

No. 9951

DENMARK
and
AFGHANISTAN

Agreement relating to air services (with annex and exchange of notes). Signed at Kabul on 24 May 1967

Authentic texts of the Agreement: Danish, Persian, English.

Authentic text of the notes: English.

Enregistré par le Danemark le 16 octobre 1969.

Registered by Denmark on 16 October 1969.

DANEMARK
et
AFGHANISTAN

Accord relatif aux services aériens (avec annexe et échange de notes). Signé à Kaboul le 24 mai 1967

Textes authentiques de l'Accord: danois, persan, anglais.

Texte authentique des notes: anglais.

Enregistré par le Danemark le 16 octobre 1969.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE
KINGDOM OF DENMARK AND THE GOVERNMENT
OF THE KINGDOM OF AFGHANISTAN RELATING TO
AIR SERVICES

The Government of the Kingdom of Denmark and the Government of the Kingdom of Afghanistan hereinafter described as the Contracting Parties,

Being Contracting Parties to the Convention on International Civil Aviation² and the International Air Services Transit Agreement,³ both signed at Chicago on the seventh day of December 1944, the terms of which Convention and Agreement are binding on both Parties,

And desiring to conclude an agreement for the operation of air transport services between and beyond their respective territories,

Have agreed as follows:

Article I

Each Contracting Party grants to the other Contracting Party the right to operate the air services specified in the Annex to this Agreement (hereinafter referred to as the "specified air services") on the routes specified in the said Annex (hereinafter referred to as the "specified air routes").

Article II

(A) Each of the specified air services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted, on condition that:

1. The Contracting Party to whom the rights have been granted shall have designated an airline or airlines (hereinafter referred to as a "designated airline") for the specified air routes.
2. The Contracting Party which grants the rights shall have given the appropriate operating permission to the airline, which it shall do with the least possible delay, provided that the airline has, if called upon, complied with the requirements of paragraph (B) of this Article.

(B) The designated airline may be required to satisfy the Aeronautical Authorities of the Contracting Party granting the rights that it is qualified to

¹ Came into force on 1 April 1969, in accordance with article XIII (B).

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, and vol. 514, p. 209.

³ *Ibid.*, vol. 84, p. 389.

fulfil the conditions prescribed by or under the laws and regulations normally applied by those authorities to the operation of International air services.

(C) Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still in force 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 purpose of flight over its own territory, certificates of competency and licences granted to its own nationals by another State.

(D) The laws, regulations and instructions of one Contracting Party relating to entry into or departure from its territory of aircraft engaged in International air navigation or to the operation of such aircraft while within its territory shall apply to aircraft of the designated airline of the other Contracting Party.

(E) The laws, regulations and instructions of each Contracting Party relating to the entry into, stay at, or departure from its territory of passengers, crew or cargo of aircraft (such as regulations relating to entry, clearance, immigration, passport, customs and quarantine) shall be applicable to the passengers, crew and senders of air cargo as well as to their representatives.

Article III

The airlines designated by each Contracting Party shall enjoy, while operating the specified air services, the rights:

- (i) to fly their aircraft across the territory of the other Contracting Party;
- (ii) to make stops in the said territory for technical landing purposes; and
- (iii) subject to the provisions of Section III of the Annex to the present Agreement to make stops in the said territory at the points specified in the above-mentioned Annex for the purposes of setting down and picking up International traffic of passengers, cargo and mail.

Article IV

(A) Rates shall be fixed at reasonable levels, due regard being paid to all relevant factors, including cost of comparable economical operation, reasonable profit and differences of characteristics of service.

(B) The rates to be charged by the designated airlines of each Contracting Party in respect of traffic carried under this Agreement to or from the territory of the other Contracting Party shall be agreed in the first instance between the designated airlines of both Contracting Parties and shall have regard to relevant

rates adopted by the International Air Transport Association. Any rates so agreed shall be subject to the approval of the Aeronautical Authorities of both the Contracting Parties.

Article V

In order to prevent discriminatory practices and to assure equality of treatment, the Contracting Parties agree that:

(A) The charges which either of the Contracting Parties may impose or permit to be imposed on the designated airline or airlines of the other Contracting Party 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 its national aircraft engaged in similar International services or the aircraft of the most favoured nation.

(B) Fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores introduced into or taken on board aircraft in the territory of one Contracting Party by or on behalf of the airlines designated by the other Contracting Party and intended solely for use by the aircraft of such designated airlines shall be accorded, with respect to customs duties, inspection fees and other charges imposed by the former Contracting Party, treatment not less favourable than that granted to national airlines engaged in similar International services or the airline of the most favoured nation.

(C) Aircraft of one of the Contracting Parties used in the operation of the specified air services and supplies of fuel, lubricating oils, spare parts, normal equipment, and aircraft stores retained on board such aircraft shall be exempt, on entry into or departure from the territory of the other Contracting Party, from customs duties, inspection fees or similar duties or charges, even though such supplies be used by such aircraft on flights in that territory.

(D) Goods so exempted, may only be unloaded with the approval of the customs authorities of the other Contracting Party. Goods which are to be re-exported shall be kept under customs supervision until re-exportation.

Article VI

Each Contracting Party reserves the right to withhold or revoke an operating permission, in case it is not satisfied that substantial ownership and effective control of the airlines are vested in the nationals of the other Contracting Party, or in case of failure by a designated airline of the other Contracting Party to comply with the laws and regulations of the former Contracting Party when operating over its territory as described in Article II (D) and (E) or to fulfil its obligations under the present Agreement and its Annex. Such action shall be

taken only after consultation between the Contracting Parties. In the event of action by one Contracting Party under this Article the rights of the other Contracting Party under Article IX shall not be prejudiced.

Article VII

(A) In a spirit of close collaboration, the Aeronautical Authorities of the two Contracting Parties will consult regularly with a view to assuring the observance of the principles and the implementation of the provisions outlined in the present Agreement.

(B) Either Contracting Party may at any time request consultation with the other with a view to initiating any amendments of the Agreement which it may deem desirable. Such consultation shall begin within a period of sixty days from the date of the request. Any modification of this Agreement agreed to as a result of such consultation shall come into effect when it has been confirmed by an exchange of diplomatic notes.

(C) Changes made by either Contracting Party in the specified air routes, except those which change the points served by the designated airlines in the territory of the other Contracting Party shall not be considered as modifications of this Agreement. The Aeronautical Authorities of either Contracting Party may, therefore, proceed unilaterally to make such changes, provided, however that notice of any change shall be given without delay to the Aeronautical Authorities of the other Contracting Party.

Article VIII

Either Contracting Party may at any time give notice to the other if it desires to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, this Agreement shall terminate twelve months after the date of the 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 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 IX

(A) If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement or its Annex, the Contracting Parties shall in the first place endeavour to settle it by negotiation between themselves.

(B) If the Contracting Parties fail to reach a settlement by negotiation, the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within a period of sixty days from the date of receipt by either Contracting Party from the other Contracting Party of a diplomatic note requesting arbitration of the dispute, and the third arbitrator shall be agreed upon within a further period of sixty days. If either of the Contracting Parties fails to designate its own arbitrator within the period of sixty days or if the third arbitrator is not agreed upon within the period indicated either Contracting Party may submit the dispute for decision to any competent tribunal established within the International Civil Aviation Organization, or, if there be no such tribunal, to the International Court of Justice.

(C) The Contracting Parties undertake to comply with any decision given under paragraph (B) of this Article.

Article X

In the event of the conclusion of a multilateral convention or agreement concerning air transport to which both Contracting Parties adhere, the present Agreement shall be modified to conform with the provisions of such convention or agreement.

Article XI

The transfer of funds representing the receipts of the airlines designated by the Contracting Parties shall be effected in accordance with the currency regulations valid in the respective states. The Contracting Parties shall facilitate the transfer of such funds as far as possible.

Article XII

For the purpose of the present Agreement:

(A) The terms “air service”, “International air service”, and “airline” have the meanings specified in the Convention.

(B) The term “territory” in relation to a Contracting Party means the land areas and territorial waters adjacent thereto under the sovereignty of that Contracting Party.

(C) The term “Aeronautical Authorities” means, in the case of Denmark, the Director General of Civil Aviation and in the case of Afghanistan, the

President, Afghan Air Authority and in both cases any person or body authorized to perform the functions presently exercised by the above-mentioned authorities.

(D) The term “designated airline” means an airline or airlines designated by one Contracting Party to the Aeronautical Authorities of the other Contracting Party in accordance with Article II of the present Agreement.

Article XIII

(A) The Annex to the present Agreement shall be deemed to be part of the Agreement and all references to the “Agreement”, shall include references to the Annex, except where to otherwise expressly provided.

(B) The present Agreement will enter into force as soon as it has been ratified or approved according to the constitutional requirements of the Contracting Parties and this having been confirmed through diplomatic channels.

IN WITNESS WHEREOF, the representatives of the Contracting Parties, being duly authorised thereto by their respective Governments, have signed the present Agreement.

DONE at Kabul on this day, second day of Jauza 1346 Hijri Shamsi corresponding to the twenty-fourth day of May 1967 of the Christian Era, in duplicate in the Danish, Persian and English language, texts of which are equally valid. In case of dispute the English text will prevail.

For the Government of the Kingdom of Denmark:

Fr. DE JONQUIÈRES

For the Government of the Kingdom of Afghanistan:

Sultan Mahmud GHAZI

ANNEX TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE
KINGDOM OF DENMARK AND THE GOVERNMENT OF THE KING-
DOM OF AFGHANISTAN RELATING TO AIR SERVICES

Section I

Airlines designated by the Government of Denmark are accorded rights of transit and non-traffic stops as well as the right to pick up and set down international traffic of passengers, mail and cargo at places in Afghan territory open to international air traffic on the following routes in both directions :

From points in Denmark, via intermediate points, to points in Afghanistan and to points beyond.

The designated airlines of Denmark may on any or all flights omit calling at any intermediate point, provided that the agreed services on these routes begin at a point in Danish territory.

Section II

Airlines designated by the Government of Afghanistan are accorded rights of transit and non-traffic stops as well as the right to pick up and set down international traffic passengers, mail and cargo at places in Danish territory open to international air traffic on the following routes in both directions :

From points in Afghanistan, via intermediate points, to points in Denmark and to points beyond.

The designated airlines of Afghanistan may on any or all flights omit calling at any intermediate point, provided that the agreed services on these routes begin at a point in Afghan territory.

Section III

1. There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the air services agreed upon in Sections I and II of the present Annex.

2. In operating these services, the 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 services provided by a designated airline under the above-mentioned Agreement and under the present Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of destination of the traffic. The right to embark and to disembark on such services international traffic destined for or coming from third countries at a point or points in the territory of the other party on the routes specified in the present Annex shall be applied in accordance with the general principles of orderly development to which both Contracting Parties subscribe and shall be subject to the general principle that capacity should be related :

- a) to traffic requirements between the country of origin and the countries of destination,
- b) to the requirements of economical through airline operations, and
- c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

EXCHANGE OF NOTES

I

AMBASSADE ROYALE DE DANEMARK
CABOUL

May, 24 1967

Your Excellency,

With reference to the Agreement between the Government of the Kingdom of Denmark and the Government of the Kingdom of Afghanistan, signed at Kabul on the 24th May, 1967, I have the honour to inform Your Excellency that, in accordance with Article II (A) 1 of the Agreement, the Danish Government designate Det Danske Luftfartselskab A/S (DDL) to operate the routes specified in Section I of the Annex 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) co-operating with Det Norske Luftfartselskab A/S (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 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, Excellency, the expression of my highest consideration.

Fr. DE JONQUIÈRES
Ambassador of Denmark

His Excellency Sultan Mahmud Ghazi
President
Afghan Air Authority
Kabul, Afghanistan

II

AFGHAN AIR AUTHORITY
CIVIL AVIATION & METEOROLOGY

May 24, 1967

Your Excellency,

I have the honour to acknowledge receipt of your letter of today's date informing me that, in accordance with Article II (A) 1 of the Agreement between the Government of the Kingdom of Afghanistan and the Government of the Kingdom of Denmark signed today, the Danish Government designate Det Danske Luftfartselskab A/S (DDL) to operate the routes specified in Section I of the Annex 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:

[See note I]

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

Sultan Mahmud GHAZI
President
Afghan Air Authority

His Excellency Fr. de Jonquières
Ambassador for Denmark in Kabul
Kabul, Afganistan