AIR SERVICES AGREEMENT
BETWEEN
THE ARGENTINE REPUBLIC
AND
THE KINGDOM OF THE NETHERLANDS
PREAMBLE

The Argentine Republic

and

the Kingdom of the Netherlands,

hereinafter referred to as “the Parties”;

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

Desiring to contribute to the progress of international aviation;

Desiring to guarantee the highest level of safety and security in International Air Service;

Desiring to conclude an Air Services Agreement between the Argentine Republic and the Kingdom of the Netherlands;

Have agreed as follows:
CHAPTER I
Introduction

Article 1
Definitions

1. For the purpose of this Agreement:

a. the term “Aeronautical Authorities” means for the Kingdom of the Netherlands, the Minister of Infrastructure and the Environment; for the Argentine Republic, the Ministry of Transportation and the National Civil Aviation Administration; or, in either case, any person or body authorized to perform any functions at present exercised by the said Authorities;

b. the terms "Agreed Service" and "Specified Route" mean International Air Service pursuant to this Agreement and the route specified in the Annex to this Agreement respectively;

c. the term "Agreement" means this Agreement, its Annex drawn up in application thereof, as well as any amendment to the Agreement or the Annex;

d. the terms "Air Service", "International Air Service", "Airline" shall have the meaning respectively assigned to them in Article 96 of the Convention;

e. the term "Change of Aircraft" means the operation of one of the Agreed Services by a Designated Airline in such a way that one or more sectors of the Specified Route are flown by different aircraft;

f. the term “the Convention” means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes any Annex adopted under Article 90 of the Convention and any amendment of the Annexes or the Convention under Articles 90 and 94 thereof, insofar as those Annexes and amendments have become effective for, or been ratified by both Parties;

g. the term "Designated Airline" means the Airline which has been designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement;

h. the term "Stores" means articles of a readily consumable nature for use or sale on board an aircraft during flight including commissary supplies;

i. the term "Price" means any fare, rate or charge for the carriage of passengers, baggage and/or cargo (excluding mail) in Air Services charged by Airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;

j. the term "Territory" in relation to either Party has the meaning assigned to it in Article 2 of the Convention;
k. the term “User Charge” means a charge imposed on Airlines for the provision of airport, air navigation, or aviation security facilities or services including related services and facilities;

l. the term "Capacity" means the amount(s) of services provided under this Agreement, usually measured in the number of frequencies or seats or tons of cargo offered in a market (city pair or country-to-country) or on a route during a specific period, such as daily, weekly, seasonally or annually;

m. the term “EU Member State” means a state that is now or in the future a Party to the Treaty on the European Union and the Treaty on the functioning of the European Union;

n. the term “Caribbean part of the Netherlands” means the islands of Bonaire, Sint Eustatius and Saba;

o. the term “the Netherlands” means
   i. the European part of the Netherlands; and
   ii. the Caribbean part of the Netherlands;

p. the term “residents of the Caribbean part of the Netherlands” means residents with the nationality of the Kingdom of the Netherlands originated from the Caribbean part of the Netherlands.

2. The applicable legislation for the European part of the Netherlands includes applicable legislation of the European Union.
CHAPTER II
Objectives

Article 2
Grant of Rights

1. Each Party grants to the other Party, except as otherwise specified in the Annex, the following rights for the conduct of International Air Services by the Designated Airline(s) of the other Party:

   a. the right to fly across its Territory without landing;

   b. the right to make stops in its Territory for non-commercial traffic purposes; and

   c. while operating an Agreed Service on a Specified Route, the right to make stops in its Territory for the purposes of taking up and discharging international traffic in passengers, baggage, cargo and mail, separately or in combination.

2. Nothing in paragraph 1 of this Article shall be deemed to grant the right for one Party's Airline(s) to participate in Air Services between points in the Territory of the other Party (cabotage).

Article 3
Designation and Authorization

1. Either Party shall have the right, by written notification through diplomatic channels to the other Party, to designate one or more Airlines to operate International Air Services on the routes specified in the Annex and to substitute another Airline for an Airline previously designated.

2. Upon receipt of such a notification, each Party shall, without delay, grant to the Airline(s) so designated by the other Party the appropriate operating authorizations subject to the provisions of this Article, unless it is not satisfied that:

   a. in the case of an Airline in the European part of the Netherlands designated by the Kingdom of the Netherlands:

      i. the Airline is established in the Territory of the Kingdom of the Netherlands under the European Union 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 EU 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 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 in the Caribbean part of the Netherlands designated by the Kingdom of the Netherlands:

i. the Airline is established in the Caribbean part of the Netherlands and has a valid operating license in accordance with the appropriate legislation for the Caribbean part of the Netherlands; and

ii. effective regulatory control of the Airline is exercised and maintained by the Netherlands; and

iii. the Airline is owned, directly or through majority ownership, and is effectively controlled by residents of the Caribbean part of the Netherlands with Dutch nationality;

c. in the case of an Airline designated by the Argentine Republic:

i. the Airline is established in the Territory of the Argentine Republic and has a valid Operating Licence in accordance with applicable law of the Argentine Republic; and

ii. effective regulatory control of the Airline is exercised and maintained by the Argentine Republic; and

iii. the Airline is owned, directly or through majority ownership, and it is effectively controlled by the Argentine Republic and/or by nationals of the Argentine Republic;

and that:

d. the standards set forth in Article 14 (Safety) and Article 15 (Aviation Security) of this Agreement are being maintained and administered;

e. the Designated Airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operations of International Air Services by the Party considering the application or applications.

3. Upon receipt of the operating authorization of paragraph 2 of this Article, the Designated Airline(s) may at any time begin to operate the Agreed Services, in part or in whole, provided that it complies with the provisions of this Agreement.

4. The Aeronautical Authorities of one Party may require an Airline designated by the other Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operations of International Air Service by such authorities, in conformity with the provisions of the Convention.
Article 4
Revocation and Suspension of Authorization

1. Each Party shall have the right to withhold, revoke, suspend or limit the operating authorizations of an Airline designated by the other Party:

a. in the case of an Airline in the European part of the Netherlands designated by the Kingdom of the Netherlands:

   i. the Airline is not established in the Territory of the Kingdom of the Netherlands under European Union 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 EU 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 is not 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 in the Caribbean part of the Netherlands designated by the Kingdom of the Netherlands:

   i. the Airline is not established in the Caribbean part of the Netherlands and does not have a valid operating license in accordance with the appropriate legislation for the Caribbean part of the Netherlands; or
   ii. effective regulatory control of the Airline is not exercised or maintained by the Netherlands; or
   iii. the Airline is not owned, directly or through majority ownership, or is not effectively controlled by residents of the Caribbean part of the Netherlands with Dutch nationality;

c. in the case of an Airline designated by the Argentine Republic:

   i. the Airline is not established in the Territory of the Argentine Republic or has no valid operating licence in accordance with applicable law of the Argentine Republic; or
   ii. effective regulatory control of the Airline is not exercised or not maintained by the Argentine Republic; or
   iii. the Airline is not owned, directly or through majority ownership, or is not effectively controlled by the Argentine Republic and/or by nationals of the Argentine Republic;

d. in case the Airline has failed to comply with the laws and regulations referred to in Article 12 (Application of Laws, Regulations and Procedures) of this Agreement;
e. in case the standards set forth in Article 14 (Safety) and 15 (Aviation Security) of this Agreement are not being maintained and administered;

f. in the event of failure by such Airline to qualify before the Aeronautical Authorities of the Party assessing the authorization, under the laws and regulations normally and reasonably applied to the operation of International Air Services by these Authorities in conformity with the Convention;

g. in case the Airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate action is essential to prevent further non-compliance with paragraph 1 of this Article, the rights established by this Article shall be exercised only after consultation with the other Party. Unless otherwise agreed by the Parties, such consultations shall begin within a period of sixty (60) days from the date of receipt of the request.

3. This Article does not limit the rights of either Party to withhold, suspend, revoke, limit or impose conditions on the operating authorization of an Airline or Airlines of the other Party in accordance with the provisions of Article 15 (Aviation Security) of this Agreement.

CHAPTER III
Commercial Provisions

Article 5
Prices

1. Each Party shall allow Prices for Air Services 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 unreasonably discriminatory Prices or practices;

b. protection of consumers from Prices that are unreasonably high or restrictive due to the abuse of a dominant position; and

c. protection of Airlines from Prices that are artificially low due to direct or indirect governmental subsidy or support.

2. Neither Party may require notification to or filing with its Aeronautical Authorities of Prices to be charged to or from its Territory by Airlines of the other Party. In the case that one Party has reason to believe that an Airline of either Party is involved in the practices described in paragraph 1a, 1b, or 1c of this Article, it can require the notification or the filing of the Prices, as well as additional information in order to solve the case.
3. Neither Party shall take unilateral action to prevent the inauguration or continuation of a Price proposed to be charged or charged by (i) an Airline of either Party for International Air Services between the territories of the Parties, or (ii) an Airline of one Party for International Air Services between the Territory of the other Party and any other country, including in both cases transportation on an interline or intraline basis.

4. 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 in conformity with Article 17 (Consultation and Amendment) of this Agreement and notify the other Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than thirty (30) days after receipt of the request, and the Parties shall co-operate 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 such mutual agreement, the Price shall take effect or continue to be in effect.

Article 6
Commercial Activities

1. The Designated Airline(s) of each Party shall be allowed:
   
a. to establish in the Territory of the other Party offices for the promotion and sale of Air Services and ancillary or supplemental services (including the right to sell and to issue any ticket and/or air waybill, both its own tickets and/or air waybills and of any other Airline) as well as other facilities required for the provision of Air Services;
   
b. in the Territory of the other Party to engage directly and, at its discretion, through its agents, and/or other Airlines in the sale of Air Services and ancillary or supplemental services,

2. The Designated Airline(s) of each Party shall be allowed to bring in and maintain in the Territory of the other Party its managerial, commercial, operational and technical staff as it may require in connection with the provision of Air Services and ancillary or supplemental services, in accordance with the entry, residence and employment rules and regulations of the other Party.

3. These staff requirements may, at the option of the Designated Airline, be satisfied by its own personnel or by using the services of any other organization, company or Airline operating in the Territory of the other Party, authorized to perform such services in the Territory of that Party.

4. Ground handling activities shall be carried out in accordance with the laws and regulations of each Party, including, in the case of the European part of the Netherlands, European Union law. Each Designated Airline shall be treated on a non-discriminatory basis.
5. In operating or holding out the Air Services on the Specified Routes, each Designated Airline of a Party may enter into commercial and/or cooperative marketing arrangements under the following conditions:

a. the commercial and/or cooperative marketing arrangements may include, but shall not be limited to blocked-space, code-sharing and leasing arrangements, with:
   i. the Airline(s) of the same Party;
   ii. the Airline(s) of the other Party;
   iii. the Airline(s) of a third country;

b. the operating Airline(s) involved in the co-operative marketing arrangements shall hold the underlying traffic rights including the route rights and the Capacity entitlements and meet the requirements normally applied to such arrangements;

c. all marketing Airlines involved in the co-operating arrangements shall hold the underlying route rights and meet the requirements normally applied to such arrangements;

d. the total Capacity operated by the Air Services performed under such arrangements shall be counted only against the Capacity entitlement of the Party designating the operating Airline(s). The Capacity offered by the marketing Airline(s) on such services shall not be counted against the Capacity entitlement of the Party designating that Airline;

e. when holding out services for sale under such arrangements, the Airline concerned or its agent shall make it clear to the purchaser at the point of sale as to which Airline shall be the operating Airline on each sector of the service and with which Airline(s) the purchaser is entering into a contractual relationship;

f. these provisions shall be applicable to passenger, combination and all-cargo services.

Article 7
Change of Aircraft

1. On any segment or segments of the Specified Route, a Designated Airline may perform International Air Services without any limitation as to change at any point on the Specified 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.
2. For the purpose of Change of Aircraft operations, a Designated Airline may use its own equipment and, subject to national regulations, leased equipment, and may operate under commercial and/or cooperative marketing arrangements with other Airlines.

3. A Designated Airline may use different or identical flight numbers for the sectors of its Change of Aircraft operations.

**Article 8**  
**Fair Competition**

1. Each Party shall allow a fair and equal opportunity for each Designated Airline to compete in providing the International Air Services governed 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 a Designated Airline of the other Party.

3. Each Party shall allow each Designated Airline to determine the frequency and Capacity of the International Air Services it offers based upon commercial considerations in the marketplace, subject to the provisions of Capacity agreed upon between the Aeronautical Authorities of both Parties. Consistent with this right, neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type(s) operated by the Designated Airline(s) 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 Airline(s) an uplift ratio, no-objection fee, or any other requirement with respect to Capacity, frequency or traffic that would be inconsistent with the purposes of this Agreement.

**CHAPTER IV**  
**Financial Provisions**

**Article 9**  
**Taxes, Customs Duties and Charges**

1. Aircraft operating on International Air Services by the Designated Airline(s) of either Party, as well as their regular equipment, spare parts, supplies of fuels and lubricants, Stores as well as advertising and promotional material kept on board such aircraft shall, on the basis of reciprocity, be exempt from all customs duties, inspection fees and similar national or local duties and charges, on arrival in the Territory of the Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.
2. With regard to regular equipment, spare parts, supplies of fuels and lubricants and Stores introduced into the Territory of one Party by or on behalf of a Designated Airline of the other Party or taken on board the aircraft operated by such Designated Airline and intended solely for use on board that aircraft while operating International Air Services, no duties and charges, including customs duties and inspection fees imposed in the Territory of the first Party, shall be applied, even when these supplies are to be used on the parts of the journey performed over the Territory of the Party in which they are taken on board. The articles referred to above may be required to be kept under customs supervision and control. The provisions of this paragraph cannot be interpreted in such a way that a Party can be made subject to the obligation to refund customs duties which already have been levied on the articles referred to above.

3. Regular airborne equipment, spare parts, supplies of fuels and lubricants and Stores retained on board the aircraft of either Party may be unloaded in the Territory of the other Party only with the approval of the customs authorities of that Party, who may require that these materials be placed under their supervision up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

4. Baggage, cargo and mail in transit shall be exempt from customs duties and other similar taxes.

5. The exemptions provided by this Article shall also be available where a Designated Airline of one Party has 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 articles specified in paragraphs 1, 2 and 3 of this Article.

6. Nothing in this Agreement shall prevent the Kingdom of the Netherlands from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in the Territory of the European part of the Netherlands for use in an aircraft of a Designated Airline of the Argentine Republic that operates between a point in the Territory of the European part of the Netherlands and the Territory of another European Union Member State.

**Article 10**

**User Charges**

1. User Charges that may be imposed and/or controlled by the competent charging authorities or bodies of each Party on the Airline(s) of the other Party shall be just, reasonable, not unjustly discriminatory, and equitably appointed among categories of users. In any event, any such Users Charges shall be assessed on the Airlines of the other Party on 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 Airline(s) of the other Party may 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 an efficient and economic basis.

3. Charges and fees shall be payable in national currency.

Article 11
Transfer of Funds

1. Each Designated Airline shall have the right to convert and remit to its country, on demand, at the official rate of exchange, the excess of receipts over expenditures achieved in connection with the carriage of traffic. In the absence of appropriate provisions of a payments agreement between the Parties, the above-mentioned transfer shall be made in convertible currencies and in accordance with the national laws and foreign exchange regulations applicable.

2. The conversions and remittance of such revenues shall be permitted without restrictions at the rate of exchange applicable to current transactions on the day on which the Airline enters into the exchange transaction with the authorized entity, and shall not be subject to any charges except those normally made by banks for carrying out such conversion and remittance.

CHAPTER V
Regulatory Provisions

Article 12
Application of Laws, Regulations and Procedures

1. The laws, regulations and procedures of either Party relating to the entrance or entry into or departure from its Territory of aircraft engaged in International Air Services, or to the operation and navigation of such aircraft, shall be complied with by the Designated Airline(s) of the other Party upon their entrance into, and until and including their departure from, the said Territory.

2. The laws, regulations and procedures of either Party relating to immigration, passports, or other approved travel documents, entry, clearance, customs and quarantine shall be complied with, by crews or passengers and/or on behalf of cargo and mail carried by aircraft of the Designated Airline(s) of the other Party upon their entrance into, and until and including their departure from the Territory of the said Party.

3. Passengers, baggage, cargo in direct transit across the Territory of either Party and not leaving the area of the airport reserved for such purpose shall, except in respect of security measures against violence and air piracy, be subject to no more than a simplified control.
4. Neither of the Parties shall give preference to any other Airline over the Designated Airline(s) of the other Party in the application of its customs, immigration, quarantine, and similar regulations; or in the use of airports, airways and air traffic services and associated facilities under its control.

5. Each Party shall, upon request of the other Party, supply copies of the relevant laws, regulations and procedures referred to in this Agreement.

Article 13
Recognition of Certificates and Licenses

Certificates of airworthiness, certificates of competency and licenses issued, or rendered in reciprocity, by one Party, including, in the case of the European part of the Netherlands, in accordance with EU laws and regulations, and still valid, shall be recognized as valid by the other Party for the purpose of operating the Agreed Services on the Specified Routes, provided that the requirements under which such certificates and licenses were issued, or rendered in reciprocity, are equal to or higher than the minimum requirements which are, or may be in the future, established under the Convention.

Each Party, however, reserves the right to refuse to recognize, for flights above its Territory, certificates of competency and licenses granted to or validated for its own nationals by the other Party.

Article 14
Safety

1. Each Party may request consultations at any time concerning safety standards in any area relating to air crew, aircraft or their operation adopted by the other Party. Such consultations shall take place within thirty (30) days of that request.

2. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards and requirements in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Party shall notify the other Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Party shall take appropriate corrective action. Failure by the other Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of Article 4 (Revocation and Suspension of Authorization) of this Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the Airline or Airlines of one Party on services to or from the Territory of the other Party may, while within the Territory of the other Party, be made the subject of an examination by the authorized representatives of the other Party, on board and around the aircraft, to check both the validity of the aircraft documents and those of its crew and the apparent conditions of the aircraft and its equipment (ramp inspections), 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 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 Convention,

the Party carrying out the inspection shall, for the purpose of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the Airline or Airlines of one Party in accordance with paragraph 3 of this Article is denied by the representative of that Airline or Airlines, the other Party shall be free to infer that serious concerns of the type referred to in paragraph 4 of this Article arise and to draw the conclusions referred to in that paragraph.

6. Each Party reserves the right to suspend or vary the operating authorization of an Airline or Airlines of the other Party immediately in the event the first Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultations or otherwise, that immediate action is essential to the safety of the Airline’s operation.

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

8. Each Party shall see to it that the Designated Airline(s) will be provided with communicative, aviation and meteorological facilities and any other services necessary for the safe operations of the Agreed Services, subject to national rules and regulations and technical constraints of the Parties.
Article 15
Aviation Security

1. Consistent 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. Without limiting the generality of their rights and obligations under international law, the Parties shall in particular 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 Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988 as well as with any other convention and protocol relating to the security of civil aviation which both Parties adhere to.

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, the passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

3. The Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention; they shall require that operators of aircraft of their registry or operators of aircraft 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. Each Party shall advise the other Party of any difference between its national regulations and practices and the aviation security standards of the Annexes. Either Party may request immediate consultations with the other Party at any time to discuss any such differences.

4. Each Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 of this Article required by the other Party for entry into, departure from, or while within, the Territory of that other Party. Each Party shall ensure that adequate measures are effectively applied within its Territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft Stores prior to and during boarding or loading. Each Party shall also give sympathetic consideration to any request from the other Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
6. Each Party shall have the right, within sixty (60) days following notice (or such shorter period as may be agreed between the Aeronautical Authorities), for its Aeronautical Authorities to conduct an assessment in the Territory of the other Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the Territory of the first Party. The administrative arrangements for the conduct of such assessments shall be agreed between the Aeronautical Authorities and implemented without delay so as to ensure that assessments will be conducted expeditiously.

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 consultations. Such consultations shall start within fifteen (15) days of receipt of such a request from either Party. Failure to reach a satisfactory agreement within fifteen (15) days from the start of consultations shall constitute grounds for withholding, revoking, limiting, suspending or imposing conditions on the authorizations of the Airline or Airlines designated by the other Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Party may take interim action at any time.

CHAPTER VI
Procedural Provisions

Article 16
Timetable

1. The Airline(s) designated by each Party shall notify the Aeronautical Authorities of the other Party, thirty (30) days in advance, of the timetable of its intended services, specifying the frequency, type of aircraft, configuration and number of seats to be made available to the public.

2. Request for permission to operate additional flights can be submitted by the Designated Airline(s) for approval directly to the Aeronautical Authorities of the other Party.

Article 17
Consultation and Amendment

1. In a spirit of close cooperation the Aeronautical Authorities of the Parties may consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement.

2. Either Party may request consultations with a view to amend this Agreement and/or its Annex. These consultations shall begin within sixty (60) days from the date of the receipt of the request by the other Party, unless otherwise agreed. Such consultations may be conducted through discussion or by correspondence.
3. Any amendment to this Agreement shall be agreed upon by the Parties and shall be effected through an exchange of diplomatic notes. Such amendment shall enter into force in accordance with the provisions of Article 25 (Entry into Force) of this Agreement.

4. Notwithstanding the provisions of paragraph 3 of this Article any amendment of the Annex to this Agreement shall be agreed upon by the Aeronautical Authorities, and confirmed through an exchange of diplomatic notes, and shall take effect on a date to be determined in the diplomatic notes. This exception to paragraph 3 of this Article does not apply in case any traffic rights are added to the above-mentioned Annex.

Article 18
Settlement of Disputes

1. Any dispute arising between the Parties relating to the interpretation or application of this Agreement and its Annex, the Parties shall in the first place endeavour to settle their dispute by consultations and negotiation.

2. If the Parties fail to reach a settlement through consultations, the dispute may, at the request of either Party, be submitted to arbitration in accordance with the procedures set forth below.

3. Arbitration shall be by a Tribunal of three arbitrators, one to be named by each Party and the third to be agreed upon by the two arbitrators so chosen, provided that the third such arbitrator shall not be a national of either Party. Each Party shall designate an arbitrator within a period of sixty (60) days from the date of receipt by either Party from the other Party of a diplomatic note requesting arbitration of the dispute, and the third arbitrator shall be agreed upon within a further period of sixty (60) days. If either of the Parties fails to designate its own arbitrator within the period of sixty (60) days or if the third arbitrator is not agreed on within the period indicated, the President of the Council of the International Civil Aviation Organization may be requested by either Party to appoint an arbitrator or arbitrators. If the President is a national of one of the Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.

4. 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 fifteen (15) days after the tribunal is fully constituted.

5. Except as otherwise agreed by the Parties or prescribed by the tribunal, each Party shall submit a memorandum within forty-five (45) days of the date the tribunal is fully constituted. Replies shall be due sixty (60) days later. The tribunal shall hold a hearing at the request of either Party or at its discretion within fifteen (15) days after replies are due.
6. The tribunal shall attempt to render a written decision within thirty (30) days after completion of the hearing or, if no hearing is held, after the date both replies are submitted. The decision of the majority of the tribunal shall prevail.

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

8. The decision of the tribunal shall be binding on the Parties.

9. The expenses of the tribunal shall be shared equally between the Parties.

10. If and so long as either Party fails to comply with any decision given under paragraph 2 of this Article, the other Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Party in default or to the Designated Airline or Airlines in default.

CHAPTER VII
Final Provisions

Article 19
Duration and Termination

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

2. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case this Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Party, unless the notice to terminate is withdrawn by agreement between the Parties before the expiry of this period. In the absence of acknowledgement of receipt of the notice of termination by the other Party, such notice shall be deemed to have been received fourteen (14) days after the receipt of that notice by the International Civil Aviation Organization.

Article 20
Registration with International Civil Aviation Organization

This Agreement shall be registered with the International Civil Aviation Organization.

Article 21
Applicability of Multilateral Agreements and Conventions

1. The provisions of the Convention shall be applicable to this Agreement.

2. If a multilateral agreement or convention, accepted by both Parties, concerning any matter covered by this Agreement, enters into force, the relevant provisions of that multilateral agreement or convention shall supersede the relevant provisions of this Agreement.
3. The Parties may consult each other to determine the consequences for this Agreement of the supersession, as mentioned under paragraph 2 of this Article and to agree upon required amendments to this Agreement.

Article 22
Training

The Parties agree to participate in common initiatives to actively promote staff training related to civil aviation, and specifically, international commercial air transport. In this regard, they will assist with sharing technical information and will promote the development of courses, workshops, seminars and other training methods; in order to induce an improvement process aimed at increasing professional standards as a significant contribution to the aeronautical community in the region.

Article 23
Environment

The Parties agree to implement measures to cooperate in the emission reduction and the protection of the environment against pollution caused by air operations; thus, this will help to preserve the bases of human life, within a sustainable and appropriate environmental management.

In addition, they shall encourage global initiatives which are inherent in the preservation and protection of biodiversity, the concern about the environmental impact, ecosystems and sustainable development of commercial aviation.

Article 24
Applicability of this Agreement

As regards the Kingdom of the Netherlands this Agreement shall apply to the Territory of the European part of the Netherlands as well as to the Territory of the Caribbean part of the Netherlands.

Article 25
Entry into Force

1. This Agreement shall come into force on the first day of the second month following the date on which the Parties have informed each other in writing through diplomatic channels that the formalities and constitutional requirements for its entry into force in their respective countries have been complied with.

2. The Agreement between the Government of the Kingdom of the Netherlands and the Government of the Republic of Argentina for Air Services, concluded at The Hague on 23 November 1993, shall cease to have effect on the date on which this Agreement enters into force.
IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

DONE in ___________ on ___________, in two originals, in the English, Spanish and Dutch languages, all texts being equally authentic. In case of divergence in interpretation, the English text shall prevail.

FOR THE ARGENTINE REPUBLIC FOR THE KINGDOM OF THE NETHERLANDS
Annex:

Route schedule

For the Designated Airline(s) of the Kingdom of the Netherlands:
All Points in the Netherlands including Bonaire, Sint Eustatius and Saba – All Intermediate points – All Points in Argentina – All points beyond

For the Designated Airline(s) of the Argentine Republic:
All Points in Argentina – All Intermediate points – All Points in the Netherlands including Bonaire, Sint Eustatius and Saba – All points beyond

Notes:

1. Points on any of the above routes may, at the option of the Designated Airline, be omitted on any or all flights provided that such service shall have its starting point in the Territory of the Party designating the Airline.

2. The Designated Airlines of either Party may on any or all flights and at its option make stopovers at any point whether within or outside the Territory of either Party, including co-terminalisation.

3. No commercial traffic rights may be exercised by the Designated Airline(s) of the Argentine Republic between points of the Netherlands in Europe and Bonaire, Sint Eustatius and Saba and v.v. (grand cabotage).