No. 25569

BELGIUM
and
SAUDI ARABIA

Air Transport Agreement (with annex). Signed at Riyadh on 13 April 1986

Authentic texts: French, Dutch, Arabic and English.
Registered by Belgium on 7 January 1988.

BELGIQUE
et
ARABIE SAOUDITE

Accord en matière de transport aérien (avec annexe). Signé à Riyad le 13 avril 1986

Textes authentiques : français, néerlandais, arabe et anglais.
Enregistré par la Belgique le 7 janvier 1988.

AIR TRANSPORT AGREEMENT[1] BETWEEN THE KINGDOM OF BELGIUM AND THE KINGDOM OF SAUDI ARABIA

PREAMBLE

The Government of the Kingdom of Belgium and the Government of the Kingdom of Saudi Arabia,

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944,[2]

Recognizing the importance of the continued development of international air transportation in the world, as matter of common interest and public need,

Desiring further to conclude an Agreement for the purpose of establishing and promoting commercial air services between their respective territories,

Have, through their duly appointed and authorized representatives, agreed in this Agreement, as follows:

Article 1. For the purposes of this Agreement:

A. "Agreement" shall mean this Agreement, with the Annex attached thereto, and any amendments thereto.

B. "Aeronautical authorities" shall mean, in the case of the Kingdom of Belgium, the Ministry of Communications, Directorate General of Civil Aviation, and, in the case of the Kingdom of Saudi Arabia, the Presidency of Civil Aviation, or, in both cases, any person or body authorized to perform the functions exercised at present by those authorities.

C. "Designated airline" shall mean an airline that one Contracting Party has notified the other Contracting Party, in accordance with the provisions of Article 3, to be the airline which will operate on a specified route listed in the Annex to this Agreement.

D. "Air service" and "airline" shall have the meanings specified in Article 96 of the Convention.

Article 2. A. Each Contracting Party subject to the provisions of this Agreement and the Annex attached thereto, grants to the other Contracting Party the rights necessary for the conduct of air services by a designated airline of that Party, as follows:

1. To fly across the territory of the other Contracting Party without landing;
2. To land in the territory of the other Contracting Party for non-traffic purposes; and,
3. To take up and set down international traffic in passengers, cargo, and mail, separately or in combination, at the points specified in the Annex to the Agreement.

[1] Came into force on 5 September 1987 by the exchange of notes (effected on 29 April and 5 September 1987), provided for by article 16 of the said Agreement.

[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; vol. 1008, p. 213, and vol. 1175, p. 297.

B. Nothing in Paragraph A above shall be deemed to confer on the airline of one Contracting Party the right of taking up, in the territory of the other Contracting Party, passengers, cargo, or mail carried with or without remuneration or hire, and bound for another point in the territory of that Contracting Party.

Article 3. Air service on a route specified in the Annex to this Agreement may be inaugurated by an airline of one Contracting Party at any time after that Contracting Party has designated in writing through Diplomatic channels such airline for that route and the other Contracting Party has granted the appropriate operating and technical permission. Such other Contracting Party shall, subject to Articles 4 and 6, grant this permission without delay, provided that the designated airline may be required to qualify before the competent aeronautical authorities of that Contracting Party, under the laws and regulations normally applied by those authorities, before being permitted to engage in the operations contemplated in this Agreement.

Article 4. A. Each Contracting Party reserves the right to withhold or revoke the operating permission referred to in Article 3 of this Agreement, with respect to an airline designated by the other Contracting Party, or to impose conditions on such permission in the event that:

(1) Such airline fails to qualify under the laws and regulations normally applied by the aeronautical authorities of that Contracting Party;

(2) Such airline fails to comply with the laws and regulations referred to in Article 5 of this Agreement; or

(3) That Contracting Party is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in nationals of that Contracting Party.

B. Unless immediate action is essential to prevent infringement of the laws and regulations referred to in Article 5 of this Agreement, the right to revoke such permission shall be exercised only after consultation with the other Contracting Party.

Article 5. A. The laws and regulations of one Contracting Party governing 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 a designated airline of the other Contracting Party and shall be complied with by such aircraft upon entrance into or departure from and while within the territory of the first Contracting Party.

B. The laws and regulations of one Contracting Party governing the admission to or departure from its territory of passengers, crew, mail, and cargo of aircraft, including those relating to entry, clearance, immigration, passports, customs, currency, and quarantine, shall be complied with by or on behalf of such passengers, crew, mail, and cargo of aircraft of a designated airline of the other Contracting Party, upon entering into or departing from and while within the territory of the first Contracting Party.

Article 6. A. Certificates of airworthiness, certificates of competency, and licenses issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid, are equal to or above the minimum standards which may be established pursuant to the Convention

on International Civil Aviation. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.

B. The aeronautical authorities of each Contracting Party may at any time request consultations concerning the safety and security standards and requirements relating to aeronautical facilities, airmen, aircraft, and the operation of the designated airline which are maintained and administered by the other Contracting Party. The standards and requirements to be satisfied shall be equal or above those which may be established pursuant to the Convention on International Civil Aviation. If needed corrective action is not forthcoming within a reasonable time from the other Contracting Party, the aeronautical authorities of the first Contracting Party may invoke the provisions of Article 4 of this Agreement, and impose conditions on the operating permission granted to the designated carrier of the other Contracting Party.

Article 7. A. Each Contracting Party shall exempt the designated airline of the other Contracting Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees, and other national duties and charges on fuel, lubricants, consumable technical supplies, spare parts including engines, regular equipment, ground equipment, stores, and other items intended for use solely in connection with the operation or servicing of aircraft of the airline of the other Contracting Party engaged in international air services. The exemptions provided under this paragraph shall apply to items:

1. Introduced into the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party;
2. Retained on aircraft of the designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or
3. Taken on board aircraft of the designated airline of one Contracting Party in the territory of the other and intended for use in international air service, whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption.

B. The exemptions provided for by this Article shall also be available in situations where the designated airline of one Contracting Party has entered into arrangements with another airline for the loan or transfer in the territory of the other Contracting Party of the items specified in Paragraph A above, provided such other airline similarly enjoys such exemptions from such other Contracting Party.

Article 8. A. There shall be a fair and equal opportunity for the designated airline of each Contracting Party to operate the agreed air services and routes in this Agreement.

B. In such operation by the designated airline of either Contracting Party, the interest of the airline of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same route.

C. The air services made available to the public by the airlines operating under this Agreement, shall bear a close relationship to the requirements of the public for such services.

D. The air services provided by a designated airline under this Agreement shall retain as their primary objective the provision of capacity adequate to the traffic

demands between the country of which such airline is a national and the countries of ultimate destination of the traffic. The right to embark or disembark on such services international traffic bound for and coming from third countries at a point or points on the routes described in the Annex to the Agreement shall be applied in accordance with the general principles of orderly development to which both Contracting Parties subscribe and shall be subject to the general principle that capacity should be related to:

(1) Traffic requirements between the country of origin and the countries of ultimate destination of the traffic,

(2) The requirements of through airline operations, and,

(3) The traffic requirements of the area through which the airline passes, after taking account of local and regional air services.

Article 9. A. All rates to be charged by an airline of either Contracting Party to or from points to the territory of the other Contracting Party shall be subject to the approval of the aeronautical authorities of both Contracting Parties, who shall act in accordance with their obligations under this Agreement, within the limits of their legal powers.

B. Such rates, as referred to in Paragraph A above, shall be established at reasonable levels, due regard being paid to all relevant factors, to include or reflect the costs of operation, a reasonable profit, and the rates charged by other airlines, as well as the characteristics of the service.

C. The rates which may be proposed by an airline of either Contracting Party for movement between their respective territories shall be submitted to the aeronautical authorities of Contracting Parties for their approval at least thirty (30) days before the proposed date of their introduction, unless, in special cases, the time limit is reduced and then upon the agreement of the said authorities.

D. The airlines of the Contracting Parties shall, in proposing rates, consult with each other, and with other airlines operating over the whole or part of the concerned route or routes, with the objective of effecting coordination and reaching agreement among themselves on the proposed rate or rates, and such agreement shall, where possible, be reached through the traffic conference procedures of the International Air Transport Association (IATA) or those of other airline associations or bodies which may be recognized for the purpose by the Contracting Parties.

E. If the designated airlines are unable to agree on a proposed rate and agreement otherwise cannot be reached among the airlines in accordance with the provisions of Paragraph D above, and, if during the first fifteen (15) days of the thirty-day period referred to in Paragraph C above, one Contracting Party gives the other Contracting Party notice of its dissatisfaction with a proposed rate, a right which may be exercised pursuant to this Paragraph, then and thereupon the aeronautical authorities of the Contracting Parties shall endeavor to reach agreement on an appropriate rate.

F. In the event that no agreement can be reached on an appropriate rate before the end of the thirty-day period referred to in Paragraph C above, at which time the proposed rate would become effective, or during a reasonable period of time, the provisions of Article 12 of this Agreement shall apply.

G. Until such time as a new rate has been established by agreement of the Contracting Parties, the rate previously approved shall remain in effect.

Article 10. A. The designated airline of one Contracting Party shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party, and generally conduct its business in that territory. The designated airline shall have the right to sell its air services, and any person shall be free to purchase such transportation, in the currency of the territory of the other Contracting Party.

B. Any rate specified in terms of the national currency of one of the Contracting Parties shall be established in an amount which reflects the effective exchange rate (including all exchange fees or other charges) at which the airlines of both Parties can convert and remit the revenues from the sale of their air transport services into the national currency of the other Party.

C. Each designated airline shall have the right to convert and remit to its country local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly and without restrictions at the rate of exchange in effect for the sale of transportation at the time such revenues are presented for conversion and remittance and shall be exempted from taxation to the fullest extent permitted by national law.

D. If a Contracting Party does not have a convertible currency and requires the submission of applications for conversion and remittance, the designated airline of the other Contracting Party shall be permitted to file such applications as often as weekly free of burdensome or discriminatory documentary requirements.

Article 11. Each Contracting Party shall, upon request, provide the aeronautical authorities of the other Contracting Party with such statistics as may be necessary to determine the amount of passenger and freight carried on their air services over the routes operated pursuant to this Agreement, with consideration being given to the possible joint preparation or exchange of true origin and destination statistics for air passenger traffic.

Article 12. Either Contracting Party may at any time request consultations on the interpretation, application or amendment of this Agreement and its Annex. Such consultations shall begin within a period of sixty (60) days from the date of receipt of the request for consultations by the other Contracting Party, unless a different commencement time is agreed to by the two Contracting Parties. Should agreement be reached on amendment of the Agreement or the Annex, such amendment will come into effect upon confirmation by an exchange of diplomatic notes.

Article 13. A. Any dispute with respect to matters covered by this Agreement not satisfactorily adjusted through consultation shall, upon request of either Contracting Party, be submitted to arbitration in accordance with the procedures set forth herein.

B. Arbitration shall be by a tribunal of three arbitrators constituted as follows:

1. One arbitrator shall be named by each Contracting Party within sixty (60) days of the date of delivery by either Contracting Party to the other of a request for arbitration. Within thirty (30) days after such period of sixty (60) days, the two arbitrators so designated shall by agreement designate a third arbitrator, who shall not be a national of either Contracting Party.
2. If either Contracting Party fails to name an arbitrator, or if the third arbitrator is not agreed upon in accordance with paragraph B.1., either Contracting Party

may request the President of the Council of the International Civil Aviation Organization to designate the necessary arbitrator or arbitrators.

C. Each Contracting Party shall use its best efforts consistent with its national law to put into effect any decision or award of the arbitral tribunal.

D. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Contracting Parties.

Article 14. This Agreement with the attached Annex and all amendments thereto shall be registered with the International Civil Aviation Organization.

Article 15. A. Either of the Contracting Parties may at any time notify the other Contracting Party by diplomatic note of its intention to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. The Agreement shall terminate one year after the date of the receipt of the notice of intention to terminate, unless by agreement between the Contracting Parties such notice is withdrawn before the expiration of that time.

B. In the absence of acknowledgment of receipt by the other Contracting Party, notice of intention to terminate the Agreement shall be deemed to have been received fourteen (14) days after the receipt of the notice has been received by the International Civil Aviation Organization.

Article 16. This Agreement shall enter into force on the date on which its ratification is mutually notified by an exchange of diplomatic notes.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement with the Annex.

DONE this 13th day of April 1986, at Riyadh, in four originals, in the Arabic, English, French, and Dutch languages, the texts being equally authentic. In case of any divergency of interpretation, the English shall prevail.

For the Government
of the Kingdom of Belgium:

[*Signed*]

HERMAN DE CROO
Minister of Communications
and Foreign Trade

For the Government
of the Kingdom of Saudi Arabia:

[*Signed*]

ABDULRAHMAN BIN ABDULAZIZ
Deputy Minister of Defence
and Aviation

ANNEX

A. The airline designated by the Government of the Kingdom of Belgium shall be entitled to operate air services on each of the specified routes, as follows:

Points in the Kingdom of Belgium to Jeddah or Dhahran and vice versa.

B. The airline designated by the Government of the Kingdom of Saudi Arabia shall be entitled to operate air services on each of the specified routes, as follows:

Points in the Kingdom of Saudi Arabia to Brussels and vice versa.