

No. 6380

**DENMARK
and
SUDAN**

**Agreement (with annex and exchange of letters) on air
services between and beyond their respective territories.
Signed at Cairo, on 11 May 1959**

Official text: English.

Registered by Denmark on 28 November 1962.

**DANEMARK
et
SOUDAN**

**Accord (avec annexe et échange de lettres) relatif aux
services aériens entre les territoires des deux pays et
au-delà. Signé au Caire, le 11 mai 1959**

Texte officiel anglais.

Enregistré par le Danemark le 28 novembre 1962.

No. 6380. AGREEMENT¹ BETWEEN THE KINGDOM OF DENMARK AND THE REPUBLIC OF THE SUDAN ON AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT CAIRO, ON 11 MAY 1959

The Government of the Kingdom of Denmark and the Government of the Republic of the Sudan, in view of the Convention on International Civil Aviation opened for signature on 7th December, 1944,² to which both countries are a Party,

Desiring to conclude an Agreement supplementary to the said Convention for the purpose of regulating the establishment 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 :

- (a) the term "the Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944 ;
- (b) the term "aeronautical authorities" means, in the case of Denmark, the Ministry of Public Works and any person or body authorized to perform any functions presently exercised by the said authority or similar functions, and, in the case of the Sudan, the Director of Civil Aviation and any person or body authorized to perform any function at present exercised by the said Director of Civil Aviation or similar functions ;
- (c) the term "designated airline" means an airline which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with Article III of the present Agreement, for the operation of one or more air services on the routes specified in the Schedule.³
- (d) The "Schedule" to this Agreement shall be deemed to be part of the Agreement and all references to the Agreement shall include reference to the Schedule, except where otherwise expressly provided.

¹ Came into force on 21 September 1962, in accordance with article XIII.

² United Nations, *Treaty Series*, Vol. 15, p. 295 ; Vol. 26, p. 420 ; Vol. 32, p. 402 ; Vol. 33, p. 352 ; Vol. 44, p. 346 ; Vol. 51, p. 336 ; Vol. 139, p. 469 ; Vol. 178, p. 420 ; Vol. 199, p. 362 ; Vol. 252, p. 410 ; Vol. 324, p. 340 ; Vol. 355, p. 418, and vol. 409, p. 370.

³ See p. 118 of this volume.

Article II

(1) Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing air services on the routes specified in the appropriate section of the Schedule thereto (hereinafter called "the agreed services" and "the specified routes").

(2) Subject to the provisions of the present Agreement, the airlines 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 ; and
- c. to make stops in the said territory at the points specified for that route in the Schedule to the present Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail.

(3) Nothing in paragraph (2) of this Article shall be deemed to confer on the airlines of one Contracting Party the right of taking up, in the territory of the other Contracting Party, passengers, cargo or mail for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article III

(1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more of its airlines for the purpose of operating one or more of the agreed services on the routes specified in the Schedule.

(2) On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline or airlines designated the appropriate operating authorization.

(3) 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 the conditions prescribed under the laws and regulations normally and reasonably applied by them in conformity with such provisions of the Convention as apply to the operation of international commercial air services.

(4) Each Contracting Party shall have the right to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the authorization specified in paragraph (2) of Article III of the present Agreement or to impose such conditions as it may deem necessary on the authorized airline 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 the Contracting Party designating the airline.

(5) At any time after the provisions of paragraphs (1) and (2) of this Article have been complied with, an airline so designated and authorized may begin to operate the agreed services provided that a service shall not be operated unless a tariff established in accordance with the provisions of Article VI of the present Agreement is in force in respect of that service.

(6) Each Contracting Party shall have the right to suspend the exercise by an airline of the authorization specified in paragraph (2) of Article III of the present Agreement or to impose such conditions as it may deem necessary on the authorized airline in any case where the airline fails to comply with the laws or regulations of the Contracting Party granting the authorization or otherwise fails to operate in accordance with the conditions prescribed in the present Agreement.

(7) Action shall not be taken in pursuance of paragraphs (4) and (6) of this Article unless notice in writing of such proposed action, stating the grounds therefor, is given to the other Contracting Party, and consultation between the aeronautical authorities of both Contracting Parties has not led to agreement within a period of thirty days after the date of the said notices.

Article IV

Fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores introduced into the territory of one Contracting Party, or taken on board aircraft in that territory, by or on behalf of the other Contracting Party or its designated airline or airlines and intended solely for use by or in the aircraft on the specified routes shall be accorded the following treatment by the first Contracting Party in respect of customs duties, inspection fees and other similar national or local duties and charges :

- a.* in the case of fuel and lubricating oils remaining on board aircraft at the last airport of call before departure from the said territory : exemption ; and
- b.* in the case of fuel and lubricating oils not included under (*a*) and spare parts, regular aircraft equipment and aircraft stores : treatment not less favourable than that accorded to similar supplies introduced into the said territory, or taken on board aircraft in that territory, and intended for use by or in the aircraft of a national airline of the former Contracting Party, or of the most favoured foreign airline, engaged in international air services within that territory.

This treatment shall be in addition to and without prejudice to that which each Contracting Party is obliged to accord under article 24 of the Convention.

Article V

(1) There shall be fair and equal opportunity for the 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 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 agreed services provided by the designated airlines of the 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 provision, of capacity adequate to meet the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territory of the Contracting Party designating the airline and the country of ultimate destination of the traffic. Provision for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principle that capacity shall be related to :

- a. traffic requirements between the country of origin and the countries of destination ;
- b. traffic requirements of the area through which the airline passes, after taking account of other transport services established by airlines of the States comprising the area ; and
- c. the requirements of through airline operation.

Article VI

(1) The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service (such as standards of speed and accommodation) and the tariffs of other airlines for any part of the specified route. These tariffs shall be fixed in accordance with the following provisions of this Article :

(2) The tariffs referred to in paragraph (1) of this Article, together with the rates of agency commission used in conjunction with them, shall be agreed in respect of each of the specified routes between the designated airlines concerned in consultation with other airlines operating over the whole or part of that route, and such agreement where possible, will be reached through the rate-fixing machinery of the International Air Transport Association.

(3) The tariffs so agreed shall be subject to the approval of the aeronautical authorities of both Contracting Parties.

Article VII

There shall be consultation as necessary between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfilment of the present Agreement.

Article VIII

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other information as may be reasonably required for the purpose of reviewing the capacity provided on the services authorized by them.

Article IX

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

(2) If the Contracting Parties fail to reach a settlement by negotiation within ninety days of the matter in dispute being first raised by either Contracting Party with the other,

a. They may agree to refer the dispute for decision to an arbitral tribunal or to some other person or body. The arbitral tribunal referred to above shall be composed according to the following procedures :

1. Each Contracting Party shall nominate one arbitrator ;

2. The third arbitrator who shall serve as President of the Tribunal shall be nominated either :

i. by agreement between the two Contracting Parties ; or

ii. if within sixty days they do not so agree, by appointment of the President of the International Court of Justice at the request of either Contracting Party. Before making the appointment, the President of the International Court of Justice shall consult both Contracting Parties.

b. If either Contracting Party do not agree to refer the dispute to a person or body or to an arbitral tribunal as indicated in paragraph (*a*) above, the other Contracting Party may submit the dispute for decision to an arbitral tribunal appointed, for that purpose, by the President of the International Court of Justice.

(3) Procedural questions not provided for in this Agreement shall be answered in accordance with the rules of procedure of the Permanent Court of Arbitration or with those, as drafted at the time, by the International Law Commission of the United Nations Organization.

Article X

(1) If either of the Contracting Parties consider it desirable to modify any provision of the present Agreement it may request consultation between the aeronautical authorities of the two Contracting Parties, and in that event such consultation shall begin within sixty days from the date of the request. Such modification, if agreed between the Contracting Parties, shall enter into force when the Contracting Parties will have notified to each other the ratification or approval of the amendment, according to the constitutional requirements of each Contracting Party.

(2) In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound, the present Agreement shall be amended so as to conform with the provisions of such convention.

(3) The Contracting Parties undertake to comply with any provisional measures agreed upon by both Contracting Parties during the consultation prescribed in paragraph (1) of this Article.

(4) If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a provisional measure indicated in paragraph (3) of this Article, the other Contracting Party may limit, withhold or revoke any rights which are granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline or to the designated airlines in default.

Article XI

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

The present Agreement and any amendment made under Article X shall be registered with the International Civil Aviation Organization.

Article XIII

The provisions of the present Agreement will be provisionally adhered to as from the date of its signature.

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, duly authorized for this purpose, have signed the present Agreement.

DONE this eleventh day of May nineteen hundred and fifty-nine in duplicate in the English language, which shall be the authoritative language. An official translation of the Agreement into Danish and Arabic will be exchanged through diplomatic channels.

For the Government of the Kingdom of Denmark :

C. Holten EGGERT

For the Government of the Republic of the Sudan :

A. MUKHTAR

SCHEDULE

A

(1) Routes to be served by the designated airline or airlines of the Government of the Republic of the Sudan :

a. From points in the Republic of the Sudan to Copenhagen either via intermediate points or directly and if so desired from Copenhagen to points beyond, in both directions.

(2) Routes to be served by the designated airline or airlines of the Government of the Kingdom of Denmark :

a. From points in the Kingdom of Denmark to Khartoum either via intermediate points or directly and if so desired from Khartoum to points beyond, in both directions.

B

(3) Any or all points of the routes, specified in the Schedule, may at the option of the airline or airlines be omitted on any or all flights.

C

(4) *a.* In case the designated airline or airlines of either Contracting Party do not handle their own traffic in the territory of the other Contracting Party through their own office and by their own personnel, the designated airline or airlines will assign such functions to an organization approved by the aeronautical authority of the other Contracting Party.

b. In both cases the offices, handling the traffic, shall be subject to registration and such conditions as may be required under the respective laws and ordinances of the Contracting Parties.

Cairo, the 11th May, 1959

With reference to the Air Transport Agreement signed to-day¹ between the Government of the Kingdom of Denmark and the Government of the Republic of the Sudan the Contracting Parties agree that in the application of the provisions of this Agreement, including the Schedule, they will mutually grant to each other the most favourable treatment as will be granted to any other country.

It is further the understanding of the Contracting Parties that in order to fulfil the requirements of articles V (2) and V (3b) of the Agreement the airline designated by the Government of the Kingdom of Denmark will provisionally refrain from carrying commercial passenger traffic between :

Khartoum – Cairo v. v.

Khartoum – Jeddah v. v.,

with the exception of the carriage of its staff, diplomatic personnel, freight and mail and such other commercial traffic for which special authorization may be had on application to the Director of Civil Aviation, Khartoum.

For the Government of the Kingdom of Denmark :
C. Holten EGGERT

For the Government of the Republic of the Sudan :
A. MUKHTAR

EXCHANGE OF LETTERS

I

Cairo, 11th May, 1959

Excellency,

With reference to the Agreement signed this day¹ between the Government of the Kingdom of Denmark and the Government of the Republic of the Sudan, I have the honour to notify you that, in accordance with Article III of the Agreement, the Danish Government designate Det Danske Luftfartselskab (DDL) to operate the routes specified in the Schedule² 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 discussions preceding the signature of the Agreement :

(1) Det Danske Luftfartselskab (DDL) cooperating with Det Norske Luftfartselskab (DNL) and Aktiebolaget Aerotransport (ABA) under the designation of Scan-

¹ See p. 106 of this volume.

² See p. 118 of this volume.

dinavian 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 Luftfartsselskab (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 Luftfartsselskab (DDL) and the competent Danish authorities and Det Danske Luftfartsselskab (DDL) shall accept full responsibility under the Agreement therefor.

I avail myself of this opportunity to convey to Your Excellency, the assurance of my highest consideration.

Christian D. Holten EGGERT
Minister of Denmark

His Excellency Sayed Ahmed Mukhtar
Ambassador Extraordinary & Plenipotentiary
of the Republic of the Sudan
Cairo

II

Cairo, 11th May, 1959

Excellency,

I have the honour to acknowledge receipt of your letter of today's date informing me that in accordance with Article III of the Agreement on Air Services between the Government of the Republic of the Sudan and the Government of the Kingdom of Denmark signed today the Danish Government designate Det Danske Luftfartsselskab (DDL) to operate the routes specified in the Schedule 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 discussions preceding the signature of the Agreement :

[See letter I]

I avail myself of this opportunity to convey to Your Excellency, the assurance of my high consideration.

Ahmed MUKHTAR
Ambassador Extraordinary & Plenipotentiary

His Excellency M. Christian D. Holten Eggert
Envoy Extraordinary and Minister Plenipotentiary
of His Majesty the King of Denmark
Khartoum