AIR SERVICES

AGREEMENT BETWEEN JAPAN AND THE

KINGDOM OF THE NETHERLANDS

For the purpose of the present Agreement, the party

Article 1

Have accordingly appointed their respective representatives.

The Government of Japan and the Government of the

Kingdom of the Netherlands,

Promulgated July 24, 1953.

Entered into force July 24, 1953.

1953.

Notification of approval exchanged at Tokyo, July 24,

Approved by the cabinet, July 10, 1953.

Signed at the Hague, February 17, 1953.
<table>
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<th>定義</th>
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<td>(1) この協定の適用上、この協定に別段の定がある場合を除く外、(a) 「航空当局」とは、日本国においては運輸省及びオランダ国王国においては民間航空局長及び民間航空局長が現在遂行している規定又はこれに類似する任務を遂行する権限を有する有人又は機関をいう。</td>
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<tr>
<td>Article 2</td>
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<tr>
<td>(1) For the purpose of the present Agreement, unless the text otherwise provides:</td>
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<td>(a) the term &quot;aeronauteal authorities&quot; means the Ministry of Transport and Civil Aviation of the Netherlands or the Director-General of Civil Aviation and any person or body authorised to perform any functions presently exercised by the said Director-General or similar functions;</td>
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<tr>
<td>(b) the term &quot;designated airline&quot; means an airline designated by written notification to the other Contracting Party for the operation of air services on the routes specified in such terms or as amended in respect of both Contracting Parties by the said Ministry or similar authorities in accordance with the present Agreement.</td>
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Signed at Chicago on December 7, 1944 (hereinafter called "Convention").
notification, and which has the appropriate operating
permission from that other Contracting Party, in accordance
with the provisions of Article 4 of the present Agree-
ment;

c) the term “air service” means any scheduled air
service performed by aircraft for the public transport of
passengers, cargo or mail;

d) the term “international air service” means an air
service which passes through the air space over the
territory of more than one State;

e) the term “airline” means any air transport enter-
prise offering or operating an international air service;

f) the term “stop for non-traffic purposes” means a
landing for any purpose other than taking on or putting
down passengers, cargo or mail;

g) the term “Schedule” means the Schedule to the
present Agreement or as amended in accordance with the
provisions of Article 15 of the present Agreement.

(2) The Schedule forms an integral part of the present
Agreement, and all reference to the “Agreement” shall in-
clude reference to the Schedule except where otherwise
provided.

Article 3
Party that it is qualified to fulfill the conditions precedent
satisfying the aeronautical authorities of the other Contracting
Article 7, be bound to grant without delay.
paragraph of Article 2 of this Article and of paragraph (1) of
airline concerned, which shall be subject to the provisions
q) the Contracting Party granting the rights has been
route, and
granted has designated an airline or airlines for that
a) the Contracting Party to which the rights have been
Article 3 of the present agreement, but not before
the Contracting Party to which the rights are granted under
inherited immediately or at a later date at the option of
(1) The agreed services on any specified route may be
Article 4.
"specified routes" and "specified routes" respectively.
price section of the schedule (hereinafter called "agreed
national air services on the routes specified in the appro-
enable its designated airlines to establish and operate inter-
Each Contracting Party grants to the other Contracting
Article 5

Par. (a) To fly without landing across the territory of the Contracting Party.

(b) To make stops in the said territory for non-navigating purposes:

(i) Subject to the provisions of the present Agreement.

(ii) By the laws and regulations normally applicable to air services.

Nothing in paragraph (1) of this Article shall be deemed to confer on the air services of one Contracting Party the privilege of taking up in the territory of the other Contracting Party, passengers, cargo, and mail, of putting down, or taking on international traffic in or out of the territory of the Contracting Party, in accordance with the schedule for that route in the said territory at the points specified for that purpose or for the purposes of the said stops in the said territory.
Article 6

The first Contracting Party to the air service of the most favorable treatment not less favorable than that granted by the other Contracting Party shall, subject to the compliance of the second Contracting Party with the provisions of the designated airports of the air service, the designated airports of the air service of the Contracting Party, and the further conditions introduced into the territories of the Contracting Parties or the designated airports of the air service of the Contracting Party, and the further conditions introduced into the territories of the Contracting Parties or the designated airports of the air service of the Contracting Party, may impose or permit to be imposed, on the designated air services of the Contracting Parties, the charges which either of the Contracting Parties is entitled to impose upon the air service of the Contracting Parties.
(1) Each Contracting Party reserves the right to suspend the exercise by a designated airline of the other Contracting Party of the privileges referred to in paragraph (1) if the aforesaid airline is not satisfied that substantial ownership and control of such airline are vested in the Contracting Party or is not satisfied that such conditions as may be deemed necessary on the exercise of the privileges as specified in paragraphs (1) or (2) of the present Agreement in respect of an airline of such Contracting Party are satisfied in each case where it is designated by the other Contracting Party.

Article 7

(1) Each airline of the first Contracting Party, upon receipt of written notice by the other Contracting Party that it is of the opinion that any of the provisions of the Agreement, or of the regulations governing the carriage of goods by air, have been contravened by any airline of such Contracting Party, or for any other reason, may suspend the operations of such airline for a period not exceeding sixty days, unless such airline promptly and satisfactorily satisfies to the satisfaction of the Contracting Party that it will comply with the provisions of the Agreement or of the regulations governing the carriage of goods by air, or in accordance with the terms of any provisional arrangements notified to such airline by the Contracting Party.

(2) If within the sixty-day period referred to in paragraph (1) the airline fails to comply with the provisions of the Agreement or of the regulations governing the carriage of goods by air, or in accordance with the terms of any provisional arrangements notified to it, the Contracting Party may, by notice in writing to the airline, forthwith suspend its operations for a period not exceeding sixty days, unless the airline promptly and satisfactorily satisfies to the satisfaction of the Contracting Party that it will comply with the provisions of the Agreement or of the regulations governing the carriage of goods by air, or in accordance with the terms of any provisional arrangements notified to it.
be taken into consideration so as not to affect unduly the
designated airlines of the other Contracting Party shall
In the operation of the designated airlines of either
Article 9

torturers.
the agreed services between and beyond their respective
lines of both Contracting Parties to establish and operate
There shall be fair and equal opportunity for the air-
Article 8

consultation with the other Contracting Party.
and regulations, this right shall be exercised only after
is essential to prevent further infringements of such laws
that, unless immediate suspension or imposition of conditions
provided conditions prescribed in the present Agreement; provided
condition of otherwise fails to operate in accordance with the
privilages as referred to in Articles 11 and 12 of the Con-
and regulations of the Contracting Party; granting those
any case where such airline fails to comply with such laws
and early on the exercise by the airline of those privileges in
above, or to impose such conditions as it may deem neces-

10

11
輸送力

第十二条

（1）締約国の指定航空企業が提供する航空業務に、当該指定

航空企業を指定した締約国の領域からの旅客、貨物及び郵便物の運送に対する

当該時期における要求及び合理的に予測される要求

に適合した運送を合理的に利用率において供給す

ることを第一次の目的とした運送が必要である。当該

指定航空企業の地点で積み込み、及び卸す旅客、貨物

及び郵便物の運送は、輸送力が次のものに関連す

べきであるという一般原則に従って行われなければならない。

（2）当該指定航空企業の路線が通過する地域の地方

オランダ

航空業務に関する協定
Article II

The tariffs on any agreed service shall be established in accordance with the following provisions of this Act:

1. The tariffs on the service of the agreed tariff shall be established in accordance with the provisions of the Act, and the tariffs of other services shall be established in accordance with the provisions of this Act.

2. The tariffs established by the agreed tariff shall be applied to all services provided by the airline.

3. The tariffs established by the agreed tariff shall not be subject to the approval of the aeronautical authorities or other Contracting Parties.

4. If the designated airlines concerned cannot agree on the tariffs, the tariffs shall be decided by the parties concerned.

5. If the designated airlines concerned cannot agree on the tariffs, the tariffs shall be subject to the approval of the aeronautical authorities or other Contracting Parties. In any case, the parties shall agree on the tariff rates.
Article 12

The Parties shall endeavour to reach agreement on the above Article, the Parties already in force shall prevail.

The provisions of this Article 12 shall apply to the Contracting Parties only.

The Contracting Parties shall not be liable for any losses or damages suffered by either Party due to the provisions of this Article 12.

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Article 14

In fulfillment of the present Agreement, to ensure close collaboration in all matters affecting the Contracting Parties, the Contracting Parties shall in the first place resort to the interpretation or application of the present Agreement to settle disputes arising between the Contracting Parties. Such shall be regular and frequent consultation between the Contracting Parties.
Armed by an exchange of diplomatic notes, the matter will come into effect after they have been confirmed in accordance with the revised schedule. The recommendations of both Contracting Parties, whose authorities agree, shall be communicated to the Secretary-General of the Permanent Court of Arbitration. If the amendment relates only to the Schedule, the contract shall be amended within a period of sixty days from the date of receipt of the amendment. If the amendment relates to the present Agreement, such consultation shall be held within the time required by the parties.
Article 18

National civil aviation organization of this copy.
been received fourteen days after receipt by the other party. If the notice shall be deemed to have
exceeded the period of that period. If the other contracting party
terminate, unless by agreement between the contracting
notifies the other contracting party of the notice to
receive notice of the other contracting party. A copy of the notice shall be sent simultaneously
Article 17

Agreement with the provisions of such convention. Therefore, the present agreement shall be amended so as to
transport come into force in respect of both contracting

Article 16