

No. 4870

**DENMARK
and
TUNISIA**

Air Transport Agreement (with annex and exchange of letters). Signed at Tunis, on 14 April 1959

Official text: French.

Registered by Denmark on 11 September 1959.

**DANEMARK
et
TUNISIE**

Accord sur les transports aériens (avec annexe et échange de lettres). Signé à Tunis, le 14 avril 1959

Texte officiel français.

Enregistré par le Danemark le 11 septembre 1959.

[TRANSLATION — TRADUCTION]

No. 4870. AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF DENMARK AND THE GOVERNMENT OF THE REPUBLIC OF TUNISIA. SIGNED AT TUNIS, ON 14 APRIL 1959

The Government of the Kingdom of Denmark and the Government of the Republic of Tunisia (hereinafter referred to as the Contracting Parties), desiring to promote civil air transport between Denmark and Tunisia, and having regard to the Convention adopted at the International Civil Aviation Conference at Chicago on 7 December 1944², have agreed on the following provisions :

Article 1

(a) Each Contracting Party grants to the other Contracting Party, for the benefit of the airline or airlines to be designated by the latter (hereinafter referred to as the designated airline or airlines), the rights specified in paragraph (b) of this article.

(b) The airline or airlines designated by each Contracting Party shall enjoy, in the territory of the other Contracting Party, the right to fly over that territory, the right of transit and the right to make technical stops for non-traffic purposes. They shall also enjoy, for the purpose of operating air services (hereinafter referred to as the agreed services) on the routes specified in the annex³ (hereinafter referred to as the specified routes), the right to pick up and set down international traffic in passengers, mail and cargo.

Article 2

Each air service for which the right of establishment has been granted by one Contracting Party to the other Contracting Party may be inaugurated as soon as the latter Party has designated an airline or airlines to operate the service in question; the Contracting Party granting the said right shall, subject to the provisions of article 7 below, issue without delay the requisite operating permit to the airline or airlines so designated.

¹ Came into force on 14 April 1959, the date of signature, in accordance with article 13.

² 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; Vol. 252, p. 410, and Vol. 324, p. 340.

³ See p. 283 of this volume.

Article 3

In order to prevent discriminatory practices and to ensure equality of treatment :

(a) Each Contracting Party agrees that the charges imposed or authorized for the use of its airports and other facilities by the airlines of the other Contracting Party shall not be higher than would be paid for the use of the said airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts introduced into the territory of one Contracting Party by or on behalf of the airline or airlines designated by the other Contracting Party and intended solely for use by the aircraft of that airline or those airlines shall be accorded, with respect to customs duties, inspection fees or other national duties and charges, the treatment applied to national airlines or to the airline of the most-favoured nation.

(c) Fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one Contracting Party authorized to operate the agreed routes and services shall, on arrival in or departure from the territory of the other Contracting Party, be exempt from customs duties, inspection fees or similar duties, even though such supplies be used or consumed by such aircraft on flights without stops in that territory.

Stocks covered by the exemption specified above may not be unloaded save with the approval of the customs authorities of the other Contracting Party. When unloaded they shall be kept under customs supervision until they are used for the aircraft referred to above or are re-exported.

Article 4

(a) The airline or airlines designated by the two Contracting Parties shall enjoy equal rights to operate the agreed services.

(b) In operating the agreed services, the airline or airlines designated by each Contracting Party shall take into account the interests of the airline or airlines designated by the other Contracting Party so as not to affect unduly the services provided by the latter on the whole or part of the same routes.

(c) The agreed services operated by the airline or airlines designated by each Contracting Party shall be related to the traffic demand on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to meet the demand for the transport of passengers, cargo and mail from or to the territory of the Contracting Party which has designated the airline.

Article 5

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

Article 6

(a) The laws and regulations of one Contracting Party relating to the admission to and departure from its territory of aircraft engaged in international navigation 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) The passengers and crews of aircraft and consignors of goods by air shall comply, either in person 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 respecting the admission, stay and departure of passengers, crews or cargo, such as those respecting entry, clearance, immigration, passports, customs and quarantine.

Article 7

Each Contracting Party reserves the right to withhold an operating permit from an airline designated by the other Contracting Party or to revoke such a permit in any case where it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the latter Party, or in case of failure by such airline to comply with the laws and regulations of the State in whose territory it operates, as indicated in article 6 above, or to fulfil its obligations under this Agreement.

Article 8

(1) Rates for the agreed services shall be fixed at reasonable levels, regard being paid to all relevant factors, including economy of operation, reasonable profit and differences in the characteristics of the service, as well as the rates charged by other airlines regularly operating all or part of the specified route.

(2) The rates to be charged by each of the airlines designated under this Agreement in respect of traffic on any of the specified air routes between the territories of the two Contracting Parties, or between the territories of third countries and the territory of one of the Contracting Parties, shall be fixed either :

(a) In accordance with such rate resolutions as may have been adopted by an airlines organization of which the designated airlines are members, and accepted for that purpose by the two Contracting Parties, or

(b) By agreement between the designated airlines where these are not members of the same airlines organization or where no resolutions as referred to in paragraph (2) above exist.

The rates so fixed shall be submitted to the aeronautical authorities of the two Contracting Parties and shall come into effect forty-five days after notice thereof is received by the said aeronautical authorities, unless either Contracting Party signifies its disapproval.

Article 9

This Agreement and its annex shall be deposited with the International Civil Aviation Organization.

Article 10

Should either Contracting Party desire to modify any provision of the annex to this Agreement, it may request consultation for that purpose between the competent authorities of the two Contracting Parties; such consultation shall begin within sixty days from the date of the request therefor. Any modification agreed upon between the said authorities shall enter into force after it has been confirmed by an exchange of diplomatic notes.

If a general multilateral air transport convention comes into force for both Contracting Parties, they shall consult together with a view to bringing the provisions of this Agreement and its annex into conformity with the provisions of the said convention.

Article 11

The Contracting Parties shall settle any dispute relating to the interpretation or application of this Agreement by direct agreement between the aeronautical authorities. Settlements so reached shall be approved through the diplomatic channel.

If the authorities fail to agree on a settlement, the Contracting Parties shall enter into negotiations through the diplomatic channel. During such negotiations the *status quo* shall be maintained.

However, the Contracting Parties may agree to settle the dispute by referring it either to an arbitral tribunal or to any other person or body appointed by them. The Contracting Parties undertake to comply with the decision given.

Article 12

Either Contracting Party may give notice to the other Contracting Party of its desire to terminate this Agreement. Such notice shall be communicated at the same time to the International Civil Aviation Organization.

Such termination shall take effect twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement before the expiry of this period.

Should the other Contracting Party fail to acknowledge receipt of such notice, it shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

Article 13

This Agreement shall enter into force on the date of its signature.

DONE at Tunis, on 14 April 1959, in duplicate in the French language.

For the Government of the Kingdom of Denmark :

(Signed) René ELLEFSEN

Consul-General Plenipotentiary of Denmark

For the Government of the Republic of Tunisia :

(Signed) Ridha KLIBI

A N N E X

I. DANISH ROUTES

1. Points in Scandinavia—points in Holland and/or points in Germany and/or points in Poland—points in Belgium and/or points in Switzerland and/or points in Austria and/or points in Czechoslovakia—points in Spain and/or points in Yugoslavia and/or points in Hungary and/or points in Greece—Tunis; in both directions.

2. Points in Scandinavia—points in Holland and/or points in Germany and/or points in Poland—points in Belgium and/or points in Switzerland and/or points in Austria and/or points in Czechoslovakia—points in Spain and/or points in Yugoslavia and/or points in Hungary and/or points in Greece—Tunis—points in countries beyond; in both directions.

II. TUNISIAN ROUTES

1. Points in Tunisia—points in Spain and/or points in Yugoslavia and/or points in Hungary and/or points in Greece—points in Belgium and/or points in Switzerland and/or points in Austria and/or points in Czechoslovakia—points in Holland and/or points in Germany and/or points in Poland—points in Scandinavia; in both directions.

2. Points in Tunisia—points in Spain and/or points in Yugoslavia and/or points in Hungary and/or points in Greece—points in Belgium and/or points in Switzerland and/or points in Austria and/or points in Czechoslovakia—points in Holland and/or points in Germany and/or points in Poland—points in Scandinavia—points in countries beyond; in both directions.

N.B. : The designated airline or airlines may, at its or their option, omit any intermediate points or points beyond on the routes specified above.

EXCHANGE OF LETTERS

I

THE CHAIRMAN OF THE ROYAL DELEGATION OF DENMARK

Tunis, 14 April 1959

Sir,

With reference to the civil Air Transport Agreement between the Royal Government of Denmark and the Government of the Republic of Tunisia signed this day,¹ I have the honour to inform you that, in accordance with article 2 of that Agreement, the Danish Government has designated the airline « Det Danske Luftfartselskab » (D.D.L.) to operate the routes specified in the annex² to that Agreement.

On behalf of my Government I have the honour to confirm the following understanding reached in the course of the negotiations which preceded the signature of the Agreement :

(1) “ Det Danske Luftfartselskab ” (D.D.L.), co-operating with “ Det Norske Luftfartselskab ” (D.N.L.) and “ A.B. Aerotransport ” (A.B.A.) under the designation of “ Scandinavian Airlines System ” (S.A.S.), shall be authorized to operate the services assigned to it under the Agreement with aircraft, crews and equipment of either or both of the other two airlines.

(2) In so far as “ Det Danske Luftfartselskab ” (D.D.L.) employs aircraft, crews and equipment of the other two airlines participating in the “ Scandinavian Airlines System ” (S.A.S.), the provisions of the Agreement shall apply to such aircraft, crews and equipment as through they were the aircraft, crews and equipment of “ Det Danske Luftfartselskab ” (D.D.L.), and the competent Danish authorities and “ Det Danske Luftfartselskab ” (D.D.L.) shall accept full responsibility under the Agreement therefor.

I have the honour to ask you to confirm the agreement of the Tunisian Government to the foregoing provisions.

I have the honour to be, etc.

(Signed) René ELLEFSEN
Consul-General Plenipotentiary of Denmark

The Chairman of the Tunisian Delegation

¹ See p. 275 of this volume.

² See p. 283 of this volume.

II

THE CHAIRMAN OF THE TUNISIAN DELEGATION

Tunis, 14 April 1959

Sir,

I have the honour to acknowledge receipt of your letter of today's date which reads as follows :

[*See letter I*]

I have the honour to confirm that my Government agrees to the contents of the above letter.

I have the honour to be, etc.

(*Signed*) Ridha KLIBI

The Chairman of the Royal Delegation of Denmark
