

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 2023 Nr. 140

A. TITEL

*Verdrag inzake luchtvervoer tussen het Koninkrijk der Nederlanden, ten behoeve van Curaçao, en de Republiek Trinidad en Tobago (met Bijlage);
Port of Spain, 24 november 2023*

Voor een overzicht van de verdragsgegevens, zie verdragsnummer 013171 in de Verdragenbank.

B. TEKST

Air Transport Agreement between the Kingdom of the Netherlands, in respect of Curaçao, and the Republic of Trinidad and Tobago

The Kingdom of the Netherlands, in respect of Curaçao,

and

the Republic of Trinidad and Tobago (hereinafter referred to individually as the "Contracting Party" and collectively as the "Contracting Parties");

Being parties to the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944;

Desiring to facilitate the expansion of international air service opportunities;

Recognising that efficient and competitive international air services enhances trade and economic growth;

Desiring to ensure the highest degree of safety and security in international air services; and

Recalling the Agreement between the Government of the Kingdom of the Netherlands and the Government of the Republic of Trinidad and Tobago relating to air services between and beyond the Netherlands Antilles and Trinidad and Tobago, signed at Port of Spain, on 24 September 1997;

Have agreed as follows:

Article 1

Definitions

1. For the purpose of this Agreement, unless the context otherwise requires:
 - a) the term "aeronautical authorities" means, in the case of Trinidad and Tobago, the Minister for Transport and the Civil Aviation Authority of Trinidad and Tobago; in the case of the Kingdom of the Netherlands, in respect of Curaçao, the Minister responsible for Civil Aviation; or, in both cases, any person or body who may be authorised to perform any functions at present exercisable by the above-mentioned persons or bodies or similar functions;
 - b) the term "Agreement" means this Agreement, its Annex and any amendments thereto;
 - c) the term "capacity" means the amount of services provided under this Agreement, usually measured in the number of flights (frequencies) or seats or tonnes of cargo offered in a market (city pair, or country to country) or on a route during a specific period, such as daily, weekly, seasonally or annually;
 - d) the term "Caribbean Community Member State" means a Member State of the Revised Treaty of Chaguaramas establishing the Caribbean Community;

- e) the term “the Convention” means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof, insofar as such Annexes or amendments have become effective for both Contracting Parties;
- f) the term “designated airline” means an airline which has been designated and authorised in accordance with Article 3 (Designation and Authorisation) of this Agreement;
- g) the term “tariff” means any fare, rate or charge for the carriage of passengers, baggage or cargo (excluding mail) in air transportation (including any other mode of transportation in connection therewith) charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;
- h) the term “territory” in relation to a Contracting Party has the meaning assigned to it in Article 2 of the Convention and includes the archipelagic waters and territorial seas together with the airspace above these areas under the sovereignty of the State;
- i) the term “user charges” means a charge made to airlines by the competent authority or permitted by that authority to be made, for the provision of airport property or facilities or of air navigation facilities or aviation security facilities or services, including related services and facilities, for aircraft, their flight crew, passengers and cargo;
- j) the terms “air service”, “international air service”, “airline”, and “stop for non-traffic purposes” have the meaning assigned to them in Article 96 of the Convention; and
- k) all references to words in the singular shall be construed to include the plural and all references to words in the plural shall be construed to include the singular as the context requires.

Article 2

Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the following rights in respect of international air services conducted by the designated airlines of the other Contracting Party:
 - a) the right to fly across its territory without landing;
 - b) the right to make stops in its territory for non-traffic purposes;
 - c) the right, in accordance with the terms of their designations, to make stops at points specified in the Route Schedule in the Annex to this Agreement for the purpose of taking on board and discharging passengers, baggage, cargo, mail, separately or in combination, coming from or destined for points on the specified routes; and
 - d) the rights otherwise specified in this Agreement.
2. The airlines of each Contracting Party, other than those designated under Article 3 (Designation and Authorisation) of this Agreement, shall also enjoy the rights specified in paragraph 1 sub-paragraphs (a) and (b) of this Article.
3. Nothing in this Article shall be deemed to confer on the designated airlines of each Contracting Party the right to take on board, in the territory of the other Contracting Party, passengers, their baggage, cargo, or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party. No commercial traffic rights shall be exercised by the designated airlines of Curaçao between Trinidad and Tobago. No commercial traffic rights shall be exercised by the designated airlines of Trinidad and Tobago between Curaçao and the Netherlands (including the Caribbean part of the Netherlands (Bonaire, Sint Eustatius, and Saba)), between Curaçao and Sint Maarten, and between Curaçao and Aruba.

Article 3

Designation and Authorisation

1. Each Contracting Party shall have the right to designate, in writing through diplomatic channels, one or more airlines to operate the agreed services on each of the specified routes and to withdraw or alter such designations.
2. On receipt of such designation and of an application from a designated airline, in the form and manner prescribed for operating authorisation and technical permission, the aeronautical authorities of the other Contracting Party shall grant the appropriate operating authorisation and technical permission with minimum procedural delay, provided that:
 - a) the airline is established in and has a valid Air Operator’s Certificate in the other Contracting Party; or, in the case of Trinidad and Tobago, is established in and has a valid Air Operator’s Certificate in a Caribbean Community Member State; and
 - b) effective regulatory control of the airline is exercised and maintained by the other Contracting Party; or, in the case of Trinidad and Tobago, by a Caribbean Community Member State, in accordance with sub-paragraph (a) of this paragraph, which is responsible for issuing its Air Operator’s Certificate and the relevant aeronautical authority is clearly identified in the designation; and

- c) the airline is owned directly or through majority ownership by either Contracting Party or its nationals; or, in the case of Trinidad and Tobago, by any Caribbean Community Member State or nationals of such States in accordance with sub-paragraph (a) of this paragraph and shall at all times be effectively controlled by such States or its nationals; and
- d) the airline is able to satisfy the aeronautical authorities of the Contracting Party receiving the designation that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such aeronautical authorities in conformity with the Convention; and
- e) the Contracting Party designating the airline is in compliance with Article 8 (Aviation Safety) and Article 9 (Aviation Security) of this Agreement.

3. Each Contracting Party shall have the right to refuse to grant the operating authorisation and technical permission referred to in paragraph 2 of this Article in any case where the provisions of this Article have not been met.

4. In the event that an airline has its principal place of business in a Contracting Party, the other Contracting Party may waive the condition set out in sub-paragraph (c) of paragraph 2.

5. On receipt of the operating authorisation and technical permission, a designated airline may at any time begin to operate the agreed services for which it is so designated, provided that the designated airline complies with the applicable provisions of this Agreement.

Article 4

Withholding, Revocation, Suspension and Limitation of Operating Authorisation or Technical Permission

1. Each Contracting Party shall have the right to withhold, revoke, suspend, limit or impose conditions on the operating authorisation or technical permission of a designated airline of the other Contracting Party, in the case of an airline designated by either Contracting Party:

- a) where it is not satisfied that the provisions of Article 3 (Designation and Authorisation) of this Agreement are being met; or
- b) in the case of failure by that airline to comply with the laws or regulations in force in the territory of the Contracting Party granting these rights; or
- c) in case the designated airline otherwise fails to operate the agreed services in accordance with the conditions prescribed under this Agreement; or
- d) the airline is unable to satisfy the aeronautical authorities of the Contracting Party receiving the designation that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such aeronautical authorities in conformity with the Convention; or
- e) the Contracting Party designating the airline is not in compliance with Article 8 (Aviation Safety) or Article 9 (Aviation Security) of this Agreement; or
- f) the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement; or in the case of an airline of a Caribbean Community Member State designated by Trinidad and Tobago;
- g) the airline is already authorised to operate under a bilateral air services agreement between the Kingdom of the Netherlands, in respect of Curaçao, and another Caribbean Community Member State other than Trinidad and Tobago, and it can be demonstrated that by exercising traffic rights under this Agreement on a route that includes a point in that other Caribbean Community Member State, including the operation of a service which is marketed as, or otherwise constitutes, a through service, the airline would in effect be circumventing restrictions on the traffic rights imposed by the bilateral air services agreement between the Kingdom of the Netherlands, in respect of Curaçao, and that other Caribbean Community Member State; or
- h) the airline designated holds an Air Operators' Certificate issued by a Caribbean Community Member State other than Trinidad and Tobago and there is no bilateral air services agreement between the Kingdom of the Netherlands, in respect of Curaçao, and that Caribbean Community Member State and it can be demonstrated that the necessary traffic rights to conduct the proposed operation are not reciprocally available to the airlines designated the Kingdom of the Netherlands, in respect of Curaçao; or
- i) is not satisfied that effective regulatory control is exercised by the Caribbean Community Member State.

2. Unless immediate withholding, revocation, suspension, limitation or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringement of laws or regulations, such right shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party designating the airline, in accordance with Article 23 (Consultations) of this Agreement.

3. Each Contracting Party shall notify the other Contracting Party in writing with reasons for its refusal, revocation, suspension or limitation as soon as possible. In exercising its rights under this paragraph, the Kingdom of the Netherlands, in respect of Curaçao, shall not discriminate between Caribbean Community Member State air carriers on the grounds of nationality.

4. This Article does not limit the right of each Contracting Party to withhold, revoke, suspend, limit or impose conditions on the operating authorisation or technical permission of a designated airline of the other Contracting Party, in accordance with the provisions of Article 8 (Aviation Safety) or Article 9 (Aviation Security) of this Agreement.

Article 5

Application of Laws

1. The laws and regulations of each Contracting Party governing entry into and departure from its territory of aircraft engaged in international air services, or the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the designated airline of the other Contracting Party.
2. The laws and regulations of each Contracting Party relating to the entry into, stay in and departure from its territory of passengers, flight crew and cargo including mail such as those regarding immigration, customs, currency and health and quarantine shall apply to passengers, flight crew, cargo and mail carried by the aircraft of the designated airline of the other Contracting Party while they are within the said territory.
3. Neither Contracting Party shall give preference to its own or any other airline over a designated airline of the other Contracting Party engaged in similar international air services in the application of its laws and regulations provided for in this Article.

Article 6

Direct Transit

Passengers, baggage, cargo and mail in direct transit through the territory of each Contracting Party and not leaving the area of the airport reserved for such purpose shall not be subject to further examination except for reasons of aviation security, narcotics control, prevention of illegal entry or in special circumstances. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 7

Recognition of Certificates and Licences

1. Certificates of airworthiness, certificates of competency and licences issued or validated in accordance with the laws and regulations of each Contracting Party shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services, provided always that such certificates or licences are issued or validated, equal to, or above the minimum standards established under the Convention.
2. Each Party reserves the right, however, to refuse to recognise for the purpose of flights above or landing within its own territory, certificates of competency and licenses granted to its own nationals by the other Party.

Article 8

Aviation Safety

1. Each Contracting Party may request consultations at any time concerning safety standards adopted by the other Contracting Party in any area relating to flight crew, aircraft or the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and the other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of paragraph 1 of Article 4 (Withholding, Revocation, Suspension and Limitation of Operating Authorisation or Technical Permission) of this Agreement.
3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the airlines of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party,

on board and around the aircraft to check both the validity of the aircraft documents and those of its flight crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or a series of ramp inspections gives rise to:
- a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or
 - b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificates or licences in respect of that aircraft or in respect of the flight crew of that aircraft have been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by an airline of one Contracting Party in accordance with paragraph 3 of this Article is denied by a representative of the airline, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 of this Article arise and draw the conclusions referred to in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultations or otherwise, that immediate action is essential to the safety of an airline operation.

7. Any action by one Contracting Party in accordance with paragraph 2 or paragraph 6 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

Article 9

Aviation Security

1. Each Contracting Party may request consultations at any time concerning security standards in any area relating to flight crew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of that request.

2. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Montreal Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991, and any other convention or protocol relating to civil aviation security which becomes binding on both Contracting Parties.

3. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and flight crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties. Each Contracting Party shall require that airlines it has designated to operate the agreed services on the specified routes, and the operators of airports in its territory, act in conformity with such aviation security provisions.

5. Each Contracting Party agrees that any designated airline shall be required to observe the aviation security provisions referred to in paragraph 4 of this Article and in conformity with the laws and regulations in force in the other Contracting Party as required for entry into, departure from, or while within the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, flight crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also act favourably upon any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

6. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and flight crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof, to the extent practicable under the circumstances.

7. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the aeronautical authorities of the first Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph 1 of Article 4 (Withholding, Revocation, Suspension and Limitation of Operating Authorisation or Technical Permission) of this Agreement. When required by an emergency, or to prevent further non-compliance with the provisions of this Article, a Contracting Party may take interim action under paragraph 1 of Article 4 (Withholding, Revocation, Suspension and Limitation of Operating Authorisation or Technical Permission) of this Agreement prior to the expiry of fifteen (15) days. Any action taken in accordance with that paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

Article 10

User Charges

1. Neither Contracting Party shall impose or permit to be imposed on the designated airlines of the other Contracting Party user charges higher than those imposed on its own airlines operating similar international air services.

2. Each Contracting Party shall encourage consultations on user charges between their competent charging authorities and airlines using the services and facilities provided by those competent charging authorities, where practicable through those airlines' representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.

3. Neither Party shall, in dispute resolution procedures pursuant to Article 23 (Consultations) of this Agreement, be held to be in breach of a provision of this Article, unless:

- a) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Party within a reasonable amount of time; or
- b) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

Article 11

Customs Duties and Other Charges

1. Each Contracting Party shall on the basis of reciprocity exempt the designated airline of the other Contracting Party to the fullest extent possible under its laws, rules and regulations from customs duties, excise taxes, inspection fees, and other national duties and charges on aircraft, fuel, ground equipment, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, security equipment, aircraft stores and other items such as printed material, intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline of the other Contracting Party operating the agreed services.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph 1 of this Article:

- a) introduced into the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party provided that such items may be required to be kept under customs supervision or control;
- b) retained on aircraft used by the designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or
- c) taken on board aircraft used by the designated airline of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services, whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption, provided the ownership of such items is not transferred in the territory of the said Contracting Party.

3. 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 1 of this Article, provided that such other airline similarly enjoys such exemption from the other Contracting Party.

Article 12

Fair Competition

1. Each Contracting Party shall allow a fair and equal opportunity for the airlines of both Contracting Parties to compete in providing the international air transportation governed by this Agreement based on commercial considerations in the market place.
2. Each Contracting Party shall take appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of a designated airline of the other Contracting Party.
3. Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air services it offers. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Contracting Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.
4. Neither Contracting Party shall impose on the designated airlines of the other Contracting Party a first-refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to capacity, frequency or traffic that would be inconsistent with the purposes of this Agreement.
5. Save and except for non-scheduled flights, neither Contracting Party shall require the filing of schedules, programmes or operational plans by airlines of the other Contracting Party for approval, except as may be required on a non-discriminatory basis to enforce the uniform conditions foreseen by paragraph 2 of this Article or as may be specifically authorized in this Agreement. If a Contracting Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air transportation intermediaries and on airlines of the other Contracting Party.

Article 13

Tariffs

1. Each Contracting Party shall allow tariffs for air transportation to be established by airlines of both Contracting Parties based upon commercial considerations in the marketplace. Intervention by the Contracting Parties shall be limited to:
 - a) prevention of unreasonably discriminatory prices or practices;
 - b) protection of consumers from tariffs that are unreasonably high or restrictive due to the abuse of a dominant position.
2. Either Contracting Party may require notification of or filing with its aeronautical authorities of tariffs to be charged to or from its territory by airlines of the other Contracting Party. Such notification or filing by the airlines may be required to be made not later than the initial offering of a tariff, regardless of the form, electronic or other, in which the tariff is offered.
3. Neither Contracting Party shall take unilateral action to prevent the commencement or continuation of a tariff proposed to be charged by (i) an airline of either Contracting Party for international air services between the territories of the Contracting Parties, or (ii) an airline of one Contracting Party for international air services between the territory of the other Contracting Party and any other country, including in both cases transportation on an interline or intraline basis. If either Contracting Party believes that any such tariff is inconsistent with the considerations set forth in paragraph 2 of this Article, it shall request consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than thirty (30) days after receipt of the request, and the Contracting Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Contracting Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such mutual agreement, the new tariff shall have effect or continue to be in effect.

Article 14

Remittance of Earnings

1. Each Contracting Party shall permit the designated airlines of the other Contracting Party to convert and transmit abroad to a country of the airline's choice, on demand, all local revenues from the sale of air services and associated activities directly linked to air services in excess of sums locally disbursed.
2. Currency conversion and remittances under paragraph 1 of this Article should be permitted promptly in a freely convertible currency of the airline's choice without restrictions, discrimination or taxation in respect thereof at the rate of exchange applicable as of the date of the request for conversion and remittance.

Article 15

Commercial Activities

1. Each Contracting Party shall accord the designated airlines of the other Contracting Party the right to sell and market international air services and related products in its territory, either directly or through agents or other intermediaries of the airlines' choice, including the right to establish offices, both on-line and off-line.
2. Each designated airline shall have the right to sell air services in the currency of the other Contracting Party or, at its discretion, in freely convertible currencies of other countries, and any person shall be free to purchase such air services in currencies accepted by that airline.
3. The designated airlines of each Contracting Party shall have the right, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, to bring into and maintain in the territory of the other Contracting Party their own managerial, technical, operational and other specialist staff who are required for the operation of international air services and the right to use the services or personnel of any other organisation, company or airline operating in the territory of the other Contracting Party.
4. The designated airlines of each Contracting Party shall have the right to pay for local expenses, including purchase of fuel, in the territory of the other Contracting Party in local currency. At their discretion, the designated airlines of each Contracting Party may pay for such expenses in the territory of the other Contracting Party in freely convertible currencies according to local currency regulation.

Article 16

Cooperative Arrangements

In operating or holding out the agreed services on the specified routes, the designated airlines of each Contracting Party shall be permitted to enter into cooperative marketing arrangements such as blocked-space or code-sharing arrangements, with:

- a) any airline of a Contracting Party;
 - b) any airline of a third country; and
 - c) any surface transportation provider of a Contracting Party, subject to the national laws and regulations of the Contracting Party receiving the designated airline, in conjunction with the international passenger or cargo air service,
- provided that,
- (i) all airlines in such arrangements are authorized to operate on the routes and segments concerned; and
 - (ii) in respect of any tickets sold, the airline notifies the purchaser at the point of sale which airline or entity will actually operate each sector of the service and with which airline or entity the purchaser is entering into a contractual relationship.

Article 17

Operational Flexibility

1. Either Contracting Party may prevent the use of leased aircraft for services under this Agreement which does not comply with Article 8 (Aviation Safety) and Article 9 (Aviation Security) of this Agreement.
2. Each airline may, in operating services authorized by this Agreement, use its own aircraft or aircraft that have been:
 - a) dry leased (leased without flight crew);
 - b) subleased;
 - c) rented by the hour (interchange or lease for hours); or
 - d) wet leased (leased with flight crew, insurance and maintenance),

through a contract between airlines of either Contracting Party or third countries, observing the laws and regulations of each Contracting Party and the Protocol on the Amendment to the Convention (Article 83 bis).

3. The aeronautical authorities of the Contracting Parties shall conclude a specific agreement establishing the conditions of transfer of responsibility for safety, as provided by the International Civil Aviation Organization.

4. Subject to paragraph 1 of this Article, the designated airlines of each Contracting Party may use leased aircraft from other airlines to operate the agreed services under this Agreement, provided that such arrangements are not equivalent to giving a lessor airline of another country access to traffic rights not otherwise available to that airline.

Article 18

Change of Gauge

1. Each designated airline may on any or all flights on the agreed routes and at its option, change aircraft in the territory of the other Contracting Party or at any point along the specified routes, provided that:

- a) aircraft used beyond the point of change of aircraft shall be scheduled in coincidence with the inbound or outbound aircraft, as the case may be; and
- b) in the case of a change of aircraft in the territory of the other Contracting Party and where more than one aircraft is operated beyond the point of change, not more than one such aircraft may be of equal size and none may be larger than the aircraft used on the third and fourth freedom sector.

2. For the purpose of change of gauge operations, a designated airline may use its own equipment and, subject to national regulations, leased equipment, and may operate under commercial arrangements with another airline.

3. A designated airline shall use identical flight numbers for the sectors of its change of aircraft operations.

Article 19

Intermodal Services

The designated airlines of each Contracting Party shall be permitted to use surface modes of transport, subject to the national laws and regulations of the Contracting Party receiving the designated airline, in conjunction with the international passenger or cargo air services.

Article 20

Ground Handling

1. Subject to applicable safety provisions, including International Civil Aviation Organization Standards and Recommended Practices (SARPs) contained in Annex 6 of the Convention, the designated airline may choose from among competing providers of ground handling services.

2. Subject to applicable safety provisions, including SARPs contained in Annex 6 of the Convention, the designated airline of one Contracting Party shall be permitted, on the basis of reciprocity, to perform its own ground handling in the territory of the other Contracting Party and, at its option, to have ground handling services provided in whole or in part by any agent authorized by the competent authorities of the other Contracting Party to provide such services.

3. The designated airline of one Contracting Party shall also have the right to provide ground handling services for other airlines operating at the same airport in the territory of the other Contracting Party.

4. The exercise of the rights set forth in this Article shall be subject only to physical or operational constraints resulting from considerations of airport safety or security. Any constraints shall be applied uniformly and on terms no less favourable than the most favourable terms available to any airline engaged in similar international air services at the time the constraints are imposed.

Article 21

Provision of Statistical Data

Each Contracting Party shall, through its aeronautical authorities, furnish the aeronautical authorities of the other Contracting Party, at their request, with statistical data as may be reasonably required for the purpose of reviewing the capacity provided by the agreed services operated by the designated airlines of the other

Contracting Party on the specified route. Such data shall include all information required to determine the amount of traffic carried by the said designated airline on the agreed services.

Article 22

Taxation

1. Profits from the operation of aircraft in international traffic shall be taxable only in the territory of the Contracting Party in which the place of effective management of the enterprise is situated. Goods and services supplied to the designated airline shall be taxable according to the laws of each Contracting Party.
2. Capital represented by aircraft operated in international traffic and by movable property pertaining to the operation of such aircraft shall be taxable only in the territory of the Contracting Party in which the place of effective management of the enterprise is situated.
3. Where an Agreement for the avoidance of double taxation with respect to taxes on income and on capital exists between the Contracting Parties, the provisions of the latter shall prevail.

Article 23

Consultations

Either Contracting Party may, at any time, request consultations on the implementation, interpretation, application, amendment of or compliance with this Agreement. Such consultations, which may take place through discussion or in writing between the aeronautical authorities, shall begin, subject to Article 8 (Aviation Safety) and Article 9 (Aviation Security) of this Agreement, within a period of forty-five (45) days from the date the other Contracting Party receives a written request, unless otherwise agreed by the Contracting Parties.

Article 24

Settlement of Disputes

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by consultation or negotiation.
2. If the Contracting Parties fail to reach a settlement by negotiation, the dispute may be referred by them to such person or body as they may agree on for mediation.
3. If settlement is not reached in accordance with paragraph 1 or 2 of this Article, either Contracting Party may upon written notification to the other Contracting Party submit the dispute for decision to a tribunal of three (3) arbitrators.
4. Within thirty (30) days of the issue of the notification under paragraph 3 of this Article, each Contracting Party shall appoint one (1) arbitrator, and within thirty (30) days of the appointment of the second arbitrator, the two (2) arbitrators by agreement shall appoint a third arbitrator who shall be a national of a third State and shall act as President of the Tribunal.
5. If within the time limits specified above any appointment has not been made, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointment within thirty (30) days. If the President is a national of one of the Contracting Parties, the most senior Vice-President who is not a national of one of the Contracting Parties shall be requested to make the appointment. If the Vice-President is a national of one of the Contracting Parties, the most senior Member of the Council of the International Civil Aviation Organization who is not a national of one of the Contracting Parties shall be requested to make the appointment. In this case, the third arbitrator appointed by the President or Vice-President or Member of the Council of the International Civil Aviation Organization, as the case may be, shall not be a national or permanent resident of the respective States of the Contracting Parties.
6. Unless otherwise agreed by the Contracting Parties, the tribunal shall determine the limits of its jurisdiction in accordance with the Agreement and shall establish its own procedure.
7. The Contracting Parties may submit requests for clarification of the decision within fifteen (15) days after it is received and such clarification shall be issued within fifteen (15) days of such request.
8. The decision of the tribunal shall be binding on the Contracting Parties and shall be taken by a majority vote.

9. Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Contracting Parties including any expenses incurred by the President or Vice-President or Member of the Council of the International Civil Aviation Organization in implementing the procedures in paragraph 5 of this Article.

Article 25

Amendment

Any amendment to this Agreement agreed by the Contracting Parties shall enter into force on the first day of the second month following the date of receipt of the last notification, through diplomatic channels, indicating that all the internal procedures required for the entry into force of the amendment have been fulfilled by the Contracting Parties.

Article 26

Multilateral Agreements

If, after entry into force of this Agreement, both Contracting Parties become party to a multilateral agreement that addresses matters covered by this Agreement, they shall consult to determine whether, and to what extent, this Agreement should be amended.

Article 27

Termination

Either Contracting Party may, at any time give notice in writing, through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. This Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual agreement before the end of this period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after receipt of the notice by the International Civil Aviation Organization.

Article 28

Registration of Agreement

This Agreement and any amendments thereto shall be registered upon their entry into force with the International Civil Aviation Organization.

Article 29

Entry into Force

1. This Agreement shall enter into force on the first day of the second month following the date of receipt of the last notification, through diplomatic channels, by which the Contracting Parties have notified each other that all the internal procedures required for the entry into force of this Agreement have been fulfilled.
2. As regards the Kingdom of the Netherlands, this Agreement shall apply only to Curaçao.
3. Upon entry into force, this Agreement shall supersede, in the relations between Trinidad and Tobago and the Kingdom of the Netherlands, in respect of Curaçao, the Agreement between the Government of the Kingdom of the Netherlands and the Government of the Republic of Trinidad and Tobago relating to air services between and beyond the Netherlands Antilles and Trinidad and Tobago, signed at Port of Spain, on 24 September 1997.

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

DONE in Port of Spain on the 24th day of November 2023, in duplicate in the English language.

For the Kingdom of the Netherlands, in respect of Curaçao,

CHARLES COOPER
Minister of Traffic, Transportation and Urban Planning of Curaçao

For the Republic of Trinidad and Tobago,

ROHAN SINANAN
Minister of Works and Transport of Trinidad and Tobago

Annex
Route Schedule
Schedule

Routes to be operated by the designated airlines of Trinidad and Tobago:

Points Behind	Points of Origin	Intermediate Points	Points of Destination	Beyond Points
Any points	Any points in Trinidad and Tobago	Any points	Curaçao	Any points

and vice-versa.

Routes to be operated by the designated airlines of Curaçao:

Points Behind	Points of Origin	Intermediate Points	Points of Destination	Beyond Points
Any points	Curaçao	Any points	Any points in Trinidad and Tobago	Any points

and vice-versa.

Notes:

1. While operating an agreed service on a specified route, each designated airline may, in addition to the rights specified in Article 2 (Grant of Rights) of this Agreement, on any or all flights and at its option:
 - a) operate flights in either or both directions;
 - b) combine different flight numbers within one aircraft operation;
 - c) serve intermediate and beyond points and points in the territories of the Contracting Parties (including co-terminal points) on the routes in any combination and in any order;
 - d) omit stops at any point or points;
 - e) transfer traffic, including under code-sharing arrangements, from any of its aircraft to any of its other aircraft at any point on the routes;
 - f) serve points behind any points in its territory with or without change of aircraft or flight number and hold out and advertise such services to the public as through services; and
 - g) make stopovers at any points whether within or outside the territories of the Contracting Parties, without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement, provided that, with the exception of cargo services, these flights originate in the territory of the Contracting Party designating the airlines.
2. The designated airlines of each Contracting Party shall have the right to terminate its air services in the territory of the other Contracting Party.
3. The designated airlines of each Contracting Party shall have seventh freedom traffic rights on all-cargo services.

D. PARLEMENT

Het Verdrag, met Bijlage, heeft ingevolge artikel 91 van de Grondwet de goedkeuring van de Staten-Generaal, alvorens het Koninkrijk aan het Verdrag, met Bijlage, kan worden gebonden.

G. INWERKINGTREDING

De bepalingen van het Verdrag, met Bijlage, zullen ingevolge artikel 29, eerste lid, van het Verdrag in werking treden op de eerste dag van de tweede maand na de datum van ontvangst van de laatste schriftelijke kennis-

geving langs diplomatieke weg, waarin de verdragsluitende partijen elkaar ervan in kennis hebben gesteld dat de interne procedures die vereist zijn voor de inwerkingtreding van het Verdrag zijn voltooid.

Uitgegeven de *dertiende* december 2023.

De Minister van Buitenlandse Zaken,

H.G.J. BRUINS SLOT