

N° 8367³

CHAMBRE DES DEPUTES

PROJET DE LOI

portant approbation de l'« Agreement between the Government of the Grand Duchy of Luxembourg and the Government of the Kingdom of Saudi Arabia on air services », fait à Paris, le 20 juin 2023

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RAPPORT DE LA COMMISSION DE LA MOBILITE ET DES TRAVAUX PUBLICS

(6.2.2025)

La Commission se compose de : Mme Corinne CAHEN, Présidente ; M. Gusty GRAAS, Rapporteur ; Mme Francine CLOSENER, M. Yves CRUCHTEN, Mme Claire DELCOURT, M. Emile EICHER, M. Félix EISCHEN, M. Jeff ENGELEN, M. Fernand ETGEN, M. Paul GALLES, M. Marc GOERGEN, Mme Mandy MINELLA, M. Jean-Paul SCHAAF, M. Meris SEHOVIC, M. Charles WEILER, Membres.

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I. ANTECEDENTS

Le projet de loi sous rubrique a été déposé à la Chambre des Députés le 28 mars 2024 par le Ministre des Affaires étrangères et du Commerce extérieur.

Le texte du projet de loi était accompagné d'un exposé des motifs, d'une fiche d'évaluation d'impact, d'une fiche financière, du texte de l'Accord ainsi que d'une fiche « check de durabilité ».

Le projet de loi a été avisé par le Conseil d'État en date du 11 juin 2024.

La Chambre de Commerce a rendu un avis en date du 1^{er} juillet 2024.

Lors de sa réunion du 30 janvier 2025, la Commission de la Mobilité et des Travaux publics (ci-après « la commission parlementaire ») a examiné le projet de loi ainsi que les avis précités. Au cours de la même réunion, M. Gusty Graas a été désigné comme Rapporteur.

La commission parlementaire a adopté le présent rapport au cours de sa réunion du 6 février 2025.

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II. OBJET

Le projet de loi n° 8367 vise à approuver un accord bilatéral entre le Gouvernement du Grand-Duché de Luxembourg et le Gouvernement du Royaume d'Arabie saoudite signé le 20 juin 2023 à Paris. Cet accord est la confirmation de la politique poursuivie par le Gouvernement en matière de transports aériens ayant pour objectif d'assurer les perspectives d'avenir tant des compagnies aériennes nationales en leur procurant un maximum de droits de trafic, que de l'aéroport de Luxembourg comme plateforme internationale pour le trafic de passagers et de fret.

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III. CONSIDERATIONS GENERALES

L'existence d'accords aériens bilatéraux constitue un fondement essentiel pour l'établissement de liaisons aériennes régulières. Ces accords offrent un cadre juridique indispensable permettant aux autorités aéronautiques des parties contractantes de répondre efficacement aux demandes d'exploitation soumises par les transporteurs aériens. Ce cadre facilite l'ouverture de nouvelles liaisons, qu'il s'agisse de transporteurs luxembourgeois ou étrangers.

Dans le contexte de la libéralisation européenne du transport aérien, l'Union européenne, en tant que marché unique, joue un rôle croissant. Le présent accord intègre des clauses conformes aux exigences du droit communautaire, en particulier en matière de désignation, de révocation et de contrôle des transporteurs aériens, conformément au Règlement (CE) 847/2004 du Parlement et du Conseil du 29 avril 2004. Après sa ratification, l'accord sera enregistré auprès de l'Organisation de l'Aviation Civile Internationale (OACI), garantissant ainsi son intégration dans le cadre international.

Ce texte s'inspire largement du modèle d'accord proposé par l'OACI et reprend les dispositions traditionnellement considérées comme des piliers d'un accord sur les services aériens. Il couvre notamment les aspects liés aux tarifs, aux activités commerciales ainsi qu'à la sécurité et à la sûreté de l'aviation. Ces dispositions, largement acceptées par la communauté internationale, sont complétées par des articles spécifiques répondant aux besoins particuliers des partenaires contractants. Les principaux éléments de l'accord incluent :

- les définitions terminologiques arrêtées par la Convention de Chicago, signée à Chicago le 7 décembre 1944 ;
- l'indication des droits octroyés pour l'exploitation des services, c'est-à-dire, le survol, l'escale technique, l'escale commerciale et les libertés de l'air ;
- l'inclusion de la clause dite de désignation européenne garantissant le principe selon lequel un transporteur aérien de l'Union européenne (ci-après « UE ») établi dans un État membre de l'UE a droit à un accès non discriminatoire au marché créé par les accords relatifs aux services aériens conclus entre un État membre autre que celui de son établissement principal et les pays tiers. Ainsi, ce principe issu des arrêts dits « Ciel ouvert » rendus par la Cour de Justice de l'Union européenne, permet à un transporteur aérien d'être désigné par un État membre alors même que cet État membre n'est pas celui qui octroie sa licence d'exploitation ;
- la stipulation permettant la limitation voire le retrait d'une autorisation dans le cas où le transporteur ne se conforme pas aux termes de l'accord, ni aux lois et règlements de la partie contractante ayant délivré l'autorisation ;
- l'exonération, sous certaines conditions, de tous droits de douane, frais d'inspection et autres droits et taxes similaires des avions utilisés, y compris les équipements normaux, le carburant, les pièces de rechange, les provisions de bord etc. ;
- les principes déterminant la capacité mise en œuvre (donc la charge payante disponible) et son adaptation à la demande de trafic ;
- la procédure d'établissement des tarifs ;
- l'application des lois et règlements internes ;
- l'engagement des parties contractantes de faire respecter les Conventions internationales existantes en matière de sûreté de l'aviation civile ;
- le transfert des excédents de recettes réalisés sur le territoire de l'autre partie contractante;
- le principe de la consultation périodique entre les autorités aéronautiques ;
- la procédure de règlement des différends ;
- l'engagement d'adapter l'accord à toute convention multilatérale ultérieure, liant les parties en matière aéronautique ;
- l'égalité des chances des opérateurs aériens désignés ainsi que la sauvegarde de leurs intérêts mutuels.

L'accord prévoit également des mécanismes d'amendement ou de dénonciation, ainsi que la production de statistiques sur le trafic aérien et des garanties de non-discrimination dans l'application des taxes aéroportuaires. Une annexe détaille les itinéraires prévus entre le Luxembourg et des destinations en Arabie saoudite, avec des possibilités d'escales intermédiaires ou au-delà dans des pays tiers. Les

points d'escale spécifiques seront définis ultérieurement, en fonction des besoins des compagnies aériennes.

Enfin, l'accord a été soumis aux procédures de notification européenne via la plateforme sécurisée CIRCABC. Ces notifications, couvrant l'ouverture et la clôture des négociations, garantissent une transparence et une conformité totale avec les règles communautaires.

L'accord entre le Luxembourg et le Royaume d'Arabie saoudite, signé à Paris le 20 juin 2023, revêt une importance stratégique pour le développement des échanges bilatéraux. Il s'appuie sur l'accord aérien de 2011 et la coopération solide établie depuis 2005 entre Cargolux et les autorités saoudiennes. Le nouvel accord consolidera davantage les relations commerciales et renforcera le rôle du Luxembourg dans le secteur logistique.

Cet accord permettra notamment à Cargolux d'établir une escale clé dans la région du Golfe pour ses vols à destination de l'Asie de l'Est. Avec des vols réguliers vers Dammam depuis 2005 et Riyad depuis 2008, la demande pour les services de Cargolux en Arabie saoudite continue de croître, atteignant 22 000 tonnes de marchandises transportées en 2022. Cette dynamique s'inscrit dans l'initiative « Vision 2030 » du Royaume, qui vise à augmenter la capacité de fret aérien à 4,5 millions de tonnes d'ici 2030, contre 800 000 tonnes en 2021.

L'Arabie saoudite, avec son économie en pleine diversification, joue un rôle central dans la région du Golfe. Ce partenariat offre au Luxembourg une opportunité stratégique de renforcer sa présence dans une région économiquement dynamique et de développer de nouvelles routes vers l'Asie du Sud et de l'Est. Par ailleurs, les contraintes liées à la fermeture des espaces aériens russe et iranien renforcent l'importance de ce partenariat pour les opérateurs luxembourgeois.

En facilitant la mobilité des biens et des personnes, cet accord constituera un levier important pour développer le commerce entre le Luxembourg et l'Arabie saoudite, ainsi qu'avec d'autres marchés asiatiques.

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IV. AVIS

Avis du Conseil d'Etat

Dans son avis du 11 juin 2024, le Conseil d'État n'a pas formulé d'observations quant au fond du texte du projet de loi. Toutefois, il a attiré l'attention sur certaines dispositions spécifiques de l'accord soumis à l'approbation du législateur.

L'article 20, paragraphe 1^{er}, de l'accord prévoit que toute modification de l'accord principal doit être effectuée après un échange de notes diplomatiques. Conformément à l'article 46, alinéa 1^{er}, de la Constitution, une telle modification devra être approuvée par une loi.

En ce qui concerne les modifications de l'annexe 1, l'accord instaure une procédure distincte. Ces modifications peuvent être effectuées directement par les autorités aéronautiques des parties contractantes, sans nécessiter l'approbation parlementaire. L'annexe 1 étant limitée aux tableaux des routes à exploiter par les compagnies aériennes désignées, le Conseil d'État estime que cette clause est suffisamment encadrée pour éviter tout risque de délégation excessive de pouvoir au pouvoir exécutif.

L'article 21 de l'accord inclut une clause intitulée « *Multilateral convention* », qui prévoit la modification de l'accord et de ses annexes pour les aligner sur toute convention multilatérale contraignante pour les parties contractantes. Le Conseil d'État précise que de tels amendements doivent rester strictement limités à une mise en conformité technique. Ces modifications ne peuvent être adoptées qu'à partir du moment où la convention multilatérale engage juridiquement le Luxembourg. Si des amendements sont nécessaires avant cet engagement, ils devront être soumis à l'approbation parlementaire conformément à l'article 46 de la Constitution.

Enfin, le Conseil d'État rappelle que tous les amendements, qu'ils concernent l'accord principal ou ses annexes, doivent être publiés dans le Journal officiel du Grand-Duché de Luxembourg, garantissant ainsi la transparence et l'accès à l'information.

Avis de la Chambre de Commerce

Dans son avis du 1^{er} juillet 2024, la Chambre de Commerce soutient pleinement l'accord offrant un cadre propice au développement des échanges commerciaux avec l'Arabie saoudite. La Chambre de Commerce salue également les démarches engagées par le Gouvernement pour conclure un maximum d'accords aériens bilatéraux. Cela renforce incontestablement la position du Luxembourg comme hub aérien, autant pour les passagers que pour le fret. Ainsi, la Chambre est en mesure d'approuver le projet lui soumis pour avis.

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V. COMMENTAIRE DE L'ARTICLE UNIQUE

Cet article a pour but d'approuver l'accord bilatéral entre le Gouvernement du Grand-Duché de Luxembourg et le Gouvernement du Royaume d'Arabie saoudite signé le 20 juin 2023 à Paris.

Cet accord est la confirmation de la politique poursuivie par le Gouvernement en matière de transports aériens ayant pour objectif d'assurer les perspectives d'avenir tant des compagnies aériennes nationales en leur procurant un maximum de droits de trafic, que de l'aéroport de Luxembourg comme plate-forme internationale pour le trafic de passagers et de fret.

Cet article n'appelle pas d'observation du Conseil d'État quant au fond.

Quant à la forme, la Haute Corporation note que l'intitulé n'est pas à faire suivre d'un point final, étant donné que les intitulés ne forment pas de phrase.

La commission parlementaire décide d'en faire droit.

Le texte de l'accord relatif aux services aériens à approuver doit suivre le dispositif proprement dit et porter l'intitulé « ANNEXE ».

La commission parlementaire décide de suivre la Conseil d'État.

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Sous le bénéfice des observations qui précèdent, la Commission de la Mobilité et des Travaux publics recommande à l'unanimité à la Chambre des Députés d'adopter le projet de loi n° 8367 dans la teneur qui suit :

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VI. TEXTE PROPOSE PAR LA COMMISSION

PROJET DE LOI

portant approbation de l'« Agreement between the Government of the Grand Duchy of Luxembourg and the Government of the Kingdom of Saudi Arabia on air services », fait à Paris, le 20 juin 2023

Article unique. Est approuvé l'« Agreement between the Government of the Grand Duchy of Luxembourg and the Government of the Kingdom of Saudi Arabia on air services », fait à Paris, le 20 juin 2023.

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ANNEXE

TEXTE DE L'ACCORD

AGREEMENT

**between the Government of the Grand Duchy of Luxembourg
and the Government of the Kingdom of Saudi Arabia on air transport**

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PREAMBLE

The Government of the Grand Duchy of Luxembourg

and

the Government of the Kingdom of Saudi Arabia

(hereinafter, „the Contracting Parties“);

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago, on the 7th day of December, 1944;

Desiring to conclude an agreement for establishing air services between and beyond their respective territories;

Desiring to ensure the highest degree of safety and security in international air transport;

HAVE AGREED as follows:

Article 1

Definitions

For the purpose of this Agreement, unless the context otherwise requires the term:

- (a) the „Aeronautical Authorities“ means: in the Grand Duchy of Luxembourg, the Minister responsible for the subject of Civil Aviation and, in the case the Kingdom of Saudi Arabia, the General Authority of Civil Aviation, or, in both cases, any other authority or person empowered to perform the functions now exercised by the said authorities;
- (b) the „Agreed Services“ means scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers, cargo, baggage and mail, separately or in combination;
- (c) the „Agreement“ means this Agreement, its Annex, and any amendments thereto;
- (d) 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 Articles 90 of that Convention and any amendment of the annexes or of the Convention under Article 90 and 94 thereof so far as those Annexes and amendments have been adopted or ratified by both Contracting Parties;
- (e) the „designated airline“ means an airline which has been designated and authorized in accordance with Article 3 of this Agreement;
- (f) the „tariff“ means the prices to be paid for the carriage of passengers, cargo and baggage and the conditions under which those prices apply, including prices and conditions for agency and other ancillary services, but excluding remuneration and conditions for the carriage of mail;
- (g) „air service“, „International air service“, „airline“ and „stop for non-traffic purposes“ have the meaning respectively assigned to them in Article 96 of the Convention;
- (h) „territory“ has the meaning assigned to it in Article 2 of the Convention.

Article 2

Grant of rights

1. Each Contracting Party grants to the other Contracting Party the following rights for the conduct of international air services by the airline designated by the other Contracting Party:
 - (a) To fly, without landing, across the territory of the other Contracting Party;
 - (b) To make stops in the said territory for non-traffic purposes;
 - (c) To make stops in the said territory for the purpose of taking on and discharging, while operating the routes specified in the Annex, international traffic in passengers, cargo and mail, separately or in combination.

2. Nothing in paragraphs 1 of this Article shall be deemed to confer on a designated airline of one Contracting Party the privilege of taking on, in the territory of the other Contracting Party, passengers, cargo, baggage or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 3

Designation and authorization

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines to operate the agreed services on the specified routes and to withdraw or alter such designation.

2. On receipt of such a designation and subject to the provisions of Article 4 of this Agreement, the aeronautical authorities of the other Contracting Party shall grant without delay to the airline or airlines so designated the appropriate authorizations to operate the agreed services for which that airline has been designated.

3. Upon receipt of such authorizations the airline may begin at any time to operate the agreed services, in whole or in part, provided that the airline complies with the applicable provisions of this Agreement, in particular, that tariffs are established in accordance with the provisions of Article 10 of this Agreement.

Article 4

Revocation and limitation of authorization

1. The aeronautical authorities of the Kingdom of Saudi Arabia shall have the right to withhold the authorizations referred to in Article 3 of this Agreement with respect to an airline designated by the Grand Duchy of Luxembourg, to revoke, or suspend such authorization or impose conditions, temporarily or permanently, in case:

- (a) it is not established in the territory of the Grand Duchy of Luxembourg under the treaty establishing the European Union or does not have a valid Operating Licence in accordance with European Union law; or
- (b) effective regulatory control of the airline is not exercised or not maintained by the European Union Member State responsible for issuing its Air Operator's Certificate, or the relevant aeronautical authority is not clearly identified in the designation, or
- (c) the airline is not owned, directly or through majority ownership, or it is not effectively controlled by Member States of the European Union or the European Free Trade Association and/or by nationals of such states, or
- (d) of failure by the airline to comply with the laws and regulations of the Kingdom of Saudi Arabia; or
- (e) the airline otherwise fails to operate in accordance with the conditions prescribed under this agreement,

2. The aeronautical authorities of the Grand Duchy of Luxembourg shall have the right to withhold the authorization referred to in Article 3 of this Agreement with respect to an airline designated by the Kingdom of Saudi Arabia, to revoke or suspend such authorizations or impose conditions, temporarily or permanently, in case:

- (a) it is not established in the territory of the Kingdom of Saudi Arabia and does not have a valid operating License delivered by the authorities of the Kingdom of Saudi Arabia, or
- (b) effective regulatory control of the airline is not exercised or maintained by the authorities of the Kingdom of Saudi Arabia; or
- (c) the airline is not owned, directly or through majority ownership, or it is not effectively controlled by nationals of the Kingdom of Saudi Arabia; or
- (d) of failure by the airline to comply with the laws and regulations of the Grand Duchy of Luxembourg; or
- (e) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

3. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above, the rights enumerated in paragraph 1 of this article shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party in conformity with Article 18 of this Agreement.

Article 5

Application of laws and regulations

1. The laws, regulation and procedures of one Contracting Party relating to the admission to, remaining in, or departure from its territory of aircraft engaged in in international air navigation or to the

operation and navigation of such aircraft shall be complied with by the airline or airlines of the other Contracting Party upon entrance into, departure from and while within the said territory.

2. The laws and regulations of one Contracting Party respecting entry, clearance, transit, immigration, passports, customs and quarantine shall be complied with by the airline or airlines of the other Contracting Party and by or on behalf of its crews, passengers, cargo and mail upon transit of, admission to, departure from and while within the territory of such a Contracting Party
3. Neither of the Contracting Parties shall give preference to its own or any other airline over an airline of the other Contracting Party engaged in similar international air services in the application of its customs, immigration, quarantine and similar regulation.
4. Passengers, baggage and cargo in direct transit through the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall be subject to no more than a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 6

Aviation safety

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aeronautical facilities and services, to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer, in the aspects mentioned in paragraph 1 of this Article, safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other contracting Party of those findings and the steps considered necessary to conform with those minimum ICAO standards, and that other Contracting Party shall take appropriate corrective action within an agreed period. Failure to take appropriate action within the agreed period shall be grounds for the application of Article 4 (Revocation and Limitation of Authorization) of this Agreement.
3. Pursuant to Article 16 of the Convention, it is agreed that any aircraft operated by or on behalf of the airline of one Contracting Party on services to or from the territory of the State of the other Contracting Party may, while within the territory of the State of the other Contracting Party, be made subject of an examination (in this Article called „ramp inspection“), without unreasonable delay. This would be an inspection by the authorized representatives of the other Contracting Party, on board and around the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the objective of this inspection will be to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment, in accordance with the established effective norms on the base of the Convention.
4. If any such ramp inspection or series of ramp inspections gives rise to:
 - a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, or
 - b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,
 the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.
5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the designated airline of a Contracting Party in accordance with paragraph (3) above is denied by

the representative of that airline, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (4) above arise and draw the conclusions referred in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorization of the airline of the other contracting Party immediately in the case the first contracting Party concludes, whether as a result of a ramp inspection, the denial of an access to a ramp as inspection or a series of ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

7. Any action by one Contracting Party in accordance with paragraphs (2) or (6) above shall be discontinued once the basis for the taking of that action ceases to exist.

Article 7

Aviation security

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offenses 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 the Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports serving International Civil Aviation, signed at Montreal on 24 February 1988 or the Convention on the Marking of Plastic Explosives for the Purpose of Detection done at Montreal on 1 March 1991 or any other Convention on aviation security to which the Contracting Parties are parties.

2. Upon request, the Contracting Parties shall provide all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, of airports and air navigation facilities, and to address any other threat to the security of civil aviation.

3. The Contracting Parties, in their mutual relations, shall act in conformity with all aviation security standards and appropriate recommended practices established by ICAO and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties. They shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions as are applicable to the Contracting Parties. Accordingly each Contracting Party shall advise the other Contracting Party of any difference between its national regulations and practices and the aviation security standards of the Annexes referred to above. Either Contracting Party may request immediate consultations with the other Contracting Party at any time to discuss any such differences which shall be held in accordance with paragraph 2 of Article 18 of this Agreement.

4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph (3) above 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 secure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities

occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof, with minimum risk to life.

6. Each Contracting Party shall take such measures, as it may find practicable, to ensure that an aircraft subject to an act of unlawful seizure or other acts of unlawful interference, which has landed in the territory of the respective State is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.

Article 8

Customs duties and other charges

1. Each Contracting Party shall on a basis of reciprocity exempt the designated airline or airlines of the other Contracting Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores (including beverages, tobacco and other products destined for sale to passengers in limited quantities during the flight) and other items intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline or airlines of such other Contracting Party operating the agreed services.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph 1 of this Article in case they are;

- (a) introduced into the territory of one Contracting Party by or on behalf of the designated airline or airlines of the other Contracting Party;
- (b) retained on board aircraft of the designated airline or airlines of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party;
- (c) taken on board aircraft of the designated airline or airlines of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services;

Whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption, provided such items are not alienated in the territory of the said Contracting Party.

3. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of the designated airline or airlines 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 the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

Article 9

Capacity

1. The designated airline or airlines of the Contracting Parties shall have a fair and equal opportunity to operate the agreed services covered by this Agreement.

2. The capacity provided by each designated airline shall be such as will enable that airline at a reasonable load factor to provide the agreed services taking full account of the requirements of through airline-operations.

3. Neither Contracting Party may unilaterally impose any restrictions on the designated airline or airlines of the other Contracting Party with respect to capacity, frequency or type of aircraft employed in connection with services over any of the routes specified in the Annex to this Agreement. In the

event that one of the Contracting Parties believes that the operation proposed or conducted by the airline of the other Contracting Party unduly affects the agreed services provided by its designated airline, it may request consultation pursuant to Article 18 of this Agreement.

Article 10

Tariffs

1. Each Contracting Party shall allow prices for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Contracting Parties shall be limited to:

- a) prevention of predatory or discriminatory prices or practices;
- b) protection of consumers from prices that are unduly high or restrictive because of the abuse of a dominant position; and
- c) protection of airlines from prices that are artificially low because of direct or indirect governmental subsidy or support.

2. Each Contracting Party may require notification to or filing with its aeronautical authorities of prices proposed to be charged to or from its territory by airlines of the other Contracting Party. Notification or filing by the airlines of both Contracting Parties may be required no more than 60 days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required.

3. Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by (a) an airline of either Contracting Party or by an airline of a third country for international air transportation between the territories of the Contracting Parties, or (b) an airline of one Contracting Party or an airline of a third country for international air transportation between the territory of the other Contracting Party and any other country, including in both cases transportation on an interline or intra-line basis.

If either Contracting Party believes that any such price is inconsistent with the considerations set forth in paragraph (1/a) of this Article, it shall request consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Contracting Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without mutual agreement, that price shall go into or continue in effect.

4. Notwithstanding paragraph (3) of this Article, each Contracting Party shall allow (a) any airline of either Contracting Party (or any airline of a third country) to meet a lower or more competitive price proposed or charged by any other airline for international air transportation between the territories of the contracting Parties, and (b) any airline of one Contracting Party to meet a lower or more competitive price proposed or charged by any other airline for international air transportation between the territory of the other Contracting Party and a third country. As used herein, the term „meet“ means the right to establish on a timely basis, using such expedited procedures as may be necessary, an identical or similar price on a direct, interline or intra-line basis, notwithstanding differences in conditions relating to routing, roundtrip requirements, connections, type of service or aircraft type; or such price through a combination of prices.

5. Notwithstanding the provisions of paragraphs 1, 2, 3 and 4 of the present article, the tariffs to be charged by the designated airline(s) of the Kingdom of Saudi Arabia for carriage wholly within the European Union shall be subject to European Union law.

Article 11

Airline representatives

1. The designated airline or airlines of one Contracting Party shall be allowed, on the basis of reciprocity, to bring into and to maintain in the territory of the other Contracting Party their representatives

and commercial, operational and technical staff as required in connection with the operation of agreed services.

2. These staff requirements may, at the option of the designated airline or airlines of one Contracting Party, be satisfied by its own personnel or by using the services of any other organization, company or airline operating in the territory of the other Contracting Party, and authorized to perform such services in the territory of that Contracting Party.

3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party, and, consistent with such laws and regulations, each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article.

Article 12

Commercial opportunities and transfer of funds

1. Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, at its discretion, through its agents. Each designated airline shall have the right to sell transportation in the currency of that territory or, to the extent permitted by national law, in freely convertible currencies of other countries, and to the same extent any person shall be free to purchase such transportation in currencies accepted for sale by that airline.

2. Each Contracting Party grants to any designated airline of the other Contracting Party the right of free transfer at the official rate of exchange of the excess of receipts over expenditure earned by that airline in its territory in connection with the carriage of passengers, mail and cargo.

Article 13

Cooperative arrangements

The designated airlines of each Contracting Party that hold the required authorisations to operate the agreed air services will be entitled to operate and/or offer the agreed services on the specified routes or in any of the sections of those routes by way of different cooperative arrangements such as code-sharing, blocked-space, joint venture or other ways of cooperation with:

- a) an airline or airlines of one Contracting Party, or
- b) an airline or airlines of the other Contracting Party, or
- c) an airlines or airlines of a third country;

provided that such carriers hold the appropriate authority to operate the routes and segments concerned.

Article 14

Intermodal cargo transport

Notwithstanding any other provision of this Agreement, airlines and indirect providers of air cargo transportation of both Contracting Parties shall be permitted, without restriction, to employ any surface transportation for air cargo to or from points in the territories of the Contracting Parties or in third countries including transport to and from all airports with customs facilities, and including, where applicable, the right to transport air cargo in bond under applicable laws and regulations. Such air cargo, whether moving by surface or by air, shall have access to airport customs and processing facilities. Airlines may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of air cargo transportation. Such intermodal cargo services may be offered at a single through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation.

Article 15

User charges

1. Fees and other charges for the use of each airport including its installations, technical and other facilities and services as well as any charges for the use of air navigation facilities, communication facilities and services shall be made in accordance with the rates and tariffs established by each Contracting Party.
2. The designated airline or lines of one Contracting Party shall not pay higher fees than those imposed on the designated airline or airlines of the other Contracting Party and/or on any other foreign airlines operating similar international services, for the use of installations and services of the other Contracting Party.

Article 16

Fuel taxation

1. Nothing in this Agreement shall prevent the Grand Duchy of Luxembourg from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated airline of the Kingdom of Saudi Arabia that operates between Luxembourg and a point of another European Union Member State.

Article 17

Statistics

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request, with such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services.

Article 18

Consultation

1. In a spirit of close co-operation, 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 this Agreement and of its Annex, and shall also consult when necessary to provide for modification thereof.
2. Either Contracting Party may request consultations, 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 19

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 by negotiation, they may agree to refer the dispute for decision to some person or body, or either Contracting Party may submit the dispute 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 arbitrators. 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 Party 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 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.

Article 20

Modification of agreement

1. If either of the Contracting Party considers it desirable to modify any provision of this Agreement, it may request consultations with the other Contracting Party. Such consultations, which may be between aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days from the date of the request unless both Contracting Parties agree to an extension of this period. Any modifications so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes.

2. Modifications of the Annex shall be made by direct agreement between the aeronautical authorities of the Contracting Parties. Such modification would be effective from the date of the approval of the aeronautical authorities.

Article 21

Multilateral convention

This Agreement and its Annexes will be amended so as to conform with any multilateral convention which may become binding on both Contracting Parties.

Article 22

Termination

Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement; such notice shall be communicated simultaneously to the International Civil Aviation Organization. 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 acknowledgement of receipt by the other Contracting Party the notice shall be deemed to have been received fourteen (14) days after receipt of the notice by the International Civil Aviation Organization.

Article 23

Registration

This Agreement and any amendments thereto shall be registered with the International Civil Aviation Organization.

Article 24

Entry into force

This Agreement shall be approved according to the constitutional requirements of each Contracting Party and shall enter into force on the date of an exchange of diplomatic notes confirming that all the

constitutional procedures required for the entry into force of this Agreement by each Contracting Party have been completed.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

DONE at Paris on 20/6/2023 AD, corresponding to 2/12/1444 AH in two original copies, in the Arabic and English languages, all texts being equally authentic and each Contracting Party retains one original in each language for implementation.

*For the Government
of the Grand Duchy of Luxembourg*
Marc UNGEHEUER
*Ambassador of the Grand Duchy of Authority
Luxembourg to France and Monaco*

*For the Government
of the Kingdom of Saudi Arabia*
Abdulaziz Bin Abdullah AlDuailej
*President of the General
of Civil Aviation*

*

ANNEX

Route schedule

1. Routes to be operated by the designated airline or airlines of Luxembourg, in both directions: Points in Luxembourg - Intermediate points - Points in Saudi Arabia - Points beyond
2. Routes to be operated by the designated airline or airlines of Saudi Arabia in both directions: Points in Saudi Arabia - Intermediate points - Points in Luxembourg - Points beyond

General notes:

1. Any intermediate and/or beyond points may be served by the designated airline or airlines from both Contracting Parties without exercising 5th freedom traffic rights.
2. The exercise of 5th freedom traffic rights may be agreed upon by the aeronautical authorities of both Contracting Parties.
3. The designated airline or airlines of each Contracting Party may on any or all flights omit calling at any of the points on the routes specified above, and may serve them in any order, provided that the agreed services on these routes begin in the Contracting Party designating the airline or airlines.

Luxembourg, le 6 février 2025

La Présidente,
Corinne CAHEN

Le Rapporteur,
Gusty GRAAS

