

Bekendtgørelse

af

luftfartsoverenskomst af 11. marts 1977 med Nigeria

Den 11. marts 1977 undertegnedes i Lagos en luftfartsoverenskomst mellem Danmark og Nigeria. Teksten til overenskomsten og den dertil knyttede brevveksling lyder som følger:

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Udenrigsmin. ØP.2 j. nr. 93. D. 109.

L.T.C. 56

AGREEMENT

between the Government of the Kingdom of Denmark and the Federal Military Government of the Federal Republic of Nigeria for Air Services between and beyond their Respective Territories

The Government of the Kingdom of Denmark and the Federal Military Government of the Federal Republic of Nigeria (hereinafter referred to as the Contracting Parties),

Considering that the Kingdom of Denmark and the Federal Republic of Nigeria are parties to the Convention on International Civil Aviation and of the International Air Services Transit Agreement, both opened for signature at Chicago on the seventh day of December, 1944, and

Desiring to conclude an agreement, supplementary to the said Convention and Agreement, for the purpose of establishing air services between and beyond their respective territories,

Have agreed as follows:—

Article 1*Interpretation*

For the purpose of the present Agreement, and any annex attached thereto, 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 and includes any Annexes adopted under Article 90 of that Convention and any amendment of the Annexes or that Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;

Oversættelse.**OVERENSKOMST**

mellem Kongeriget Danmarks regering og Forbundsrepublikken Nigerias forbundsmilitærregering om lufttrafik mellem og ud over deres respektive territorier

Kongeriget Danmarks regering og Forbundsrepublikken Nigerias forbundsmilitærregering (herefter benævnt de kontraherende parter) er

i betragtning af, at Kongeriget Danmark og Forbundsrepublikken Nigeria er deltagere i konventionen om international civil luftfart og i overenskomsten om transitrettigheder for internationale luftruter, der begge åbnedes for undertegnelse i Chicago den syvende december 1944, og

i ønsket om at indgå en overenskomst til supplerung af nævnte konvention og overenskomst med det formål at oprette lufttrafik mellem og ud over deres respektive territorier,

blevet enige om følgende:

Artikel 1*Fortolkning*

I nærværende overenskomst og ethvert dertil knyttet tillæg skal, medmindre andet følger af sammenhængen,

a) udtrykket »konventionen« betyde konventionen om international civil luftfart, der blev åbnet for undertegnelse i Chicago den 7. december 1944, og indbefatte ethvert tillæg, vedtaget i henhold til denne konventions artikel 90, og enhver ændring af tillæggene eller konventionen i henhold til dennes artikler 90 og 94, for så vidt som disse tillæg og ændringer er vedtaget af begge de kontraherende parter,

19. juni 1979.

(b) the term "a" means, in the case of Nigeria, the Commissioners relating to Civil or body authorised at present exercised or similar functions, Kingdom of Denmark Works and any persons perform any function the said Ministry or

(c) the term "designated" means an airline which has been established in accordance with the present Agreement;

(d) the term "territory" means the land adjacent thereto for the purpose of protection of that State;

(e) the terms "air service", "airline purposes" have the meaning assigned to them in the Convention;

(f) the term "air stores" and "spare parts" respectively assigned to them in the Convention.

Rights and Privileges

(1) Each Contracting Party shall have the right to operate other Contracting Parties on the present Agreement for the purpose of establishing scheduled air services on the routes specified in the Schedule to the present Agreement. Such routes shall be called "the specified routes", and shall be operated by each Contracting Party, while operating on a specified route, the

(a) to fly without the permission of the other Contracting Parties;

(b) to make stops for non-traffic purposes;

(c) to make stops for traffic purposes at points specified in the present Agreement.

(b) the term "aeronautical authorities" means, in the case of the Federal Republic of Nigeria, the Commissioner responsible for matters relating to Civil Aviation and any person or body authorised to perform any functions at present exercised by the said Commissioner or similar functions, and, in the case of the Kingdom of Denmark, the Ministry of Public Works and any person or body authorised to perform any functions at present exercised by the said Ministry or similar functions;

(c) the term "designated airline" means an airline which has been designated and authorised in accordance with Article 3 of the present Agreement;

(d) the term "territory" in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty or protection of that State;

(e) the terms "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention; and

(f) the term "aircraft equipment", "aircraft stores" and "spare parts" have the meanings respectively assigned to them in Annex 9 of the Convention.

Article 2

Rights and Privileges of Designated Airlines

(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 appropriate section of the Schedules annexed to the present Agreement. Such services and routes are hereafter 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; and
- (c) to make stops in the said territory at the points specified for that route in the appropriate Schedule annexed to the present Agreement for the purpose of putting

b) udtrykket »luftfartsmyndigheder« for Forbundsrepublikken Nigerias vedkommende betyde den kommissær, der er ansvarlig for civile luftfartsanliggender, samt enhver person eller ethvert organ, der er bemyndiget til at udøve nogen af de funktioner, som for tiden varetages af nævnte kommissær, eller lignende funktioner, og for Kongeriget Danmarks vedkommende betyde ministeriet for offentlige arbejder samt enhver person eller ethvert organ, der er bemyndiget til at udøve nogen af de funktioner, som for tiden varetages af nævnte ministerium, eller lignende funktioner;

c) udtrykket »udpeget luftfartsselskab« betyde et luftfartsselskab, som er blevet udpeget og godkendt i overensstemmelse med artikel 3 i nærværende overenskomst;

d) udtrykket »territorium« anvendt i relation til en stat betyde landområder med tilstødende territorialfarvande under den pågældende stats suverænitet eller beskyttelse;

e) udtrykkene »lufttrafik«, »international lufttrafik«, »luftfartsselskab« samt »teknisk landing« have de betydninger, der er tillagt hvert af dem i konventionens artikel 96, og

f) udtrykkene »luftfartøjsudstyr«, »luftfartøjsforråd« og »reservedele« have de betydninger, der er tillagt dem i konventionens tillæg 9.

Artikel 2

De udpegede luftfartsselskabers rettigheder og privilegier

1) Hver kontraherende part tilstår den anden kontraherende part de i nærværende overenskomst angivne rettigheder med det formål at oprette regelmæssig international lufttrafik på de i vedkommende afsnit af rutelisterne i tillægget til nærværende overenskomst angivne ruter. Sådan trafik og sådanne ruter er i det efterfølgende benævnt henholdsvis »den aftalte trafik« og »de angivne ruter«. Det af hver kontraherende part udpegede luftfartsselskab skal ved udførelsen af en aftalt trafik på en angiven rute nyde følgende rettigheder:

- a) at overflyve den anden kontraherende parts territorium uden landing,
- b) at foretage tekniske landinger på nævnte territorium samt
- c) at foretage landinger på nævnte territorium på de pladser, som er angivet for den pågældende rute i vedkommende ruteliste i tillægget til nærværende overenskomst, med

down and taking up 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 destined for another point in the territory of that other Contracting Party.

Article 3

Designation of Airlines

(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 the receipt of the notice 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 airline designated the appropriate operating authorisation.

(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) Each Contracting Party shall have the right to refuse to grant the operating authorisation 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 the present Agreement, 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 authorised, it may begin at any time to operate the agreed service provided that a tariff established in accordance with the provisions of Article 9 of the present Agreement is in force in respect of that service.

det formål at afsætte og optage passagerer, fragt og post i international trafik.

2) Intet i nærværende artikels stk. 1 skal forstås som hjemlende en kontraherende parts luftfartsselskab ret til på den anden kontraherende parts territorium at optage passagerer, fragt eller post, som er bestemt for en anden plads på denne anden kontraherende parts territorium.

Artikel 3

Udpegelse af luftfartsselskaber

1) Hver kontraherende part skal have ret til over for den anden kontraherende part skriftligt at udpege et luftfartsselskab med det formål at drive den aftalte trafik på de angivne ruter.

2) Ved modtagelsen af meddelelsen om en sådan udpegelse skal den anden kontraherende part under forbehold af bestemmelserne i denne artikels stk. 3 og 4 ufortøvet give det udpegede luftfartsselskab den behørig driftstilladelse.

3) Den ene kontraherende parts luftfartsmyndigheder kan forlange, at et af den anden kontraherende part udpeget luftfartsselskab over for dem godtgør, at det er i stand til at opfylde de vilkår, der er foreskrevet i medfør af de love og bestemmelser, som normalt og med rimelighed anvendes på driften af international lufttrafik af nævnte myndigheder i overensstemmelse med konventionens bestemmelser.

4) Hver kontraherende part skal være berettiget til at nægte at give de i denne artikels stk. 2 omhandlede driftstilladelser eller til at foreskrive sådanne betingelser, som den måtte anse for påkrævede for et udpeget luftfartsselskabs udøvelse af de i nærværende overenskomsts artikel 2 omhandlede rettigheder, i ethvert tilfælde, hvor nævnte kontraherende part ikke finder det godtgjort, at en væsentlig del af ejendomsretten til og den effektive kontrol med dette luftfartsselskab beror hos den kontraherende part, som har udpeget luftfartsselskabet, eller hos dens statsborgere.

5) Når et luftfartsselskab er blevet således udpeget og godkendt, kan det når som helst påbegynde driften af den aftalte trafik, forudsat at en takst, der er fastsat i henhold til bestemmelserne i nærværende overenskomsts artikel 9, er i kraft, for så vidt angår denne trafik.

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Article 4

Validity of Certificates

(1) Certificates of airworthiness, certificates of competency and licences issued or validated by either Contracting Party and which have not expired, shall be recognized as valid by the other Contracting Party for the purposes of operating the air routes specified in the Annex hereto.

(2) Each Contracting Party reserves the right to refuse to recognize as valid for the purposes of operating the said air routes over its own territory, certificates of competency and licences issued to its own nationals by the other Contracting Party.

Article 5

Revocation and Suspension of Rights

(1) Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 2 of the present Agreement by any airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary for the exercise of these rights in any of the following cases:

- (a) 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;
- (b) Failure by the airline to comply with the laws or regulations of the Contracting Party granting these rights;
- (c) If the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

(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 consultations with the other Contracting Party.

Artikel 4

Certifikaters gyldighed

1) Luftdygtighedsbeviser, duelighedsbeviser og certifikater, som er udstedt eller erklæret retsgyldige af hver kontraherende part, og som ikke er udløbet, skal, for så vidt angår driften af de i tillægget hertil angivne luftruter, anerkendes som gyldige af den anden kontraherende part.

2) Hver kontraherende part forbeholder sig ret til, for så vidt angår driften af de nævnte luftruter over dens eget territorium, at nægte at anerkende gyldigheden af duelighedsbeviser og certifikater, som er udstedt til dens egne statsborgere af den anden kontraherende part.

Artikel 5

Tilbagekaldelse og suspension af rettigheder

1) Hver kontraherende part skal være berettiget til at tilbagekalde en driftstilladelse eller at suspendere ethvert af den anden kontraherende part udpeget luftfartsselskabs udøvelse af de i nærværende overenskomsts artikel 2 angivne rettigheder eller til at foreskrive sådanne betingelser, som den måtte anse for påkrævede for udøvelsen af disse rettigheder i ethvert af følgende tilfælde:

- a) Hvor den ikke finder det godtgjort, at en væsentlig del af ejendomsretten til og den effektive kontrol med det pågældende luftfartsselskab beror hos den kontraherende part, der har udpeget luftfartsselskabet, eller hos denne kontraherende parts statsborgere.
- b) Det pågældende luftfartsselskabs undladelse af at efterkomme love eller bestemmelser udfærdiget af den kontraherende part, som tilstår disse rettigheder.
- c) Hvis luftfartsselskabet på anden måde undlader at drive virksomheden i overensstemmelse med de i henhold til nærværende overenskomst foreskrevne betingelser.

2) Medmindre øjeblikkelig tilbagekaldelse, suspension eller pålæggelse af de i denne artikels stk. 1 omhandlede betingelser er absolut nødvendig for at forebygge yderligere overtrædelser af love eller bestemmelser, skal denne ret kun gøres gældende efter drøftelser med den anden kontraherende part.

Article 6

Exemption from Customs Duties, etc.

(1) Aircraft operated on international services by the designated airline 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 exempt from all customs duties, inspection fees and other similar charges 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 or are used on the part of the journey performed over that territory.

(2) There shall also be exempt from the same duties, fees, and charges with the exception of charges corresponding to the services performed:

- (a) aircraft stores taken on board in the territory of a Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board outbound aircraft engaged in an international service of the other Contracting Party;
- (b) spare parts introduced into the territory of either Contracting Party for the maintenance or repairs of aircraft used on international services by the designated airline of the other Contracting Party;
- (c) fuel and lubricants destined to supply outbound aircraft operated on international services by the designated airline 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.

Article 7

Treatment of Regular Airborne Equipment, etc.

The regular airborne equipment as well as the materials and supplies retained on board the aircraft of either Contracting Party may be

Artikel 6

Fritagelse for toldafgifter m. v.

1) Luftfartøjer, der benyttes i international lufttrafik af det af hver kontraherende part udpegede luftfartsselskab, såvel som deres sædvanlige udstyr, beholdninger af brændstof og smøreolie samt luftfartøjsforråd (herunder levnedsmidler, drikkevarer og tobak) om bord i sådanne luftfartøjer, skal ved ankomsten til den anden kontraherende parts territorium være fritaget for samtlige toldafgifter, undersøgelsesgebyrer og andre lignende afgifter, forudsat at sådant udstyr og sådanne forsyninger forbliver om bord i luftfartøjerne, indtil de genudføres eller forbruges på den del af flyvningen, der udføres over dette territorium.

2) Fritaget for tilsvarende told, gebyrer og afgifter med undtagelse af afgifter for ydede tjenester er desuden:

- a) luftfartøjsforråd, som er taget om bord på en kontraherende parts territorium, inden for de af nævnte kontraherende parts myndigheder fastsatte grænser og til brug om bord i udgående luftfartøjer, der benyttes i international trafik af den anden kontraherende part,
- b) reservedele, som indføres på den ene kontraherende parts territorium til vedligeholdelse eller reparation af luftfartøjer, der benyttes i international trafik af den anden kontraherende parts udpegede luftfartsselskab,
- c) brændstof og smøreolie bestemt til forsyning af udgående luftfartøjer, der af den anden kontraherende parts udpegede luftfartsselskaber benyttes i international trafik, selv om disse forsyninger skal anvendes på den del af flyvningen, der foregår over den kontraherende parts territorium, hvor de er taget om bord.

De ovenfor under pkt. a, b og c omhandlede materialer kan forlanges opbevaret under toldopsyn eller -kontrol.

Artikel 7

Behandling af sædvanligt luftfartøjsudstyr m. v.

Det sædvanlige luftfartøjsudstyr samt det materiel og de forsyninger, der beholdes om bord i luftfartøjer tilhørende den ene kontra-

unloaded in the territory of the Contracting Party only. In such case, they may be placed in the custody of the said authorities and re-exported or used in accordance with Customs regulations.

Mode

(1) There shall be no charge for the designated Party to operate the aircraft on the specified routes.

(2) The inauguration of the agreed routes shall be strictly in accordance with the Annex to this Agreement, which may be amended from time to time.

(1) The tariffs to be levied on the aircraft of one Contracting Party shall be established in accordance with the provisions of this Article, including cost of operation and the tariffs of the other Contracting Party.

(2) The tariffs referred to in this Article, to be levied by the agency commission, shall be agreed by both Contracting Parties and other airlines operating on the route, and, where possible, be reached by the machinery of the International Air Transport Association.

(3) The tariffs to be levied shall be subject to the approval of the Contracting Parties and shall be reduced subject to the approval of said authorities.

(4) If the designated Party reduces any of these tariffs, the other Party shall have the right to reduce its tariffs to the same level.

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 the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

Article 8

Mode of Operation

(1) There shall be fair and equal opportunity for the designated airline of each Contracting Party to operate the agreed services on the specified routes.

(2) The inauguration and subsequent operation of the agreed services on the specified routes shall be strictly within the limits set out in the Annex to this Agreement or as it may be amended from time to time.

Article 9

Tariffs

(1) The tariffs to be charged by the airline of one Contracting Party for 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, reasonable profit and the tariffs of other airlines.

(2) The tariffs referred to in paragraph (1) of this Article, together with the rates of agency commission applicable, shall, if possible, be agreed by the designated airlines of both Contracting Parties, in consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association.

(3) The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least thirty (30) days before the proposed date of their introduction; in special cases, this time limit may be reduced subject to the agreement of the said authorities.

(4) If the designated airlines cannot agree on any of these tariffs, or if for some other reasons a tariff cannot be fixed in accordance

herende part, kan kun udlosses på den anden kontraherende parts territorium med tilladelse fra toldmyndighederne på dette territorium. I så fald vil de kunne undergives de nævnte myndigheders opsyn, indtil de genudføres eller på anden måde afhændes i overensstemmelse med toldvedtægterne.

Artikel 8

Driftsmåde

1) Der skal være rimelig og lige adgang for hver kontraherende parts udpegede luftfartsselskab til at drive den aftalte trafik på de angivne ruter.

2) Indvielsen og den efterfølgende drift af den aftalte trafik på de angivne ruter skal holdes nøje inden for de grænser, der er angivet i tillægget til denne overenskomst, eller således som dette til enhver tid måtte blive ændret.

Artikel 9

Takster

1) De takster, som skal anvendes af en kontraherende parts udpegede luftfartsselskab for befordring til eller fra den anden kontraherende parts territorium, skal fastsættes på et rimeligt niveau under behørig hensyntagen til alle i betragtning kommende faktorer, herunder driftsomkostninger, rimelig fortjeneste og andre luftfartsselskabers takster.

2) De i denne artikels stk. 1 omhandlede takster tillige med de gældende satser for agentprovision skal om muligt aftales af begge kontraherende parters udpegede luftfartsselskaber i samråd med andre luftfartsselskaber, der driver luftrafik på hele denne rute eller en del deraf, og en sådan aftale skal så vidt muligt træffes gennem Den internationale Lufttransport sammenslutnings takstfastsættelsesprocedurer.

3) De således aftalte takster skal forelægges de kontraherende parters luftfartsmyndigheder til godkendelse mindst tredive (30) dage før deres foreslåede ikrafttrædelsesdato; i særlige tilfælde kan denne tidsfrist forkortes under forudsætning af enighed herom mellem de nævnte myndigheder.

4) Såfremt de udpegede luftfartsselskaber ikke kan blive enige om nogen af disse takster, eller hvis der af nogen anden grund ikke kan

with the provisions of paragraph (2) of this Article, or if during the first fifteen (15) days of the thirty (30) days' period referred to in paragraph (3) of this Article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff agreed in accordance with the provisions of paragraph (2) of this Article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

(5) If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (3) of this Article or on the determination of any tariff under paragraph (4), the dispute shall be settled in accordance with the provisions of Article 13 of the present Agreement.

(6) Subject to the provisions of paragraph (5) of this Article, no tariff shall come into force if the aeronautical authorities of either Contracting Party have not approved it.

(7) 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 the present Article.

Article 10

Statements of Statistics

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at the latter's request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline of the first Contracting Party.

Such statements shall include all information required to determine the amount of traffic carried by the airline on the agreed services and the origins and destination of such traffic.

Article 11

Transfer of Excess Receipts

Each Contracting Party grants to the designated airline of the other Contracting Party the right of transfer at the official rate of exchange of the excess of receipts over expendi-

fastsættes en takst i overensstemmelse med bestemmelserne i denne artikels stk. 2, eller såfremt en kontraherende part i løbet af de første femten (15) dage af den i denne artikels stk. 3 omhandlede tredive (30) dages periode giver den anden kontraherende part meddelelse om sin utilfredshed med nogen takst, som er aftalt i overensstemmelse med bestemmelserne i denne artikels stk. 2, skal de kontraherende parter luftfartsmyndigheder forsøge at fastsætte taksten ved indbyrdes aftale.

5) Såfremt luftfartsmyndighederne ikke kan blive enige om godkendelsen af nogen takst, der er forelagt dem i henhold til denne artikels stk. 3, eller om fastsættelse af en takst i henhold til stk. 4, skal tvisten afgøres i overensstemmelse med bestemmelserne i nærværende overenskomsts artikel 13.

6) Med forbehold af bestemmelserne i denne artikels stk. 5 kan ingen takst træde i kraft, medmindre begge de kontraherende parter luftfartsmyndigheder har godkendt den.

7) De i henhold til bestemmelserne i denne artikel fastsatte takster skal forblive i kraft, indtil nye takster er blevet fastsat i overensstemmelse med nærværende artikels bestemmelser.

Artikel 10

Statistiske oplysninger

Hver kontraherende parts luftfartsmyndigheder skal til den anden kontraherende parts luftfartsmyndigheder på sidstnævntes opfordring sende sådanne periodiske eller andre statistiske oplysninger, som med rimelighed kan forlanges med henblik på at bedømme den kapacitet, der af den første kontraherende parts udpegede luftfartsselskab indsættes i den aftalte trafik.

Sådanne oplysninger skal omfatte alle data, der er nødvendige for beregning af den trafikmængde, som luftfartsselskabet beforder i den aftalte trafik, samt sådan trafikoprindelses- og bestemmelsessteder.

Artikel 11

Overførsel af indtægtsoverskud

Hver kontraherende part tilstår den anden kontraherende parts udpegede luftfartsselskab ret til overførsel til den officielle vekselkurs af det af dette luftfartsselskab på dens terri-

ture earned by the connection with the mail and cargo subscriptions in the territory. Whenever the paying Contracting Parties agree, this agreement, this agreement, this agreement of the provisions of

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Co.

(1) In a spirit of cooperation, the aeronautical authorities shall consult each other with a view to ensuring a satisfactory course of the present Agreement annexed thereto and necessary to provide

(2) Either Contracting Party shall consult, which or by correspondence a period of sixty (60) days, request, unless both parties request, to an extension of time

Settler.

(1) If any dispute arises between Contracting Parties or upon application of a Contracting Party, each party shall endeavour to settle the dispute

(2) If the Contracting Parties fail to settle the dispute by negotiation, one of the Contracting Parties may refer the dispute to one or more arbitrators, one of whom shall be appointed by the two so Contracting Parties within a period of thirty (30) days from the date of receipt of the request from the other Contracting Parties, or by such a tribunal as may be appointed within

ture earned by the airline in its territory in connection with the carriage of passengers, mail and cargo subject to prevailing regulations in the territory of each Contracting Party. Whenever the payments system between the Contracting Parties is governed by a special agreement, this agreement shall apply in place of the provisions of this Article.

torium indtjente overskud i forbindelse med befordringen af passagerer, post og fragt, under iagttagelse af de gældende bestemmelser på hver kontraherende parts territorium. Såfremt betalingssystemet mellem de kontraherende parter er underkastet en særlig aftale, skal en sådan aftale finde anvendelse i stedet for denne artikels bestemmelser.

Article 12

Consultations

(1) In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with the provisions of the present Agreement and the Schedules annexed thereto and shall also consult when necessary to provide for modification thereof.

(2) Either Contracting Party may request consultation, which may be through discussion or by correspondence and shall begin within a period of sixty (60) days of the date of the request, unless both Contracting Parties agree to an extension of this period.

Article 13

Settlement of Disputes

(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.

(2) If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body; if they do not so agree, the dispute shall 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 by such a tribunal and the third arbitrator shall be appointed within a further period of sixty

Artikel 12

Konsultationer

1) I det nære samarbejdes ånd skal de kontraherende parter luftfartsmyndigheder periodisk rådføre sig med hinanden med henblik på at sikre, at bestemmelserne i nærværende overenskomst og de dertil knyttede rutelister gennemføres og overholdes på tilfredsstillende måde, og de skal endvidere om nødvendigt rådføre sig med hinanden med henblik på ændring heraf.

2) Hver kontraherende part kan anmode om konsultation, som kan foregå mundtligt eller skriftligt og skal påbegyndes inden for et tidsrum af tres (60) dage fra anmodningens dato, medmindre begge kontraherende parter bliver enige om en forlængelse af denne tidsfrist.

Artikel 13

Afgørelse af tvister

1) Såfremt der mellem de kontraherende parter opstår nogen tvist angående fortolkningen eller anvendelsen af nærværende overenskomst, skal de kontraherende parter først søge at bilægge den ved forhandling.

2) Dersom det ikke lykkes de kontraherende parter at opnå en løsning ad forhandlingens vej, kan de aftale at henvise tvisten til afgørelse af en person eller institution; såfremt de ikke når til enighed herom, skal tvisten på en kontraherende parts anmodning indbringes for en voldgiftsdomstol, bestående af tre voldgiftsmænd, hvoraf én udpeges af hver kontraherende part, og den tredje vælges af de to således udpegede. Hver af de kontraherende parter skal udpege en voldgiftsmand inden for et tidsrum af tres (60) dage fra datoen for den ene kontraherende parts modtagelse af en af den anden part ad diplomatisk vej fremsendt anmodning om tvistens afgørelse ved en sådan voldgiftsdomstol, og den tredje voldgiftsmand

(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 each case, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.

(3) The Contracting Parties shall comply with any decision given under paragraph (2) of this Article.

(4) Each Contracting Party will be responsible for the cost of its designated arbitrator and subsidiary staff provided and both Contracting Parties shall share equally all such further expenses involved in the activities of the tribunal including those of the President.

(5) If, and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a decision given under this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline.

Article 14

Effect of Multilateral Agreements

The present Agreement and its Annex shall be amended so as to conform with any multilateral treaties which may become binding on both Contracting Parties.

Article 15

Registration of Agreement with ICAO

The present Agreement, its Annex, any amendments to either the Agreement or Annex and any exchange of Notes relating to either the Agreement or its Annex shall be registered with the International Civil Aviation Organization.

skal udpeges inden for et yderligere tidsrum af tres (60) dage. Såfremt en af de kontraherende parter undlader at udpege en voldgiftsmand inden for det angivne tidsrum, eller såfremt den tredje voldgiftsmand ikke udpeges inden for det angivne tidsrum, kan formanden for Organisationen for international civil Luftfart's råd af hver af de kontraherende parter anmodes om at udpege en eller flere voldgiftsmænd efter behov. I hvert tilfælde skal den tredje voldgiftsmand være statsborger i en tredjestat og fungere som formand for voldgiftsdomstolen.

3) De kontraherende parter skal rette sig efter enhver afgørelse, som træffes i henhold til denne artikels stk. 2.

4) Hver kontraherende part hæfter for omkostningerne i forbindelse med sin udpegede voldgiftsmand og det til rådighed stillede hjælpepersonale, og begge kontraherende parter skal ligeligt dele alle sådanne yderligere udgifter, der er forbundet med voldgiftsdomstolens, herunder formandens, virksomhed.

5) Såfremt og så længe en kontraherende part eller et af en kontraherende part udpeget luftfartsselskab undlader at rette sig efter en afgørelse, som træffes i henhold til denne artikel, kan den anden kontraherende part begrænse, tilbageholde eller tilbagekalde alle retigheder eller privilegier, som den i henhold til nærværende overenskomst har tilstået den kontraherende part, der har gjort sig skyldig i misligholdelsen, eller det udpegede luftfartsselskab.

Artikel 14

Virksomheden af multilaterale overenskomster

Nærværende overenskomst og dens tillæg skal ændres således, at de bringes i overensstemmelse med enhver multilateral traktat, som måtte blive bindende for begge kontraherende parter.

Artikel 15

Registrering af overenskomsten hos ICAO

Nærværende overenskomst, dens tillæg, enhver ændring i enten overenskomsten eller tillægget samt enhver udveksling af noter, som vedrører enten overenskomsten eller dens tillæg, skal registreres hos Organisationen for international civil Luftfart.

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 each case, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.

(1) The present Agreement shall be amended so as to conform with any multilateral treaties which may become binding on both Contracting Parties.

(2) Each Contracting Party will be responsible for the cost of its designated arbitrator and subsidiary staff provided and both Contracting Parties shall share equally all such further expenses involved in the activities of the tribunal including those of the President.

(3) The Contracting Parties shall comply with any decision given under paragraph (2) of this Article.

(4) Each Contracting Party will be responsible for the cost of its designated arbitrator and subsidiary staff provided and both Contracting Parties shall share equally all such further expenses involved in the activities of the tribunal including those of the President.

(5) If, and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a decision given under this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline.

(1) This Agreement shall be amended so as to conform with any multilateral treaties which may become binding on both Contracting Parties.

(2) If Notes are exchanged between the Contracting Parties, the present Agreement shall be amended so as to conform with any multilateral treaties which may become binding on both Contracting Parties.

Article 16

Amendments

If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, including the Schedules annexed thereto, such modification, if agreed between the Contracting Parties and if necessary after consultation in accordance with Article 12 of the present Agreement, shall come into effect when confirmed by an Exchange of Notes.

Article 17

Termination

(1) The present Agreement shall be in force for an indefinite period of time, subject to the provisions of paragraph (2) below.

(2) Either Contracting Party may at time give notice to the other Contracting Party of its decision to terminate the present Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of 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 acknowledgment of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article 18

Entry into Force

(1) This Agreement including its Annex shall be applied provisionally from the date of signature, and shall enter into force on the date of exchange of Notes between the Contracting Parties through diplomatic channels confirming that it has been approved in accordance with their constitutional procedures.

(2) If Notes are not exchanged within twelve (12) months from the date of signature, either Contracting Party may terminate the provisional application by giving twelve (12) months' notice in writing to the other Contracting Party.

Artikel 16

Ændringer

Dersom en af de kontraherende parter anser det for ønskeligt at ændre nogen bestemmelse i nærværende overenskomst, herunder de dertil knyttede rutelister, skal en sådan ændring, såfremt de kontraherende parter er blevet enige herom og om nødvendigt efter konsultation i henhold til nærværende overenskomsts artikel 12, træde i kraft, når den er blevet bekræftet ved noteveksling.

Artikel 17

Ophør

1) Nærværende overenskomst skal være gældende på ubestemt tid under forbehold af bestemmelserne nedenfor i stk. 2.

2) Hver kontraherende part kan når som helst give den anden kontraherende part meddelelse om sin beslutning om at bringe nærværende overenskomst til ophør; en sådan opsigelse skal samtidig tilstilles Organisationen for international civil Luftfart. I så fald skal overenskomsten ophøre tolv (12) måneder efter datoen for den anden kontraherende parts modtagelse af opsigelsen, medmindre opsigelsen ifølge aftale trækkes tilbage inden denne periodes udløb. Såfremt den anden kontraherende part undlader at anerkende modtagelsen, skal opsigelsen anses som modtaget fjorten (14) dage efter, at Organisationen for international civil Luftfart har modtaget den.

Artikel 18

Ikrafttræden

1) Denne overenskomst samt dens tillæg vil kunne anvendes foreløbigt fra undertegningsdatoen og træder i kraft på den dato, da der udveksles noter mellem de kontraherende parter ad diplomatisk vej, hvori bekræftes, at den er blevet godkendt i overensstemmelse med deres forfatningsmæssige praksis.

2) Såfremt noter ikke er udvekslet inden tolv (12) måneder fra undertegningsdatoen, kan hver kontraherende part bringe den foreløbige anvendelse til ophør ved at give den anden kontraherende part en skriftlig opsigelse med tolv (12) måneders varsel.

In witness whereof the undersigned, being duly authorised thereto by their respective Governments have signed the present Agreement.

Til bekræftelse heraf har undertegnede, som er behørigt bemyndiget dertil af deres respektive regeringer, underskrevet nærværende overenskomst.

Done at Lagos, this eleventh day of March 1977, in duplicate in the English language.

Udfærdiget i Lagos den ellefte dag i marts 1977 i to eksemplarer på engelsk.

Henning Halck

For the Government of the Kingdom of Denmark

Henning Halck

For Kongeriget Danmarks regering

William Osiogun

For the Federal Military Government of the Federal Republic of Nigeria

William Osiogun

For Forbundsrepublikken Nigerias forbundsmilitærregering

Routes to be the Federal Republic

Column 1

Points of Departure

Points in Nigeria

1. The designated on any of the flight

2. The designated of its services on the

ANNEX

Schedule 1

Routes to be operated by the designated airline of the Federal Military Government of the Federal Republic of Nigeria

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<i>Points of Departure</i>	<i>Intermediate Points</i>	<i>Point in Denmark</i>	<i>Points Beyond</i>
Points in Nigeria	Tripoli, Tunis, Dakar, Robertsfield, Rome, Brussels, Amsterdam, London, Frankfurt Points in France Points in Switzerland Points in Spain	Copenhagen	New York Kingston

1. The designated airline may omit any point on any of the flights on the specified routes.
2. The designated airline may terminate any of its services on the specified routes.
3. Frequency: Twice weekly in each direction.
4. Any request from the Nigerian aeronautical authorities to include additional points in the Danish territory shall be considered on its merits by the Danish Government.

TILLÆG**Ruteliste 1**

Ruter, der skal beflyves af det af Forbundsrepublikken Nigerias forbundsmilitærregering udpegede luftfartsselskab

<i>Kolonne 1</i>	<i>Kolonne 2</i>	<i>Kolonne 3</i>	<i>Kolonne 4</i>
<i>Afgangspladser</i>	<i>Mellemliggende pladser</i>	<i>Plads i Danmark</i>	<i>Pladser derudover</i>
Pladser i Nigeria	Tripoli, Tunis, Dakar, Robertsfield, Rom, Bruxelles, Amsterdam, London, Frankfurt Pladser i Frankrig Pladser i Schweiz Pladser i Spanien	København	New York Kingston

1. Det udpegede luftfartsselskab kan udelade en hvilken som helst plads på en hvilken som helst flyvning på de angivne ruter.

2. Det udpegede luftfartsselskab kan ophøre med en hvilken som helst del af sin trafik på de angivne ruter.

3. Frekvens: To gange ugentlig i hver retning.

4. Enhver anmodning fra de nigerianske luftfartsmyndigheder om at medtage flere pladser på dansk territorium vil blive overvejet af den danske regering ud fra saglige betragtninger.

Routes to be
Denmark

Column 1

Points of
Departure

Points in
Scandinavia

1. The designated
on any of the flight

2. The designated
of its services on th

3. Frequency: Twi

Schedule 2

Routes to be operated by the designated airline of the Government of the Kingdom of Denmark

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
<i>Points of Departure</i>	<i>Intermediate Points</i>	<i>Point in Nigeria</i>	<i>Points Beyond</i>
Points in Scandinavia	Points in Germany except Frankfurt. Points in Spain except Madrid. Points in Austria, Bulgaria, Czechoslovakia, Greece, Hungary, Poland, Netherlands except Amsterdam, Yugoslavia, Morocco, Tunisia. Points in Switzerland except Zürich and Geneva	Lagos	Lusaka, Libreville, Accra, Kinshasa, Luanda

1. The designated airline may omit any point on any of the flights on the specified routes.
2. The designated airline may terminate any of its services on the specified routes.
3. Frequency: Twice weekly in each direction.
4. Any request from the Danish aeronautical authorities to include additional points in the Nigerian territory shall be considered on its merits by the Nigerian Government
5. No 5th freedom rights shall be exercised between Nigeria and any of the following points in either direction by the designated airline of the Kingdom of Denmark: Accra, Kinshasa and Luanda.

Ruteliste 2

Ruter, der skal beflyves af det af Kongeriget Danmarks regering udpegede luftfartsselskab

Kolonne 1	Kolonne 2	Kolonne 3	Kolonne 4
Afgangspladser	Mellemliggende pladser	Plads i Nigeria	Pladser derudover
Pladser i Skandinavien	Pladser i Tyskland bortset fra Frankfurt. Pladser i Spanien bortset fra Madrid. Pladser i Østrig, Bulgarien, Tjekkoslaviet, Grækenland, Ungarn, Polen, Holland bortset fra Amsterdam, Jugoslavien, Marokko, Tunesien. Pladser i Schweiz bortset fra Zürich og Genève	Lagos	Lusaka, Libreville, Accra, Kinshasa, Luanda

1. Det udpegede luftfartsselskab kan udelade den hvilken som helst plads på en hvilken som helst flyvning på de angivne ruter.

2. Det udpegede luftfartsselskab kan ophøre med en hvilken som helst del af sin trafik på de angivne ruter.

3. Frekvens: To gange ugentlig i hver retning.

4. Enhver anmodning fra de danske luftfartsmyndigheder om at medtage flere pladser på nigeriansk territorium vil blive overvejet af den nigerianske regering ud fra saglige betragtninger.

5. Ingen 5. frihedsrettigheder må udøves mellem Nigeria og nogen af følgende pladser i nogen retning af det af Kongeriget Danmark udpegede luftfartsselskab: Accra, Kinshasa og Luanda.

Your Excellency:

With reference to the agreement between the Government of Denmark and the Government of the Federal Republic of Nigeria signed today, I have the honour to inform Your Excellency that in accordance with Article 3 of the Agreement between Denmark and the Federal Republic of Nigeria (DDL) to operate the Annex to the Agreement.

In this connection I confirm, on behalf of the Danish Government, the following understanding of the negotiations preceding the Agreement:

1. Det Danske Luftfartsselskab (Dansk Luftfartsselskab) co-operating with D.L. (Dansk Luftfartsselskab) A/S (DNL) and AB (Dansk Luftfartsselskab) under the name of Scandinavian Airlines System (SAS) may operate aircraft, crews and equipment designated under the name of the other two airlines.

2. In so far as it concerns the employment of the other two airlines, the provisions of the Agreement concerning aircraft, crews and equipment were the aircraft, crews and equipment of the other two airlines. The Danish Government and the competent Danish authorities of the Danish Air Transport Authority (D.L. Luftfartsselskab A/S) shall be responsible under the Agreement.

I avail myself of this opportunity to express my highest considerations to Your Excellency.

The Honourable
Minister for
Civil Aviation,
Professor William
Lagos.

L.T.C. 58

Lagos, 11th March, 1977.

Lagos, den 11. marts 1977.

Your Excellency:

With reference to the Air Transport Agreement between the Government of the Kingdom of Denmark and the Federal Military Government of the Federal Republic of Nigeria signed today, I have the honour to notify Your Excellency that, in accordance with Article 3 of the Agreement, the Government of Denmark designate Det Danske Luftfartselskab A/S (DDL) to operate the routes specified in the Annex to the Agreement.

In this connection I have the honour to confirm, on behalf of the Government, the following understanding reached in the course of the negotiations preceding the signature of the Agreement:

1. Det Danske Luftfartselskab A/S (DDL) co-operating with Det Norske Luftfartselskab A/S (DNL) and AB Aerotransport (ABA) under the name of Scandinavian Airlines System (SAS) may operate the routes for which it has been designated under the Agreement with aircraft, crews and equipment of either or both of the other two airlines.

2. In so far as Det Danske Luftfartselskab A/S (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 Luftfartselskab A/S (DDL) and the competent Danish authorities and Det Danske Luftfartselskab A/S (DDL) shall accept full responsibility under the Agreement therefor.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Henning Halck

The Honourable Commissioner for
Civil Aviation,
Professor William Osisiogu,
Lagos.

L.T.C. 58

Deres Excellence,

Under henvisning til den i dag undertegnede luftfartsoverenskomst mellem Kongeriget Danmarks regering og Forbundsrepublikken Nigerias forbundsmilitærregering har jeg den ære at meddele Deres Excellence, at Danmarks regering i overensstemmelse med overenskomstens artikel 3 udpeger Det Danske Luftfartselskab A/S (DDL) til at beflyve de ruter, der er angivet i tillægget til overenskomsten.

I denne forbindelse har jeg den ære på regeringens vegne at bekræfte, at der under de forhandlinger, som er gået forud for overenskomstens undertegnelse, er opnået enighed om følgende:

1. Det Danske Luftfartselskab A/S (DDL), der samarbejder med Det Norske Luftfartselskab A/S (DNL) og AB Aerotransport (ABA) under betegnelsen Scandinavian Airlines System (SAS), kan beflyve de ruter, som det i medfør af overenskomsten er blevet udpeget til, med luftfartøjer, besætninger og udstyr tilhørende det ene af de to andre luftfartsselskaber eller dem begge.

2. I det omfang Det Danske Luftfartselskab A/S (DDL) benytter luftfartøjer, besætninger og udstyr tilhørende de andre i Scandinavian Airlines System (SAS) deltagende luftfartsselskaber, skal overenskomstens bestemmelser finde anvendelse på sådanne luftfartøjer, besætninger og udstyr på samme måde som hvis de tilhørte Det Danske Luftfartselskab A/S (DDL), og de kompetente danske myndigheder og Det Danske Luftfartselskab A/S (DDL) skal påtage sig det fulde ansvar herfor i henhold til overenskomsten.

Jeg benytter denne lejlighed til over for Deres Excellence at forny forsikringerne om min mest udmærkede højagtelse.

Henning Halck

Kommissæren for civil
luftfart,
Professor William Osisiogu,
Lagos.

FEDERAL MINISTRY OF
CIVIL AVIATION

Commissioner's Office

Lagos, 11th March, 1977.

Your Excellency,

I have the honour to acknowledge receipt of your letter of even date which reads as follows:

(the text of the above letter is inserted here)

I have the honour to inform you of the concurrence of the Federal Military Government of the Federal Republic of Nigeria to the understanding mentioned in paragraph two of the foregoing.

Accept, Your Excellency, the assurance of my highest consideration.

Prof. I. U. W. Osiogun

Commissioner for Civil Aviation

His Excellency, Mr. Henning Halck,
Ambassador Extraordinary and
Plenipotentiary of Denmark in Lagos.

FORBUNDSMINISTERIET FOR
CIVIL LUFTFART

Kommissærens kontor

Lagos, den 11. marts 1977.

Deres Excellence,

Jeg har den ære at anerkende modtagelsen af Deres brev af dags dato, der lyder som følger:

(her følger teksten til foranstående brev)

Jeg har den ære at underrette Dem om Forbundsrepublikken Nigerias forbundsmilitærregerings tilslutning til den i andet afsnit i det foranstående omhandlede aftale.

Modtag, Deres Excellence, forsikringen om min mest udmærkede højagtelse.

Professor I. U. W. Osiogun

Kommissær for civil luftfart

Hans Excellence hr. Henning Halck,
Danmarks overordentlige og befuldmægtigede
ambassadør i Lagos.

Overenskomsten træder i stedet for den dansk-nigerianske luftfartsoverenskomst af 8. september 1966, jfr. udenrigsministeriets bekendtgørelse nr. 10 af 31. januar 1967, Lovtidende C. Overenskomsten trådte i medfør af artikel 18, stk. 1, i kraft den 16. november 1977.

Udenrigsministeriet, den 19. juni 1979

Henning Christophersen

Be
gyldighe
med Bangla
uddannel

Ved noteveksling i T
5. maj 1979 er der tru
gelse indtil den 31. m
den af overenskomsten
Danmark og Banglade
for så vidt angår udd
reteknologiske område
ets bekendtgørelse nr.