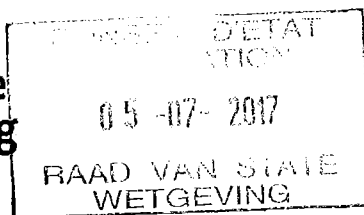




**Vlaamse
Regering**



61806/3.

**Voorontwerp van decreet houdende instemming met de
overeenkomst tussen de Regering van het Koninkrijk België
en de Regering van de Republiek Colombia betreffende het
luchtvervoer, ondertekend te _____ op _____.**

DE VLAAMSE REGERING,

Op voorstel van de Vlaamse minister van Buitenlands Beleid en Onroerend Erfgoed
en de Vlaamse minister van Mobiliteit, Openbare Werken, Vlaamse Rand, Toerisme
en Dierenwelzijn;

Na beraadslaging,

BESLUIT:

De Vlaamse minister van Vlaamse minister van Mobiliteit, Openbare Werken,
Vlaamse Rand, Toerisme en Dierenwelzijn is ermee belast, in naam van de Vlaamse
Regering, bij het Vlaams Parlement het ontwerp van decreet in te dienen, waarvan
de tekst volgt:

Artikel 1. Dit decreet regelt een gewestaangelegenheid.

**ONTWERP VAN
MEMORIE VAN TOELICHTING**

I. ALGEMENE TOELICHTING

1. Samenvatting

Bilaterale luchtvaartakkoorden omvatten de beginselen van de opsomming van de uitgewisselde vrijheden, de aanwijzing van de luchtvervoerders, de capaciteit van de ingezette vervoersmiddelen, de reizen en landingspunten, de tarievenregeling en de beveiliging van de vluchten.

Dit ontwerp van instemmingsdecreet kadert in de strategische doelstelling "Vlaanderen onderhoudt goede relaties met buitenlandse overheden" uit de beleidsnota Buitenlands Beleid, Internationaal Ondernemen en Ontwikkelingssamenwerking.

2. Situering

Algemeen

Ondanks zijn symboolwaarde van ongebondenheid is het luchtruim staatkundig slechts in dezelfde mate vrij als de zee. In de territoriale nabijheid en boven het grondgebied van een Staat geldt diens recht van soevereiniteit, waarbij er slechts vrije toegang is voor de luchtvaartuigen van de eigen nationaliteit.

Op deze algemene en principiële onvrijheid kunnen uitzonderingen gemaakt worden door expliciete afwijkingen die naar hun voorwerp als de vijf vrijheden van de lucht werden onderscheiden. Deze vrijheden behelzen het recht van overvliegen, het recht van niet-commerciële landing en de rechten van respectievelijk aan en van boord brengen en doorvoeren van commerciële lading nl. passagiers en hun bagage, vracht en post.

De conventie van Chicago van 7 december 1944 kwam tegemoet aan de behoefte aan internationale standaarden en afspraken voor een veilige en ordelijke ontwikkeling van het luchtverkeer. Deze conventie bepaalde onder meer dat er geen geregelde internationale luchtdiensten mogen worden geëxploiteerd over of tot in het grondgebied van één van de verdragsluitende Staten, tenzij met de bijzondere toestemming of vergunning van die Staat. Sindsdien werden er bilaterale luchtvaartakkoorden gesloten om die toestemming te regelen. Het luchtvaartakkoord tussen het Verenigd Koninkrijk en de Verenigde Staten geldt als basismodel. België heeft een 100-tal dergelijke luchtvaartakkoorden afgesloten.

Intussen werden er bevoegdheden op vlak van luchtvaart overgeheveld naar het Europese niveau. De zogenaamde 'open skies' arresten van 2002 van het Hof van Justitie van de Europese Unie veroordeelden onder meer België omdat haar bilaterale luchtvaartakkoorden vier bepalingen bevatten die niet conform het EU-recht waren. De bestaande bilaterale akkoorden dienden dus opnieuw onderhandeld te worden.

Vlaamse bevoegdheden

Deze bilaterale luchtvaartakkoorden bevatten enerzijds bepalingen die betrekking hebben op materies waarvoor de gewesten adviesbevoegdheid hebben: verkeersrechten (art. 6, §3, 6° BWHI) en beveiliging van de luchtvaart (art. 6, §4, 4° BWHI).

Anderzijds zijn er bepalingen die betrekking hebben op gewestelijke bevoegdheden.

Artikel 9 'gebruikersvergoedingen' stelt dat luchthavenvergoedingen niet hoger mogen zijn dan deze voor nationale transportmaatschappijen. Deze materie wordt binnen het Vlaams Gewest door de ministeriële besluiten van respectievelijk 17 december 2003 en 13 maart 2009 geregeld.

Artikel 10 'grondaafhandeling' bevat een verbod op discriminatie. In het Vlaamse Gewest wordt de bevoegdheid tot grondaafhandeling geregeld door het Besluit van de Vlaamse Regering van 17 december 1999 betreffende de toegang tot de grondaafhandelingsmarkt op de Vlaamse regionale luchthavens. Dit besluit is een omzetting van de Europese richtlijn 96/67/EG.

Bovenstaande bepalingen hebben direct of indirect betrekking op de bevoegdheden van de gewesten, in het bijzonder deze vermeld in art. 6, §1, X, 7° BWHI (*'de uitrusting en uitbating van de luchthavens en openbare vliegvelden, met uitzondering van de luchthaven Brussel-Nationaal'*).

3. Inhoud

Het luchtvaartakkoord bestaat uit de tekst van het akkoord zelf – het juridische kader – en een memorandum van overeenstemming (operationeel). Deze akkoorden bestaan grotendeels uit standaardbepalingen van de conventie van Chicago en van de EU.

Het akkoord en zijn uitvoeringsbepalingen voorzien in alle exploitatiemogelijkheden die de luchtvaartmaatschappijen van beide landen wensen, zowel op het gebied van het aantal vluchten per week als op het gebied van de uitgewisselde rechten.

4. Procedureverloop

4.1. Gemengd karakter en ondertekening

Sinds eind 2007 worden de bilaterale luchtvaartakkoorden die onderhandeld worden door ons land aan het eind van de onderhandelingen wel nog geparafeerd op administratief niveau, maar niet langer ondertekend. Het uitblijven daarvan, was het gevolg van uiteenlopende zienswijzen over het karakter van de bilaterale luchtvaartakkoorden (al dan niet gemengd) en de te volgen procedure met het oog op ondertekening.

Tijdens zijn vergadering van 15 februari 2017 stemde de Interministeriële Conferentie Buitenlands Beleid (ICBB) ermee in dat een aantal geparafeerde bilaterale luchtvaartakkoorden namens het Koninkrijk België getekend worden met enkele ondertekening door de federale overheid, met dien verstande dat deze akkoorden, na ondertekening zullen beschouwd worden als gemengde verdragen.

De Werkgroep gemengde verdragen (WGV), adviesorgaan van ICBB, nam op 16 februari 2017 akte van de beslissing van de ICBB om de voorliggende akkoorden als gemengd te beschouwen. Zowel de federale overheid als de gewesten worden respectievelijk bevoegd geacht. De werkgroep besliste dat de ondertekening zal gebeuren volgens formule 5. Dat wil zeggen één ondertekening, door een federale, gewest- of gemeenschapsminister, of een andere gemachtigde, met volmachten van alle betrokken overheden, enkel in naam van het Koninkrijk België en zonder verklaring bij de ondertekening.

4.2. Advies van de Mobiliteitsraad van Vlaanderen

(p.m.)

4.3. Advies van de Raad van State, afdeling Wetgeving

(p.m.)

II. TOELICHTING BIJ DE ARTIKELN

In artikel 1 worden enkele definities weergegeven.

Overeenkomstig artikel 2 verlenen de partijen elkaar de volgende rechten voor het uitvoeren van internationale luchtdiensten door de respectieve aangewezen luchtvaartmaatschappijen:

- om zonder te landen over haar grondgebied te vliegen;
- om op haar grondgebied te landen voor andere dan verkeersdoeleinden;
- om op haar grondgebied te landen bij de exploitatie van de routes omschreven in de Bijlage, voor het opnemen en afzetten van passagiers, vracht en post in internationaal vervoer, afzonderlijk of gecombineerd.

Artikel 3 betreft de aanwijzing voor het exploiteren van diensten. Elke luchtvaartmaatschappij moet beantwoorden aan de voorwaarden vastgelegd in de wetten en regels die normaal toegepast worden door de bevoegde overheid (artikel 4). In bepaalde gevallen kunnen de bevoegde overheden een exploitatievergunning weigeren, intrekken, opschorten of beperken (artikel 5).

Luchtvaartmaatschappijen moeten de toepasselijke wetten en regels inzake het binnenkomen of verlaten van het grondgebied of inzake de exploitatie en navigatie van luchtvaartuigen naleven (artikel 6).

Artikel 7 behandelt de bewijzen, vergunningen en veiligheidsnormen. Artikel 8 betreft de beveiliging van de luchtvaart. De partijen beschermen de beveiliging van de burgerluchtvaart tegen wederrechtelijke gedragingen. Deze verplichting maakt integraal deel uit van de overeenkomst.

Gebruikersheffingen op luchthavens, luchthavenvoorzieningen en -diensten moeten kostengerelateerd en niet discriminerend zijn (artikel 9). De luchtvaartmaatschappijen hebben het recht hun grondaafhandeling te regelen en, samen te werken met andere transportdiensten (artikel 10).

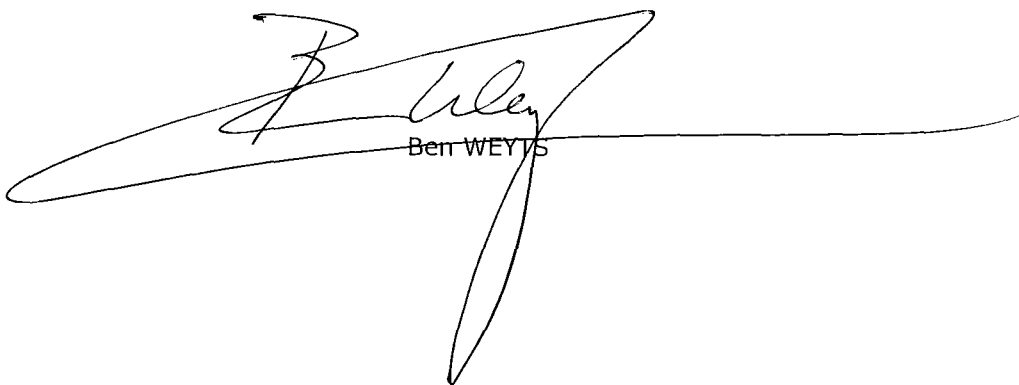
De overige artikelen betreffen de douane en accijnzen (artikel 11), capaciteit (artikel 12), de verandering van vliegtuigtype en gedeelde vluchtcodes (artikel 13), het leasen (artikel 14), tarieven (artikel 15), non-discriminatie (artikel 16), het milieu (artikel 16), het personeel (artikel 18) en de commerciële activiteiten (artikel 19).

Tot slot bevat de overeenkomst een aantal algemene slotbepalingen inzake de uitwisseling van informatie (artikel 20) onderling overleg (artikel 21), regeling van geschillen (artikel 22), wijzigingen (artikel 23), beëindiging (artikel 24), registratie van de overeenkomst (artikel 25) en de inwerkingtreding (artikel 26).

De minister-president van de Vlaamse Regering,
Vlaams minister van Buitenlands Beleid en Onroerend Erfgoed,

Geert BOURGEOIS

De Vlaamse minister van Mobiliteit, Openbare Werken, Vlaamse Rand,
Toerisme en Dierenwelzijn,



Ben WEYTS

AGREEMENT
BETWEEN
THE GOVERNMENT OF
THE KINGDOM OF BELGIUM
AND
THE GOVERNMENT OF
THE REPUBLIC OF COLOMBIA
ON AIR TRANSPORT

A

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THE GOVERNMENT OF THE KINGDOM OF BELGIUM

AND

THE GOVERNMENT OF
THE REPUBLIC OF COLOMBIA

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

Desiring to conclude an agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories;

Desiring to ensure the highest degree of safety and security in international air transport;

Have agreed as follows:

 _____



ARTICLE 1

Definitions

For the purpose of this Agreement, unless the context otherwise requires:

- a) the term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the annexes or of the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted or ratified by both Contracting Parties;
- b) the term "Agreement" means this Agreement, the Annex attached thereto, and any modifications to the Agreement or to the Annex;
- c) the term "aeronautical authorities" means: in the case of Belgium, The Federal Public Service Mobility and Transport, and in the case of Colombia, the Unidad Administrativa Especial de Aeronáutica Civil or, in both cases, any other authority or person empowered to perform the functions now exercised by the said authorities;
- d) the terms "Territory", "Air Service", "International Air Service", "Airline" and "Stop for non-traffic purposes" have the meaning respectively assigned to them in Articles 2 and 96 of the Convention;
- e) the term "Designated airline" means an airline which has been designated and authorised in accordance with Articles 3 and 4 of this Agreement;
- f) the term "Agreed services" means scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers, cargo and mail, separately or in combination;
- g) the term "Tariffs" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other ancillary services, but excluding remuneration and conditions for the carriage of mail;
- h) the term "Change of gauge" means the operation of one of the agreed services by a designated airline in such a way that one section of the route is flown by aircraft different in capacity from those used on another section;



- i) the terms "aircraft equipment", "ground equipment", "aircraft stores", "spare parts" have the meanings respectively assigned to them in Annex 9 of the Convention;
- j) the term "nationals of the Kingdom of Belgium" shall be understood as referring to nationals of European Union Member States;
- k) the term "airlines of the Kingdom of Belgium" shall be understood as referring to airlines designated by the Kingdom of Belgium.
- l) the term "EU treaties" shall be understood as referring to the Treaty on European Union and the Treaty on the Functioning of the European Union.



ARTICLE 2

Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the following rights for the conduct of international air services by the respective designated airlines:
 - a) to fly without landing across its territory;
 - b) to make stops in its territory for non-traffic purposes;
 - c) to make stops in its territory for the purpose of taking up and discharging, while operating the routes specified in the Annex, international traffic in passengers, cargo and mail separately or in combination.
2. Nothing in paragraph 1 of this article shall be deemed to confer on a designated airline of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

ARTICLE 3

Designation to operate services

1. Each Contracting Party shall have the right to designate, by diplomatic note, to the other Contracting Party, one or more airlines to operate the agreed services on the routes specified in the Annex for such a Contracting Party.
2. Each Contracting Party shall have the right to withdraw, by diplomatic note to the other Contracting Party, the designation of any airline and to designate another one.

ARTICLE 4

Authorisation to operate services

1. Following receipt of a notice of designation by one Contracting Party, the aeronautical authorities of the other Contracting Party shall, consistent with its laws and regulations, grant the designated airlines the appropriate authorisations to operate the agreed services for which those airlines have been designated, provided that :
 - a) in the case of an airline designated by Belgium:
 - i. it is established in the territory of Belgium under the EU Treaties and has a valid Operating Licence in accordance with European Union law; and
 - ii. effective regulatory control of the airline is exercised and maintained by the European Union Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation.
 - b) in the case of an airline designated by the Republic of Colombia :
 - i. it is established in the territory of the Republic of Colombia and has a valid Operating Licence in accordance with the law applicable in the Republic of Colombia; and
 - ii. The Republic of Colombia is exercising and maintaining effective regulatory control of the airline.
2. Upon receipt of such authorisations the airlines may begin at any time to operate the agreed services, in whole or in part, provided that the airlines comply with the applicable provisions of this Agreement, that tariffs are established in accordance with the provisions of Article 14 of this Agreement, and that these services are performed with aircraft satisfying the requirement of at least Annex 16 Volume 1, part 2, Chapter III (third edition – July 1993) of the Convention.

ARTICLE 5

Revocation or suspension of operating authorisation

1. The aeronautical authorities of each Contracting Party shall have the right to withhold the authorisations referred to in Article 4 of this Agreement with respect to the airlines designated by the other Contracting Party, to revoke or suspend such authorisation or impose conditions, temporarily or permanently;
 - a) in the event of failure by such airlines to satisfy them that they are qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by these authorities in conformity with the Convention;
 - b) in the event of failure by such airlines to operate in accordance with the conditions prescribed under this Agreement;
 - c) in the event of failure by such airlines to comply with the laws and regulations of that Contracting Party;
 - d) in the case of an airline designated by Belgium:
 - i. if it is not established in the territory of Belgium under the EU Treaties or does not have a valid Operating Licence in accordance with European Union law; or
 - ii. effective regulatory control of the airline is not exercised or not maintained by the European Union Member State responsible for issuing its Air Operator's Certificate or the relevant aeronautical authority is not clearly identified in the designation; or
 - e) in the case of an airline designated by the Republic of Colombia:
 - i. if it is not established in the territory of the Republic of Colombia or does not have a valid Operating Licence in accordance with the law applicable in the Republic of Colombia; or
 - ii. The Republic of Colombia is not exercising or not maintaining effective regulatory control of the airline.
2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above, the rights enumerated in paragraph 1 of this article shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party in conformity with Article 18 of this Agreement.

ARTICLE 6

Application of laws and regulations

1. The laws and regulations of one Contracting Party relating to the admission to, remaining in, or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft shall be complied with by the designated airlines of the other Contracting Party upon entry into, departure from and while within the said territory.
2. The laws and regulations of one Contracting Party respecting entry, clearance, transit, immigration, passports, customs, currency, sanitary requirements and quarantine shall be complied with by the designated airlines of the other Contracting Party and by or on behalf of their crews, passengers, cargo and mail upon transit in, admission to, departure from and while within the territory of such Contracting Party;

Passengers in transit across the territory of either Contracting Party shall be subject to no more than a simplified control.

This provision shall not apply if the passenger is in transit to a destination situated in a State, Contracting Party to the Convention in pursuance of the Schengen Agreement of 14 June 1985.

3. Neither of the Contracting Parties shall give preference to its own or any other airline over an airline engaged in similar international air services of the other Contracting Party in the application of its regulations specified in paragraphs 1 and 2 of this article or in the use of airports, airways, air traffic services and associated facilities under its control.



ARTICLE 7

Certificates, licences and safety

1. Certificates of airworthiness, certificates of competency and licences issued or validated in accordance with the laws and regulations of one Contracting Party including in the case of Belgium, European Union laws and regulations, and unexpired shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services on the routes specified in the Annex, provided always that such certificates or licences were issued or validated equal or above the minimum standards established under the Convention.

Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

2. If the certificates or licences referred to in paragraph 1 of this article were issued or rendered valid according to requirements different from the standards established under the Convention, and if such difference has been filed with the International Civil Aviation Organisation, the aeronautical authorities of the other Contracting Party may request consultations in accordance with Article 21 of this Agreement with a view to satisfying themselves that the requirements in question are acceptable to them.

Failure to reach a satisfactory agreement in matters regarding flight safety will constitute grounds for the application of Article 5 of this Agreement.

3. 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 30 days of that request.
4. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Chicago Convention, the first 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 15 days or such longer period as may be agreed, shall be grounds for the application of Article 5 of this Agreement (revocation, suspension and variation of operating authorisations).
5. Notwithstanding the obligation mentioned in Article 33 of the Chicago

Convention it is agreed that any aircraft operated or, under a lease arrangement, on behalf of the airline of one Contracting Party on services to or from the territory of another Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised 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 condition of the aircraft and its equipment (in this Article called «ramp inspection»), provided this does not lead to unreasonable delay.

6. 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 Chicago 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 Chicago Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Chicago Convention, be free to conclude that the requirements under which the certificate or licences 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 Chicago Convention.

- 7. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by or on behalf of the airline or airlines of one Contracting Party in accordance with paragraph 5 above 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 6 above arise and draw the conclusions referred in that paragraph.
- 8. Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
- 9. Any action by one Contracting Party in accordance with paragraphs 4 or 8 above shall be discontinued once the basis for the taking of that action ceases to exist.

10. Where Belgium has designated an air carrier whose regulatory control is exercised and maintained by another EU Member State, the rights of the other Contracting Party under this article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other EU Member State and in respect of the operating authorisation of that air carrier.



ARTICLE 8

Aviation Security

1. The Contracting Parties reaffirm that their obligation to protect, in their mutual relationship, the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.
2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of aircraft and other unlawful acts against the safety of passengers, crew, aircraft, airports and air navigation facilities and any other threat to aviation security.
3. The Contracting Parties shall act 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 and the Convention for the Suppression of Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts Against the Safety of International Airports and any other multilateral agreement governing civil aviation security binding upon the Contracting Parties.
4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organisation and designated as annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Parties; they shall require that operators of aircraft of their registry or operators who have their principal place of business or permanent residence in the territory of the Contracting Parties or, in the case of the Kingdom of Belgium, operators of aircraft which are established in its territory under the EU Treaties and have valid Operating Licences in accordance with European Union Law, and the operators of airports in their territory act in conformity with such aviation security provisions.
5. Each Contracting Party agrees that its operators of aircraft shall be required to observe, for departure from or while within the territory of the other Contracting Party, aviation security provisions in conformity with the law in force in that country, including, in the case of Belgium, European Union law. Each Contracting Party agrees to take adequate measures to inspect passengers, crew, their carry-on items as well as cargo prior to boarding or loading. Each Contracting Party shall also give positive consideration to any request from the other Contracting Party for special security measures for its aircraft or passengers to meet a particular threat.

6. When an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of passengers, crew, aircraft, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
7. Should a Contracting Party depart from the aviation security provisions of this article, the aeronautical authorities of the other Contracting Party may request immediate consultations with the aeronautical authorities of that Contracting Party. Failure to reach a satisfactory agreement within thirty (30) days will constitute grounds for application of Article 5 of this Agreement.

ARTICLE 9

User charges

1. The charges imposed in the territory of one Contracting Party on the designated airlines of the other Contracting Party for the use of airports and other aviation facilities by the aircraft of the designated airlines of the other Contracting Party shall not be higher than those imposed on a national airline of the first Contracting Party engaged in similar international services.
2. Each Contracting Party shall encourage consultations between its competent charging authorities and the designated airlines using the facilities and services, where practicable, through the airlines' representative organisations. Reasonable notice should be given of any proposal for changes in user charges to enable them to express their views before changes are made.

ARTICLE 10

Ground handling provisions

Subject to the laws and regulations of each Contracting Party including, in the case of the Kingdom of Belgium, European Union law, each designated airline shall have in the territory of the other Contracting Party the right to perform its own ground handling ("self-handling") or, at its option, the right to select among competing suppliers that provide for ground handling services in whole or in part.

Where such laws and regulations limit or preclude self-handling and where there is no effective competition between suppliers that provide ground handling services, 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.

ARTICLE 11

Customs and Excise

1. Each Contracting Party shall exempt the designated airlines of the other Contracting Party from import restrictions, customs duties, excise taxes, inspection fees and other national, regional or local duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, ground equipment, aircraft stores and other items intended for use or used solely in connection with the operation or servicing of aircraft of the designated airlines of such other Contracting Party operating the agreed services, as well as printed ticket stock, airway bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed without charge by those designated airlines.
2. The exemptions granted by this article shall apply to the items referred to in paragraph 1 of this article, whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption, provided such items are:
 - a) introduced into the territory of one Contracting Party by or on behalf of the designated airlines of the other Contracting Party, but not alienated in the territory of the said Contracting Party;
 - b) retained on board aircraft of the designated airlines of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party;
 - c) taken on board aircraft of the designated airlines of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services.
3. The regular airborne equipment, the ground equipment, as well as the materials and supplies normally 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 territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs legislation or regulations.
4. Baggage and cargo in direct transit shall be exempt from customs duties and other taxes.

5. The exemptions provided for by this article shall also be available where the designated airlines of one Contracting Party have 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 paragraph 1 of this article.

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ARTICLE 12

Capacity

1. There shall be fair and equal opportunity for the designated airlines of each Contracting Party to operate the agreed services between and beyond their respective territories on the routes specified in the Annex to this Agreement.
2. In operating the agreed services, the designated airlines of each Contracting Party shall take into account the interest of the designated airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same route.
3. The agreed services provided by the designated airlines of the Contracting Parties shall bear reasonable relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to meet the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territory of the Contracting Party which has designated the airline and the countries of ultimate destination of the traffic.
4. Provision for the carriage of passengers, cargo and mail both taken up and discharged at points on the specified routes in the territories of States other than that designating an airline shall be made in accordance with the general principle that capacity shall be related to:
 - a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;
 - b) traffic requirements of the area through which the airline passes after taking account of other transport services established by airlines of the States comprising the area;
 - c) the requirements of long-haul airline operation.
5. The designated airlines shall, not later than 30 days prior to the date of operation of any agreed service, submit for approval their proposed flight programs to the aeronautical authorities of both Contracting Parties. Said flight programs shall include i.a. the type of service, the aircraft to be used, the frequencies and the flight schedules.
This shall likewise apply to later changes.
In special cases this time limit may be reduced, subject to the consent of the said authorities.

ARTICLE 13

Cooperative arrangements and change of gauge

1. For any segment, or segments of the respective routes a designated airline may during any one continuous flight, change type of aircraft at any point of the route.
2. In operating or holding out services under the Agreement, a designated airline of a Contracting Party may enter into cooperative marketing arrangements, such as blocked-space or code-sharing arrangements, with:
 - (a) any airline or airlines of the Contracting Parties;
 - (b) any airline or airlines of a third country; and
 - (c) a surface transportation provider of any country;

provided that (i) all participants in such arrangements hold the appropriate authority and (ii) the arrangements meet the conditions prescribed under the laws and regulations normally applied by the Parties to the operation or holding out in international air transportation. In respect of passenger transport sold involving cooperative marketing arrangements, the purchaser shall be informed at the point of sale, or in any case before boarding, which transportation providers will operate each sector of the service.

3. In operating the agreed air services on the routes specified in the Annex, each designated airline may enter into code-share arrangements with an airline of any nationality provided the latter airline holds the appropriate route and traffic rights.

Code-shared services will be counted against the capacity entitlement of the side designating the operating airline and not counted against the capacity entitlement of the marketing carrier.

ARTICLE 14

Leasing

The designated airlines of each Contracting Party may, in accordance with the laws and regulations of the Parties involved, enter into arrangements for the provision of aircraft with or without crew for international air transportation with:

- (a) any airlines or airlines of the Parties; and
- (b) any airlines or airlines of a third country;

provided that all participants in such arrangements hold the appropriate authorization and meet the conditions prescribed under the laws and regulations normally applied by the Parties to such arrangements. Neither Contracting Party shall require an airline of either Contracting Party providing the aircraft to hold traffic rights under this Agreement for the routes on which the aircraft will be operated. The Parties may require these arrangements to be approved by their competent authorities. When a Contracting Party requires such approval, it shall minimize the administrative burdens for air carriers of the approval procedures.

Either Contracting Party may prevent the use of leased aircraft for services under the present Agreement which do not comply with Article 7 (Aviation Safety) and Article 8 (Aviation Security).

ARTICLE 15

Tariffs

1. Each Contracting Party shall allow tariff for air transportation to be established by each designated airline based upon commercial considerations in the market place. Intervention by the 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.

Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a price proposed.

If either Contracting Party believes that any such price is 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 30 days after receipt of the request, and the Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the 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 tariff shall go into effect or continue in effect.

2. Either Contracting Party may require notification with its aeronautical authorities of tariff to be charged to or from its territory by designated airlines of the other Contracting Party. Such notification by the designated airlines may be required to be made no earlier than the initial offering of a tariff. In case a notification is required, approval is not required.

ARTICLE 16

Non-Discrimination

The Contracting Parties agree that the provisions of this Agreement are conceived on a mutual non-discriminatory basis, in terms that each Contracting Party will give to the other and to its designated airlines, an equivalent treatment with respect to the rights and obligations established herein, including but not limited to taxes, prices, safety, security or the exercise of the traffic rights set forth in this Agreement.

ARTICLE 17

Environment

The Contracting Parties support the need to protect the environment by promoting the sustainable development of aviation. The Contracting Parties intend to work together to identify issues related to the impacts of international aviation on the environment.

The Contracting Parties recognize the importance of working together, to consider and minimize the effects of aviation on the environment, and to ensure that any measure is fully consistent with the objectives of this Agreement.

The Contracting Parties endorse and should encourage the exchange of information and regular dialogue among experts to enhance cooperation on addressing international aviation environmental impacts related to:

- (a) on research and development of environmentally-friendly aviation technology;
- (b) in air traffic management innovation with a view to reducing the environmental impacts of aviation;
- (c) on research and development of renewable fuels for aviation;
- (d) exchange of views on issues dealing with the environmental effects of international aviation.

Nothing in this Agreement shall be construed to limit the authority of the competent authorities of a Contracting Party to take appropriate measures to prevent or otherwise address the environmental impacts of air transport, provided that such measures are fully consistent with their rights and obligations under international law.

ARTICLE 18

Staff requirements

1. The designated airlines of one Contracting Party shall be allowed on the basis of reciprocity, to maintain in the territory of the other Contracting Party their representatives and commercial, operational and technical staff as required in connection with the operation of the agreed services.
2. These staff requirements may, at the option of the designated airlines, be satisfied by their own personnel of any nationality or by using the services of any other organisation, company or airline operating in the territory of the other Contracting Party and authorised to perform such services in the territory of that Contracting Party.
3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party. Consistent with such law and regulations, each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary work permits, employment visas or other similar documents to the representatives and staff referred to in paragraph 1 of this article.
4. To the extent permitted under national law, both Contracting Parties shall dispense with the requirement of work permits or employment visas or other similar documents for personnel performing certain temporary services and duties.

ARTICLE 19

Commercial activities and transfer of funds

1. Each designated airline shall be granted the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, at its discretion, through its agents.

Each designated airline shall have the right to sell transportation in the currency of that territory or, at its discretion, in freely convertible currencies of other countries.

Any person shall be free to purchase such transportation in currencies accepted for sale by that airline.

2. Each Contracting Party grants to the designated airlines of the other Contracting Party the right of free transfer of the excess of receipts over expenditures earned by the designated airline in its territory. Such transfers shall be effected on the basis of the official exchange rates for current payments, or where there are no official exchange rates, at the prevailing foreign exchange market rates for current payments, applicable on the day of the introduction of the request for transfer by the airlines designated by the other Contracting Party and shall not be subject to any charges except normal service charges collected by banks for such transactions.
3. [Each Contracting Party shall, on the basis of reciprocity, exempt the designated airlines of the other Contracting Party from any form of taxation on income or profits derived by those airlines in the territory of the first Contracting Party from the operation of international air services, as well as from any tax on turnover or capital.

This provision shall not apply if a Convention for the avoidance of double taxation providing for a similar exemption is in force between the Contracting Parties.]

ARTICLE 20

Exchange of information

1. The aeronautical authorities of both Contracting Parties shall exchange information, as promptly as possible, concerning the current authorisations extended to their respective designated airlines to render service to, through, and from the territory of the other Contracting Party. This will include copies of current certificates and authorisations for services on specified routes, together with amendments, exemption orders and authorised service patterns.
2. Each Contracting Party shall cause its designated airlines to provide to the aeronautical authorities of the other Contracting Party, at its request, information about the capacity provided on each of the specified routes and any further information as may be required to satisfy the aeronautical authorities of the other Contracting Party that the requirements of this Agreement are being duly observed.

ARTICLE 21

Consultations

1. The aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring close co-operation in all matters affecting the implementation of, and satisfactory compliance with, the provisions of this Agreement and of its Annex.
2. Such consultations shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise agreed by the Contracting Parties.

ARTICLE 22

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 in good faith to settle it by negotiation. Such negotiations shall take place within a period of six months from the date of receipt of the request by the other Contracting Party.
2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body, or either Contracting Party may submit the dispute for decision to a Tribunal of three arbitrators.
3. The arbitral tribunal shall be constituted as follows:
Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt, by one Contracting Party, through diplomatic channels, of a request for arbitration from the other Contracting Party. These two arbitrators shall by agreement appoint a third arbitrator within a further period of sixty (60) days.
The third arbitrator shall be a national of a third State, shall act as President of the Tribunal and shall determine the place where arbitration will be held.

If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organisation may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires.
4. The Contracting Parties undertake to comply with any decision or award given under paragraphs 2 and 3 of this article.

If either Contracting Party fails to comply with such decision, the other Contracting Party shall have grounds for the application of article 5 of this Agreement.
5. The expenses of the arbitral tribunal shall be shared equally between the Contracting Parties.

ARTICLE 23

Modifications

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may request consultations with the other Contracting Party. Such consultations, which may be between aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days from the date of the request.
2. If a general multilateral air convention comes into force in respect of both Contracting Parties, the provisions of such convention shall prevail. Consultations in accordance with paragraph 1 of this article may be held with a view to determining the extent to which this Agreement is affected by the provisions of the multilateral convention.
3. Any modification agreed pursuant to such consultations shall come into force when it has been confirmed by an exchange of diplomatic notes.
4. The Contracting Parties agree that the Route Schedule in the Annex can be modified after agreement between the Aeronautical Authorities through an administrative arrangement.

ARTICLE 24

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.

Such notice shall be communicated simultaneously to the International Civil Aviation Organisation.

2. The Agreement shall terminate one (1) year after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual consent before the expiry of this period.

In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organisation.

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ARTICLE 25

Registration

This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

ARTICLE 26

Entry into force

Each of the Contracting Parties shall notify the other Contracting Party through the diplomatic channel of the completion of its constitutional formalities required to bring this Agreement into effect.

The Agreement shall come into force on the first day of the month following the date of the last notification.

In witness whereof the undersigned, being duly authorised thereto by their respective Governments, have signed the present Agreement.

DONE in duplicate at
and Spanish languages.

on this

day of

in the English

FOR THE GOVERNMENT OF THE
KINGDOM OF BELGIUM:

FOR THE GOVERNMENT OF THE
REPUBLIC OF COLOMBIA:



ANNEX

SCHEDULE OF ROUTES

1. Routes of the Republic of Colombia

Points of departure	Intermediate points	Points in Belgium	Points beyond
Points in Colombia	Any points	Points in Belgium	Any points

2. Routes of the Kingdom of Belgium

Points of departure	Intermediate points	Points in Colombia	Points beyond
Points in Belgium	Any points	Points in Colombia	Any points

Any point or points on the agreed routes may be omitted by the designated airlines of both Parties or may be operated in a different order on any or all flights, provided that the agreed services on the routes begin at a point in the territory of the Contracting Contracting Party designating the airline.