

No. 527

**BELGIUM
and
PORTUGAL**

**Agreement on air transport (with annexes). Signed at
Lisbon, on 22 October 1946**

French and Portuguese official texts communicated by the Permanent Representative of Belgium to the United Nations. The registration took place on 25 August 1949.

**BELGIQUE
et
PORTUGAL**

**Accord sur les transports aériens (avec annexes). Signé à
Lisbonne, le 22 octobre 1946**

Textes officiels français et portugais communiqués par le représentant permanent de la Belgique auprès de l'Organisation des Nations Unies. L'enregistrement a eu lieu le 25 août 1949.

TRANSLATION—TRADUCTION

No. 527. AGREEMENT¹ BETWEEN PORTUGAL AND BELGIUM ON AIR TRANSPORT. SIGNED AT LISBON, ON 22 OCTOBER 1946

The Portuguese Government and the Belgian Government, considering:

that the possibilities of commercial aviation as a means of transport have greatly increased,

that it is desirable to organize the international air services in a safe and orderly manner and to further as much as possible the development of international co-operation in this field, and

that it is necessary to conclude an agreement designed to establish regular air communications between and across Portuguese and Belgian territories,

have appointed their representatives who, duly authorized, have agreed upon the following:

Article I

The Contracting Parties grant to each other the rights specified in the annex hereto for the establishment of the international services set forth in that annex. These services may be inaugurated immediately or at a later date at the option of the Contracting Parties to whom the rights are granted.

Article II

(a) The operation of any of the air services referred to in the annex may be inaugurated as soon as the Contracting Party to whom the rights specified in the said annex have been granted has designated the airline or airlines to which the respective routes have been allotted.

(b) Before being authorized to inaugurate the services provided for in this agreement, the airline or airlines so designated by either of the Contracting Parties may be required to supply the competent aeronautical authorities of the other Contracting Party in conformity with the laws and regulations in force in the territory of the latter, with evidence of their qualifications and of their commercial operations.

¹ Came into force as from the date of signature, on 22 October 1946, in accordance with the provisions of article XI (a).

Article III

(a) Each of the Contracting Parties agrees that the charges for the use of airports and other facilities levied on the airline or airlines of the other Contracting Party shall not be higher than the charges paid for the use of the same airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts brought in an aircraft into the territory of one Contracting Party by, or on behalf of, any designated airline of the other Contracting Party and intended solely for use by the aircraft of such airline, shall be accorded national treatment or most-favoured-nation treatment as regards customs duties, inspection fees and other national duties or charges.

(c) Aircraft operated by the airline or airlines designated by one Contracting Party in respect of the air routes which form the subject of the present agreement, and fuel, lubricating oils, spare parts, regular equipment and aircraft stores taken on board the said aircraft shall, on arriving in and until leaving the territory of the other Contracting Party, be exempt from customs duties, inspection fees and similar duties or charges, even though the said supplies be used or transported by such aircraft on flights over that territory.

Article IV

Certificates of airworthiness, diplomas or certificates of competency and licences issued or rendered valid by one Contracting Party shall be recognized by the other Contracting Party for the purpose of operating the routes and services specified in the annex. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight over its own territory, diplomas and certificates of competency or licences issued to its own nationals by another State.

Article V

(a) The laws and regulations of either Contracting Party concerning the admission to or departure from its territory of aircraft engaged in international air navigation, or the operation and navigation of such aircraft while inside its territory, shall apply to the aircraft of the airline or airlines of the other Contracting Party.

(b) Passengers, crews and consignors of goods shall be bound, either in person or through their agents, to comply with the laws and regulations in force in the territory of each Contracting Party concerning the admission to, stay in or departure from its territory of passengers, crew or cargo, and with the laws and regulations relating to entrance, exit, immigration, passports, customs and quarantine formalities.

Article VI

Each Contracting Party reserves the right to withhold an operating permit from an airline designated by the other Contracting Party, or to revoke such permit, if issued, whenever it has no proof that a substantial share in the ownership and the effective control of such airline are vested in nationals of either Contracting Party, or whenever such airline fails to comply with the laws and regulations referred to in the preceding article, or to perform its obligations under this agreement.

Article VII

For the purpose of the present agreement and its annex, the term "territory" shall be deemed to be the land and territorial waters adjacent thereto under the sovereignty, suzerainty, protection, mandate or trusteeship of either of the Contracting Parties.

Article VIII

(a) The Contracting Parties agree to refer to arbitration any dispute relating to the interpretation or application of this agreement and its annex which cannot be settled by direct negotiation.

(b) Such disputes shall be referred to the Council of the International Civil Aviation Organization set up by the International Convention on Civil Aviation signed at Chicago on 7 December 1944¹ or, if the said convention has not yet come into force in respect of either of the Contracting Parties, to the Interim Council set up by the Interim Agreement on International Civil Aviation signed at Chicago on the same date.

(c) Nevertheless, the Contracting Parties may by common agreement settle the dispute by referring it either to an arbitral tribunal or to some other authority or body appointed by them.

(d) The Contracting Parties undertake to comply with the decision given.

Article IX

This agreement shall take the place of all other previous agreements between Portugal and Belgium concerning air transport.

Article X

This agreement and all contracts connected therewith shall be registered with the Provisional International Civil Aviation Organization set up by the

¹ United Nations, *Treaty Series*, Volume 15, page 295; Volume 26, page 420; Volume 32, page 402, and Volume 33, page 352.

Interim Agreement on International Civil Aviation signed at Chicago on 7 December 1944.

Article XI

(a) This agreement shall come into force on the date of its signature.

(b) The competent aeronautical authorities of the two Contracting Parties shall, in a spirit of close collaboration, consult from time to time with a view to ensuring that the principles defined in the agreement and its annex are being observed and properly implemented.

(c) Should the two Contracting Parties ratify or adhere to a multilateral air convention, the present agreement or its annex shall be amended so as to conform to the provisions of the said convention as soon as it comes into force as between the two Contracting Parties.

(d) Should either of the Contracting Parties consider it desirable to modify the terms of the annex to this agreement, it shall give notice to the other Party and the aeronautical authorities of the two Parties shall begin negotiations within sixty days from the date proposed. Any modification in the annex agreed to by the said authorities shall come into effect when it has been confirmed by an exchange of diplomatic notes.

(e) Either Contracting Party may at any time give notice to the other of its desire to terminate this agreement. Such notice shall be simultaneously communicated to the Provisional International Civil Aviation Organization, or its successor. If such notice is given, this agreement shall terminate twelve months after its receipt by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgment of receipt of the notice by the Contracting Party to which it is addressed, notice shall be deemed to have been received fourteen days after its receipt by the Provisional International Civil Aviation Organization or its successor.

DONE at Lisbon, in duplicate, in the French and Portuguese languages, each of which shall be equally authentic, this 22nd day of October 1946.

For the Portuguese Government:

Dr. Antonio DE OLIVEIRA SALAZAR

For the Belgian Government:

Baron Joseph VAN DER ELST