft has entered no security may be demanded in exchange for releasing the aircraft.

(2) The provisions of the first paragraph of this Article shall also apply to the storage of spare parts and spare equipment for the aircraft and to the right to use and fit these parts for repairs to the aircraft of either Contracting Party in the territory of the State of the other Contracting Party, provided that a patented spare part or item of equipment in storage on the territory of the State of the Contracting Party which the aircraft has entered is neither sold nor otherwise disposed of nor exported for commercial purposes.

*Article 16.* (1) The aeronautical authorities of the Contracting Parties shall, as the need arises, consult each other in a spirit of close cooperation with a view to ensuring the uniform implementation of this Agreement and Annex.

(2) Such consultation, which may take place orally or by correspondence between the aeronautical authorities, shall begin within 60 days of the request being made.

*Article 17.* (1) If any disputes arise between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall attempt to settle them by direct negotiation between their aeronautical authorities.

(2) If these disputes cannot be settled in accordance with the provision of paragraph 1 of this Article, they shall be submitted by the aeronautical authorities of the two Contracting Parties to their governments to enable settlement to be reached through diplomatic channels.

*Article 18.* (1) If one of the Contracting Parties desires modifications to the provisions of the Agreement or the Annex, it may request consultation with the other Contracting Party. This consultation, which may take place orally or by correspondence between the aeronautical authorities, shall begin within 60 days of the request being made.

(2) Each modification to this Agreement, agreed in writing between the Contracting Parties in accordance with the provision of paragraph 1 of this Article, shall come into force on the day on which the Contracting Parties have informed each other by means of Notes that the constitutional requirements have been complied with.

(3) Modifications to the Annex of the Agreement may be agreed in writing by the aviation authorities. Such amendments shall come into force on the day on which the modifications are confirmed by Exchange of Notes.

*Article 19.* This Agreement shall be registered with the International Civil Aviation Organisation.

*Article 20.* (1) This Agreement shall be provisionally applicable from the date of signature and shall come into force definitively on the day on which the Notes are exchanged in which the Contracting Parties inform each other that the constitutional requirements to which they are subject have been complied with.

(2) In the case of the Kingdom of the Netherlands, this Agreement shall apply only to the Kingdom's territory in Europe.

(3) Either Contracting Party may terminate the Agreement, in writing, at any time. In this case the Agreement shall terminate one year after the date of receipt of the notice by the other Contracting Party unless the notice to terminate is withdrawn by agreement between the Parties to the Agreement before the expiry of this period.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries have signed this Agreement.

DONE at The Hague on 21 July 1976 in two copies in the Dutch and German languages, both texts being equally authentic.

For the Government of the Kingdom of the Netherlands:  
M. VAN DER STOEL

For the Government of the German Democratic Republic:  
OTTO ARNDT

APPENDIX TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS AND THE GOVERNMENT OF THE GERMAN DEMOCRATIC REPUBLIC CONCERNING AIR TRANSPORT

I

Routes which shall be flown by the designated airline of the German Democratic Republic:

<i>Points of departure in the territory of the German Democratic Republic</i>	<i>Intermediate points</i>	<i>Points in the territory of the Kingdom of the Netherlands</i>	<i>Point beyond</i>
Berlin	—	Amsterdam	—

II

Routes which shall be flown by the designated airline of the Kingdom of the Netherlands:

<i>Points of departure in the territory of the Kingdom of the Netherlands</i>	<i>Intermediate points</i>	<i>Points in the territory of the German Democratic Republic</i>	<i>Point beyond</i>
Amsterdam	—	Berlin	—