

**AIR TRANSPORT AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF BELGIUM**

The Government of the United States of America and the Government of Belgium;

Desiring to promote an international air transport system based on fair competition among airlines in the marketplace with minimum governmental regulation;

Desiring to facilitate the expansion of international air transport opportunities;

Desiring to develop an air service system which caters to all segments of demand and provides a wide and flexible range of air services;

Desiring to make it possible for airlines to offer a variety of service options at the lowest prices that are not predatory or discriminatory and do not represent abuse of dominant position, and wishing to encourage airlines to develop and implement innovative and competitive prices;

Desiring to ensure the highest degree of safety and security in international air transport and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air transportation, and undermine public confidence in the safety of civil aviation;

Agreeing that cargo operations between their countries should be conducted in a deregulated environment;

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on December 7, 1944<sup>1</sup>;

Desiring to conclude a new agreement covering all forms of air transportation to replace the Air Transport Agreement concluded between them and signed at Brussels on April 5, 1946; the 1972 Memorandum of Understanding on Passenger Charter Air Services; the 1977 Exchange of Notes Amending the 1946 Agreement and Extending the 1972 Memorandum of Understanding; and the December 1978 Protocol between the Government of the United States and the Government of Belgium Amending the Air Transport Agreement of 1946, as amended;

Have agreed as follows:

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<sup>1</sup> TIAS 1591, 8605, 8681; 61 Stat. 1180; 19 UST 7E93 ; 20 UST 718.

## ARTICLE 1

### Definitions

For the purposes of this Agreement, unless otherwise stated, the term:

- (a) "Aeronautical authorities" means, in the case of the United States, the Civil Aeronautics Board or the Department of Transportation, whichever has jurisdiction, or their successor agencies, and in the case of Belgium, l'Administration de l'Aeronautique Civile, or its successor agency;
- (b) "Agreement" means this Agreement, its Annexes, and any amendments thereto;
- (c) "Air transportation" means any operation performed by aircraft for, the public carriage of traffic in passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;
- (d) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes:
  - (i) any amendment which has entered into force under Article 94(a) of the Convention and has been ratified by both parties, and
  - (ii) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both parties;
- (e) "Designated airline" means an airline designated and authorized in accordance with Article 3 of this Agreement;
- (f) "International air transportation" means air transportation which passes through the air space over the territory of more than one State;
- (g) "Price" means:
  - (i) any fare, rate or price to be charged by airlines, or their agents, and the conditions governing the availability of such fare, rate or price;
  - (ii) the charges and conditions for services ancillary to carriage of traffic which are offered by airlines; and
  - (iii) amounts charged by airlines to air transportation intermediaries;  
for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air transportation.
- (h) "Stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo and mail in air transportation;

(i) "Territory" means the land areas under the sovereignty, jurisdiction, protection, or trusteeship of a Party, and the territorial waters adjacent thereto; and

(j) "User charge" means a charge made to airlines for the provision of airport, air navigation or aviation security property or facilities.

## **ARTICLE 2**

### **Grant of Rights**

(1) Each Party grants to the other Party the following rights for the conduct of international air transportation by the airlines of the other Party:

- (a) the right to fly across its territory without landings
- (b) the right to make stops in its territory for non-traffic purposes;
- (c) the rights otherwise specified in this Agreement, and its Annexes.

(2) Nothing in paragraph (1) of this article shall be deemed to grant the right for one Party's airlines to take up in the territory of the other Party passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Party.

## **ARTICLE 3**

### **Designation and Authorization**

(1) Each Party shall have the right to designate as many airlines as it wishes to conduct international air transportation in accordance with this Agreement and to withdraw or alter such designations. Such designations shall be transmitted to the other Party in writing through diplomatic channels, and shall identify whether the airline is authorized to conduct the type of air transportation specified in Annex I or in Annex II or in both.

(2) On receipt of such a designation and of applications in the form and manner prescribed from the designated airline for operating authorizations and technical permissions, the other Party shall grant appropriate authorizations and permissions with minimum procedural delay, provided:

- (a) substantial ownership and effective control of that airline are vested in the Party designating the airline, nationals of that Party, or both;
- (b) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Party considering the application or applications; and

(c) the Party designating the airline is maintaining and administering the standards set forth in Article 6 (Safety).

## **ARTICLE 4**

### Revocation of Authorization

(1) Each Party may revoke, suspend or limit the operating authorizations or technical permissions of an airline designated by the other Party where:

(a) substantial ownership and effective control of that airline are not vested in the other Party or the other Party's nationals;

(b) that airline has failed to comply with the laws and regulations referred to in Article 5 of this Agreement; or

(c) the other Party is not maintaining and administering the standards as set forth in Article 6 (Safety).

(2) Unless immediate action is essential to prevent further non-compliance with subparagraphs (1)(b) or (7)(c) of this Article, the rights established by this Article shall be exercised only after consultation with the other Party.

## **ARTICLE 5**

### Application of Laws

(1) While entering, within or leaving the territory of one Party, its laws and regulations relating -to the operation and navigation of aircraft shall be complied with by the other Party's airlines.

(2) While entering, within or leaving the territory of one Party, its laws and regulations relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by or on behalf of such passengers, crew or cargo of the other Party's airlines.

## **ARTICLE 6**

### Safety

(1) Each Party shall recognize as valid, for the purpose of operating the air transportation provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Party and still in force, provided that the

requirements for such certificates or licenses at least equal the minimum standards which may be established pursuant to the Convention. Each Party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Party.

(2) Each Party may request consultations concerning the safety and security standards maintained by the other Party relating to aeronautical facilities, aircrew, aircraft, and operation of the designated airlines. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety and security standards and requirements in these areas that at least equal the minimum standards which may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards; and the other Party shall take appropriate corrective action. Each Party reserves the right to withhold, revoke or limit the operating authorization or technical permission of an airline or airlines designated by the other Party in the event the other Party does not take such appropriate action within a reasonable time.

## **ARTICLE 7**

### Aviation Security

Each Party:

(1) reaffirms its commitment to act consistently with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963, [1] the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 1970,[2] and the convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on September 23, 1971;[3]

(2) shall require that operators of aircraft of its registry act consistently with applicable aviation security provisions established by the International Civil Aviation Organization; and

(3) shall provide maximum aid to the other Party with a view to preventing unlawful seizure of aircraft, sabotage to aircraft, airports, and air navigation facilities, and threats to aviation security; give sympathetic consideration to any request from the other Party for special security measures for its aircraft or passengers to meet a particular

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[1] TIAS 6768; 20 UST 2941.

[2] TIAS 7192 ; 22 UST 1641. 1

[3] TIAS 7570; 24 UST 564.

threat; and, when incidents or threats of hijacking or sabotage against aircraft, airports or air navigation facilities occur, assist the other Party by facilitating communications intended to terminate such incidents rapidly ,and safely.

## **ARTICLE 8**

### **Commercial opportunities**

- (1) The airlines of one Party shall have the right to establish offices in the territory of the other Party for the promotion and sale of their services.
- (2) The designated airlines of one Party shall have the right, in accordance with the laws and regulations of the other Party relating to entry, residence and employment, to bring in and maintain in the territory of the other Party managerial, sales, technical, operational and other specialist staff required for the provision of air transportation.
- (3) Each designated airline may perform its own ground handling in the territory of the other Party ("selfhandling") or, at its option, select among competing agents for such services. These rights shall be subject only to physical constraints resulting from considerations of airport safety. Where such considerations preclude selfhandling, ground services shall be available on an equal basis to all airlines; charges shall be booded on the costs of services provided; and such services shall be comparable to the kind and quality of services if self-handling were possible.
- (4) Each airline of one Party may engage in the sale of air transportation in the territory of the other Party directly and, at the airline's discretion, through its agents. In the case of charter services, however, such sales shall be subject to the applicable respective rules on a non-discriminatory basis. Each airline shall be free to sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies.
- (5) Each airline of one Party shall have the right to convert and remit to its country, on demand, local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly without restrictions or remittance taxation at the rate of exchange applicable to current transactions and remittance.

## **ARTICLE 9**

### **Customs Duties and Taxes**

- (1) On arriving in the territory of one Party, aircraft operated in international air transportation by the designated airlines of the other Party, their regular equipment, ground equipment, fuel, lubricants, consumable technical supplies, spare parts including engines, aircraft stores (including but not limited to such items as food, beverages and liquor, tobacco and other products destined for sale to or use by passengers in limited quantities during the flight), and other items intended for or used solely in connection with the operation or servicing of aircraft engaged in international air transportation shall be exempt, on the basis of reciprocity, from all import restrictions, property taxes and capital levies, customs duties, excise taxes, and similar fees and charges imposed by the

national authorities, and not based on the cost of services provided, provided such equipment and supplies remain on board the aircraft.

(2) There shall also be exempt, on the basis of reciprocity, from the taxes, duties, fees and charges referred to in paragraph (1) of this Article, with the exception of charges based on the cost of the service provided:

(a) aircraft stores introduced into or supplied in the territory of a Party and taken on board, within reasonable limits, for use on outbound aircraft of a designated airline of the other Party engaged in international air transportation, even when these stores are to be used on a part of the journey performed over the territory of the Party in which they are taken on board;

(b) ground equipment and spare parts including engines introduced into the territory of a Party for the servicing, maintenance or repair of aircraft of a designated airline of the other Party used in international air transportation; and

(c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Party for use in an aircraft of a designated airline of the other Party engaged in international air transportation, even when these supplies are to be used on a part of the journey performed over the territory of the Party in which they are taken on board.

(3) Equipment and supplies referred to in paragraphs (1) and (2) of this Article may be required to be kept under the supervision or control of the appropriate authorities.

(4) The exemptions provided for by this Article shall also be available where the designated airlines of one Party have contracted with another airline, which similarly enjoys such exemptions from the other Party, for the loan or transfer in the territory of the other Party of the items specified in paragraphs (1) and (2) of this Article.

(5) Each Party shall use its best efforts to secure for the designated airlines of the other Party, on the basis or reciprocity, an exemption from taxes, duties, charges and fees imposed by state, regional and local authorities on the items specified in paragraphs (1) and (2) of this Article, as well as from fuel through-put charges, in the circumstances described in this Article, except to the extent that the charges are based on the actual cost of providing the service.

## **ARTICLE 10**

### **User Charges**

(1) User charges imposed by the competent charging authorities on the airlines of the other Party shall be just, reasonable, and non-discriminatory.

(2) User charges imposed on the airlines of the other Party may reflect, but shall not exceed, an equitable portion of the full economic cost to the competent charging

authorities of providing the airport, air navigation, and aviation security facilities and services. Facilities and services for which charges are made shall be provided on an efficient and economic basis. Reasonable notice shall be given prior to changes in user charges. Each Party shall encourage consultations between the competent charging authorities in its territory and airlines using the services ' and facilities, and shall encourage the competent charging authorities and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges.

## **ARTICLE 11**

### **Fair Competition**

(1) Each Party shall allow a fair and equal opportunity for the designated airlines of both Parties to compete in providing the international air transportation services covered by this Agreement.

(2) Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the airlines of the other Party.

(3) Neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

(4) Neither Party shall impose on the other Party's designated airlines a first refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to the capacity, frequency or traffic which would be inconsistent with the purposes of this Agreement.

(5) Neither Party shall require the filing of schedules, programs for charter flights, or operational plans by airlines of the other Party for approval, except as may be required on a non-discriminatory basis to enforce uniform conditions as foreseen by paragraph (3) of this Article or as may be specifically authorized in an Annex to this Agreement. If a Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air transportation intermediaries and on designated airlines of the other Party.

## **ARTICLE 12**

### **Pricing**

(1) Each Party shall allow prices for air transportation to be established by each designated airline based upon

commercial considerations in the marketplace. Intervention by the Parties shall be limited to:

(a) prevention of predatory or discriminatory prices or practices;

(b) protection of consumers from prices that are unduly high or restrictive because of the abuse of a dominant position of airlines from prices that are artificially-low because of direct or indirect governmental subsidy or support.

(c) protection of airlines from prices that are artificially low because of direct or indirect governmental subsidy or support.

(2) Each Party may require notification to or filing with its aeronautical authorities of prices proposed to be to or from its territory by airlines of the other Party or filing by the airlines of both Parties may be required no more than 45 days before the proposed date of effectiveness for passenger services and 60 days for cargo services. In individual cases, notification or filing may be permitted on shorter notice than normally required. Neither Party shall require the notification or filing by airlines of the other Party or by airlines of third countries of prices charged by charterers to the public for traffic originating in the territory of that other Party.

(3) Neither Party shall take unilateral action to prevent the inauguration or continuation of a price charged or proposed to be charged by (a) an airline of either Party or by an airline of a third country for international air transportation between the territories of the Parties, or (b) an airline of one Party for international air transportation between the territory of the other Party and a third country, including in both cases transportation on an interline or intra-line basis. If either 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 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 price for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. Without mutual agreement, that price shall go into or continue in effect.

(4) Notwithstanding paragraph (3) of this Article, each Party shall allow (a) any airline of either Party or any airline of a third country to meet a lower or more competitive price proposed or charged by any other airline or charterer for international air transportation between the territories of the Parties, and (b) any airline of one Party to meet a lower or more competitive price proposed or charged by any other airline or charterer for international air transportation between the territory of the other Party and a third country. As used herein, the term "meet" means the right to establish on a timely basis, using such expedited procedures as may be necessary, (a) an identical or similar price on a direct, interline or intra-line basis, notwithstanding differences in conditions relating to

routing, roundtrip requirements, connections, type of service or aircraft type, or (b) such price through a combination of prices.

### **ARTICLE 13**

#### Surface Transportation

Notwithstanding any other provision of the Agreement, the airlines and charterers of both Parties shall be permitted to employ any surface transportation that is incidental to international air transportation, provided that passengers or shippers are not misled as to the facts concerning such transportation.

### **ARTICLE 14**

#### Commissions

The airlines of one Party may be required to file with the aeronautical authorities of the other Party the level or levels of commissions and all other forms of compensation to be paid or provided by such airline, in any manner or by any device, directly or indirectly, person (its own employee, to or for the benefit of any person (other than employees) for the sale of air transportation originating in the territory of the other party.

### **ARTICLE 15**

#### Enforcement

(1) The Party whose territory the traffic originates shall have the exclusive jurisdiction for the enforcement of its rules and regulations.

(2) The Parties shall cooperate with each other on enforcement matters.

(3) Each Party may take such steps as it considers necessary to regulate the conduct of its own airlines, charterers, travel organizers, agents, forwarders, or shippers offering or organizing services covered by this Protocol. However, such regulations shall not preclude or limit the power of the other Party to regulate, within its territory and pursuant to its domestic laws, the conduct of such organizations or individuals of the first Party.

### **ARTICLE**

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 shall begin within a period of 60 days from the date the other Contracting party receives the request. unless otherwise agreed by the Contracting parties.

## ARTICLE 17

### Settlement of Disputes

(1) Any dispute arising under this Agreement which is not resolved by a first round of formal consultations, except those which may arise under paragraph (3) of Article 12 (Pricing), may be referred by agreement of the Parties for decision to some person or body. If the Parties do not so agree, the dispute shall at the request of either Party be submitted to arbitration in accordance with the procedures set forth below.

(2) Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:

(a) within 30 days after the receipt of a request for arbitration, each Party shall name one arbitrator. Within 60 days after these two arbitrators have been named, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral tribunal;

(b) if either Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with subparagraph (a) of this paragraph, either Party may request the President of the International Court of Justice to appoint the necessary arbitrator or arbitrators within 30 days. If the President is of the same nationality as one of the Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.

(3) Except as otherwise agreed, the arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure. At the direction of the tribunal or at the request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held no later than 15 days after the tribunal is fully constituted.

(4) Except as otherwise agreed, each Party shall submit a memorandum within 45 days of the time the tribunal is fully constituted. Replies shall be due 60 days later. The tribunal shall hold a hearing at the request of either Party or at its discretion within 15 days after replies are due.

(5) The tribunal shall attempt to render a written decision within 30 days after completion of the hearing or, if no hearing is held, after the date both replies are submitted, whichever is sooner. The decision of the majority of the tribunal shall prevail.

(6) The Parties may submit requests for clarification of the decision within 15 days after it is rendered and any clarification given shall be issued within 15 days of such request.

(7) Each Party shall, consistent with its national law, give full effect to any decision or award of the arbitral tribunal.

(8) The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the International Court of Justice in connection with the procedures of paragraph (2)(b) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

## **ARTICLE 18**

### Amendment

Any amendments or modifications of this Agreement agreed by the Parties shall come into effect when confirmed by an Exchange of Notes.

## **ARTICLE 19**

### Termination

Either Party may, at any time give notice in writing to the other Party of its decision to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate at midnight (at the place of receipt of notice to the other Party immediately before the first anniversary of the date of receipt of the notice by the other Party, unless the notice is withdrawn by agreement before the end of this period.

## **ARTICLE 20**

### Multilateral Agreement

If a multilateral agreement, accepted by both parties, concerning any matter covered by this Agreement enters into force, this Agreement shall be amended so as to conform with the provisions of the multilateral agreement.

## **ARTICLE 21**

### Registration with ICAO

This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

## **ARTICLE 22**

This Agreement shall supersede the Air Transport Agreement signed at Brussels on April 5, 1946; the 1972 Memorandum of Understanding on Passenger Charter Air Services; the 1977 Exchange of Notes Amending the 1946 Agreement and Extending the 1972 Memorandum of Understanding; and the December 1978 protocol between the Government of the United States and the Government of Belgium Amending the Air Transport Agreement of 1946, as amended.

## **ARTICLE 23**

### Entry into Force

This Agreement shall enter into force on the date of exchange of notes through diplomatic channels.

## **ANNEX I**

### Scheduled Air Service

#### Section 1

Airlines of one Party whose designation identifies this Annex shall, in accordance with the terms of their designation, be entitled to perform international air transportation (7) between points on the following routes, and (2) between points on such routes and points in third countries through points in the territory of the Party which has designated the airline.

A. Routes for the airline or airlines designated by the Government of the United States:

From the United States via intermediate points to Belgium and beyond to any point or points outside Belgium, including points in the United States, without geographical or directional limitation.

B. Routes for the airline or airlines designated by the Government of Belgium:

(a) From Belgium via intermediate points to Atlanta, New York City, and three additional points in the United States, and beyond to any point or points in Canada and/or Mexico.

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1/ For operations between these points and points beyond the United States, traffic rights are granted for the following segments only: (a) between one point in the United States and one point in Canada; and (b) between one point in the United States and Mexico City. The Belgian Government shall designate through diplomatic channels: (a) the point in Canada to be served with traffic rights, (b) the point in the United States beyond which

traffic rights to Canada will be exercised, and (c) the point in the United States beyond which traffic rights to Mexico City will be exercised. Any of these three points may be changed upon 60 days' notice to the United States Government. The two United States points must be chosen from among the five points in the United States available for service by a Belgium designated airline. [Footnote in the original.]

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(b) From Belgium via intermediate points to any point or points in the United States and beyond to any point or points in Canada and/or Mexico. This route is authorized for all-cargo services only.<sup>2</sup>

## Section 2

Each designated airline may, on any or all flights and at its option, operate flights in either or both directions and without directional or geographic limitation; serve points on the routes in any combination and in any order; and omit stops at any point or points outside the territory of the Party which has designated that airline without loss of any right to carry traffic otherwise permissible under this Agreement.

## Section 3

On any segment or segments of the routes described in Section 1 above, a designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated.

## **Annex II**

### Charter Air Service

#### Section 1

Airlines of one Party whose designation identifies this Annex shall, in accordance with the terms of their designation, be entitled to perform international air transportation to, from and through any point or points in the territory of the other Party, either directly or with stopovers en route, for one-way or roundtrip carriage of the following traffic:

(a) any traffic to or from a point or points in the territory of the Party which has designated the airline;

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<sup>2</sup> For operations beyond the United States, traffic rights are granted only for the segment between Mexico City and the one point in the United States designated by the Belgian Government through diplomatic channels for service on route (a), above. However, the operating flexibility granted in Section 2 shall apply with respect to points in Canada (i.e., on all-cargo flights serving a point in Canada as both an intermediate and beyond point with one landing, the Canadian point shall be considered as an intermediate with full traffic rights). [Footnote in the original.]

(b) any traffic to or from a point or points beyond the territory of the Party which has designated the airline and carried between the territory of that Party and such beyond point or points (i) in transportation other than under this Annex; or (ii) in transportation under this Annex with the traffic making a stopover of at least two consecutive nights in the territory of that Party. However, favorable consideration shall be extended on the basis of comity and reciprocity to applications by designated airlines to carry such traffic with a stopover of less than two consecutive nights.

## Section 2

With regard to traffic originating in the territory of either Party, each airline performing air transportation under this Annex shall comply with such laws, regulations and rules of the Party in whose territory the traffic originates, whether on a one-way or roundtrip basis, as that Party now or hereafter specifies shall be applicable to such transportation. In addition, designated airlines of one Party may also operate charters with traffic originating in the territory of the other Party in compliance with the laws, regulations and rules of the first Party. When the regulations or rules of one Party apply more restrictive terms, conditions or limitations to one or more of its airlines, the designated airlines of the other Party shall be subject to the least restrictive of such terms, conditions or limitations. Moreover, if the aeronautical authorities of either Party promulgate regulations or rules which apply different conditions to different countries, each Party shall apply the most liberal regulation or rule to the designated airlines of the other Party.

## Section 3

Neither Party shall require a designated airline of the other Party, in respect of the carriage of traffic from the territory of that other Party on a one-way or roundtrip basis, to submit more than a declaration of conformity with the laws, regulations and rules of that other Party referred to under Section 2 of this Annex or of a waiver of these regulations or rules granted by the aeronautical authorities of that other Party.

The Secretary of State to the Belgian Ambassador

DEPARTMENT OF STATE  
WASHINGTON

OCT 23 198

Excellency:

I have the honor to acknowledge receipt of your Note of today's date which reads as follows:

\*Sir:

I have the honor to refer to the United States-Belgium Air Services Agreement of April 5, 1946, as amended; the Memorandum of Understanding on Passenger Charter Air Services of October 17, 1972, as extended; and the related Protocol, which entered into force on December 12 and 14, 1978.

Article 15 of the Protocol envisioned the conclusion of a new air transport agreement between our two countries, incorporating the provisions of the Protocol and updating provisions on other aspects of the bilateral air transport regime.

I now have the honor to propose that the above cited agreements governing United States-Belgium air transport be replaced in their entirety by the Agreement enclosed with this note.

If this arrangement is agreeable to the Government of the United States of America, I further propose that this note and its enclosure, together with your affirmative reply, shall constitute an agreement between our two governments, which shall enter into full force and effect on October 23, 1980.

I avail myself of this opportunity, Sir, to renew to you the assurances of my highest consideration.

(signed) J. Raoul Schoumaker  
Ambassador of Belgium"

In reply, I have the honor to inform your Excellency that the Government of the United States of America

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His Excellency  
J. Raoul Schoumaker,  
Ambassador of Belgium.

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agrees that the cited agreements governing United States-Belgium air services shall be replaced in their entirety by the agreement enclosed with your Note and also agrees that your Note and its enclosure, together with this reply, shall constitute an agreement between our two Governments which shall enter into full force and effect on October 23, 1980.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:  
Ernest Johnston.

## BELGIUM

Aviation: Transport Services

Agreement amending the agreement of October 23, 1980. Effected by exchange of notes Dated at Brussels September 22 and November 12, 1986; Entered into force November 12, 1986.

The American Embassy to the Belgian Ministry of Foreign Affairs

No. 56

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Kingdom of Belgium and has the honor to propose an amendment to the Air Transport Agreement between the government of the United States of America and the government of Belgium which was concluded in Washington on October 23, 1980.<sup>1</sup> The Embassy proposes that the entire text of Article 7, "Aviation Security", be deleted and replaced with the following:

Quote:

### Article 7 Aviation Security

(1) In accordance with their rights and obligations under international law, the parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this agreement.

(2) The 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 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<sup>2</sup>.

(4) The 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 Organization and designated as annexes to

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<sup>1</sup> TIAS 9903; 32 UST 3515.

<sup>2</sup> TIAS 6768, 7192, 7570; 20 UST 2941; 22 UST 1641; 24 UST 564.

the Convention on International Civil Aviation,<sup>3</sup> and shall require that operators of aircraft of their registry, operators who have their principal place of business or permanent residence in their territory, 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 party concerned. Each party shall give advance information to the other of its intention to notify any difference.

(5) Each party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 4 required by the other party for entry into, departure from, or while within, the territory of the other party. Each party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, their carry-on items as well as cargo and aircraft stores prior to and during boarding or loading. Each party shall also act favorably upon any request from the other party for reasonable special security measures to meet a particular threat.

(6) 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 and air navigation facilities occurs, the parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

(7) When a party has reasonable grounds to believe that the other party has departed from the provisions of this article, the first party may request immediate consultations with the other party. Failure by the parties to reach a satisfactory resolution to the matter within 15 days from the date of receipt of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorizations or technical permissions of an airline or airlines of the other party. When justified by an emergency, a party may take interim action prior to the expiry of 15 days.

Unquote.

If this proposal is agreeable to the government of Belgium, the Embassy proposes that this note, together with the Ministry's affirmative reply, shall constitute an agreement between the Governments of the United States of America and of Belgium.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America,  
Brussels, September 22, 1986-

The Belgian Ministry of Foreign Affairs to the American

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<sup>3</sup> TIAS 1591; 61 Stat. 1180.

Embassy

12-11-1986

MINISTERIE VAN BUITENLANDSE ZAKEN,  
BUITENLANDSE HANDEL EN  
ONTWIKKELINGSSAMENWERKING  
B 10-94

The Ministry of Foreign Affairs, External Trade and Cooperation to Development has the honour to acknowledge receipt of the note of the Embassy of the United States of America, of September 22, 1986, which reads as follows:

[For text of the U.S. note, see pp. 2-3.]

The Ministry has the honour to inform the Embassy of the United States that the Belgian government agrees to the foregoing proposal.

The Ministry of Foreign Affairs, External Trade and Cooperation to Development avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Embassy of the United States of America in Brussels.

**EMBASSY OF THE  
UNITED STATES OF AMERICA**

November 5, 1993

Excellency:

I have the honor to present my compliments and to refer to the July 1991 bilateral civil aviation negotiations between the Government of the United States of America and the Government of Belgium. In light of the understanding reached in those negotiations, I have the honor to propose, on behalf of the Government of the United States of America, that the October 23, 1980 Air Transport Agreement between the Governments of the United States of America and Belgium, as amended, be further amended by replacing the existing Annex I with the Revised Annex X on scheduled air service, appended as Attachment I to this Note, and that a new Annex on Principles of Non-Discrimination Within and Competition Among Computer Reservation Systems, appended as Attachment II to this Note, be added to the Agreement as Annex III.

I have the further honor to propose that if the foregoing proposal is acceptable to the Government of Belgium, that this Note with its Attachments and Your Excellency's favorable reply shall constitute an agreement between our two governments, which shall enter into force on the date of Your Excellency's Note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Enclosures: Attachments I and II

His Excellency

Willy Claes,

Minister of Foreign Affairs of

The Kingdom of Belgium.

Attachment I

## ANNEX I

### SCHEDULED AIR SERVICE

#### SECTION 1

Airlines of one Party designated pursuant to this Annex shall, in accordance with the terms of their designation, be entitled to perform international air transportation; (1) between points on the following routes; and, (2) between points on such routes and points in third countries through points in the territory of the Party which has designated the airline.

A. Routes for the airline or airlines designated by the Government of the United States:

From the United States via intermediate points to Belgium and beyond to any point or points outside Belgium, including points in the United States, without geographical or directional limitation.

B. Routes for the airline or airlines designated by the Government of Belgium:

(A) From Belgium via intermediate points to Atlanta, New York City, Detroit, Chicago, Boston, and two additional points in the United States to be selected by the Government

of Belgium with the option to change the selection of those two points by giving 60 days' prior notice to the United States Government, and beyond to any point or points in Canada and/or Mexico. 1/

(B) From Belgium via intermediate points to any point or points in the United States and beyond to any point or points in Canada and/or Mexico. This route is authorized for all-cargo services only. 2/

(C) From Belgium via intermediate points to 10 additional points in the United States to be used only on a code-sharing basis with any U.S. airline. The Government of Belgium may change the selection of, any of those 10 points by giving 60 days' prior notice to the United States Government.

## SECTION 2

Each designated airline may, on any or all flights and at its option, operate flights in either or both directions and without directional or geographic limitation; serve points on the routes in any combination and in any order; and omit stops at any point or points outside the territory -. of the Party which has designated that airline without loss of any right to carry traffic otherwise permissible under this Agreement.

## SECTION 3

On any segment or segments of the routes described in Section 1 above, a designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated.

## SECTION 4

In operating or holding out the authorized services on the agreed routes, a designated airline of either Party, which holds appropriate authority to provide such service, may, on the basis of reciprocity and subject to the requirements normally applied to such agreements, enter into cooperative marketing arrangements with another airline which also holds appropriate authority, provided that the arrangement does not include cabotage or revenue pooling.

-----Footnotes to SECTION 1:

1/ For operations between these points and points beyond the United States, traffic rights are granted for the following segments only: (A) between one point in the United States and one point in Canada; and (B) between one point in the United States and Mexico City. The Belgian Government shall designate through diplomatic channels: (A) the point in Canada to be served with traffic rights; (B) the point in the United States beyond which traffic rights to Canada will be exercised; and (C) the point in the United States beyond which traffic

rights to Mexico City will be exercised. Any of these three points may be changed upon 60 days' notice to the United States Government. The two United States points must be chosen from among the seven points in the United States available for service by a Belgian designated airline.

2/ For operations beyond the United States, traffic rights are granted only for the segment between Mexico City and the one point in the United States designated by the Belgian Government through diplomatic channels for service on Route (A), above. However, the operating flexibility granted in section 2 shall apply with respect to points in Canada (i.e., on all-cargo flights serving a point in Canada as both an intermediate and beyond point with one landing, the Canadian point shall be considered as an intermediate with full traffic rights).

Attachment II-----

### ANNEX III

#### PRINCIPLES OF NON-DISCRIMINATION WITHIN AND COMPETITION AMONG COMPUTER RESERVATIONS SYSTEMS

The Parties:

Recognizing that Article 11 of this Agreement guarantees to the airlines of both parties "a fair and equal opportunity for the designated airlines of both parties to compete ....";

Considering that one of the most important aspects of the ability of an airline to compete is *its* ability to inform the public of its services in a fair and impartial manner, and that, therefore, the quality of information about airline services available to travel agents who directly distribute such information to the travelling public and the ability of an airline to offer those agents competitive *computer* reservations systems (CRSs) represent the foundation for an airline's competitive opportunities;

Considering that it is equally necessary to ensure that the interests of the consumers of air transport products are protected from any misuse of such information and its misleading presentation and that airlines and travel agents have access to effectively competitive computer reservations systems;

Have agreed as follows with respect to the agreed international scheduled passenger services under this agreement ("agreed service"):

(1) The Parties agree with respect to CRSs with integrated primary displays:

(A) Information regarding international air services, including *the* construction of connections on those services, shall be *edited* and displayed based on non-discriminatory

and objective criteria that are not to be Influenced, directly or indirectly, by airline or market identity. Such criteria shall apply uniformly to all participating airlines.

(B) CRS data bases shall be as comprehensive as possible.

(C) CRS vendors shall not delete information submitted by participating airlines; such information shall be accurate and transparent; for example, code-shared and change-of-gauge flights and flights with stops should be clearly identified as having those characteristics.

D) All CRSs which are available to travel agents who directly distribute Information about airline services to the travelling public in either Party's territory shall not only be obliged to, but shall also be entitled to operate In conformance with the CRS rules that apply in the territory where the CRS is being operated.

(E) Travel agents shall be allowed to use say of the secondary displays available through the CRS so long as the travel agent makes a specific request for that display.

(2) A Party shall require that each CRS vendor operating in its territory allow all airlines willing to pay any applicable non-discriminatory fee to participate in its CRS. A Party shall require that all distribution facilities which a system vendor provides shall be offered on a non-discriminatory basis to participating airlines. A Party shall require that CRS vendors display, on a non-discriminatory, objective, carrier-neutral, and market-neutral basis, the international air services of participating airlines in all markets in which they wish to sell those services. Upon request, a CRS vendor shall disclose details of its data base update and storage procedures, its criteria for editing and ranking information, the weight given to such criteria, and the criteria used for selection of connect points and inclusion of connecting flights.

(3) CRS vendors operating in the territory of one Party shall be entitled to bring in, maintain, and make freely available their CRSs to travel agencies or travel companies whose principal business is the distribution of travel-related products in the territory of the other Party, if the CRS complies with these principles.

(4) Neither Party shall, in its territory, impose or permit to be imposed on the CRS vendors of the other Party more stringent requirements with respect to access to and use of communication facilities, selection and use of technical CRS hardware and software, and the technical installation of CRS hardware, than those imposed on its own CRS vendors.

(5) Neither Party shall, in its territory, impose or permit to be imposed on the CRS vendors of the other Party more restrictive requirements with respect to CRS displays (including edit and display parameters), operation, or sale than those imposed on its own CRS vendors.

(6) CRSs in use in the territory of one Party, which comply with these principles and other relevant non-discriminatory regulatory, technical., and security standards, shall be entitled to effective and unimpaired access in the territory of the other Party. One aspect of this is that a designated airline shall participate in such a system as fully in its homeland territory as it does in any system offered to travel agents to the territory of the other Party. Owners/operators of CRSs of one Party shall have the same opportunity to own/operate CRSs, which conform to these principles, within the territory of the other Party as do owner/operators of that Party. Each Party shall ensure that its airlines and its CRS vendors do not discriminate against travel agents in their homeland territory because of their use or possession of a CRS also operated in the territory of the other Party.

*\*\*Note: Though provisionally applied since the exchange, this 1995 exchange of notes is not yet in force.*

EMBASSY OF BELGIUM

September 5, 1995.

Dear Mr. Secretary,

I have the honor to acknowledge receipt of Your note of September 5, 1995 which reads as follows:

QUOTE

"Excellency-

I have the honor to refer to discussions held by representatives of our two governments in Washington February 28 and March 1, 1995 concerning the Air Transport Agreement between the Government of the United States of America and the Government of Belgium, with annexes; effected by exchange of notes at Washington: October 23, 1980, as amended (hereinafter the Agreement).

In light of the understandings reached in those discussions, I have the honor to propose, on behalf of the Government of the United States of America,-that the Agreement be further amended as follows:

1. Article 1:

Delete subparagraphs (ii) and (iii) from paragraph (g).

Add: "or services including related services or facilities" to the end of paragraph (j).

Add a new paragraph: "(k) "Full cost" means the cost of providing service plus a reasonable charge for administrative overhead."

## 2. Article 3:

Add: "and Article 7 (Aviation Security)" to end of subparagraph (2) (c).

Add a new paragraph (3): "(3) This Article does not limit the rights of either Party to withhold, revoke, limit or impose conditions on the operating authorization or technical permission of an airline or airlines of the other Party in accordance with the provisions of Article (Aviation Security)."

## 3. Article 6:

Delete "and security" from the first and second sentences of paragraph (2).

## 4. Article 7:

Add: "Without limiting the generality of their rights and obligations under international law" at the beginning of paragraph (3) and add the words "in particular" between "shall" and "act" in the same sentence.

Delete the last two sentences from paragraph (4).

Delete: "referred to in paragraph 4" from paragraph (5).

## 5. Article 8

Add: "except as may be specifically provided by the charter regulations of the country in which the charter originates that relate to the protection of passenger funds, and passenger cancellation and refund rights" to the end of the first sentence in paragraph (4),

Add: "on the date the carrier makes the initial application, for remittance" to the end of the second sentence of paragraph (5).

Add a new paragraph (6) a (6) The airlines of each Party shall be permitted to pay for local expenses, including purchases of fuel, in the territory of the other Party in local currency. At their discretion, the airlines of each Party may pay for such expenses in the territory of the other Party in freely convertible currencies according to local currency regulation."

Add a new paragraph (7): "(7)(a) In operating or holding out the authorized services on the agreed routes, provided that all airlines in such arrangements 1) hold the appropriate authority and-2) meet the requirements normally applied to such arrangements, any

designated airline of one. Party. may enter into cooperative marketing arrangements such as blocked-space, code-sharing or leasing arrangements,, with,

i) an airline or airlines of either Party: and ii), an airline or airlines of a third country, provided that such third country authorizes or allows comparable arrangements between the airlines of the other Party and other airlines on services to, from and via such third country;

(b) notwithstanding the proviso of ii above, if an airline of one Party holds out service between a point in the other Party and a point in a third country by means of a code-share arrangement on any segment off. that service with. an airline of the other Party, the first Party must authorize or allow any airline of the other Party to code share with any airline on any segment of services between that third country and the other Party via a point or points in the first Party."

#### 6. Article 9:

Add- to paragraph (2) anew subparagraph (d): "(d) promotional and advertising materials introduced into or supplied in the territory of one. Party and taken on board, within reasonable limits, for use on outbound aircraft of an airline of the other Party engaged in international air transportation, even when these stores are to be used on a part of the journey performed over the territory of the Party in which they are taken on board."

#### 7. Article 10:

Delete in its entirety and replace with the following °(1) User charges that may be imposed by the competent charging authorities or bodies of each Party on the airlines of the other Party shall be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users. In .any event, any such user charges shall be assessed on the.. airlines of the other Party oh terms not less favorable than the most favorable terms available to any other airline at the time the charges are assessed.

(2) User charges imposed on the airlines of the other Party spay reflect, but shall not exceed the full cost to the competent charging authorities or bodies of providing the appropriate airport, airport environmental, air navigation, and. aviation security facilities and services at the airport or within the airport system. Such full cost may include a reasonable: return. on- assets, after depreciation: Facilities and services .for which charges are: made shall be provided on a efficient and economic basis.

(3) Each Party shall encourage consultations between the competent. charging authorities or bodies in its territory and the airlines using the services and facilities, and shall encourage the-competent charging: authorities or bodies and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs.(1) anti (2) of this-Article. Each Party shall. encourage the competent charging authorities to provide users with

reasonable notice of any proposal for changes iii user charges to enable users to express their views before charges are made.

(4) Neither Party shall be held, in dispute resolution procedures pursuant to Article 14, to be in breach of a provision of this Article, unless (i) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Party within a reasonable amount of time; or (U) following such a review it fails to take all steps within its power to remedy any charge of practice that is inconsistent with this Article."

8. Article 11: Delete paragraph (2).

9. Article 12:

Amend subparagraph (1) (a.) to read.: " (a) prevention of unreasonably discriminatory prices or practices;"

Substitute : "30 days" for "45 days" in paragraph (2\_).

Delete: "for passenger services and 60 days for cargo services" from the end of the second sentence in paragraph (2).

Add: "except as may be required on a non-discriminatory basis for information purposes" to the end of the last sentence of paragraph (2) .

Delete paragraph (4).

10. Article 1.3:

Amend to read in its entirety as follows:

"Intermodal services: Notwithstanding another provision of this Agreement, airlines and indirect providers of cargo transportation of both Parties shall be permitted, without restriction,, to employ in connection with international air transportation any surface transportation-for cargo to or from any points in the territories of the Parties or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo in bond under applicable laws and regulations.. Such Cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities.., Airlines may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of cargo air transportation. Such intermodal cargo services may be offered at a single, through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation."

11. Article. 14: Delete

12. Article 15: Delete

13. Article 17:

Add after the first sentence in paragraph. (3): "The Tribunal, once formed, may recommend interim relief measures pending its final determination."

14. Article 20:

Amend to read in its entirety as follows: "If, after entry into force of this Agreement, both Parties become Party to a multilateral agreement that addresses matters covered by this Agreement, they shall consult to determine whether this Agreement should be revised to take into account the multilateral agreement."

### **15. Annex I:**

Amend Section 1 to read in its entirety as follows,

"Section 1

Airlines of each Party designated under this Annex shall, in accordance with the terms of their designation, be entitled to perform scheduled international air transportation between points on the following routes:

"A. Routes for the airline or airlines designated by the government of the United States of America::

From points behind the United States via the United States and intermediate points to a point or points in Belgium and beyond.

B. Routes for the airline or airlines designated by the government of Belgium:

From points behind Belgium via Belgium and intermediate points to a point or points in the United States and beyond."

Amend Section 2 in its entirety to read as follows:

"Section 2 Operational flexibility

Each designated airline may, on any or all flights and at its option:

1. Operate flights in either or both directions;
2. Combine different flight numbers within one aircraft operation;

3. Serve. points on the routes in any combination and in-any order (which may include serving. intermediate points as beyond points and beyond points as intermediate points);
4. Omit stops at any point or points;
5. Transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes; and
6. Serve points behind any point in its territory with or without change of aircraft or flight number and may hold out and. advertise such services to the public as through services:

Without directional or geographical limitation and without loss of any right to carry traffic otherwise permissible under this Agreement; provided that the service serves a point in the territory of, the Party designating the airline."

Amend Section 3 in its entirety to read as follows:

"Section 3 Change of Gauge

On any segment or segments of the routes above, any designated airline may perform international. air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated:.

provided that, in the outbound direction, the transportation beyond such point is a continuation of the transportation from the territory of the Party that has designated the airline and, in the inbound-direction, the transportation to the territory of the Party that has designated the airline is a continuation of the transportation from beyond such point."

Delete Section 4.

## **16. Annex II:**

Amend Sections 1 and 2 to read in their entirety as follows:

"Section 1

The designated airlines of each Party shall have the right to carry international charter traffic in passengers (and their accompanying baggage) and/or cargo between any point or points in one Party via intermediate points to any point or points. in the other Party and beyond, provided that the service must serve a point in the territory of the Party designating the airline.

In. the performance of service covered by this Annex, the airlines of one Party shall also have the right: (1) to make stopovers at any points whether within or outside the territory of either Party; (2) to carry traffic through the other Party's territory; (3) to combine on the same aircraft traffic originating. in one Party's-territory with traffic originating in the.

other Party's territory: (4): to combine on the same aircraft traffic originating at or destined for a point or points behind a point in its territory with U.S. - Belgium traffic:- and (5) to combine on the same aircraft traffic originating at or destined for an intermediate point or points or traffic originating at or destined for a point or points beyond the territory of either Party with U.S - Belgium traffic:

Each Party shall extend favorable consideration to applications by the designated airlines of the other Party to carry traffic not covered by this Annex on the basis of comity and reciprocity.

## Section 2

Any airline designated by either Party performing international charter air transportation originating in the territory of either Party shall have the option of complying with the charter laws, regulations and rules of either its homeland or of the other Party. If a Party applies different rules, regulations, terms, conditions or limitations to one or more of its airlines, ore to airlines of different countries, each. designated airline shall be subject to the least restrictive criteria. However, nothing in this paragraph shall limit the rights of one Party to require airlines designated under this Annex by the other Party to adhere to requirements relating to the .protection of passenger funds and passenger cancellation and refund rights."

Add to the beginning of Section -3 the following: "Except with respect to the consumer protection rules referred to in the preceding paragraph above,..."

17. Where additions are made, it is assumed that the Parties will renumber paragraphs and subparagraphs and repunctuate appropriately.

If these proposals. are acceptable to- the Government of Belgium, I have the further honor to propose that this note and Your Excellency's note in reply shall constitute an agreement between our two governments, which shall be provisionally applicable from. the date of Your Excellency's note and shall enter into force following written notification through the diplomatic channel by each Party that it has complied with the procedure required by its legislation.

Accept,. Excellency, the renewed assurances of my highest consideration." UNQUOTE

I. have the honor to inform You that these proposals for the amendment. of the 1980-Air Transport Agreement between the United States and Belgium are-acceptable, to the Government of Belgium and. that this note and Your above-referenced note shall: constitute an agreement between our two Governments, which shall be provisionally applicable from the date of this note and shall enter into force following written notification through the diplomatic channel by each Party that it has complied with the procedure required by its legislation.

Accept, Dear Mr. Secretary, the renewed assurances of my highest consideration.

Patrick van Haute  
Charge d'Affaires of Belgium

The Honorable Warren Christopher  
Secretary of State  
Washington, D.C.