

No. 3911

DENMARK
and
CHILE

Agreement (with annex and exchange of notes) for air services between their respective territories. Signed at Santiago, on 27 October 1952

Official texts of the Agreement and Annex: Danish and Spanish.

Official text of the exchange of notes: Spanish.

Registered by Denmark on 26 June 1957.

DANEMARK
et
CHILI

Accord (avec annexe et échange de notes) relatif aux services aériens entre leurs territoires respectifs. Signé à Santiago, le 27 octobre 1952

Textes officiels de l'Accord et de l'annexe: danois et espagnol.

Texte officiel de l'échange de notes: espagnol.

Enregistré par le Danemark le 26 juin 1957.

[TRANSLATION — TRADUCTION]

No. 3911. AGREEMENT¹ BETWEEN THE GOVERNMENT OF DENMARK AND THE GOVERNMENT OF CHILE FOR AIR SERVICES BETWEEN THEIR RESPECTIVE TERRITORIES. SIGNED AT SANTIAGO, ON 27 OCTOBER 1952

The Government of Denmark and the Government of Chile, hereinafter referred to as the Contracting Parties,

Desiring to conclude an agreement for the purpose of establishing and operating commercial air services between and beyond the territories of Denmark and Chile ;

Have agreed as follows :

Article 1

The Contracting Parties grant each other the rights specified in this Agreement for the purpose of establishing the air services specified in the annex² to this Agreement (hereinafter referred to as the "agreed services"). The agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted.

Article 2

(a) Each of the agreed services may be put into operation as soon as the Contracting Party to whom the rights specified in this Agreement have been granted has designated one or more airlines to operate the specified routes.

(b) The airline designated by one Contracting Party 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 these authorities to the operation of commercial airlines and that they are applying for operating permits in accordance with the conditions set forth in those laws and regulations.

¹ Came into force on 18 February 1957, in accordance with article 19.

² See p. 118 of this volume.

Article 3

In order to prevent discriminatory practices and to insure equality of treatment, the Contracting Parties agree that :

(a) The charges which either Contracting Party may impose or permit to be imposed on the designated airline or airlines of the other Contracting Party for the use of airports and other installations shall not be higher than would be paid for the use of such airports and other installations by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts taken on board aircraft in or introduced into 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 that Contracting Party shall be accorded, with respect to customs duties, inspection fees, or other duties or charges imposed by the former Contracting Party, treatment not less favourable than that granted to national airlines engaged in similar international services or to the airline of the most-favoured nation.

(c) Fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board aircraft of the designated airline or airlines of one Contracting Party shall, on arrival in or departure from the territory of the other Contracting Party, be exempt from customs duties, inspection fees or similar charges, even though such supplies be used by such aircraft on flights over that territory.

Article 4

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party for the purpose of operating the services specified in the annex, shall be recognized by the other Contracting Party. 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 5

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

(b) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crews or cargo of aircraft (such as regulations relating to entry, departure, clearance, immigration, passports,

customs and quarantine) shall apply to the passengers, crews or cargo of the aircraft of the designated airline or airlines of the other Contracting Party while within that territory.

Article 6

(a) Each Contracting Party reserves the right to withhold or revoke the rights specified in this Agreement in any case where it is not satisfied that substantial ownership and effective control of the designated airline or airlines of the other Contracting Party are vested in nationals of the other Contracting Party or where the designated airline or airlines fail to comply with its laws and regulations as referred to in article 5 or otherwise to fulfil the conditions under which the rights are granted in accordance with this Agreement.

(b) A joint airline constituted in accordance with chapter XVI of the Convention on International Civil Aviation signed at Chicago on 7 December 1944¹ and designated by one Contracting Party shall be considered as having complied with the requirements of sub-paragraph (a) of this article if operating rights were granted to all the participants in the airline in accordance with that chapter, on the basis of special agreements. In such case, the joint airline must be an operating organization composed of individual airlines and substantial ownership and effective control of one of the airlines constituting the joint airline must be vested in at least one of the Contracting Parties or its nationals.

Article 7

If either of the Contracting Parties considers it desirable to modify any provision or provisions of the annex to this Agreement, such modification may be made by direct agreement between the competent aeronautical authorities of the Contracting Parties.

Article 8

If a general multilateral air transport convention which is accepted by both Contracting Parties comes into force, this Agreement shall be amended so as to conform with the provisions of the said convention.

Article 9

The airlines of each Contracting Party, designated in accordance with this Agreement, shall enjoy, in the territory of the other Contracting Party, rights of

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, Vol. 199, p. 362, and Vol. 252, p. 410.

transit and non-traffic stops, and the right to pick up and set down international commercial traffic in passengers, cargo and mail on the route or routes specified in the annex.

Article 10

(a) The rates to be charged on any of the agreed services shall be fixed at reasonable levels, due regard being paid to all relevant factors, such as economical operation, reasonable profit, the characteristics of each service (standards of speed and accommodation) and the rates charged by other airlines on any section of the route.

(b) The rates to be charged on the different sections of the route shall, if possible, be agreed between the designated airlines in consultation with the other airlines operating on the same route or portions thereof. For this purpose the recommendations of the International Air Transport Association (IATA) shall also be taken into account. These agreements shall be submitted to the aeronautical authorities of the Contracting Parties for approval.

Article 11

(a) The air transport capacity offered by the airlines of the Contracting Parties shall be related to traffic requirements, taking into account the entire length of the route and the various stops thereon and the airlines' own connecting services.

(b) The designated airlines of each Contracting Party shall as far as possible endeavour to meet the demands of air traffic to or from the territory of the other Contracting Party, in so far as concerns both the terminal points and the various stops on the route and the airlines' own connecting services.

(c) In determining the capacity offered the regional and local services in the area through which the airline passes which are of interest to the other Contracting Party shall first be taken into account.

Regional or local service shall mean the international air service which links two or more points in neighbouring and adjacent countries. For the purpose of this Agreement, the term neighbouring and adjacent countries shall mean Norway and Sweden in the case of Denmark and Argentina, Bolivia and Peru in the case of Chile.

Article 12

(a) There shall be fair and equal opportunity for the airlines of the two Contracting Parties to operate the agreed services on specified routes between their respective territories.

(b) The airlines of each Contracting Party shall take into account the interests of the airlines of the other Contracting Party so as not to affect their rights unduly.

Article 13

Any change of aircraft capacity (change of gauge) on the agreed services shall also be made in accordance with the principles set forth in the foregoing articles.

Article 14

The agreed air services may use any of the routes open to international air traffic which link the points specified in the annex, providing that no discrimination is made in this regard between national and foreign airlines.

Article 15

Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or its annex shall be referred for decision to the Council of the International Civil Aviation Organization, unless the Contracting Parties agree to settle the dispute by reference to an arbitral tribunal appointed by agreement between them or to some other person or body. The Contracting Parties undertake to comply with the decision given.

Article 16

Either Contracting Party may at any time give notice to the other of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, this Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

Article 17

(a) If either Contracting Party grants to another airline engaged in international traffic rights more favourable than those granted under this Agreement and annex to the designated airline or airlines of the other Contracting Party, the first Contracting Party shall immediately grant to the airline or airlines of the other Contracting Party rights not less favourable than those granted to the airline or airlines in question.

(b) The provisions of paragraph (a) of this article shall be without prejudice to the rights granted each other by the airlines forming part of the same joint airline, in accordance with the provisions of article 6, paragraph (b).

Article 18

This Agreement shall be registered with the International Civil Aviation Organization established by the Convention on International Civil Aviation signed at Chicago on 7 December 1944.

Article 19

This Agreement shall be ratified or approved, as the case may be, by each Contracting Party in accordance with its constitutional requirements. Pending such ratification or approval, both Contracting Parties undertake to apply its provisions from the date of its signature in accordance with their domestic legislation.

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

DONE in duplicate at Santiago de Chile on 27 October 1952, in the Danish and Spanish languages, both texts being equally authentic.

For the Government of Denmark :

(Signed) K. KNUTH-WINTERFELDT

For the Government of Chile :

(Signed) Fernando GARCÍA-OLDINI

ANNEX TO THE AGREEMENT FOR AIR SERVICES BETWEEN DENMARK AND CHILE

A. The airline or airlines designated by Chile in accordance with the Agreement in force may under the conditions set forth therein operate on the following routes :

Chile, via intermediate points, to Denmark, and points beyond, in both directions by any route open to international air traffic.

B. The airline or airlines designated by Denmark in accordance with the Agreement in force may under the conditions set forth therein operate on the following routes :

Denmark, via intermediate points, to Chile and points beyond in both directions by any route open to international air traffic.

C. The terminal point of these services shall be Copenhagen in the case of Denmark and Santiago in the case of Chile.

EXCHANGE OF NOTES

I

DANISH LEGATION

Santiago, 27 October 1952

Your Excellency,

With reference to the Agreement for air services signed this day between the Government of Denmark and the Government of Chile,¹ I have the honour to inform you that in accordance with article 2 of the Agreement, the Danish Government has designated Det Danske Luftfartselskab A/S (DDL) to operate the routes specified in the annex to the Agreement.

In this connexion I have the honour to confirm, on behalf of my Government, the following understanding reached in the course of the negotiations which preceded the signature of the Agreement :

- (1) Det Danske Luftfartselskab A/S (DDL), co-operating with Det Norske Luftfartselskab A/S (DNL) and Aktiebolaget Aerotransport (ABA), under the designation of Scandinavian Airlines System (SAS), shall be authorized to operate the services assigned to it in the Agreement with aircraft, crews and equipment of either or both of the other two airlines.
- (2) In so far as Det Danske Luftfartselskab A/S (DDL) employs aircraft, crews and equipment of the other airlines participating in the Scandinavian Airlines System (SAS), the provisions of the Agreement shall apply to such aircraft, crews and equipment as though they were the aircraft, crews and equipment of Det Danske Luftfartselskab A/S (DDL), and the competent Danish authorities and Det Danske Luftfartselskab A/S (DDL) shall accept full responsibility under the Agreement therefor.

I have the honour to be, etc.

(Signed) K. KNUTH-WINTERFELDT

His Excellency Fernando García-Oldini
Minister of Foreign Affairs
etc., etc., etc.
Santiago de Chile

¹ See p. 108 of this volume.

II

REPUBLIC OF CHILE
MINISTRY OF FOREIGN AFFAIRS

Santiago, 27 October 1952

Your Excellency,

I have the honour to refer to your note of today's date concerning the Agreement for air services signed this day between our two countries, which reads as follows :

[See note I]

2. In reply, it gives me great pleasure to inform you that my Government has taken due note of the designation by your Government of Det Danske Luftfartselskab A/S (DDL), to operate the routes specified in the annex to the above-mentioned Agreement.

3. The Government of Chile, for its part, reserves the right to designate in due course the Chilean airline or airlines to operate the services specified in the annex to the Agreement which I had the honour to sign with you this day.

I have the honour to be, etc.

(Signed) Fernando GARCÍA-OLDINI

His Excellency Count Knuth-Winterfeldt
Ambassador Extraordinary and Minister Plenipotentiary of Denmark
Santiago
