

No. 12434

**IRAQ
and
LUXEMBOURG**

**Air Transport Agreement (with annex). Signed at Baghdad
on 14 March 1961**

Authentic texts: Arabic and English.

Registered by the International Civil Aviation Organization on 19 April 1973.

**IRAK
et
LUXEMBOURG**

**Accord relatif au transport aérien (avec annexe). Signé à
Bagdad le 14 mars 1961**

Textes authentiques : arabe et anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 19 avril 1973.

AIR TRANSPORT AGREEMENT¹ BETWEEN THE REPUBLIC OF IRAQ AND THE GRAND DUCHY OF LUXEMBOURG

The Government of the Republic of Iraq and the Government of the Grand Duchy of Luxembourg, hereinafter referred to as the "Contracting Parties", considering

That the possibilities of civil aviation for the purposes of transport can be considerably increased;

That it is desirable to organise regular international air services in a safe, reliable, and orderly manner and to promote international co-operation in this field in the greatest possible measure;

That it is desirable to conclude an agreement for the purpose of establishing adequate rules for the operation of regular air services between and through the territories of the Republic of Iraq and of the Grand Duchy of Luxembourg;

Have appointed their representatives who, being duly authorised to that effect, have agreed as follows:

Article I. (a) Each Contracting Party grants to the other Contracting Party the rights specified in the annex to this Agreement for the purpose of the establishment of the air services therein described which cross or fly over or are operated between their respective territories.

(b) Each Contracting Party shall designate one airline or more airlines to operate the air service routes which it may establish and shall later decide on the date of the inauguration of the said routes.

Article II. (a) The required operating permission shall be given by each Contracting Party, subject to the provisions of article VII hereafter, to the airline and/or airlines designated by the other Contracting Party.

(b) However, before these airlines are authorised to begin the operation of the air services defined in the annex, they may be required to satisfy the aeronautical authorities granting the operating permit that they are qualified to fulfil the conditions prescribed under the laws and regulations normally applied by the said authorities.

Article III. (a) Tariffs shall be fixed at reasonable rates, due regard being paid to the cost of operation, normal profits, and the characteristics of each service such as speed and comfort.

(b) In case agreement is not reached between the two Contracting Parties on the fixing of tariffs, the tariffs fixed by the International Air Transport Association (IATA) shall be applied as far as possible.

Article IV. (a) The Contracting Parties agree that for the use of airports and other facilities offered by one Contracting Party to the designated airline and/or airlines of the other Contracting Party shall not be liable to pay charges and fees in excess of those payable by aircraft engaged in the operation of similar international air services.

(b) Such fuel, oil, spare parts and normal equipment as are introduced into or taken off an aircraft in the territory of one of the Contracting Parties by or on behalf of the

¹ Came into force on 22 August 1966 by the exchange of instruments of ratification which took place at Luxembourg, in accordance with article XIV.

designated airline or airlines of the other Contracting Party and are intended solely for use by and in the aircraft of the said airline and/or airlines shall be granted, with respect to customs duties, inspection fees, and any other charges and fees, treatment not less favourable than that granted to the airlines of the most favoured nation.

(c) All such aircraft as are operated by the designated airline and/or airlines of one of the Contracting Parties on the routes covered by the present Agreement and all such fuel, oil, spare parts, normal equipment, and aircraft stores as are retained on board aircraft of the designated airline and/or airlines shall be exempt on their arrival in and in the territory of the other Contracting Party from customs duties, inspection fees, and other duties, fees, and charges even though such supplies as those mentioned above be used or consumed by and/or on board aircraft flying over and/or within the said territory.

Article V. Certificates of airworthiness, certificates of competency, and licences issued or rendered valid by one Contracting Party shall be recognized by the other Contracting Party as valid for the purpose of operating the air services defined in the annex to the present Agreement. However, each Contracting Party shall reserve the right to refuse to recognize, for the purpose of flights above and over its own territory, certificates of competency and licences granted to its own nationals by another State.

Article VI. (a) Such laws and regulations of one Contracting Party as relate to entry into or 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 designated airline and/or airlines of the other Contracting Party.

(b) Passengers, crews, and consigners of freight shall be required, in the territory of either Contracting Party, to comply either in person or through the intermediary of a third person acting in their name and on their account with the laws and regulations governing the entry into, the presence in, and the departure from that country of passengers, crews, freight, mail, and cargo such as the laws and regulations relating to entry, clearance, immigration, passports, customs, and quarantine.

Article VII. Each Contracting Party reserves the right to withhold an operating permit from an airline designated by the other Contracting Party, or to suspend or revoke the same in any case where it is not satisfied that substantial ownership and effective control are vested in nationals of either Contracting Party, or in case of failure by an airline to comply with the laws and regulations referred to in article VI, or to fulfil its obligations under this Agreement.

Article VIII. The aeronautical authorities of the two Contracting Parties shall, in a spirit of close co-operation, consult with one another from time to time to give effect to the principles embodied in this Agreement and its annex and apply them satisfactorily.

Article IX. (a) The Contracting Parties agree that they shall submit to arbitration any dispute relating to the interpretation and application of the present 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 the Convention on International Civil Aviation signed at Chicago on 7th December, 1944.¹

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.

(c) Nevertheless, the Contracting Parties may, by mutual agreement, settle the dispute by referring it either to an arbitral tribunal or to any other person or body or organisation designated by them.

(d) The Contracting Parties undertake to comply with the decision given.

Article X. (a) The present Agreement and all documents 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 the 7th December, 1944.

(b) The annex to the present Agreement shall be deemed to form part of the Agreement itself.

Article XI. If either Contracting Party considers it desirable to amend and/or modify the annex to the present Agreement, it may request consultation between the competent aeronautical authorities of the Contracting Parties, this consultation beginning not later than sixty days after the request. Any such amendment and/or modification of the annex as agreed between the said authorities shall come into force by an exchange of notes through diplomatic channels.

Article XII. 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 simultaneously communicated to the International Civil Aviation Organization. After such notice is given the present Agreement shall terminate twelve calendar months after the date of receipt of the said notice by the other Contracting Party, unless the said notice to terminate be withdrawn by mutual agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party the said notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

Article XIII. For the purposes of the present Agreement and of the annex thereto, unless the context otherwise requires:

(a) The term "aeronautical authorities" shall mean, in the case of the Republic of Iraq, the Directorate General of Civil Aviation or any person, body or organisation, authorised to exercise the functions of the said Directorate.

In the case of Grand Duchy of Luxembourg; the "Ministry of Transport—Civil Aviation Department" or any other person or body or organisation authorised to perform any functions at present exercised by or dependent on the "Ministry of Transport—Civil Aviation Department".

(b) The term "designated airline" shall mean the airline and/or air transport enterprise which the aeronautical authorities of one of the Contracting Parties shall have notified in writing to the aeronautical authorities of the other Contracting Party as being the air carriers or air transport enterprise designated by this Party under articles I and II of the present Agreement to operate the routes specified in such notification.

(c) The term "territory" shall mean the land areas, territorial waters adjacent thereto and the airspace above are under the sovereignty of either Contracting Party.

(d) The definitions contained in paragraphs (a), (b), and (d) of article 96 of the Convention of International Civil Aviation signed at Chicago on the 7th December, 1944, shall apply.

Article XIV. The present Agreement shall be ratified in accordance with the laws in force with the two Contracting Parties and shall come into force from the date on which the exchange of the instruments of ratification takes place in Luxembourg. In faith whereof the two accredited Representatives have signed this Agreement.

DONE in Baghdad on the 14th day of March, 1961, in two original copies, in Arabic and English, each having the same authenticity and same force.

For the Government
of the Republic of Iraq:

[Signed—Signé]¹

For the Government
of the Grand Duchy of Luxembourg:

[Signed—Signé]²

ANNEX

On the territory of each Contracting Party, the designated airline of the other Contracting Party shall enjoy the rights of transit and of non-commercial stop, with the faculty to use the airports and complementary facilities provided for international traffic; it shall also enjoy at the points specified in the schedules hereafter the right to take up and the right to set down international traffic in passengers, mail and cargo at the conditions set out in the present Agreement.

SCHEDULE I.

The air route to be operated by the Iraqi airline or airlines:

Points in Iraq — intermediate points as desired — Luxembourg and beyond and vice versa.

SCHEDULE II.

(a) The air route to be operated by the Luxembourg airline or airlines:

Luxembourg — intermediate points as desired — one point in Iraq and beyond, and vice versa.

(b) The Luxembourg airline or airlines shall not be entitled to enjoy fifth freedom rights between Iraq and the following countries and vice versa:

Lebanon, United Arab Republic (Northern and Southern provinces), Iran, Turkey, Saudi Arabia, Kuwait, Bahrain and Jordan.

¹ Signed by Nassir Hussain Al-Janabi—Signé par Nassir Hussain Al-Janabi.

² Signed by Pierre Hammer—Signé par Pierre Hammer.