

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 2024 Nr. 68

A. TITEL

*Verdrag inzake luchtdiensten tussen het Koninkrijk der Nederlanden en de Republiek Ivoorkust (met Bijlage);
Abidjan, 23 mei 2024*

Voor een overzicht van de verdragsgegevens, zie verdragsnummer 014073 in de Verdragenbank.

B. TEKST

Air Services Agreement between the Kingdom of the Netherlands and the Republic of Cote d'Ivoire

Preamble

The Kingdom of the Netherlands and the Republic of Cote d'Ivoire, hereinafter referred to as the Contracting Parties;

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

Desiring to contribute to the progress of international civil aviation;

Desiring to guarantee the highest level of safety and security in international air transport;

Desiring to conclude an Agreement between the Kingdom of the Netherlands and the Republic of Cote d'Ivoire, for Air Services between and beyond their respective Territories;

Have agreed as follows:

CHAPTER I

INTRODUCTION

Article 1

Definitions

1. For the purpose of this Agreement:
 - a) the term "Aeronautical Authorities" means: for the Kingdom of the Netherlands, the Minister of Infrastructure and Water Management of the Netherlands; for the Republic of Cote d'Ivoire, the Minister in charge of Civil Aviation; or, in either case, any person or body authorized to perform any functions at present exercised by the said Authorities;
 - b) the terms "Agreed Service" and "Specified Route" mean: International Air Service pursuant to this Agreement and the route specified in the Annex to this Agreement respectively;
 - c) the term "Agreement" means: this Agreement, its Annex, as well as any amendment to the Agreement or the Annex;
 - d) the terms "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;
 - e) the term "Change of Aircraft" means: the operation of one of the Agreed Services by a Designated Airline in such a way that one or more sectors of the Specified Route are flown by different aircraft;

- f) the term “the Convention” means: the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or the Convention under Articles 90 and 94 thereof, insofar as those Annexes and amendments have become effective for, or have been ratified by both Contracting Parties;
 - g) the term “Designated Airline” means: the Airline which has been designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement;
 - h) the term “Stores”, means: articles of a readily consumable nature for use or sale on board an aircraft during flight including commissary supplies;
 - i) the term “Tariff” means: any amount, excluding governmental levies, charged or to be charged by the Airline, directly or through their agents, to any person or entity for the carriage of passengers (and their baggage) and cargo (excluding mail) in air transportation, including:
 - (i) the conditions governing the availability and applicability of a Tariff; and
 - (ii) the charges and conditions for any services ancillary to such carriage which are offered by the Airline;
 - j) the term “Territory” in relation to either Contracting Party shall be deemed to be the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or mandate of the Contracting Party;
 - k) the term “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;
 - l) the term “Capacity” means: the combination of frequency per week and (the configuration of) the type of aircraft used on the route offered to the public by the Designated Airline(s);
 - m) the term “Place of Effective Management” means: the place where key management and commercial decisions that are necessary for the conduct of the entity’s business as a whole are in substance made. All relevant facts and circumstances shall be examined to determine the place of effective management. An entity may have more than one place of management, but it can have only one place of effective management at any one time;
 - n) the term “EU Member State” means: a state that is now or in the future a contracting party to the Treaty on European Union and the Treaty on the Functioning of the European Union;
2. The applicable legislation for the European part of the Netherlands includes applicable legislation of the European Union.

CHAPTER II

OBJECTIVES

Article 2

Grant of rights

1. Each Contracting Party grants to the other Contracting Party, except as otherwise specified in the Annex to this Agreement, the following rights for the conduct of International Air Services by the Designated Airline(s) of the other Contracting Party:
 - a) the right to fly across its Territory without landing;
 - b) the right to make Stops for non-traffic purposes in its Territory; and
 - c) while operating an Agreed Service on a Specified Route, the right to make stops in its Territory for the purposes of taking up and discharging international traffic in passengers, baggage, cargo and mail, either separately or in combination.
2. Nothing in paragraph 1 of this Article shall be deemed to grant the right for one Contracting Party’s Airline(s) to participate in air transportation between points in the Territory of the other Contracting Party (cabotage).
3. The exercise of fifth freedom traffic rights shall be subject to approval between the Aeronautical Authorities of both Contracting Parties, and may be agreed upon in an arrangement.

Article 3

Designation and Authorization

1. Either Contracting Party shall have the right to designate, by written notification through diplomatic channels to the other Contracting Party, one or more Airline(s) to operate International Air Services on the routes specified in the Annex to this Agreement and to substitute another Airline for an Airline previously designated.

2. Upon receipt of such a notification, each Contracting Party shall, without delay, grant to the Airline(s) so designated by the other Contracting Party the appropriate operating authorizations subject to the provisions of this Article, unless it is not satisfied that:
- a) in case an Airline is designated by the Netherlands:
 - (i) the Airline is established in the Territory of the Netherlands under the European Union Treaties and has a valid operating license in accordance with European Union law; and
 - (ii) effective regulatory control of the Airline is exercised and maintained by the EU Member State responsible for issuing its Air Operator's Certificate and the relevant Aeronautical Authority is clearly identified in the designation; and
 - (iii) the Airline is owned, directly or through majority ownership, and is effectively controlled by Member States of the European Union or the European Free Trade Association and/or by nationals of such States;
 - b) in case an Airline is designated by the Republic of Cote d'Ivoire:
 - (i) the Airline is established in the Territory of the Republic of Cote d'Ivoire and has a valid Operating License in accordance with the applicable legislation for the Republic of Cote d'Ivoire; and
 - (ii) effective regulatory control of the Airline is exercised and maintained by the Republic of Cote d'Ivoire; and
 - (iii) the Airline is owned directly or through majority ownership, and the Airline is effectively controlled by the Republic of Cote d'Ivoire and/or by its nationals;
 and that:
 - c) the Airline is maintaining and administering standards set forth in Article 8 (Fair Competition), Article 15 (Safety) and Article 16 (Aviation Security) of this Agreement; and
 - d) the Designated Airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operations of International Air Services by the Contracting Party considering the application or applications.
3. Upon receipt of the operating authorization of paragraph 2 of this Article, the Designated Airline(s) 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 and suspension of authorization

1. Each Contracting Party shall have the right to withhold, revoke, suspend or limit the operating authorizations of an Airline designated by the other Contracting Party:
- a) in case an Airline is designated by the Netherlands:
 - (i) the Airline is not established in the Territory of the Netherlands under European Union Treaties or does not have a valid operating license in accordance with European Union law; or
 - (ii) effective regulatory control of the Airline is not exercised or not maintained by the EU Member State responsible for issuing its Air Operator's Certificate or the relevant Aeronautical Authority is not clearly identified in the designation; or
 - (iii) the Airline is not owned, directly or through majority ownership, or is not effectively controlled by Member States of the European Union or the European Free Trade Association and/or by nationals of such States;
 - b) in case an Airline is designated by the Republic of Cote d'Ivoire:
 - (i) the Airline is not established in the Territory of the Republic of Cote d'Ivoire or does not have a valid Operating Licence in accordance with the appropriate legislation of the Republic of Cote d'Ivoire; or
 - (ii) effective regulatory control of the Airline is not exercised and maintained by the Republic of Cote d'Ivoire; or
 - (iii) the Airline is not owned, directly or through majority ownership, or is not effectively controlled by the Republic of Cote d'Ivoire and/or by its nationals;
 - c) in case the Airline has failed to comply with the laws and regulations referred to in Article 13 (Application of Laws, Regulations and Procedures) of this Agreement;
 - d) in any case the Airline is not maintaining and administering the standards set forth in this Agreement, especially in Article 8 (Fair Competition), Article 15 (Safety) and Article 16 (Aviation Security) of this Agreement;
 - e) in the event of failure by such Airline to qualify before the Aeronautical Authorities of the Contracting Party assessing the authorization, under the laws and regulations normally and reasonably applied to the operation of International Air Services by these Authorities in conformity with the Convention; or
 - f) in case the Airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.
2. Unless immediate action is essential to prevent further non-compliance with the conditions referred to in paragraph 1 of this Article, the rights established by this Article shall be exercised only after consultations with the other Contracting Party. Unless otherwise agreed by the Contracting Parties, such consultations shall begin within a period of sixty (60) days from the date of receipt of the request.

3. This Article does not limit the rights of either Contracting Party to withhold, revoke, limit or impose conditions on the operating authorization of an Airline or Airlines of the other Contracting Party in accordance with the provisions of Article 16 (Aviation Security) of this Agreement.

CHAPTER III

COMMERCIAL PROVISIONS

Article 5

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 may require, for information purposes only and on a non-discriminatory basis, the notification or prior filing with its Aeronautical Authorities of Tariffs to be charged to or from its Territory by Designated Airlines of both Contracting Parties. Such filing by or on behalf of the Designated Airlines may be required at least thirty (30) days before the proposed date of effectiveness. In individual cases, filing may be permitted on shorter notice than normally required. If a Contracting Party permits a Designated Airline to file a Tariff on short notice, the Tariff shall become effective on the proposed date for traffic originating in the Territory of that Contracting Party.

3. Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a Tariff charged or proposed to be charged by:

- a) an Airline of either Contracting Party for International Air Services between the Territories of the Contracting Parties; or
- b) an Airline of one Contracting Party for International Air Services between the Territory of the other Contracting Party and that of any other country.

4. If either Contracting Party considers any such Tariff 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 new Tariff shall neither take effect nor continue to be in effect.

Article 6

Commercial Activities

1. The Designated Airline(s) of each Contracting Party shall be allowed:

- a) to establish in the Territory of the other Contracting Party offices for the promotion and sale of air transportation and ancillary or supplemental services (including the right to sell and to issue any ticket and/or air waybill, both its own tickets and/or air waybills and of any other Airline) as well as other facilities required for the provision of air transportation;
- b) to engage directly and, at its discretion, through its agents and/or other Airlines, in the sale of air transportation and ancillary or supplemental services in the Territory of the other Contracting Party;
- c) to sell such transportation and ancillary or supplemental services in the currency of that Territory or, subject to its national laws and regulations, in freely convertible currencies of other countries and any person shall be free to purchase such transportation or services in any currency.

2. The Designated Airline(s) of each Contracting Party shall be allowed to bring in and maintain in the Territory of the other Contracting Party its managerial, commercial, operational and technical staff as it may require in connection with the provision of air transportation and ancillary or supplemental services, in accordance with the entry, residence and employment rules and regulations of the other Contracting Party.

3. These staff requirements may, at the option of the Designated Airline, be satisfied by its own personnel or by using the services of any other organization, company or Airline operating in the Territory of the other Contracting Party, authorized to perform such services in the Territory of that Contracting Party.

4. Subject to national laws, each Designated Airline shall have the right to perform its own ground handling ("self handling") in the Territory of the other Contracting Party, or, at its option, the right to select among competing suppliers that provide ground handling services in whole or in part. This right may be subject only to restrictions justified by specific constraints of available space, Capacity or airport safety. 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. Ground handling activities shall be carried out in accordance with the laws and regulations of each Contracting Party, including European Union law.

5. In operating or holding out the Agreed Services on the Specified Routes, each Designated Airline of a Contracting Party may enter into commercial and/or cooperative marketing arrangements under the following conditions:

- a) the commercial and/or cooperative marketing arrangements may include, but shall not be limited to blocked-space, code-sharing and leasing arrangements, with:
 - (i) the Airline(s) of the same Contracting Party;
 - (ii) the Airline(s) of the other Contracting Party, including domestic code share;
 - (iii) the Airline(s) of a third country; or
 - (iv) a cargo surface transportation provider of any country.
- b) the operating Airline(s) involved in the co-operative marketing arrangements shall hold the underlying traffic rights including the route rights and the Capacity entitlements and meet the requirements normally applied to such arrangements;
- c) all marketing Airlines involved in the co-operative arrangements shall hold the underlying route rights and meet the requirements normally applied to such arrangements;
- d) the total Capacity operated by the Air Services performed under such arrangements shall be counted only against the Capacity entitlement of the Contracting Party designating the operating Airline(s). The Capacity offered by the marketing Airline(s) on such services shall not be counted against the Capacity entitlement of the Contracting Party designating that Airline;
- e) when holding out Air Services for sale under such arrangements, the Airline concerned or its agent shall make it clear to the purchaser at the point of sale as to which Airline shall be the operating Airline on each sector of the service and with which Airline(s) the purchaser is entering into a contractual relationship;
- f) these provisions shall be applicable to passenger, combination and all-cargo services.

6. Notwithstanding any other provision of this Agreement, the Designated Airline(s) and indirect providers of air transportation of either of the Contracting Parties shall be permitted, without restriction, to employ in connection with International Air Services any surface transportation for passengers, baggage, cargo and mail to or from any points in the Territory of either of the Contracting Parties or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo and mail in bond under applicable laws and regulations. Such passengers, baggage, cargo and mail, whether moving by surface or by air, shall have access to airport customs processing and facilities. The Designated Airline(s) may elect to perform its/their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other Airlines and indirect providers of air cargo transportation. Such intermodal services may be offered at a single through price for the air and surface transportation combined, provided that passengers and shippers are not misled as to the facts concerning such transportation.

7. The activities mentioned in this Article shall be carried out in accordance with the laws and regulations of the other Contracting Party. In case of the Netherlands this includes applicable European Union law.

Article 7

Change of Aircraft

1. On any segment or segments of the Specified Routes, a Designated Airline may perform International Air Services without any limitation as to change at any point on the Specified Route, in type or number of aircraft operated, provided that in the outbound direction the transportation beyond such point is a continuation of the transportation from the Territory of the Contracting Party that has designated the Airline and, in the inbound direction, the transportation to the Territory of the Contracting Party that has designated the Airline is a continuation of the transportation from beyond such point.

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 and/or cooperative marketing arrangements with other Airlines.

3. A Designated Airline may use different or identical flight numbers for the sectors of its Change of Aircraft operations.

Article 8

Fair Competition

1. The Contracting Parties acknowledge that it is their joint objective to have a fair and competitive environment and fair and equal opportunity for the Airlines of both Contracting Parties to compete in operating the Agreed Services on the specified routes. Therefore, the Contracting Parties shall take all appropriate measures to ensure the full enforcement of this objective.
2. The Contracting Parties assert that free, fair and undistorted competition is important to promote the objectives of this Agreement and note that the existence of comprehensive competition laws and of an independent competition authority as well as the sound and effective enforcement of their respective competition laws are important for the efficient provision of Air Services. The competition laws of each Contracting Party addressing the issues covered by this Article, as amended from time to time, shall apply to the operation of the Airlines within the jurisdiction of the respective Contracting Parties. The Contracting Parties share the objectives of compatibility and convergence of competition law and of its effective application. They will cooperate as appropriate and where relevant on the effective application of competition law, including by allowing the disclosure, in accordance with their respective rules and jurisprudence, by their respective Airlines or other nationals of information pertinent to a competition law action by the competition authorities of each other.
3. Nothing in this Agreement shall affect, limit or jeopardise in any way the authority and powers of the relevant competition authorities and courts of either Contracting Party (and of the European Commission), and all matters relating to the enforcement of competition law shall continue to fall under the exclusive competence of those authorities and courts. Therefore, any action taken pursuant to this Article by a Contracting Party shall be without prejudice to any possible actions taken by those authorities and courts.
4. Any action taken pursuant to this Article shall fall under the exclusive responsibility of the Contracting Parties and shall be exclusively directed towards the other Contracting Party and/or to Airlines providing Air Services to/from the Contracting Parties. Such action shall not be subject to the dispute settlement procedure foreseen in Article 19 (Settlement of Disputes) of this Agreement.

Unfair competition

5. Each Contracting Party shall eliminate all forms of discrimination or unfair practices which would adversely affect the fair and equal opportunity of the Airline(s) of the other Contracting Party to compete in providing Air Services.

Public subsidies or support

6. Neither Contracting Party shall provide or permit public subsidies or support to their respective Airlines if these subsidies or support would significantly and adversely affect, in an unjustified way, the fair and equal opportunity of the Airlines of the other Contracting Party to compete in providing Air Services. Such public subsidies or support may include, but are not limited to: cross subsidisation; the setting-off of operational losses; the provision of capital; grants; guarantees; loans or insurance on privileged terms; protection from bankruptcy; foregoing the recovery of amounts due; foregoing a normal return on public funds invested; tax relief or tax exemptions; compensation for financial burdens imposed by public authorities; and access on a discriminatory or non-commercial basis to air navigation or airport facilities and services, fuel, ground handling, security, computer reservation systems, slot allocation or other related facilities and services necessary for the operation of Air Services.
7. When a Contracting Party provides public subsidies or support in the sense of paragraph 6 of this Article to an Airline, it shall ensure the transparency of such measure through any appropriate means, which may include requiring that the Airline identifies the subsidy or support clearly and separately in its accounts.
8. Each Contracting Party shall, at the request of the other Contracting Party, provide to the other Contracting Party within a reasonable time financial reports relating to the entities under the jurisdiction of the first-mentioned Contracting Party, and any other such information that may be reasonably requested by the other Contracting Party to ensure that the provisions of this Article are being complied with. This may include detailed information relating to subsidies or support in the sense of paragraph 6 of this Article. The submission of such information may be subject to its confidential treatment by the Contracting Party requesting access to the information.
9. Without prejudice to any action undertaken by the relevant competition authority and/or court for the enforcement of the rules referred to in paragraphs 5 and 6 of this Article,
 - a) if one Contracting Party finds that an Airline is being subject to discrimination or unfair practices in the sense of paragraphs 5 or 6 of this Article and that this can be substantiated, it may submit observations in

writing to the other Contracting Party. After informing the other Contracting Party, a Contracting Party may also approach responsible government entities in the Territory of the other Contracting Party, including entities at the central, regional, provincial or local level to discuss matters relating to this Article. Moreover, a Contracting Party may request consultations on this matter with the other Contracting Party with a view to solving the problem. Such consultations shall start within a period of thirty (30) days of the receipt of the request. In the meantime, the Contracting Parties shall exchange sufficient information to enable a full examination of the concern expressed by one of the Contracting Parties.

- b) if the Contracting Parties fail to reach a resolution of the matter through consultations within thirty (30) days from the start of consultations or consultations do not start within a period of thirty (30) days of the receipt of the request concerning an alleged violation of paragraphs 5 or 6 of this Article, the Contracting Party which requested the consultation shall have the right to suspend the exercise of the rights specified in this Agreement by the Airline(s) of the other Contracting Party by refusing, withholding, revoking or suspending the operating authorization/permit, or to impose such conditions as it may deem necessary on the exercise of such rights, or impose duties or take other actions. Any action taken pursuant to this paragraph shall be appropriate, proportionate and restricted with regard to scope and duration to what is strictly necessary.

Antitrust

10. Each Contracting Party shall effectively apply antitrust laws in accordance with paragraph 2 of this Article, and shall prohibit Airline(s):

- a) in conjunction with any other Airline(s) to enter into agreements, take decisions or engage in concerted practices which may affect Air Services to/from that Contracting Party and which have as their object or effect the prevention, restriction or distortion of competition. This prohibition may be declared inapplicable where such agreements, decisions or practices contribute to improving the production or distribution of services or to promoting technical or economic progress, while allowing consumers a fair share of the resulting benefit, and do not: (a) impose on the Airlines concerned restrictions which are not indispensable to the attainment of these objectives; (b) afford such Airlines the possibility of eliminating competition in respect of a substantial part of the services in question; and
- b) to abuse a dominant position in a way which may affect Air Services to/from that Contracting Party.

11. Each Contracting Party shall entrust the enforcement of the antitrust rules referred to in paragraph 10 of this Article exclusively to its relevant and independent competition authority and/or court.

12. Without prejudice to any action undertaken by the relevant competition authority and/or court for the enforcement of the rules referred to in paragraph 10 of this Article, if one Contracting Party finds that an Airline suffers from an alleged violation of paragraph 10 of this Article and that this can be substantiated, it may submit observations in writing to the other Contracting Party. After informing the other Contracting Party, a Contracting Party may also approach responsible government entities in the Territory of the other Contracting Party, including entities at the central, regional, provincial or local level to discuss matters relating to this Article. Moreover, a Contracting Party may request consultations on this matter with the other Contracting Party with a view to solving the problem. Such consultations shall start within a period of thirty (30) days of the receipt of the request. In the meantime, the Contracting Parties shall exchange sufficient information to enable a full examination of the concern expressed by one of the Contracting Parties.

13. If the Contracting Parties fail to reach a resolution of the matter through consultations within thirty (30) days from the start of consultations or consultations do not start within a period of thirty (30) days of the receipt of the request concerning an alleged violation of paragraph 10 of this Article, and provided the relevant competent competition authority or court has found an antitrust violation, the Contracting Party which requested the consultations shall have the right to suspend the exercise of the rights specified in this Agreement by the Airline(s) of the other Contracting Party by refusing, withholding, revoking or suspending the operating authorization/permit, or to impose such conditions as it may deem necessary on the exercise of such rights, or impose duties or take other actions. Any action taken pursuant to this paragraph shall be appropriate, proportionate and restricted with regard to scope and duration to what is strictly necessary.

CHAPTER IV

FINANCIAL PROVISIONS

Article 9

Taxes, Customs Duties and Charges

1. Aircraft operating on International Air Services by the Designated Airline(s) of either Contracting Party, as well as their regular equipment, spare parts, supplies of fuels and lubricants, Stores as well as advertising and promotional material kept on board such aircraft shall, on the basis of reciprocity, be 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.

2. With regard to regular equipment, spare parts, supplies of fuels and lubricants and Stores introduced into the Territory of one Contracting Party by or on behalf of a Designated Airline of the other Contracting Party or taken on board the aircraft operated by such Designated Airline and intended solely for use on board that aircraft while operating International Air Services, no duties and charges, including customs duties and inspection fees imposed in the Territory of the first-mentioned Contracting Party, shall be applied, even when these supplies are to be used on parts of the journey performed over the Territory of the Contracting Party in which they are taken on board. The items 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 Stores 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 Contracting Party, who may require that these items be placed under their supervision up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

4. Baggage, cargo and mail in transit shall be exempt from customs duties and other similar taxes.

5. The exemptions provided by this Article shall also be available where a Designated Airline of one Contracting Party has 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 paragraphs 1, 2 and 3 of this Article.

Article 10

User Charges

1. User Charges that may be imposed and/or controlled by the competent charging authorities or bodies of each Contracting Party on the Airline(s) of the other Contracting Party shall be just, reasonable, not unjustly discriminatory and equitably apportioned among categories of users. In any event, any such Users Charges shall be assessed on the Airlines of the other Contracting Party on terms not less favorable than the most favorable terms available to any other Airline at the time the charges are assessed.

2. User Charges imposed on the Airline(s) of the other Contracting Party may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport, airport environmental, air navigation and aviation security facilities and services at the airport or within the airport system. Such full cost may include a reasonable return on assets, after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis.

3. Each Contracting Party shall encourage consultations between the competent charging authorities or bodies in its Territory and the Airline(s) using the services and facilities, and shall encourage the competent charging authorities or bodies and the Airline(s) to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs (1) and (2) of this Article. Each Contracting Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for charges to enable users to express their views before changes are made.

4. Neither Contracting Party shall be held to be in breach of a provision of this Article, unless: (i) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Contracting Party within a reasonable period of time; or (ii) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

Article 11

Double Taxation

1. Income and profits from the operation of aircraft in international traffic shall be taxable only in the State in which the Place of Effective Management of the Designated Airline is situated.

2. Gains from the alienation of aircraft operated in international traffic shall be taxable only in the State in which the Place of Effective Management of the Designated Airline is situated.

3. Capital represented by aircraft operated in international traffic and by moveable property pertaining to the operation of such aircraft shall be taxable only in the State in which the Place of Effective Management of the Designated Airline is situated.
4. The provisions of paragraph 1 of this Article shall also apply to income and profits from the participation in a pool, a joint business, a cooperative marketing arrangement or an international operating agency.
5. If an agreement between the Contracting Parties on avoidance of double taxation and the prevention of fiscal evasion on income and on capital in which air transport is addressed envisages procedures different from those referred to in paragraph 1-4 of this Article, the provisions of the agreement on avoidance of double taxation on income and on capital shall be applicable.

Article 12

Transfer of Funds

1. The Designated Airline(s) of each Contracting Party shall be entitled to transfer, from the Territory of sale to their home Territory the excess, in the Territory of sale, of receipts over expenditure. Included in such net transfer shall be revenues from sales, made directly or through agents, of Air Services, and ancillary or supplemental services, and normal commercial interest earned on such revenues while on deposit awaiting transfer. On a basis of reciprocity, the conversion and remittance of such revenues shall be permitted without restriction at the rate of exchange applicable to current transactions which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges except those normally made by banks for carrying out such conversion and remittance.
2. Such transfers will be made under the applicable legislation of the Contracting Party concerned.

CHAPTER V

REGULATORY PROVISIONS

Article 13

Application of laws, regulations and procedures

1. The laws, regulations and procedures of either Contracting Party relating to the entrance into or departure from its Territory of aircraft engaged in International Air Services, or to the operation and navigation of such aircraft, shall be complied with by the Designated Airline(s) of the other Contracting Party upon their entrance into, and until and including their departure from, the said Territory.
2. The laws, regulations and procedures of either Contracting Party relating to immigration, passports or other approved travel documents, entry, clearance, customs and quarantine shall be complied with by crews or passengers and/or on behalf of cargo and mail carried by aircraft of the Designated Airline(s) of the other Contracting Party upon their entrance into, and until and including their departure from the Territory of the said Contracting Party.
3. Passengers, baggage, cargo and mail in transit across the Territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall, except in respect of security measures against violence and air piracy, be subject to no more than a simplified control.
4. Neither of the Contracting Parties shall give preference to any other Airline over the Designated Airline(s) of the other Contracting Party in the application of its customs, immigration, quarantine and similar regulations; or in the use of airports, airways and air traffic services and associated facilities under its control.
5. Each Contracting Party shall, upon request of the other Contracting Party, supply copies of the relevant laws, regulations and procedures referred to in this Agreement.

Article 14

Recognition of certificates and licenses

Certificates of airworthiness, certificates of competency and licenses issued or validated in accordance with the laws and regulations of one Contracting Party, including, in the case of the European part of the Netherlands, European laws and regulations, and unexpired, shall be recognized as valid by the other Contracting Party for the purpose of operating the Agreed Services on the Specified Routes, provided always that such certificates or licenses were issued or validated, are equal to or above the minimum standards, which are, or may be in future, established under the Convention.

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

Article 15

Safety

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.

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards and requirements in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first-mentioned 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 4 (Revocation and Suspension of Authorization) of this Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the Airline or Airlines of one Contracting Party on services to or from the Territory of the other Contracting Party may, while within the Territory of the other Contracting Party, be made the subject of an examination by the authorized 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 conditions of the aircraft and its equipment (ramp inspections), provided this does not lead to unreasonable delay.

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 purpose of Article 33 of the Convention, be free to conclude that the requirements under which the certificates or licenses 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.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the Airline or Airlines of one Contracting Party in accordance with paragraph 3 of this Article 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 4 of this Article arise and to draw the conclusions referred to in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorization of an Airline or Airlines of the other Contracting Party immediately in the event the first-mentioned Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultations or otherwise, that immediate action is essential to the safety of the Airline's operation.

7. Any action by one Contracting Party in accordance with paragraphs 2 or 6 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

8. Each Contracting Party shall see to it that the Designated Airline(s) will be provided with communicative, aviation and meteorological facilities and any other services necessary for the safe operations of the Agreed Services.

Article 16

Aviation security

1. The Contracting Parties reaffirm, consistent with their rights and obligations under international law, that their mutual obligations to protect the safety of civil aviation against acts of unlawful interference form an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall act specifically 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, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, its supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991, and any other convention on aviation security to which the Contracting Parties shall become party.

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

3. The Contracting Parties shall, in their mutual relations, act in conformity with the standards of aviation security and, in so far as they are applied by them, the Recommended Practices established by the International Civil Aviation Organization and designated as Annexes to the Convention. They shall require that operators of aircraft of their registry, operators who have their main 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. In this paragraph, the reference to aviation security standards includes any difference notified by the Contracting Party concerned.

4. Each Contracting Party shall ensure that effective measures are taken within its Territory to protect aircraft, to screen passengers and their carry-on items, and to carry out appropriate checks on crew, cargo (including hold baggage) and aircraft Stores prior to and during boarding or loading, and that those measures are adjusted to meet any increased threat. Each Contracting Party agrees that its Designated Airline(s) shall be required to observe the aviation security provisions referred to in paragraph 3 of this Article, required by the other Contracting Party for entrance into, departure from, or while within the Territory of that other Contracting Party. Each Contracting Party shall also act favorably upon any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall provide mutual assistance by facilitating communications and other appropriate measures intended to terminate as rapidly as possible, commensurate with minimum risk to life, such incident or threat.

6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the first-mentioned Contracting Party may request immediate consultations with the other Contracting Party. Such consultations shall take place within thirty (30) days of that request. These consultations will be aimed at reaching an agreement upon the measures suitable to eliminate the more immediate reasons of concern and at adopting, within the framework of the International Civil Aviation Organization security standards, the actions necessary to establish the appropriate conditions of security.

7. Each Contracting Party shall take such measures, as it may find practicable, to ensure that an aircraft subject to an act of unlawful seizure or other acts of unlawful interference which has landed in its Territory, is retained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.

CHAPTER VI

PROCEDURAL PROVISIONS

Article 17

Timetable

1. Neither Contracting Party shall require the filing of schedules, programs for flights nor operational plans by Designated Airline(s) of the other Contracting Party for approval, except as may be required on a non-discriminatory basis to enforce the uniform conditions foreseen by paragraph 2 of Article 8 (Fair Competition) of this Agreement or as may be specifically authorized in the Annex to this Agreement.

2. If a Contracting Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air transportation intermediaries and on the Designated Airline(s) of the other Contracting Party.

Article 18

Consultations and amendment

1. In a spirit of close cooperation the Aeronautical Authorities of the Contracting Parties may consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement.
2. Either Contracting Party may request consultations with a view to amend this Agreement and/or its Annex. These consultations shall begin within sixty (60) days from the date of the receipt of the request by the other Contracting Party, unless otherwise agreed. Such consultations may be conducted through discussion or by correspondence.
3. Any amendment to this Agreement shall be agreed upon by the Contracting Parties and shall be effected through an exchange of diplomatic notes. Such amendments shall enter into force in accordance with the provisions of Article 25 (Entry into Force) of this Agreement.
4. Notwithstanding the provisions of paragraph 3 of this Article any amendment of the Annex to this Agreement shall be agreed upon by the Aeronautical Authorities of the Contracting Parties, and confirmed 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 3 of this Article shall not apply in case any traffic rights are added to the Annex.

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 their dispute by bilateral negotiations.
2. If the Contracting Parties fail to reach a settlement by negotiations, the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within a further period of sixty (60) days. If either of the Contracting Parties fails to designate its own arbitrator within the period of sixty (60) days or if the third arbitrator is not agreed upon within the period indicated, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators.
3. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.

Article 20

Environment

1. The Contracting Parties support the need to protect the environment by promoting the sustainable development of aviation.
2. The Contracting Parties recognize the need to take appropriate measures to prevent or otherwise address the environmental impact of air transport provided that such measures are fully consistent with their rights and obligations under international law.
3. The Contracting Parties recognize the importance of tackling climate change and therefore of addressing greenhouse gas (GHG) emissions associated with aviation, both at domestic and international levels. They agree to step up cooperation on these matters, including through relevant multilateral arrangements, particularly the use of the Sustainable Development Mechanism established by Article 6 of the Paris Agreement under the United Nations Framework Convention on Climate Change in the development of international global market based measures such as the Carbon Offsetting and Reduction Scheme (CORSIA) for international aviation currently under development by the International Civil Aviation Organization, to address GHG emissions in the aviation sector and any other aspect under the said Article 6 of particular relevance for international aviation emissions.

CHAPTER VII
FINAL PROVISIONS

Article 21

Duration and 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.
2. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case this Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement between the Contracting Parties before the expiry of this period. In the absence of acknowledgement of receipt of the notice of termination by the other Contracting Party, such notice shall be deemed to have been received fourteen (14) working days after the receipt of that notice by the International Civil Aviation Organization.

Article 22

Registration with the International Civil Aviation Organization

This Agreement shall be registered with the International Civil Aviation Organization.

Article 23

Applicability of multilateral agreements and conventions

1. The provisions of the Convention shall be applicable to this Agreement.
2. If a multilateral agreement or convention, accepted by both Contracting Parties, concerning any matter covered by this Agreement, enters into force, the relevant provisions of that multilateral agreement or convention shall supersede the relevant provisions of this Agreement.
3. The Contracting Parties may consult each other to determine the consequences for this Agreement of the supersession, as mentioned under paragraph 2 of this Article and to agree upon required amendments to this Agreement.

Article 24

Applicability of this Agreement

As regards the Kingdom of the Netherlands, this Agreement shall apply only to the Territory of the European part of the Netherlands.

Article 25

Entry into force

1. The Air Transport Agreement between the Republic of Cote d'Ivoire and the Kingdom of the Netherlands, signed at Abidjan on 9 October 1963, shall cease to have effect, in the relations between Cote d'Ivoire and the European part of the Netherlands, on the date of entry into force of this Agreement.
2. This Agreement shall enter into force on the first day of the second month following the date of the later written notification through diplomatic channels by which the Contracting Parties have informed each other that the formalities and constitutional requirements for its entry into force in their respective countries have been complied with.

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

DONE in Abidjan, on 23 May 2024, in duplicate, in the English language.

For the Kingdom of the Netherlands,

E.N.A.J. SCHREINEMACHER

For the Republic of Cote d'Ivoire,

S.E.M. KACOU HOUJA LÉON ADOM

Annex

Route Schedule

Route Schedule

1. For the Designated Airline(s) of the Netherlands:

All Points in the Netherlands – All Intermediate points – All Points in the Republic of Cote d'Ivoire – All points beyond.

2. For the Designated Airline(s) of the Republic of Cote d'Ivoire:

All Points in the Republic of Cote d'Ivoire – All Intermediate points – All Points in the Netherlands – All points beyond.

Note 1:

The Designated Airline(s) of each Contracting Party may on any or all flights and at its option:

- a) operate flights in either or both directions;
- b) terminate any or all of their services in the Territory of the other Contracting Party;
- c) combine different flight numbers within one aircraft operation;
- d) serve intermediate and beyond point and points in the Territories of the Contracting Parties in any combination and in any order;
- e) omit stops at any point or points;
- f) transfer traffic from any of its aircraft to any of its other aircraft at any point;
- g) serve points behind any point in its Territory with or without Change of Aircraft or flight number and hold out and advertise such services to the public as through services;
- h) make stopovers at any point whether within or outside the Territory of either Contracting Party, including the carriage of "own stopover" traffic;
- i) carry transit traffic through the other Contracting Party's Territory; and
- j) combine traffic on the same aircraft regardless of where such traffic originate, without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement, provided that any service either begins or terminates in the Territory of the country designating the Airline(s).

Note 2:

The Designated Airline(s) of each Contracting Party shall be allowed to operate flights on the routes mentioned above, without restrictions as to the frequency of operations.

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, tweede lid, van het Verdrag in werking treden op de eerste dag van de tweede maand na de datum van de laatste schriftelijke kennisgeving

langs diplomatieke weg, waarin de verdragsluitende partijen elkaar ervan in kennis hebben gesteld dat aan de formaliteiten en constitutionele vereisten voor de inwerkingtreding van het Verdrag in hun respectieve landen is voldaan.

Uitgegeven de *vijfentwintigste* juni 2024.

De Minister van Buitenlandse Zaken,

H.G.J. BRUINS SLOT