

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 2023 Nr. 25

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## A. TITEL

*Verdrag inzake luchtdiensten tussen het Koninkrijk der Nederlanden en de Democratische Socialistische Republiek Sri Lanka (met Bijlage);  
's-Gravenhage, 22 februari 2023*

Voor een overzicht van de verdragsgegevens, zie verdragsnummer 013654 in de Verdragenbank.

## B. TEKST

### **Air Services Agreement between the Kingdom of the Netherlands and the Democratic Socialist Republic of Sri Lanka**

The Kingdom of the Netherlands

and

the Democratic Socialist Republic of Sri Lanka, hereinafter referred to as the Contracting Parties;

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

Desiring to contribute to the progress of international civil aviation;

Desiring to guarantee the highest level of safety and security in International Air Service;

Desiring to conclude an Agreement between the Kingdom of the Netherlands and the Democratic Socialist Republic of Sri Lanka for the purpose of establishing and operating Air Services between and beyond their respective Territories;

Have agreed as follows:

#### CHAPTER I

#### INTRODUCTION

#### Article 1

#### *Definitions*

1. For the purpose of this Agreement:
  - a. the term "Aeronautical Authorities" means for the Kingdom of the Netherlands, the Ministry of Infrastructure and Water Management; for the Democratic Socialist Republic of Sri Lanka, the Minister in charge of the subject of Civil Aviation; or, in either case, any person or body authorized to perform any functions at present exercised by the said Authorities;
  - b. the terms "Agreed Service" and "Specified Route" mean International Air Service pursuant to this Agreement and the Route specified in the Annex to this Agreement respectively;
  - c. the term "Agreement" means this Agreement, its Annex, as well as any amendment to this Agreement or to its Annex;
  - d. the terms "Air Service", "International Air Service", "Airline" and "Stop for non-commercial traffic purposes" shall have the meaning respectively assigned to them in Article 96 of the Convention;

- e. the term "Change of Aircraft" means the operation of one of the Agreed Services by a Designated Airline in such a way that one or more sectors of the Specified Route are flown by different aircraft;
- f. 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 the Convention and any amendment of the Annexes or the Convention under Articles 90 and 94 thereof, insofar as those Annexes and amendments have become effective for, or have been ratified by both Contracting Parties;
- g. the term "Designated Airline" means an Airline which has been designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement;
- h. the term "Stores" means articles of a readily consumable nature for use or sale on board an aircraft during flight including commissary supplies;
- i. the term "Tariff" means any amount, fare, rate or charge charged or to be charged by Airlines, directly or through their agents, to any person or entity for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air transportation, including:
  - i. the conditions governing the availability and applicability of a Tariff; and
  - ii. the charges and conditions for any services ancillary to such carriage as well as any other mode(s) of transportation in connection therewith which are offered by Airlines;
- j. the term "Territory" in relation to either Contracting Party has the meaning assigned to it in Article 2 of the Convention;
- k. the term "User Charge" means a charge imposed by the competent authorities or permitted by them to be made on Airlines for the provision of appropriate airport, air navigation, and/or aviation security property, facilities and/or services at the airport or within the airport system, including related services and facilities for aircraft, their crews, passengers and cargo;
- l. the term "Capacity" means the amount(s) of services provided under this Agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo offered in a market (city pair or country-to-country) or on a Specified Route during a specific period, such as daily, weekly, seasonally or annually;
- m. the term "Airport Slot" (or "Slot") means the permission given by a coordinator to use the full range of airport infrastructure necessary to operate a planned Air Service at a Slot coordinated airport on a specific date and time for the purpose of landing or take-off;
- n. the term "the Netherlands" means the European part of the Netherlands;
- o. the term "European Union Member State" means a state that is now or in the future a party to the Treaty on European Union and the Treaty on the Functioning of the European Union;
- p.
  - i. references in this Agreement to nationals of the Kingdom of the Netherlands shall be understood as referring to nationals of European Union Member States;
  - ii. references in this Agreement to Airlines of the Kingdom of the Netherlands shall be understood as referring to Airlines designated by the Kingdom of the Netherlands;
  - iii. references in this Agreement to the "European Union Treaties" shall be understood as referring to the Treaty on European Union and the Treaty on the Functioning of the European Union.

2. The applicable legislation for the European part of the Netherlands includes applicable legislation of the European Union.

## CHAPTER II

### OBJECTIVES

#### Article 2

##### *Grant of rights*

1. Each Contracting Party grants to the other Contracting Party, except as otherwise specified in the Annex to this Agreement, the following rights for the conduct of International Air Services by the Designated Airline(s) of the other Contracting Party on the Routes Specified in the Annex to this Agreement.
  - a. the right to fly across the Territory of the other Contracting Party without landing;
  - b. the right to make Stops for non-commercial traffic purposes in the Territory of the other Contracting Party;
  - c. while operating an Agreed Service on a Specified Route, the right to make stops in the Territory of the other Contracting Party for the purposes of taking up and discharging international traffic in passengers, baggage, cargo and mail, separately or in combination.
2. Nothing in paragraph 1 of this Article shall be deemed to grant the right for one Contracting Party's Airline(s) to participate in air transportation between points in the Territory of the other Contracting Party (cabotage).
3. The exercise of fifth freedom traffic rights shall be subject to approval between the Aeronautical Authorities of both Contracting Parties, and may be agreed upon in an arrangement.
4. Irrespective of the Route Schedule, Airport Slots shall have to be requested and allocated prior to the actual operation of flights to and from the Slot Coordinated Airports.

## Article 3

### *Designation and Authorization*

1. Either Contracting Party shall have the right to designate, by written notification through diplomatic channels to the other Contracting Party, one or more Airline(s) for the purpose of operating the Agreed Services on the Specified Routes and to withdraw the designation of any Airline or to substitute another Airline for one previously designated or alter such designation.
2. Upon receipt of such a notification, and of application from the Designated Airline, in the form and manner prescribed for operating authorization, each Contracting Party shall, as soon as possible, grant to the Airline(s) so designated by the other Contracting Party the appropriate operating authorizations subject to the provisions of this Article, provided that:
  - a. in the case an Airline is designated by the Netherlands:
    - i. the Airline is established in the Territory of the Kingdom of the Netherlands under the European Union Treaties and has a valid Operating License in accordance with European Union law; and
    - ii. effective regulatory control of the Airline is exercised and maintained by the European Union Member State responsible for issuing its Air Operator's Certificate and the relevant Aeronautical Authority is clearly identified in the designation; and
    - iii. the Airline is owned, directly or through majority ownership, and is effectively controlled by Member States of the European Union or the European Free Trade Association and/or by nationals of such States,
  - b. in the case an Airline is designated by the Democratic Socialist Republic of Sri Lanka:
    - i. the Airline is incorporated and has its principal place of business in the Territory of the Democratic Socialist Republic of Sri Lanka; and
    - ii. the Democratic Socialist Republic of Sri Lanka has and maintains effective regulatory control of the Airline; and
    - iii. the Airline holds a current Air Operator's certificate issued by the Aeronautical Authority of the Democratic Socialist Republic of Sri Lanka;and that:
  - c. the Contracting Party designating the Airline is maintaining and administering the standards set forth in Article 8 (Fair Competition), Article 14 (Safety) and Article 15 (Aviation Security) of this Agreement; and
  - d. the Designated Airline(s) is/are qualified to meet the conditions prescribed under the laws and regulations normally applied to the operations of International Air Services by the Contracting Party considering the application or applications.
3. Upon receipt of the operating authorization in accordance with paragraph 2 of this Article, the Designated Airline(s) may at any time begin to operate the Agreed Services for which it is so designated, in part or in whole, provided that it complies with the provisions of this Agreement.
4. The Aeronautical Authorities of one Contracting Party may require an Airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operations of International Air Services.

## Article 4

### *Revocation and Suspension of Authorization*

1. Either Contracting Party may, temporarily or permanently, withhold, suspend, revoke or limit the operating authorizations or technical permissions of an Airline designated by the other Contracting Party where:
  - a. in the case an Airline is designated by the Netherlands:
    - i. the Airline is not established in the Territory of the Kingdom of the Netherlands under European Union Treaties or does not have a valid Operating License in accordance with European Union law; or
    - ii. effective regulatory control of the Airline is not exercised or not maintained by the European Union Member State responsible for issuing its Air Operator's Certificate or the relevant Aeronautical Authority is not clearly identified in the designation; or
    - iii. the Airline is not owned, directly or through majority ownership, or is not effectively controlled by Member States of the European Union or the European Free Trade Association and/or by nationals of such States; or
    - iv. the Airline is already authorized to operate under a bilateral agreement between Sri Lanka and another European Union Member State and by exercising traffic rights under this Agreement on a route that includes a point in that other Member State, it would be circumventing restrictions on the traffic rights imposed by the other agreement; or
    - v. the Airline designated holds an Air Operator's Certificate issued by a European Union Member State with which Sri Lanka does not have a bilateral Air Service Arrangement and that Member State has denied traffic rights to Sri Lanka,

- b. in the case an Airline is designated by the Democratic Socialist Republic of Sri Lanka:
  - i. the Airline is not incorporated and does not have its principal place of business in the Territory of the designating party; or
  - ii. the Democratic Socialist Republic of Sri Lanka does not have or maintain effective regulatory control of the Airline; or
  - iii. the Airline does not hold a current Air Operator's certificate issued by the Aeronautical Authority of the Democratic Socialist Republic of Sri Lanka;
- c. in case the other Contracting Party is not maintaining and administering the standards set forth in Article 8 (Fair Competition), Article 14 (Safety) and Article 15 (Aviation Security) of this Agreement; or
- d. in the event such Airline fails to qualify before the Aeronautical Authorities of the Contracting Party assessing the authorization, under the laws and regulations normally and reasonably applied to the operation of International Air Services by these Authorities in conformity with the Convention.

2. Unless immediate action is essential to prevent further non-compliance with the conditions as referred to in paragraph 1 of this Article, the rights established by this Article shall be exercised only after consultation with the other Contracting Party. Unless otherwise agreed by the Contracting Parties, such consultations shall begin within a period of sixty (60) days from the date of receipt of the request.

3. This Article does not limit the rights of either Contracting Party to withhold, suspend, revoke, limit or impose conditions on the operating authorization of an Airline or Airlines of the other Contracting Party in accordance with the provisions of Article 14 (Safety) and Article 15 (Aviation Security) of this Agreement.

### CHAPTER III

#### COMMERCIAL PROVISIONS

##### Article 5

###### *Tariffs*

1. Each Contracting Party shall allow Tariffs for Air Services to be established by each Designated Airline based upon commercial considerations in the market place. Neither Contracting Party shall require their Airlines to consult other Airlines about the Tariffs they charge or propose to charge for services covered by these arrangements.

2. Each Contracting Party may, for information purposes only, require notification or filing of any Tariff to be charged by its own Designated Airline or Airlines. Neither Contracting Party shall require notification or filing of any Tariff to be charged by the Designated Airline or Airlines of the other Contracting Party. Tariffs may remain in effect unless subsequently disapproved under paragraphs 5 or 6 of this Article.

3. Intervention by the Contracting Parties shall be limited to:

- a. the protection of consumers from Tariffs that are excessive due to the abuse of market power;
- b. the prevention of Tariffs whose application constitutes anti-competitive behaviour which has or is likely to have or is explicitly intended to have the effect of preventing, restricting or distorting competition or excluding a competitor from the route.

4. Each Contracting Party may unilaterally disallow any Tariff filed or charged by one of its own Designated Airlines. However, such intervention shall be made only if it appears to the Aeronautical Authority of that Contracting Party that a Tariff charged or proposed to be charged meets either of the criteria set out in paragraph 4 of this Article.

5. Neither Contracting Party shall take unilateral action to prevent the coming into effect or continuation of a Tariff charged or proposed to be charged by an Airline of the other Contracting Party. If one Contracting Party believes that any such Tariff is inconsistent with the considerations set out in paragraph 4 of this Article, it may request consultations and notify the other Contracting Party of the reasons for its dissatisfaction. These consultations shall be held not later than fourteen (14) days after receipt of the request. Without a mutual agreement the Tariff shall take effect or continue in effect.

6. Notwithstanding the provisions of this Article, the Tariffs to be charged by the Designated Airline(s) of the Democratic Socialist Republic of Sri Lanka for carriage wholly within the European Union shall be subject to European Union law.

##### Article 6

###### *Commercial activities*

1. The Designated Airline(s) of each Contracting Party shall be allowed:

- a. to establish in the Territory of the other Contracting Party subject to national laws and legislation, offices for the promotion and sale of air transportation and ancillary or supplemental services (including the right to sell and to issue any ticket and/or air waybill for International Air Services and/or intermodal transportation, both its own tickets and/or air waybills of any other Airline) as well as other facilities required for the provision of air transportation, both online and off-line;
- b. to engage directly and, at its discretion, through its agents, and/or other Airlines in the sale of Air Services and ancillary or supplemental services in the Territory of the other Contracting Party;
- c. to sell such transportation and ancillary or supplemental services in the currency of that Territory or, subject to its national laws and regulations, in freely convertible currencies of other countries and any person shall be free to purchase such transportation or services in any currency.

2. The Designated Airline(s) of each Contracting Party shall be allowed to bring in and maintain in the Territory of the other Contracting Party its managerial, commercial, operational and technical staff as it may require in connection with the provision of Air Services and/or intermodal air transportation and ancillary or supplemental services, in accordance with the entry, residence and employment rules and regulations of the other Contracting Party.

3. These staff requirements may, at the option of the Designated Airline, be satisfied by its own personnel or by using the services of any other organization, company or Airline operating in the Territory of the other Contracting Party, authorized to perform such services in the Territory of that Contracting Party.

4. Subject to the laws and regulations of each Contracting Party, each Designated Airline shall have the right to perform its own ground-handling ("self-handling") in the Territory of the other Contracting Party, or, at its option, the right to select among competing suppliers that provide ground-handling services in whole or in part. This right may be subject only to restrictions justified by specific constraints of available space or Capacity. Each Designated Airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground-handling services provided by a supplier or suppliers. Ground-handling activities shall be carried out in accordance with the laws and regulations of each Contracting Party, including, in the case of the Netherlands, European Union law.

5. In operating or holding out the Agreed Services on the Specified Routes, each Designated Airline of a Contracting Party may enter into commercial and/or cooperative marketing arrangements under the following conditions:

- a. the commercial and/or cooperative marketing arrangements may include, but shall not be limited to blocked-space, code-sharing and leasing arrangements, with:
  - i. the Airline(s) of the same Contracting Party;
  - ii. the Airline(s) of the other Contracting Party, including domestic code-sharing;
  - iii. the Airline(s) of a third country; or
  - iv. a cargo or passenger surface transportation provider of any country.
- b. the operating Airline(s) involved in the co-operative marketing arrangements shall hold the underlying traffic rights including the route rights and the Capacity entitlements and meet the requirements normally applied to such arrangements;
- c. all marketing Airlines involved in the co-operative arrangements shall hold the underlying route rights and meet the requirements normally applied to such arrangements;
- d. the total Capacity operated by the Air Services performed under such arrangements shall be counted only against the Capacity entitlement of the Contracting Party designating the operating Airline(s). The Capacity offered by the marketing Airline(s) on such services shall not be counted against the Capacity entitlement of the Contracting Party designating that Airline;
- e. when holding out services for sale under such arrangements, the Airline concerned or its agent shall make it clear to the purchaser at the point of sale as to which Airline shall be the operating Airline on each sector of the service and with which Airline(s) the purchaser is entering into a contractual relationship;
- f. all Airlines in such arrangements shall meet the requirements normally applied to such arrangements, such as protection and information to passengers for liability.

These provisions shall be applicable to passenger, combination and all-cargo services.

6. Notwithstanding any other provision of this Agreement, the Designated Airline(s) and indirect providers of Air Services of either of the Contracting Parties shall be permitted, without restriction, to employ in connection with International Air Service any surface transportation for passengers, baggage, cargo and mail to or from any points in the Territory of either of the Contracting Parties or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo and mail in bond under applicable laws and regulations. Such passengers, baggage, cargo and mail, whether moving by surface or by air, shall have access to airport customs processing and facilities. The Designated Airline(s) may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other Airlines and indirect providers of air cargo transportation. Such intermodal services may be offered at a single through price for the air and surface transportation combined, provided that passengers and shippers are not misled as to the facts concerning such transportation.

7. The activities mentioned in this Article shall be carried out in accordance with the laws and regulations of the other Contracting Party. In case of the European part of the Netherlands this includes applicable European Union law.

#### Article 7

##### *Change of Aircraft*

1. On any segment or segments of the Specified Routes, a Designated Airline may perform International Air Services without any limitation as to change at any point or points on the Specified Route, in type, size or number of aircraft operated, provided that in the outbound direction the transportation beyond such point is a continuation of the transportation from the Territory of the Contracting Party that has designated the Airline and, in the inbound direction, the transportation to the Territory of the Contracting Party that has designated the Airline is a continuation of the transportation from beyond such point.

2. For the purpose of Change of Aircraft operations, a Designated Airline may use its own equipment and, subject to national regulations, leased equipment, and may operate under commercial and/or cooperative marketing arrangements with other Airlines.

3. A Designated Airline may use different or identical flight numbers for the sectors of its Change of Aircraft operations.

#### Article 8

##### *Fair competition*

1. Each Contracting Party shall allow a fair and equal opportunity for each Designated Airline to compete in providing the international air transportation governed by this Agreement.

2. Each Contracting Party shall take all 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 based upon commercial considerations in the marketplace. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type(s) operated by the Designated Airline(s) 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 other Contracting Party's Designated Airline(s) an 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.

### CHAPTER IV

#### FINANCIAL PROVISIONS

#### Article 9

##### *Taxes, customs duties and charges*

1. Aircraft operating on International Air Services by the Designated Airline(s) of either Contracting Party, as well as their regular equipment, spare parts (including engines), supplies of fuels and lubricants (including hydraulic fluid), Stores (including but not limited to such items as food, beverage, liquor, tobacco and other products for sale to or use by passengers during flight) as well as advertising and promotional material kept on board such aircraft shall, on the basis of reciprocity, be exempt from all customs duties, inspection fees and similar national or local duties and charges, on arrival in the Territory of the Contracting Party in accordance with the national laws and regulations, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2. With regard to regular airborne equipment, spare parts (including engines), supplies of fuels and lubricants (including hydraulic fluid) and Stores introduced into the Territory of one Contracting Party by or on behalf of a Designated Airline of the other Contracting Party or taken on board the aircraft operated by such Designated Airline and intended solely for use on board that aircraft while operating International Air Services, no duties and charges, including customs duties and inspection fees imposed in the Territory of the first Contracting Party, shall be applied in accordance with the national laws and regulations, even when these

supplies are to be used on the parts of the journey performed over the Territory of the Contracting Party in which they are taken on board. The items referred to in this paragraph may be required to be kept under customs supervision and control. The provisions of this paragraph cannot be interpreted in such a way that a Contracting Party can be made subject to the obligation to refund customs duties which already have been levied on the items referred to in this Article.

3. Regular airborne equipment, spare parts (including engines), supplies of fuels and lubricants (including hydraulic fluids) and Stores retained on board the aircraft of either Contracting Party may be unloaded in the Territory of the other Contracting Party only with the approval of the customs authorities of that Contracting Party, who may require that these materials be placed under their supervision up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

4. Baggage, cargo and mail in transit shall be exempt from customs duties and other similar taxes.

## Article 10

### *User charges*

1. User Charges that may be imposed and/or controlled by the competent charging authorities or bodies of each Contracting Party on the Airline(s) of the other Contracting Party shall be just, reasonable, not unjustly discriminatory and equitably apportioned among categories of users. In any event, any such User Charges shall be assessed on the Airlines of the other Contracting Party on terms not less favourable than the most favourable terms available to any other Airline at the time the charges are assessed, taking into account national regulations in force.

2. User Charges imposed on the Designated Airline(s) of the other Contracting Party may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport, airport environmental, air navigation and aviation security facilities and services at the airport or within the airport system. Such full cost may include a reasonable return on assets, after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis taking into account national regulations in force.

3. Each Contracting Party shall encourage consultations between the competent charging authorities or bodies in its Territory and the Airline(s) using the services and facilities, and shall encourage the competent charging authorities or bodies and the Airline(s) to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs 1 and 2 of this Article. Each Contracting Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for charges to enable users to express their views before changes are made.

4. Neither Contracting Party shall be held to be in breach of a provision of this Article, unless: (i) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Contracting Party within a reasonable period; or (ii) 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

### *Transfer of Funds*

1. The Designated Airline(s) of each Contracting Party shall be entitled to transfer, from the Territory of sale to their home Territory all local revenues in excess of local expenditures, in the Territory of sale, of the sale of air transport and associated activities directly linked to air transport. Included in such net transfer shall be revenues from sales, made directly or through agents, of Air Services, and ancillary or supplemental services, and normal commercial interest earned on such revenues while on deposit awaiting transfer.

2. If any approval is required by national law, the Designated Airline(s) of each Contracting Party shall receive approval for such transfer within at most thirty (30) days of application, into any currency, at the official rate of exchange for conversion of local currency, as at the date of sale.

3. The Designated Airline(s) of each Contracting Party shall be entitled to effect the actual transfer upon receipt of approval.

CHAPTER V  
REGULATORY PROVISIONS

Article 12

*Application of Laws, Regulations and Procedures*

1. The laws, regulations and procedures of either Contracting Party relating to the entrance, while within, or departure from its Territory of aircraft engaged in International Air Services, or to the operation and navigation of such aircraft, while within its Territory, shall be complied with by the Designated Airline(s) of the other Contracting Party upon their entrance into, while within and until and including their departure from, the said Territory.
2. The laws, regulations and procedures of either Contracting Party relating to immigration, passports, or other approved travel documents, entry, clearance, customs and quarantine shall be complied with, by crews or passengers and/or on behalf of cargo and mail carried by aircraft of the Designated Airline(s) of the other Contracting Party upon their entrance into, while within and until and including their departure from the Territory of the said Contracting Party.
3. Passengers, baggage, cargo and mail in transit across the Territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall, except in respect of security measures against violence and air piracy, be subject to no more than a simplified control.
4. Neither of the Contracting Parties shall give preference to any other Airline engaged in similar International Air Services over the Designated Airline(s) of the other Contracting Party in the application of its customs, immigration, quarantine, and similar regulations; or in the use of airports, airways and air traffic services and associated facilities under its control.
5. Each Contracting Party shall, upon request of the other Contracting Party, supply copies of the relevant laws, regulations and procedures referred to in this Agreement.

Article 13

*Recognition of Certificates and Licenses*

Certificates of airworthiness, certificates of competency and licenses issued, or validated in accordance with the laws and regulations of one Contracting Party, including, in the case of the European part of the Netherlands, in accordance with European Union laws and regulations, and unexpired shall be recognized as valid by the other Contracting Party for the purpose of operating the Agreed Services on the Specified Routes, provided always that the requirements under which such certificates or licenses were issued or validated, are at a level equal to or above the minimum standards established under the Convention. Each Contracting Party, however, reserves the right to refuse to recognize, for the purpose of flights above its Territory, or landing within its own Territory, certificates of competency and licenses granted or validated for its own nationals by the other Contracting Party.

Article 14

*Safety*

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of that request.
2. Where the Netherlands has designated an Airline whose regulatory control is exercised and maintained by another European Union Member State, the rights of the other Contracting Party under Article 3 (Designation and Authorization) of this Agreement shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other European Union Member State and in respect of the operating authorization of that Airline.
3. If, following such consultations, as referred to in paragraph 1, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards and requirements 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 that 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 Article 4 (Revocation and Suspension of Authorization) of this Agreement.

4. Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any Aircraft operated by an Airline or, under a lease arrangement, on behalf of the Airline or Airlines of one Contracting Party on Air 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 authorized 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 crew and the apparent conditions of the aircraft and its equipment (ramp inspections), provided this does not lead to unreasonable delay.

5. If any such ramp inspection or 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 purpose of Article 33 of the Convention, be free to conclude that the requirements under which the certificates or licenses in respect of that aircraft or in respect of the crew of that aircraft had 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.

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

7. Each Contracting Party reserves the right to suspend or vary the operating authorization of an Airline or Airlines 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 the Airline's operation.

8. Any action by one Contracting Party in accordance with paragraphs 3 or 7 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

9. Each Contracting Party shall see to it that the Designated Airline(s) will be provided with communicative, aviation and meteorological facilities and any other services necessary for the safe operation of the Agreed Services.

10. Where the Netherlands has designated an Airline whose regulatory control is exercised and maintained by another European Union Member State, the rights of the other Contracting Party under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other European Union Member State and in respect of the operating authorization of that Airline.

## Article 15

### *Aviation Security*

1. The Contracting Parties reaffirm, consistent with their rights and obligations under international law, that their mutual obligations to protect the security of civil aviation against acts of unlawful interference form 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, its 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, as well as any other Convention or Protocol on Aviation Security which becomes binding upon the Contracting Parties.

2. 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, the passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

3. 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 Conven-

tion. The Contracting Parties shall require that operators of aircraft of their registry or operators of aircraft which have their principal place of business or permanent residence in their Territory of the Contracting Parties or, in the case of the Netherlands operators of aircraft which are established in its Territory under the European Union Treaties and have valid Operating Licenses in accordance with European Union law, and the operators of airports in their Territory act in conformity with such aviation security provisions. Each Contracting Party agrees that such operators of aircraft shall be required to observe for entry into, departure from or while within the Territory of the other Contracting Party, aviation security provisions in conformity with the law in force in the Territory of that Contracting Party, including, in the case of the Kingdom of the Netherlands, European Union Law.

4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 of this Article required by the other Contracting Party 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, crew, carry-on items, baggage, cargo and aircraft Stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

5. 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 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.

6. Each Contracting Party shall have the right, within sixty (60) days following notice (or such shorter period as may be agreed between the Aeronautical Authorities), for its Aeronautical Authorities to conduct an assessment in the Territory of the other Contracting Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the Territory of the first Contracting Party. The administrative arrangements for the conduct of such assessments shall be agreed between the Aeronautical Authorities and implemented without delay so as to ensure that assessments will be conducted expeditiously.

7. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the first Contracting Party may request consultations. Such consultations shall start within fifteen (15) days of receipt of such a request from either Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the start of consultations shall constitute grounds for withholding, suspending, revoking, limiting, or imposing conditions on the authorizations of the Airline or Airlines designated by the other Contracting Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Contracting Party may take interim action at any time.

## CHAPTER VI

### PROCEDURAL PROVISIONS

#### Article 16

##### *Timetable*

1. The flight schedules of the Designated Airline or Airlines of one Contracting Party may be requested for approval by the Aeronautical Authorities of the other Contracting Party for operational purposes only.

2. In that case, the flight schedules shall be communicated at least thirty (30) days prior to the beginning of the operations and shall specify in particular the timetables, frequency of services, types of aircraft, configurations and numbers of seats to be made available to the public. In some cases, this period of thirty (30) days may be reduced subject to an agreement between the Aeronautical Authorities of both Contracting Parties. Both Contracting Parties shall minimize the administrative burdens of filing.

3. Any change to the approved flight schedules of a Designated Airline of one Contracting Party shall be submitted for approval to the Aeronautical Authorities of the other Contracting Party.

#### Article 17

##### *Consultation and Amendment*

1. In a spirit of close cooperation the Aeronautical Authorities of the Contracting Parties may consult each other any time with a view to ensuring the interpretation, application, implementation of, and satisfactory compliance with, the provisions of this Agreement.

2. Either Contracting Party may request consultations with a view to amend this Agreement and/or its Annex. These consultations shall begin within sixty (60) days from the date of receipt of the request by the other Contracting Party, unless otherwise agreed. Such consultations may be conducted through discussion or by correspondence.

3. Any Amendment to this Agreement shall be agreed upon by the Contracting Parties and shall be effected through an exchange of diplomatic notes. Such Amendment shall enter into force in accordance with the provisions Article 25, paragraph 1, (Entry into Force) of this Agreement.

4. Notwithstanding the provisions of paragraph 3 of this Article, any amendment of the Route Schedule in the Annex to this Agreement may be agreed upon by the Aeronautical Authorities of the Contracting Parties, and confirmed through an exchange of diplomatic notes, and shall enter into force on a date to be determined in the diplomatic notes. This exception to paragraph 3 of this Article does not apply in case any traffic rights are added to the above-mentioned Annex.

## Article 18

### *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 their dispute by bilateral negotiations.

2. If the Contracting Parties fail to reach a settlement by negotiation of the said dispute, it shall be settled through diplomatic channels and according to the laws and regulations of each Contracting Party.

3. If the Contracting Parties fail to reach a settlement by negotiation or through diplomatic channels, the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within a further period of sixty (60) days. If either of the Contracting Parties fails to designate its own arbitrator within the period of sixty (60) days or if the third arbitrator is not agreed upon within the period indicated, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators.

4. The Contracting Parties undertake to comply with any decision given under paragraph 3 of this Article.

## Article 19

### *Environment*

1. The Contracting Parties support the need to protect the environment by promoting the sustainable development of aviation.

2. The Contracting Parties recognize the need to take appropriate measures to prevent or otherwise address the environmental impact of air transport provided that such measures are fully consistent with their rights and obligations under international law.

3. The Contracting Parties recognize the importance of tackling climate change and therefore of addressing greenhouse gas (GHG) emissions associated with aviation, both at domestic and international levels. They agree to step up cooperation on these matters, including through relevant multilateral arrangements, particularly the use of the Sustainable Development Mechanism established by Article 6 of the Paris Agreement under the United Nations Framework Convention on Climate Change in the development of international global market based measures such as the Carbon Offsetting and Reduction Scheme (CORSIA) for international aviation currently under development by International Civil Aviation Organization, to address GHG emissions in the aviation sector and any other aspect under the said Article 6 of particular relevance for international aviation emissions.

## Article 20

### *Computer Reservation Systems*

1. Computer reservation systems (hereinafter CRS) vendors operating in the Territory of one Contracting Party shall be entitled to bring in, maintain and make freely available their CRSs to travel agencies or travel

companies whose principal business is the distribution of travel-related products in the Territory of the other Contracting Party provided the CRS complies with any relevant regulatory requirements of the other Contracting Party.

2. The Contracting Parties shall annul any existing requirement, which could restrict free access by one Contracting Party's CRSs to the other Contracting Party's market or otherwise limit competition. The Contracting Parties shall refrain from adopting such requirements in the future.

3. Neither Contracting Party shall, in its Territory, impose or permit to be imposed on the CRS vendors of the other Contracting Party requirements with respect to CRS displays different from those imposed on its own CRS vendors or any other CRS operating on its market. Neither Contracting Party shall prevent the conclusion of agreements between CRS vendors, their providers and their subscribers related to the exchange of travel services information and which are facilitating the display of comprehensive and unbiased information to consumers or the fulfilment of regulatory requirements on neutral displays.

4. Owners and operators of CRSs of one Contracting Party that comply with the relevant regulatory requirements of the other Contracting Party, if any, shall have the same opportunity to own CRSs within the Territory of the other Contracting Party as do the owners and operators of any other CRS operating in the market of that Contracting Party.

## CHAPTER VII

### FINAL PROVISIONS

#### Article 21

##### *Duration and Termination*

1. 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.

2. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case 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 agreement between the Contracting Parties before the expiry of this period. In the absence of acknowledgement of receipt of the notice of termination by the other Contracting Party, such notice shall be deemed to have been received fourteen (14) days after the receipt of that notice by the International Civil Aviation Organization.

#### Article 22

##### *Registration with the International Civil Aviation Organization*

This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

#### Article 23

##### *Applicability of Multilateral Agreements and Conventions*

1. The provisions of the Convention shall be applicable to this Agreement.

2. If a multilateral agreement or convention, accepted by both Contracting Parties, concerning any matter covered by this Agreement, enters into force, the relevant provisions of that multilateral agreement or convention shall supersede the relevant provisions of this Agreement.

3. The Contracting Parties may consult each other to determine the consequences for this Agreement of the supersession, as mentioned under paragraph 2 of this Article and to agree upon required amendments to this Agreement.

#### Article 24

##### *Applicability of this Agreement*

As regards the Kingdom of the Netherlands, this Agreement shall apply only to the Territory of the European part of the Netherlands.

## Article 25

### *Entry into Force*

1. This Agreement shall enter into force on the first day of the second month following the date of the later written notification through diplomatic channels by which the Contracting Parties have notified each other that the formalities and constitutional requirements for its entry into force in their respective countries have been complied with.

2. The Agreement between the Government of the Kingdom of the Netherlands and the Government of Ceylon for air services between and beyond their respective territories, signed at Colombo on 14 September 1953 will cease to have effect on the date of entry into force of this Agreement.

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

DONE in The Hague, on this 22<sup>nd</sup> day of February 2023, in two original copies, in the English language.

*For the Kingdom of the Netherlands,*

HENRI VAN FAASSEN

*For the Democratic Socialist Republic of Sri Lanka,*

ARUNI RANARAJA

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### **Annex**

#### *Route Schedule*

- a. For the Designated Airline(s) of the Kingdom of the Netherlands:  
All points in the Netherlands – all intermediate points – all points in Sri Lanka – all beyond points v.v.
- b. For the Designated Airline(s) of the Democratic Socialist Republic of Sri Lanka:  
All points in Sri Lanka – all intermediate points – all points in the Netherlands – all beyond points v.v.

#### *Note 1:*

Each Designated Airline may on any or all flights and at its option:

- a. operate flights in either or both directions;
- b. terminate any or all of their services in the Territory of the other Contracting Party;
- c. combine different flight numbers within one aircraft operation;
- d. serve intermediate and beyond points and points in the Territories of the Contracting Parties in any combination and in any order;
- e. omit stops at any point or points;
- f. transfer traffic from any of its aircraft to any of its other aircraft at any point;
- g. serve points behind any point 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;
- h. make stopovers at any point whether within or outside the Territory of either Contracting Party, including co-terminalisation; carry transit traffic through the other Contracting Party's Territory; and
- j. combine traffic on the same aircraft regardless of where such traffic originates,

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement, provided that any service either begins or terminates in the Territory of the Contracting Party designating the Airline(s).

#### *Note 2:*

Irrespective of the Route Schedule, Airport Slots shall have to be requested and allocated prior to the actual operation of flights to and from the Slot coordinated airports.

#### 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 25, eerste lid, van het Verdrag in werking treden op de eerste dag van de tweede maand na de datum van de laatste schriftelijke kennisgeving langs diplomatieke weg waarin de verdragsluitende partijen elkaar ervan in kennis hebben gesteld dat aan de formaliteiten en constitutionele vereisten voor de inwerkingtreding van het Verdrag in hun respectieve landen is voldaan.

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De bepalingen van de op 27 september 2012 te Brussel tot stand gekomen Overeenkomst tussen de Europese Unie en de regering van de Democratische Socialistische Republiek Sri Lanka inzake bepaalde aspecten van luchtdiensten die vanaf diezelfde datum voorlopig werden toegepast (Trb. 2013, 52) zijn op 4 maart 2013 in werking getreden.

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Uitgegeven de *twintigste* maart 2023.

*De Minister van Buitenlandse Zaken,*

W.B. HOEKSTRA