

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA

AND

THE GOVERNMENT OF THE GRAND DUCHY OF LUXEMBOURG

RELATING TO

CIVIL AIR TRANSPORT

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ANNEX

The Government of the People's Republic of China and the Government of the Grand Duchy of Luxembourg (hereinafter referred to as "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 facilitate the friendly contacts between the peoples of China and Luxembourg and to develop mutual relations between the two countries in the field of civil aviation by concluding an agreement for the purpose of 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:

(a) the term "aeronautical authorities" means: in the case of the People's Republic of China, the General Administration of Civil Aviation of China and, in the case of the Grand Duchy of Luxembourg, the Minister responsible for the subject of Civil Aviation or, in both cases, any other authority or person empowered to perform the functions presently exercised by the said authorities;

(b) the term "agreed services" means scheduled air services on the route(s) specified in the Annex to this Agreement for the transport of passengers, baggage, cargo and mail, separately or in combination;

(c) the term "Agreement" means this Agreement, its Annex, and any amendments made thereto in accordance with Article 17 of this Agreement;

(d) the term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944 and includes any annex adopted under Article 90 of that Convention and any amendment of the Annexes or of the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted or ratified by both Contracting Parties;

(e) the term "airline" means any air transport enterprise offering or operating international air services;

(f) the term "designated airline" means an airline which has been designated and authorized in accordance with Article 3 of this Agreement;

(g) the term "tariffs" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other ancillary or auxiliary services, but excluding prices and conditions for the carriage of mail;

(h) the term "air service" means any scheduled air service performed by aircraft for the public transport of passengers, baggage, cargo or mail;

(i) the term "international air service" means an air service which passes through the air space over the territory of more than one State;

(j) the term "stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo or mail;

(k) the term "capacity" means:

(i) in relation to an aircraft, the payload of that aircraft available on a route or section of a route;

(ii) in relation to a specific air service, the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period on a route or section of a route;

(l) the term "territory" means the land areas and territorial waters adjacent thereto and airspace thereabove under the sovereignty of that State;

(m) the term "aircraft" means civil aircraft;

(n) the term "Route Schedule" means the Route Schedule annexed to this Agreement or as amended in accordance with the provisions of Article 17 of this Agreement. The Route Schedule forms an integral part of this Agreement;

(o) the term "specified route" means the route specified in the Route Schedule.

ARTICLE 2

GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable the designated airline(s) of the other Contracting Party to establish and operate international air services on the route(s) specified in the Annex.

2. Subject to the provisions of this Agreement, the designated airline(s) of 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 along the air route(s) prescribed by the aeronautical authorities of the other Contracting Party;

(b) to make stops at the point(s) on the specified route(s) in the territory of the other Contracting Party for non-traffic purposes, subject to the approval of the aeronautical authorities of the other Contracting Party;

(c) to make stops at the point(s) on the specified route(s) in the territory of the other Contracting Party for the purpose of taking up and discharging international traffic in passengers, baggage, cargo and mail, separately or in combination originating in or destined for the first Contracting Party.

3. The right of the designated airline(s) of one Contracting Party to take on board and discharge at point(s) in the territory of the other Contracting Party international traffic to or from a third country shall be agreed upon between the aeronautical authorities of the two Contracting Parties.

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

ARTICLE 3

AIRLINE DESIGNATION AND AUTHORIZATION

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified route(s) and may withdraw or alter such designations.

2. The substantial ownership and effective control of the airline(s) designated by each Contracting Party shall remain vested in such Contracting Party or its nationals.

3. On receipt of such a designation the other Contracting Party shall, subject to the provisions of paragraphs (4) and (5) of this Article, without unreasonable delay grant to the airline(s) designated the appropriate operating authorizations.

4. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy these authorities that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by these authorities in conformity with the provisions of the Convention.

5. Each Contracting Party may refuse to grant the operating authorizations referred to in paragraph (3) of this Article, or impose such conditions as it may deem necessary on the exercise by the designated airline(s) of the rights specified in Article 2 of this Agreement, in the case where the first Contracting Party is not satisfied that the substantial ownership and effective control of the said designated airline(s) are vested in the other Contracting Party designating that airline or its nationals.

6. When an airline has been so designated and authorized by one Contracting Party it may begin to operate the agreed services from the date prescribed in such authorization, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 4

REVOCATION, SUSPENSION OF AUTHORIZATION OR IMPOSITION OF CONDITIONS

1. The aeronautical authorities of each Contracting Party shall have the right to revoke an operating authorization granted to the designated airline(s) of the other Contracting Party or suspend the exercise of the rights specified in

Article 2 of this Agreement by the said designated airline(s), or impose such conditions as it may deem necessary on the exercise of those rights

(a) in the case where it is not satisfied that the substantial ownership and effective control of the said designated airline(s) are vested in the other Contracting Party designating that airline or its nationals; or

(b) in the case of failure by the said designated airline(s) to comply with the laws or regulations referred to in Article 5 of this Agreement applied by the Contracting Party granting those rights, or

(c) if the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions prescribed in paragraph (1) of this Article is essential to prevent further infringement of laws or regulations by the said designated airline(s), such right shall be exercised only after consultation with the other Contracting Party.

ARTICLE 5

APPLICATION OF LAWS AND REGULATIONS

1. The laws, regulations and procedures of one Contracting Party relating to the admission to, remaining in, or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft above or within its territory shall be complied with by the designated airline(s) of the other Contracting Party upon entrance into, departure from and while within the said territory. Each Contracting Party shall supply the other Contracting Party with information relevant to the above mentioned laws and regulations in time.

2. The laws, regulations and procedures of one Contracting Party respecting entry, clearance, transit, immigration, passports, customs and quarantine shall be complied with by the designated airline(s) of the other Contracting Party and by its crews, passengers, baggage, cargo and mail upon admission to, transit of, 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 regulations.

4. Other relevant laws and regulations relating to aircraft and provisions in respect of civil aviation of one Contracting Party shall be applicable to the designated airline(s) of the other Contracting Party while operating the agreed services in the territory of the first Contracting Party.

5. Passengers, baggage, cargo and mail 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.

ARTICLE 6

RECOGNITION OF CERTIFICATES AND LICENCES (SAFETY)

1. Certificates of airworthiness, certificates of competency and licences, issued or validated by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the route(s) specified in the Annex provided that such certificates or licences were issued or validated pursuant to, and in conformity with, the standards established under the Convention. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its

own nationals by the other Contracting Party.

2. Each Contracting Party may request consultations concerning the safety standards maintained by the other Contracting Party relating to the aeronautical facilities, aircrew, aircraft, and operation of the designated airline(s). If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards and requirements in these areas that at least equal the minimum standards which may be established pursuant to the Convention, the other Contracting Party shall be notified of such findings and the necessity to conform with these minimum standards, and the other Contracting Party shall take appropriate corrective action. Each Contracting Party reserves the right to withhold, revoke or limit the operating authorization or technical permission of an airline or airlines designated by the other Contracting Party in the event the other Contracting Party does not take such appropriate action within a reasonable time.

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 Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971.

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

3. The Contracting Parties shall act in conformity with Standards and Recommended Practices relating to aviation security established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation to the extent that such Standards and Recommended Practices 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 operators of airport in their territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions and requirements referred to in paragraph 3 above established by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party.

Each Contracting Party shall ensure that adequate measures are 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.

6. Should one Contracting Party have problems with regard to the aviation security provisions of this Article, the aeronautical authorities of either Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party.

ARTICLE 8

PROVISION OF TECHNICAL SERVICES AND RATE OF CHARGES

1. Each Contracting Party shall designate in its territory regular airports and alternate airports to be used by the designated airline(s) of the other Contracting Party for the operation of the specified route(s) and shall provide that airline with such communications, navigational, meteorological and auxiliary services in its territory as are required for the operation of the agreed services.

2. The designated airline(s) of each Contracting Party shall be charged for the use of airports, facilities and technical services of the other Contracting Party at fair and reasonable rates prescribed by the appropriate authorities of the other Contracting Party. Such rates shall not be higher than those paid by the airlines of other States engaged in international air services for the use of similar facilities and services.

ARTICLE 9

CUSTOMS DUTIES AND TAXATION

1. When an aircraft operated on the agreed services by the designated airline(s) of one Contracting Party arrives in the territory of the other Contracting Party, the said aircraft and its regular equipment, spare parts (including engines), fuels, oil (including hydraulic fluids, lubricants) and aircraft stores (including

food, beverages and tobacco) on board such aircraft shall be exempt on the basis of reciprocity from all customs duties, taxes, inspection fees and other similar fees and charges, provided such equipment and items remain on board the aircraft up to such time as they are re-exported.

2. The following equipment and items shall also be exempt on the basis of reciprocity from all customs duties, taxes, inspection fees and other similar fees and charges, with the exception of charges corresponding to the services provided:

(a) regular equipment, spare parts (including engines), fuels, oil (including hydraulic fluids, lubricants) and aircraft stores (including food, beverages and tobacco) carried into the territory of the other Contracting Party and intended for use on aircraft operated on the agreed services by the designated airline(s), even when such equipment and items are to be used on part of the journey performed over the territory of the other Contracting Party;

(b) spare parts (including engines) introduced into the territory of the other Contracting Party for the maintenance or repair of aircraft operated on the agreed services by the designated airline(s).

3. The equipment and items referred to in paragraphs (1) and (2) of this Article may be unloaded in the territory of the other Contracting Party with the approval of the Customs authorities of the other Contracting Party. Such equipment and items shall be kept under the supervision or control of the Customs authorities of the other Contracting Party up to such time as they are re-exported, or otherwise disposed of in accordance with the customs regulations of the other Contracting Party.

4. The exemption provided for in paragraphs (1) and (2) of this Article shall also be available where a designated airline of one Contracting Party has

contracted with other airline(s), which similarly enjoy(s) such exemptions in the territory of the other Contracting Party, for the loan or transfer in the territory of the other Contracting Party of the equipment and items specified in paragraphs (1) and (2) of this Article.

5. Printed ticket stock, air waybills and publicity materials introduced by the designated airline(s) of one Contracting Party into the territory of the other Contracting Party, shall be exempt on the basis of reciprocity from all customs duties, taxes, inspection fees and other similar fees and charges.

6. Office supplies, vehicles for office use, vehicles for special use at airport, bus-type vehicles (excluding cars) for carriage of crew members and their baggage, as well as computer reservation system and communication equipment including their spare parts of the representation of the designated airline(s) of either Contracting Party shall, when introduced into the said territory of the other Contracting Party, be exempt from customs duties and other duties on importation on the basis of reciprocity provided these supplies are intended for the airline's own use and do not exceed reasonable limit.

7. Baggage, cargo and mail in direct transit shall be exempt from all customs duties, taxes, inspection fees and other similar fees and charges on the basis of reciprocity with the exception of the charges corresponding to the services provided.

8. The revenues and profit realized by the designated airline(s) of each Contracting Party within the territory of the other Contracting Party in connection with operation of the agreed services shall be exempt from all taxes.

9. The property of the designated airline(s) of each Contracting Party within the territory of the other Contracting Party shall be exempt from all taxes on the basis of reciprocity.

10. Wages, salaries and other similar remuneration received by the employees of the representation of the designated airline(s) of either Contracting Party, who are nationals of the first Contracting Party, shall be exempt from all taxes on the basis of reciprocity by the other Contracting Party.

ARTICLE 10 CAPACITY

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

2. In operating the agreed services the designated airline(s) of each Contracting Party shall take into account the interests of the designated airline(s) of the other Contracting Party so as not to affect unduly the services provided by the latter on the whole or part of the same route.

3. The agreed services supplied by the designated airline(s) of the Contracting Parties shall provide at a reasonable load factor capacity adequate to meet the traffic requirements for the carriage of passengers, baggage, cargo and mail between the territories of the Contracting Parties.

4. The right of such airline(s) to carry traffic between points on specified route(s) which are located in the territory of the other Contracting Party and points in third countries shall be exercised in accordance with the general principles that capacity shall be related to:

(a) traffic demand between the territories of both Contracting Parties;

(b) traffic demand of the area through which the agreed services pass, after taking account of local and regional air services; and

(c) the requirements of through airline operation.

5. Capacity, frequency and type of aircraft shall be agreed upon between the aeronautical authorities of the Contracting Parties.

6. The designated airline(s) of either Contracting Party may, according to traffic requirements, apply for operation of extra section on the specified route(s). The application for such flight shall be submitted to the aeronautical authorities of the other Contracting Party, at least three (3) working days before its proposed operation, and the flight can be operated only after approval has been obtained.

ARTICLE 11

TARIFFS

1. The tariffs applicable to the agreed services on the specified route(s) shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service (such as speed and standard of accommodation) and tariffs applicable to the services of other airline(s) on any section of the specified route(s).

2. The tariffs referred to in paragraph (1) of this Article shall be agreed upon between the designated airlines of both Contracting Parties, in consultation when necessary and possible with other airline(s) operating over the same route or section. The tariffs so agreed shall be submitted to their respective aeronautical authorities at least sixty (60) days prior to the proposed date of introduction of these tariffs and become effective after their approval by the aeronautical authorities of both Contracting Parties.

3. If the designated airlines of the Contracting Parties fail to agree on the tariffs, the aeronautical authorities of the Contracting Parties shall determine the tariffs through consultation.

4. If the aeronautical authorities of the Contracting Parties fail to agree on the approval of any tariff submitted to them under paragraph (2) of this Article or on the determination of any tariff under paragraph (3) of this Article, the matter shall be referred to the Contracting Parties for settlement in accordance with the provisions of Article 16 of this Agreement.

5. Pending determination of a new tariff in accordance with the provisions of this Article, the tariffs already in force shall prevail.

ARTICLE 12

AIRLINE REPRESENTATION AND PERSONNEL

1. For the operation of the agreed services on the specified route(s), the designated airline(s) of each Contracting Party shall have the right, on the reciprocal basis, to set up representation at the point(s) on the specified route(s) within the territory of the other Contracting Party.

2. The designated airline(s) 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. These personnel requirements may, at the option of the designated airline(s), be satisfied by the nationals of either Contracting Party.

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

4. 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 13

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 duly authorized sales and/or travel agents in the currency of that territory.

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

ARTICLE 14

STATISTICS

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

ARTICLE 15

CONSULTATION

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

correct 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.

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 16 SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the aeronautical authorities of the Contracting Parties shall in the first place endeavor to settle it by negotiation.

2. If the aeronautical authorities of the Contracting Parties fail to reach a settlement of the said dispute, the Contracting Parties shall settle such dispute through diplomatic channels.

ARTICLE 17 AMENDMENT AND MODIFICATION OF AGREEMENT

If either of the Contracting Parties 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 ninety (90) days from the date of receipt of the request by the other Contracting Party 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.

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 approval of the aeronautical authorities.

ARTICLE 18

MULTILATERAL CONVENTION

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

ARTICLE 19

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 between the Contracting Parties 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 20

REGISTRATION

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

ARTICLE 21
TITLES

The title of each article of this Agreement is for the purpose of reference and convenience and in no way to define, limit or describe the scope or intent of the provisions of this Agreement.

ARTICLE 22
ENTRY INTO FORCE

This Agreement shall enter into force on the date of the last notification in writing, through diplomatic channels, by either Contracting Party, that it has completed the internal legal procedures necessary for the entry into force of this Agreement.

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

DONE in Duplicate at _____ on this _____ Day
of _____ in the English, Chinese and French languages, all texts
being equally authentic. In the event of any dispute as to the interpretation
and/or the application of the Agreement, the English version shall prevail.

FOR THE
GOVERNMENT OF
THE PEOPLE'S REPUBLIC OF
CHINA

FOR THE
GOVERNMENT OF
THE GRAND DUCHY OF
LUXEMBOURG

ANNEX
ROUTE SCHEDULE

Section I

The route(s) to be operated in both directions by the designated airline(s) of the People's Republic of China:

Points in China - Intermediate points - Luxembourg - Points beyond

Notes:

1. The intermediate points, destination and points beyond shall be agreed upon between the aeronautical authorities of the two Contracting Parties.
2. The exercise of fifth freedom traffic rights shall be agreed upon between the aeronautical authorities of the two Contracting Parties.
3. The designated airline(s) of the People's Republic of China may on any or all flights omit calling at any points on the route(s) specified above, and may serve them in any order, provided that the agreed services on the route(s) begin and/or terminate in the People's Republic of China.

ROUTE SCHEDULE

Section II

The route(s) to be operated in both directions by the designated airline(s) of the Grand-Duchy of Luxembourg:

Luxembourg - Intermediate points - Points in China - Points beyond

Notes:

1. The intermediate points, destination and points beyond shall be agreed upon between the aeronautical authorities of the two Contracting Parties.
2. The exercise of fifth freedom traffic rights shall be agreed upon between the aeronautical authorities of the two Contracting Parties.
3. The designated airline(s) of the Grand-Duchy of Luxembourg may on any or all flights omit calling at any points on the route(s) specified above, and may serve them in any order, provided that the agreed services on the route(s) begin and/or terminate in Luxembourg.