

No. 3602

**DENMARK
and
IRAN**

Agreement (with annex and exchange of notes) relating to commercial air services between and beyond their respective territories. Signed at Tehran, on 18 June 1951

Official texts of the Agreement and the annex: Danish, Persian and English.

Official text of the exchange of notes: English.

Registered by the International Civil Aviation Organization on 1 December 1956.

**DANEMARK
et
IRAN**

Accord (avec annexe et échange de notes) relatif aux services aériens commerciaux entre leurs territoires respectifs et au-delà. Signé à Téhéran, le 18 juin 1951

Textes officiels de l'Accord et de l'annexe: danois, persan et anglais.

Texte officiel de l'échange de notes: anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 1^{er} décembre 1956.

No. 3602. AGREEMENT¹ BETWEEN THE ROYAL GOVERNMENT OF DENMARK AND THE IMPERIAL GOVERNMENT OF IRAN RELATING TO COMMERCIAL AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT TEHRAN, ON 18 JUNE 1951

His Majesty the King of Denmark
and

His Imperial Majesty the Shahanshah of Iran

Being equally desirous to conclude an agreement for the purpose of establishing and operating Commercial Air Services between and beyond their respective territories have accordingly appointed their plenipotentiaries for this purpose as follows :

His Majesty the King of Denmark

His Excellency Mr. Axel C. F. Sporon-Fiedler, Envoy Extraordinary and Minister plenipotentiary of Denmark,

His Imperial Majesty the Shahanshah of Iran

His Excellency Mr. Bagher Kazemi, Minister for Foreign Affairs,

Who having exhibited and exchanged their full powers and found them to be in due form have agreed upon the following Articles :

PREAMBLE

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

a) The term "Aeronautical Authorities" means, in the case of Iran, the Department General of Civil Aviation and any person or body authorized to perform the functions presently exercised by the said Department General or similar functions, and in the case of Denmark the Ministry of Public Works, and any person or body authorized to perform any functions presently exercised by the said authority or similar functions.

¹ Came into force on 14 July 1955, upon notification of ratification by the Parliament of Iran given by the Government of Iran to the Government of Denmark, in accordance with article 16.

b) The term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December nineteen hundred forty-four.¹

c) The term "Territory", "Air Service", "International Air Service", "Airline" and "Stop for non-traffic purposes" shall have the meanings respectively assigned to them in Articles 2 and 96 of the Convention.

Article 1

Subject to the provisions of the present Agreement each Contracting Party grants the airline or airlines designated by the other Contracting Party the right, while operating the agreed services, to fly their aircraft in transit across its territory as well as the right to land in the said territory at points specified in the attached Schedule,² for non-traffic purpose and also for the purpose of picking up or putting down international traffic in passengers, cargo and mail.

Article 2

a) Each Contracting Party shall designate in writing to the other Contracting Party one or more of its airlines for the purpose of operating by virtue of the present Agreement services on the routes specified in the Annex. On receipt of the designation the other Contracting Party shall subject to the provisions of Article 3 of the present Agreement, without delay, grant the airline or airlines designated the appropriate operating permission, provided that, if required to do so, they satisfy the competent Aeronautical Authorities of the party granting the rights that they are qualified to fulfil the conditions prescribed under the laws and regulations of that Country for the operation of its commercial airlines. At any time thereafter any airline so designated and authorized may begin to operate the agreed services.

b) It is further provided that in areas of hostilities or military occupation, or areas affected thereby, the operation of such services shall be subject to the approval of the competent military authorities.

Article 3

a) Each Contracting Party shall have the right to refuse to grant the rights specified under Article 1 of the present Agreement to an airline or airlines or to withhold or revoke the rights granted or to impose such conditions as it may deem necessary on the exercise by an airline or airlines of those rights, in any case where it is not satisfied that substantial ownership and effective control

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; Vol. 51, p. 336; Vol. 139, p. 469; Vol. 178, p. 420, and Vol. 199, p. 362, and Vol. 252.

² See p. 23 of this volume.

of that airline or airlines are vested in the Contracting Party designating the airline or airlines, or its nationals.

b) Each Contracting Party shall also have the right, after consulting with the other Contracting Party, to suspend the exercise by a designated airline or airlines of the rights granted under Article 1 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline or airlines of those rights in any case where the said airline or airlines fail to comply with the provisions of Articles 11 and 13 of the Convention in their present form or with the conditions prescribed in the present Agreement.

Article 4

Nothing in the provisions of the present Agreement shall be construed or regarded as conferring sole and exclusive rights on the other Contracting Party or its airlines or as excluding or discriminating against the airlines of any other Country.

Article 5

Nothing in the provisions of the present Agreement shall be construed or regarded as conferring on the airline designated by one of the Contracting Parties the right to take up, in the territory of the other Contracting Party, passengers, cargo or mail carried for hire or reward and destined for another point in the same territory.

Article 6

There shall be fair and equal opportunity for the designated airline or airlines of both Contracting Parties to operate the agreed services on the specified routes between and beyond their respective territories. In operating the agreed services, the designated airlines of each Contracting Party shall take into account the interests of the airline or airlines of the other Contracting Party so as not to affect unduly the services which the latter Party provides on the whole or part of the same routes.

Article 7

The agreed services provided by the designated airlines of both Contracting Parties shall bear close relationship to the requirements of the public for air transportation on the specified routes, and shall have as their primary objective the provision at a reasonable load factor of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territory of the Contracting Party designating the airline or airlines and the territory of the ultimate destination of the traffic. The provision

of facilities for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of states other than that designating the airline or airlines, shall be made in accordance with the general principles that capacity shall be related to :

- a) traffic requirements between the country of origin and the country of destination ;
- b) the requirements of through airline operation ; and
- c) the traffic requirements of the areas through which the airlines pass, after taking account of the interests of the other air transport services established by the airlines of the countries comprising the areas.

Article 8

The tariffs to be charged on any of the agreed services shall be fixed at reasonable levels, due regard being paid to all relevant factors, including economical operation, reasonable profit, difference of characteristics of services (including standards of speed and accommodation) and the tariffs charged by other airlines on any section of the route. The tariffs shall, if possible, be agreed upon in respect of each route between the designated airlines in consultation with other airlines operating on the same route or any section thereof. Such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association. The tariffs so agreed shall be subject to the approval of the Contracting Parties.

Article 9

Articles 15, 24, 31, 32, 33 and 35 of the Convention shall be binding in their present form on both Contracting Parties as between themselves for the duration of the present Agreement as if they were an integral part of the Agreement, unless both Contracting Parties, being Parties to the Convention, ratify any amendments to these Articles which shall have come into force in accordance with Article 94 of the Convention ; in which case the Articles so amended shall be similarly binding between the Contracting Parties of the present Agreement.

Article 10

The Aeronautical Authorities of each Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party, at their request, such information and statistics as may be reasonably required relating to the frequency and capacity of the agreed services and to traffic carried by its designated airline or airlines to, from or through the territory of the other Contracting Party, including information concerning the origin and destination of such traffic.

Article 11

a) If either of the Contracting Parties considers it desirable to modify the terms of this Agreement, it may request consultation between the competent Aeronautical Authorities of the two Contracting Parties, and such consultation shall begin within a period of sixty days from the date of the request. When the aforesaid Authorities mutually agree to the modification of the present Agreement, such modifications shall come into force after they have been confirmed by an exchange of notes through diplomatic channels and shall forthwith be communicated to the Council of the International Civil Aviation Organization.

b) Changes made by either Contracting Party in the specified air routes, or omissions of any points on the specified air routes on any or all flights except the change of points served by the designated airline or airlines in the territory of the other Contracting Party, shall not be considered as modifications of this Agreement. The Aeronautical Authorities of either Contracting Party may therefore proceed unilaterally to make such changes or omissions provided, however, that notice of any change or omission shall be given without delay to the Aeronautical Authorities of the other Contracting Party.

Article 12

In the event of any dispute arising between the two Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall, in the first place, endeavour to settle it by direct negotiation between themselves. If they fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to an arbitral tribunal appointed by agreement between them or to some other person or body. If they do not so agree, or if, having agreed to refer the dispute to an arbitral tribunal, they can not reach agreement as to its composition, each of the Contracting Parties may submit the dispute for decision to any tribunal competent to decide it which may hereafter be established within the International Civil Aviation Organization. If there is no such tribunal, the dispute shall be submitted to the Council of the Organization or, failing that, to the International Court of Justice. The Contracting Parties undertake to comply with any decision given in accordance with the provisions of this Article. If and so long as either Contracting Party or its designated airline or airlines fail to comply with the decision reached in accordance with this Article, the other Contracting Party may limit, withhold or revoke any rights which it has granted by virtue of the present Agreement to the Contracting Party in default or to its designated airline or airlines in default.

Article 13

If a general multilateral Convention or Agreement on traffic rights for scheduled international air services comes into force in respect of both Contracting Parties,

the present Agreement shall be amended so as to conform with the provisions of such Convention or Agreement.

Article 14

The present Agreement shall terminate one year after the date of receipt by one Contracting Party from the other Contracting Party of notice to terminate, unless the notice is withdrawn by mutual agreement before the expiry of the said period. Such notice shall be simultaneously communicated to the Council of the International Civil Aviation Organization. The Contracting Party receiving the notice of termination of the Agreement shall give a receipt for such notification. In the absence of acknowledgement of such receipt, notice shall be deemed to have been received fourteen days after receipt of the notice by the Council of the International Civil Aviation Organization.

Article 15

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

Article 16

The Imperial Government of Iran shall notify the Royal Danish Government of the ratification of this Agreement by the Parliament of Iran and both Contracting Parties shall consider this Agreement definite and applicable on the date of such notification by the Imperial Government of Iran.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorised by their respective Governments have signed the present Agreement and have affixed thereto their seals.

DONE at Tehran this 27.3.1330 (18th of June 1951) in triplicate in Danish, Persian and English languages, all three texts being equally authentic.

For the Royal Government of Denmark :
(Signed) A. SPORON-FIEDLER

For the Imperial Government of Iran :
(Signed) B. KAZEMI

ANNEX TO THE AVIATION AGREEMENT SIGNED BETWEEN THE ROYAL
GOVERNMENT OF DENMARK AND THE IMPERIAL GOVERNMENT OF
IRAN

SCHEDULE

1. *Routes to be served by the designated airline or airlines of the Government of Denmark :*
Copenhagen via intermediate points in Europe and the Middle and the Near East of Tehran and/or Abadan and points beyond in both directions.
2. *Routes to be served by the designated airline or airlines of the Government of Iran :*
Tehran and/or Abadan via intermediate points in the Middle and Near East and Europe to Copenhagen and points beyond in both directions.

EXCHANGE OF NOTES

I

ROYAL LEGATION OF DENMARK

Teheran, June 18, 1951

Your Excellency,

I have the honour to refer to the Agreement signed this day¹ between the Royal Government of Denmark and the Imperial Government of Iran for air services between and beyond their respective territories and to notify Your Excellency that the Royal Government of Denmark, in accordance with article 2 a, designate Det Danske Luftfartselskab (DDL) to operate all the routes specified in Section 1 of the Schedule to the Agreement.

Also with reference to the conversations which took place in this connection, I would like Your Excellency to confirm that the following stipulations will come into force as soon as the Governments of Sweden and Norway have separately signed aviation agreements with the Imperial Government of Iran, which agreements have become definite and applicable, and exchanged notes containing the same stipulations.

Det Danske Luftfartselskab (DDL) may exercise the rights accorded to them by virtue of the Agreement as a partner in the Scandinavian Airlines System (SAS). The Scandinavian Airlines System (SAS) is a joint operating organization in which Det Danske Luftfartselskab (DDL), Det Norske Luftfartselskab (DNL) and AB. Aerotransport (ABA) participate and which is constituted in accordance with the provisions of Chapter XVI of the Chicago Convention on International Civil Aviation. As a consequence, Det Danske Luftfartselskab (DDL) may operate services under the Agreement with aircraft, crews and equipment of either or both of the other two airlines, provided that the terms of the Agreement shall apply to such aircraft, crews and equipment as though they were the aircraft, crews and equipment of Det Danske Luftfartselskab (DDL) and provided also that the Government of Denmark and Det Danske Luftfartselskab (DDL) shall accept full responsibility under the Agreement therefore.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

(Signed) A. SPORON-FIEDLER

His Excellency Monsieur Bagher Kazemi
Minister for Foreign Affairs
Teheran

¹ See p. 11 of this volume.

II

IMPERIAL MINISTRY OF FOREIGN AFFAIRS

Tehran 27th Khordad 1330 (18th June 1951)

Your Excellency,

I have the honour to acknowledge receipt of your note of today's date reading as follows :

[See note I]

I have the honour to confirm that the understanding which has been reached in this connection is set forth in your above note.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

(Signed) B. KAZEMI

His Excellency Monsieur Axel C. F. Sporon-Fiedler
Danish Minister
Teheran
