

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1959 Nr. 4

A. TITEL

*Overeenkomst tussen het Koninkrijk der Nederlanden en de
Republiek Liberia inzake het vestigen en onderhouden van
luchtdiensten, met bijlage;
Monrovia, 28 november 1958*

B. TEKST

**Agreement between the Government of the Republic of Liberia and
the Government of the Kingdom of the Netherlands for the
establishment and operation of air services between and
beyond their respective territories**

The Government of the Republic of Liberia and the Government of the Kingdom of the Netherlands hereinafter referred to as the Contracting Parties, desiring to stimulate civil air transportation between and beyond the Republic of Liberia and the Kingdom of the Netherlands have agreed as follows:

Article 1

For the purpose of the present Agreement, unless the context otherwise requires:

(a) the term "aeronautical authorities" means, in the case of the Kingdom of the Netherlands, any person or body designated as such by the Government of the Kingdom of the Netherlands, and, in the case of the Republic of Liberia, the Postmaster General and any person or body authorized to perform any functions exercised by the said Postmaster General or similar functions;

(b) the term "designated airline" means an airline which the aeronautical authorities of either Contracting Party shall have notified in writing to the aeronautical authorities of the other Contracting Party as an airline designated by it in accordance with Article 3

of the present Agreement to operate air services on the routes specified in such notification.

Article 2

In addition to and without prejudice to the provisions of the present Agreement each Contracting Party shall, in respect of any matters relating to the establishment and the operation of the agreed services referred to in Art. 3, conform to the relevant articles of the Convention on International Civil Aviation opened for signature at Chicago on the 7th day of December 1944 and any Annex adopted under article 90 of that Convention and any amendment of the Annexes or Convention under articles 90 or 94 thereof.

Article 3

(1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating by virtue of the present Agreement air services on the routes specified in the appropriate section of the Schedule in the Annex to the present Agreement (Hereinafter respectively referred to as the agreed services and the agreed routes). On receipt of the designation of an airline, that other Contracting Party shall, subject to the Provisions of paragraph (2) of this Article and of Article 4 of the present Agreement, without delay grant to that airline the appropriate operating authorisation.

(2) Before granting the authorisation referred to in paragraph (1) of this Article, 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 which they normally apply in respect to the operation of commercial airlines.

(3) At any time after the provisions of paragraph (1) of this Article have been complied with, an airline so designated and authorised may begin to operate the agreed services.

Article 4

(1) Each Contracting Party shall have the right after consultation with the other Contracting Party to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the rights specified in the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those rights in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of the Contracting Party designating the airline.

(2) Each Contracting Party shall have the right, after consultation with the other Contracting Party, to suspend the exercise by an

airline of the rights specified in the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those rights in any case where the airline fails to comply with the laws or regulations of the Contracting Party granting those rights or otherwise fails to operate in accordance with the conditions prescribed in the present Agreement.

Article 5

Each Contracting Party grants to the designated airline(s) of the other Contracting Party rights of transit and of stops for non-traffic purposes in its territory; moreover, for the purpose of the establishment of the agreed air services, the designated airline(s) of each Contracting Party will enjoy in the territory of the other Contracting Party on the agreed routes the right to put down and take on passengers, cargo or mail, coming from or destined for points outside that territory.

Article 6

(1) 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 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 of the designated airline or re-exported.

(2) 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 for use in the operating 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.

Article 7

The rates to be charged by the designated air carrier(s) of either Contracting Party on the specified routes or a part thereof shall be those fixed by the International Air Transport Association.

In the absence of such tariffs rates shall be fixed between the designated airlines by mutual agreement.

If the designated airline(s) should fail to agree in fixing the tariffs, the aeronautical authorities of either Contracting Party shall endeavour to fix the appropriate tariffs by mutual consultations.

Article 8

If either of the Contracting Parties wishes to discuss with the other Contracting Party any matter relating to the present Agreement and/or its Annex, it may request consultation between the aeronautical authorities of the two Contracting Parties, and such consultation shall begin within sixty days of the date of receipt by the other Contracting Party of the request. If such consultation results in agreement between the said authorities on any modification to the terms of the present Agreement and/or its Annex such modification shall come into effect when it has been confirmed by an exchange of Notes through the diplomatic channel which shall in the case of modification of the present Agreement state that the formalities required by the National Legislation of each Contracting Party have been accomplished.

Article 9

(1) If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement and/or its Annex, 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, they must refer the dispute for decision to an arbitral tribunal set up by agreement between them or to the International Court of Justice.

(3) The Contracting Parties undertake to comply with any decision given by said Arbitral Tribunal or by the International Court of Justice.

(4) If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a decision given under paragraph (2) of this Article, the other Contracting Party may limit, withhold or revoke any rights which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline(s) of the Contracting Party in default.

Article 10

The present Agreement shall terminate one year after the date of receipt by one Contracting Party from the other Contracting Party of notice to terminate, unless the notice is withdrawn by Agreement before the expiry of this period.

Article 11

The present Agreement shall be provisionally applicable from the date of its signature and shall come into force on a date to be laid down in exchange of notes stating that the formalities required by the National Legislation of each Contracting Party have been accomplished.

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

Done this 28th day of November, A. D. 1958, in two originals at Monrovia in the English language.

In the presence of:
 (sd.) J. Rudolph Grimes
 (sd.) F. G. Regtdoorzee
 Greup

*For the Government of the
 Republic of Liberia*
 (sd.) MCKINLEY A. DESHIELD
Postmaster General of Liberia

*For the Kingdom
 of the Netherlands*
 (sd.) LOUIS NOË
*Ambassador Extraordinary and
 Plenipotentiary of the
 Netherlands*

SCHEDULE

- I. Routes to be served by the designated airline or airlines of the Government of the Republic of Liberia:
 - a. points in Liberia to the Netherlands and points beyond in both directions, either via intermediate points or directly;
 - b. points in Liberia to the Netherlands Antilles and/or Suriname and points beyond in both directions, either via intermediate points or directly.
- II. Routes to be served by the designated airline or airlines of the Government of the Kingdom of the Netherlands:
 - a. points in the Netherlands to the Republic of Liberia and points beyond in both directions, either via intermediate points or directly.
 - b. points in the Netherlands Antilles and/or Suriname to Liberia and beyond in both directions, either via intermediate points or directly.

Any or all points of the routes, specified in this schedule may at option of the airline(s) be omitted on any or all flights.

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 11 voorlopig toegepast van 28 november 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 is voldaan.

Wat het Koninkrijk der Nederlanden betreft zal de Overeenkomst gelden voor Nederland, Suriname en de Nederlandse Antillen.

I. GEGEVENS

Van het in artikel 2 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 Luchtvervoersvereniging (International Air Transport Association), welke wordt genoemd in artikel 7, eerste lid, 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 9, lid 2, van de Overeenkomst, zijn tekst en vertaling opgenomen in *Stb.* F 321. Zie ook, laatstelijk, *Trb.* 1957, 235.

Uitgegeven de twintigste januari 1959.

De Minister van Buitenlandse Zaken,

J. LUNS.