Vlaamse Regering

6182 1/3

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

DE VLAAMSE REGERING,

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

Na beraadslaging,

BESLUIT:

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

Artikel 1. Dit decreet regelt een gewestaangelegenheid.

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

Brussel,

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

Geert BOURGEOIS

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

Ben WEYTS

ONTWERP VAN

MEMORIE VAN TOELICHTING

I. ALGEMENE TOELICHTING

1. Samenvatting

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

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

2. Situering

Algemeen

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

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

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

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

Vlaamse bevoegdheden

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

Anderzijds zijn er bepalingen die betrekking hebben op gewestelijke bevoegdheden.

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

Artikel 15 'grondafhandeling' bevat een verbod op discriminatie. In het Vlaamse Gewest wordt de bevoegdheid tot grondafhandeling geregeld door het Besluit van de Vlaamse Regering van 17 december 1999 betreffende de toegang tot de grondafhandelingsmarkt op de Vlaamse regionale luchthavens. Dit besluit is een omzetting van de Europese richtlijn 96/67/EG.

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

3. Inhoud

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

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

4. Procedureverloop

4.1. Gemengd karakter en ondertekening

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

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

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

4.2. Advies van de Mobiliteitsraad van Vlaanderen

(p.m.)

4.3. Advies van de Raad van State, afdeling Wetgeving

(p.m.)

II. TOELICHTING BIJ DE ARTIKELEN

In artikel 1 worden enkele definities weergegeven.

Artikel 2 betreft de toepasbaarheid van de conventie van Chicago.

Overeenkomstig artikel 3 verlenen de partijen elkaar de volgende rechten voor het uitvoeren van internationale luchtdiensten door de respectieve aangewezen luchtvaartmaatschappijen:

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

Artikel 4 betreft de aanwijzing voor het exploiteren van diensten. Elke luchtvaartmaatschappij moet beantwoorden aan de voorwaarden vastgelegd in de wetten en regels die normaal toegepast worden door de bevoegde overheid (artikel 5). In bepaalde gevallen kunnen de bevoegde overheden een exploitatievergunning weigeren, intrekken, opschorten of beperken (artikel 6).

Luchtvaartmaatschappijen moeten de toepasselijke wetten en regels inzake het binnenkomen of verlaten van het grondgebied of inzake de exploitatie en navigatie van luchtvaartuigen naleven (artikel 7).

Artikel 10 behandelt de bewijzen en vergunningen. Artikelen 11 en 12 betreffen de veiligheid en beveiliging van de luchtvaart. De partijen beschermen de beveiliging van de burgerluchtvaart tegen wederrechtelijke gedragingen. Deze verplichting maakt integraal deel uit van de overeenkomst.

Gebruikersheffingen op luchthavens, luchthavenvoorzieningen en -diensten moeten kostengerelateerd en niet discriminerend zijn (artikel 13). De luchtvaartmaatschappijen hebben het recht hun grondafhandeling te regelen en, samen te werken met andere transportdiensten (artikel 15).

De overige artikelen betreffen de beginselen inzake de exploitatie van overeengekomen diensten (artikel 8), uurroosters (artikel 9), douane en accijnzen (artikel 14), de verandering van vliegtuigtype en gedeelde codes (artikel 16), de tarieven (artikel 17), het personeel (artikel 18) en de verkoop en inkomsten (artikel 19).

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

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

Geert BOURGEOIS

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

Ben WEYTS

Annex 2

AIR TRANSPORT AGREEMENT

BETWEEN

THE GOVERNMENT OF

THE KINGDOM OF BELGIUM

AND

THE GOVERNMENT OF

THE SULTANATE OF OMAN

AIR TRANSPORT AGREEMENT

BETWEEN

THE GOVERNMENT OF THE KINGDOM OF BELGIUM

AND

THE GOVERNMENT OF THE SULTANATE OF OMAN

Hereinafter referred to as the "Contracting Parties";

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

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

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

Have agreed as follows:

ARTICLE 1

DEFINITIONS

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

a) the term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the annexes or of the Convention under Articles 90 and 94 thereof, so far as those Annexes and amendments have been adopted or ratified by both Contracting Parties;

b) the term "Agreement" means this Agreement, the Annex attached thereto, and any modifications to the Agreement or to the Annex;

c) the term "aeronautical authorities" means: in the case of Belgium, The Federal Public Service Mobility and Transport, and in the case of the Sultanate of Oman, the Public Authority for Civil Aviation or, in both cases, any other authority or person empowered to perform the functions now exercised by the said authorities;

d) the term "territory" has the meaning assigned to it in Article 2 of the Convention;

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

f) the term "designated airline" means any airline which has been designated and authorised in accordance with Articles 4 and 5 of this Agreement;

g) the term "agreed services" means scheduled international air services on the route(s) specified in the Annex to this Agreement for the transport of passengers, cargo and mail, separately or in combination;

h) the term "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail;

i) the term "change of gauge" means the operation of one of the agreed services by a designated airline in such a way that one section of the route is flown by aircraft different in capacity from those used on another section;

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

k) the term "nationals of the Kingdom of Belgium" shall be understood as referring to nationals of Member States of the European Union (EU) or the European Free Trade Association (EFTA);

l) the term "airlines of the Kingdom of Belgium" shall be understood as referring to airlines designated by the Kingdom of Belgium.

m) the term "EU Member State" means Member States of the European Union;

n) the term "EFTA Countries" means Member States of the European Free Trade Association: the Republic of Iceland, the Principality of Liechtenstein, the Kingdom of Norway (being Parties to the Agreement on the European Economic Area), the Swiss Confederation (under the Agreement between the European Community and the Swiss Confederation on Air Transport);

o) the term "EU treaties" shall be understood as referring to the Treaty on European Union and the Treaty on the Functioning of the European Union.

p) the term "route schedule" means the schedule of routes annexed to this Agreement and any amendments thereto as agreed in accordance with the provisions of Article 23 of this Agreement.

ARTICLE 2

APPLICABILITY OF THE CHICAGO CONVENTION

In implementing this Agreement, the Contracting Parties shall act in conformity with the provisions of the Convention insofar as those provisions are applicable to international air services.

ARTICLE 3

GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Route Schedule.

2. Subject to the provisions of this Agreement, the airline(s) designated by each Contracting Party shall enjoy the following rights:

   a) To fly without landing across the territory of the other Contracting Party;

   b) To make stops in the territory of the other Contracting Party for non-traffic purposes; and

   c) To make stops in the territory of the other Contracting Party at the points on the route(s) specified in the Route Schedule annexed to this Agreement for the purpose of taking on board and discharging international traffic in passengers, cargo and mail, separately or in combination.

3. Nothing in the provisions of paragraph 2 shall be deemed to confer on the airline of one Contracting Party the right to take on board, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of the other Contracting Party.

4. The airlines of each Contracting Party, other than those designated under Article 4 (Designation) and Article 5 (Authorisation) of this Agreement shall also enjoy the rights specified in paragraphs 2 a) and b) of this Article.

ARTICLE 4

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 5

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 the Government of the Kingdom of Belgium:

i. it is established in the territory of the Kingdom of Belgium under the EU Treaties and has a valid Operating Licence in accordance with European Union law; and

ii. effective regulatory control of the airline is exercised and maintained by the European Union Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation; and

iii. the airline is owned directly or through majority ownership and it is effectively controlled by Member States of the European Union or the European Free Trade Association and/or by nationals of such states.

b) in the case of an airline designated by the Government of the Sultanate of Oman:

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

ii. the Sultanate of Oman is exercising and maintaining effective regulatory control of the airline and is responsible for issuing its Air Operator's Certificate; and

iii. the airline is owned directly or through majority ownership and is effectively controlled by the Sultanate of Oman and/or by its nationals.

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 17 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 6

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 5 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 prove 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 the Government of the Kingdom of Belgium:

      i. if it is not established in the territory of the Kingdom of Belgium under the EU Treaties or does not have a valid Operating Licence in accordance with European Union law; or

      ii. effective regulatory control of the airline is not exercised or not maintained by the European Union Member State responsible for issuing its Air Operator's Certificate or the relevant aeronautical authority is not clearly identified in the designation; or

      iii. the airline is not owned, directly or through majority ownership, or it is not effectively controlled by Member States of the European Union or the European Free Trade Association and /or by nationals of such states.

   e) in the case of an airline designated by the Government of the Sultanate of Oman:

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

ii. the Sultanate of Oman is not exercising or not maintaining effective regulatory control of the airline or the Sultanate of Oman is not responsible for issuing its Air Operator's Certificate; or

iii. the airline is not owned, directly or through majority ownership, or it is not effectively controlled by the Sultanate of Oman and/or by its nationals.

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 21 of this Agreement.

ARTICLE 7

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;

3. Passengers, baggage and cargo including mail in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such a purpose shall be subject to no more than a simplified control, except in respect of security measures against the threat of unlawful interference, such as violence and air piracy and occasional measures for the combat of illicit drug traffic.
This provision shall not apply if a passenger is in transit to a destination situated in a State, Party to the Convention in pursuance of the Schengen Agreement of 14 June 1985.

4. Neither 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 8

PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

1. The Contracting Parties acknowledge that it is their joint objective to have a fair and competitive environment and fair and equal opportunity for the airlines of both Contracting Parties to compete in operating the agreed services on the specified routes. Therefore, the Contracting Parties shall take all appropriate measures to ensure the full enforcement of this objective.

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.

ARTICLE 9

TIMETABLES

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 10

CERTIFICATES AND LICENCES

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

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

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

   Failure to reach a satisfactory agreement in matters regarding flight safety will constitute grounds for the application of Article 6 of this Agreement.

ARTICLE 11

AVIATION SAFETY

1. 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.

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least 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 6 of this Agreement (revocation, suspension and variation of operating authorisations).

3. 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.

4. 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 tot the Chicago Convention.

5. 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 3 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 4 above arise and draw the conclusions referred in that paragraph.

6. 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.

7. Any action by one Contracting Party in accordance with paragraphs 2 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist.

8. Where the Kingdom of Belgium has designated an air carrier whose regulatory control is exercised and maintained by another EU Member State, the rights of the Sultanate of Oman under the safety provisions of the agreement between the Kingdom of Belgium and the Sultanate of Oman shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other EU Member State and in respect of the operating authorisation of that air carrier.

ARTICLE 12

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 of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, the Convention on the Marketing of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991 and any other multilateral agreement governing civil aviation security binding upon the Contracting Parties.

4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organisation and designated as annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Parties; they shall require that operators of aircraft of their registry or operators who have their principal place of business or permanent residence in the territory of the Contracting Parties or, in the case of the Kingdom of Belgium, operators of aircraft which are established in its territory under the EU Treaties and have valid Operating Licences in accordance with European Union Law, and the operators of airports in their territory act in conformity with such aviation security provisions.

5. Each Contracting Party agrees that its operators of aircraft shall be required to observe, for departure from or while within the territory of the other Contracting Party, aviation security provisions in conformity with the law in force in that country, including, in the case of the Kingdom of Belgium, European Union law. Each Contracting Party agrees to take adequate measures to inspect passengers, crew, their carry-on items as well as cargo prior to boarding or

loading. Each Contracting Party shall also give positive consideration to any request from the other Contracting Party for special security measures for its aircraft or passengers to meet a particular threat.

6. When an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of passengers, crew, aircraft, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

7. Should a Contracting Party depart from the aviation security provisions of this article, the aeronautical authorities of the other Contracting Party may request immediate consultations with the aeronautical authorities of that Party. Failure to reach a satisfactory agreement within thirty (30) days will constitute grounds for application of Article 6 of this Agreement.

ARTICLE 13

USER CHARGES

1. The charges imposed in the territory of one Contracting Party on the designated airlines of the other Contracting Party for the use of airports and other aviation facilities by the aircraft of the designated airlines of the other Contracting Party shall not be higher than those imposed on a national airline of the first Contracting Party engaged in similar international services.

2. Each Contracting Party shall encourage consultations between its competent charging authorities and the designated airlines using the facilities and services, where practicable, through the airlines'representative organisations. Reasonable notice should be given of any proposal for changes in user charges to enable them to express their views before changes are made.

ARTICLE 14

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 (of which ground and communications equipment for use at the airport), 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 uniforms, 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, cargo and mail 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.

6. However, nothing in this Agreement shall prevent the Kingdom of Belgium from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied on its territory for use in an aircraft of a designated air carrier of the Sultanate of Oman that operates between a point in the territory of the Kingdom of Belgium and another point in the territory of the Kingdom of Belgium or in the territory of another European Union Member State.

ARTICLE 15

GROUND HANDLING PROVISIONS

Subject to the laws and regulations of each Contracting Party including, in the case of the Kingdom of Belgium, European Union law, each designated airline shall have in the territory of the other Contracting Party the right to perform its own ground handling ("self-handling") or, at its option, the right to select among competing suppliers that provide for ground handling services in whole or in part.
Where such laws and regulations limit or preclude self-handling and where there is no effective competition between suppliers that provide ground handling services, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

ARTICLE 16

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 provided that only one flight may be operated out of that point.

2. In operating or holding out the agreed services, any air carrier of a Party may enter into cooperative marketing arrangements, such as code-sharing or any commercial arrangements with:

   (a) any air carrier or carriers of the Parties; and

   (b) any air carrier or carriers of a third country;

   provided that (i) the operating carrier holds the appropriate traffic rights and (ii) the marketing carriers hold the appropriate underlying route and traffic rights and (iii) the arrangements meet the requirements relating to safety and competition normally applied to such arrangements.

   In respect of passenger transport sold involving codeshares, the purchaser shall be informed at the point of sale, or in any case before boarding, which transport providers will operate each sector of the service.

ARTICLE 17

TARIFFS

1. Each Contracting Party may require notification or filing of any tariff to be charged by its own designated airline or airlines. Neither Contracting Party shall require notification or filing of any tariff to be charged by the designated airline or airlines of the other Contracting Party. Tariffs may remain in effect unless subsequently disapproved under paragraphs 3 or 4 of this Article.

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

   i. the protection of consumers from tariffs that are excessive due to the abuse of market power;
   ii. the prevention of tariffs whose application constitutes anticompetitive 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.

3. Each Contracting Party may unilaterally disallow any tariff filed or charged by one of its own designated airlines. However, such intervention shall be made only if it appears to the aeronautical authority of that Contracting Party that a tariff charged or proposed to be charged meets either of the criteria set out in paragraph 2 of this Article.

4. Neither Contracting Party shall take unilateral action to prevent the coming into effect or continuation of a tariff charged or proposed to be charged by an airline of the other Contracting Party. If one Contracting Party believes that any such tariff is inconsistent with the considerations set out in paragraph 3 of this article, it may request consultations and notify the other Contracting Party of the reasons for its dissatisfaction. These consultations shall be held not later than 14 days after receipt of the request. Without mutual agreement the tariff shall take effect or continue to be in effect.

5. Notwithstanding the paragraphs of this Article, the tariffs to be charged by the designated airline(s) of the Sultanate of Oman for carriage wholly within the European Union shall be subject to European Union law.

ARTICLE 18

STAFF REQUIREMENTS

1. The designated airlines of one Contracting Party shall be allowed on the basis of reciprocity, to maintain in the territory of the other Contracting Party their representatives and commercial, operational and technical staff as required in connection with the operation of the agreed services.

2. These staff requirements may, at the option of the designated airlines, be satisfied by their own personnel of any nationality or by using the services of any other organisation, company or airline operating in the territory of the other Contracting Party and authorised to perform such services in the territory of that Contracting Party.

3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party. Consistent with such law and regulations, each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary work permits, employment visas or other similar documents to the representatives and staff referred to in paragraph 1 of this article.

4. To the extent permitted under national law, both Contracting Parties shall dispense with the requirement of work permits or employment visas or other similar documents for personnel performing certain temporary services and duties.

ARTICLE 19

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 an Agreement for the avoidance of double taxation providing for a similar exemption is in force between the Contracting Parties.

ARTICLE 20

EXCHANGE OF INFORMATION

1. The aeronautical authorities of both Contracting Parties shall exchange information, as promptly as possible, concerning the current authorisations extended to their respective designated airlines to render service to, through, and from the territory of the other Contracting Party. This will include copies of current certificates and authorisations for services on specified routes, together with amendments, exemption orders and authorised service patterns.

2. Each Contracting Party shall cause its designated airlines to provide to the aeronautical authorities of the other Contracting Party, as long in advance as practicable, copies of tariffs, schedules, including any modification 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 upon request, such periodic or other statements of data as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services.

   Such statements shall include all information required to determine the amount of traffic carried by those designated airlines on the agreed services and the origins and destinations of such traffic.

ARTICLE 21

CONSULTATIONS

1. The aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring close co-operation in all matters affecting the implementation of, and satisfactory compliance with, the provisions of this Agreement and of its Annex.

2. Such consultations shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise agreed by the Contracting Parties.

ARTICLE 22

SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour 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 6 of this Agreement.

5. The expenses of the arbitral tribunal shall be shared equally between the Contracting Parties.

ARTICLE 23

MODIFICATIONS

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may request consultations with the other Contracting Party. Such consultations, which may be between aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days from the date of the request.

2. If a general multilateral air convention comes into force in respect of both Contracting Parties, the provisions of such convention shall prevail. Consultations in accordance with paragraph 1 of this article may be held with a view to determining the extent to which this Agreement is affected by the provisions of the multilateral convention.

3. Any modification agreed pursuant to such consultations shall come into force when it has been confirmed by an exchange of diplomatic notes.

4. The Contracting Parties agree that the Route Schedule in the Annex can be modified after agreement between the Aeronautical Authorities through an administrative arrangement.

ARTICLE 24

TERMINATION

1. Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement.

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

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

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

ARTICLE 25

REGISTRATION

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

ARTICLE 26

ENTRY INTO FORCE

Each of the Contracting Parties shall notify the other Contracting Party through the diplomatic channel of the completion of its constitutional or legal 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.

This Agreement is drawn in duplicate in the Arabic, French, Dutch and English languages, all originals being equally authentic. In case of divergence of interpretation the English text shall prevail. Each Party retains one copy for implementation.

Done at ..... on this ..... day of ..... in the year .....

FOR THE GOVERNMENT OF THE KINGDOM OF BELGIUM:

FOR THE GOVERNMENT OF THE SULTANATE OF OMAN

ANNEX

SCHEDULE OF ROUTES

1. Routes of the Sultanate of Oman

Points of departure	Intermediate points	Points in Belgium	Points beyond
Points in the Sultanate of Oman	Any points	Any points	Any points

2. Routes of the Kingdom of Belgium

Points of departure	Intermediate points	Points in the Sultanate of Oman	Points beyond
Points in Belgium	Any points	Any points	Any points

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

FAIR COMPETITION Annex 3

1. The Contracting Parties acknowledge that it is their joint objective to have a fair and competitive environment and fair and equal opportunity for the airlines of both Contracting Parties to compete in operating the agreed services on the specified routes. Therefore, the Contracting Parties shall take all appropriate measures to ensure the full enforcement of this objective.

2. The Contracting Parties assert that free, fair and undistorted competition is important to promote the objectives of this Agreement and note that the existence of comprehensive competition laws and of an independent competition authority as well as the sound and effective enforcement of their respective competition laws are important for the efficient provision of air transport services. The competition laws of each Contracting Party addressing the issues covered by this Article, as amended from time to time, shall apply to the operation of the air carriers within the jurisdiction of the respective Contracting Party. The Contracting Parties share the objectives of compatibility and convergence of Competition law and of its effective application. They will cooperate as appropriate and where relevant on the effective application of competition law, including by allowing the disclosure, by their respective airline(s) or other nationals, in accordance with their respective rules and jurisprudence, by their respective airline(s) or other nationals of information pertinent to a competition law action by the competition authorities of each other.

3. Nothing in this Agreement shall affect, limit or jeopardise in any way the authority and powers of the relevant competition authorities and courts of either Contracting Party (and of the European Commission), and all matters relating to the enforcement of competition law shall continue to fall under the exclusive competence of those authorities and courts. Therefore, any action taken pursuant to this Article by a Contracting Party shall be without prejudice to any possible actions taken by those authorities and courts.

4. Any action taken pursuant to this Article shall fall under the exclusive responsibility of the Contracting Parties and shall be exclusively directed towards the other Contracting Party and/or to airline(s) providing air transport services to/from the Contracting Parties. Such action shall not be subject to the dispute settlement procedure foreseen in Article 22 of this Agreement.

Unfair competition

5. Each Contracting Party shall eliminate all forms of discrimination or unfair practices which would adversely affect the fair and equal opportunity of the airlines of the other Contracting Party to compete in providing air transport services.

Public subsidies and support

6. Neither Contracting Party shall provide or permit public subsidies or support to their respective airlines if these subsidies or support would significantly and adversely affect, in an unjustified way, the fair and equal opportunity of the airlines of the other Contracting Party to compete in providing air transport

services. Such public subsidies or support may include, but are not limited to: cross-subsidisation; the setting-off of operational losses; the provision of capital; grants; guarantees; loans or insurance on privileged terms; protection from bankruptcy; foregoing the recovery of amounts due; foregoing a normal return on public funds invested; tax relief or tax exemptions; compensation for financial burdens imposed by public authorities; and access on a discriminatory or non-commercial basis to air navigation or airport facilities and services, fuel, ground handling, security, computer reservation systems, slot allocation or other related facilities and services necessary for the operation of air services.

7. When a Contracting Party provides public subsidies or support in the sense of paragraph 6 above to an airline, it shall ensure the transparency of such a measure through any appropriate means, which may include requiring that the airline identifies the subsidy or support clearly and separately in its accounts.

8. Each Contracting Party shall, at the request of the other Contracting Party, provide to the other Contracting Party within a reasonable time, financial reports relating to the entities under the jurisdiction of the first Contracting Party, and any other such information that may be reasonably requested by the other Contracting Party to ensure that the provisions of this Article are being complied with. This may include detailed information relating to subsidies or support in the sense of paragraph 6 above. The submission of such information may be subject to confidential treatment by the Contracting Party requesting access to the information.

9. Without prejudice to any action undertaken by the relevant competition authority and/or court for the enforcement of the rules referred to in paragraphs 5 and 6:

   (a) if one Contracting Party finds that an airline is being subject to discrimination or unfair practices in the sense of paragraphs 5 or 6 above and that this can be substantiated, it may submit observations in writing to the other Contracting Party. After informing the other Contracting Party, a Contracting Party may also approach responsible government entities in the territory of the other Contracting Party, including entities at the central, regional, provincial or local level to discuss matters relating to this Article. Moreover, a Contracting Party may request consultations on this matter with the other Contracting Party with a view to solving the problem. Such consultations shall start within a period of thirty (30) days of the receipt of the request. In the meantime, the Contracting Parties shall exchange sufficient information to enable a full examination of the concern expressed by one of the Contracting Parties;

   (b) if the Contracting Parties fail to reach a resolution of the matter through consultations within thirty (30) days from the start of consultations or

consultations do not start within a period of thirty (30) days of the receipt of the request concerning an alleged violation of paragraphs 5 or 6 above, the Contracting Party which requested the consultation shall have the right to suspend the exercise of the rights specified in this Agreement by the airline(s) of the other Contracting Party by refusing, withholding, revoking or suspending the operating authorisation, or to impose such conditions as it may deem necessary on the exercise of such rights, or impose duties or take other actions. Any action taken pursuant to this paragraph shall be appropriate, proportionate and restricted, with regard to scope and duration, to what is strictly necessary.

Antitrust

10. Each Contracting Party shall effectively apply antitrust laws in accordance with paragraph 2, and shall prohibit airline(s):

(a) in conjunction with any other airline(s) to enter into agreements, take decisions or engage in concerted practices which may affect air transport services to/from that Contracting Party and which have as their object or effect the prevention, restriction or distortion of competition. This prohibition may be declared inapplicable where such agreements, decisions or practices contribute to improving the production or distribution of services or to promoting technical or economic progress, while allowing consumers a fair share of the resulting benefit, and do not: (i) impose on the airlines concerned restrictions which are not indispensable to the attainment of these objectives; (ii) afford such airlines the possibility of eliminating competition in respect of a substantial part of the services in question, and

(b) to abuse a dominant position in a way which may affect air transport services to/from that Contracting Party.

11. Each Contracting Party shall entrust the enforcement of the antitrust rules referred to in paragraph 10 above exclusively to its relevant and independent competition authority and/or court.

12. Without prejudice to any action undertaken by the relevant competition authority and/or court for the enforcement of the rules referred to in paragraph 10, if one Contracting Party finds that an airline suffers from an alleged violation of paragraph 10 above and that this can be substantiated, it may submit observations in writing to the other Contracting Party. After informing the other Contracting Party, a Contracting Party may also approach the responsible government entities in the territory of the other Contracting Party, including entities at the central, regional, provincial or local level to discuss matters relating to this Article. Moreover, a Contracting Party may request

consultations on this matter with the other Contracting Party with a view to solving the problem. Such consultations shall start within a period of thirty (30) days of the receipt of the request. In the meantime, the Contracting Parties shall exchange sufficient information to enable a full examination of the concern expressed by one of the Contracting Parties.

13. If the Contracting Parties fail to reach a resolution of the matter through consultations within thirty (30) days from the start of consultations or consultations do not start within a period of thirty (30) days of the receipt of the request concerning an alleged violation of paragraph 10, and provided the relevant competent competition authority or court has found an antitrust violation, the Contracting Party which requested the consultation shall have the right to suspend the exercise of the rights specified in this Agreement by the airline(s) of the other Contracting Party by refusing, withholding, revoking or suspending the operating authorisation, or to impose such conditions as it may deem necessary on the exercise of such rights, or impose duties or take other actions. Any action taken pursuant to this paragraph shall be appropriate, proportionate and restricted with regard to scope and duration to what is strictly necessary.