

No. 1468

**LUXEMBOURG
and
PORTUGAL**

**Air transport Agreement (with annex). Signed at Lisbon,
on 21 October 1950**

Official texts: French and Portuguese.

Registered by the International Civil Aviation Organization on 23 October 1951.

**LUXEMBOURG
et
PORTUGAL**

**Accord relatif aux transports aériens (avec annexe). Signé
à Lisbonne, le 21 octobre 1950**

Textes officiels français et portugais.

Enregistré par l'Organisation de l'aviation civile internationale le 23 octobre 1951.

[TRANSLATION — TRADUCTION]

No. 1468. AIR TRANSPORT AGREEMENT¹ BETWEEN PORTUGAL AND THE GRAND DUCHY OF LUXEMBOURG. SIGNED AT LISBON, ON 21 OCTOBER 1950

The Government of Portugal and the Government of the Grand Duchy of Luxembourg, considering :

—that the possibilities of commercial aviation as a means of transport have greatly increased,

—that it is desirable to organize regular air services in a safe and orderly manner and to further as much as possible the development of international co-operation in this field, and

—that it is necessary to conclude an agreement governing regular air communications between and across Portuguese and Luxembourg territories, have appointed their representatives who, being duly authorized, have agreed on the following provisions :

Article I

(a) The Contracting Parties grant to each other the rights specified in the annex hereto for the establishment of the international services set forth in that annex, which cross or serve their respective territories.

(b) Each Contracting Party shall designate one or more airlines to operate the services which it may thus establish and shall decide on the date for the inauguration of these services.

Article II

(a) Each Contracting Party shall, subject to article VII below, issue the necessary operating permit to the airline or airlines designated by the other Contracting Party.

(b) Nevertheless, before being authorized to inaugurate the services specified in the annex, these airlines may be required to furnish evidence of their qualifications, in accordance with the laws and regulations normally applied by the aeronautical authorities issuing the operating permit.

Article III

Operating rights previously granted by one of the Contracting Parties to another State or to an airline of another State shall continue in force, in accordance with the terms on which they were granted.

¹ Came into force on 21 October 1950, as from the date of signature, in accordance with article X.

Article IV

(a) Each of the Contracting Parties agrees that the charges imposed for the use of airports and other facilities by the airline or airlines of the other Contracting Party 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, lubricating oils, spare parts and equipment introduced into or taken on board aircraft in the territory of one Contracting Party by or on behalf of an airline designated by the other Contracting Party and intended solely for use by the aircraft of such airline, shall be accorded national or most-favoured-nation treatment, with respect to customs duties, inspection fees and other national duties and charges.

(c) Aircraft operated by the airline or airlines designated by either Contracting Party on the routes covered by the present Agreement, and fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board the said aircraft shall, upon entering or leaving the territory of the other Contracting Party, be exempt from customs duties, inspection fees and similar duties or charges, even though such supplies be used or consumed by or on such aircraft on flights over that territory.

Article V

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party shall be recognized by the other Contracting Party for the purpose of operating the services specified in the annex. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight over its own territory, certificates of competency or licences issued to its own nationals by another State.

Article VI

(a) The laws and regulations of one Contracting Party concerning the admission to or departure from its territory of aircraft engaged in international air navigation, or the operation and navigation of such aircraft within its territory, shall apply to aircraft of the airline or airlines of the other Contracting Party.

(b) Passengers, crews and consignors of goods shall comply, either personally or through a third party acting in their name and on their behalf, with the laws and regulations in force in the territory of each Contracting Party governing the entry, stay or departure of passengers, crew or cargo, such as those relating to entry, clearance, immigration, passports, customs and quarantine.

Article VII

Each Contracting Party reserves the right to withhold or revoke an operating permit granted to an airline designated by the other Contracting Party if it is

not satisfied that substantial ownership and effective control of such airline are vested in nationals of one or other of the Contracting Parties, or if the airline fails to comply with the laws and regulations mentioned in article VI, or to fulfil its obligations under the present Agreement.

Article VIII

(a) The Contracting Parties agree to submit to arbitration any dispute relating to the interpretation and application of the present Agreement or its annex which cannot be settled by direct negotiation.

(b) Any such dispute shall be referred to the Council of the International Civil Aviation Organization set up by the Convention on International Civil Aviation¹ signed at Chicago on 7 December 1944.

(c) Nevertheless, the Contracting Parties may by common agreement settle the dispute by submitting it either to an arbitral tribunal or to any other person or body they may appoint.

(d) The Contracting Parties undertake to comply with the decision given.

Article IX

This Agreement and all contracts connected therewith shall be registered with the Council of the International Civil Aviation Organization established by the Convention on International Civil Aviation signed at Chicago on 7 December 1944.

Article X

(a) The present Agreement shall come into force on the date of its signature.

(b) In a spirit of close collaboration, the competent aeronautical authorities of the two Contracting Parties shall from time to time consult together with a view to ensuring the application and satisfactory implementation of the principles laid down in the present Agreement and its annex.

(c) The present Agreement and its annex shall be amended to conform with any multilateral agreement into which the two Contracting Parties may enter.

(d) Should either of the Contracting Parties desire to modify the terms of the present Agreement or of its annex, it may request that a consultation be held between the competent aeronautical authorities of the two Contracting Parties, such consultation to begin within a period of sixty days from the date of such request. Any modification of the annex which may be agreed on by the said authorities shall come into force as soon as it has been confirmed by an exchange of diplomatic notes.

¹ United Nations, *Treaty Series*, Vol. 15, p. 295; Vol. 26, p. 420; Vol. 32, p. 402; Vol. 33, p. 352; Vol. 44, p. 346, and Vol. 51, p. 336.

(e) Either Contracting Party may at any time give notice to the other of its desire to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. Such notice having been given, the present Agreement shall expire twelve months after the date of receipt of the notice by the other Contracting Party, unless such notice be withdrawn by common consent before the end of that period. Failing acknowledgment of receipt of the notice by the Contracting Party to which it was addressed, notice shall be deemed to have been received fourteen days after its receipt by the International Civil Aviation Organization.

Article XI

For the application of this Agreement and its annex, except as otherwise provided in the text :

(a) The term "aeronautical authorities" shall signify :

So far as concerns Portugal, the "Ministerio das Comunicações—Direcção Geral da Aeronáutica Civil" or any person or agency authorized to carry out the functions at present performed by the "Ministerio das Comunicações—Direcção Geral da Aeronáutica Civil";

So far as concerns Luxembourg, the "Ministère des Transports—Aéronautique Civile" or any person or agency authorized to carry out the functions at present performed by the "Ministère des Transports—Aéronautique Civile".

(b) The term "designated airline" shall signify an airline which the aeronautical authorities of one of the Contracting Parties have indicated, in writing, to the aeronautical authorities of the other Contracting Party as the airline which that Party intends to designate, under articles I and II of the present Agreement, to operate the routes mentioned in such notification.

(c) The word "territory" corresponds to the definition in article 2 of the Convention on International Civil Aviation signed at Chicago on 7 December 1944.

(d) The definitions given in article 96, paragraphs (a), (b) and (d), of the Convention on International Civil Aviation signed at Chicago on 7 December 1944 shall apply to this Agreement.

DONE at Lisbon, on 21 October 1950, in duplicate, in the Portuguese and French languages, both texts being equally authentic.

For the Government of
Portugal :
(Signed) PAULO CUNHA

For the Government of the
Grand Duchy of Luxembourg :
(Signed) HAMER

ANNEX

I

(a) For the purpose of operating the air services specified in the attached schedules, the designated Portuguese and Luxembourg airlines shall enjoy in the territory of the other Contracting Party rights of transit and of stops for non-traffic purposes; they shall also have the right to use the airports and ancillary facilities designated for international traffic.

(b) For the purpose of operating the air services specified in schedule I and schedule II below, the designated Portuguese and Luxembourg airlines shall also enjoy in the territory of the other Contracting Party the right to pick up and set down international traffic in passengers, mail and cargo, as provided in this annex.

II

The Contracting Parties agree that :

(a) The capacity provided by the airlines of the Contracting Parties shall be adapted to traffic requirements.

(b) On common routes, the airlines of the Contracting Parties shall take their mutual interests into consideration so as not to affect unduly their respective services.

(c) The primary objective of the services enumerated in the attached schedules shall be the provision of capacity adequate to traffic requirements between the country to which the airline belongs and the country of ultimate destination of the traffic.

(d) The right to pick up and set down international traffic to or from third countries at the points or on the routes specified in the attached schedules shall be exercised in accordance with the general principles of orderly development to which both Governments have subscribed, and in such a way that capacity shall be related to :

1. traffic requirements between the country of origin and the countries of destination;
2. the requirements of economical operation of the services in question;
3. the traffic requirements of the areas traversed, after taking account of local and regional services.

III

In connexion with the application of article II above, the Luxembourg Government recognizes the very special nature of the air services between Portugal and Brazil which shall be considered as being of the same character as the services mentioned at the end of the third sub-paragraph of paragraph (d) of the article in question.

IV

The Luxembourg Government undertakes that all aircraft operated on the services referred to in the attached schedule II, which fly over the continental territory of Portugal, shall land at Lisbon, save where in special cases the Portuguese Government's prior consent to the waiving of this principle is obtained.

V

Rates shall be fixed by agreement between the Portuguese and Luxembourg airlines at reasonable levels, special regard being paid to operating costs, a reasonable profit margin and the characteristics of each service, such as speed and comfort. The arrangements shall be submitted for the approval of the competent aeronautical authorities of the Contracting Parties. If the airlines are unable to reach agreement, the aeronautical authorities shall endeavour to reach a solution. In the last resort, the procedure laid down in article VIII of the present Agreement shall be followed.

(Signed) Paulo CUNHA

(Signed) HAMER

SCHEDULE I

ROUTES WHICH MAY BE OPERATED BY PORTUGUESE AIRLINES

From Lisbon, with or without stops at Bordeaux, to Paris, Luxembourg and beyond, and vice versa.

(Signed) Paulo CUNHA

(Signed) HAMER

SCHEDULE II

ROUTES WHICH MAY BE OPERATED BY LUXEMBOURG AIRLINES

From Luxembourg, with or without stops at Madrid, to Lisbon and Santa Maria (Azores), and beyond if desired, and vice versa.

Note: It is understood that the provisions of paragraph (b) of article I of this annex do not apply to transport between Portugal and Spain on routes operated by Luxembourg airlines.

(Signed) Paulo CUNHA

(Signed) HAMER