

**No. 13384**

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**DENMARK  
and  
TURKEY**

**Air Transport Agreement (with annexes and exchange of notes).  
Signed at Ankara on 13 November 1970**

*Authentic texts of the Agreement: English and Turkish.*

*Authentic text of the exchange of notes: English.*

*Registered by Denmark on 7 June 1974.*

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**DANEMARK  
et  
TURQUIE**

**Accord relatif au transport aérien (avec annexes et échanges de  
notes). Signé à Ankara le 13 novembre 1970**

*Textes authentiques de l'Accord : anglais et turc.*

*Texte authentique de l'échange de notes : anglais.*

*Enregistré par le Danemark le 7 juin 1974.*

## AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE KINGDOM OF DENMARK AND THE GOVERNMENT OF THE REPUBLIC OF TURKEY

The Government of the Kingdom of Denmark and the Government of the Republic of Turkey,

Being Parties to the Convention on International Civil Aviation<sup>2</sup> and the International Air Services Transit Agreement,<sup>3</sup> both opened for signature at Chicago on the seventh day of December, 1944,

Desiring to conclude an agreement for the purpose of establishing air services between and beyond their respective territories,

Have agreed as follows:

### Article I. DEFINITIONS

For the purpose of the present Agreement, unless the context otherwise requires:

(a) The term “the Convention” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any annex adopted under article 90 of that Convention and any amendment of the annexes or the Convention under articles 90 and 94 thereof, which have been approved by both parties.

(b) The term “aeronautical authorities” means in the case of the Kingdom of Denmark, the Ministry of Public Works and any person or body authorized to perform any functions exercised by the said Ministry, and in the case of the Republic of Turkey, the Minister of Communications and any person or body authorized to perform any functions exercised by the said Minister.

(c) The term “designated airline” means an airline which has been designated and authorized in accordance with article 3 of the Agreement.

(d) The term “territory” has the meaning specified in article 2 of the Convention.

(e) The terms “air service”, “international air service”, “airline” and “stop for non-traffic purposes” have the meaning specified in article 96 of the Convention.

(f) The term “capacity” means:

- in relation to an aircraft, the payload of that aircraft available on a route or section of a route;
- in relation to a specified air service, the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period and route or section of a route.

<sup>1</sup> Came into force on 11 February 1974, the date of the exchange of diplomatic notes by which the Contracting Parties informed each other that their respective constitutional requirements had been complied with, in accordance with article 18.

<sup>2</sup> 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; vol. 514, p. 209, and vol. 740, p. 21.

<sup>3</sup> *Ibid.*, vol. 84, p. 389.

## Article 2. TRAFFIC RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing scheduled international air services on the routes specified in the annex to the present Agreement. Such services and routes are hereafter called “the agreed services” and “the specified routes” respectively. The airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:

- (a) to fly without landing across the territory of the other Contracting Party,
- (b) to make stops in the said territory for non-traffic purposes, and
- (c) to make stops in the said territory at the points specified for that route in the annex to the present Agreement for the purpose of putting down and taking up international traffic in passengers, cargo and mail.

2. Nothing in paragraph (1) of this article shall be deemed to confer on the airlines of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

## Article 3. OPERATION AUTHORIZATIONS

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes.

2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this article, without delay grant to the airline or airlines designated the appropriate operating authorizations.

3. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph (2) of this article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in article 2, in any case where the said Contracting Party is not satisfied that the substantial ownership and the effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

5. When an airline has been so designated and authorized in accordance with the provisions of the present Agreement, it may begin at any time to operate the agreed services, provided that arrangements set out in articles 8 and 9 and the annexes to this Agreement have been completed.

## Article 4. REVOCATION AND SUSPENSION

1. Each contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in article 2 of the present

Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

- (a) in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party, or
- (b) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights, or
- (c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this article is essential to prevent further infringements of laws and regulations, such right shall be exercised only after consultation with the other Contracting Party.

#### *Article 5. EXEMPTION FROM CUSTOMS AND OTHER DUTIES AND TAXATION*

1. Aircraft operated on international services by the designated airlines of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

2. There shall also be exempt from the same duties and taxes, with the exception of charges corresponding to the service performed:

- (a) aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board aircraft engaged in an international service of the other Contracting Party;
- (b) spare parts entered into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airlines of the other Contracting Party;
- (c) fuel and lubricants destined to supply aircraft operated on international services by the designated airlines of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

Materials referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under Customs supervision or control.

#### *Article 6. STORAGE OF AIRBORNE EQUIPMENT AND SUPPLIES*

The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of such territory. In such case, they may be placed under the supervision of the said

authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

*Article 7. DIRECT TRANSIT TRAFFIC*

Passengers in transit across the territory of either Contracting Party shall be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

*Article 8. CAPACITY PROVISIONS*

1. There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

2. In operating the agreed services, the designated airlines of each Contracting Party shall take into account the interests of the airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear a close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision at a reasonable capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating from or destined for the territory of the Contracting Party which has designated the airline.

4. The right of the designated airline of either Contracting Party to carry traffic between points in the territory of the other Contracting Party and points in the territory of third countries on the specified routes shall be exercised in accordance with the general principles that capacity shall be related to:

- (a) the traffic requirements to and from the territory of the Contracting Party which has designated the airline,
- (b) the traffic requirements of the area through which the airline passes, after taking account of other transport services established by airlines of the states comprising the area, and
- (c) the requirements of through airline operations.

5. The capacity and frequency of the services agreed by the Aeronautical Authorities of the Parties in application of paragraphs 1, 2, 3 and 4 above may be reviewed and revised from time to time at the request of either of the said Authorities after consultations in a spirit of close co-operation.

*Article 9. TARIFFS*

1. For the purpose of the following paragraphs, the term "tariff" means the prices to be paid for the transportation of passengers, freight and mail and the conditions of transport on which they depend, including prices or conditions for agency and other auxiliary services.

2. The tariffs to be charged by the airlines of one Party for the carriage to or from the territory of the other Party shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, and the tariffs of other airlines.

3. The tariffs referred to in paragraph 2 of this article shall, if possible, be agreed, through consultations, by the airlines concerned of both Parties, and such agreement shall, wherever possible, be reached by the use of the procedures of the International Air Transport Association and the Universal Postal Union for the working out of tariffs.

4. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of both Parties at least ninety (90) days before the proposed date of their introduction; in special cases, this period may be reduced, subject to the agreement of the said authorities.

5. Such approval may be given formally; if neither of the aeronautical authorities has expressed disapproval within thirty (30) days from the date of submission, in accordance with paragraph 4, these tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided for in paragraph 4, the aeronautical authorities may agree that the period within which disapproval must be notified may be less than thirty (30) days.

6. If a tariff cannot be agreed in accordance with paragraph 3 of this article, or if during the period of thirty (30) days referred to in paragraph 5, one aeronautical authority gives the other aeronautical authority notice of its disapproval of any tariff agreed in accordance with the provisions of paragraph 3, the aeronautical authorities of the two Parties shall endeavour to fix the tariff by mutual agreement.

7. If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph 4 of this article, or on the determination of any tariff under paragraph 6, the dispute shall be settled in accordance with the provisions in the relevant bilateral air transport agreement for the settlement of disputes.

8. A tariff established in accordance with the provisions of this article shall remain in force until a new tariff has been established. Nevertheless, a tariff shall not be prolonged by virtue of this paragraph for more than six (6) months after the date on which it otherwise would have expired.

#### *Article 10.* FINANCIAL PROVISIONS

1. Either Contracting Party agrees to pay in accordance with its national exchange regulation, the excess of receipts over expenditure achieved on its territory in connection with the carriage of passengers, baggage, mail shipment, and freight by the designated airline of the other Contracting Party, in any convertible foreign exchange to be mutually agreed by both parties.

2. The required foreign currency for the transfer of above-mentioned receipts will be allocated or transferred by the Central Bank or any other authorised National Bank of both Parties. Where a payment agreement exists between the Contracting Parties, payments shall be effected in accordance with the provisions of this agreement.

*Article 11. CONSULTATION AND STATISTICS*

1. In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the annexes thereto.

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 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 on line origins and destinations of such traffic.

*Article 12. MODIFICATIONS*

1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement and the annexes thereto, it may request consultation with the other Contracting Party; such consultation which may be between the aeronautical authorities and which may be through discussions or by correspondence, shall begin within a period of sixty (60) days of the date of the request. Any modifications so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes.

2. Modifications to routes may be made by direct agreement between the competent aeronautical authorities of the Contracting parties.

*Article 13. CONFORMITY WITH MULTILATERAL CONVENTIONS*

The present Agreement and its annexes will be amended so as to conform with any multilateral convention which may become binding on both Contracting Parties.

*Article 14. TERMINATION*

Either Contracting party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) 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 absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

*Article 15. SETTLEMENT OF DISPUTES*

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this present Agreement and the annexes thereto, the Contracting Parties shall in the first place endeavour to settle it by negotiation.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body, or the dispute may at

the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as president of the arbitral tribunal.

3. The Contracting Parties undertake to comply with any decision given under paragraph (2) of this article.

4. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Contracting Parties.

#### *Article 16.* REGISTRATIONS

The present Agreement and its annexes and any subsequent amendment thereto shall be registered with the International Civil Aviation Organization.

#### *Article 17.* TITLES

Titles are inserted in this Agreement at the head of each article for the purpose of reference and convenience and in no way define, limit or describe the scope or intent of this Agreement.

#### *Article 18.* COMING INTO FORCE

The present Agreement and the annexes thereto, which constitute its integral parts shall come into force, after compliance by each Contracting Party with the constitutional requirements, on the date of the exchange of diplomatic notes to this effect.

IN WITNESS WHEREOF the undersigned being duly authorized by their respective Governments, have signed the present Agreement.

DONE at Ankara this thirteenth day of November, 1970, in duplicate in the Turkish and English languages, both texts being equally authentic. However, in case of dispute the English text shall be deemed authentic.

For the Government of the Kingdom of Denmark :

POUL HARTLING

For the Government of the Republic of Turkey :

İHSAN SABRI ÇAĞLAYANGİL



## ANNEX I

## ROUTES TO BE OPERATED

1. (a) The airline or airlines of Turkey designated by the Government of the Republic of Turkey shall be entitled to operate air services in both directions:

From points in Turkey via intermediate points to Copenhagen and to points beyond.

(b) The right to set down and pick up in the territory of the other Contracting Party traffic embarked in or destined for the territories of third parties is limited to the route:

Points in Turkey via Belgrade and/or Vienna or Budapest and/or Frankfurt to Copenhagen and beyond to Oslo and Stockholm\* and to other points beyond to be agreed upon in accordance with paragraph 4 of this annex.

2. (a) The airline or airlines of Denmark designated by the Government of the Kingdom of Denmark shall be entitled to operate air services in both directions:

From points in Denmark via intermediate points to Istanbul and to points beyond.

(b) The right to set down and pick up in the territory of the other Contracting party traffic embarked in or destined for the territories of third parties is limited to the route:

Points in Denmark via Prague and/or Vienna or Budapest to Istanbul and beyond to Beirut.\*\*

3. Points on any of the above routes may at the option of the designated airline or airlines be omitted on any or all flights provided that such service shall have its starting point in the territory of the Contracting Party designating the airline.

4. Either of the Contracting Parties may request the inclusion in their services of points or additional points beyond the territory of the other Contracting Party or between the territories of the Contracting Parties. This request is subject to the approval of the aeronautical authority of the other Contracting Party.

\* For the time being no local traffic rights may be enjoyed between Copenhagen and Oslo and Stockholm and v.v. Stopover traffic is allowed.

\*\* No more than the same two of the three designated intermediate points may be utilized in the route or routes to be operated within any schedule period.

## ANNEX II

## APPROVAL OF FLIGHT SCHEDULES

1. The designated airline or airlines of either Contracting Party shall submit its flight schedules, including the type of equipment, for approval to the aeronautical authorities of the other Contracting Party on each schedule period (summer and winter) not later than forty-five (45) days prior to the effective date of schedules.

2. Before the submission of the flight schedules by the designated airline or airlines of either Contracting Party to the aeronautical authorities of the other Contracting Party, the airlines concerned of both Contracting Parties shall consult between themselves with a view to agreeing on the schedules. The aeronautical authorities receiving such flight schedules may approve, disapprove them or suggest modifications thereto. In any case, the services to be operated on the specified routes by the designated airline or airlines of either Contracting Party, may not be commenced or changed before the approval by the aeronautical authorities of the other Contracting Party.

## EXCHANGE OF NOTES

## I

Ankara, November 13, 1970

Your Excellency,

With reference to the Agreement between the Kingdom of Denmark and the Republic of Turkey relating to air services, signed today, I have the honour to notify Your Excellency that, in accordance with article 3 of the Agreement, the Government of the Kingdom of Denmark designate Det Danske Luftfartselskab (DDL), forming part of the joint operating Organization, Scandinavian Airlines System (SAS), to operate the routes given in the annex attached to the Agreement.

In this connection I have the honour to confirm, on behalf of my Government, the following understanding reached in the course of the negotiations preceding the signature of the Agreement:

1. Det Danske Luftfartselskab (DDL) cooperating with Det Norske Luftfartselskap (DNL) and AB 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) employ aircraft, crews and equipment of the other 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.

Accept, Sir, the assurance of my highest consideration.

POUL HARTLING

His Excellency İhsan Sabri Çağlayangil  
Minister of Foreign Affairs  
Ankara

## II

Ankara, November 13, 1970

Your Excellency,

With reference to the Agreement between the Republic of Turkey and the Kingdom of Denmark relating to air services, signed today, I have the honour to notify Your Excellency that, in accordance with article 3 of the Agreement, the Government of the Republic of Turkey designate Turkish Airlines (THY) to operate the routes given in the annex attached to the Agreement.

In this connection I have the honour to confirm, on behalf of my Government, the following understanding reached in the course of negotiations preceding the signature of the Agreement:

[*See note I*]

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

İHSAN SABRI ÇAĞLAYANGİL  
Minister of Foreign Affairs

His Excellency Poul Hartling  
Minister of Foreign Affairs of Denmark

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