No. 1311

ARGENTINA
and
DENMARK

Air Transport Agreement (with annex). Signed at Buenos Aires, on 18 March 1948

Official texts: Spanish and Danish.
Registered by the International Civil Aviation Organization on 18 July 1951.

ARGENTINE
et
DANEMARK

Accord relatif aux transports aériens (avec annexe). Signé à Buenos-Aires, le 18 mars 1948

Textes officiels espagnol et danois.
Enregistré par l'Organisation de l'aviation civile internationale le 18 juillet 1951.

TRANSLATION — TRADUCTION

No. 1311. AIR TRANSPORT AGREEMENT[1] BETWEEN THE GOVERNMENT OF DENMARK AND THE GOVERNMENT OF THE REPUBLIC OF ARGENTINA. SIGNED AT BUENOS AIRES, ON 18 MARCH 1948

The Government of Denmark and the Government of the Republic of Argentina, desiring to promote civil air transport between the two countries with a view to strengthening the friendly ties and the traditional close relations between the Danish and Argentine peoples by providing rapid connexions, and considering the " Form of Standard Agreement for Provisional Air Routes", set forth in recommendation VIII of the Final Act of the International Civil Aviation Conference signed at Chicago on 7 December 1944,[2] have appointed for this purpose their representatives who, being duly authorized, acting by virtue of the powers conferred upon them and bearing in mind the international commitments assumed by their respective countries, have agreed as follows :

Article I

The Contracting Parties grant each other the rights specified in the annex hereto, in order that there may be established the international civil air routes and services set out therein (hereinafter called " agreed services "), which may be inaugurated immediately or at a later date, at the option of the Contracting Party to which the rights are granted.

Article II

(*a*) Each of the agreed services may be put into operation as soon as the Contracting Party entitled by virtue of article I to designate an airline or airlines for the route or routes concerned has authorized an airline for such route(s), and the Contracting Party granting the right shall, subject to the provisions of article VII hereof, be bound to give the appropriate operating permit without delay to the airline or airlines concerned.

[1] Came into force provisionally on 18 March 1948, as from the date of signature, and became definitive on 20 December 1950, the date of ratification by the Contracting Parties, in accordance with article XVIII.

[2] International Civil Aviation Conference, Chicago, Illinois, 1 November to 7 December 1944, *Final Act and Related Documents*, United States of America, Department of State publication 2282, Conference Series 64.

(*b*) Before being authorized to inaugurate the services provided for in this Agreement the airline or airlines designated by either of the Contracting Parties may be required to satisfy the competent aeronautical authorities of the other Contracting Party that they are qualified to fulfil the conditions prescribed under the laws and regulations normally applied by those authorities to other regular international civil air services.

Article III

(*a*) Operating rights which may have been granted previously by either of the Contracting Parties to a third State or an airline shall continue in force in accordance with the terms on which they were granted.

(*b*) Each Contracting Party shall remain free to conclude with one or more adjacent States agreements which afford its aircraft advantages greater than those afforded by this Agreement and the annex thereto, provided always that they do not prejudice the rights granted to the other Contracting Party under this Agreement and the annex thereto.

Article IV

In order to prevent discriminatory practices and to ensure equality of treatment, it is agreed that :

(*a*) Each of the Contracting Parties may impose or permit to be imposed fair and reasonable charges for the use of airports and other facilities; nevertheless, such charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(*b*) Fuel and lubricating oils carried by aircraft of a Contracting Party and spare parts, equipment and general supplies introduced into the territory of one Contracting Party by the other Contracting Party or its nationals and intended solely for use by the aircraft of the latter Party designated to operate the agreed services shall be accorded, with respect to Customs duties, inspection fees or other national duties or charges, treatment not less favourable than that accorded to national or other foreign airlines.

(*c*) Aircraft operated on the agreed services and supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores carried by civil aircraft of the airlines of either of the Contracting Parties authorized to operate the agreed services, shall, upon arriving in or leaving the territory of the other Contracting Party, be exempt from Customs duties, inspection fees or similar

duties or charges, even though such supplies be used or consumed by such aircraft on flights over that territory.

(*d*) Goods so exempted may not be unloaded save with the approval of the Customs authorities of the other Contracting Party. These goods shall be re-exported and kept under Customs supervision until re-exportation, but the right to dispose of them shall not be affected thereby.

Article V

Certificates of airworthiness, certificates of competency and licences issued or recognized as valid by one Contracting Party shall, provided they have not expired, be recognized as valid by the other Contracting Party for the purpose of operating the agreed services. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight over its own territory, certificates of competency and licences granted to its own nationals by another State.

Article VI

(*a*) The laws and regulations of one Contracting Party relating to the admission to, stay in or departure from its territory of aircraft engaged in international air navigation, or to the operation, handling and navigation of such aircraft while within its territory, shall be complied with by the aircraft of the other Contracting Party.

(*b*) The laws and regulations of either Contracting Party concerning the admission to, stay in or departure from its territory of passengers, crew or cargo, such as those relating to police, entry, clearance, immigration, passports, Customs and quarantine, shall be complied with by or on behalf of the passengers, crew and forwarding agents concerned, upon entering or leaving and while within the territory of that Contracting Party.

Article VII

Each Contracting Party reserves the right to withhold from an airline of the other Contracting Party the authorization to which articles I and II hereof refer, or to revoke such permit, if it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of that Party, or in case of failure by the designated airline to comply with the laws of the State over which it operates, as described in article VI above, or to observe the conditions subject to which the rights are granted in accordance with this Agreement and the annex thereto.

Article VIII

Each Contracting Party shall be able freely to replace its concession-holding airlines operating the agreed services by other national airlines after previously informing the other Contracting Party of such changes. The newly designated airline shall have all the rights and duties of its predecessor.

Article IX

Breaches of air service by-laws which do not constitute an offence and which are committed in the territory of one of the Contracting Parties by personnel of airlines designated by the other Party shall be reported to that Party's competent aeronautical authorities by the Party within whose territory the breach was committed. If the breach is of a serious nature, the said authorities shall be entitled to request the application of disciplinary measures in proportion to the breach. In the case of repeated breaches, revocation of the rights granted to the concession-holding airline may be requested.

Article X

This Agreement and all contracts connected therewith shall be registered with the International Civil Aviation Organization.

Article XI

The aeronautical authorities of the two Contracting Parties shall settle by common agreement, on the basis of reciprocity, any question relating to the execution of this Agreement and its annex, and shall consult each other from time to time in order to ensure that the principles and purposes thereof are being applied and carried into effect satisfactorily.

Article XII

Should either of the Contracting Parties consider it desirable to modify any provision of the Agreement or the annex (including the routes specified in sections I and II of the annex), it may request consultation between the aeronautical authorities of the two Contracting Parties, such consultation to begin within a period of sixty days from the date of the request. Nevertheless, their recommendations on the matter, adopted by mutual agreement, shall come into force only after they have been confirmed by a protocol or an exchange of diplomatic notes.

Article XIII

Should a multilateral aeronautical convention come into force for the two Contracting Parties, this Agreement shall be amended so as to conform with the provisions of that convention.

Article XIV

Except where otherwise provided in this Agreement or in the annex hereto, any dispute between the Contracting Parties relating to the interpretation or application of this agreement or its annex which cannot be settled by consultation or through diplomatic channels shall be referred to arbitration by a tribunal appointed by the two Governments.

Article XV

After a period of two months intended to allow of consultation between the Contracting Parties, either Party may notify the other of its desire to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organization. The Agreement shall then terminate on the date mentioned in the notice, but in no case earlier than twelve months after the date of receipt of the notice by the other Contracting Party. Nevertheless, the notice of termination may be withdrawn by common consent before the expiry of this period. Failing acknowledgment of receipt by the other Contracting Party, the notice shall be deemed to have been received two weeks after its receipt by the International Civil Aviation Organization.

Article XVI

The Contracting Parties undertake to use their good offices with the governments of countries situated along the routes specified in the annex to this agreement with a view to ensuring its complete and effective implementation.

Article XVII

For the purposes of this Agreement and its annex :

(1) The term " aeronautical authorities " shall mean, in the case of the Republic of Argentina, the Department of Aviation and, in the case of Denmark the Ministry of Public Works.

(2) The term " territory " shall mean the land areas and territorial waters under the sovereignty, suzerainty, protection or mandate of the State concerned.

(3) The term " designated airline " shall mean any airline which the aeronautical authorities of either Contracting Party has indicated in writing

to the aeronautical authorities of the other Contracting Party as the airline designated to operate one or more specified routes in accordance with articles I and II of this Agreement and with the schedules contained in the annex.

(4) The term " traffic requirements" shall mean the demand for passenger, freight and/or mail traffic between the two extremities of a route between the territories of the two Contracting Parties during a specified period.

(5) The term " capacity " shall mean the pay-load which an aircraft is authorized to carry between the point of origin and the point of destination of the service to which it is assigned between the territories of the two Contracting Parties.

(6) The term " service provided " shall mean the capacity of the aircraft used on such a service multiplied by the frequency with which such aircraft operate during a specified period over an agreed route.

(7) The term " transshipment " shall mean that beyond a certain landing point, traffic on a given route is transported by the same airline by aircraft other than those employed at earlier stages on the same route.

(8) The term " air route " shall mean the fixed itinerary followed by an aircraft operating a regular service for the public transport of passengers, goods and/or mail.

(9) " Danish-Argentine traffic " shall be taken to mean traffic originating in Danish territory and bound for Argentine territory, and traffic originating in Argentine territory and bound for Danish territory, whether transported by national airlines of either country or by other foreign airlines.

Article XVIII

This Agreement shall come into force provisionally on the date of signature and definitively as soon as it has been approved and ratified in accordance with the national legislation of each of the Contracting Parties.

IN WITNESS WHEREOF two copies of the same text in the Spanish and Danish languages, both being equally authentic, are hereby signed at Buenos Aires, this eighteenth day of March 1948.

(*Signed*) Fin LUND
(*Signed*) J. Atilio BRAMUGLIA
(*Signed*) Bartolomé DE LA COLINA

ANNEX

I

The Government of Denmark grants the Government of the Republic of Argentina the right to operate, by an airline or airlines of Argentine nationality designated by the latter Government, air transport services in transit through or carrying commercial traffic between the Republic of Argentina and Denmark, without engaging in cabotage, on the routes specified in schedule I of this annex.

II

The Government of the Republic of Argentina grants the Government of Denmark the right to operate, by an airline or airlines of Danish nationality designated by the latter Government, air transport services in transit through or carrying commercial traffic between Denmark and the Republic of Argentina, without engaging in cabotage, on the routes specified in schedule II of this annex.

III

The airline or airlines designated by each of the Contracting Parties in accordance with the provisions of this agreement shall enjoy, in the territory of the other Contracting Party, rights of transit and of non-traffic stops, as well as the right, in international traffic in passengers, cargo and mail, to stop at and depart from the points enumerated on each of the specified routes, subject to the conditions set forth in this annex, and the right to use on such routes airports and ancillary facilities designated for international traffic.

IV

There shall be fair and equal opportunity for the airlines of the Contracting Parties to operate each of the agreed services between their respective territories.

V

The air service provided under this Agreement shall bear a close relationship to traffic requirements between the territories of the Contracting Parties.

VI

Each of the Contracting Parties agrees to recognize that fifth-freedom traffic is supplementary to traffic requirements between the terminal points on the routes between the territories of the Contracting Parties and, at the same time, subordinate to third and fourth-freedom traffic requirements between the territory of the other Contracting Party and a country on the route.

Should one of the Contracting Parties and another country on the route agree on a method of regulating traffic between the two countries, the other Contracting Party shall be obliged to respect the agreement in so far as it does not conflict with the provisions of this Agreement and its annex.

The services provided shall be related to the requirements of the area through which the airline passes, due account being taken of regional and local services, and to the requirements of through-airline operation.

In this connexion both Contracting Parties recognize that the development of local and regional services is the legitime right of their respective countries. They therefore agree to consult each other from time to time on the manner in which the provisions of this section are applied by their respective airlines in order to ensure that their interests in the local and regional services and through services are not prejudiced. They also agree that, if an intermediate country raises an objection, they will consult immediately with a view to applying the foregoing provisions in a concrete and practical manner to each individual case.

VII

If any airline or airlines of either Contracting Party should be temporarily prevented from taking advantage immediately of the opportunity extended to it by section IV of this annex, both Contracting Parties shall consider the situation with a view to facilitating the necessary development. If the airline of that Contracting Party should wish to increase its own contribution to the said service, then the airline of the other Contracting Party shall withdraw, four months after being notified, any services which it may have increased in view of the circumstance referred to in the foregoing paragraph.

VIII

To ensure compliance with the principles and provisions set forth in this Agreement and annex (in particular sections IV, V, VI and VII of the latter), the aeronautical authorities of the two Contracting Parties shall hold regular and frequent consultations and shall take into account the traffic statistics which they undertake to compile and to exchange periodically.

Without prejudice to the compilation of special statistics on Argentine-Danish traffic, it is agreed in particular that the statistics to be taken as the basis for any adjustments to be made between the airlines of the two Contracting Parties or between the Parties themselves shall be those relating to Argentine-Scandinavian traffic, that is to say, to traffic between Argentina, on the one hand, and Denmark, Sweden and Norway, on the other.

IX

(*a*) Rates shall be fixed at reasonable levels, due regard being paid in particular to operating costs, reasonable profit, the different characteristics of each service (such as speed and comfort) and the rates charged by other airlines operating over all or part

of the same route. For this purpose account shall be taken of the recommendations of the International Air Transport Association.

(*b*) The rates to be charged by one of the Contracting Parties in respect of traffic picked up or set down at the various stops on a route may not be lower than those charged for the same traffic by the other Contracting Party over the same sector of the route.

(*c*) The airlines designated by each Contracting Party shall first agree on the rates to be charged, after consultation with the other airlines operating all or part of the route concerned.

(*d*) The rates fixed as aforesaid shall be submitted for approval to the Contracting Parties. In the event of disagreement between the designated airlines, the Contracting Parties shall endeavour to reach agreement; should they fail to do so, the procedure laid down in article XII of the Agreement shall be followed.

X

Changes made by either Contracting Party in the routes described in the schedules of the annex, except changes in the points served by these airlines in the territory of the other Contracting Party shall not be considered as modifications ef the annexe. The aeronautical authorities of either Contracting Party may therefore proceed unilaterally to make such changes provided that notice of any change is given without delay to the aeronautical authorities of the other Contracting Party.

If these aeronautical authorities find that, having regard to the principles set forth in section VI of the annex to this Agreement, the interests of their airline or airlines are prejudiced by the carriage by the airline or airlines of the first Contracting Party of traffic between the territory of the second Contracting Party and the new point in the territory of the third country, the authorities of the two Contracting Parties shall consult with a view to arriving at a satisfactory agreement.

XI

(*a*) Transshipment when justified by economy of operation shall be permitted at any stop on the agreed routes.

(*b*) Nevertheless, no transshipment may be made in the territory of either Contracting Party if it alters the operational characteristics of a through service or if it would be inconsistent with the principles set forth in this Agreement and its annex.

XII

(*a*) After the present agreement has come into force, the aeronautical authorities of both Contracting Parties shall exchange information as promptly as possible concerning the authorizations extended to the airline or airlines designated by them to operate

the routes, or fractions thereof, specified in the schedules of this annex. Such exchange of information shall include copies of the authorizations granted, any modifications thereof and all annexed documents.

(*b*) Eight days prior to the effective inauguration of their respective concessions, the aeronautical authorities of the two Contracting Parties shall communicate to each other, for the purposes of their approval, the time-tables, frequencies and types of aircraft normally used in their services. Any change shall also be communicated.

XIII

Each designated airline may, subject to authorization by the competent territorial aeronautical authority, maintain its own technical and administrative personnel at the airport of the other Contracting Party.

XIV

So long as a visa is required for the admission of aliens into the two countries, the crews employed on the agreed services whose names appear on the documents of aircraft of the two countries, shall be exempt from the compulsory visa. They shall be required to hold valid passports issued in their own name and an identity document issued by the airline by which they are employed.

SCHEDULE I

Buenos Aires — Rio de Janeiro — Natal — Dakar — Casablanca — Paris — London — Copenhagen — Stockholm, in both directions.

SCHEDULE II

Sweden and/or Norway and/or Denmark via intermediate stops in Europe and Africa — Natal or Recife — Rio de Janeiro — Montevideo — Buenos Aires and beyond to Santiago de Chile, in both directions.