VOORONTWERP VAN ORDONNANTIE

houdende instemming met:

de Overeenkomst tussen de Regering van het Koninkrijk België en de Regering van de Republiek Sierra Leone betreffende het luchtvervoer, gedaan te Freetown op 3 juli 2019

AVANT-PROJET D'ORDONNANCE

portant assentiment à :

l'Accord entre le Gouvernement du Royaume de Belgique et le Gouvernement de la République de Sierra Leone relatif au transport aérien, fait à Freetown le 3 juillet 2019

De Brusselse Hoofdstedelijke Regering,

Op voorstel van de Minister van Externe Betrekkingen,

Na beraadslaging,

BESLUIT

De Minister van Financiën, Begroting, Openbaar Ambt, de Promotie van Meertaligheid en van het Imago van Brussel is ermee belast bij het Brussels Hoofdstedelijk Parlement het ontwerp van ordonnantie in te dienen waarvan de tekst hierna volgt:

Artikel 1. Deze ordonnantie regelt een aangelegenheid als bedoeld in artikel 39 van de Grondwet.

Art. 2:

Zullen volkomen gevolg hebben:
1° de Overeenkomst tussen de Regering van het Koninkrijk België en de Regering van de Republiek Sierra Leone betreffende het luchtvervoer, gedaan te Freetown op 3 juli 2019; en
2° de wijzigingen aan de bijlage die zullen worden aangenomen overeenkomstig artikel 20, lid 4 van de Overeenkomst.

Art. 3:

De Brusselse Regering meldt elke wijziging van de bijlage die aangenomen wordt overeenkomstig artikel 20, lid 4 van de

Le Gouvernement de la Région de Bruxelles-Capitale,

Sur la proposition du Ministre des Relations extérieures,

Après délibération,

ARRETE

Le Ministre des Finances, du Budget, de la Fonction publique, de la Promotion du Multilinguisme et de l'Image de Bruxelles est chargé de présenter au Parlement de la Région de Bruxelles-Capitale, le projet d'ordonnance dont la teneur suit:

Article 1er. La présente ordonnance règle une matière visée à l'article 39 de la Constitution.

Art. 2 :

Sortiront leur plein et entier effet.
1° l'Accord entre le Gouvernement du Royaume de Belgique et le Gouvernement de la République de Sierra Leone relatif au transport aérien, fait à Freetown le 3 juillet 2019; et

2° les amendements à l'annexe qui seront adoptés conformément à l'article 20, paragraphe 4, de l'Accord.

Art. 3 :

Le Gouvernement bruxellois informe le Parlement bruxellois de tout amendement à l'annexe adopté conformément à l'article 20,

Overeenkomst aan het Brussels Parlement.

paragraphe 4 de l'Accord.

Brussel,

Bruxelles, le

De Minister-Voorzitter belast met Huisvesting en Stadsvernieuwing, Territoriale Ontwikkeling, Veiligheid en Preventie, Toerisme, Imago van Brussel en Biculturele Zaken van Gewestelijk Belang

Le Ministre-Président chargé du Développement territorial et de la Rénovation urbaine, du Tourisme, de la Promotion de l'Image de Bruxelles et du biculturel d'intérêt régional

Rudi VERVOORT

De Minister belast met Financiën, Begroting, Openbaar Ambt, de Promotie van Meertaligheid en van het Imago van Brussel

Le Ministre chargé des Finances, du Budget, de la Fonction publique, de la Promotion du Multilinguisme et de l'Image de Bruxelles

Sven GATZ

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE KINGDOM OF BELGIUM

AND

THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE

ON AIR TRANSPORT

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

THE GOVERNMENT OF THE KINGDOM OF BELGIUM,

ON THE ONE HAND,

AND

THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE,

ON THE OTHER HAND,

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 amendments 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 Sierra Leone, The Ministry of Transport and Aviation 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 "airlines of the Kingdom of Belgium" shall be understood as referring to airlines designated by the Kingdom of Belgium.

k) the term "airlines of the Republic of Sierra Leone" shall be understood as referring to airlines designated by the Republic of Sierra Leone.

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 Treaty establishing the European Community and has a valid Operating Licence in accordance with European Community law; and
      ii. effective regulatory control of the airline is exercised and maintained by the European Community 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 Sierra Leone:

i. it is established in the territory of the Republic of Sierra Leone and has a valid Operating Licence in accordance with the law applicable in the Republic of Sierra Leone; and

ii. the Republic of Sierra Leone 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 Treaty establishing the European Community or does not have a valid Operating Licence in accordance with European Community law; or

ii. effective regulatory control of the airline is not exercised or not maintained by the European Community 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 Sierra Leone:

i. if it is not established in the territory of the Republic of Sierra Leone or does not have a valid Operating Licence in accordance with the law applicable in the Republic of Sierra Leone; or

ii. the Republic of Sierra Leone 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, 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 rendered valid by one Contracting Party and still in force, 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 that such certificates or licences were issued or rendered valid pursuant to, and in conformity with, the 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 18 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 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.

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 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 Treaty establishing the European Community and have valid Operating Licences in accordance with European Community Law, and the operators of airports in their territory act in conformity with such aviation security provisions.

5. Each Contracting Party agrees to observe the security provisions required by the other Contracting Party for entry into the territory of that other Contracting Party and 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 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 any 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 Community 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.

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

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.

2.1 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.

2.2 In respect of each ticket sold, the purchaser is informed at the point of sale which airline will operate each flight forming part of the service.

ARTICLE 14

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.

2. The tariffs for carriage on agreed services to and 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, characteristics of service and the interest of users.

3. 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.

4. Intervention by the Contracting Parties shall be limited to:

   a) the protection of consumers from tariffs that are excessive due to the abuse of market power;

   b) the prevention of tariffs whose application constitutes anti-competitive behaviour which has or is likely to have or is explicitly intended to have the effect of preventing, restricting or distorting competition or excluding a competitor from the route

ARTICLE 15

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 a greed 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 16

SALES AND REVENUES

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 17

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, as long in advance as practicable, copies of tariffs, schedules, including any amendment thereof, and all other relevant information concerning the operation of the agreed services, including 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.

3. Each Contracting Party shall cause its designated airlines to provide to the aeronautical authorities of the other Contracting Party statistics relating to the traffic carried on the agreed services.

ARTICLE 18

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 19

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 to settle it by negotiation.

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 20

AMENDMENTS

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 amendment 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 amended after agreement between the Aeronautical Authorities through an administrative arrangement.

ARTICLE 21

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.

ARTICLE 22

REGISTRATION

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

ARTICLE 23

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 FREETOWN on this 3rd day of JULY, 2019
In the English language.

FOR THE GOVERNMENT OF THE KINGDOM OF BELGIUM:

Ambassador Extraordinary and Plenipotentiary of the Kingdom of Belgium to the Republic of Sierra Leone

H.E Mr Hugues CHANTRY

FOR THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE:

PANJA I. SESAY
Ag. Minister,
Foreign Affairs &
International Cooperation

ANNEX

SCHEDULE OF ROUTES

1. Routes of the Republic of Sierra Leone

Points of departure	Intermediate points	Points in Belgium	Points beyond
Points in Sierra Leone	Any	Points in Belgium	Any

2. Routes of the Kingdom of Belgium

Points of departure	Intermediate points	Points in Sierra Leone	Points beyond
Points in Belgium	Any	Points in Sierra Leone	Any

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 point of departure or arrival is in the country of their nationality.