

17 (1998) Nr. 1

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1998 Nr. 173

A. TITEL

*Verdrag tussen het Koninkrijk der Nederlanden en het Koninkrijk
Nepal inzake luchtdiensten, met bijlage;
Schiphol, 10 juni 1998*

B. TEKST

**Agreement between the Kingdom of the Netherlands and His
Majesty's Government of Nepal on air services**

The Kingdom of the Netherlands

and

His Majesty's Government of Nepal, hereinafter referred to as the
"Contracting Parties";

Being Parties to the Convention on International Civil Aviation and
the International Air Services Transit Agreement opened for signature at
Chicago on the 7th day of December 1944, and

Desiring to promote their mutual relations in the field of civil aviation
and to conclude an agreement for the purpose of establishing air serv-
ices between and beyond their respective territories;

Have agreed as follows:

Article 1

Definitions

For the purpose of this Agreement, unless the context otherwise
requires, the term:

a) "Convention" means the Convention on International Civil Avia-
tion opened for signature at Chicago on the seventh day of December,
1944, and includes any Annexes adopted under Article 90 of the Con-

vention and any amendment of the Annexes or the Convention under Article 90 and 94 thereof so far as those Annexes and amendments have become effective for or been ratified by both Contracting Parties;

b) "Aeronautical Authorities" means in the case of Nepal, the Director General of the Department of Civil Aviation, and in the case of the Netherlands, The Minister of Transport, Public Works and Water Management of the Netherlands, or, in both cases, any authority or person empowered to perform the functions presently exercised by the said authorities;

c) "Designated Airline" means an airline which has been designated and authorized in accordance with Article 5 of this Agreement;

d) "Territory" has the meaning assigned to it in Article 2 of the Convention;

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

f) "Tariffs" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other ancillary services, but excluding remuneration and conditions for the carriage of mail;

g) "Route Schedule" means the schedule of routes annexed to this Agreement and any amendments thereto as agreed in accordance with the provisions of Articles 19 of this Agreement. The route schedule shall form an integral part of this Agreement;

h) "Agreement" means this Agreement, its Annexes drawn up in application thereof, and any amendments thereto;

i) "Laws and Regulations" of a Contracting Party means the laws and regulations at any time in force of that Contracting Party;

j) "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) "Computer Reservation System" (CRS) means a computerized system containing information about airline schedules, seat availability, 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

Applicability of the Chicago Convention

The provisions of the Agreement shall be subject to the provisions of the Convention on International Civil Aviation insofar as those provisions are applicable to international air services.

Article 3

Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the following rights for the purpose of operating international air services by the airline designated by the other Contracting Party:

- a) to fly across its territory without landing;
- b) to make stops in said territory for non-traffic purposes.

2. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the appropriate Section of the Schedule annexed to this Agreement. Such services and routes are hereafter called “the agreed services” and “the specified routes” respectively.

While operating agreed services on a specified route the airlines designated by each Contracting Party shall enjoy in addition to the rights specified in paragraph 1 of this Article the right to make stops in the territory of the other Contracting Party at the points specified for that route in the Schedule of this Agreement for the purpose of taking on board and discharging passengers and cargo including mail, in combination or separately.

3. Nothing contained in paragraph 2 of this Article shall be deemed to confer on the airline of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers and cargo including mail carried for hire or reward and destined for another point in the territory of the other Contracting Party.

4. If because of armed conflict, political disturbances or developments or special and unusual circumstances a designated airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes.

Article 4

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.

Article 5

Designation of and Authorization of Airlines

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline for the purpose of operating the agreed services on the specified routes and to withdraw or alter such designations.

2. On receipt of such designation the Aeronautical Authorities of the other Contracting Party shall, subject to the provisions of paragraph 3 and 4 of this Article, without delay grant to the airline so designated the appropriate authorizations to operate the agreed services.

3. The Aeronautical Authorities of the other Contracting Party shall, subject to the provisions of this paragraph and paragraph 1 of Article 5, without delay, grant to the airline designated by the other Contracting Party the appropriate operating authorizations.

4. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 3 of this Agreement, 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 its nationals.

5. Upon receipt of such authorizations pursuant to paragraph 2 above the designated airline may begin at any time to operate agreed services, in whole or in part, provided that the airline complies with the applicable provisions of this Agreement.

Article 6

Revocation or Suspension of Operating Authorizations

1. The Aeronautical Authorities of each Contracting Party shall have the right to revoke an operating authorization or to withhold the authorization referred to in Article 5 of this Agreement with respect to an airline designated by the other Contracting Party, or 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 the airline are vested in the Contracting Party designating the airline or in its nationals; and
- d) in the case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate action is essential to prevent 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 in conformity with Article 19 of this Agreement.

Article 7

Principles Governing Operation of Agreed Services

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.
2. In operating the agreed services the designated airline of each Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.
3. 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 airline of the other Contracting Party.
4. The capacity to be provided on the specified routes shall be such as is from time to time jointly determined by the Aeronautical Authorities of both Contracting Parties.

Article 8

Tariffs

1. The tariffs to be charged by the designated airlines for carriage between the territory of the two Contracting Parties shall be established at reasonable levels, due regard being paid to all relevant factors, including the interests of users, cost of operation, reasonable profit and market considerations.

2. The tariffs referred to in paragraph 1 of this Article may be agreed by the designated airlines of both Contracting Parties.

3. Each tariff agreed by the airlines or, if they do not wish to or cannot agree, each tariff which a designated airline wishes to charge shall be submitted for the approval of the Aeronautical Authorities of both Contracting Parties at least sixty (60) days (or such shorter period as the Aeronautical Authorities of both Contracting Parties may agree) before the proposed date of its introduction. Each tariff shall be filed in the form which each of the Aeronautical Authorities may require in order to disclose the particulars referred elsewhere in this Agreement.

4. Each proposed tariff may be approved by the Aeronautical Authorities of either Contracting Party at any time. In the absence of such approval it will be treated as having been approved by the Aeronautical Authorities of a Contracting Party forty-five (45) days after the date of filing unless within thirty (30) days after the date of filing the Aeronautical Authorities of that Contracting Party have served on the Aeronautical Authorities of the other Contracting Party written notice of disapproval of the proposed tariff. If, however, either of the Aeronautical Authorities gives such written notice of disapproval the Aeronautical Authorities may at a request of either try to determine the tariff by agreement.

5. If the Aeronautical Authorities cannot determine a tariff under the provision of paragraph 4 of this Article, the dispute may, at the request of either, be settled in accordance with the provisions of Article 20 of this Agreement.

6. Each tariff established in accordance with the provisions of this Article shall remain in force until it has been replaced by a new tariff determined in accordance with the provisions of this Article. However, a tariff shall not have its validity extended by virtue of this paragraph for more than twelve (12) months after the date on which it would otherwise have expired unless otherwise agreed by Aeronautical Authorities of both Contracting Parties.

7. Each tariff to be charged by the designated airline of one Contracting Party for carriage between the territory of the other Contracting Party and the territory of a third party shall be filed for approval with the Aeronautical Authorities of the other Contracting Party not less than sixty (60) days before the proposed date of its introduction and shall not be introduced until it has been approved by those Aeronautical Authorities.

Article 9

Approval of Schedules

1. The designated airline of each Contracting Party shall submit their proposed schedules for the agreed services and any amendments thereto

for the approval of the Aeronautical Authorities of both Contracting Parties not later than thirty (30) days before their proposed effective date.

2. The designated airline of each Contracting Party may operate on an "ad hoc" basis flights supplementary to the agreed services. Applications for the approval of such flights shall be submitted to the Aeronautical Authorities of both Contracting Parties not later than three (3) working days before the proposed date of operation.

Article 10

Recognition of Certificates and Licenses

1. Certificates of airworthiness, certificates of competency and licenses, issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the routes specified in the Annex provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention.

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

3. Either Contracting Party may request technical discussions concerning the safety standards maintained and administered by the other Contracting Party relating to aeronautical facilities, aircrews, aircraft, technical supervision and operation of the airline operating the air transport services agreed upon between both authorities. If, following such technical discussions, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards and requirements in these areas that at least equal to the minimum standards that may be established pursuant to the Convention the other Contracting Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards, and the other Contracting Party shall take appropriate corrective action.

Article 11

Provision of Statistics

The Aeronautical Authorities of either Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party at their request, such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services and showing possibly, the initial origins and final destinations of the traffic as may be possible.

Article 12

Applicability of Laws and Regulations

1. The laws and regulations of either Contracting Party relating to the admission to, remaining in, or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft shall be complied with by the designated airline of the other Contracting Party upon entrance into, departure from and while within the said territory.

2. The laws and regulations of one Contracting Party relating to entry, clearance, transit, immigration, passports, customs, quarantine and currency shall be complied with by the designated airline of the other Contracting Party, by or on behalf of its crews, passengers, cargo and mail upon transit of, admission to, departure from and while within the territory of the other Contracting Party.

3. Neither of the Contracting Parties shall give preference to its own or any other airline over the airline of the other Contracting Party engaged in similar international air services in the application of its customs, immigration, quarantine and similar regulations.

4. Passengers, baggage and cargo in direct transit through the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall 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.

5. Neither Contracting Party shall impose or permit to be imposed on the designated airline of the other Contracting Party user charges higher than those imposed on its own designated airline operating similar international air services using similar aircraft and associated facilities and services.

Article 13

Taxes, Customs and Charges

1. Aircraft operating on international air services by the 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, on the basis of reciprocity, exempt from all customs duties, inspection fees and similar national or local duties and charges, on arrival in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported, to the fullest extent possible under its national laws and regulations.

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 the 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 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 already have 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 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.

Article 14

Transfer of Earnings

1. Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, at its discretion, through its agents. To the extent permitted by national laws, each designated airline shall have the right to sell transportation in the currency of that territory or in freely convertible currencies of other countries, and to the same extent any person shall be free to purchase such transportation in currencies accepted for sale by that airline.

2. Each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer, including normal commercial interest earned on such revenues while on deposit awaiting transfer, in accordance with the laws and regulations of the other Contracting Party, at the official rate of exchange of the excess of receipts over expenditure earned by that airline in its territory in connection with the carriage of passengers, mail and cargo, preferably within thirty (30) days of application.

Article 15

Aviation Security

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offenses 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 and any other multilateral agreement governing civil aviation security to which the Contracting Parties are party.

2. The Contracting Parties shall provide upon request 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 and technical requirements 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; for this purpose, 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 and requirements referred to in paragraph 3 above required by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party.

5. 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.

6. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft,

their passengers and 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.

7. Should one Contracting Party have problems with regard to the aviation security provision of this Article, the Aeronautical Authorities of either Contracting Party may request immediate consultations with the Aeronautical Authorities of the other Contracting Party in accordance with Article 19.

Article 16

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) the 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 Code of Conduct applicable in the Netherlands shall prevail in the territory of the Netherlands, whereas in the territory of Nepal the applicable rules and regulations shall prevail.

2. Each Contracting Party guarantees to the other Contracting Party free and unimpaired access in its territory to the CRS's chosen as its primary system by the designated airline of the Contracting Parties. Neither Contracting Party shall, in its territory, impose or permit to be imposed on the CRS of the designated airline of the other Contracting Party more stringent requirements than those imposed on the CRS of its own designated airline, 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 17

Airline Representation and 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 (including the right to sell and to issue any ticket and/or airwaybill, both its own tickets/airwaybills and of any other carrier) 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. The designated airline of one Contracting Party shall be allowed, on the basis of reciprocity, to bring into and to maintain in the territory of the other Contracting Party their representatives and commercial, operational and technical staff as required in connection with the provision of air transportation.

3. These staff requirements may, at the option of the designated airline of one Contracting Party, be satisfied on its own 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 representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party, and, consistent with such laws and regulations, each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary work permits, visas or other similar documents to the representatives and staff referred to in paragraph 2 of this Article.

Article 18

Multilateral Conventions

This Agreement and its Annexes shall be amended so as to conform with any multilateral convention which may become binding on both Contracting Parties insofar as these provisions are applicable to international air services.

Consultations in accordance with the provision of this Agreement may be held with a view to determining the extent to which the present agreement is affected by the provisions of the multilateral Convention.

Article 19

Consultation and Amendment

1. In a spirit of close co-operation, 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 and of its Annex, and shall also consult as and when necessary to provide for modification thereof.

2. Either Contracting Party may request consultations, which may be brought through discussion or by correspondence and shall begin within a period of sixty (60) days of the date of the request, unless both Contracting Parties agree to an extension of this period.

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 legal 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 20

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 a 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. In such cases, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.

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

Article 21

Registration

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

Article 22

Termination

Either Contracting Party may, at any time, give notice in writing through diplomatic channels to the other Contracting Party of its deci-

sion to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organization. In such case the 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 before the expiry of this period. In the absence of acknowledgment of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after receipt of the notice by the International Civil Aviation Organization.

Article 23

Applicability

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

Article 24

Entry into Force

This Agreement shall enter into force on the date of an exchange of diplomatic notes confirming that all legal requirements of each Contracting Party have been completed.

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

DONE, in duplicate at Schiphol Airport, on this tenth day of June 1998, in the English language.

For the Kingdom of the Netherlands

(sd.) A. JORRITSMA-LEBBINK

Mrs. A. Jorritsma-Lebbink
Minister of Transport, Public
Works and Water Management

For His Majesty's Government of Nepal

(sd.) ANANDA PRASAD DHUNGANA

Ananda Prasad Dhungana
Minister for Tourism and
Civil Aviation and Supplies

Route Schedule

I Route to be operated by the airline designated by Nepal:

Points of Origin	Inter- mediate Points	Points in the Neth- erlands	Points Beyond
Nepal	Any number of points	Any two points	Any number of points

Note:

The designated airline of Nepal may on any or all flights omit calling at any points on the routes specified above, and may serve them in any order, provided that the agreed services on these routes begin at points in Nepal.

II Route to be operated by the airline designated by the Netherlands:

Points of Origin	Inter- mediate Points	Points in Nepal	Points Beyond
The Netherlands	Any number of points	Any two points	Any number of points

Note:

The designated airline of the Netherlands may on any or all flights omit calling at any points on the routes specified above, and may serve them in any order, provided that the agreed services on these routes begin at points in the Netherlands.

III The designated airline of each Contracting Party may exercise full fifth freedom traffic rights from intermediate and beyond points as specified in the route schedule. However, the designated airline of the Netherlands shall not use India and Thailand as intermediate points or beyond points with fifth freedom traffic rights.

IV The designated airline of each Contracting Party may, if desirable, omit one or more of the points on a specified route, provided that the points of origin of such route lie in the territory of the Contracting Party that has designated the airline.

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 24 in werking treden op de dag dat beide Verdragsluitende Partijen elkaar door middel van uitwisseling van diplomatieke nota's hebben medegedeeld dat de daarvoor wettelijke vereiste procedures zijn voltooid.

J. GEGEVENS

Van het op 7 december 1944 te Chicago tot stand gekomen Verdrag inzake de internationale burgerluchtvaart, naar welk Verdrag wordt verwezen onder meer in de preambule tot het onderhavige Verdrag, zijn de Engelse tekst en de vertaling bekendgemaakt in *Stb.* H. 165; zie ook, laatstelijk, *Trb.* 1996, 32.

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 wordt verwezen in artikel 15, eerste lid, van het onderhavige Verdrag, is de tekst geplaatst in *Trb.* 1964, 115 en de vertaling in *Trb.* 1964, 186; zie ook, laatstelijk, *Trb.* 1995, 203.

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 wordt verwezen in artikel 15, eerste lid, van het onderhavige Verdrag, zijn de Engelse en de Franse tekst, alsmede de vertaling, geplaatst in *Trb.* 1971, 50; zie ook, laatstelijk, *Trb.* 1995, 204.

Van het op 23 september 1971 te Montreal tot stand gekomen Verdrag tot bestrijding van wederrechtelijke gedragingen gericht tegen de burgerluchtvaart, naar welk Verdrag wordt verwezen in artikel 15, eerste lid, van het onderhavige Verdrag, zijn de Engelse en de Franse tekst, alsmede de vertaling, geplaatst in *Trb.* 1971, 218; zie ook, laatstelijk, *Trb.* 1995, 205.

Uitgegeven de *tweede juli 1998*.

De Minister van Buitenlandse Zaken,

H. A. F. M. O. VAN MIERLO