

No. 8681

**DENMARK
and
REPUBLIC OF THE CONGO**

Agreement on scheduled air transport (with annex and exchange of letters). Signed at Brazzaville, on 27 February 1967

Official text : French.

Registered by Denmark on 12 July 1967.

**DANEMARK
et
RÉPUBLIQUE DU CONGO**

Accord relatif aux transports aériens réguliers (avec annexe et échange de lettres). Signé à Brazzaville, le 27 février 1967

Texte officiel français.

Enregistré par le Danemark le 12 juillet 1967.

[TRANSLATION — TRADUCTION]

No. 8681. AGREEMENT¹ BETWEEN THE KINGDOM OF DENMARK AND THE REPUBLIC OF THE CONGO ON SCHEDULED AIR TRANSPORT. SIGNED AT BRAZZA-VILLE, ON 27 FEBRUARY 1967

The Government of the Kingdom of Denmark and the Government of the Republic of the Congo, considering that Denmark and the Congo are parties to the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944,²

Desiring to develop international co-operation in the air transport field as much as possible, and

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

Have appointed their plenipotentiaries, duly authorized for this purpose, who have agreed as follows :

Article 1

For the purposes of this Agreement and its annex :

(a) The term “ Convention ” means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944;

(b) The term “ aeronautical authorities ” means, in the case of the Congo, the Ministry responsible for civil aviation and, in the case of Denmark, the Ministry of Public Works or, in both cases, any other agency or person authorized to perform the functions at present assigned to the said authorities;

(c) The term “ designated airline ” means an airline that one of the Contracting Parties has designated, in accordance with article 3 of this Agreement, to operate the agreed air services.

Article 2

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing air services on the routes specified in the schedule contained in the annex to this Agreement. Such services and routes are hereinafter called “ the agreed services ” and “ the specified routes ”.

¹ Given provisional effect as from 27 February 1967, the date of signature, in accordance with article 20.

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.

2. Subject to the provisions of this Agreement, the designated airline of each Contracting Party shall, while operating international services, enjoy 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 pick up and set down in the said territory at the points specified in the annex international traffic in passengers, cargo and mail.

Article 3

1. Each Contracting Party shall have the right to designate one airline for the purpose of operating the agreed services. The aeronautical authorities of the two Contracting Parties shall notify each other, in writing, of such designation.

2. The Contracting Party receiving notice of such designation shall without delay, subject to the provisions of paragraphs 3 and 4 of this article, grant the necessary operating permit to the airline designated by the other Contracting Party.

3. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to show proof that it is able to fulfil the conditions prescribed by the laws and regulations normally applied by those authorities, in accordance with the provisions of the Convention, to the operation of international air services.

4. Each Contracting Party shall have the right to refuse to grant the operating permit 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 of this Agreement, if the said Contracting Party has no proof that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in its nationals.

5. Upon receipt of the operating permit referred to in paragraph 2 of this article, the designated airline may begin at any time to operate any agreed service, provided that a tariff established in accordance with the provisions of article 11 of this Agreement is in force in respect of that service.

Article 4

1. Each Contracting Party shall have the right to revoke an operating permit or to suspend the exercise of the rights specified in article 2 of this Agreement by the designated airline of the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights :

- (a) If it has no proof that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals, or
- (b) If the airline fails to comply with the laws or regulations of the Contracting Party granting these rights, or
- (c) If the airline fails to operate the agreed services in accordance with the conditions prescribed in this Agreement and its annex.

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 or regulations, such right shall be exercised only after consultation with the other Contracting Party.

Article 5

1. The operation of the agreed services between the territory of the Congo and the territory of Denmark in both directions, on the routes specified in the schedule annexed to this Agreement, constitutes a basic and primary right of the two countries.

2. The two Contracting Parties agree to apply the principle of equality and reciprocity in all matters relating to the exercise of rights resulting from this Agreement.

The airlines designated by the two Contracting Parties shall be assured fair and equitable treatment, shall enjoy equal opportunities and rights and shall respect the principle of equal division of the capacity to be provided in operating the agreed services.

3. Where they operate on the same route, they shall take one another's interests into account so as not to affect unduly their respective services.

Article 6

1. On all routes appearing in the annex to this Agreement, the agreed services shall have as their primary objective the provision, at a load factor regarded as reasonable, of capacity adequate to satisfy the normal and reasonably foreseeable requirements of international air traffic originating in or destined for the territory of the Contracting Party which has designated the airline or airlines operating the said services.

2. The airline or airlines designated by either Contracting Party may, within the limits of the over-all capacity stipulated in paragraph 1 of this article, satisfy the requirements of traffic between the territories of third States lying on the agreed routes and the territory of the other Contracting Party, account being taken of local and regional services.

3. In order to meet unforeseen or temporary traffic requirements on these same routes, the designated airlines shall decide among themselves upon appro-

priate measures to deal with such temporary increase in traffic. They shall immediately report thereon to the aeronautical authorities of their respective countries, which may consult together if they see fit.

4. If the airline or airlines designated by one of the Contracting Parties do not use, on one or more routes, part or all of the transport capacity which they are capable of providing, account being taken of their rights, they shall transfer to the airline or airlines designated by the other Contracting Party, for a specified period, all or part of the transport capacity concerned.

The designated airline or airlines transferring all or part of such rights may recover them at the end of the said period.

Article 7

1. Aircraft employed in international service by the designated airline of one Contracting Party together with their normal equipment, reserves of fuel and lubricants and aircraft stores, including foodstuffs, beverages and tobacco, shall, on arrival in the territory of the other Contracting Party, be exempt from all customs duties, inspection fees or other duties or charges, provided such equipment, reserves and stores remain on board the aircraft until re-exported.

2. The following shall likewise be exempt from these same duties, fees and charges, excluding costs incurred in consideration of services rendered :

- (a) Aircraft stores introduced into the territory of one Contracting Party in quantities not exceeding the limits set by the authorities of the said Contracting Party and intended for use on board aircraft employed in international service by the designated airline of the other Contracting Party;
- (b) Spare parts and normal aircraft equipment imported into the territory of one Contracting Party for the maintenance or repair of aircraft employed in international service;
- (c) Fuels and lubricants intended for aircraft employed in international service by the designated airline of the other Contracting Party, even though such supplies be consumed during that part of the flight which takes place over the territory of the Contracting Party in which they were taken on board.

3. Normal aircraft equipment, supplies and stores on board the aircraft of the designated airline of one Contracting Party may not be unloaded in the territory of the other Contracting Party, save with the consent of the customs authorities of that territory. When so unloaded, they may be placed under the supervision of the said authorities until they are re-exported or otherwise disposed of in accordance with customs regulations.