

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

---

JAARGANG 2017 Nr. 2

---

## A. TITEL

*Verdrag inzake luchtdiensten tussen het Koninkrijk der Nederlanden, ten behoeve van Curaçao, en het Gemenebest van de Bahama's (met Bijlage);  
Nassau, 8 december 2016*

Voor een overzicht van de verdragsgegevens, zie verdragsnummer 013272 in de Verdragenbank.

## B. TEKST

### **Air Services Agreement between the Kingdom of the Netherlands, in respect of Curaçao, and the Commonwealth of the Bahamas**

The Kingdom of the Netherlands, in respect of Curaçao,

and

the Commonwealth of The Bahamas (hereinafter, "the Parties");

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

Desiring to contribute to the progress of regional and international civil aviation;

Desiring to conclude an agreement for the purpose of establishing and operating Air Services between and beyond their respective Territories;

Desiring to ensure the highest level of safety and security in International Air Service;

Have agreed as follows:

#### CHAPTER I

#### INTRODUCTION

#### Article 1

#### *Definitions*

For the purpose of this Agreement, unless otherwise defined, the term:

1. "Aeronautical Authorities" means, in the case of the Commonwealth of The Bahamas, the Bahamas Civil Aviation Authority; in the case of the Kingdom of the Netherlands, in respect of Curaçao, the Minister responsible for Civil Aviation; or, in both cases, any person or body authorized to perform the functions at present exercised by said authorities;
2. "Agreed Services" means Air Services on the specified routes for the carriage of passengers, cargo and mail, separately or in combination;
3. "Agreement" means this Agreement, its Annex, and any amendments thereto;
4. "Air Service", "International Air Service", "Airline" and "stop for non-traffic purposes" shall have the meaning respectively assigned to them in Article 96 of the Convention;
5. "Designated Airline" means an Airline or Airlines designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement;
6. "the Convention" means the Convention on International Civil Aviation, opened for signature at Chicago

on December 7, 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, insofar as those Annexes and amendments have become effective for, or been ratified by both Parties;

7. "Full Cost" means the cost of providing service plus a reasonable charge for administrative overhead;
8. "National" in the case of the Commonwealth of The Bahamas means nationals of the Commonwealth of The Bahamas and in the case of the Kingdom of the Netherlands, in respect of Curaçao, means nationals of the Kingdom of the Netherlands who are born in Curaçao or are formally registered as local citizens in the municipal registry of Curaçao;
9. "Price" means any fare, rate or charge for the carriage of passengers, baggage and/or cargo in Air Services including any other mode of transportation in connection therewith charged by Airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;
10. "Territory" means for each Party, its land areas, internal waters and territorial sea as determined in accordance with international law, and includes the air space above these areas;
11. "User Charge" means a charge imposed on Airlines for the provision of airport, air navigation, or aviation security facilities or services including related services and facilities.

## CHAPTER II

### OBJECTIVES

#### Article 2

##### *Grant of Rights*

1. Each Party grants to the other Party the following rights for the conduct of Air Services by the Designated Airlines of the other 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. the right to make stops at the point(s) on the route(s) specified in the Route Schedule to this Agreement for the purpose of taking on board and discharging international traffic in passengers, cargo and mail.
2. Nothing in this Agreement shall be deemed to confer on the Designated Airline or Airlines of one Party the right to take on board in the Territory of the other Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the Territory of that other Party.
3. The exercise of fifth freedom traffic rights will be subject to approval between the Aeronautical Authorities of both Parties, and may be agreed upon in an arrangement.

#### Article 3

##### *Designation and Authorization*

1. Each Party shall have the right to designate in writing, through diplomatic channels, to the Aeronautical Authority of the other Party one or more Airlines to operate the Agreed Services in accordance with this Agreement and to withdraw a designation or to substitute another Airline for an Airline previously designated.
2. Upon receipt of such a designation, and of applications from the Designated Airline, in the form and manner prescribed for operating authorizations, the other Party shall grant the appropriate authorizations with minimum procedural delay, provided that:
  - a. the Designated Airline is under the effective regulatory control of the designating Party;
  - b. the Designated Airline has its principal place of business in the Territory of the designating Party;
  - c. the Designated Airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of International Air Services by the Party considering the application or applications; and
  - d. the Party designating the Airline is in compliance with the standards set forth in Article 12 (Safety) and Article 13 (Aviation Security).
3. Upon receipt of the operating authorization of paragraph 2 of this Article, the 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.

## Article 4

### *Revocation of Authorization*

1. Either Party shall have the right to withhold the authorizations referred to in Article 3 (Designation and Authorization) of this Agreement with respect to an Airline designated by the other Party, and to revoke, suspend or impose conditions on such authorizations, temporarily or permanently, in the event that the Designated Airline fails to comply with the provisions of paragraph 2 of Article 3 (Designation and Authorization), and of Article 11 (Application of Laws) of this Agreement.
2. In the event of an action by one Party under this Article, the rights of the other Party under Article 19 (Settlement of Disputes) shall not be prejudiced.

## CHAPTER III

### COMMERCIAL PROVISIONS

## Article 5

### *Commercial Activities*

1. The Designated Airline(s) of each Party shall have the right to establish offices, both on-line and off-line, in the Territory of the other Party for the promotion and sale of Air Services.
2. The Designated Airlines of each Party shall be entitled, in accordance with the laws and regulations of the other Party relating to entry, residence, and employment, to bring in and/or maintain in the Territory of the other Party, for not more than five (5) years, such senior managerial staff required for the provision of Air Services.
3. These staff requirements may, at the option of the Designated Airline or Airlines of one Party, be satisfied by its own personnel or by using the services of any other organization, company or Designated Airline operating in the Territory of the other Party and authorized to perform such services for other Designated Airlines.
4. All senior managerial staff shall be subject to the laws and regulations in force of the other Party, and consistent with such laws and regulations:
  - a. each Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 2 of this Article; and
  - b. each Party shall facilitate and expedite the requirement of employment authorizations for personnel performing certain temporary duties.
5. The Designated Airline(s) of each Party shall be permitted to have ground handling services in the other Party's Territory provided in whole or in part by the agent authorized by the competent authorities of the other Party to provide such services or, at its option, it may perform its own ground handling services by engaging, or giving positive consideration to engaging, personnel employed by the agent authorized to perform such ground handling services.
6. The Designated Airline(s) may engage in the sale of Air Services in the Territory of the other Party directly and, at the Airline's discretion, through its agents. Each Designated Airline shall have the right to sell such transportation, in the currency of that Territory or in freely convertible currencies.
7. Each Designated Airline shall be permitted to pay for local expenses, including purchases of fuel, in the Territory of the other Party in local currency. At their discretion, the Designated Airlines of each Party may pay for such expenses in the Territory of the other Party in freely convertible currencies according to local currency regulation.
8. In operating or holding out the Agreed Services on the specified routes, any Designated Airline may enter into co-operative marketing arrangements such as blocked-space, code-sharing, joint ventures or leasing arrangements, with
  - a. an Airline or Airlines of either Party; and
  - b. an Airline or Airlines of a third country, provided that such third country authorizes or allows comparable arrangements between the Airlines of the other Party and other Airlines on services to, from and via such a third country;provided that all Airlines in such arrangements (1) hold the appropriate authority and (2) meet the requirements normally applied to such arrangements.

## Article 6

### *User Charges*

1. Neither Party shall impose or permit to be imposed on the Designated Airlines of the other Party User Charges higher than those imposed on its own Airlines operating similar International Air Services.
2. Each Party shall encourage consultations on User Charges between its competent charging authority and Airlines using the service and facilities provided by those charging authorities or service provider where practicable through those Airlines' representative organizations. Reasonable notice of any proposals for changes in User Charges should be given to such users to enable them to express their views before such changes are made. Each Party shall further encourage its competent charging authority or service provider and such users to exchange appropriate information concerning User Charges.

## Article 7

### *Fair Competition*

1. Each Designated Airline shall have a fair opportunity to operate the routes specified in this Agreement.
2. Each Party shall allow any Designated Airline of the other Party to determine the frequency and capacity of the Agreed Services it offers based on the Airline's commercial considerations in the marketplace. Therefore, neither Party shall impose on the Designated Airline of the other Party any requirement with respect to capacity, frequency or traffic that would be inconsistent with the purposes of this Agreement. Neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or of the aircraft type or types operated by the Designated Airline of the other Party, except as may be required for customs and other government inspection services, technical, or operational reasons under uniform conditions consistent with Article 15 of the Convention.
3. Neither Party shall impose on the Designated Airlines of the other Party a first-refusal requirement, uplift ratio, no-objection fee, or any other requirements with respect to capacity, frequency or traffic that would be inconsistent with the purposes of this Agreement.
4. The Parties agree that the following Airline practices may be regarded as possible unfair competitive practices which may merit closer examination:
  - a. the charging of fares and rates on the specified routes at levels which are, in the aggregate, insufficient to cover the costs of providing the services to which they relate;
  - b. the addition of excessive capacity or frequency of service;
  - c. the practices in question are sustained rather than temporary;
  - d. the practices in question have a serious economic effect on, or cause significant damage to, another Airline; and
  - e. the practices in question reflect an intent or have the effect of crippling, excluding or driving another Airline from the market.
5. If the Aeronautical Authorities of one Party consider that an operation or operations intended or conducted by the Designated Airline(s) of the other Party may constitute unfair competitive behavior in accordance with paragraphs 4 of this Article, they may request consultation in accordance with Article 18 (Consultations) of this Agreement with a view to resolving the problem. Any such request shall be accompanied by notice of the reasons for the request, and the consultation shall begin within sixty (60) days after receipt of the request.
6. If the Parties fail to reach a resolution of the problem through consultations, either Party may invoke the dispute resolution mechanism under Article 19 (Settlement of Disputes) of this Agreement to resolve the dispute.

## Article 8

### *Pricing*

1. Prices charged for Air Services under this Agreement may be freely established by the Designated Airlines and shall not be subject to approval.
2. Each Party may require notification to or filing with the Aeronautical Authorities, by the Designated Airlines of Prices for transportation to or from its Territory. Such filing by or on behalf of the Designated Airlines may be required by no more than sixty (60) days before the proposed date of effectiveness. In individual cases filing may be permitted on shorter notice than normally required.

## CHAPTER IV

### FINANCIAL PROVISIONS

#### Article 9

##### *Customs Duties*

1. Each Party shall on the basis of reciprocity exempt a Designated Airline of the other Party to the fullest extent possible under its national law from customs duties, excise taxes, inspection fees and other national duties and charges, not based on the cost of services provided on arrival, on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores and other items such as printed ticket stock, air waybills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charge by that Designated Airline intended for use or used solely in connection with the operation or servicing of aircraft of the Airline of such other Party operating the Agreed Services.
2. With regard to regular airborne equipment, spare parts, supplies of fuels and lubricants and aircraft stores introduced into the Territory of one Party by or on behalf of a Designated Airline of the other Party or taken on board the aircraft operated by such Airline and intended solely for use on board aircraft while operating International Air Services, no duties and charges, including customs duties and inspection fees imposed in the Territory of the first Party, shall be applied, even when these supplies are to be used on the parts of the journey performed over the Territory of the 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 Party can be made subject to the obligation to refund customs duties which already have been levied on the items referred to above.
3. The exemptions granted by this Article shall apply to the items referred to in paragraph 1 of this Article:
  - a. introduced into the Territory of the Party by or on behalf of the Designated Airline of the other Party;
  - b. retained on board the aircraft of the Designated Airline of one Party upon arrival in or leaving the Territory of the other Party; or
  - c. taken on board the aircraft of the Designated Airline of one Party in the Territory of the other Party and intended for use in operating the Agreed Services; whether or not such items are used or consumed wholly within the Territory of the Party granting the exemption, provided the ownership of such items is not transferred in the Territory of the said Party.
4. Regular airborne equipment, spare parts, supplies fuels and lubricants and aircraft stores retained on board the aircraft of either Party may be unloaded in the Territory of the other Party only with the approval of the customs authorities of that Party, who may require that 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 10

##### *Transfer of funds*

Each Designated Airline shall have the right to convert and remit to its country, on demand, local revenues from the sale of Air Services and associated activities directly linked to Air Services in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly in respect thereof at the rate of exchange applicable to current transactions and remittance on the date the carrier makes the initial application for remittance.

## CHAPTER V

### REGULATORY PROVISIONS

#### Article 11

##### *Application of Laws*

1. The laws and regulations of one Party governing entry into and departure from its Territory of aircraft engaged in International Air Services, or the operation and navigation of such aircraft while within its Territory, shall be applied to aircraft of the Designated Airline of the other Party.
2. While entering, within or leaving the Territory of one Party, its laws and regulations relating to the admission to or departure from its Territory of passengers, crew or cargo on aircraft (including regulations relating

to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers, crew or cargo of the other Party's Designated Airlines.

3. Neither Party shall give preference to its own or any other Airline over a Designated Airline of the other Party engaged in similar International Air Services in the application of its immigration, customs, quarantine and similar regulations.

4. Passengers, baggage, cargo and mail in direct transit 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.

## Article 12

### *Safety*

1. Each Party shall recognize as valid, for the purpose of operating the Air Service provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Party and still in force, provided that the requirements for such certificates or licenses are at least equal to the minimum standards that may be established pursuant to the Convention. Each Party may, however, refuse to recognize as valid for the purpose of flights above or landing within its own Territory, certificates of competency and licenses granted to or validated for its own nationals by the other Party.

2. Each Party may request consultations concerning the safety standards maintained by the other Party relating to aeronautical facilities, aircrew, aircraft and the operation of the aircraft. Such consultations shall take place in conformity with Article 18 (Consultations) of this Agreement.

3. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards and requirements in the areas referred to in paragraph 2 of this Article that meet the minimum standards that may be established at that time pursuant to the Convention, the other Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards, and the other Party shall take appropriate corrective action within an agreed time period. Each Party reserves the right to withhold, revoke, or limit the operations authorization of an Airline or Airlines designated by the other Party in the event the other Party does not take such appropriate corrective action within an agreed period of time.

4. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of a Designated Airline of one Party, on service to or from the Territory of the other Party, may, while within the Territory of the other Party, be the subject of a ramp inspection by the authorized representatives of the other Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this inspection is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the standards established at that time pursuant to the Convention.

5. When urgent action is essential to ensure the safety of an Airline operation, each Party reserves the right to immediately suspend or vary the operating authorization of a Designated Airline or Airlines of the other Party.

6. Any action by one Party in accordance with paragraph 5 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

7. With reference to paragraph 3 of this Article, if it is determined that one Party remains in non-compliance with the International Civil Aviation Organization (ICAO) standards when the agreed time period has elapsed, the Secretary General of ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

## Article 13

### *Aviation Security*

1. In accordance with their rights and obligations under international law, the 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 Parties shall, in particular, act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, done at Tokyo on September 14, 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, done at The Hague on December 16, 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on September 23, 1971, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving Inter-



national Civil Aviation, done at Montreal on February 24, 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, done at Montreal on March 1, 1991, as well as with any other convention or protocol relating to the security of civil aviation which both Parties adhere to.

2. Each Party 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, of their passengers and crew, and of airports and air navigation facilities, and to address any other threat to the security of civil air navigation.

3. Each Party shall, in its mutual relations, act in conformity with the aviation security provisions established by ICAO and designated as Annexes to the Convention; it shall require that operators of aircraft of its registry or operators of aircraft who are established in its Territory, and the operators of airports in its Territory act in conformity with such aviation security provisions. Each Party shall advise the other Party of any difference between its national regulations and practices and the aviation security standards of the Annexes referred to in this paragraph. Each Party may request immediate consultations with the other Party at any time to discuss any such differences.

4. Each Party agrees that such operators of aircraft may be required to observe the security provisions referred to in paragraph 3 of this Article required by the other Party for entry into, for departure from, and while within the Territory of that other Party. Each Party shall ensure that adequate measures are effectively applied within its Territory to protect the aircraft and to inspect passengers, crew and their baggage and carry-on items, as well as cargo and aircraft stores, prior to and during boarding or loading. Each Party shall also give positive consideration to any request from the other Party for special security measures to meet a particular threat.

5. 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 or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat.

6. Each Party shall have the right, within sixty (60) days following notice, for its Aeronautical Authorities to conduct an assessment in the Territory of the other Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the Territory of the first Party. The administrative arrangements for the conduct of such assessments shall be agreed between the Aeronautical Authorities and implemented without delay so as to ensure that assessments will be conducted expeditiously.

7. When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, the Aeronautical Authorities of that Party may request immediate consultations with the Aeronautical Authorities of the other Party. Such consultations shall start within fifteen (15) days of receipt of such a request from either Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorization of a Designated Airline or Airlines of that Party. When required by an emergency, or to prevent further non-compliance with the provisions of this Article, a Party may take interim action at any time prior to the expiry of fifteen (15) days.

#### Article 14

##### *Security of Travel Documents*

1. Each Party agrees to adopt measures to ensure the security of their passports and other travel documents.

2. In this regard, each Party agrees to establish controls on the lawful creation, issuance, verification and use of passports and other travel documents and identity documents issued by, or on behalf of, that Party.

3. Each Party also agrees to establish or improve procedures to ensure that travel and identity documents issued by it are of such quality that they cannot easily be misused and cannot readily be unlawfully altered or issued.

4. Each Party further agrees to exchange operational information regarding forged or counterfeit travel documents, and to cooperate with the other Party to strengthen resistance to travel document fraud, including the forgery and counterfeiting of travel documents, the use of forged or counterfeit travel documents, the use of valid travel documents by imposters, the misuse of authentic travel documents by rightful holders in furtherance of the commission of an offence, the use of expired or revoked travel documents, and the use of fraudulently obtained travel documents.

## Article 15

### *Inadmissible and Undocumented Passengers and Deportees*

1. Each Party agrees to establish effective border controls.
2. In this regard, each Party agrees to implement the Standards and Recommended Practices of Annex 9 to the Convention concerning inadmissible and undocumented passengers and deportees in order to enhance cooperation to combat illegal migration.
3. Pursuant to the objectives above, each Party agrees to issue, or to accept, as the case may be, the letter relating to "fraudulent, falsified or counterfeit travel documents or genuine documents presented by imposters" set out in Appendix 9b) to Annex 9, when taking action under the relevant paragraphs of Chapter 3 of the Annex regarding the seizure of fraudulent, falsified or counterfeit travel documents.

## CHAPTER VI

### PROCEDURAL PROVISIONS

## Article 16

### *Approval of Schedules*

1. The Designated Airline(s) of each Party shall submit its envisaged flight schedules for approval to the Aeronautical Authorities of the other Party at least thirty (30) days prior to the operation of the Agreed Services. The same shall apply to any modification thereof.
2. For supplementary flights which a Designated Airline of one Party wishes to operate on the Agreed Services outside the approved timetable, that Airline must request prior permission from the Aeronautical Authorities of the other Party. Such requests shall be submitted at least fifteen (15) days prior to the operation of such flights.

## Article 17

### *Statistics*

The Aeronautical Authorities of each Party shall provide the Aeronautical Authorities of the other Party, upon request, periodic or other statements of statistics as may be reasonably required.

## Article 18

### *Consultations*

Either Party may, at any time, request consultations relating to the interpretation, application, implementation, or amendment of, or compliance with this Agreement or its Annexes. Such consultations shall begin, unless otherwise agreed, not later than sixty (60) days from the date the other Party receives the request.

## Article 19

### *Settlement of Disputes*

1. The Aeronautical Authorities of the Parties shall in the first place endeavor to settle by consultations and negotiation any dispute arising between the Parties relating to the interpretation or application of this Agreement, except those that may arise under Articles 12 (Safety) and 13 (Aviation Security).
2. If the Aeronautical Authorities fail to reach a settlement by negotiation, the dispute shall be settled through diplomatic channels.

## Article 20

### *Amendment*

1. Any amendment to the present Agreement shall be agreed upon by the Parties and shall be effected through an exchange of diplomatic notes. Such amendment shall enter into force in accordance with the provisions of Article 25 (Entry into Force).



2. Notwithstanding the provisions of paragraph 1 of this Article, any amendments to the Annex to this present Agreement may be agreed upon by the Aeronautical Authorities of the Parties, through an exchange of diplomatic notes and shall enter into force on a date to be determined in the diplomatic notes. This exception to paragraph 1 of this Article does not apply in case any traffic rights are added to the Annex.

## CHAPTER VII

### FINAL PROVISIONS

#### Article 21

##### *Multilateral Agreements*

If a general multilateral air transport agreement comes into force in respect of both Parties, this Agreement and its Annex shall be deemed to be amended accordingly. Consultations in accordance with Article 18 (Consultations) of this Agreement may be held with a view to determining the extent to which this Agreement is affected by the provisions of the multilateral agreement.

#### Article 22

##### *Termination*

1. Either Party may at any time give notice in writing through diplomatic channels to the other Party of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to ICAO.

2. The Agreement shall terminate at midnight one (1) year after the date of receipt of the notice by the other 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 Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by ICAO.

#### Article 23

##### *Registration with ICAO*

This Agreement and any amendments thereto shall, upon signature, be submitted for registration with ICAO.

#### Article 24

##### *Territorial Application*

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

#### Article 25

##### *Entry into Force*

This Agreement shall enter into force on the first day of the second month following the date of receipt of the last written notification, through diplomatic channels, by which the Parties shall have notified each other that all necessary internal procedures for entry into force of this Agreement have been completed.

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

DONE at Nassau, The Bahamas on this 8<sup>th</sup> day of December 2016, in duplicate, in the English language.

*For the Commonwealth of the Bahamas*

GLENYS HANNA-MARTIN

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

SUSANNE CAMELIA-RÖMER

**Annex**  
**Route Schedule**

1. Routes to be operated by the Designated Airline(s) of The Bahamas:

Points behind	Points of Departure	Intermediate points	Point of Destination	Points Beyond
Any points	The Bahamas	Any points	Curaçao	Any points

For all-cargo service, between Curaçao and any point or points.

2. Routes to be operated by the Designated Airline(s) of Curaçao:

Points behind	Point of Departure	Intermediate Points	Points of Destination	Points Beyond
Any points	Curaçao	Any points	Any points	Any points

For all-cargo service, between The Bahamas and any point or points.

3. While operating an Agreed Service on a specified route, the Designated Airline(s) may on any or all flights and at the option of each Airline:
- a. operate flights in either or both directions;
  - b. combine different flight numbers within one aircraft operation;
  - c. omit any intermediate or beyond stops;
  - d. transfer traffic from any of its aircraft to any of its other aircraft at any points on the routes;
  - e. exercise full third and fourth freedom traffic rights; and
  - f. pick up and discharge stop-over traffic at any point of the route schedule, provided that stop over time does not exceed fifteen (15) days at any point.

---

**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 25 van het Verdrag in werking treden op de eerste dag van de tweede maand die volgt op de datum van ontvangst van de laatste schriftelijke kennisgeving langs diplomatieke weg waarin partijen elkaar in kennis hebben gesteld dat alle voor de inwerkingtreding van het Verdrag noodzakelijke interne procedures zijn voltooid.

Uitgegeven de *elfde* januari 2017.

*De Minister van Buitenlandse Zaken,*

A.G. KOENDERS