

**No. 22131**

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**BELGO-LUXEMBOURG ECONOMIC UNION  
and  
GERMAN DEMOCRATIC REPUBLIC**

**Maritime Agreement. Signed at Berlin on 14 September  
1979**

*Authentic texts: French, Dutch and German.*

*Registered by the Belgo-Luxembourg Economic Union on 30 July 1983.*

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**UNION ÉCONOMIQUE BELGO-LUXEMBOURGEOISE  
et  
RÉPUBLIQUE DÉMOCRATIQUE ALLEMANDE**

**Accord maritime. Signé à Berlin le 14 septembre 1979**

*Textes authentiques : français, néerlandais et allemand.*

*Enregistré par l'Union économique belgo-luxembourgeoise le 30 juillet 1983.*

[TRANSLATION — TRADUCTION]

MARITIME AGREEMENT<sup>1</sup> BETWEEN THE BELGO-LUXEMBOURG  
ECONOMIC UNION AND THE GERMAN DEMOCRATIC REPUBLIC

The Government of the Kingdom of Belgium, on its own behalf and on behalf of the Government of the Grand Duchy of Luxembourg, by virtue of existing agreements, on the one hand, and

The Government of the German Democratic Republic, on the other, hereinafter referred to as the Contracting Parties,

Desiring to strengthen and deepen, on the basis of the Final Act of Helsinki, the friendly relations between the Kingdom of Belgium and the Grand Duchy of Luxembourg and the German Democratic Republic, and to develop co-operation in the field of commercial navigation,

Have agreed as follows:

*Article 1.* The Contracting Parties agree, in order to develop relations between the Belgo-Luxembourg Economic Union and the German Democratic Republic in the field of maritime navigation, to co-operate on the basis of equality and mutual benefit and the principle of freedom of maritime navigation and to refrain from any action which may jeopardize the normal development of international maritime navigation.

*Article 2.* This Agreement shall apply to the territories of the Kingdom of Belgium and the Grand Duchy of Luxembourg, on the one hand, and to the territory of the German Democratic Republic, on the other.

*Article 3.* For the purposes of this Agreement:

1. The term “ship of a Contracting Party” means any vessel registered in the territory of that Contracting Party in accordance with its laws and regulations and flying the flag of the Kingdom of Belgium or the German Democratic Republic, as applicable.

This term shall not, however, include:

- (a) Warships;
- (b) Any other ship while in the service of the armed forces;
- (c) Ships performing any kind of State activity;
- (d) Ships performing non-commercial activities, such as hospital ships and ships used for scientific research;
- (e) Fishing vessels.

2. The term “crew member of a ship” means the master and any person who is employed for duties on board during a voyage in the working or service of a ship and whose name is included in the crew list.

<sup>1</sup> Came into force on 4 October 1981, i.e., 30 days after the Contracting Parties had notified each other (on 12 August and 4 September 1981) of the completion of their respective legal formalities, in accordance with article 16 (1).

3. For the purposes of this Agreement, the term “port of a Contracting Party” means the sea ports situated in the territories of the Kingdom of Belgium and the Grand Duchy of Luxembourg and in the territory of the German Democratic Republic.

*Article 4.* The Contracting Parties agree:

1. To encourage the participation of their ships in maritime traffic between the ports of the Contracting Parties and not to prevent any ships flying the flag of the other Contracting Party from engaging in maritime traffic between those ports;
2. To co-operate in removing obstacles which may hinder the development of maritime relations between the Contracting Parties and the various activities arising from such relations;
3. To take all possible measures to promote co-operation in the field of international maritime navigation;
4. That the provisions of this article shall be without prejudice to the right of ships flying the flag of third States to participate in traffic between the ports of the Contracting Parties.

*Article 5.* 1. Each Contracting Party shall accord the same treatment in its ports to ships flying the flag of the other Contracting Party as it accords to its own ships in respect of the levying of port dues and charges and in respect of access to ports, entry, stay and departure, use of ports and all the facilities it provides for navigation and commercial operations to ships and their crews, passengers and cargoes. This provision refers, in particular, to the allocation of docking space and loading and unloading facilities.

2. The provisions of paragraph 1 shall not apply to navigation, activities and transport which are legally reserved by either of the Contracting Parties, in particular, to port services, towage, pilotage, the domestic coasting trade and the formalities concerning the admission and residence of aliens.

*Article 6.* 1. Each Contracting Party shall recognize the nationality of ships of the other Contracting Party on the basis of the documents on board those ships issued by the competent authorities of that other Contracting Party in accordance with its laws and regulations.

2. Tonnage certificates and other ships' documents issued or recognized by either Contracting Party shall also be recognized by the other Contracting Party.

Ships of either Contracting Party carrying tonnage certificates which have been legally issued shall be exempt from further tonnage checks in the ports of the other Contracting Party.

*Article 7.* 1. Each Contracting Party shall recognize the seafarer's identity documents issued by the competent authorities of the other Contracting Party.

Such identity documents shall be:

- For the Kingdom of Belgium and the Grand Duchy of Luxembourg, the *Zemansboek* (seafarer's identity book);
- For nationals of the German Democratic Republic, the *Seefahrtsbuch der Deutschen Demokratischen Republik*.

2. Persons in possession of the identity documents referred to in paragraph 1 who are crew members of a ship of the Contracting Party which issued the identity

document may, without a visa, disembark and stay in the district in which the port of call is situated while the ship is lying in that port, provided that their names are included in the ship's crew list, where applicable in the ship's log, and in the crew list submitted by the master of the ship to the port authorities.

When they disembark and re-embark, such persons must comply with the statutory controls.

3 (a) Persons holding the identity documents referred to in paragraph 1 shall be authorized, provided that they are carrying a travel order as specified in paragraph (c), irrespective of the means of transport used, to enter the territory of the other Contracting Party or pass through that territory in order to rejoin their ship, transfer to another ship or travel for any other purpose, subject to prior approval by the authorities of that other Contracting Party. Such travel shall be via the frontier post which is most appropriate in view of the place of destination and which is authorized in respect of the international movement of persons.

(b) In all the cases referred to in subparagraph (a), the identity documents must bear the visa of the other Contracting Party.

The visa shall be issued as promptly as possible.

(c) If a crew member holding the identity document referred to in paragraph 1 is sent ashore in a port of the other Contracting Party for health or service reasons or for other reasons recognized as valid by the competent authorities of the Contracting Party in whose port the ship is lying, the said authorities shall, on presentation of a travel order, give the necessary authorization for the person concerned either to be treated or hospitalized in the territory of that Contracting Party, or to return to his country of origin, or to proceed to another port of embarkation. The travel order must bear the signature and seal of a representative designated by the chief of the shipping company or the signature of the master of the ship.

(d) Any change resulting from the hiring or dismissal of crew members of a ship lying in a port of the other Contracting Party must be recorded, in the relevant ship's document (crew list or, if applicable, ship's log), together with the date of the change and the reason therefor.

(e) Persons holding the identity documents referred to in paragraph 1 who have the nationality of a third State or are stateless shall, in order to rejoin their ships and provided that they carry a travel order, be issued the necessary entry or transit visas for the territory of the other Contracting Party, on condition that readmission to the territory of the Contracting Party which issued the identity document is guaranteed.

*Article 8.* 1. Without prejudice to the provisions of article 7 of this Agreement, the laws and regulations in force in the territories of the Contracting Parties concerning the entry, residence and departure of aliens shall remain applicable.

2. Each Contracting Party reserves the right to refuse admission to or residence in its territory to persons holding the aforesaid identity documents whom it regards as undesirable.

*Article 9.* In order to deepen and promote co-operation in the field of maritime navigation, the competent shipping institutions and companies may, on the basis of a duly constituted request, establish permanent offices in the territory of the other Contracting Party.

*Article 10.* Each Contracting Party shall, in accordance with the provisions in force, grant free access to its ports to the staff of national offices and the staff of offices of shipping institutions and companies of the other Contracting Party, in the performance of service assignments for the benefit of the ship, crew members and cargo and shall authorize them to board ships lying in the port and flying the State flag of the other Contracting Party.

*Article 11.* 1. The income and profits which a shipping company having its headquarters in the territory of a Contracting Party earns from shipping shall be subject to income taxes and similar or analogous taxes only in the territory of the said Contracting Party.

2. The income and profits referred to in paragraph 1 may either be used for payments in the territory of the State in which they have been earned or be freely transferred abroad, in accordance with the laws and regulations in force in the territory of the Contracting Party concerned.

*Article 12.* If a ship of one Contracting Party is wrecked, runs aground or sustains any other damage in the territorial sea or maritime waters of the other Contracting Party, the competent authorities of the latter shall render to the crew members and passengers, and also to the ship and its cargo, the same protection and assistance as to a ship flying the State flag of that other Contracting Party.

Appropriate duties shall be levied by the relevant institutions in accordance with the laws and regulations in force in the State of the Contracting Party concerned.

If a ship of one Contracting Party has been damaged, its cargo and the supplies on board shall be exempt from customs duties unless they are delivered for consumption or use in the territory of the other Contracting Party.

*Article 13.* 1. The Contracting Parties shall, within the limits of their laws and regulations, continue to endeavour to maintain and develop effective co-operation between the competent authorities and between their maritime companies.

2. A mixed commission, consisting of representatives of the Contracting Parties, shall meet at the request of either Contracting Party to consider questions relating to this Agreement.

The mixed commission shall be empowered to submit to the Contracting Parties any recommendations it considers useful.

*Article 14.* The provisions of this Agreement shall be without prejudice to the rights and obligations of the Contracting Parties resulting from international conventions on maritime law and navigation.

*Article 15.* Disagreements regarding the interpretation or application of this Agreement shall be resolved by the mixed commission referred to in article 13, paragraph 2. In the absence of agreement within the mixed commission, the problems shall be settled through the diplomatic channel.

*Article 16.* 1. This Agreement shall enter into force 30 days after the date on which the Contracting Parties notify each other of the completion of the formalities required by their respective laws.

2. This Agreement is concluded for an indefinite period. It may be denounced by either Contracting Party on 12 months' notice.

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IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed this Agreement.

DONE at Berlin on 14 September 1979, in duplicate in the French, Dutch and German languages, the three texts being equally authentic.

For the Governments  
of the Kingdom of Belgium  
and the Grand Duchy of Luxembourg:  
[Signed]  
H. SIMONET

For the Government  
of the German Democratic  
Republic:  
[Signed]  
O. FISCHER

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