

No. 5040

**IRELAND
and
FEDERAL REPUBLIC OF GERMANY**

**Air Transport Agreement (with exchange of notes). Signed
at Bonn, on 12 June 1956**

Official texts : English and German.

Registered by the International Civil Aviation Organization on 11 March 1960.

**IRLANDE
et
RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE**

**Accord relatif aux transports aériens (avec échange de
notes). Signé à Bonn, le 12 juin 1956**

Textes officiels anglais et allemand.

Enregistré par l'Organisation de l'aviation civile internationale le 11 mars 1960.

No. 5040. AIR TRANSPORT AGREEMENT¹ BETWEEN IRELAND AND THE FEDERAL REPUBLIC OF GERMANY.
SIGNED AT BONN, ON 12 JUNE 1956

Ireland and the Federal Republic of Germany,

Desiring to make arrangements for the regulation of air transport between and beyond their respective territories,

Have agreed as follows :

Article 1

For the purpose of the present Agreement, unless otherwise stated in the text :

- a) The term "aeronautical authorities" shall mean in the case of Ireland, the Minister for Industry and Commerce, in the case of the Federal Republic of Germany, the Federal Minister of Transport, or in either case any other person or agency authorized to perform the functions exercised by the said Minister.
- b) The term "territory" in relation to a state shall mean the land areas and territorial waters adjacent thereto under the sovereignty of that state.
- c) The term "designated airline" shall mean an airline that one contracting party has designated in writing to the other contracting party, as being the airline which will be authorized to operate the routes specified in accordance with paragraph (2) of Article 2 of this Agreement.
- d) The term "air service" shall mean any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo.
- e) The term "international air service" shall mean an air service which passes through the air space over the territory of more than one state.
- f) The term "stop for non-traffic purposes" shall mean a landing for any purpose other than taking on or discharging passengers, mail or cargo.

Article 2

- (1) Each contracting party grants to the other contracting party, for the purpose of operating international air services by the designated airlines
- the right of transit,
 - the right of stops for non-traffic purposes,

¹ Came into force on 5 July 1957, one month after the exchange of the instruments of ratification at Dublin on 5 June 1957, in accordance with article 19.

the right of commercial entry and departure for international traffic in passengers, mail or cargo at the points in its territory named on each of the routes specified in accordance with paragraph (2) of this Article.

(2) The routes over which the designated airlines of the two contracting parties will be authorized to operate will be specified in a Route Schedule mutually to be agreed upon in an exchange of notes.¹

(3) As regards any transatlantic service which may be included in the Route Schedule it is agreed that German aircraft flying over Irish territory whether bound eastwards or westwards will land at Shannon airport.

Article 3

(1) The international air services on the routes specified in accordance with paragraph (2) of Article 2 may be inaugurated at any time after

- a) the contracting party to whom these rights are granted has designated in writing an airline or airlines for the operation of the air services ; and
- b) the contracting party granting these rights has authorized the designated airline or airlines to inaugurate the air services.

(2) The contracting party granting these rights shall subject to the provisions of paragraphs (3) and (4) of this Article and subject to the understanding of Article 11 immediately give the permission to operate the international air service.

(3) Either contracting party may require an airline designated by the other contracting party to satisfy it that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied by it to the operation of international air services.

(4) Each contracting party reserves the right to withhold the exercise of the rights provided for in Article 2 from any airline designated by the other contracting party if it is not able to satisfy the competent aeronautical authorities of the first contracting party that substantial ownership and effective control of such airline are vested in nationals or corporations of the other contracting party or in the state itself.

Article 4

(1) Each contracting party may revoke or limit the permission granted under paragraph (2) of Article 3 in the event of failure by a designated airline to comply

¹ See p. 140 of this volume.

with the laws and regulations of the contracting party granting the rights or to comply with the provisions of this Agreement or to fulfil the obligations arising therefrom. This shall also apply if the conditions of paragraph (4) of Article 3 are not fulfilled. Each contracting party will exercise this right only after consultation as provided for in Article 15, unless an immediate suspension of operations or the imposition of conditions is necessary to avoid further infringements of laws or regulations.

(2) Each contracting party shall have the right by written notification to the other contracting party to revoke the designation of an airline in order to replace it by another airline. The newly designated airline shall have the same rights and be subject to the same obligations as the designated airline which it replaces.

Article 5

(1) The laws and regulations of either contracting party relating to the admission into or departure from its territory of aircraft engaged in international air transport, or to the operation and navigation of such aircraft while within its territory shall be applicable to the aircraft of the airline or airlines designated by the other contracting party.

(2) The laws and regulations of either contracting party relating to the admission into or departure from its territory of passengers, crews, mail, or cargo, such as regulations relating to entry, clearance, immigration, passports, customs and quarantine, shall be applicable to the passengers, crews, mail, or cargo of the aircraft of the airline or airlines designated by the other contracting party, while within the territory of the first contracting party.

Article 6

The charges imposed by either contracting party for the use of airports and other aviation facilities by the aircraft of the designated airline or airlines of the other contracting party shall not be higher than those paid for the use of such airports and facilities by its national aircraft engaged in similar international air services.

Article 7

(1) The aircraft operated by the designated airline or airlines of either contracting party entering into, departing from, or flying across the territory of the other contracting party, as well as the regular equipment and spare parts on board such aircraft shall be exempt from customs duties and other charges levied on the occasion of import, export, or transit of goods.

(2) Spare parts and articles of regular equipment which

- a) are removed from the aircraft mentioned in paragraph (1) and stored in the territory of the other contracting party under customs supervision, or
- b) are imported for these aircraft into the territory of the other contracting party and stored there under customs supervision

shall be exempt from the charges mentioned in paragraph (1) above, if they either are installed or taken on board the said aircraft under customs supervision, or are exported again otherwise than on board the said aircraft.

The same exemption from charges shall be granted for such spare parts and articles of equipment taken from appropriate stores of other foreign airlines and installed in said aircraft or otherwise taken on board under customs supervision.

(3) Fuel and lubricating oils on board the aircraft mentioned in paragraph (1) above and introduced into the territory of the other contracting party may be used on board the aircraft free of customs duties and other charges levied on the occasion of import, export, and transit of goods and this also applies on that part of any flight which takes place between points in the territory of that contracting party. This shall likewise apply to fuel and lubricating oils imported into and stored in the territory of a contracting party under customs supervision for the purpose of supplying aircraft of an airline designated by the other contracting party. Other fuel and lubricating oils taken on by these aircraft under customs supervision within the territory of the contracting party and used in international air services shall not be subject to the aforementioned charges nor to possible special consumption charges imposed on fuel and lubricating oils in the territory of that contracting party.

(4) Articles of food and consumption imported on board the aircraft mentioned in paragraph (1) above and subject to compliance with normal customs regulations, issued for immediate supply to passengers and crew members may be consumed aboard the aircraft free of customs duties and other fees levied on the occasion of import, export, and transit of goods while within the territory of the other contracting party, if such aircraft exclusively transport passengers in international air services, and can be continuously supervised by customs authorities, if intermediate landings are made.

(5) As far as no charges are imposed on goods enumerated in the foregoing paragraphs, they shall not be subject to economic prohibitions and restrictions on import, export, and transit which are otherwise applicable.

Article 8

(1) The certificates of airworthiness, certificates of competency and licences of the crew members of an aircraft issued or rendered valid by one contracting party shall be recognized by the other contracting party for the period of their validity.

(2) Each contracting party reserves the right to refuse to recognize, for the purpose of flights over its own territory, certificates of competency and licences granted to its own nationals by the other contracting party or by any other state.

Article 9

(1) There shall be fair and equal opportunity for the airlines of each contracting party to operate on any route specified in accordance with paragraph (2) of Article 2 of this Agreement

(2) In the operation of international air services on the routes specified in accordance with paragraph (2) of Article 2 of this Agreement, by the designated airline or airlines of a contracting party, the interests of the designated airline or airlines of the other contracting party shall be taken into consideration so as not to affect unduly the air services which the latter provide on all or part of the same routes.

(3) The international air services on any of the routes specified in accordance with paragraph (2) of Article 2 of this Agreement shall have as their primary objective the provision of capacity adequate to the foreseeable traffic demands to and from the territory of the contracting party designating the airline. The right of this airline to carry traffic between points of a route specified in accordance with paragraph (2) of Article 2 of this Agreement, located in the territory of the other contracting party and points in third countries shall be exercised in the interests of the orderly development of international air transport and shall be subject to the principles that capacity be related to :

- a) the traffic demand to and from the territory of the contracting party designating the airline,
- b) the traffic demand existing in the areas through which the airline passes, taking account of local and regional services,
- c) the economic requirements of through airline operation.

Article 10

(1) The designated airlines shall communicate to the aeronautical authorities of both contracting parties not later than one month prior to the inauguration of

services on the routes specified in accordance with paragraph (2) of Article 2 of this Agreement the type of service, the types of aircraft to be used and the flight schedules. This shall likewise apply to later changes.

(2) The aeronautical authorities of either contracting party shall supply to the aeronautical authorities of the other contracting party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline or airlines of the first contracting party. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

Article 11

(1) Rates to be charged for passengers and freight on the routes specified in accordance with paragraph (2) of Article 2 of this Agreement shall be fixed by taking into account all factors, such as cost of operation, reasonable profit, the characteristics of the various routes and the rates charged by any other carriers which operate over the same routes or parts thereof and shall be determined in accordance with the following paragraphs.

(2) The rates shall if possible be fixed for each route by agreement between the designated airlines. The designated airlines shall abide by such agreements which can be applied on the basis of the traffic conference procedures in the International Air Transport Association (IATA) or rates shall if possible be agreed upon between the designated airlines concerned in consultation with airlines of third countries which operate over the same routes or parts thereof.

(3) Any rates so agreed upon shall be submitted for approval to the aeronautical authorities of both contracting parties at least thirty days prior to the proposed date of introduction. This period may be reduced in specific cases, if the aeronautical authorities so agree.

(4) If no agreement has been reached between the airlines in accordance with paragraph (2) above or if one of the contracting parties does not agree to the rates submitted for its approval in accordance with paragraph (3) above, the aeronautical authorities of the two contracting parties may fix the rates through joint agreement for those routes or parts thereof for which no agreement was reached.

(5) If no agreement in accordance with paragraph (4) above is reached between the aeronautical authorities of the two contracting parties, the provisions of Article 16 of this Agreement shall apply. Until such time as a decision is given, the contracting party which has expressed disagreement with the rates shall be entitled to request the continuation of the rates previously in effect.

Article 12

If a general multilateral air transport convention accepted by both contracting parties enters into force, the provisions of the multilateral convention shall prevail. Consultations under the provisions of Article 15 may be held to determine the extent to which the present Agreement is amended, supplemented or revoked by the provisions of the multilateral convention.

Article 13

Each airline designated by either contracting party may maintain and employ its own personnel for its business transactions at airports of the other contracting party and in the cities of the other contracting party where it intends to maintain an agency. If a designated airline does not establish its own organization at airports of the other contracting party, it is understood that it shall have such work performed preferably by airport personnel or by the personnel of a designated airline of the other contracting party.

Article 14

A frequent exchange of views shall take place between the aeronautical authorities of the two contracting parties in order to achieve close cooperation in all matters pertaining to the application and interpretation of this Agreement.

Article 15

(1) Consultation may be requested at any time by either contracting party for the purpose of discussing the interpretation, application, or amendment of the Agreement or of the Route Schedule. Such consultation shall begin within a period of two months from the date of receipt of the request.

(2) Amendments of this Agreement, on which agreement has been reached, shall come into force in accordance with the procedure provided for in Article 19 of this Agreement.

(3) Amendments of the Route Schedule shall come into force as soon as they have been agreed upon in an exchange of notes in accordance with paragraph (2) of Article 2.

Article 16

(1) In case of any disagreement arising out of the interpretation or application of this Agreement which cannot be settled in accordance with Articles 14 and 15 of this Agreement, such dispute shall be submitted to an arbitral tribunal at the request of either contracting party.

(2) Such arbitral tribunal shall be composed of one arbitrator to be designated by each contracting party, the chairman to be appointed through their mutual agreement being a national of a third state. If either of the contracting parties fails to designate an arbitrator within two months of the date of delivery by either contracting party of notice requesting arbitration or if the arbitrators cannot reach agreement on the selection of the chairman within another month, the President of the Council of the International Civil Aviation Organization shall be called upon to make the necessary appointments. His decision shall be binding on both contracting parties.

(3) In the event of failure to reach a settlement by negotiation, the arbitral tribunal shall reach its decisions by majority vote. If not agreed otherwise by the contracting parties, the procedure shall be determined by the arbitral tribunal itself ; it shall also determine its location.

(4) Each contracting party shall bear the expenses of its arbitrator as well as one half of the remaining expenses.

(5) The contracting parties undertake to put into effect every interim ruling during the proceedings as well as the decision, such decision to be final in every case.

Article 17

Either contracting party may at any time give notice to the other if it desires to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, the present 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 acknowledgment 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 18

This Agreement, any amendments and any exchange of notes in accordance with paragraph (2) of Article 2 and paragraph (3) of Article 15 of this Agreement shall be notified to the International Civil Aviation Organization for registration.

Article 19

This Agreement shall be ratified. The instruments of ratification shall be exchanged as soon as possible in Dublin. This Agreement shall come into force one month after the exchange of the instruments of ratification.

IN WITNESS WHEREOF, the undersigned plenipotentiaries have signed the present Agreement.

DONE at Bonn this 12th day of June, 1956, in duplicate in the English and German languages, both texts being equally authentic.

For Ireland :

T. J. KIERNAN

For the Federal Republic of Germany :

V. BRENTANO

EXCHANGE OF NOTES

I

The Minister for Foreign Affairs of the Federal Republic of Germany to the Irish Minister at Bonn

[GERMAN TEXT — TEXTE ALLEMAND]

DER BUNDESMINISTER DES AUSWÄRTIGEN

Bonn, den 12. Juni 1956

Herr Gesandter!

Ich beehre mich, auf Artikel 2 Absatz 2 des am 12. Juni 1956 unterzeichneten Abkommens über den Luftverkehr zwischen der Bundesrepublik Deutschland und Irland Bezug zu nehmen. In den Verhandlungen, die im Zusammenhang mit dem vorgenannten Abkommen geführt worden sind, ist Einverständnis darüber erzielt worden, dass der Fluglinienverkehr auf den in nachstehendem Fluglinienplan festgelegten Linien durchgeführt werden kann :

FLUGLINIEN-PLAN

I. FLUGLINIEN, DIE VON DEN VON DER BUNDESREPUBLIK DEUTSCHLAND BENANNTEN UNTERNEHMEN BETRIEBEN WERDEN

1	2	3	4
<i>Abgangspunkte</i>	<i>Zwischenlandepunkte</i>	<i>Punkte im Gebiet von Irland</i>	<i>Punkte darüber hinaus</i>
1. Punkte in der Bundesrepublik Deutschland	Amsterdam und/oder Brüssel und/oder Manchester	Dublin	./.
2. Punkte in der Bundesrepublik Deutschland	Zwischenlandepunkte	Shannon	Punkte darüber hinaus

II. FLUGLINIEN, DIE VON DEN VON IRLAND BENANNTE UNTERNEHMEN BETRIEBEN
WERDEN

1	2	3	4
<i>Abgangspunkte</i>	<i>Zwischenlandepunkte</i>	<i>Punkte im Gebiet der Bundesrepublik Deutschland</i>	<i>Punkte darüber hinaus</i>
1. Punkte in Irland	Manchester und/oder Brüssel und/oder Amsterdam	Düsseldorf und/oder Frankfurt	./.
2. Punkte in Irland	Manchester und/oder Amsterdam	Hamburg	Kopenhagen
3. Punkte in Irland	Manchester und/oder Brüssel und/oder Amsterdam	Düsseldorf und/oder Stuttgart	Punkte in der Schweiz und/oder Italien

Ich habe die Ehre, Eurer Excellenz zur Kenntnis zu bringen, dass sich die Regierung der Bundesrepublik Deutschland mit dem vorstehenden Fluglinienplan einverstanden erklärt. Ich wäre Ihnen dankbar, wenn Sie mich wissen liessen, ob die Irische Regierung diesen Fluglinienplan ebenfalls billigt. Bejahendenfalls werden diese Note und Ihre Antwort als Abkommen zwischen unseren Regierungen angesehen werden.

Genehmigen Sie, Herr Gesandter, die erneute Versicherung meiner ausgezeichnetsten Hochachtung.

(Gez.) V. BRENTANO

[TRANSLATION — TRADUCTION]

MINISTER FOR FOREIGN AFFAIRS

Bonn, 12 June 1956

Excellency :

[See note II]

Accept, Excellency, etc.

(Signed) V. BRENTANO

II

The Irish Minister at Bonn to the Minister for Foreign Affairs of the Federal Republic of Germany

Bonn, June 12th, 1956

Your Excellency,

I have the honour to acknowledge receipt of Your Excellency's note of today's date which reads in English translation as follows :

"I have the honour to refer to paragraph 2 of Article 2 of the Air Transport Agreement between the Federal Republic of Germany and Ireland signed on June 12th, 1956.¹

"In the negotiations which have been conducted in connection with the above-mentioned Agreement it has been agreed that air services may be operated in accordance with the following Route Schedule :

"ROUTE SCHEDULE

"I. ROUTES TO BE OPERATED BY AIRLINES DESIGNATED BY THE FEDERAL REPUBLIC OF GERMANY

1	2	3	4
<i>Points of Origin</i>	<i>Intermediate Points</i>	<i>Points in the territory of Ireland</i>	<i>Points beyond</i>
1. Points in the Federal Republic of Germany	Amsterdam and/or Brussels and/or Manchester	Dublin	./.
2. Points in the Federal Republic of Germany	Intermediate points	Shannon	Points beyond

¹ See p. 122 of this volume.

“II. ROUTES TO BE OPERATED BY AIRLINES DESIGNATED BY IRELAND

1	2	3	4
<i>Points of Origin</i>	<i>Intermediate Points</i>	<i>Points in the territory of the Federal Republic of Germany</i>	<i>Points beyond</i>
1. Points in Ireland	Manchester and/or Brussels and/or Amsterdam	Düsseldorf and/or Frankfurt	./.
2. Points in Ireland	Manchester and/or Amsterdam	Hamburg	Copenhagen
3. Points in Ireland	Manchester and/or Brussels and/or Amsterdam	Düsseldorf and/or Stuttgart	Points in Switzerland and/or Italy

“I have the honour to inform you that the Government of the Federal Republic of Germany agrees with the above Route Schedule. I shall be glad if you will inform me if the Government of Ireland also agree with the Route Schedule. If this should be the case this Note and your reply shall be regarded as constituting an agreement between our Governments.”

In reply I have the honour to inform you that the Irish Government are in agreement with the arrangements set out therein. Your Note, together with the present reply shall, therefore, be regarded as constituting an agreement between our two Governments.

Accept, Excellency, the renewed assurance of my highest consideration.

(Signed) T. J. KIERNAN