

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1958 Nr. 169

A. TITEL

*Overeenkomst tussen het Koninkrijk der Nederlanden en het Koninkrijk Afghanistan inzake het vestigen en onderhouden van luchtdiensten, met bijlage;
's-Gravenhage, 16 oktober 1958*

B. TEKST

Agreement between the Government of the Kingdom of the Netherlands and the Royal Afghan Government for the establishment and operation of air services

The Government of the Kingdom of the Netherlands and the Royal Afghan Government hereinafter referred to as the Contracting Parties;

Being Contracting Parties to the Convention on International Civil Aviation and the International Air Services Transit Agreement, both signed at Chicago on the seventh day of December 1944, the terms of which Convention and Agreement are binding on both parties;

Desiring to conclude an agreement for the operation of air transport services between and beyond their respective territories,

Have agreed as follows:

Article 1

Each Contracting Party grants to the other Contracting Party the rights specified in the Annex to this Agreement for the purpose of the establishment of air services (hereinafter referred to as „agreed services”), on the routes described therein (hereinafter referred to as „specified routes”).

Article 2

1. The agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted, on condition that

- a. the Contracting Party to whom the rights have been granted has designated an airline (hereinafter referred to as „designated airline”) for the specified routes, and
- b. the Contracting Party granting the rights has given the appropriate operating permission to the airline concerned; which it shall, subject to the provisions of paragraph (2) of this Article and of Article 7, be bound to grant without undue delay.

2. The designated airline of either Contracting Party may be required to satisfy the Aeronautical Authorities of the other Contracting Party that it is qualified to fulfil the conditions prescribed by or under the laws and regulations normally applied by those authorities to the operations of international air services.

Article 3

In order to prevent discriminatory practices and to assure equality of treatment, it is agreed that:

- a. supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores on board an aircraft of the designated airline of one Contracting Party on arrival in the territory of the other Contracting Party shall be exempt from all national duties and charges including customs duties and inspection fees even though such supplies are used by such aircraft on flights in that territory. The goods so exempted shall not be unloaded except with the approval of the customs authorities of the other Contracting Party, and if unloaded shall be kept under customs supervision until required for use of the aircraft in question or reexportation;
- b. supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores introduced into or taken on board aircraft of one Contracting Party in the territory of the second Contracting Party by or on behalf of the designated airline of the first Contracting Party and intended solely for use in the operation of an agreed service shall be exempt from all national duties and charges including customs duties and inspection fees imposed in the territory of the second Contracting Party, even though such supplies are used by such aircraft on flights in that territory. The goods so introduced shall be kept under customs supervision until required for the use in question or re-exportation.

Article 4

In order to maintain equilibrium between the capacity of the agreed services and the requirements of the public for air transport on the specified routes and in order to maintain proper relationship between the agreed services and other air services operating on the agreed routes or sections thereof, the Contracting Parties agree as follows:

1. In the operation by the designated airline of either Contracting Party of the agreed services described in the present Annex, the interest of the airline of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same routes.

2. The air transport services available under the present Agreement on different sections of the specified routes shall bear a close relationship to the current and reasonably anticipated requirements of the public for such transport.

3. The services provided by a designated airline under the present Agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the country of ultimate destination of the traffic. The right to embark and to disembark on such services international traffic destined for or coming from third countries at a point or points specified in the Schedule attached shall be applied in accordance with the general principles of orderly development to which both Contracting Parties subscribe and shall be subject to the general principle that capacity should be related:

- a. to traffic requirements between the country of origin and the countries of destination,
- b. to the requirements of through airline operation, and
- c. to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

Article 5

1. The Aeronautical Authorities of both Contracting Parties shall exchange information as promptly as possible concerning the current authorizations extended to their respective designated airlines to render services to, through and from the territory of the other Contracting Party. This will include copies of current certificates and authorizations for service on the specified air routes, together with amendments, exemption orders and authorized service patterns.

2. Each Contracting Party shall cause its designated airline to provide to the Aeronautical Authorities of the other Contracting Party, as long in advance as practicable, copies of time tables, traffic schedules including any modification thereof, and all other relevant information concerning the operation of the agreed services including

information about the capacity provided on each of the specified routes and any further relevant and reasonable information as may be required to satisfy the Aeronautical Authorities of the other Contracting Party that the requirements of this Agreement are being duly observed.

3. Each Contracting Party shall cause its designated airline to provide to the Aeronautical Authorities of the other Contracting Party statistics relating to the traffic carried on the agreed services, showing the origin and destination of that traffic.

Article 6

1. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory shall be equally applied to the aircraft of the designated airline of the other Contracting Party without distinction as to nationality and shall be complied with by such aircraft upon entering or departing from or while within the territory of the former party.

2. The laws and regulations of one Contracting Party as to the admission to or departure from its territory of passengers, crew or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs and quarantine, shall be complied with by or on behalf of the passengers, crew and cargo of aircraft used by the designated airline of the other Contracting Party upon entrance into, departure from or while within the territory of the former party.

Article 7

Each Contracting Party reserves the right to withhold or revoke the exercise of the rights specified in the Annex to this Agreement by a designated airline of the other Contracting Party in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in nationals of the other Contracting Party, or in case of failure of that airline to comply with the laws and regulations of the Contracting Party over which it operates, as described in Article 6 hereof, or to perform its obligations under this Agreement and its Annex.

Article 8

1. Rates shall be fixed at reasonable levels, due regard being paid to all relevant factors, including cost of comparable economical operation, reasonable profit and differences of characteristics of service.

2. The rates to be charged by the designated airline of each Contracting Party in respect of traffic carried under this Agreement

to or from the territory of the other Contracting Party shall be agreed in the first instance between the designated airlines of both Contracting Parties and shall have regard to relevant rates adopted by the International Air Transport Association. Any rates so agreed shall be subject to the approval of the Aeronautical Authorities of both Contracting Parties.

In the event of disagreement between the Airlines and/or the Aeronautical Authorities the Contracting Parties themselves shall endeavour to reach Agreement and will take all necessary steps to give effect to such Agreement. Should the Contracting Parties fail to agree, the dispute shall be dealt with in accordance with Article 11. Pending settlement of any disagreement, the rates already established shall prevail.

Article 9

This Agreement and all contracts connected therewith shall be registered with the International Civil Aviation Organization.

Article 10

1. If either of the Contracting Parties considers it desirable to modify any provision or provisions of the Agreement, or its Annex, the competent Aeronautical Authorities of the Contracting Parties shall consult in order to realise such modification(s). Such consultation shall begin within a period of 60 days from the date of the request. In case the said authorities arrive at an understanding about the modifications to be made, said modifications shall come into force after having been confirmed by an exchange of diplomatic notes.

2. Changes made by either Contracting Party in the specified routes except the change of points served by its designated airline in the territory of the other Contracting Party, shall not be considered as modifications of this Agreement. The Aeronautical Authorities of either Contracting Party may therefore proceed unilaterally to make such changes provided, however, that notice of any change shall be given without delay to the Aeronautical Authorities of the other Contracting Party.

Article 11

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation between themselves.

2. If the Contracting Parties fail to reach a settlement by negotiation,

- a: they may agree to refer the dispute for decision to an arbitral tribunal or some other person or body appointed by agreement between them; or

In witness whereof the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed the present Agreement and have affixed thereto their seals.

Done at The Hague, this sixteenth day of October, 1958, in the Netherlands, Persian and English languages, each of which shall be of equal authenticity.

*For the Government of the
Kingdom of the Netherlands,*

(sd.) W. DREES

For the Royal Afghan Government,

(sd.) MOHAMMED KABIR LUDIN

ANNEX

The designated airline of the Contracting Parties will enjoy in the territory of the other Contracting Party on each of the routes specified in the schedule attached rights of transit and of stops for non-traffic purposes as well as the right of commercial entry and departure for international traffic in passenger, cargo and mail.

SCHEDULE

- I. Routes to be served by the designated airline of the Royal Afghan Government:
 - Kabul and/or Kandahar via intermediate points, Amsterdam and beyond in both directions.
- II. Routes to be served by the designated airline of the Government of the Kingdom of the Netherlands:
 - a) Amsterdam via intermediate points, Teheran Kandahar and/or Kabul and beyond in both directions;
 - b) Amsterdam via intermediate points, Karachi, Kandahar and/or Kabul and beyond in both directions.

Note:

1. Any intermediate point on the specified routes between the territories of both Contracting Parties may, at the option of the designated airline, be omitted on any or all flights.
2. The designated airline of the Government of the Kingdom of the Netherlands, when operating services on the specified routes, will make at least one landing per week on each route for commercial purposes at Kandahar and/or Kabul.

D. GOEDKEURING

De Overeenkomst behoeft de goedkeuring der Staten-Generaal in-gevolge artikel 60, lid 2, der Grondwet, alvorens in werking te kunnen treden.

G. INWERKINGTREDING

De bepalingen der Overeenkomst worden krachtens artikel 15 voorlopig toegepast van 16 oktober 1958 af en zullen in werking treden op een dag te bepalen bij wisseling van nota's waarin wordt verklaard dat aan de vereisten van de nationale wetgeving van beide Staten zal zijn voldaan.

J. GEGEVENS

Van het in de preambule der Overeenkomst genoemde Verdrag inzake de internationale burgerluchtvaart, gesloten te Chicago op 7 december 1944, zijn tekst en vertaling opgenomen in *Stb.* H 165. Zie ook *Trb.* 1954, 18. De Internationale Burgerlijke Luchtvaart Organisatie, welke in artikel 9 en elders in de Overeenkomst wordt genoemd, is bij dit Verdrag opgericht.

Van de in de preambule der Overeenkomst genoemde Overeenkomst inzake de doortocht van internationale luchtdiensten, gesloten te Chicago op 7 december 1944, zijn tekst en vertaling opgenomen in *Stb.* G 252. Zie ook *Trb.* 1954, 19.

De Internationale Luchtvervoersvereniging (International Air Transport Association), welke wordt genoemd in artikel 8, lid 2, van de Overeenkomst is een in 1919 te 's-Gravenhage opgerichte particuliere organisatie van luchtvaartmaatschappijen.

Van het Statuut van het Internationale Gerechtshof, welk Hof wordt genoemd in artikel 11, lid 2, van de Overeenkomst, zijn tekst en vertaling opgenomen in *Stb.* F 321. Zie ook, laatstelijk, *Trb.* 1957, 235.

Uitgegeven de tweeëntwintigste december 1958.

De Minister van Buitenlandse Zaken,

J. LUNS.