

No. 7664

**DENMARK
and
CYPRUS**

**Agreement on commercial scheduled air transport (with
annex and exchange of notes). Signed at Nicosia, on
27 April 1963**

Official text: English.

Registered by Denmark on 2 April 1965.

**DANEMARK
et
CHYPRE**

**Accord relatif aux transports aériens commerciaux réguliers
(avec annexe et échange de notes). Signé à Nicosie, le
27 avril 1963**

Texte officiel anglais.

Enregistré par le Danemark le 2 avril 1965.

No. 7664. AGREEMENT¹ BETWEEN THE KINGDOM OF DENMARK AND THE REPUBLIC OF CYPRUS ON COMMERCIAL SCHEDULED AIR TRANSPORT. SIGNED AT NICOSIA, ON 27 APRIL 1963

The Kingdom of Denmark and the Republic of Cyprus hereinafter called in the present Agreement the Contracting Parties, both being parties to the Convention on International Civil Aviation opened for signature at Chicago, on the 7th day of December 1944,² hereinafter referred to in the present Agreement as the "Convention" and desiring to make arrangements of commercial scheduled air transport between and beyond their respective territories, and with a view to promoting tourism, have agreed on the following :

Article 1

For the purpose of the present Agreement and the Annex³ thereto the following terms have the following meaning, unless otherwise stated in the text :

- (a) "Aeronautical Authorities" means in the case of the Kingdom of Denmark the Ministry of Public Works and in the case of the Republic of Cyprus the Civil Aviation Administration of the Ministry of Communications and Public Works or in both cases any other agency or person authorized to perform the functions presently exercised by the said Authorities.
- (b) "Designated Airline" means the airline that one of the Contracting Parties shall have designated in writing to the other Contracting Party in accordance with Article 3 of this Agreement as the airline which is to operate the international air services on the routes specified in Article 2 para. 1 of the present Agreement.
- (c) "Territory", "air services", "international air services" and "stop for non-traffic purposes" shall have, in the application of the present Agreement the meaning specified in Articles 2 and 96 of the Convention.

Article 2

(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 this Agreement.

¹ In accordance with article 19, the Agreement came into force on 16 December 1964, the date of receipt by the Government of Denmark of official notification of its publication in the Official Gazette of the Republic of Cyprus.

² United Nations, *Treaty Series*, Vol. 15, p. 295.

³ See p. 270 of this volume.

Such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively.

The airline 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 ;
- (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 on International traffic in passengers, cargo and mail.

(2) Nothing in paragraph (1) of this Article shall be deemed to confer on the airline 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

(1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline 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 designated airline the appropriate operating authorization.

(3) The Aeronautical Authorities of one Contracting Party may require the 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 authorization 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 substantial ownership and 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, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article 10 of the present Agreement is in force in respect of that service.

Article 4

(1) There shall be fair and equal opportunity for the designated airline of each Contracting Party to operate on any route specified in accordance with Article 2, of the present Agreement.

(2) In the operation of international air services on the routes specified in accordance with Article 2 of the present Agreement the designated airline of one Contracting Party shall take account of the interests of the designated airline of the other Contracting Party so as not to affect unduly the air services which the latter airline provides on the same routes or parts of them.

(3) The international air services on the routes specified in accordance with Article 2 of the present Agreement shall have as their primary objective the provision of capacity adequate to the foreseeable traffic demands to and from the territory of the Contracting Party designating the airline. The right of either designated airline to carry traffic between points in the territory of the other Contracting Party and points on the territory of third countries on the specified routes in accordance with Article 2 of the present Agreement, shall be exercised in the interests of an orderly development of international air transport in such a way that capacity is related to :

- (a) the traffic demand to and from the territory of the Contracting Party designating the airline.
- (b) the traffic demand existing in the areas through which the air services pass, taking account of local and regional services.
- (c) the requirements of an economical operation of through services.

Article 5

(1) The designated airline of each Contracting Party shall communicate for approval to the Aeronautical Authorities of the other Contracting Party not later than thirty days prior to the commencement of services on the routes specified in accordance with Article 2 of the present Agreement the types of aircraft to be used and the flight schedules. This shall likewise apply to later changes.

(2) The Aeronautical Authorities of one Contracting Party shall furnish the Aeronautical Authorities of the other Contracting Party, at their request, with all periodic statistical data of the designated airlines, 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 accordance with Article 2 of the present Agreement. Such data shall include all information required to determine the amount of traffic and the origin and destination of traffic.

(3) These statistics shall not exceed what is currently required by the International Civil Aviation Organization.

Article 6

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

Article 7

(1) Aircraft operated on international services by the designated airline of either Contracting Party, as well as their regular equipment, spare parts, 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 shall remain on board the aircraft up to such time as they are re-exported.

(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 said Contracting Party, and for use on board aircraft engaged on a specified route 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 a specified route by the designated airline of the other Contracting Party ;
- (c) fuel and lubricants destined for supply to aircraft operated on a specified route 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.