

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 2008 Nr. 29

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A. TITEL

*Verdrag tussen het Koninkrijk der Nederlanden ten behoeve van de  
Nederlandse Antillen en het Koninkrijk België inzake luchtvervoer;  
(met Bijlage)  
Brussel, 5 februari 2008*

B. TEKST

**Agreement between the Kingdom of the Netherlands in respect of  
the Netherlands Antilles and the Kingdom of Belgium relating to  
air transport**

The Kingdom of the Netherlands,  
in respect of the Netherlands Antilles,  
and

The Kingdom of Belgium,  
hereinafter referred to as the “Contracting Parties”;

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

Desiring to conclude an agreement, supplementary to the said Con-  
vention, for the purpose of establishing air services between and beyond  
their respective territories;

Desiring to ensure the highest degree of safety and security in inter-  
national air transport;

Have agreed as follows:

## Article 1

*Definitions*

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

a) the term “Convention” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the annexes or of the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted or ratified by both Contracting Parties;

b) the term “Agreement” means this Agreement, the Annex attached thereto, and any modifications to the Agreement or to the Annex;

c) the term “aeronautical authorities” means: in the case of the Kingdom of Belgium, the Ministry of Communications and Infrastructure, and in the case of the Kingdom of the Netherlands, the Minister of Transport and Communications of the Netherlands Antilles or, in both cases, any other authority or person empowered to perform the functions now exercised by the said authorities;

d) 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;

e) the term “Territory” in the case of the Kingdom of Belgium means the land areas and the territorial waters adjacent thereto under the sovereignty, suzerainty, protection or mandate of the Kingdom of Belgium and in the case of the Kingdom of the Netherlands the land area of the Netherlands Antilles and the territorial waters adjacent thereto;

f) “Designated airline” means an airline which has been designated and authorised in accordance with Articles 3 and 4 of this Agreement;

g) the term “Agreed services” means scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers, cargo and mail, separately or in combination;

h) the term “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;

i) the term “Change of gauge” means the operation of one of the agreed services by a designated airline in such a way that one section of the route is flown by aircraft different in capacity from those used on another section;

j) the terms “aircraft equipment”, “ground equipment”, “aircraft stores”, “spare parts” have the meanings respectively assigned to them in Annex 9 of the Convention;

k) the term “nationals of the Kingdom of Belgium” shall be understood as referring to nationals of European Community Member States;

l) the term “airlines of the Kingdom of Belgium” shall be understood as referring to airlines designated by the Kingdom of Belgium.

## Article 2

### *Grant of Rights*

1. Each Contracting Party grants to the other Contracting Party the following rights for the conduct of international air services by the respective designated airlines:

- a) to fly without landing across its territory;
- b) to make stops in its territory for non-traffic purposes;
- c) to make stops in its territory for the purpose of taking up and discharging, while operating the routes specified in the Annex, international traffic in passengers, cargo and mail separately or in combination.

2. Nothing in paragraph 1 of this Article shall be deemed to confer on a designated airline of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

## Article 3

### *Designation to operate services*

1. Each Contracting Party shall have the right to designate, by diplomatic note, to the other Contracting Party, one or more airlines to operate the agreed services on the routes specified in the Annex for such a Contracting Party.

2. Each Contracting Party shall have the right to withdraw, by diplomatic note to the other Contracting Party, the designation of any airline and to designate another one.

## Article 4

### *Authorisation to operate services*

1. Following receipt of a notice of designation by one Contracting Party, the aeronautical authorities of the other Contracting Party shall, consistent with its laws and regulations, grant the designated airlines the appropriate authorisations to operate the agreed services for which those airlines have been designated, provided that:

- a) in the case of an airline designated by Belgium:

- (i) it is established in the territory of Belgium under the Treaty establishing the European Community and has a valid Operating Licence in accordance with European Community law; and
  - (ii) effective regulatory control of the airline is exercised and maintained by the European Community Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation.
- b) in the case of an airline designated by the Netherlands Antilles:
- (i) it is established in the territory of the Netherlands Antilles and has a valid Operating Licence in accordance with the law applicable in the Netherlands Antilles; and
  - (ii) the Netherlands Antilles is exercising and maintaining effective regulatory control of the airline.

2. Upon receipt of such authorisations the airlines may begin at any time to operate the agreed services, in whole or in part, provided that the airlines comply with the applicable provisions of this Agreement and that tariffs are established in accordance with the provisions of Article 14 of this Agreement.

#### Article 5

##### *Revocation or suspension of operating authorisation*

1. The aeronautical authorities of each Contracting Party shall have the right to withhold the authorisations referred to in Article 4 of this Agreement with respect to the airlines designated by the other Contracting Party, to revoke or suspend such authorisation or impose conditions, temporarily or permanently:
- a) in the event of failure by such airlines to satisfy them that they are qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by these authorities in conformity with the Convention;
  - b) in the event of failure by such airlines to operate in accordance with the conditions prescribed under this Agreement;
  - c) in the event of failure by such airlines to comply with the laws and regulations of that Contracting Party;
  - d) in the case of an airline designated by Belgium:
    - (i) if it is not established in the territory of Belgium under the Treaty establishing the European Community or does not have a valid Operating Licence in accordance with European Community law; or
    - (ii) effective regulatory control of the airline is not exercised or not maintained by the European Community Member State responsible for issuing its Air Operator's Certificate or the relevant aeronautical authority is not clearly identified in the designation.

- e) in the case of an airline designated by the Netherlands Antilles:
  - (i) if it is not established in the territory of the Netherlands Antilles or does not have a valid Operating Licence in accordance with the law applicable in the Netherlands Antilles; or
  - (ii) the Netherlands Antilles is not exercising or not maintaining effective regulatory control of the airline.

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 18 of this Agreement.

#### Article 6

##### *Application of laws and regulations*

1. The laws and regulations of one 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 airlines 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 respecting entry, clearance, transit, immigration, passports, customs, currency, sanitary requirements and quarantine shall be complied with by the designated airlines of the other Contracting Party and by or on behalf of their crews, passengers, cargo and mail upon transit of, admission to, departure from and while within the territory of such Contracting Party.

Passengers in transit across the territory of either Contracting Party shall be subject to no more than a simplified control.

This provision shall not apply if the passenger is in transit to a destination situated in a State, Party to the Convention in pursuance of the Schengen Agreement of 14 June 1985.

3. Neither of the Contracting Parties shall give preference to its own or any other airline over an airline engaged in similar international air services of the other Contracting Party in the application of its regulations specified in paragraphs 1 and 2 of this Article or in the use of airports, airways, air traffic services and associated facilities under its control.

## Article 7

*Certificates, licences and safety*

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still in force, shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services on the routes specified in the Annex, provided that such certificates or licences were issued or rendered valid pursuant to, and in conformity with, the standards established under the Convention.

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

2. If the certificates or licences referred to in paragraph 1 of this Article were issued or rendered valid according to requirements different from the standards established under the Convention, and if such difference has been filed with the International Civil Aviation Organisation, the aeronautical authorities of the other Contracting Party may request consultations in accordance with Article 17 of this Agreement with a view to satisfying themselves that the requirements in question are acceptable to them.

Failure to reach a satisfactory agreement in matters regarding flight safety will constitute grounds for the application of Article 5 of this Agreement.

3.1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of that request.

3.2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of Article 5 of this Agreement (revocation, suspension and variation of operating authorisations).

3.3. Notwithstanding the obligation mentioned in Article 33 of the Convention it is agreed that any aircraft operated or, under a lease

arrangement, on behalf of the airline of one Party on services to or from the territory of another Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called “ramp inspection”), provided this does not lead to unreasonable delay.

3.4. If any such ramp inspection or series of ramp inspections gives rise to:

a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, or

b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

3.5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by or on behalf of the airline or airlines of one Contracting Party in accordance with paragraph 3.3 above is denied by the representative of that airline or airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 3.4 above arise and draw the conclusions referred to in that paragraph.

3.6. Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

3.7. Any action by one Contracting Party in accordance with paragraphs 3.2 or 3.6 above shall be discontinued once the basis for the taking of that action ceases to exist.

## Article 8

*Aviation Security*

1. The Contracting Parties reaffirm that their obligation to protect, in their mutual relationship, the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.

2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of aircraft and other unlawful acts against the safety of passengers, crew, aircraft, airports and air navigation facilities and any other threat to aviation security.

3. The Contracting Parties shall 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 Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, and any other multilateral agreement governing civil aviation security binding upon the Contracting Parties.

4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organisation and designated as annexes to the Convention to the extent that such security provisions are applicable to the 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.

5. Each Contracting Party agrees to observe the security provisions required by the other Contracting Party for entry into, for departure from, and while within the territory of that other Contracting Party and to take adequate measures to protect aircraft and to inspect passengers, crew, their baggage and carry-on items, as well as cargo and aircraft stores, prior to boarding or loading. Each Contracting Party shall also give positive consideration to any request from the other Contracting Party for special security measures for its aircraft or passengers to meet a particular threat.

6. When an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of passengers, crew, aircraft, airports and 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 a Contracting Party depart from the aviation security provisions of this Article, the aeronautical authorities of the other Contracting Party may request immediate consultations with the aeronautical authorities of that Party. Failure to reach a satisfactory agreement within thirty (30) days will constitute grounds for application of Article 5 of this Agreement.

#### Article 9

##### *User charges*

1. The charges imposed in the territory of one Contracting Party on the designated airlines of the other Contracting Party for the use of airports and other aviation facilities by the aircraft of the designated airlines of the other Contracting Party shall not be higher than those imposed on a national airline of the first Contracting Party engaged in similar international services.

2. Each Contracting Party shall encourage consultations between its competent charging authorities and the designated airlines using the facilities and services, where practicable, through the airlines' representative organisations. Reasonable notice should be given of any proposal for changes in user charges to enable them to express their views before changes are made.

#### Article 10

##### *Ground handling provisions*

Subject to the laws and regulations of each Contracting Party including, in the case of the Kingdom of Belgium, European Community law, each designated airline shall have in the territory of the other Contracting Party the right to perform its own ground handling ("self-handling") or, at its option, the right to select among competing suppliers that provide for ground handling services in whole or in part.

Where such laws and regulations limit or preclude self-handling and where there is no effective competition between suppliers that provide ground handling services, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

## Article 11

*Customs and Excise*

1. Each Contracting Party shall exempt the designated airlines of the other Contracting Party from import restrictions, customs duties, excise taxes, inspection fees and other national, regional or local duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, ground equipment, aircraft stores and other items intended for use or used solely in connection with the operation or servicing of aircraft of the designated airlines of such other Contracting Party operating the agreed services, as well as printed ticket stock, airway bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed without charge by those designated airlines.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph 1 of this Article, whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption, provided such items are:

a) introduced into the territory of one Contracting Party by or on behalf of the designated airlines of the other Contracting Party, but not alienated in the territory of the said Contracting Party;

b) retained on board aircraft of the designated airlines of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party;

c) taken on board aircraft of the designated airlines of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services.

3. The regular airborne equipment, the ground equipment, as well as the materials and supplies normally retained on board the aircraft of the designated airlines 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 territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs legislation or regulations.

4. Baggage and cargo in direct transit shall be exempt from customs duties and other taxes.

5. The exemptions provided for by this Article shall also be available where the designated airlines of one Contracting Party have contracted with another airline, which similarly enjoys such exemptions from the

other Contracting Party, for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph 1 of this Article.

6. Nothing in this Agreement shall prevent the Kingdom of Belgium from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated airline of the Netherlands Antilles that operates between a point in the territory of the Kingdom of Belgium and another point in the Kingdom of Belgium or in the territory of another European Community Member State.

## Article 12

### *Capacity*

1. There shall be fair and equal opportunity for the designated airlines of each Contracting Party to operate the agreed services between and beyond their respective territories on the routes specified in the Annex to this Agreement.

2. In operating the agreed services, the designated airlines of each Contracting Party shall take into account the interest of the designated airlines 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 route.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear reasonable relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to meet 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 airline and the countries of ultimate destination of the traffic.

4. Provision for the carriage of passengers, cargo and mail both taken up and discharged at points on the specified routes in the territories of States other than that designating an airline shall be made in accordance with the general principle that capacity shall be related to:

- a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- b) traffic requirements of the area through which the airline passes after taking account of other transport services established by airlines of the States comprising the area;
- c) the requirements of long-haul airline operation.

5. The designated airlines shall, not later than thirty (30) days prior to the date of operation of any agreed service, notify their proposed flight programs to the aeronautical authorities of both Contracting Parties. Said flight programs shall include i.a. the type of service, the aircraft to be used, the frequencies and the flight schedules.

This shall likewise apply to later changes.

In special cases this time limit may be reduced, subject to the consent of the said authorities.

#### Article 13

##### *Change of gauge and code-share*

1. For any segment, or segments of the respective routes a designated airline may during any one continuous flight, change type of aircraft at any point of the route.

2. In operating the agreed air services on the routes specified in the Annex, each designated airline may enter into code-share arrangements with an airline of any nationality provided the latter airline holds the appropriate route and traffic rights. In respect of any tickets sold, the airline makes it clear to the purchaser at the point of sale which airline will operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

#### Article 14

##### *Tariffs*

1. Each Contracting Party shall allow tariffs for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Contracting Parties shall be limited to:

- a) prevention of unreasonably discriminatory tariffs or practices;
- b) protection of consumers from tariffs that are unreasonably high or restrictive due to the abuse of a dominant position; and
- c) protection of airlines from tariffs that are artificially low due to direct or indirect governmental subsidy or support.

2. Each Contracting Party shall require notification to its aeronautical authorities of tariffs to be charged to or from its territory by airlines of the other Contracting Party. Notification by the airlines of both Contracting Parties shall be required no more than thirty (30) days before the proposed date of effectiveness. In individual cases, notification may be permitted on shorter notice than normally required. Neither Contracting Party shall require the notification or filing by airlines of the other Con-

tracting Party of tariffs charged by charterers to the public, except as may be required on a non-discriminatory basis for information purposes.

3. Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a tariff proposed to be charged by (1) an airline of either Contracting Party for international air transportation between the territories of the Contracting Parties, or (2) an airline of one Contracting Party for air transportation between the territory of the other Contracting Party and any other country, including in both cases transportation on an interline or intraline basis. If either Contracting Party believes that any such tariff is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall request consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than thirty (30) days after receipt of the request, and the Contracting Parties shall co-operate in securing information necessary for reasoned resolution of the issue. If the Contracting Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such mutual agreement, the tariff shall go into effect or continue in effect.

4. Notwithstanding the provisions of paragraphs 1 to 3 of this Article, the tariffs to be charged by the designated airlines of the Netherlands Antilles for carriage within the European Community shall be subject to European Community Law.

#### Article 15

##### *Staff requirements*

1. The designated airlines of one Contracting Party shall be allowed on the basis of reciprocity, to maintain in the territory of the other Contracting Party their representatives and commercial, operational, technical and other specialist staff as required in connection with the operation of the agreed services.

2. These staff requirements may, at the option of the designated airlines, be satisfied by their own personnel of any nationality or by using the services of any other organisation, company or airline operating in the territory of the other Contracting Party and authorised to perform such services in the territory of that Contracting Party.

3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party. Consistent with such law and regulations, each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary work permits,

employment visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article.

4. To the extent permitted under national law, both Contracting Parties shall dispense with the requirement of work permits or employment visas or other similar documents for personnel performing certain temporary services and duties.

#### Article 16

##### *Sales and revenues*

1. Each designated airline shall be granted 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.

Each designated airline shall have the right to sell transportation in the currency of that territory or, at its discretion, in freely convertible currencies of other countries.

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 airlines of the other Contracting Party the right of free transfer of the excess of receipts over expenditures earned by the designated airline in its territory. Such transfers shall be effected on the basis of the official exchange rates for current payments, or where there are no official exchange rates, at the prevailing foreign exchange market rates for current payments, applicable on the day of the introduction of the request for transfer by the airlines designated by the other Contracting Party and shall not be subject to any charges except normal service charges collected by banks for such transactions.

3. Each Contracting Party shall, on the basis of reciprocity, exempt the designated airlines of the other Contracting Party from any form of taxation on income or profits derived by those airlines in the territory of the first Contracting Party from the operation of international air services, as well as from any tax on turnover or capital.

This provision shall not apply if a Convention for the avoidance of double taxation providing for a similar exemption is in force between the Contracting Parties.

#### Article 17

##### *Exchange of information*

1. The aeronautical authorities of both Contracting Parties shall exchange information, as promptly as possible, concerning the current

authorisations extended to their respective designated airlines to render service to, through, and from the territory of the other Contracting Party. This will include copies of current certificates and authorisations for services on specified routes, together with amendments, exemption orders and authorised service patterns.

2. Each Contracting Party shall cause its designated airlines to provide to the aeronautical authorities of the other Contracting Party, as long in advance as practicable, copies of tariffs, 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 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 airlines to provide to the aeronautical authorities of the other Contracting Party statistics relating to the traffic carried on the agreed services showing the points of embarkation and disembarkation.

#### Article 18

##### *Consultations*

1. The aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring close cooperation in all matters affecting the implementation of, and satisfactory compliance with, the provisions of this Agreement and of its Annex.

2. Such consultations shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise agreed by the Contracting Parties.

#### Article 19

##### *Settlement of disputes*

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

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body, or either Contracting Party may submit the dispute for decision to a Tribunal of three arbitrators.

3. The arbitral tribunal shall be constituted as follows:

Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt, by one Contracting Party, through diplomatic channels, of a request for arbitration from the other Contracting Party. These two arbitrators shall by agreement appoint a third arbitrator within a further period of sixty (60) days.

The third arbitrator shall be a national of a third State, shall act as President of the Tribunal and shall determine the place where arbitration will be held.

If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organisation may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires.

4. The Contracting Parties undertake to comply with any decision or award given under paragraphs 2 and 3 of this Article.

If either Contracting Party fails to comply with such decision, the other Contracting Party shall have grounds for the application of Article 5 of this Agreement.

5. The expenses of the arbitral tribunal shall be shared equally between the Contracting Parties.

#### Article 20

##### *Modifications*

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may request consultations with the other Contracting Party. Such consultations, which may be between aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days from the date of the request.

2. If a general multilateral air convention comes into force in respect of both Contracting Parties, the provisions of such convention shall prevail. Consultations in accordance with paragraph 1 of this Article may be held with a view to determining the extent to which this Agreement is affected by the provisions of the multilateral convention.

3. Any modification agreed pursuant to such consultations shall come into force when it has been confirmed by an exchange of diplomatic notes.

## Article 21

*Termination*

1. Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement.

Such notice shall be communicated simultaneously to the International Civil Aviation Organisation.

2. The Agreement shall terminate one (1) year after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual consent before the expiry of this period.

In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organisation.

## Article 22

*Registration*

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

## Article 23

*Entry into force*

Each of the Contracting Parties shall notify the other Contracting Party through the diplomatic channel of the completion of its constitutional formalities required to bring this Agreement into effect.

The Agreement shall come into force on the first day of the month following the date of the last notification.

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

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

DONE in duplicate at Brussels on this 5<sup>th</sup> day of February 2008 in the English language.

*For the Kingdom of the Netherlands,  
in respect of the Netherlands Antilles*

MAURICE ADRIAENS

*For the Kingdom of Belgium*

MICHEL DAMAR

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**Annex**

**Route schedule**

*Section 1*

Routes to be operated by the designated airline or airlines of the Kingdom of Belgium

Points in the Kingdom of Belgium – intermediate points – Points in the Netherlands Antilles – points beyond

*Notes:*

1. Intermediate points or points beyond may be omitted on any flight provided that the service begins or ends in the Kingdom of Belgium.
2. Services may be operated in either direction.
3. No traffic may be picked up at an intermediate point to be set down in the territory of the Netherlands Antilles, or picked up in the territory of the Netherlands Antilles to be set down at a beyond point, and vice versa in both cases, except as may from time to time be agreed by the aeronautical authorities of the Contracting Parties.

This restriction does not apply to points where an airline of one Contracting Party has entered into a code-sharing agreement with an airline of a third State, provided that the latter airline holds appropriate route and third and fourth freedom rights.

*Section 2*

Routes to be operated by the designated airline or airlines of the Netherlands Antilles

Points in the Netherlands Antilles – intermediate points – Points in the Kingdom of Belgium – points beyond

*Notes:*

1. Intermediate points or points beyond may be omitted on any flight provided that the service begins or ends in the Netherlands Antilles.

2. Services may be operated in either direction.

3. No traffic may be picked up at an intermediate point to be set down in the territory of the Kingdom of Belgium, or picked up in the territory of the Kingdom of Belgium to be set down at a beyond point, and vice versa in both cases, except as may from time to time be agreed by the aeronautical authorities of the Contracting Parties.

This restriction does not apply to points where an airline of one Contracting Party has entered into a code-sharing agreement with an airline of a third State, provided that the latter airline holds appropriate route and third and fourth freedom rights.

D. PARLEMENT

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

G. INWERKINGTREDING

De bepalingen van het Verdrag, met Bijlage, zullen ingevolge artikel 23, juncto artikel 1, onderdeel b, in werking treden op de eerste dag van de maand volgend op de datum van de laatste kennisgeving waaruit blijkt dat de Verdragsluitende Partijen elkaar via diplomatieke weg hebben medegedeeld dat aan hun constitutionele formaliteiten vereist voor inwerkingtreding is voldaan.

J. VERWIJZINGEN**Overige verwijzingen**

Titel	: Verdrag inzake de internationale burgerlijke luchtvaart; Chicago, 7 december 1944
Tekst	: <i>Trb.</i> 1947, 165 (Engels en vertaling)
Laatste <i>Trb.</i>	: <i>Trb.</i> 1999, 108

- Titel : Verdrag tot oprichting van de Europese Gemeenschap;  
Rome, 25 maart 1957
- Tekst : *Trb.* 1957, 74 (Frans)  
*Trb.* 1957, 91 (vertaling)
- Laatste *Trb.* : *Trb.* 2007, 116
- Titel : Akkoord tussen de Staten van de Benelux Economische Unie, van de Bondsrepubliek Duitsland en van de Franse Republiek betreffende de geleidelijke afschaffing van de controles aan de gemeenschappelijke grenzen;  
Schengen, 14 juni 1985
- Tekst : *Trb.* 1985, 102 (Nederlands)
- Laatste *Trb.* : *Trb.* 1997, 121
- Titel : Verdrag inzake strafbare feiten en bepaalde andere handelingen begaan aan boord van luchtvaartuigen;  
Tokio, 14 september 1963
- Tekst : *Trb.* 1964, 115 (Engels en Frans)  
*Trb.* 1964, 186 (vertaling)
- Laatste *Trb.* : *Trb.* 1995, 203
- Titel : Verdrag tot bestrijding van het wederrechtelijk in zijn macht brengen van luchtvaartuigen;  
's-Gravenhage, 16 december 1970
- Tekst : *Trb.* 1971, 50 (Engels, Frans en vertaling)
- Laatste *Trb.* : *Trb.* 1995, 204
- Titel : Verdrag tot bestrijding van wederrechtelijke gedragingen gericht tegen de veiligheid van de burgerluchtvaart;  
Montreal, 23 september 1971
- Tekst : *Trb.* 1971, 218 (Engels, Frans en vertaling)
- Laatste *Trb.* : *Trb.* 1995, 205

Uitgegeven de vierde maart 2008.

*De Minister van Buitenlandse Zaken,*

M. J. M. VERHAGEN