



Le Premier ministre,

Vu les articles 76 et 95, alinéa 1^{er}, de la Constitution ;

Vu l'article 10 du Règlement interne du Gouvernement ;

Vu l'article 58, paragraphe 1^{er}, du Règlement de la Chambre des Députés ;

Vu l'article 1^{er}, paragraphe 1^{er}, de la loi modifiée du 16 juin 2017 sur l'organisation du Conseil d'État ;

Considérant la décision du Gouvernement en conseil du 12 juin 2026 approuvant sur proposition du Ministre des Affaires étrangères et du Commerce extérieur le projet de loi ci-après ;

Arrête :

Art. 1^{er}. Le Ministre des Affaires étrangères et du Commerce extérieur est autorisé à déposer au nom du Gouvernement à la Chambre des Députés le projet de loi portant approbation de l'« Agreement between the Government of the Grand Duchy of Luxembourg and the Government of Jamaica on air services », fait à New York, le 31 juillet 2025 et à demander l'avis y relatif au Conseil d'État.

Art. 2. La Ministre déléguée auprès du Premier ministre, chargée des Relations avec le Parlement est chargée, pour le compte du Premier ministre et du Ministre des Affaires étrangères et du Commerce extérieur de l'exécution du présent arrêté.

Luxembourg, le 17 août 2026

Le Premier ministre

Luc Frieden

Le Ministre des Affaires étrangères
et du Commerce extérieur

Xavier Bettel



Exposé des motifs

Le présent projet de loi consiste à approuver l'accord bilatéral relatif aux services aériens entre le Grand-Duché de Luxembourg et la Jamaïque, signé le 31 juillet 2025 à New York.

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.

I. Genèse de l'Accord

L'existence d'accords aériens bilatéraux constitue, aujourd'hui comme par le passé, un préalable à l'ouverture de liaisons aériennes régulières, soit par un transporteur aérien luxembourgeois, soit par un transporteur aérien de l'autre partie contractante. Ces accords constituent la base juridique indispensable pour proposer des services aériens réguliers. Ils permettent en effet aux autorités aéronautiques respectives de réagir rapidement si un ou des transporteurs aériens de part et d'autre soumettent une demande d'exploitation de services aériens.

Dans le cadre de la libéralisation européenne du transport aérien, un rôle de plus en plus important revient à l'Union européenne, considérée comme un marché aérien unique. Ainsi, l'accord aérien concerné par le présent projet de loi contient également des clauses portant sur la désignation, la révocation et le contrôle, telles qu'elles sont exigées par le droit communautaire.

L'accord qui fait l'objet du présent projet de loi a été rédigé, en partie, sur base du modèle d'accord de l'Organisation de l'Aviation Civile Internationale (ci-après « OACI ») et en tenant compte des clauses types de l'Union européenne, conformément au Règlement (CE) 847/2004 du Parlement et du Conseil du 29 avril 2004 concernant la négociation et la mise en œuvre d'accords relatifs à des services aériens entre les Etats membres et les pays tiers. Après ratification, l'accord sera enregistré auprès de l'OACI. L'Etat avec lequel cet accord a été conclu est membre de l'Organisation de l'Aviation Civile Internationale.

Quant au fond, l'accord est similaire, dans une large mesure, à d'autres accords aériens signé par le Grand-Duché de Luxembourg dans le passé. Plus précisément, l'accord couvre une série de dispositions traditionnellement jugées comme piliers d'un accord sur les services aériens, y compris les dispositions concernant les tarifs, les activités commerciales ou encore les dispositions relatives à la sécurité et à la sûreté de l'aviation. Mises à part ces dispositions

issues du modèle d'accord de l'OACI et largement acceptées par la communauté internationale de l'aviation civile, l'accord faisant l'objet du présent avant-projet de loi contient également d'autres articles, dont les caractéristiques éditoriales diffèrent d'un accord à l'autre afin de mieux répondre aux besoins nationaux particuliers exprimés par les partenaires respectifs.

II. Contenu de l'Accord

Les principaux éléments contenus dans l'accord sont les suivants :

- 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 Etat membre de l'UE a droit à un accès non discriminatoire au marché créé par les accords relatifs aux services aériens conclus entre un Etat 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 Etat membre alors même que cet Etat 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 sous objet prévoit en outre des dispositions relatives aux possibilités d'amendement ou de dénonciation à la demande d'une partie contractante, la production de statistiques sur le trafic aérien, la non-discrimination dans l'application des taxes aéroportuaires et la procédure d'entrée en vigueur.

En outre, l'accord comporte une annexe qui définit le tableau des routes classiques, entre le Luxembourg et des destinations situées sur le territoire de la Jamaïque, avec possibilité d'escales intermédiaires et/ou d'escales au-delà dans des pays tiers. Les points d'escale seront fixés ultérieurement d'un commun accord par les autorités aéronautiques concernées en fonction des besoins formulés par la ou les compagnies aériennes intéressées.

Il convient également de souligner que l'accord a fait l'objet d'une notification auprès de la Commission européenne à travers une notification dite d'ouverture des négociations (« *Notification of the opening of negotiations* ») et une notification dite de clôture/résultat des négociations (« *Notification of the outcome of negotiations* »).

La notification de l'ouverture et de clôture des négociations avec un Etat tiers est entièrement digitalisée et elle s'effectue à travers une plateforme sécurisée de la Commission européenne. La Commission européenne est notifiée par le biais d'un formulaire – le « *Notification of the opening of negotiations* ». Suite au paraphage de l'accord aérien par les autorités compétentes, la Direction de l'Aviation Civile informe la Commission européenne de la clôture et des résultats des négociations via la « *Notification of the outcome of negotiations* » et enregistre une version scannée de l'accord paraphé sur ladite plateforme afin que la Commission européenne puisse exercer son droit de regard.

III. Cadre institutionnel de l'Accord

IV. Considérations particulières

Les relations politiques entre le Luxembourg et la Jamaïque sont bonnes, même si les échanges sont relativement rares et ont surtout lieu en marge de conférences internationales ou de réunions au niveau multilatéral. Les relations économiques entre le Luxembourg et la Jamaïque demeurent globalement stables. En 2025, les exportations luxembourgeoises de services vers la Jamaïque se sont élevées à 18 millions d'euros, composées quasi exclusivement de services financiers et en recul par rapport au pic de 56 millions d'euros enregistré en 2011. Les importations de biens et services provenant de la Jamaïque en 2025 étaient négligeables. Par

ailleurs, sept obligations émises par le gouvernement de la Jamaïque sont cotées à la Bourse de Luxembourg, illustrant la présence jamaïcaine sur la Place financière. Au 1^{er} janvier 2025, dix-sept ressortissants jamaïcains résidaient au Luxembourg.

Un développement notable dans les relations bilatérales a été la signature, à New York le 31 juillet 2025, de l'Accord relatif aux services aériens entre le Luxembourg et la Jamaïque. Cet accord, d'inspiration très libérale et conforme aux standards de l'OACI, confère aux transporteurs désignés un large éventail de droits d'air pour le transport de fret. Ces dispositions offrent une flexibilité accrue pour le développement d'opérations cargo reliant la Jamaïque au Luxembourg ainsi qu'à l'Amérique du Nord et du Sud, avec la possibilité de recourir à des points intermédiaires ou d'opérer sans escale via le territoire luxembourgeois.

Le Luxembourg se félicite de la conclusion de cet accord, qui instaure un cadre juridique moderne, ouvert et non restrictif pour les activités aériennes entre les deux pays. Ce cadre permettra notamment à Cargolux, compagnie de fret luxembourgeoise, d'explorer de nouvelles opportunités commerciales et de répondre plus efficacement aux besoins de ses clients dans le domaine du fret transatlantique. Plus largement, l'accord contribue à renforcer la position du Luxembourg en tant que plateforme logistique internationale et à approfondir la connectivité économique entre le Luxembourg et la Jamaïque.



Texte du projet de loi

Projet de loi portant approbation de l'« Agreement between the Government of the Grand Duchy of Luxembourg and the Government of Jamaica on air services », fait à New York, le 31 juillet 2025.

Nous Guillaume, Grand-Duc de Luxembourg, Duc de Nassau,

Le Conseil d'État entendu ;

Vu l'adoption par la Chambre des Députés ;

Vu la décision de la Chambre des Députés du et celle du Conseil d'État du portant qu'il n'y a pas lieu à second vote ;

Avons ordonné et ordonnons :

Article unique.

Est approuvé l'Accord entre le Grand-Duché de Luxembourg et la Jamaïque relatif aux services aériens, fait à New York, le 31 juillet 2025.

Mandons et ordonnons que la présente loi soit insérée au Journal officiel du Grand-Duché de Luxembourg pour être exécutée et observée par tous ceux que la chose concerne.

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE GRAND DUCHY OF LUXEMBOURG

AND

THE GOVERNMENT OF JAMAICA

ON

AIR SERVICES

PREAMBLE

The Government of the Grand Duchy of Luxembourg and the Government of Jamaica, hereinafter referred to individually as a “Contracting Party” and collectively 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 conclude 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;

Desiring to promote an international aviation system based on competition among Airlines in the marketplace with minimum government interference and regulation;

Desiring to facilitate the expansion of international air service opportunities;

Recognising that efficient and competitive international air services enhance trade, the welfare of consumers and economic growth; and

Recognising the disparity in the stages of development and competitive strength of air carriers;

Have agreed as follows:

ARTICLE 1

Definitions

1. For the purpose of this Agreement, unless the context otherwise requires, the term(s):

(a) “aeronautical authorities” means: in the case of the Grand Duchy of Luxembourg, the Minister responsible for the subject of Civil Aviation and, in the case of Jamaica, the Minister responsible for civil aviation or the Jamaica Civil Aviation Authority or, in both cases, any other authority or person empowered to perform the functions now exercised by the said authorities;

(b) “agreed services” means scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers, cargo and mail, separately or in combination;

(c) “Agreement” means this Agreement, its Annexes, and any amendments thereto;

(d) “air services”, “international air service”, “airline” and “stop for non-traffic purposes” have the meaning respectively assigned to them in Article 96 of the Convention.

(e) “Caribbean Community (CARICOM)” means the Community of States established under Article 2 of the Revised Treaty of Chaguaramas establishing the Caribbean Community including the CARICOM Single Market and Economy and the term “Member State of the Caribbean Community” shall refer to any of the States listed in Annex II to this Agreement;

(f) “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;

(g) “designated airline” means an airline which has been designated and authorized in accordance with Article 3 of this Agreement;

(h) “specified routes” means a route specified in Annex I to this Agreement;

- (i) "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 services, but excluding remuneration and conditions for the carriage of mail;
- (j) "territory" has the meaning assigned to it in article 2 of the Convention;
- (k) "user charges" means a charge imposed on Airlines by any competent authority or permitted by that authority to be made for the provision of airport property or facilities or of air navigation facilities (including facilities for overflight), or aviation security facilities or services, or related services and facilities, for aircraft, their crews, passengers and cargo.

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 up and discharging, while operating the routes specified in the Annex I, international traffic in passengers, cargo and mail, separately or in combination.
2. Nothing in paragraph 1 of this Article shall be deemed to confer on a designated airline of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.
3. Each Contracting Party also grants the rights specified in subparagraphs (1) (a) and (b) to the other Contracting Party for airlines not designated under Article 3 (Designation and Authorisation).
4. If, because of armed conflict, political disturbances or developments, or special and unusual circumstances, a designated airline of one Contracting Party is unable to

operate an agreed service on its specified route, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of routes.

ARTICLE 3

Designation and Authorisation

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 destinations. Such designations or alterations shall be transmitted in writing to the other Contracting Party through diplomatic channels.
2. On receipt of such designation and subject to the provisions of Article 4 (Withholding, Revocation and Limitation of Authorisation) of this Agreement, the aeronautical authorities of the other Contracting Party shall grant without undue delay to the airline so designated the appropriate authorisations to operate the agreed services for which that airline has been designated.
3. Upon receipt of such authorisations, 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 12 (Tariffs) of this Agreement.

ARTICLE 4

Withholding, Revocation and Limitation of Authorisation

1. The aeronautical authorities of Jamaica shall have the right to withhold the authorisation referred to in Article 3 (Designation and Authorisation) of this Agreement with respect to an airline designated by the Grand Duchy of Luxembourg, to revoke or suspend such authorisations or impose conditions, temporarily or permanently, in case:
 - (a) it is not established in the territory of the Grand Duchy of Luxembourg under European Union treaties or does not have a valid Operating Licence in accordance with European Community law;
 - (b) effective regulatory control of the airline is not exercised or not maintained by the European Community Member State responsible for issuing its Air

Operator's Certificate, or the relevant aeronautical authority is not clearly identified in the designation;

- (c) the airline is not owned, directly or through majority ownership, or it is not effectively controlled by Member States of the European Community or the European Free Trade Association and/or by nationals of such states;
- (d) of failure by the airline to comply with the laws and regulations of Jamaica; 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 authorisation referred to in Article 3 (Designation and Authorisation) of this Agreement with respect to an airline designated by Jamaica, to revoke or suspend such authorisations or impose conditions, temporarily or permanently, in case:

- (a) the airline does not have its principal place of business in the territory of Jamaica, that Jamaica does not maintain effective regulatory control of the airline and the airline does not hold a valid Air Operator's Certificate issued by Jamaica;

(b) where (a) does not apply:

- i. the airline is not established in the territory of Jamaica and does not have a valid Air Operator's Certificate issued by a Caribbean Community Member State in accordance with the applicable law of the Caribbean Community;
- ii. effective regulatory control of the airline is not exercised and maintained by the Caribbean Community Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is not clearly identified in the designation; and
- iii. the airline is not owned, directly or through majority ownership, and it is not effectively controlled by Caribbean Community Member States and/or by their nationals;

- (c) of failure by the airline to comply with the laws and regulations of the Grand Duchy of Luxembourg; or

- (d) 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 20 (Consultation) of this Agreement.

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 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, emigration, aviation security, 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 regulations.
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, except in respect of security provisions referred to in Article 8 (Aviation Security) of this Agreement and prevention of trafficking of narcotic drugs and psychotropic substances, 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

Recognition of Certificates and Licences

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 routes 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 or landing within its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party or by a third Country.

ARTICLE 7

Aviation Safety

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrews, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of receipt of that request.

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Chicago Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and the other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of Article 4 (Revocation and Limitation of Authorisation) of this Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Chicago Convention it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the designated airline or airlines of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft 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 this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

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 Chicago 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 Chicago Convention;

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Chicago Convention, be free to conclude that the requirements under which the certificate or licence 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 Chicago Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the designated airline or airlines of one Contracting Party in accordance with paragraph (3) of this Article is denied by a representative of that airline or airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (4) of this Article arise and draw the conclusions referred to in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for 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) of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 8

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, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988 and the Convention on the Marking of Plastic Explosives for the Purpose of Detection signed at Montreal on 1 March 1991 and any other agreement governing civil aviation security binding upon both Contracting Parties form an integral part of this Agreement.

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 the safety of 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 the aviation security provisions and technical requirements established by the International Civil Aviation Organization and designated as annexes to the Convention on International Civil Aviation to the extent that such security provisions and requirements 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 state 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 required by the other Contracting Party for entry into, departure from, or while within the state territory of that other Contracting Party.

5. Each Contracting Party shall ensure that adequate measures are effectively applied within its state 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 and prompt consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

6. 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.

7. 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. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorisation and technical permissions of the airlines of that Contracting Party. When required by an emergency, a Contracting Party may take interim action prior to the expiry of fifteen (15) days.

ARTICLE 9
Customs Duties and Other Charges

(1) Aircraft operated in international air services by the designated airline or airlines of either Contracting Party shall be relieved from all customs duties, national excise taxes and similar national fees, on the following items set out below:

(a) the following items introduced by a designated airline of one Contracting Party into the territory of the other Contracting Party:

- (i) repair, maintenance and servicing equipment and component parts;
- (ii) passenger handling equipment and component parts;
- (iii) cargo-loading equipment and component parts;
- (iv) security equipment including component parts for incorporation into security equipment;
- (v) instructional material and training aids;
- (vi) Airline and operators' documents; and

(b) the following items introduced by a designated airline of one Contracting Party into the territory of the other Contracting Party or supplied to a designated airline of one Contracting Party in the territory of the other Party:

- (i) aircraft stores (including but not limited to such items as food, beverages and tobacco) whether introduced into or taken on board in the territory of the other Contracting Party;
- (ii) fuel, lubricants and consumable technical supplies;
- (iii) spare parts including engines; and

(c) computer equipment and component parts introduced by a designated airline of one Contracting Party into the territory of the other Contracting Party to assist in one or more of the following matters:

- (i) the repair, maintenance or servicing of aircraft;
- (ii) the handling of passengers at the airport or on board aircraft;
- (iii) the loading of cargo onto or the unloading of cargo from aircraft;
- (iv) the carrying out of security checks on passengers or cargo;

provided in each case that they are for use on board an aircraft or within the limits of an international airport in connection with the establishment or maintenance of an international air service by the designated airline concerned.

(2) The relief from customs duties, national excise taxes and similar national fees shall not extend to charges based on the cost of services provided to the designated airline or airlines of a Contracting Party in the territory of the other Contracting Party.

(3) Equipment and supplies referred to in paragraphs (1) and (4) of this Article may be required to be kept under the supervision or control of the appropriate authorities.

(4) The reliefs provided for by this Article shall also be available in situations where the designated airline or airlines of one Contracting Party have entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph (1) of this Article, provided such other airline or airlines similarly enjoy such reliefs from such other Contracting Party.

ARTICLE 10

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. In operating the agreed services, the designated airline or airlines of each Contracting Party shall take into account the interests of the designated airline or airlines of the other Contracting Party so as not to unduly affect the services which the latter provide on the whole or part of the same routes. Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air transport it offers, according to commercial and market-based considerations.

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 I 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 20 (Consultation) of this Agreement.

ARTICLE 11

Fair Competition

1. Each Contracting Party shall allow a fair and equal opportunity to the designated airline(s) of both Parties to compete in providing the international air transportation governed by this Agreement.
2. Each Contracting Party shall adopt all the appropriate measures within its jurisdiction to eliminate all form of discrimination or unfair competition practices with an adverse effect on the competitive position of the designated airline(s) of the other Contracting Party.
3. Neither Contracting Party shall allow its designated airline(s), in conjunction with any other airline(s) or separately, to abuse market power in a way which has or is likely or intended to have the effect of substantially lessening competition in the relevant market or excluding a competitor from a route.

ARTICLE 12

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 thirty (30) 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.

4. If either Contracting Party believes that any such price is inconsistent with the considerations set forth in paragraph 1 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 thirty (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.

5. 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.

6. Notwithstanding the provisions of paragraphs 1,2 and 3 of the present article, the tariffs to be charged by the designated airline(s) of Jamaica for carriage wholly within the European Community shall be subject to European Community law.

ARTICLE 13

Airline Representatives

1. The designated airline or airlines of one Contracting Party shall be allowed, on the basis of reciprocity, and in accordance with the laws and regulations relating to entry, residence and employment of the other Contracting Party, 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 authorisations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article.

4. The designated airline or airlines of each Contracting Party shall have the right to establish offices in the Territory of the other Contracting Party for the promotion and sale of International Air Services.

ARTICLE 14

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. Subject to the applicable laws and regulations, each designated airline may on demand, convert and remit to its country, or any other country, local revenues in excess of those sums locally disbursed in connection with the carriage of passengers, mail and cargo. Prompt conversion and remittance shall be permitted, without restriction, at the rate of exchange applicable to current transactions which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges, except those normally made by banks or other financial institutions for carrying out such conversion and remittance.

ARTICLE 15

Cooperative Arrangements

1. 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,
- b) an airline or airlines of the other Contracting Party; or
- c) an airline or airlines of a third country

provided that such carriers hold the appropriate authority and meet the requirements normally applied to such arrangements to operate the routes and segments concerned.

2. The Contracting Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to code-shared flights operating to or from their territory and that, as a minimum, passengers are informed at the point of sale, or in any case before boarding which transport providers will operate each sector of the service and also be provided with the necessary information.

3. The airlines are required to file for approval any proposed cooperative arrangement with the aeronautical authorities of both Contracting Parties before its proposed introduction.

ARTICLE 16

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 17

User Charges

1. Neither Contracting Party shall impose nor permit to be imposed by its competent charging authorities on the designated airline or airlines of the other Contracting Party user charges higher than those imposed on its own airlines operating similar international air services.
2. The designated airline or airlines 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 air services, for the use of installations and services of the other Contracting Party.
3. Each Contracting Party shall encourage consultation on user charges between their competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable, through those airlines' representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.

ARTICLE 18

Statistics

Each Contracting Party, through its aeronautical authorities, shall provide to, or shall cause its designated airlines to provide to the aeronautical authorities of the other Party, on request, periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the agreed services, including statistics showing the initial origins and final destinations of the traffic.

ARTICLE 19
Ground Handling Provisions

Subject to the laws and regulations of each Contracting Party, each designated airline shall have in the territory of the other Contracting Party, the right to perform its own ground handling ("self-handling") or, at its option, the right to select among competing suppliers that provide ground handling services in whole or in part. Where such laws and regulations limit or preclude self-handling and where there is no effective competition between suppliers that provide ground handling services, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers. For each designated airline, the right to perform self-handling shall be subject, on a non-discriminatory basis, to physical constraints resulting from limitations of airport space and considerations of safety and security.

ARTICLE 20
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 shall also consult when necessary to provide for modification thereof.
2. Either Contracting Party may request consultations and shall begin at the earliest possible date, but not later than thirty (30) days of the date of the request, unless both Contracting Parties agree to an extension of this period.

ARTICLE 21
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 Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires.

In all cases, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.

3. Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Contracting Parties including any expenses by the president of the Council of ICAO in implementing the procedures in paragraph 2 of this Article, unless the arbitrators decide otherwise.

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

ARTICLE 22

Modification of Agreement

1. 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 in accordance with Article 20 (Consultations). Any modifications so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes on the date of the latter diplomatic note, unless agreed otherwise.

2. Modifications of the Annex shall be made by direct agreement between the aeronautical authorities of the Contracting Parties. Any modifications so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes on the date of the latter diplomatic note, unless agreed otherwise.

ARTICLE 23

Multilateral Convention

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

ARTICLE 24

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 25

Registration

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

ARTICLE 26

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 the latter note, upon 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 the present Agreement.

DONE in Duplicate in New York on this 31st day of July 2025 in the English language.

FOR THE GOVERNMENT OF
THE GRAND DUCHY OF LUXEMBOURG

A stylized, handwritten signature in blue ink, consisting of a large 'O' followed by a series of loops and a long horizontal stroke.

H.E. Mr. Olivier Maes
Ambassador
Permanent Representative of Luxembourg
to the United Nations

FOR THE GOVERNMENT OF
JAMAICA

A handwritten signature in blue ink, featuring a series of overlapping loops and a long horizontal stroke.

H.E. Mr. Brian Wallace
Ambassador
Permanent Representative of Jamaica
to the United Nations

ANNEX I ROUTE ANNEX

Routes to be operated by the designated airline or airlines of Luxembourg:

Luxembourg - Intermediate points - Points in Jamaica - Points beyond

Routes to be operated by the designated airline or airlines of Jamaica:

Points in Jamaica - Intermediate points - Luxembourg - Points beyond

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. Each designated airline of either Contracting Party may, on any or all flights and at its option:
 - (1) Operate flights in either or both directions;
 - (2) Combine different flight numbers within one aircraft operation;
 - (3) Serve behind, intermediate and beyond points and points in the territories of the Parties on the routes in any combination and in any order;
 - (4) Omit stops at any point or points;
 - (5) Transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes;
 - (6) Serve points behind any point in its territory with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services;
 - (7) Make stop-overs at any point whether within or outside the territory of either Party;
 - (8) Carry transit traffic through the territory of the other Contracting Party;

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under the present Agreement; provided that, with the exception

of all cargo, the service serves a point in the territory of the Contracting Party designating the airlines.

4. The designated airline(s) of Jamaica may operate all-cargo services between Luxembourg and any point or points and the designated airline(s) of Luxembourg may operate all-cargo services between Jamaica and any point or points.
5. On any segment or segments of the routes above, any designated airline may perform international air transportation without any limitation as to change, at any point on the route, the type or number of aircraft operated; provided that, with the exception of all cargo, in the outbound direction, the transportation beyond such point is a continuation from the territory of the Contracting Party that has designated the airline and, in the inbound direction, the transportation to the territory of the Contracting Party that has designated the airline is a continuation of the transportation from beyond such point.

ANNEX II

LIST OF CARICOM MEMBER STATES REFERRED TO IN ARTICLES 3 (DESIGNATION AND AUTHORISATION) AND 4 (REVOCATION AND LIMITATION OF AUTHORISATION) OF THIS AGREEMENT

Antigua and Barbuda
Commonwealth of the Bahamas
Barbados
Belize
Commonwealth of Dominica
Grenada
Republic of Guyana
Haiti
Jamaica
St. Kitts and Nevis
St. Lucia
St. Vincent and the Grenadines
Republic of Suriname
Republic of Trinidad and Tobago

ANNEX III
NON-SCHEDULED/CHARTER OPERATIONS

1. The designated airline(s) of each Contracting Party shall, in accordance with the terms of the Route Schedule at Annex I, be entitled to perform international non-scheduled air transportation to and from any point or points in the territory of the other Contracting Party, either directly or with stop-overs en route, for one-way or round-trip carriage of any traffic to or from a point or points in the territory of the other Contracting Party. Multi-destination charters shall also be permitted. In addition, designated airline(s) of one Contracting Party may operate charters with traffic originating in or destined for the territory of the other Contracting Party.
2. Each designated airline performing air transportation under this provision shall comply with such laws, regulations and rules of the Contracting Party in whose territory the traffic originates, whether on a one-way or round-trip basis, as that Contracting Party now or hereafter specifies shall be applicable to such transportation.



Fiche financière

conformément à l'article 79 de la loi du 8 juin 1999 sur le budget, la comptabilité et la trésorerie de l'État.

A titre d'exemple :

Le projet de loi sous examen ne comporte pas de dispositions dont l'application est susceptible de grever le budget de l'Etat.



CHECK DE DURABILITÉ - NOHALTEGKEETSCHECK



La présente page interactive nécessite au minimum la version 8.1.3 d'Adobe Acrobat® Reader®. La dernière version d'Adobe Acrobat Reader pour tous systèmes (Windows®, Mac, etc.) est téléchargeable gratuitement sur le site de Adobe Systems Incorporated.

Ministre responsable :

Ministre de la Mobilité et des Travaux publics

Projet de loi ou
amendement :

Projet de loi portant approbation de l'« Agreement between the Government of the Grand Duchy of Luxembourg and the Government of Jamaica on air services », fait à New York, le 31 juillet 2025.

Le check de durabilité est un outil d'évaluation des actes législatifs par rapport à leur impact sur le développement durable. Son objectif est de donner l'occasion d'introduire des aspects relatifs au développement durable à un stade préparatoire des projets de loi. Tout en faisant avancer ce thème transversal qu'est le développement durable, il permet aussi d'assurer une plus grande cohérence politique et une meilleure qualité des textes législatifs.

1. Est-ce que le projet de loi sous rubrique a un impact sur le champ d'action (1-10) du 3^{ème} Plan national pour un développement durable (PNDD) ?
2. En cas de réponse négative, expliquez-en succinctement les raisons.
3. En cas de réponse positive sous 1., quels seront les effets positifs et/ou négatifs éventuels de cet impact ?
4. Quelles catégories de personnes seront touchées par cet impact ?
5. Quelles mesures sont envisagées afin de pouvoir atténuer les effets négatifs et comment pourront être renforcés les aspects positifs de cet impact ?

Afin de faciliter cet exercice, l'instrument du contrôle de la durabilité est accompagné par des points d'orientation – **auxquels il n'est pas besoin de réagir ou répondre mais qui servent uniquement d'orientation**, ainsi que par une documentation sur les dix champs d'actions précités.

1. Assurer une inclusion sociale et une éducation pour tous.

Points d'orientation
Documentation

☐ Oui ☒ Non

Ce projet de loi crée la base pour l'établissement de vols internationaux entre le Luxembourg et la Jamaïque. Il n'y a aucun impact direct prévisible sur le sujet en question.

2. Assurer les conditions d'une population en bonne santé.

Points d'orientation
Documentation

☐ Oui ☒ Non

Ce projet de loi crée la base pour l'établissement de vols internationaux entre le Luxembourg et la Jamaïque. Il n'y a aucun impact direct prévisible sur le sujet en question.

3. Promouvoir une consommation et une production durables.

Points d'orientation
Documentation

☐ Oui ☒ Non

Ce projet de loi crée la base pour l'établissement de vols internationaux entre le Luxembourg et la Jamaïque. Il n'y a aucun



4. Diversifier et assurer une économie inclusive et porteuse d'avenir.

Points d'orientation
Documentation

☐ Oui ☒ Non

Ce projet de loi crée la base pour l'établissement de vols internationaux entre le Luxembourg et la Jamaïque. Il n'y a aucun impact direct prévisible sur le sujet en question.

5. Planifier et coordonner l'utilisation du territoire.

Points d'orientation
Documentation

☐ Oui ☒ Non

Ce projet de loi crée la base pour l'établissement de vols internationaux entre le Luxembourg et la Jamaïque. Il n'y a aucun impact direct prévisible sur le sujet en question.

6. Assurer une mobilité durable.

Points d'orientation
Documentation

☐ Oui ☒ Non

Ce projet de loi crée la base pour l'établissement de vols internationaux entre le Luxembourg et la Jamaïque. Il n'y a aucun impact direct prévisible sur le sujet en question.

7. Arrêter la dégradation de notre environnement et respecter les capacités des ressources naturelles.

Points d'orientation
Documentation

☐ Oui ☒ Non

Ce projet de loi crée la base pour l'établissement de vols internationaux entre le Luxembourg et la Jamaïque. Il n'y a aucun impact direct prévisible sur le sujet en question.

8. Protéger le climat, s'adapter au changement climatique et assurer une énergie durable.

Points d'orientation
Documentation

☐ Oui ☒ Non

Ce projet de loi crée la base pour l'établissement de vols internationaux entre le Luxembourg et la Jamaïque. Il n'y a aucun impact direct prévisible sur le sujet en question.

9. Contribuer, sur le plan global, à l'éradication de la pauvreté et à la cohérence des politiques pour le développement durable.

Points d'orientation
Documentation

☐ Oui ☒ Non

Ce projet de loi crée la base pour l'établissement de vols internationaux entre le Luxembourg et la Jamaïque. Il n'y a aucun impact direct prévisible sur le sujet en question.

10. Garantir des finances durables.

Points d'orientation
Documentation

☐ Oui ☒ Non

Ce projet de loi crée la base pour l'établissement de vols internationaux entre le Luxembourg et la Jamaïque. Il n'y a aucun impact direct prévisible sur le sujet en question.

Cette partie du formulaire est facultative - Veuillez cocher la case correspondante



En outre, et dans une optique d'enrichir davantage l'analyse apportée par le contrôle de la durabilité, il est proposé de recourir, de manière facultative, à une évaluation de l'impact des mesures sur base d'indicateurs retenus dans le PNDD. Ces indicateurs sont suivis par le STATEC.

Continuer avec l'évaluation ? ☐ Oui ☒ Non

(1) Dans le tableau, choisissez l'évaluation : **non applicable**, ou de 1 = **pas du tout probable** à 5 = **très possible**





FICHE D'ÉVALUATION D'IMPACT MESURES LÉGISLATIVES, RÉGLEMENTAIRES ET AUTRES



La présente page interactive nécessite au minimum la version 8.1.3 d'Adobe Acrobat® Reader®. La dernière version d'Adobe Acrobat Reader pour tous systèmes (Windows®, Mac, etc.) est téléchargeable gratuitement sur le site de Adobe Systems Incorporated.

1. Coordonnées du projet

Intitulé du projet :	Projet de loi portant approbation de l'« Agreement between the Government of the Grand Duchy of Luxembourg and the Government of Jamaica on air services », fait à New York, le 31 juillet 2025.		
Ministre initiateur :	La Ministre de la Mobilité et des Travaux publics		
Auteur(s) :	Pit Bichel (DAC) Florence Könner (MAE)		
Téléphone :	24774912 / 24783690	Courriel :	pit.bichel@av.etat.lu / florence.konner@mae.etat.lu
Objectif du projet :	Le présent projet de loi vise l'adoption l'accord bilatéral relatif aux services aériens entre la Jamaïque et le Grand-Duché de Luxembourg signé le 31 juillet 2025 à New York.		
Autre(s) Ministère(s) / Organisme(s) / Commune(s) impliqué(e)(s) :	Ministère du Ministère de la Mobilité et des Travaux publics, Ministère des Affaires étrangères et européennes, de la Défense, de la Coopération et du Commerce extérieur.		
Date :	22/12/2025		

2. Objectifs à valeur constitutionnelle

Le projet contribue-t-il à la réalisation des objectifs à valeur constitutionnelle ? ☐ Oui ☒ Non

Dans l'affirmative, veuillez sélectionner les objectifs concernés et veuillez fournir une brève explication dans la case «Remarques» indiquant en quoi cet ou ces objectifs sont réalisés :

- ☐ Garantir le droit au travail et veiller à assurer l'exercice de ce droit
- ☐ Promouvoir le dialogue social
- ☐ Veiller à ce que toute personne puisse vivre dignement et dispose d'un logement approprié
- ☐ Garantir la protection de l'environnement humain et naturel en œuvrant à l'établissement d'un équilibre durable entre la conservation de la nature, en particulier sa capacité de renouvellement, ainsi que la sauvegarde de la biodiversité, et satisfaction des besoins des générations présentes et futures
- ☐ S'engager à lutter contre le dérèglement climatique et œuvrer en faveur de la neutralité climatique
- ☐ Protéger le bien-être des animaux
- ☐ Garantir l'accès à la culture et le droit à l'épanouissement culturel
- ☐ Promouvoir la protection du patrimoine culturel
- ☐ Promouvoir la liberté de la recherche scientifique dans le respect des valeurs d'une société démocratique fondée sur les droits fondamentaux et les libertés publiques



Remarques :

3. Mieux légiférer

1) Chambre(s) professionnelle(s) à saisir / saisi(e)s pour avis ¹ :

- ☐ Chambre des fonctionnaires et employés publics
- ☐ Chambre des salariés
- ☐ Chambre des métiers
- ☒ Chambre de commerce
- ☐ Chambre d'agriculture

¹ Veuillez indiquer la/les Chambre(s) professionnelle(s) saisie(s) du projet sous rubrique suite à son approbation par le Conseil de gouvernement.

2) Autre(s) partie(s) prenante(s) (organismes divers, citoyens, ...) à saisir / saisi(e)s pour avis : ☒ Oui ☐ Non

Si oui, laquelle / lesquelles :

Cargolux

Remarques / Observations :

3) En cas de transposition de directives européennes, le principe « la directive, rien que la directive » est-il respecté ? ☐ Oui ☐ Non ☒ N.a. ²

Si non, pourquoi ?

4) Destinataires du projet :

- Entreprises / Professions libérales : ☒ Oui ☐ Non
- Citoyens : ☒ Oui ☐ Non
- Administrations : ☒ Oui ☐ Non

5) Le principe « Think small first » est-il respecté ? ☐ Oui ☐ Non ☒ N.a. ²
(c.-à-d. des exemptions ou dérogations sont-elles prévues suivant la taille de l'entreprise et/ou son secteur d'activité ?)

Remarques / Observations :

6) Le projet contribue-t-il à la simplification administrative, notamment en supprimant ou en simplifiant des régimes d'autorisation et de déclaration existants, en réduisant les délais de réponse de l'administration, en réduisant la charge administrative pour les destinataires ou en améliorant la qualité des procédures ou de la réglementation ? ☐ Oui ☒ Non

Remarques / Observations :



- 7) **Le projet en question contient-il des dispositions spécifiques concernant la protection des personnes à l'égard du traitement des données à caractère personnel ?** ☐ Oui ☐ Non ☒ N.a. ²

Si oui, de quelle(s)
donnée(s) et/ou
administration(s)
s'agit-il ?

- 8) **Y a-t-il un besoin en formation du personnel de l'administration concernée ?** ☐ Oui ☐ Non ☒ N.a. ²

Si oui, lequel ?

Remarques / Observations :

² N.a. : non applicable.

4. Digitalisation et données

- 9) **Y a-t-il une nécessité d'adapter un système informatique auprès de l'État (e-Government ou application back-office)** ☐ Oui ☒ Non

Si oui, quel est le délai
pour disposer du nouveau
système ?

- 10) **Le projet tient-il compte du principe « digital by default » (priorisation de la voie numérique) ?** ☐ Oui ☒ Non

- 11) **Le projet crée-t-il une démarche administrative qui nécessite des informations ou des données à caractère personnel sur les administrés ?** ☐ Oui ☒ Non

Si oui, ces informations ou
données à caractère personnel
peuvent-elles être obtenues
auprès d'une ou plusieurs
administrations
conformément au principe
«Once only» ?

- 12) **Le projet envisage-t-il la création ou l'adaptation d'une banque de données ?** ☐ Oui ☒ Non

5. Égalité des chances (à remplir pour les projets de règlements grand-ducaux) ³

- 13) **Le projet est-il :**

- principalement centré sur l'égalité des femmes et des hommes ? ☐ Oui ☒ Non
- positif en matière d'égalité des femmes et des hommes ? ☐ Oui ☒ Non

Si oui, expliquez
de quelle manière :

- neutre en matière d'égalité des femmes et des hommes ? ☒ Oui ☐ Non

Si oui, expliquez pourquoi :



- négatif en matière d'égalité des femmes et des hommes ? ☐ Oui ☒ Non

Si oui, expliquez
de quelle manière :

14) Y a-t-il un impact financier différent sur les femmes et les hommes ? ☐ Oui ☐ Non ☒ N.a. ²

Si oui, expliquez
de quelle manière :

³ Pour les projets de loi, il convient de se référer au point 1 « Assurer une inclusion sociale et une éducation pour tous. » du Nohaltegkeetscheck.

6. Projets nécessitant une notification auprès de la Commission européenne

15) Directive « services » : Le projet introduit-il une exigence en matière d'établissement ou de prestation de services transfrontalière ? ☐ Oui ☐ Non ☒ N.a. ²

Si oui, veuillez contacter le Ministère de l'Economie en suivant les démarches suivantes :

<https://meco.gouvernement.lu/fr/domaines-activites/politique-europeenne/notifications-directive-services.html>

16) Directive « règles techniques » : Le projet introduit-il une exigence ou réglementation technique par rapport à un produit ou à un service de la société de l'information (domaine de la technologie et de l'information) ? ☐ Oui ☐ Non ☒ N.a. ²

Si oui, veuillez contacter l'ILNAS en suivant les démarches suivantes :

<https://portail-qualite.public.lu/content/dam/qualite/publications/normalisation/2017/ilnas-notification-infolyer-web.pdf>