

No. 4500

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**LUXEMBOURG  
and  
NORWAY**

**Air Transport Agreement (with annex and exchange of notes).  
Signed at Luxembourg, on 17 November 1952**

*Official texts of the Agreement: French and Norwegian.*

*Official text of the exchange of notes: French.*

*Registered by the International Civil Aviation Organization on 9 September 1958.*

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**LUXEMBOURG  
et  
NORVÈGE**

**Accord (avec annexe et échange de notes) relatif aux transports aériens. Signé à Luxembourg, le 17 novembre 1952**

*Textes officiels de l'Accord: français et norvégien.*

*Texte officiel de l'échange de notes: français.*

*Enregistré par l'Organisation de l'aviation civile internationale le 9 septembre 1958.*

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

No. 4500. AIR TRANSPORT AGREEMENT<sup>3</sup> BETWEEN THE GRAND DUCHY OF LUXEMBOURG AND NORWAY. SIGNED AT LUXEMBOURG, ON 17 NOVEMBER 1952

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

that the possibilities of commercial aviation, as a means of transport have considerably increased ;

that it is desirable to organize scheduled air services in a safe and orderly manner and to further as much as possible the development of international cooperation in this field, and

that it is necessary to conclude an agreement regulating scheduled air services between and beyond the Luxembourg and Norwegian territories,

have appointed their representatives who being duly authorized to this effect have agreed as follows :

*Article I*

(a) The Contracting Parties grant each other the rights specified in the Annex<sup>4</sup> hereto for the establishment of the international services defined in this Annex, which pass through or serve respective territories ;

(b) Each Contracting Party shall designate one or more airlines to operate the services it is thus entitled to establish and shall decide upon the date of opening of such services.

*Article II*

(a) Each Contracting Party shall, subject to the provisions of Article VII, issue the requisite operating permit to the airline or airlines designated by the other Contracting Party ;

(b) Nevertheless, before being authorised to inaugurate the services described in the Annex, such airlines may be called upon to afford proof of qualification in accordance with the laws and regulations normally applied by the aeronautical authorities issuing the operating permit.

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<sup>1</sup> Translation by the Secretariat of the International Civil Aviation Organization.

<sup>2</sup> Traduction du Secrétariat de l'Organisation de l'aviation civile internationale.

<sup>3</sup> Applied as from the date of signature on 17 November 1952, in accordance with article X.

<sup>4</sup> See p. 112 of this volume.

*Article III*

Rates shall be fixed at reasonable levels, due regard being paid to economy of operation, reasonable profit and the characteristics of each service, such as speed and comfort. The recommendations of the International Air Transport Association (IATA) shall also be taken into account. Failing any such recommendations, the Luxembourg and Norwegian airlines shall consult the airlines of third countries operating over the same routes. Their arrangements shall be submitted for approval to the competent aeronautical authorities of the Contracting Parties. If the airlines fail to reach an agreement, the said authorities shall endeavour to find a solution. As a last resort, recourse shall be had to the procedure laid down in Article VII of the present Agreement.

*Article IV*

(a) The Contracting Parties agree that the charges imposed on their respective airline or airlines for the use of airports and other facilities shall not be higher than would be paid for the use of such airports and facilities by their national aircraft engaged in similar international services.

(b) Fuel, lubricating oils, spare parts and equipment introduced into, or taken on board 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 aircraft of that airline, shall be accorded national or most-favoured-nation treatment with respect to customs duties, inspection fees or other national duties and charges.

(c) Aircraft operated by the airline or airlines designated by one Contracting Party on the air services covered by the present Agreement, and supplies of fuel, lubricating oils, spare parts, normal equipment and aircraft stores retained on board the said aircraft shall be exempt on arrival in or departure from the territory of the other Contracting Party, from customs duties, inspection fees or other similar duties and charges, even though such supplies be used or consumed by or in such aircraft on flights within that territory.

*Article V*

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

*Article VI*

(a) The laws and regulations of one Contracting Party relating to entry into and departure from its own territory of aircraft engaged in international air navi-

gation or to the operation and navigation of such aircraft while within its territory, shall apply to aircraft of the airline or airlines of the other Contracting Party.

(b) Passengers, crews and consignors of cargo shall be bound, either in person or through third parties acting on their behalf and in their name to comply with the laws and regulations governing in the territory of each Contracting Party the admission to, stay in and departure from that country of passengers, crews or cargo, such as the regulations relating to entry, clearance, immigration, passports, customs and quarantine.

#### *Article VII*

Each Contracting Party reserves the right to withhold or to revoke the operating permit of any 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 the other Contracting Party, or in case of failure by the airline to comply with the laws and regulations referred to 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 regarding the interpretation and application of this Agreement or of the Annex thereto 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 Aviation signed at Chicago on 7 December 1944.<sup>1</sup>

(c) Nevertheless, the Contracting Parties may, by mutual agreement, settle the dispute by referring it either to an arbitral tribunal or to some other person or body designated by them.

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

#### *Article IX*

The present Agreement and all contracts connected therewith shall be registered with the Council of the International Civil Aviation Organisation set up by the Convention on International Civil Aviation signed at Chicago on 7 December 1944.

#### *Article X*

(a) The present Agreement shall be subject to approval in accordance with the constitutional requirements of each Contracting Party. It shall enter into force on the date of the exchange of diplomatic notes which shall take place as soon as possible.

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<sup>1</sup> See footnote 2, p. 28 of this volume.

(b) Nevertheless, the provisions of the Agreement shall apply provisionally as of the date of signature.

(c) The competent aeronautical authorities of the Contracting Parties shall consult together from time to time in a spirit of close collaboration with a view to satisfying themselves that the principles laid down in the Agreement and the Annex thereto are being applied and properly carried out.

(d) The present Agreement and the Annex thereto shall be brought into harmony with any multilateral agreement which comes into force as between the two Contracting States.

(e) If either Contracting Party desires to modify the terms of this Agreement or of its Annex, it may request consultation between the competent aeronautical authorities of the Contracting Parties, such consultation to begin within a period of 60 days from the date of the request. Any modification of the Annex agreed to by the said authorities shall come into effect when it has been confirmed by an exchange of diplomatic notes.

(f) Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate the present Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organization. Following such notice, the Agreement shall terminate twelve months after the date of its receipt by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgment of receipt by the Contracting Party to which it was addressed, it shall be deemed to have been received 14 days after the receipt of the notice by the International Civil Aviation Organization.

#### *Article XI*

For the purpose of this Agreement and its Annex, unless the texts specify otherwise :

(a) the term “ aeronautical authorities ” shall mean :  
in the case of Luxembourg :

the “ Ministère des Transports – Aéronautique Civile ” or any person or body authorized to perform the functions presently exercised by the “Ministère des Transports – Aéronautique Civile”.

in the case of Norway :

the “Det Kgl. Samferdselsdepartement” or any other person or body authorized to perform the functions presently exercised by that authority.

(b) the term “designated airline” shall mean any airline which the aeronautical authorities of one of the Contracting Parties has notified in writing to the aeronautical authorities of the other Contracting Party as the airline which it intends to designate, in accordance with Articles I and II of the present Agreement, to operate the air services mentioned in said notification.

(c) the term "territory" shall have the meaning assigned to it in Article 2 of the Convention on International Civil Aviation, signed at Chicago on 7 December 1944.

(d) the definitions given in paragraphs (a), (b) and (d) of Article 96 of the Convention on International Civil Aviation shall apply to the present Agreement.

DONE, at Luxembourg this seventeenth day of November 1952, in duplicate in the French and Norwegian languages, both texts being equally authentic.

For the Government of the Grand Duchy of Luxembourg :  
(Signed) Victor BODSON

For the Royal Government of Norway :  
(Signed) Otto KILDAL

#### A N N E X

The designated Luxembourg and Norwegian airlines shall be accorded in the territory of the other Contracting Party, rights of transit and non-traffic stops as well as the right to use the airports and ancillary facilities provided for international traffic.

In addition, they shall enjoy, in the territory of the other Contracting Party the right to pick up and set down international traffic in passengers, mail and cargo under the conditions specified in the present Agreement.<sup>1</sup>

#### SCHEDULE I

##### *Routes which may be Operated by the Norwegian Airlines*

Oslo, via intermediate points, to Luxembourg and points beyond, if desired, in both directions.

#### SCHEDULE II

##### *Routes which may be Operated by the Luxembourg Airlines*

Luxembourg, via intermediate points, to Oslo and points beyond, if desired, in both directions.

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<sup>1</sup> See p. 108 of this volume.

## EXCHANGE OF NOTES

## I

GRAND DUCHY OF LUXEMBOURG

MINISTRY OF FOREIGN AFFAIRS

Luxembourg, 17 November 1952

Monsieur le Ministre,

With reference to the Agreement which was signed today between the Grand Duchy of Luxembourg and of the Kingdom of Norway,<sup>1</sup> I have the honour to inform you that, in accordance with Article I of the Agreement, the Government of Luxembourg has designated the Société Luxembourgeoise de Navigation Aérienne (Luxembourg Airlines) to operate the routes specified in Schedule I of the Annex<sup>2</sup> to the Agreement.

In this connection, I have the honour to confirm, on behalf of my Government, the arrangement concluded in the course of the negotiations which preceded the signing of the Agreement, namely :

- (1) Det Norske Luftfartsselskap A/S (DNL) operating as a partner with Det Danske Luftfartsselskab (DDL) and AB Aerotransport (ABA) under the name of Scandinavian Airlines System (SAS) may operate the services for which authorization is granted in the Agreement by means of aircraft, crews and equipment belonging either to the (DDL) or to the ABA or to both.
- (2) In so far as the Det Norske Luftfartsselskap A/S (DNL) uses aircraft, crews and equipment of the other two airlines participating in the Scandinavian Airlines System (SAS), the provisions of the Agreement shall apply to such aircraft, crews and equipment exactly as if they were aircraft, crews and equipment of Det Norske Luftfartsselskap A/S (DNL), and the competent Norwegian authorities as well as Det Norske Luftfartsselskap A/S (DNL) shall assume full responsibility with regard to them under the Agreement.

I avail myself of this opportunity of renewing to your Excellency the assurances of my highest consideration.

For the Minister of Foreign Affairs,  
Minister of State, President of the Government :

(Signed) Pierre DUPONG

His Excellency Monsieur Otto Jacob Lange Kildal  
Envoy Extraordinary and Minister Plenipotentiary of Norway  
Brussels

<sup>1</sup> See p. 108 of this volume.

<sup>2</sup> See p. 112 of this volume.

## II

## ROYAL LEGATION OF NORWAY

Luxembourg, 17 November 1952

Monsieur le Ministre,

With reference to the Agreement which was signed today between the Kingdom of Norway and the Grand Duchy of Luxembourg, I have the honour to inform you that, in accordance with Article I of the Agreement, the Norwegian Government has designated the Det Norske Luftfartsselskap A/S (DNL) to operate the routes specified in Schedule I of the Annex to this Agreement.

In this connection, I have the honour to confirm, on behalf of my Government, the arrangement concluded during the negotiations which preceded the signing of the Agreement, namely :

[See note I]

I have the honour, etc.

(Signed) Otto KILDAL

Monsieur Victor Bodson  
Minister of Justice and Public Works  
Luxembourg

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