



**Vlaamse
Regering**

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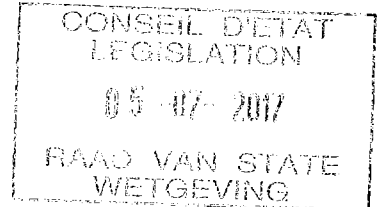
**Voorontwerp van decreet houdende instemming met de
overeenkomst tussen de Regering van het Koninkrijk België
en de Regering van de Republiek der Maldiven betreffende het
luchtvervoer, ondertekend te _____ op _____.**

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.

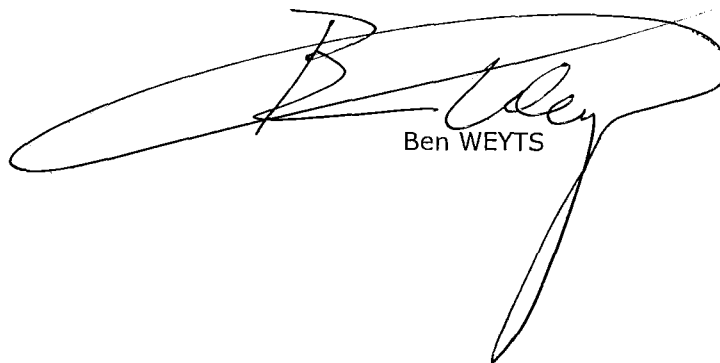
Art. 2. De overeenkomst tussen de Regering van het Koninkrijk België en de Regering van de Republiek der Maldiven betreffende het luchtvervoer, ondertekend te _____ op _____, zal volkomen gevolg hebben.

Brussel,

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

**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 reismogelijkheden 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 16 '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 17 'grondafhandeling' bevat een verbod op discriminatie. In het Vlaamse Gewest wordt de bevoegdheid tot grondafhandeling geregeld door het Besluit van de Vlaamse Regering van 17 december 1999 betreffende de toegang tot de grondafhandelingsmarkt 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 ARTIKELEN

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 en machtiging 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. In bepaalde gevallen kunnen de bevoegde overheden een exploitatievergunning weigeren, intrekken, opschorten of beperken (artikel 4).

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 5).

Artikel 8 behandelt de bewijzen, vergunningen en veiligheidsnormen. Artikelen 10 en 11 betreffen de veiligheid en 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 16). De luchtvaartmaatschappijen hebben het recht hun grondafhandeling te regelen en, samen te werken met andere transportdiensten (artikel 17).

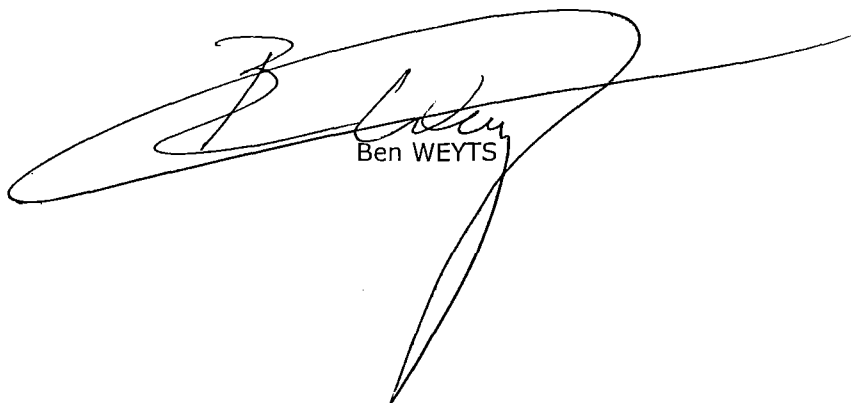
De overige artikelen betreffen de beginselen inzake de exploitatie van overeengekomen diensten (artikel 6), tarieven (artikel 7), douane (artikel 9), uurrooster (artikel 12), statistieken (artikel 13), de inkomsten en overdracht van winst (artikel 14), vertegenwoordiging van luchtmaatschappijen en verkoop (artikel 15) en de verandering van vliegtuigtype en gedeelde codes (artikel 18).

Tot slot bevat de overeenkomst een aantal algemene slotbepalingen inzake onderling overleg (artikel 19), regeling van geschillen (artikel 20), amendementen (artikel 21), registratie van de overeenkomst (artikel 22), beëindiging (artikel 23) en de inwerkingtreding (artikel 24).

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 REPUBLIC OF MALDIVES
AND THE GOVERNMENT OF THE KINGDOM OF BELGIUM
CONCERNING AIR SERVICES**

The Government of the Republic of Maldives and the Government of the Kingdom of Belgium;

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 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 "Chicago Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944 and includes: (i) any amendment thereto which has entered into force under Article 94(a) thereof and has been ratified by both Contracting Parties; and (ii) any Annex or any amendment thereto adopted under Article 90 of that Convention, insofar as such amendment or annex is at any given time effective for both Contracting Parties;

(b) the term "aeronautical authorities" means in the case of the Republic of

Maldives, the Ministry of Transport and Communication, and in the case of the Government of Kingdom of Belgium, the Federal Public Service Mobility and Transport, Civil Aviation Administration, or in both cases, any person or body who may be authorized to perform any functions at present exercised by the above-mentioned authorities or similar functions;

(c) the term “designated airline” means an airline which has been designated and authorized in accordance with Article 3 of this Agreement;

(d) the term “territory” in relation to a State has the meaning assigned to it in Article 2 of the Chicago Convention;

(e) the terms “air service”, “international air service”, “airline” and “stop for non-traffic purposes” have the meanings respectively assigned to them in Article 96 of the Chicago Convention;

(f) the term “tariff” 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 auxiliary service, but excluding remuneration and conditions for the carriage of mail;

(g) the term “this Agreement” includes the Annex hereto and any amendments to it or to this Agreement;

(h) the term “user charges” means a charge made to airlines by the competent authorities or permitted by them to be made for the provision of airport property or facilities or of air navigation facilities, including related services and facilities for aircraft, their crews, passengers and cargo.

(i) 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;

(j) the terms “aircraft equipment”, “ground equipment”, “aircraft stores”, “spare parts” have the meanings respectively assigned to them in Annex 9 of the Convention;

(k) 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.

(l) the term “nationals of the Kingdom of Belgium” shall be understood as referring to nationals of European Union Member States;

(m) the term “airlines of the Kingdom of Belgium” shall be understood as referring to airlines designated by the Kingdom of Belgium.

ARTICLE 2

Grant of Rights

(1) Each Contracting Party grants to the other Contracting Party the following rights in respect of its international air services:

(a) the right to fly across its territory without landing;

(b) the right to make stops in its territory for non-traffic purposes.

(2) Each Contracting Party grants to the other Contracting Party the rights hereinafter specified in this Agreement for the purpose of operating international air services on the routes specified in the appropriate Section of the Schedule annexed to this Agreement. Such services and routes are hereinafter called “the agreed services” and “the specified routes” respectively. While operating an agreed service on a specified route the airlines designated by each Contracting Party shall enjoy in addition to the rights specified in paragraph (1) of this Article the right to make stops in the territory of the other Contracting Party at the points specified for that route in the Schedule to this Agreement for the purpose of taking on board and discharging passengers, cargo, and mail, separately or in combination.

(3) Nothing in paragraph (2) of this Article shall be deemed to confer on the designated airlines of one Contracting Party the right to take on board, in the territory of the other Contracting Party, passengers and cargo, including mail, carried for hire or reward and destined for another point in the territory of the other Contracting Party.

(4) If because of armed conflict, political disturbances or developments, or special and unusual circumstances, a designated airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of routes.

ARTICLE 3

Designation of and Authorization of Airlines

(1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes and to withdraw or alter such designations.

(2) On receipt of such a designation the other Contracting Party shall, without delay, grant to the airline or airlines designated the appropriate operating authorizations subject to the provisions of paragraph (3) of this Article and provided that:

- a) in the case of an airline designated by the Kingdom of 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 Maldives :
 - i. it is established in the territory of the Maldives and has a valid Air Operator's Certificate in accordance with the law applicable in the Maldives; and
 - ii. the Maldives is exercising and maintaining effective regulatory control of the airline.

(3) The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Chicago Convention.

(4) When an airline has been so designated and authorized it may begin to

operate the agreed services, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 4

Revocation or Suspension of Operating Authorizations

(1) Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2(2) of this Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of those rights;

- 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 case of failure by that airline to comply with the laws or regulations normally and reasonably applied by the Contracting Party granting these rights;
- c) if the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement
- d) in the case of an airline designated by the Kingdom of 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.
- e) in the case of an airline designated by the Republic of Maldives:
 - i. if it is not established in the territory of the Maldives or does not have a valid Air Operator's Certificate in accordance with the law applicable in the Maldives; or

- ii. the Maldives is not exercising or not maintaining effective regulatory control of the airline.
- (2) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the aeronautical authorities of the other Contracting Party.

ARTICLE 5

Application of Laws and Regulations

(1) The laws, regulations and administrative requirements and procedures of one Contracting Party relating to the admission to, the stay in or departure from its territory of aircraft engaged in international air services or to the operation and navigation of such aircraft while within its territory, shall be complied with by such aircraft upon entrance into and departure from and while within the territory of the first Contracting Party.

(2) The laws, regulations and administrative requirements and procedures of one Contracting Party relating to the admission to, the stay in or the departure from its territory of passengers, crew, cargo and mail, including regulations relating to entry, clearance, immigration, passport, customs and quarantine, shall be applied to such passengers, crew, cargo and mail of the airlines of the other Contracting Party upon entrance into or departure from and while within the territory of the first Contracting Party.

(3) Passengers, baggage, cargo and mail in direct transit across the territory of either Contracting Party and not leaving the territory of the airport reserved for such purpose shall, except in respect to security measures and for special circumstances, 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, Party to the Convention in pursuance of the Schengen Agreement of 14 June 1985.

(4) Neither Contracting Party shall give preference to its own or any other airline over the designated airline of the other Contracting Party in the application of laws,

regulations and administrative requirements and procedures referred to in this Article or in the use of airports, airways, air traffic services and associated facilities under its control.

ARTICLE 6

Principles Governing Operation of Agreed Services

- (1) There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services between and beyond their respective territories on the specified routes in the Annex of this Agreement
- (2) In operating the agreed services the designated airlines of each Contracting Party shall take into account the interests 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 routes.
- (3) The agreed services provided by the designated airlines of the Contracting Parties shall bear a close 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 carry the current and reasonably anticipated requirements for the carriage of passengers and/or cargo, including mail, between the territory of the Contracting Party which has designated the airline and the countries of ultimate destination of the traffic. Provision for the carriage of passengers and cargo, including mail, both taken on board and discharged at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles 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 agreed service passes, after taking account of other transport services established by airlines of the States comprising the area; and
 - (c) the requirements of through airline operation.

ARTICLE 7

Tariffs

(1) The Contracting Parties shall allow that a tariff on one of the routes as specified in the annex shall be established by each of the designated airlines.

The tariffs to be charged by the designated airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit, the characteristics of each service, the interests of the consumers and tariffs of other airlines.

(2) Without prejudice to the application of the provisions of the preceding paragraphs of this article, the designated airlines shall be allowed to match, on sectors of the agreed services on which they exercise fifth freedom traffic rights, tariffs applied by the third and fourth freedom airlines on the same sectors.

The prices applied by the fifth freedom airlines shall not be lower and the tariff conditions shall not be less restrictive than those of the said third and fourth freedom airlines.

ARTICLE 8

Recognition of Certificates and Licences

(1) Certificates of Airworthiness, certificates of competency and licences issued or rendered valid by either Contracting Party including in the case of Belgium, European Union laws and regulations shall, during the period of their validity, be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the routes specified in the Annex, provided that such certificates or licences were issued or rendered valid pursuant to, and in conformity with, the standards established under the Convention.

(2) Each Contracting Party reserves the right, however, not to recognize as valid, for the purpose of flights over its own territory, certificates of competency and licences granted to its nationals or rendered valid for them by the other Contracting Party or by any other state.

(3) If the certificates or licences referred to in paragraph 1 and 2 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 19 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 4 of this Agreement.

ARTICLE 9

Customs Duties

(1) Aircraft operated in international air services by the designated airline or airlines of either Contracting Party shall be relieved from all customs duties, national excise taxes and similar national fees, as shall:

- (a) the following items introduced by a designated airline of one Contracting Party into the territory of the other Contracting Party:
 - (i) repair, maintenance and servicing equipment and component parts;
 - (ii) security equipment including component parts for incorporation into security equipment;
 - (iii) instructional material and training aids;
 - (iv) computer equipment and component parts;
 - (v) airline and operators' documents; and
- (b) the following items introduced by a designated airline of one Contracting Party into the territory of the other Contracting Party or supplied to a designated airline of one Contracting Party in the territory of the other Contracting Party:
 - (i) aircraft stores (including but not limited to such items as food, beverages and tobacco) whether introduced into or taken on board in the territory of the other Contracting Party;

- (ii) fuel, lubricants and consumable technical supplies;
- (iii) spare parts including engines;

provided in each case that they are for use on board an aircraft or within the limits of an international airport in connection with the establishment or maintenance of an international air service by the designated airline concerned.

- (2) The relief from customs duties, national excise taxes and similar national fees shall not extend to charges based on the cost of services provided to the designated airline(s) of a Contracting Party in the territory of the other Contracting Party.
- (3) Equipment and supplies referred to in paragraph (1) of this Article may be required to be kept under the supervision or control of the appropriate authorities.
- (4) The reliefs provided for by this Article shall also be available in situations where the designated airline or airlines of one Contracting Party have entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph (1) of this Article, provided such other airline or airlines similarly enjoy such reliefs from such other Contracting Party.
- (5) Baggage and cargo in direct transit shall be exempt from customs duties and other taxes.

ARTICLE 10

Aviation Security

- (1) The assurance of safety for civil aircraft, their passengers and crew being a fundamental pre-condition for the operation of international air services, the Contracting Parties reaffirm that their obligations to each other to provide for the security of civil aviation against acts of unlawful interference (and in particular their obligations under the Chicago Convention, 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, the

Protocol for the Suppression of Unlawful Acts Against the Safety of International Airports and any other multilateral agreement governing civil aviation security binding up the Contracting Parties) form 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 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 aviation security Standards and, so far as they are applied by them, the Recommended Practices established by the International Civil Aviation Organisation and designated as Annexes to the Chicago Convention; and shall require that operators of aircraft of their registry, operators who have their principal place of business or permanent residence in their territory, 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 the European Union Law 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 increases in the threat. Each Contracting Party agrees that its airlines may be required to observe the aviation security provisions referred to in paragraph (3) 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 favourably 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 assist each other 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) 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 Party. Failure to reach a satisfactory agreement within thirty (30) days will constitute grounds for application of Article 4 of this Agreement.

ARTICLE 11

Aviation Safety

(1) Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, aircrews, aircraft and their operation. Such consultations shall take place within 30 (thirty) 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 in any such area that are at least 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 the other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within a reasonable time, and in any case within 15 (fifteen) days or such longer period as may be agreed, shall be grounds for the application of Article 4 of this Agreement.

(3) Notwithstanding the obligations mentioned in Article 33 of the Chicago Convention, it is agreed that any aircraft operated by the airline or airlines 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 authorities representative of the other Contracting Party on board and around the aircraft to check both the validity of the aircraft documents and those of the 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.

(4) If any such ramp inspection or series of ramp inspections give 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 purpose of Article 33 of the Chicago Convention, be free to conclude that the requirements under which certificates or licences in respect of that aircraft or in respect of the operator or crew of that aircraft had been issued or rendered valid are not equal to or above the minimum standards established at that time pursuant to the Chicago 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 above is denied, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 above arise and 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 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 other form of dialogue, that immediate action is essential to the safety of an airline or airlines operation.

(7) Any action by one Contracting Party in accordance with paragraph 1 or 2 above shall be discontinued once the basis for the taking of that action ceases

(8) Where Belgium has designated an air carrier whose regulatory control is exercised and maintained by another EU Member State, the rights of the Republic of Maldives under the safety provisions of the agreement between Belgium and the Republic of Maldives 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 12

Timetable

- (1) The designated airline of each Contracting Party shall submit to the aeronautical authorities of the other Contracting Party for approval, 30 (thirty) days in advance, the timetable of its intended services, specifying the frequency, type of aircraft, configuration and number of seats to be made available to the public.
- (2) Any subsequent changes to the approved timetables of a designated airline shall be submitted for approval to the aeronautical authorities of the other Contracting Party.
- (3) If a designated airline wishes to operate flights supplementary to those covered in the approved timetables, it shall obtain the prior permission of the aeronautical authorities of the Contracting Party concerned.

ARTICLE 13

Provision of Statistics

The designated airline(s) of a Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of the Contracting Party referred to first in this Article. 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.

ARTICLE 14

Revenue and transfer of Earnings

- (1) 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.

(2) 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 15

Airline Representation and Sales

(1) The designated airline or airlines of one Contracting Party shall be entitled, in accordance with the laws and regulations relating to entry, residence and employment of the other Contracting Party, to bring in and maintain in the territory of the other Contracting Party those of their own managerial, technical, operational and other specialist staff who are required for the provision of air 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.

(5) The designated airlines of each Contracting Party shall have the right to engage in the sale of air transportation in the area of the other Contracting Party

directly and, at the airline's discretion, through agent or agents appointed by the designated airline. The designated airlines of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such transportation in local currency or in any freely convertible other currency.

ARTICLE 16

User Charges

(1) Neither Contracting Party shall impose or permit to be imposed on the designated airlines of the other Contracting Party user charges higher than those imposed on its own airlines operating similar international air services.

(2) Each Contracting Party shall encourage consultation on user charges between its competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable through those airlines' representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.

ARTICLE 17

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. The right shall be subject only to physical constraints resulting from considerations of airport safety.

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 18

Change of gauge and code-share

- (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 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.

ARTICLE 19

Consultation

Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement or compliance with this Agreement. Such consultations, which may be between aeronautical authorities, shall begin within a period of 60 (sixty) days from the date the other Contracting Party receives a written request, unless otherwise agreed by the Contracting Parties.

ARTICLE 20

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 try to settle it by negotiation.
- (2) If the Contracting Parties fail to reach a settlement of the dispute by negotiation, it may be referred by them to such person or body as they may agree on

or, at the request of either Contracting Party, shall be submitted for decision to a tribunal of three arbitrators which shall be constituted in the following manner:

- (a) within 30 (thirty) days after receipt of a request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a third State, who shall act as President of the tribunal, shall be appointed as the third arbitrator by agreement between the two arbitrators, within 60 (sixty) days of the appointment of the second;
 - (b) if within the time limits specified above any appointment has not been made, either Contracting Party may request the President of the Council of the International Civil Aviation Organisation to make the necessary appointment within 30 (thirty) days. If the President is of the same nationality as one of the Contracting Parties, the most senior Vice-President who is not disqualified on that ground shall make the appointment.
- (3) Except as hereinafter provided in this Article or as otherwise agreed by the Contracting Parties, the tribunal shall determine the limits of its jurisdiction and establish its own procedure. At the direction of the tribunal, or at the request of either of the Contracting Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than 30 (thirty) days after the tribunal is fully constituted.
- (4) Except as otherwise agreed by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within 45 (forty five) days after the tribunal is fully constituted. Replies shall be due 60 days later. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within 30 (thirty) days after replies are due.
- (5) The tribunal shall attempt to give a written decision within 30 (thirty) days after completion of the hearing or, if no hearing is held, 30 (thirty) days after the date both replies are submitted. The decision shall be taken by a majority vote.
- (6) The Contracting Parties may submit requests for clarification of the decision within 15 (fifteen) days after it is received and such clarification shall be issued within 15 (fifteen) days of such request.
- (7) The decision of the tribunal shall be binding on the Contracting Parties.

(8) Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Contracting Parties including any expenses incurred by the President or Vice-President of the Council of the International Civil Aviation Organisation in implementing the procedures in paragraph (2)(b) of this Article.

ARTICLE 21

Amendment

- (1) Any amendments of this Agreement agreed by the Contracting Parties shall come into effect when confirmed by an Exchange of Notes.
- (2) This Agreement shall be deemed to have been amended by those provisions of any international convention or agreement which may become binding on both Contracting Parties. The provisions of such international/multilateral convention shall prevail.
- (3) 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 22

Registration

This Agreement and any amendment in accordance with Article 21 shall be registered with the International Civil Aviation Organization.

ARTICLE 23

Termination

Either Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. This

Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement 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 14 (fourteen) days after receipt of the notice by the International Civil Aviation Organisation.

ARTICLE 24

Entry into Force

Each Contracting Party shall notify the other Contracting Party in writing through the diplomatic channels of the completion of their respective requirements for entry into force of this Agreement. This Agreement shall enter into force one month from the date on which the two Governments have notified each other that the constitutional requirements for entry into force of this Agreement have been fulfilled.

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done in duplicate at on in English.

.....
FOR THE DELEGATION OF
THE REPUBLIC OF MALDIVES

..... 
FOR THE DELEGATION OF
THE KINGDOM OF BELGIUM



ANNEX

ROUTE SCHEDULE

1. Routes to be operated in both directions by the designated airline or airlines of the Republic of Maldives

<u>Point of Origin</u>	<u>Intermediate Points</u>	<u>Points in Belgium</u>	<u>Points Beyond</u>
Points in Maldives	Any Points	Points in Belgium	Any Points

2. Routes to be operated in both directions by the designated airline or airlines of the Kingdom of Belgium

<u>Point of Origin</u>	<u>Intermediate Points</u>	<u>Points in Maldives</u>	<u>Points Beyond</u>
Points in Belgium	Any Points	Points in Maldives	Any Points

Notes:

The designated airline of each Contracting Party may omit any one or more intermediate points on any or all flights provided that the agreed services on the route begin at a point in the territory of the Contracting Party designating the airline.