

No. 2543

**ISRAEL
and
NETHERLANDS**

**Air Transport Agreement (with annex and schedules).
Signed at Jerusalem, on 23 October 1950**

Official texts: Hebrew, Dutch and English.

Registered by Israel on 22 April 1954.

**ISRAËL
et
PAYS-BAS**

**Accord relatif aux transports aériens (avec annexe et tableaux).
Signé à Jérusalem, le 23 octobre 1950**

Textes officiels hébreu, néerlandais et anglais.

Enregistré par Israël le 22 avril 1954.

No. 2543. AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF ISRAEL AND THE GOVERNMENT OF THE NETHERLANDS. SIGNED AT JERUSALEM, ON 23 OCTOBER 1950

The Government of Israel and the Government of the Netherlands, desiring to stimulate civil air transportation between Israel and the Netherlands, and, having in mind the resolution² signed under date of December 7th, 1944, at the International Civil Aviation Conference in Chicago, Illinois, United States of America, for the adoption of a standard form of agreement for provisional air routes and services,

Hereby conclude the following Agreement, covering the scheduled airline services between their respective territories, which shall be governed by the following provisions.

Article I

Each contracting party grants to the other contracting party rights to the extent described in the Annex to this Agreement for the purpose of the establishment of the air services described therein (hereinafter referred to as "the agreed services").

Article II

(1) The agreed services may be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted but not before

- (a) the contracting party to whom the rights have been granted has designated an air carrier for the specified route or routes, and
- (b) the contracting party granting the rights has given the appropriate operating permission to the air carrier concerned (which, subject to the provisions of paragraph (2) of this Article and of Article VI, it shall do without undue delay).

(2) The designated air carrier may be required to satisfy the aeronautical authorities of the contracting party granting the rights that it is qualified to

¹ Came into force on 23 October 1950, as from the date of signature, in accordance with article XII.

² International Civil Aviation Conference, Chicago, Illinois, 1 November to 7 December 1944. *Final Act and Related Documents*, United States of America, Department of State publication 2282, Conference Series 64.

fulfil the conditions prescribed by or under the laws and regulations normally applied by these authorities to the operation of commercial air carriers.

(3) In areas of military occupation, or in areas affected thereby, the inauguration and operation of such services will be subject, where necessary, to the approval and/or direction of the competent military authorities.

Article III

In order to prevent discriminatory practices and to assure equality of treatment it is agreed that :

- (a) Each of the contracting parties may impose or permit to be imposed just and reasonable charges for the use of airports, and other facilities. Each of the contracting parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

- (b) Fuel, lubricating oils and spare parts introduced into or taken on board aircraft in the territory of a contracting party by the other contracting party or its nationals, and intended solely for use by aircraft of such other contracting party shall be accorded with respect to customs duties, inspection fees or other national duties or charges imposed by the other contracting party, treatment not less favourable than that granted to national or other foreign airlines engaged in international air transport.

- (c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of the contracting parties authorised to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other contracting party, be exempt from customs duties, inspection fees or similar duties and charges, even though such supply be used or consumed by such aircraft on flights in that territory.

- (d) Goods so exempted may only be unloaded with the approval of the customs authorities of the other contracting party. These goods which are to be re-exported shall be kept until re-exportation under customs supervision.

Article IV

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one contracting party shall be recognised as valid by the other contracting party for the purpose of operating the routes and services described in the Annex. Each contracting party reserves the right, however, to refuse the right to recognize for the purpose of flight above its own territory, certificates of competency and licences granted to its own nationals by another State.

Article V

(1) The laws and regulations of one contracting party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft used by the designated airline of the other contracting party without distinction as to nationality and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

(2) The laws and regulations of one contracting party as to the admission to or departure from its territory of passengers, crew or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs and quarantine shall be complied with by or on behalf of the passengers, crew and cargo of aircraft used by the designated airline of the other contracting party upon entrance into or departure from, or while within, the territory of the former party.

Article VI

Each contracting party reserves the right to withhold or revoke the exercise of the rights specified in the Annex to this Agreement by an airline designated by the other contracting party in any case where it is not satisfied that substantial ownership and effective control are vested in nationals of the other contracting party, or in case of failure of the airline designated by the other contracting party to comply with the laws and regulations of the contracting party over which it operates, as described in Article V hereof, or to perform its obligations under this Agreement and its Annex.

Article VII

This Agreement and all contracts connected therewith shall be registered with the International Civil Aviation Organization.

Article VIII

If either of the contracting parties considers it desirable to modify any provision or provisions of the Annex to this Agreement, such modification may be made by direct agreement between the competent aeronautical authorities of the contracting parties.

Article IX

(1) If any dispute arises between the contracting parties relating to the interpretation or application of the present Agreement, the contracting parties shall in the first place endeavour to settle it by negotiation between themselves.

(2) If the contracting parties fail to reach a settlement by negotiation, the dispute shall 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 two months of the date of delivery by either party of a diplomatic note requesting arbitration of the dispute, and the third arbitrator shall be agreed upon within one month after such period of two months. If either contracting party fails to designate its arbitrator or if the third arbitrator is not agreed, the vacancies thereby created shall be filled by the persons designated by the President of the Council of I.C.A.O. on application by either contracting party.

(3) The contracting parties undertake to comply with any decision given under paragraph (2) of this Article.

(4) If and so long as either contracting party or designated airline of either contracting party fails to comply with a decision given under paragraph (2) of this Article, the other contracting party may limit, withhold or revoke any rights or privileges which it has granted by virtue of the present Agreement to the contracting party or to the designated airline in default.

Article X

If either of the contracting parties considers it desirable to modify the terms of the present Agreement, it may request consultation between the aeronautical authorities of the two contracting parties. Such consultation shall begin within a period of sixty days from the date of the request. When the aeronautical authorities agree to modification of the Agreement, such modifications shall come into effect when they have been confirmed by an Exchange of Notes through the diplomatic channels.

Article XI

Either contracting party may at any time give notice to the other if it desires to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, this Agreement shall terminate twelve months after the date of receipt of the notice by the other contracting party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other contracting party notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

Article XII

This Agreement including the provisions of the Annex thereto will come into force on the day of signature.

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

DONE in Jerusalem, this 23rd day of October, 1950, in the Hebrew, Netherlands and English languages, all the texts being of equal validity. In the case of disagreement the wording of the English text shall be decisive.

(Signed) D. BEN-GURION

For the Government of Israel

(Signed) NEDERBRAGT

For the Government of the Netherlands

ANNEX

1. The Government of the Netherlands grants to the Government of Israel the right to conduct air transport services by an air carrier of Israel nationality designated by the latter country on the routes specified in Schedule I.

2. The Government of Israel grants to the Government of the Netherlands the right to conduct air transport services by an air carrier of Netherlands nationality designated by the latter country on the routes specified in Schedule II.

3. The air carrier designated by each of the contracting parties under the conditions provided in this Agreement will, in accordance with the provisions of this Agreement and Annex, enjoy in the territory of the other contracting party rights of transit, of stops for non-traffic purposes and of commercial entry and departure for international traffic in passengers, cargo and mail on each of the routes specified in the Schedules attached.

4. In the operation by the air carrier of either contracting party of trunk services described in the present Annex, the interests of the air carriers of the other contracting party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same route.

5. The air transport services offered by the carriers of both countries shall bear a close relationship to the requirements of the public for such services.

6. The services provided by a designated air carrier under this Agreement and its Annex shall retain as their primary objective the provision, at a reasonable load factor, of capacity adequate to the traffic demands between the territory of the country of which such air carrier is a national and the country of ultimate destination of the traffic, and the right of the air carrier of either country to embark and to disembark at points in the territory of the other country international traffic destined for or coming from third countries at a point or points specified in the Schedules attached, shall be applied in accordance with the general principles of orderly development to which both Governments subscribe and shall be subject to the general principle that capacity shall be related :

- (a) to traffic requirements between the country of which the air carrier is a national and the countries of destination of the traffic ;
- (b) to the requirements of through airline operations ; and
- (c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

7. (1) The tariffs on any agreed services shall be established at reasonable levels due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service (such as standards of speed and accommodation) and the tariffs of other airlines for any part of the specified route.

(2) These tariffs, together with the rates of any agency commission used in conjunction with them shall, if possible, be agreed between the designated airlines concerned, in consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of both contracting parties.

(3) If the designated airlines cannot agree, or if for some other reason a tariff cannot be agreed in accordance with the provisions of paragraph (2), the aeronautical authorities of the contracting parties shall try to determine the tariffs by agreement between themselves.

(4) If the aeronautical authorities cannot agree the dispute shall be settled in accordance with the provisions of Article 9.

(5) No tariff shall come into effect if the aeronautical authorities of either contracting party are dissatisfied with it except under the terms of paragraph (3) of Article 9.

8. The aeronautical authorities of either contracting party shall supply to the aeronautical authorities of the other contracting party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of keeping under review the implementation of the Agreement and in particular the capacity provided on the agreed services by the designated airlines of the first contracting party. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

SCHEDULE I

Routes to be operated by the designated air carrier of Israel :

(1) Lydda–Rome–Zurich–Amsterdam—to points beyond.

The designated air carrier may on any or all flights omit calling at any intermediate points.

SCHEDULE II

Routes to be operated by the designated air carrier of the Netherlands :

(1) Amsterdam–Lydda ;

(2) Amsterdam–Munich–Rome–Lydda ;

(3) Amsterdam–Lydda–through intermediate points–to Djakarta and points beyond.

The designated air carrier may on any or all flights omit calling at any intermediate points.