

No. 23486

**DENMARK
and
LIBERIA**

**Air Services Agreement for the establishment of air services
between and beyond their respective territories (with
annex and exchange of letters). Signed at Copenhagen
on 18 April 1978**

Authentic text: English.

Registered by Denmark on 23 August 1985.

**DANEMARK
et
LIBÉRIA**

**Accord concernant l'établissement de services aériens entre
leurs territoires respectifs et au-delà (avec annexe et
échange de lettres). Signé à Copenhague le 18 avril 1978**

Texte authentique : anglais.

Enregistré par le Danemark le 23 août 1985.

AIR SERVICES AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF DENMARK AND THE GOVERNMENT OF THE REPUBLIC OF LIBERIA FOR THE ESTABLISHMENT OF AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Government of the Kingdom of Denmark and the Government of the Republic of Liberia, hereinafter referred to as the Contracting Parties, being parties to the Convention on International Civil Aviation² and the International Air Service Transit Agreement opened for signature at Chicago on the Seventh day of December, 1944,³ and desiring to enter into an Agreement for the operation of Air Services between and beyond their respective territories, have agreed as follows:

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

(1) The term "aeronautical authorities" means, in the case of the Kingdom of Denmark, the Ministry of Public Works, and in the case of the Republic of Liberia, the Ministry of Commerce, Industry & Transportation, or in both cases any person or agency authorized to perform the functions exercised by the said authorities.

(2) The terms "Air Services", "International Air Services", "Airline", and "Stop for non-traffic purposes", have the meanings specified respectively in Article 96 of the Convention.

(3) The term "Capacity" in relation to an aircraft means the load of that aircraft available on a route or section of a route; and the term "capacity" in relation to a specified air service means 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.

(4) 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 and 94 thereof.

(5) The term "designated airline" means an airline which one Contracting Party shall have designated in writing to the other Contracting Party, in accordance with Article II of this Agreement.

(6) The term "prohibited area" means the area and the air space above that area over or through which any prohibition to the flying of an aircraft of any description may be imposed by the Party concerned in accordance with Article 9 of the Convention on International Civil Aviation.

¹ Came into force on 27 December 1984 by the exchange of notes confirming its approval, in accordance with article XVII.

² 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; vol. 740, p. 21; vol. 893, p. 117; vol. 958, p. 217; vol. 1008, p. 213, and vol. 1175, p. 297.

³ *Ibid.*, vol. 84, p. 389.

(7) The term “territory” in relation to a Contracting Party means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection, or trusteeship of that Contracting Party.

(8) The term “Annex” means the Annex to this Agreement or as amended in accordance with the provisions of Article XII, paragraph (3) of this Agreement. The Annex forms an integral part of this Agreement and all references to the Agreement shall include reference to the Annex except otherwise provided.

(9) The term “tariff” means the prices to be paid for the carriage of passengers, baggage and freight and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail.

Article II. (1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline for the purpose of operating by virtue of the present Agreement air services on the routes specified in the appropriate section of the Annex to the present Agreement (hereinafter referred to as the agreed routes). On receipt of the designation of an airline, that other Contracting Party shall, subject to the provision of paragraph (2) of this Article and of Article X of this Agreement, without delay grant to that Airline the appropriate operating authorization.

(2) Before granting the authorization referred to in paragraph (1) of this Article, 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 this Agreement and the conditions prescribed under the laws and regulations which they normally apply in respect to the operation of International Airline Services.

(3) At any time after the provisions of paragraph (1) of this Article have been complied with, an airline as designated and authorized may begin to operate the agreed services.

(4) The operation of the air services in the areas declared as prohibited areas by a Contracting Party shall be subject to the approval of the Contracting Party.

(5) Certificates of airworthiness, certificates of competency, crew qualifications and licenses issued or rendered valid by one Contracting Party and still in force in accordance with the Convention, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services specified in the Annex. Each Contracting Party reserves the right, however, to refuse to recognize, for the flight over its own territory, certificates of competency and licenses granted to its own national(s) by the other Contracting Party.

(6) The laws, rules, regulations and instructions of one Contracting Party, especially those relating to the entry into or departure from its territory of passengers, crew, cargo or aircraft engaged in international air navigation (such as regulations relating to entry, exit, immigration, passports, customs and quarantine) shall be applicable to the passengers, crew, cargo and aircraft of the designated airline of the other Contracting Party, while within the territory of the former Contracting Party.

(7) Passengers in transit across the territory of a Contracting Party shall be subject to a simplified form of customs and immigration control. Baggage and

freight shall be exempt from customs duties, inspection fees and other national duties and charges if in direct transit.

Article III. (1) There shall be fair and equal opportunity for the designated 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 airline of each Contracting Party shall take into account the interests of the airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.

(3) The agreed services provided by the designated airlines of both Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provisions, at a reasonable load factor, of capacity adequate to the current and reasonably expected requirements for the carriage of passengers, cargo and mail coming from or destined for the territory of the other Contracting Party designating the airline. The right of the designated airline of each Contracting Party, while operating the said services, to take up or set down, at the points described in the Annex and situated in the territory of the other Contracting Party, international traffic destined for or coming from third countries shall be exercised in conformity with the general principles of orderly development to which the Contracting Parties subscribe and subject to the condition that capacity should be related:

- (a) To the requirements of traffic destined for or coming from the territory of the Contracting Party which has designated the airline;
- (b) To the traffic requirements of the area through which the airline passes, local and regional services being taken into account; and
- (c) To the requirements of through airline operation.

Article IV. For the purpose of operating international air services by the designated airline, each Contracting Party grants to the other Contracting Party 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;
- (c) To make stops in the said territory at the point(s) specified for that route in the Annex to this Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail.

Article V. (1) The designated airlines shall communicate to the aeronautical authorities of both Contracting Parties not later than thirty days prior to the inauguration of air services on the routes specified in the Annex to this Agreement, the type of service(s), the type of aircraft to be used, and the flight schedules. This shall likewise apply to later changes.

(2) The aeronautical authorities of either Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party at their request such periodic or other statistical data of the designated airline as may be reasonably required for the purpose of reviewing the capacity provided by the designated airline of the first Contracting Party on the routes specified in the Annex to

this Agreement. Such data shall include all information required to determine the amount of traffic carried and the origins and destinations of such traffic.

Article VI. (1) The tariffs to be charged by the designated airline of one Contracting Party for carriage to or from the territory of the other Contracting 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.

(2) The tariffs referred to in paragraph (1) of this Article shall, if possible, be agreed by the designated airlines, after consultation with the other airlines operating over the whole or part of the route and such agreement shall, wherever possible, be reached by the use of the procedures of the International Air Transport Association for the working out of tariffs.

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

(4) This approval may be given expressly. If neither of the aeronautical authorities has expressed disapproval within sixty days from the date of submission, in accordance with paragraph (3) of this Article, these tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided for in paragraph (3) of this Article, the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than sixty days.

(5) If a tariff cannot be agreed in accordance with paragraph (2) of this Article, or if, during the period applicable in accordance with paragraph (4) of this Article, one aeronautical authority gives the other aeronautical authority notice of its disapproval of any tariff agreed in accordance with the provisions of paragraph (2) of this Article, the aeronautical authorities of the Contracting Parties shall, after consultation with the aeronautical authorities of any other state whose advice they consider useful, endeavour to determine the tariff by mutual agreement.

(6) 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 twelve months after the date on which it otherwise would have expired.

Article VII. Each airline designated by either Contracting Party may establish and maintain its Agency and employ its personnel for its business transaction at the airport and city of the territory of the other Contracting Party.

Article VIII. (1) Aircraft operated by the designated airline of either Contracting Party and entering, departing again from, flying across the territory of the other Contracting Party, as well as fuel, lubricants, spare parts, regular equipment and aircraft stores on board such aircraft, shall be exempt from customs duties and other charges levied on the occasion of importation, exportation, or transit of goods. This shall also apply to goods on board the aircraft consumed during the flight across the territory of the latter Contracting Party.

(2) Fuel, lubricants, aircraft stores, spare parts and regular equipment, temporarily brought into the territory of either Contracting Party, there to be

immediately or after storage installed in or otherwise taken on board the aircraft of the designated airline of the other Contracting Party, or to be otherwise exported again from the territory of the former Contracting Party, shall be exempt from the customs duties and other charges mentioned in paragraph (1) of this Article.

(3) Fuel and lubricants taken on board the aircraft of the designated airline of either Contracting Party in the territory of the other Contracting Party and used in international air services, shall be exempt from the customs duties and other charges mentioned in paragraph (1) of this Article, as well as from any other special consumption charges.

(4) No duties or other charges shall be imposed on goods mentioned in paragraphs (1) to (3) of this Article and there shall be no economic prohibitions or restrictions on these goods.

(5) The goods so exempted shall be unloaded under customs supervision of the other Contracting Party, and shall be kept under such supervision until required for use of the aircraft of the designated airline or reexportation.

Article IX. Each Contracting Party grants to the designated airline of the other Contracting Party the right of transfer at the official rate of exchange of the excess of receipts over expenditure earned by the airline in its territory in connection with the carriage of passengers, mail and cargo subject to prevailing regulations in the territory of each Contracting Party. Whenever the payments system between the Contracting Parties is governed by a special agreement, this agreement shall apply in place of the provisions of this Article.

Article X. Each Contracting Party shall have the right after consultation with the other Contracting Party to refuse to accept the designation of an airline, to withhold, revoke, or impose appropriate conditions as it may deem necessary with respect to an operating permission, in case it is not satisfied that substantial ownership and effective control of the airline are vested in the other Contracting Party, or its nationals or in the case of failure by the designated airline of the other Contracting Party to comply with the laws and regulations of the former Contracting Party. In the event of action by the other Contracting Party under this Article the rights of the other Contracting Party under Article XIV shall not be prejudiced.

Article XI. (1) Each Contracting Party undertakes to offer assistance in its territory to a distressed aircraft of the other Contracting Party, used for the exploitation of specified air services; said assistance shall be in the same manner as though it were concerning its own aircraft operating similar international services.

(2) In case an accident occurs to such an aircraft causing death or injury to person(s) or serious damage to aircraft or property the Contracting Party in whose territory the accident occurs shall investigate into the circumstances of the accident. The Contracting Party to whom the aircraft is related shall be authorized to send observers who shall assist in the investigation. A report of the findings is to be communicated to the other Contracting Party by the Party conducting the investigation.

Article XII. (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) If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, it may request consultation with the other Contracting Party; such consultation, which may be between aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of ninety (90) 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.

(3) Modifications to the Annex to this Agreement may be made by direct agreement between the competent aeronautical authorities of the Contracting Parties.

Article XIII. (1) Either Contracting Party may, at any time, give notice in writing to the other Party of its desire to terminate this Agreement. Such notices shall be simultaneously communicated to the other Contracting Party and the International Civil Aviation Organization. This Agreement shall then terminate one year after the date of receipt of the notice by the other Party, unless the notice is withdrawn by Agreement before the expiry of this period.

(2) In the absence of acknowledgement of receipt by the other Contracting Party notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

Article XIV. (1) If any disputes arise between the Contracting Parties relating to the interpretation or application of the present Agreement and/or its Annex, the Contracting Parties shall in the first place endeavour to settle it by negotiation between themselves. If the Contracting Parties fail to reach a settlement by negotiation they hereby agree to refer the dispute for decision to an arbitral tribunal.

(2) The arbitral tribunal shall be composed of three members. Each of the two Contracting Parties shall designate one arbitrator, and the two arbitrators shall agree on the designation of a national of a third country for chairmanship. If the arbitrators have not been designated within sixty days from the date on which one of the two Contracting Parties have proposed settlement of the dispute by arbitration, or, if in the course of the following thirty days arbitrators have not agreed on the designation of a chairman, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to proceed with the necessary designation on behalf of the Contracting Parties. If the President is a national of either Contracting Party, or, if he is otherwise prevented, the Vice President deputising for him shall make the necessary designation.

(3) The decision of the arbitral tribunal shall be by majority vote. Such decision shall be binding on both Contracting Parties. Each Contracting Party shall bear the cost of its own arbitrator as well as of its representation at the arbitral proceeding. The cost of the chairman and any other cost incidental to the arbitration shall be borne in equal parts by the Contracting Parties. In all other respects the arbitral tribunal shall determine its own procedure.

(4) If and so long as either Contracting Party or the designated airline of either Contracting Party fails to comply with the decision given under paragraph (3) of this Article, the other Contracting Party may limit, withhold, or

revoke any rights which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline of the said Contracting Party in default.

Article XV. In the event of a general multilateral Air Transport Convention accepted by both Contracting Parties entering into force, the provisions of the multilateral convention shall prevail. Any discussion with a view to determining the extent to which the present Agreement is terminated, superseded, amended or supplemented by the provisions of the multilateral convention, shall take place in accordance with paragraphs (2) and (3) of Article XII of the present Agreement.

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

Article XVII. This Agreement shall be approved by each Contracting Party in accordance with its constitutional procedure and the Agreement shall come into force on the day of the exchange of diplomatic notes confirming such approval. However, this Agreement shall be provisionally applicable by each Contracting Party immediately from the date of signature.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorized by their respective Governments, have signed the present Agreement and have affixed thereto their seals.

DONE in two original copies which are both authentic, on this eighteenth day of April 1978 at Copenhagen in the English language.

For the Government of the Kingdom of Denmark:

KAMPMANN

For the Government of the Republic of Liberia:

WILLIAM E. DENNIS Jr.

ANNEX

ROUTE SCHEDULE

I. Routes to be operated by the designated airline of the Government of the Kingdom of Denmark:

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Point in Denmark	Intermediate points	Point in Liberia	Points beyond

II. Routes to be operated by the designated airline of the Government of the Republic of Liberia:

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Point in Liberia	Intermediate points	Point in Denmark	Points beyond

EXCHANGE OF LETTERS

I

Copenhagen, April 18, 1978

Your Excellency,

With reference to the Air Services Agreement signed today between the Government of the Kingdom of Denmark and the Government of the Republic of Liberia, I have the honour to notify you that, in accordance with Article II of the Agreement, the Danish Government designate Det Danske Luftfartselskab A/S (DDL) to operate the routes specified 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 A/S (DDL) cooperating with Det Norske Luftfartselskab A/S (DNL) and AB Aerotransport (ABA) under the name of Scandinavian Airlines System (SAS) may operate the routes for which it has been designated 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 A/S (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 A/S (DDL) and the competent Danish authorities and Det Danske Luftfartselskab A/S (DDL) shall accept full responsibility under the Agreement therefore.

Please accept, Your Excellency, the assurances of my highest consideration.

KAMPMANN
Minister for Inland Revenue,
Customs and Excise

His Excellency William E. Dennis Jr.
Minister of Commerce, Industry
and Transportation
Liberian Embassy
Copenhagen

II

Copenhagen, April 18, 1978

Your Excellency,

I have the honour to acknowledge receipt of your letter of today's date, relating to the Air Services Agreement between the Government of the Republic of Liberia and the Government of the Kingdom of Denmark signed today.

The Government of the Republic of Liberia confirms the following understanding reached in the course of the negotiations preceding the signature of the Agreement:

[*See letter I*]

Please accept, Your Excellency, the assurances of my highest consideration.

WILLIAM E. DENNIS, Jr.
Minister of Commerce,
Industry and Transportation

His Excellency Jens Kampmann
Minister for Inland Revenue, Customs and Excise
Copenhagen
