

No. 7437

**DENMARK
and
YUGOSLAVIA**

**Air Transport Agreement (with annex, exchange of notes
and *procès-verbal*). Signed at Copenhagen, on 11 February 1964**

Official text: French.

Registered by Denmark on 15 October 1964.

**DANEMARK
et
YOUGOSLAVIE**

**Accord (avec annexe, échange de notes et *procès-verbal*)
relatif aux transports aériens. Signé à Copenhague,
le 11 février 1964**

Texte officiel français.

Enregistré par le Danemark le 15 octobre 1964.

[TRANSLATION — TRADUCTION]

No. 7437. AIR TRANSPORT AGREEMENT¹ BETWEEN THE KINGDOM OF DENMARK AND THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA. SIGNED AT COPENHAGEN, ON 11 FEBRUARY 1964

The Government of the Kingdom of Denmark and the Government of the Socialist Federal Republic of Yugoslavia, hereinafter referred to as the "Contracting Parties",

Considering :

That it is desirable for them to organize their scheduled air transport in a safe and orderly manner and to develop their co-operation in this field as much as possible, thus contributing to international co-operation,

That it is therefore necessary to conclude an Agreement regulating scheduled air transport between their countries,

Have appointed their plenipotentiaries, duly authorized for this purpose, who have agreed as follows :

Article I

The Contracting Parties grant each other, on a basis of reciprocity, the right to establish the scheduled air services specified in the annex² to this Agreement.

In accordance with the provisions of this Agreement, all or part of these services may be operated immediately or at a later date at the option of the Contracting Party to whom this right is granted.

Article II

1. The aeronautical authority of each Contracting Party shall notify the aeronautical authority of the other Contracting Party of the designation of one or more airlines which may operate scheduled air services by virtue of this Agreement.

2. On receipt of such notice, the aeronautical authority of the other Contracting Party shall, subject to the provisions of paragraph 3 below and of article III of this Agreement, grant the necessary operating permit to the designated airline or airlines without delay.

¹ Came into force on 31 July 1964, the date of the exchange of notes by which the Contracting Parties notified each other that ratification or approval of the Agreement pursuant to their constitutional procedures had been effected, in accordance with the provisions of article XIX.

² See p. 257 of this volume.

3. The aeronautical authorities concerned may, before granting the above-mentioned permit to a designated airline, satisfy themselves that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied to international air services, provided that the said laws and regulations do not conflict with the provisions of this Agreement.

4. At any time after the provisions of paragraphs 1 and 2 of this article have been complied with, the airline or airlines so designated and authorized may begin to operate the scheduled air services.

Article III

1. The aeronautical authority of each Contracting Party reserves the right to withhold or withdraw an operating permit temporarily or permanently from the designated airline or airlines of the other Contracting Party whenever it has no proof that substantial ownership and effective control of the said airlines are vested in one or other of the Contracting Parties or in their nationals.

2. The aeronautical authorities of the Contracting Parties reserve the right to withdraw the operating permit temporarily or permanently whenever the designated airline or airlines fail to comply with the laws and regulations normally applied in their respective territories to international air services, or to observe the provisions of this Agreement.

3. Nevertheless, this action may be taken only if consultations between the aeronautical authorities have failed to produce agreement.

Article IV

Transport for remuneration from one point to another in the same territory (cabotage) remains reserved exclusively to the national airlines of each Contracting Party, whatever the real origin or destination of the traffic in question.

Article V

1. The designated airline or airlines shall receive fair and equitable treatment for the purpose of operating the services specified in the annex.

2. The rights granted may not be improperly exercised by the designated airline or airlines of either Contracting Party to the detriment or disadvantage of any airline of the other Contracting Party operating scheduled transport services on all or part of the same route specified in the annex.

Article VI

No distinction shall be made by the Contracting Parties in their territories between the designated airlines and foreign airlines.

Article VII

1. Tariffs shall be fixed at reasonable levels, due regard being paid to economy of operation, reasonable profit and the characteristics of the agreed services, in such a manner as to avoid any undesirable competition. In fixing these tariffs, account shall also be taken of the principles governing international air services in the matter.

2. The designated airlines of each Contracting Party shall submit to the aeronautical authority of the other Contracting Party their time-tables, for approval, and their tariffs, for information, at least thirty days before they are put into effect. Any alteration in these time-tables or tariffs shall be communicated for the same purpose, to the said authorities, as soon as possible.

Article VIII

1. Each Contracting Party agrees that the sums payable by the designated airline or airlines of the other Contracting Party for the use of airports and other technical installations shall not be higher than those paid by other foreign airlines operating similar international services.

2. Fuel and lubricating oils taken on board in, and spare parts and regular equipment introduced into, the territory of one Contracting Party solely for use by aircraft employed by the designated airline or airlines of the other Contracting Party on the agreed services shall be accorded in that territory, subject to reciprocity, treatment as favourable as that granted to foreign airlines operating similar international services with respect to customs duties, inspection fees or other national duties and charges.

3. Aircraft used by the designated airline or airlines of one Contracting Party for the operation of the air services specified in the annex and fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board such aircraft shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees and other national duties and charges, even though, within the limits essential for operation of the agreed services, they are used or consumed while within that territory, provided, however, that they are not disposed of.

4. Articles exempted under paragraph 3 above may not be unloaded in the territory of a Contracting Party save with the consent of the customs authorities of that Contracting Party. Between flights they shall be subject to supervision by the said authorities, but this shall not preclude their movement or use for technical purposes.

5. Equipment, spare parts and tools introduced into and stored in the territory of one Contracting Party by the designated airline or airlines of the other Contracting Party in accordance with the provisions of paragraphs 2, 3 and 4 of this article may nevertheless be released to airlines of third countries in the interest of the safety and regularity of their international air services.

Article IX

Certificates of airworthiness and licences issued or rendered valid by either Contracting Party shall be recognized by the other Contracting Party for the purpose of operating the agreed services. Each Contracting Party reserves the right, however, to refuse to recognize for the purpose of flight over its territory licences issued to its nationals by another State.

Article X

Aircraft employed by the designated airline or airlines of the Contracting Parties on the services described in the annex and members of their crews shall carry the following valid documents :

- Certificate of registration ;
- Certificate of airworthiness ;
- Appropriate licences for each member of the crew ;
- Journey log book or document in lieu thereof ;
- Aircraft radio operating licence ;
- Passenger list ;
- Cargo and mail manifest ; and
- If required, a special permit to carry certain types of cargo by air.

Article XI

1. Each Contracting Party undertakes to render the same measure of assistance in its territory to aircraft of the other Contracting Party which are in distress as it would to its own aircraft. This undertaking shall cover in like measure searches for missing aircraft.

2. In the event of such an aircraft being involved in an accident resulting in death, serious injury, or serious damage to the aircraft, the Contracting Party in

whose territory the accident occurred shall institute an inquiry into the cause and circumstances of the accident. The Contracting Party to which the aircraft belongs shall be permitted to send observers to attend such an inquiry. The Contracting Party conducting the inquiry shall report the results and findings thereof to the other Contracting Party through its aeronautical authority.

Article XII

1. The laws and regulations of either Contracting Party concerning the admission to, stay in and departure from its territory of aircraft engaged in international air navigation or the operation of such aircraft on and over that territory shall apply to aircraft of the designated airline or airlines of the other Contracting Party.

2. The laws and regulations of either Contracting Party concerning the admission to, stay in and departure from its territory of passengers, crews, mail and cargo, such as those relating to immigration, passports, customs, currency control and quarantine, shall apply to the passengers, crews, mail and cargo carried on board aircraft of the designated airline or airlines of the other Contracting Party while within that territory.

3. The designated airline or airlines of either Contracting Party shall be required to conduct their commercial operations in the territory of the other Contracting Party in accordance with the latter's laws and regulations.

Article XIII

In a spirit of close collaboration, the aeronautical authorities of the Contracting Parties shall consult each other from time to time in order to satisfy themselves that the principles laid down in this Agreement are being properly applied and shall exchange all the information necessary for this purpose.

Article XIV

1. If either Contracting Party considers it desirable to modify any clause of this Agreement, it may at any time request, through the diplomatic channel, negotiations on the matter between the aeronautical authorities of the two Contracting Parties. Such negotiations shall begin within sixty days from the date of the request. If the said authorities agree on the modifications to be made, the latter shall enter into force only after each Contracting Party has notified the other Contracting Party of the ratification or approval of such modifications in accordance with its constitutional procedures.

2. If the aeronautical authority of either Contracting Party considers it necessary to modify or add to any clause of the annex, it may at any time request negotiations with the aeronautical authority of the other Contracting Party. Such nego-

tiations shall take place within sixty days from the date of the request. If the said authorities agree on the proposed modifications and additions, the same shall be adopted by means of an arrangement in writing which shall also fix the date of its entry into effect. Such arrangement may not depart from the principles laid down by this Agreement.

Article XV

The Contracting Parties shall endeavour to settle by direct negotiations any dispute which may arise in connexion with the interpretation or application of this Agreement and its annex.

If such negotiations do not result in an agreement within a period of ninety days, the Contracting Parties shall refer the dispute to an arbitral tribunal. For this purpose, each Contracting Party shall appoint one arbitrator. The arbitrators thus appointed shall select a referee who shall be a national of a third State.

If the arbitrators have not been appointed within sixty days after one Contracting Party gave notice of its intention to have recourse to an arbitral tribunal, or if the arbitrators cannot agree within a period of thirty days on the choice of a referee, the President of the International Court of Justice at The Hague shall be requested to make the necessary appointments.

Each Contracting Party shall bear half the costs of the arbitration.

The decisions of the arbitral tribunal shall be binding on both Contracting Parties.

Article XVI

For the purpose of this Agreement and its annex :

- The term “*territory*” means the land areas and waters, including airspace, under the sovereignty of the State in question ;
- The expression “*air service*” means any scheduled air service performed by aircraft for the public transport of passengers, mail and cargo ;
- The expression “*international air service*” means any air service which passes through the airspace over the territory of more than one State ;
- The term “*airline*” means any air transport enterprise operating an international air service ;
- The expression “*designated airline*” means any airline which either Contracting Party has chosen for the operation of the agreed services and which has been designated in accordance with the provisions of article II of this Agreement ;

—The expression “*aeronautical authority*” means :

In the case of the Kingdom of Denmark : the Ministry of Public Works.

In the case of the Socialist Federal Republic of Yugoslavia : the Directorate General of Civil Aviation.

These bodies may be replaced by any other body which may hereafter be authorized to assume the functions at present exercised by them.

Article XVII

The Contracting Parties shall, in so far as they are bound to do so under their international commitments, notify the International Civil Aviation Organization of this Agreement and its annex, and of any modifications or denunciation thereof.

Article XVIII

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to denounce this Agreement. The Agreement shall terminate twelve months after the date of receipt of such notice by one of the Contracting Parties unless the notice is withdrawn by agreement before the expiry of that period.

Article XIX

This Agreement shall enter into force on the date on which the Contracting Parties notify each other by an exchange of notes, which shall take place at Belgrade as soon as possible, that they have completed its ratification or approval in accordance with their respective constitutional procedures.

Nevertheless, it shall be applied provisionally with effect from the date of signature.

IN WITNESS WHEREOF the plenipotentiaries, duly authorized by their respective Governments, have signed this Agreement, done in duplicate in the French language, and have thereto affixed their seals.

DONE at Copenhagen on 11 February 1964.

For the Government of the Kingdom of Denmark :

Per HÆKKERUP

For the Government of the Socialist Federal Republic of Yugoslavia :

Lazar LILIĆ

ANNEX

Section I

The designated Danish airline or airlines may operate the following scheduled air services :

A. 1. Points in Denmark – Düsseldorf or Berlin – Vienna or Prague or Budapest – Belgrade and/or Zagreb and/or Dubrovnik, in both directions ;

2. Points in Denmark – Düsseldorf or Berlin – Vienna or Prague – Belgrade and/or Dubrovnik – Istanbul and/or Tel Aviv and/or Damascus and/or Beirut and/or Cairo and beyond in both directions ; and

3. Points in Denmark – Zagreb and/or Dubrovnik – Athens, in both directions.

B. During the operation of these services, it or they shall have the right :

- (a) To set down in Yugoslav territory passengers, mail and cargo picked up in Danish territory ;
- (b) To pick up in Yugoslav territory passengers, mail and cargo destined for Danish territory ;
- (c) To set down and pick up in Yugoslav territory passengers, mail and cargo coming from and destined for the points situated in third countries mentioned in A, with the exception of Athens and Beirut ; and
- (d) To omit calling at one or more points situated in third countries.

Section II

The designated Yugoslav airline or airlines may operate the following scheduled air services :

A. 1. Points in Yugoslavia – Vienna or Prague or Warsaw – Berlin or Frankfurt or Munich – Copenhagen, in both directions ;

2. Points in Yugoslavia – Vienna or Prague or Warsaw – Berlin or Frankfurt or Munich – Copenhagen – Malmö and/or Göteborg – Oslo and/or Stockholm – Helsinki and beyond in both directions ; and

3. Points in Yugoslavia – Copenhagen – Malmö and/or Göteborg – points in the United Kingdom, in both directions.

B. During the operation of these services, it or they shall have the right :

- (a) To set down in Danish territory passengers, mail and cargo picked up in Yugoslav territory ;
- (b) To pick up in Danish territory passengers, mail and cargo destined for Yugoslav territory ;
- (c) To set down and pick up in Danish territory passengers, mail and cargo coming from and destined for the points situated in third countries mentioned in A, with the exception of the points in the United Kingdom ; and
- (d) To omit calling at one or more points situated in third countries.

EXCHANGE OF NOTES

I

Copenhagen, 11 February 1964

Sir,

With reference to the Air Transport Agreement between the Kingdom of Denmark and the Socialist Federal Republic of Yugoslavia signed this day, I have the honour to inform you that, in accordance with article II, paragraph 1, of that Agreement, the Government of the Kingdom of Denmark has designated the airline Det Danske Luftfartselskab (DDL) to operate the service specified in the annex.

On behalf of my Government, I have the honour to confirm the following understanding :

1. The airline Det Danske Luftfartselskab (DDL), co-operating with the airlines Det Norske Luftfartselskap A/S (DNL) and AB Aerotransport (ABA) under the designation of Scandinavian Airlines System (SAS), shall be authorized to operate the agreed service with aircraft, crews and equipment of either or both of the latter two airlines ; and

2. In so far as the airline 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 belonged to the airline Det Danske Luftfartselskab (DDL), and the competent Danish authorities and Det Danske Luftfartselskab (DDL) shall accept full responsibility under the Agreement therefor.

Accept, Sir, the assurances of my highest consideration.

Per HÆKKERUP

II

Copenhagen, 11 February 1964

Sir,

With reference to the Air Transport Agreement between the Socialist Federal Republic of Yugoslavia and the Kingdom of Denmark signed this day, I have the honour to inform you that, in accordance with article II, paragraph 1, of that Agreement, the Government of the Socialist Federal Republic of Yugoslavia has designated

the airline Jugoslovenski Aerotransport "JAT" to operate the service specified in the annex.

I am in a position to confirm on behalf of my Government the following understanding :

[See note I]

Accept, Sir, the assurances of my highest consideration.

Lazar LILIĆ

PROCÈS-VERBAL

In the course of the negotiations which took place at Copenhagen from 14 to 18 October 1963, inclusive, for the purpose of concluding an Air Transport Agreement between the Kingdom of Denmark and the Socialist Federal Republic of Yugoslavia, the Danish delegation requested that the first and second freedoms of the air be granted by the Agreement.

As the Yugoslav delegation was not in a position to comply with this request, its chairman made the following statement in connexion therewith :

The first and second freedoms of the air shall be granted to the Danish airline or airlines in accordance with such procedure as is at present in force or may eventually be prescribed for flights over Yugoslav territory, with or without technical stops, by aircraft of any other foreign airline.

DONE at Copenhagen on 11 February 1964.

For the Government of the Kingdom of Denmark :

Per HÆKKERUP

For the Government of the Socialist Federal Republic
of Yugoslavia :

Lazar LILIĆ