

No. 5096

**DENMARK
and
LUXEMBOURG**

Air Transport Agreement (with annex and exchange of letters). Signed at Luxembourg, on 10 June 1958

Official texts of the Agreement and annex: French and Danish.

Official text of the exchange of letters: French.

Registered by Denmark on 20 April 1960.

**DANEMARK
et
LUXEMBOURG**

Accord relatif aux transports aériens (avec annexe et échange de lettres). Signé à Luxembourg, le 10 juin 1958

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

Texte officiel de l'échange de lettres: français.

Enregistré par le Danemark le 20 avril 1960.

[TRANSLATION — TRADUCTION]

No. 5096. AIR TRANSPORT AGREEMENT¹ BETWEEN DEN-
MARK AND THE GRAND DUCHY OF LUXEMBOURG.
SIGNED AT LUXEMBOURG, ON 10 JUNE 1958

The Government of Denmark and the Government of the Grand Duchy of Luxembourg, desiring to promote civil air transport between Denmark and the Grand Duchy of Luxembourg, have agreed as follows :

Article 1

(a) The Contracting Parties grant each other the rights specified in the annex² to this Agreement, necessary for the establishment of the air services listed in the annex (hereinafter referred to as the "agreed services").

(b) The agreed services may be inaugurated immediately or at a later date, at the option of the Contracting Party to which the rights are granted.

Article 2

(a) Each of the agreed services may be inaugurated as soon as the Contracting Party to which the rights specified in the annex are granted has designated an airline or airlines to operate the said services.

(b) The airline or airlines thus 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 the said authorities to the operation of commercial airlines.

Article 3

Tariffs 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 Danish and Luxembourg airlines shall consult the airlines of third countries operating on 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 8 of this Agreement.

¹ Applied provisionally from 10 June 1958 and came into force definitively on 26 February 1960, the date of receipt by the Danish Government of notice of approval of the Agreement by the Luxembourg Parliament, in accordance with article 15.

² See p. 210 of this volume.

Article 4

(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 facilities 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 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 airline shall be accorded, with respect to customs duties, inspection fees or other duties and 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 airlines of the most favoured nation.

(c) Fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board aircraft of the designated 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 other similar duties and charges, even though such supplies be used by aircraft on flights over that territory.

Article 5

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 on the routes 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 and licences issued to its own nationals by another State.

Article 6

(a) The laws and regulations of each Contracting Party relating to admission to and 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 airlines of the other Contracting Party.

(b) The laws and regulations of each Contracting Party relating to the admission to, stay in or departure from its territory of passengers, crews, mail and cargo, such as regulations relating to entry, clearance, immigration, passports, customs and quarantine, shall apply to passengers, crews, mail and cargo carried by aircraft of the designated airlines of the other Contracting Party while within the said territory.

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 that airline are vested in nationals of either Contracting Party, or in case of failure by the airline to comply with the laws and regulations referred to in article 6 or with the conditions under which the said permit is granted.

Article 8

Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or its annex which cannot be settled by direct negotiation shall be referred for decision to the Council of the International Civil Aviation Organization, unless the Contracting Parties agree to settle the dispute by referring it to an arbitral tribunal appointed by agreement between them or to some other person or body. The Contracting Parties undertake to comply with the decisions given which shall, in all cases, be considered final.

Article 9

The competent aeronautical authorities of the Contracting Parties shall, in a spirit of close collaboration, consult together from time to time in order to satisfy themselves that the principles laid down in the Agreement and its annex are being observed and applied in a satisfactory manner.

Article 10

This Agreement and all contracts connected therewith shall be registered with the International Civil Aviation Organization set up by the Convention on International Civil Aviation signed at Chicago on 7 December 1944.¹

Article 11

This Agreement and its annex shall be brought into harmony with any multilateral convention which may become binding on the two Contracting Parties.

Article 12

If either Contracting Party desires to modify any provision or provisions of this Agreement or its annex, it may request consultation between the competent

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; Vol. 252, p. 410; Vol. 324, p. 340, and Vol. 355.

aeronautical authorities of the Contracting Parties, such consultation to begin within a period of sixty days from the date of the request. Any modification of the Agreement agreed upon by the said authorities shall enter into force as soon as it has been confirmed by an exchange of diplomatic notes. Modifications of the annex may be agreed directly between the competent aeronautical authorities of the Contracting Parties.

Article 13

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

Article 14

For the purpose of this Agreement and its annex, save where the text otherwise provides :

(a) The expression “aeronautical authority” means, in the case of Denmark, the Ministry of Public Works or any person or body authorized to perform the functions for which the Ministry of Public Works is at present responsible and,

in the case of Luxembourg, the Ministry of Transport—Civil Aviation Department, or any person or body authorized to perform the functions for which the Ministry of Transport—Civil Aviation Department is at present responsible;

(b) The expression “designated airline” means any airline which the aeronautical authorities of one Contracting Party shall have mentioned in a notice in writing to the aeronautical authorities of the other Contracting Party as the airline which the former Party intends to designate under articles 1 and 2 of this Agreement to operate on the routes specified in the annex to the Agreement.

(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.

Article 15

The terms of this Agreement shall be applied provisionally from the date of its signature and shall enter into force definitively on the date on which the

Danish Government receives notice of the approval of the said Agreement by the Luxembourg Parliament.

DONE at Luxembourg on 10 June 1958, in duplicate in the Danish and French languages, both texts being equally authentic.

For the Government of Denmark :

(Signed) L. TILLITSE

For the Government of the Grand Duchy of Luxembourg :

(Signed) BECH

(Signed) V. BODSON

A N N E X

The designated Danish and Luxembourg airlines shall enjoy, in the territory of the other Contracting Party, the right of transit and the right to make non-traffic stops; they may also use the airports and other facilities provided for international traffic. They 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 in accordance with the terms of this Agreement.¹

SCHEDULE I

Routes on which the Danish airlines may operate

1. Denmark, via intermediate points, to Luxembourg, in both directions.
2. Denmark, via intermediate points, to Luxembourg and points beyond, in both directions.

SCHEDULE II

Routes on which the Luxembourg airlines may operate

1. Luxembourg, via intermediate points, to Denmark, in both directions.
2. Luxembourg, via intermediate points, to Denmark and points beyond, in both directions.

¹ See p. 206 of this volume.

EXCHANGE OF LETTERS

I

ROYAL LEGATION OF DENMARK

Luxembourg, 10 June 1958

Your Excellency,

With reference to the Agreement signed this day¹ between the Danish Government and the Government of the Grand Duchy of Luxembourg, I have the honour to inform you that, in accordance with article 2 of the Agreement, the Danish Government designates Det Danske Luftfartselskab (DDL) to operate on the routes specified in schedule I of the annex² 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 (DDL), co-operating with Det Norske Luftfartselskap (DNL) and Aktiebolaget Aerotransport (ABA) under the designation of Scandinavian Airlines System (SAS), may 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 (DDL) employs 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 as though they were the aircraft, crews and equipment of Det Danske Luftfartselskab (DDL), and the competent Danish authorities and Det Danske Luftfartselskab (DDL) shall accept full responsibility under the Agreement therefor.

I have the honour to be, etc.

(Signed) L. TILLITSE

His Excellency Mr. Joseph Bech
Minister for Foreign Affairs
etc., etc., etc.
Luxembourg

¹ See p. 206 of this volume.

² See p. 210 of this volume.

II

MINISTRY OF FOREIGN AFFAIRS

Luxembourg, 10 June 1958

Your Excellency,

With reference to the Agreement signed this day between the Government of the Grand Duchy of Luxembourg and the Danish Government, I have the honour to inform you that, in accordance with article 2 of the Agreement, the Government of the Grand Duchy of Luxembourg will designate at a later date an airline or airlines to operate on the routes specified in schedule II of 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 :

[See letter I]

I have the honour to be, etc.

(Signed) BECH
Minister for Foreign Affairs

His Excellency Mr. Lars Pedersen Tillitse
Minister of Denmark
Brussels