

**Air Services Agreement**  
**between**  
**The Government of the Kingdom of Denmark**  
**and**  
**The Government of the Republic of Belarus.**

The Government of the Kingdom of Denmark and the Government of the Republic of Belarus

Being parties to the Convention on International Civil Aviation and the International Air Services Transit Agreement opened for signature at Chicago on the seventh day of December 1944, and

Desiring to conclude an Agreement, in conformity with the said Convention, for the main purpose of establishing scheduled air services between their respective territories;

Have agreed as follows:

services performed by the carrier in connection with the air transportation, and including remuneration and conditions offered to agencies, but excluding remuneration or conditions for the carriage of mail;

- (h) the term "user charge" means a charge made to airlines by the competent authorities for the use of an airport or air navigation facilities for aircraft, their crews, passengers and cargo.

**Article 3**  
**Designation of Airline**

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes and to withdraw or alter such designations.
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 a designated airlines the appropriate operating authorizations.
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 to the operation of international air services by such authorities in conformity with the provisions of the Convention.
4.
  - a) The Government of the Kingdom of Denmark 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 it is not satisfied that effective control of that airline is maintained in Belarus and that the airline is incorporated and has its principal place of business in Belarus.
  - b) The Government of the Republic of Belarus 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 it is not satisfied that effective control of that airline is maintained in Denmark and that the airline is incorporated and has its principal place of business in Denmark.

**Article 4**  
**Revocation, Suspension, and**  
**Imposition of Conditions**

1. Each Contracting Party shall have the right to withhold or revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of this Agreement by an airline designated by the other Contracting Party, or to impose such conditions, as it may deem necessary, on the exercise of these rights:
    - (a) (i) in the case of the Government of the Kingdom of Denmark in any case where it is not satisfied that effective control of that airline is maintained in Belarus and that the airline is incorporated and has its principal place of business in Belarus.
    - (ii) in the case of the Government of the Republic of Belarus in any case where it is not satisfied that effective control of that airline is maintained in Denmark and that the airline is incorporated and has its principal place of business in Denmark.
  - (b) in the case of failure by that airline to comply with the laws and regulations of the Contracting Party granting these rights;  
or
  - (c) in the case that the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.
2. Unless immediate revocation or suspension of the operating authorization mentioned in paragraph (1) of this Article or imposition of the conditions therein is essential to prevent further infringements of laws and regulations, such right shall be exercised only after consultation with the other Contracting Party.

In this case consultations shall be held within thirty (30) days from the date the other Contracting Party receives such request in writing.

## **Article 6**

### **Customs Duties**

1. Aircraft operated on international air services by the designated airline or airlines of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants and aircraft stores (including food, beverages, and tobacco) on board such aircraft shall be relieved 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 remain on board the aircraft up to such time as they are re-exported.
  
2. With the exception of charges based on the cost of the service provided, the following items shall also be relieved from the duties, fees and charges referred to in paragraph 1 of this Article:
  - (a) aircraft stores, introduced into or supplied in the territory of a Contracting Party, and taken on board, within reasonable limits, for use on outbound aircraft engaged in an international air service of a designated airline of the other Contracting Party;
  
  - (b) spare parts, including engines introduced into the territory of a Contracting Party for the maintenance or repair of aircraft used in an international air service of a designated airline of the other Contracting Party; and
  
  - (c) fuel, lubricants, and consumable technical supplies introduced into or supplied in the territory of a Contracting Party for use in an aircraft engaged in an international air service of a designated airline of the other Contracting Party, even when these supplies are to be used on a part of the journey performed over the territory of the Contracting Party in which they are taken on board.
  
3. Equipment and supplies referred to in paragraphs (1) and (2) of this Article may be required to be kept under the supervision or control of the appropriate authorities.

**Article 7**  
**Storage of Airborne Equipment and Supplies**

The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such case, they may be placed under the supervision of said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

**Article 9**  
**Capacity Provisions**

1. There shall be fair and equal opportunity for the designated airlines of each Contracting Party to operate air services on any route specified in the Annex to this Agreement.
2. In the operation of the agreed services on the routes specified in the Annex to this Agreement the designated airlines of either Contracting Party shall take into account the interests of the designated airline or airlines of the other Contracting Party so as not to affect unduly the air services which the latter airline or airlines operate.
3. The agreed services provided by a designated airline shall retain as its primary objective the provision of capacity adequate to current and reasonably anticipated requirements for the carriage of passengers, mail and freight, coming from or destined for the territory of the Contracting Party designating the airline.

**Article 11**  
**Tariffs**

1. The tariffs to be charged by the designated airlines of one Contracting Party for the carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, the interests of users, reasonable profit, and the tariffs of other airlines.

The Contracting Parties agree to give particular attention to tariffs which may be objectionable because they appear unreasonably discriminatory, unduly high or restrictive, artificially low because of direct or indirect subsidy or support, or predatory.

2. The tariffs referred to in paragraph 1 of this Article may be agreed upon by the designated airlines of both Contracting Parties. Agreements may, if possible, be reached through consultations with other airlines operating over the whole or part of the same route. However, the designated airlines shall not be precluded from filing, nor the aeronautical authorities of the Contracting Parties from approving, any tariffs.
3. The tariffs proposed by a designated airline of one Contracting Party for carriage to and from the territory of the other Contracting Party shall be submitted to the aeronautical authorities of the Contracting Parties in such form as the aeronautical authorities of the Contracting Party may separately require. They shall be submitted at least thirty (30) days (or such shorter period as the aeronautical authorities of the Contracting Parties may agree) before the proposed date of introduction; in special cases this time limit may be reduced, subject to the consent of the said authorities. The proposed tariffs shall be treated as having been filed with the aeronautical authorities of a Contracting Party on the date on which they are received by those aeronautical authorities.
4. Each Contracting Party shall have the right to approve or disapprove tariffs for one-way or round-trip carriage between the territories of the two Parties which commences in its own territory.



that agreement into effect. If no agreement is reached, the decision of the Party in whose territory the carriage originates shall prevail.

10. The tariffs established in accordance with the provisions of this article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

In approving tariffs, the aeronautical authorities of a Contracting Party may, however, attach to their approval such expiry dates, as they consider appropriate. Where a tariff has an expiry date, it shall remain in force until the due expiry date, unless withdrawn by the airline or airlines concerned or unless a replacement tariff is filed and approved prior to the expiry date.

When a tariff has been approved without an expiry date, and where no new tariff has been filed and approved, this tariff shall remain in force, until the aeronautical authorities of the Contracting Party concerned gives notice to the airlines concerned terminating its approval. Such notice shall be given at least ninety (90) days before the intended expiry date of the tariff.

11. The designated airlines of the Contracting Parties shall be allowed to match (i.e. price level, conditions and expiry date) any tariff duly approved and applied by a designated airline of one of the Contracting Parties for travel between the same city-pair(s) on a route between the Contracting Parties.
12. The aeronautical authorities of both Contracting Parties shall endeavour to ensure that (A) the tariffs charged and collected conform to the approved tariffs and (B) no airline rebates any portion of such tariffs by any means, directly or indirectly.

**Article 13**  
**Airline Representation**

1. Each Contracting Party grants to the designated airline or airlines of the other Contracting Party, on the basis of reciprocity, the right to maintain in its territory its representatives including office, administrative, commercial and technical personnel as may be necessary for the requirements of the designated airline concerned.
  
2. The designated airlines of a Contracting Parties shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party, either directly or through agents. The Contracting Parties shall not restrict the right of the designated airline or airlines of each Contracting Party to sell, and of any person to purchase, such transportation in local or in any freely convertible currency. Nor shall a Contracting Party restrict the right of the designated airlines to pay in local or in any freely convertible currency their locally incurred costs.

## **Article 15**

### **Aviation Security**

1. Each Contracting Party reaffirms that its obligation to the other Contracting Party to protect the security of civil aviation against unlawful interference forms an integral part of this Agreement. Each Contracting Party shall in particular act in conformity with the aviation security provisions of the "Convention on Offences and Certain Other Acts Committed on Board Aircraft", signed at Tokyo on 14 September, 1963, the "Convention for the Suppression of Unlawful Seizure of Aircraft", signed at The Hague on 16 December, 1970, the "Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation", signed at Montreal on 23 September, 1971, and "Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation", done at Montreal on 23 September, 1971, signed at Montreal on 24 February, 1988.
2. Each Contracting Party shall be provided at its request with all necessary assistance by the other Contracting Party to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities and any other threat to the security of civil aviation.
3. The Contracting Parties shall, in their mutual relations, act in conformity with the applicable aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation, opened for signature at Chicago on 7 December, 1944. Each Contracting Party shall require that operators of aircraft of its registry or operators of aircraft having their principal place of business or permanent residence in its territory, and the operators of airports in its territory, act in conformity with such aviation security provisions.
4. Each Contracting Party agrees that operators of aircraft may be required to observe the aviation security provisions referred to in paragraph (3) of this Article required by the other Contracting Party for entry into, departure from or while within the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are

## **Article 16**

### **Consultation**

Either Contracting Party may at any time request consultations on the implementation, interpretation or application of this Agreement or compliance with the Agreement. Such consultations, which may be between aeronautical authorities, shall begin within a period of sixty (60) days from the date the other Contracting Party receives a written request, unless otherwise agreed by the Contracting Parties.

**Article 18**  
**Settlement of Disputes**

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation.
2. If the Contracting Parties fail to reach a settlement of the dispute by negotiation, they may agree to refer the dispute for decision to an arbitrator, or the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In all cases, the third arbitrator shall be a national of a third State, shall act as president of the tribunal, and shall determine the place, where the arbitration will be held. If the President considers that he is a national of a State which cannot be regarded as neutral in relation to the dispute, the most Senior Vice-President who is not disqualified on that ground shall make the appointment. The arbitral tribunal shall reach its decision by a majority of votes.
3. The expenses of the Tribunal shall be shared equally between the Contracting Parties.
4. The Contracting Parties undertake to comply with any decision given under paragraph (2) of this Article.

**Article 19**  
**Registration**

**This Agreement and its Annexes and any subsequent amendment thereto shall be registered with the International Civil Aviation Organization.**

**Article 21**  
**Entry into Force**

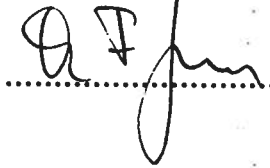
This Agreement will enter into force from the date of signature.

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In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done at.....Oslo.....on.....24 November 1995.....in duplicate in the English, Danish and Belarusian languages, all the texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF  
THE KINGDOM OF DENMARK

  
.....

FOR THE GOVERNMENT OF  
THE REPUBLIC OF  
BELARUS

  
.....

(Denmark)

## **ANNEX B**

1. Routes to be operated by the designated airline of the Government of the Republic of Belarus
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Column 1

Points in Belarus

Column 2

Copenhagen

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2. Nothing will prevent a designated airline of either Contracting Party to serve other points than those specified in this Annex provided that no commercial rights are exercised between those points and the territory of the other Contracting Party.



**MEMORANDUM OF UNDERSTANDING**

*between*

*the Kingdom of Norway, the Kingdom of Denmark and the  
Kingdom of Sweden and the Republic of Belarus*

*In implementing the Air Services Agreements between the Government of the Republic of Belarus, and the Governments of Norway, Denmark and Sweden, the Contracting Parties of the countries concerned have agreed to the following arrangements:*

*Notwithstanding the provisions of Article 3 of the Air Services Agreements, not more than one airline of each Contracting Party will be designated to operate between any pair of points.*

*For the Governments  
of the Kingdoms of  
Norway, Denmark and Sweden*

*Per Hvidt Myrnes*  
.....  
*A. F. Jensen*  
.....  
*Per Nordström*  
.....

*For the Government  
of the Republic of  
Belarus:*

*[Signature]*  
.....  
*24 ноября 1995*

*24 November 1995*