

No. 7859

**FINLAND
and
LUXEMBOURG**

**Air Transport Agreement (with annex). Signed at Helsinki,
on 15 August 1961**

Official text: English.

Registered by Finland on 21 July 1965.

**FINLANDE
et
LUXEMBOURG**

**Accord (avec annexe) relatif aux transports aériens. Signé
à Helsinki, le 15 août 1961**

Texte officiel anglais.

Enregistré par la Finlande le 21 juillet 1965.

No. 7859. AIR TRANSPORT AGREEMENT¹ BETWEEN FINLAND AND THE GRAND DUCHY OF LUXEMBOURG. SIGNED AT HELSINKI, ON 15 AUGUST 1961

The Government of Finland and the Government of the Grand Duchy of Luxembourg, considering

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

— that it is desirable to organize scheduled air service in a safe and orderly manner and to further as much as possible the development of international co-operation in this field, and

— that it is necessary to conclude an agreement regulating scheduled air services between and through the Finnish and Luxembourg territories,

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

Article 1

(a) The Contracting Parties grant each other the rights specified in the Annex hereto for the establishment of the international services defined in this Annex, which pass through or serve their 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 2

(a) Each Contracting Party shall, subject to the provisions of Article 7, issue the requisite operating permit to the airline or airlines designated by the other Contracting Party.

(b) Nevertheless, before being authorized 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.

Article 3

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

¹Provisionally applied from 15 August 1961, the date of signature, and came into force on 20 May 1963, the date on which the Contracting Parties had notified each other of their approval of the Agreement, in accordance with article 10.

speed and comfort. The recommendations of the International Air Transport Association (IATA) shall also be taken into account. Failing any such recommendations, the Finnish and Luxembourg 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 8 of the present Agreement.

Article 4

(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 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 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 6

(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

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) 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 7

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 6 or to fulfil its obligations under the present Agreement.

Article 8

(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 1944.¹

(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 9

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

¹ United Nations, *Treaty Series*, Vol. 15, p. 295. For the texts of the Protocols amending this Convention, see Vol. 320, pp. 209 and 217; Vol. 418, p. 161, and Vol. 514, p. 209.

Article 10

This Agreement shall be provisionally applied as of the date of signature. It shall come into force as soon as the approval by the Parliament of Luxembourg has been notified to the Government of Finland and the Government of the Grand Duchy of Luxembourg has been notified by the Government of Finland of their approval of the Agreement.

Article 11

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.

Article 12

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.

Article 13

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.

Article 14

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, this 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 15

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 Finland, the Office of Civil Aviation of the Ministry of Communications and Public Works or any other person or body authorized to perform the functions presently exercised by this authority;

in the case of Luxembourg, the Ministry of Transport and Civil Aviation or any person or body authorized to perform the functions presently exercised by this 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 1 and 2 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 Helsinki this 15th day of August 1961 in duplicate in the English language.

For the Government of Finland :
Reino PALAS

For the Government of the Grand Duchy of Luxembourg :
HAMER

ANNEX

The designated Finnish and Luxembourg 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.

SCHEDULE I

Routes which may be operated by the Finnish Airlines

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

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.

SCHEDULE II

Routes which may be operated by the Luxembourg Airlines

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