

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.