

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1994 Nr. 152

A. TITEL

*Verdrag tussen het Koninkrijk der Nederlanden en Jamaica inzake
luchtdiensten tussen en via hun onderscheiden grondgebieden, met
bijlage;
Kingston, 9 juni 1994*

B. TEKST

air services agreement

**Agreement between the Kingdom of the Netherlands and Jamaica
for air services between and beyond their respective territories**

The Kingdom of the Netherlands and Jamaica;
being parties to the Convention on International Civil Aviation opened
for signature at Chicago on the 7 December, 1994;

desiring to contribute to the progress of international civil aviation;

desiring to conclude an Agreement for the purpose of establishing air
services between and beyond their respective territories,

have agreed as follows:

Article 1

Definitions

For the purpose of this Agreement and its Annex, unless the context
otherwise requires:

a) 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 the Convention under Articles 90 and 94 thereof, in so far as those Annexes and amendments have become effective for, or been ratified by both Contracting Parties;

b) the term "aeronautical authorities" means:

for the Kingdom of the Netherlands the Minister of Transport, Public Works and Water Management;

for Jamaica the Minister responsible for Civil Aviation and the Air Transport Licensing Board

or in either case any person or body authorized to perform any functions at present exercised by the said Minister;

c) the term "designated airline" means an airline which has been designated and authorized in accordance with Article 4 of this Agreement;

d) the term "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;

e) the terms "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meaning respectively assigned to them in Article 96 of the Convention;

f) the terms "agreed service" and "specified route" mean international air service pursuant to article 2 of this Agreement and the route specified in the appropriate Section of the Annex to this Agreement respectively;

g) the term "stores" means articles of a readily consumable nature for use or sale on board an aircraft during flight, including commissary supplies;

h) the term "Agreement" means this Agreement, its Annex drawn up in application thereof, and any amendments to the Agreement or to the Annex;

i) the term "tariff" means any amount 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 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 which are offered by airlines.

j) 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 route are flown by aircraft different in capacity from those used on another sector;

k) the term "Computer Reservation System" (CRS) means a computerized system containing information about airline schedules, seat avail-

ability, fares and related services and through which reservations can be made and/or tickets can be issued and which makes some or all of these facilities available to travel agents.

Article 2

Grant of Rights

1. Each Contracting Party grants to the other Contracting Party except as otherwise specified in the Annex the following rights for the conduct of international air transportation by the designated airline 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; and
- c) while operating an agreed service on a specified route, the right to make stops in its territory for the purpose of taking up and discharging international traffic in passengers, 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 to participate in air transportation between points in the territory of the other Contracting Party.

Article 3

Change of Aircraft

1. Each designated airline may on any or all flights on the agreed services 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;
- b) in the case of change of aircraft in the territory of the other Contracting Party and when 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 aircraft 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 may use different or identical flight numbers for the sectors of its change of aircraft operations.

Article 4

Designation and Authorization

1. Each Contracting Party shall have the right by written notification through diplomatic channels to the other Contracting Party to designate two airlines to operate air services on the routes specified in the Annex and to substitute another airline for an airline previously designated.

2. On receipt of such notification, each Contracting Party shall, without delay, grant to an airline so designated by the other Contracting Party the appropriate operating authorizations subject to the provisions of this Article.

3. Upon receipt of the operating authorization of paragraph 2 of this Article a designated airline may at any time begin to operate the agreed services, in part or in whole, provided that it complies with the provisions of this Agreement and that tariffs for such services have been established in accordance with the provisions of Article 6 of this Agreement.

4. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph 2 of this Article, or to grant this authorization under conditions that may be deemed necessary for the exercise by a designated airline of the rights specified in Article 2 of this Agreement, if it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating it or in its nationals or in both.

Article 5

Revocation and Suspension of Authorization

1. The aeronautical authorities of each Contracting Party shall have the right to withhold the authorizations referred to in Article 4 with respect to an airline designated by the other Contracting Party, to revoke or suspend such authorizations or impose conditions:

a) in the event of failure by such airline to qualify before the aeronautical authorities of that Contracting Party under the laws and regulations normally and reasonably applied by these authorities in conformity with the Convention;

b) in the event of failure by such airline to comply with the laws and regulations of that Contracting Party;

c) in the event that they are not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating that airline or in its nationals; and

d) in case that airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate action is essential to prevent further infringement of the laws and regulations referred to above, the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations with the aeronautical authorities of 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.

Article 6

Tariffs

1. The tariffs to be charged by the designated airlines of the Contracting Parties for carriage between their territories shall be those approved by the aeronautical authorities of both Contracting Parties and shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit and the tariffs of other airlines for any part of the specified route.

2. Tariffs referred to in paragraph 1 of this Article shall, if possible, be agreed between the designated airlines of both Contracting Parties whether or not through the use of the applicable procedures of the International Air Transport Association. The airlines may consult other airlines operating over the whole or part of the routes. Where one Contracting Party has not designated an airline, the tariffs shall be drawn up by the designated airline(s) of the other Contracting Party. In any case the tariffs shall be subject to the approval of the aeronautical authorities of both Contracting Parties.

3. All tariffs so agreed shall be submitted for approval of the aeronautical authorities of both Contracting Parties at least forty-five (45) days before the proposed date of their introduction, except where the said authorities agree to reduce this period in special cases.

4. Approval of tariffs may be given expressly; or, if neither of the aeronautical authorities has expressed disapproval within thirty (30) days of the date of submission, in accordance with paragraph 3 of this Article, the tariffs shall be considered as approved.

In the event of the period for submission being reduced, as provided for in paragraph 3 of this Article, the aeronautical authorities may agree that the period within which any disapproval must be notified shall be reduced accordingly.

5. If a tariff cannot be agreed in accordance with paragraph 2 of this Article, or if, during the period applicable in accordance with paragraph 4 of this Article, one aeronautical authority gives the other aeronautical authority notice of its disapproval of any tariff agreed in accordance with the provisions of paragraph 2 of this Article, the aeronautical authorities of the two Contracting Parties shall endeavour to determine the tariff by mutual agreement.

6. If the aeronautical authorities cannot agree on a tariff submitted to them under paragraph 3 of this Article, or on the determination of a tariff under paragraph 5 of this Article, the dispute shall be settled in accordance with the provisions of Article 17 of this Agreement.

7. Tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established.

8. The designated airlines of both Contracting Parties may not charge tariffs different from those which have been approved in conformity with the provisions of this Article.

Article 7

Commercial Activities

1. The designated airlines of both Contracting Parties shall be allowed:

a) to establish in the territory of the other Contracting Party offices for the promotion of air transportation and sale of air tickets as well as other facilities required for the provision of air transportation;

b) in the territory of the other Contracting Party to engage directly and, at that airline's discretion, through its agents in the sale of air transportation.

2. A designated airline of one Contracting Party shall be allowed to bring into 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 transportation.

3. These staff requirements may, at the option of a 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, and authorized to perform such services in the territory of that Contracting Party.

4. The above activities shall be carried out in accordance with the laws and regulations of the other Contracting Party.

Article 8

Fair Competition

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to participate in the international air transportation covered 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 the airlines of the other Contracting Party.

3. The designated airlines of each Contracting Party shall take into consideration the interests of the designated airlines of the other Contracting Party so as not to affect unduly the services which the latter provides on all or part of the same routes.

4. The agreed services provided by the designated airlines of each Contracting Party shall bear close relationship to the requirements of the public for transportation and shall have as their primary objective the provision of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territory of the Contracting Party which has designated the airlines, and the points on the specified routes, based for each sector on the capacity required for the entire route.

Article 9

Timetable

1. The airlines designated by each Contracting Party shall submit for approval to the aeronautical authorities of the other Contracting Party not less than forty-five (45) days in advance, the proposed timetable for its intended services, specifying the frequency, type of aircraft, configuration and number of seats to be made available to the public. Such approval shall not be unreasonably withheld.

2. Requests for permission to operate additional flights can be submitted by the designated airlines for approval directly to the aeronautical authorities of the other Contracting Party.

Article 10

Taxes, Customs and Charges

1. Aircraft operating on international air services by a designated airline of either Contracting Party, as well as their regular equipment, spare parts, supplies of fuels and lubricants, aircraft stores (including food, beverages and tobacco) on board as well as advertising and promotional material kept on board such aircraft shall 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, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2. With regard to regular equipment, spare parts, supplies of fuels and lubricants and aircraft 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 aircraft while operating international services, no duties and charges, including customs duties

and inspection fees imposed in the territory of the first Contracting Party, shall be applied, 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 articles referred to above 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 have already been levied on the items referred to above.

3. Regular airborne equipment, spare parts, supplies of fuels and lubricants and aircraft 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 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.

Article 11

Transfer of Funds

1. The designated airlines of the Contracting Parties shall be free to sell air transport services in the territories of both the Contracting Parties, either directly or through an agent.

2. The designated airlines of the Contracting Parties shall be free to transfer to their home territory the excess of receipts over expenditure in the territory of the other Contracting Party, subject to the foreign currency regulations applicable to all countries in like circumstances. Included in such net transfer shall be revenues from sales, made directly or through agents, of air transport services, and ancillary or supplementary services, and normal commercial interest earned on such revenues while on deposit awaiting transfer.

3. The designated airlines of the Contracting Parties shall receive approval – when required – for such transfer, without undue delay, into a freely convertible currency, at the official rate of exchange for conversion of local currency, as at the date of sale.

The airlines of the Contracting Parties shall be free to effect the actual transfer thereafter.

Article 12

Application of Laws, Regulations and Procedures

1. The laws, regulations and procedures of either Contracting Party relating to the admission to or departure from its territory of aircraft

engaged in international air services, or to the operation and navigation of such aircraft, shall be complied with by the designated airlines of the other Contracting Party upon its entrance into, and until and including its 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 or on behalf of crews, passengers, cargo and mail carried by aircraft of the designated airlines of the other Contracting Party upon their entrance into, and until and including their departure from, the territory of the said Contracting Party.

3. Passengers, baggage and cargo in direct 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. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

4. Fees and charges applied in the territory of either Contracting Party to the airlines operations of the other Contracting Party for the use of airports and other aviation facilities in the territory of the first Contracting Party, shall not be higher than those applied to the operations of any other airline engaged in similar operations.

5. Neither of the Contracting Parties shall give preference to any other airline over the designated airlines 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.

Article 13

Recognition of Certificates and Licences

Certificates of airworthiness, certificates of competency and licences issued, or validated, by one Contracting Party 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 such certificates or licences were issued, or validated, in conformity with the standards established under the Convention.

Each Contracting Party, however, reserves the right to refuse to recognize, for flights above its own territory, certificated of competency and licences granted to its own nationals by the other Contracting Party.

Article 14

Security

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to pro-

tect 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 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, in so far as the Contracting Parties are both Party to these Conventions.

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, their 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 Convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.

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, crews, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or landing. 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 of threat thereof.

Article 15

Computer Reservation System

1. The Contracting Parties agree that:

a) the interest of consumers of air transport products will be protected from any misuse of such information including misleading presentation thereof;

b) a designated airline of a Contracting Party and the airline's agents will have unrestricted and non-discriminatory access to and use of CRS's in the territory of the other Contracting Party;

c) in this respect the CRS of Conduct adopted by the EEC shall prevail in the territory of the Netherlands, whereas in the territory of Jamaica the prevalent ICAO CRS Code of Conduct shall be applicable.

2. Each Contracting Party guarantees to the CRS's chosen as its primary system by the designated airline(s) of the other Contracting Party free and unimpaired access in its territory. Neither Contracting Party shall, in its territory, impose or permit to be imposed on the CRS of the designated airlines of the other Contracting Party more stringent requirements than those imposed on the CRS of its own designated airlines, such as with respect to:

a) the operation and sale of the CRS services including CRS display and editing rules, and

b) the access to and use of communications facilities, selection and use of technical hardware and software or the installation of hardware.

Article 16

Consultation and Amendment

1. In a spirit of close cooperation the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement.

2. Either Contracting Party may request consultations with a view to modify the present Agreement or its Annex. These consultations shall begin within sixty (60) days of the date of the receipt of the request by the other Contracting Party unless otherwise agreed.

Such consultations may be conducted through discussion or by correspondence.

3. Any modification to the present Agreement agreed upon by the Contracting Parties, shall come into force on the date on which the Contracting Parties have informed each other in writing of the completion of their respective constitutional requirements.

4. Any modification of the Annex to the present Agreement shall be agreed upon in writing between the aeronautical authorities and shall take effect on a date to be determined by the said authorities.

Article 17

Settlement of Disputes

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 settlement by negotiation, 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.

3. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.

Article 18

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. In such case this Agreement shall terminate twelve (12) months after the date when the notice has been received by the other Contracting Party unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article 19

Registration with ICAO

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

Article 20

Applicability of Multilateral Agreements

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

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

Article 21

Applicability

As regards the Kingdom of the Netherlands, this Agreement shall apply to the Kingdom in Europe only.

Article 22

Entry into Force

The present Agreement shall be provisionally applied from the date of its signature and shall come into force on the first day of the second month following the date on which the Contracting Parties have informed each other in writing that the formalities constitutionally required therefore in their respective countries have been complied with.

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

DONE in duplicate at Kingston, Jamaica, both originals in the English language, this 9th day of JUNE 1994.

For the Kingdom of the Netherlands

(s.d.) N. J. JONKER

Nico J. Jonker
Ambassador of the Kingdom
of the Netherlands

For Jamaica

(s.d.) PAUL D. ROBERTSON

Paul D. Robertson
Minister for Foreign Affairs
and Foreign Trade

Annex
Route Schedule

A.

1. Points to be served in both directions by the designated airlines of Jamaica:

all points in Jamaica – all intermediate points – all points in the Netherlands – all points beyond. Excluded from this are Aruba and the Netherlands Antilles (Curaçao, Bonaire, St. Maarten, Saba, St. Eustatius).

2. Points to be served in both directions by the designated airlines of the Kingdom of the Netherlands:

all points in the Netherlands – all intermediate points – all points in Jamaica – all points beyond.

Note

The rights covered by this paragraph A do not include own stop over or fifth freedom rights unless specified in paragraph B and C of this Annex.

B.

1. Own stop over rights to be served by the designated airlines of Jamaica:

Cuba – the Bahamas – Haiti. Where however one of these points is selected for the purpose of exercising fifth freedom rights, such rights shall also include own stop over traffic.

2. Own stop over rights to be operated by the designated airlines of the Kingdom of the Netherlands:

Cuba – Dominican Republic – Mexico and Tampa (US). Where however one of these points is selected as the point in the Caribbean or Latin America for the purpose of exercising fifth freedom rights, such rights shall also include own stop over traffic.

C.

1. Fifth freedom traffic rights to be operated by the designated airlines of Jamaica:

one point in Europe or in the Caribbean (including the Bahamas), excluding Aruba and the Netherlands Antilles (Curaçao, Bonaire, St. Maarten, Saba, St. Eustatius).

2. Fifth freedom traffic rights to be operated by the designated airlines of the Kingdom of the Netherlands:

one point in the Caribbean or in Latin America.

Note

The point to be selected for the exercise of these traffic rights by any designated airline of a Contracting Party may be chosen at the discretion of that airline and shall be notified to the aeronautical authorities of the other Contracting Party. Changes in the point selected are allowed and may be made at intervals of not less than 120 days with not less than 60 days prior notice.

D.

The designated airlines of either Contracting Party shall have the right to operate on the routes specified above, up to a total of seven weekly frequencies with any type of aircraft in any configuration. Each designated airline of either Contracting Party shall have the right to operate on the routes additional frequencies to the above, subject to the approval by the aeronautical authorities of the Contracting Parties.

E.

Points in the above schedule may be served in any order on any or all flights and any point may be omitted.

D. PARLEMENT

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

G. INWERKINGTREDING

De bepalingen van het Verdrag zullen ingevolge artikel 22 in werking treden op de eerste dag van de tweede maand volgend op de datum waarop de Verdragsluitende Partijen elkaar schriftelijk ervan in kennis hebben gesteld, dat aan de in hun onderscheiden landen grondwettelijke vereiste formaliteiten is voldaan.

Het Verdrag wordt ingevolge dezelfde bepaling voorlopig toegepast vanaf 9 juni 1994.

Wat het Koninkrijk der Nederlanden betreft, zal het Verdrag ingevolge artikel 21 alleen voor Nederland gelden.

J. GEGEVENS

Van het op 7 december 1944 te Chicago tot stand gekomen Verdrag inzake de internationale burgerluchtvaart, naar welk Verdrag onder meer in de preambule tot het onderhavige Verdrag wordt verwezen, zijn de Engelse tekst en de vertaling bekendgemaakt in *Stb.* H 165. Zie ook, laatstelijk, *Trb.* 1985, 45.

Van het op 14 september 1963 te Tokio tot stand gekomen Verdrag inzake strafbare feiten en bepaalde andere handelingen begaan aan boord van luchtvaartuigen, naar welk Verdrag in artikel 14, eerste lid, van het onderhavige Verdrag wordt verwezen, is de tekst geplaatst in *Trb.* 1964, 115 en de vertaling in *Trb.* 1964, 186; zie ook, laatstelijk, *Trb.* 1981, 113.

Van het op 16 december 1970 te 's-Gravenhage tot stand gekomen Verdrag tot bestrijding van het wederrechtelijk in zijn macht brengen van luchtvaartuigen, naar welk Verdrag in artikel 14, eerste lid, van het onderhavige Verdrag wordt verwezen, zijn de Engelse en de Franse tekst en de vertaling geplaatst in *Trb.* 1971, 50; zie ook, laatstelijk, *Trb.* 1981, 114.

Van het op 23 december 1971 te Montreal tot stand gekomen Verdrag tot bestrijding van wederrechtelijke gedragingen, gericht tegen de veiligheid van de burgerluchtvaart, naar welk Verdrag in artikel 14, eerste lid, van het onderhavige Verdrag wordt verwezen, zijn de Engelse en de Franse tekst en de vertaling geplaatst in *Trb.* 1971, 218; zie ook, laatstelijk, *Trb.* 1981, 115.

Uitgegeven de vijftiende juli 1994.

De Minister van Buitenlandse Zaken,

P. H. Kooijmans