

No. 5919

**NORWAY
and
CEYLON**

Agreement (with annex and related notes) relating to air services. Signed at Colombo, on 29 May 1959

Official text: English.

Registered by the International Civil Aviation Organization on 25 October 1961.

**NORVÈGE
et
CEYLAN**

Accord (avec annexe et notes connexes) relatif aux services aériens. Signé à Colombo, le 29 mai 1959

Texte officiel anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 25 octobre 1961.

No. 5919. AGREEMENT¹ BETWEEN THE GOVERNMENT OF NORWAY AND THE GOVERNMENT OF CEYLON RELATING TO AIR SERVICES. SIGNED AT COLOMBO, ON 29 MAY 1959

The Government of Norway and the Government of Ceylon,

Being parties to the Convention on International Civil Aviation signed at Chicago on the seventh day of December, 1944,²

Desiring to conclude an Agreement for the purpose of promoting air communications between their respective territories,

Have appointed their representatives who, duly authorized, have agreed upon the following :

Article 1

Each Contracting Party grants to the other Contracting Party the rights specified in the Annex³ to this Agreement for the purpose of establishing the air services (hereinafter referred to as the "agreed services") specified in the said Annex. The agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted.

Article 2

a) Each of the agreed services may be put into operation as soon as the Contracting Party to whom the rights specified in the Annex have been granted has designated an airline or airlines to operate the specified routes.

b) The airline or airlines thus designated by one of the Contracting Parties may be required to satisfy the competent aeronautical authorities of the other Contracting Party that they are qualified to fulfil the conditions prescribed under the laws and regulations normally applied by these authorities, in conformity with the provisions of the Convention, to the operation of commercial international airlines.

Article 3

In order to prevent discriminatory practices and to assure equality of treatment, the Contracting Parties agree that :

¹ Came into force on 29 May 1959, the date of signature, in accordance with article 18.

² See footnote 2, p. 27 of this volume.

³ See p. 178 of this volume.

a) The charges which either of the Contracting Parties may impose or permit to be imposed on the designated airline or airlines of the other Contracting Party for the use of airports and other facilities shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

b) Fuel, lubricating oils and spare parts introduced into or taken on board aircraft in the territory of one Contracting Party by or on behalf of the airlines designated by the other Contracting Party and intended solely for use by the aircraft of such designated airlines shall be accorded, with respect to customs duties, inspection fees or other charges imposed by the former Contracting Party, treatment not less favourable than that granted to national airlines engaged in similar international services or the airline of the most favoured nation.

c) Aircraft of one of the Contracting Parties used in the operation of the agreed services and supplies of fuel, lubricating oils, spare parts, normal equipment, and aircraft stores retained on board such aircraft shall be exempt, on entry or departure from the territory of the other Contracting Party, from customs duties, inspection fees or similar duties or charges, even though such supplies be used by such aircraft on flights in that territory.

d) Goods so exempted may only be unloaded with the approval of the customs authorities of the other Contracting Party. These goods which are to be re-exported, shall be kept under customs supervision until re-exportation.

Article 4

Certificates of airworthiness, certificates of competency, and licences issued or rendered valid by one Contracting Party shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services. Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of flights above its own territory, certificates of competence and licences granted to its own nationals by another State.

Article 5

a) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the designated airline or airlines of the other Contracting Party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first Party.

b) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crew or cargo of aircraft such as regula-

tions relating to entry, clearance, emigration, passports, customs and quarantine shall be complied with by, or on behalf of such passengers, crew or cargo of the aircraft of the designated airline or airlines of the other Contracting Party upon entrance into or departure from or while within the territory of the first Contracting Party.

Article 6

Each Contracting Party reserves the right to withhold or revoke the exercise of the rights specified in the Annex to this Agreement by an airline designated by the other Contracting Party if it is not satisfied that substantial ownership and effective control of such airline are vested in the other Contracting Party or its nationals, or in case of failure by the designated airline to comply with the laws and regulations of the Contracting Party over whose territory it operates as described in Article 5 hereof, or otherwise to fulfil the conditions under which the rights are granted in accordance with this Agreement.

Article 7

a) The transfer of the funds collected by the airlines designated by the Contracting Parties shall take place in conformity with the currency regulations in force in the respective countries.

b) The Contracting Parties should facilitate to the greatest possible extent the transfer of such funds.

Article 8

a) The tariffs on any agreed service 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 standards of speed and accommodation) and the tariffs of other airlines for any part of the specified route. These tariffs shall be fixed in accordance with the following provisions :

b) Agreement on the tariffs shall, wherever possible, be reached by the designated airlines concerned and shall have due regard to relevant tariffs adopted by the International Air Transport Association (IATA). The tariffs so agreed shall be subject to the approval of the aeronautical authorities of both Contracting Parties.

c) If the designated airlines concerned cannot agree on the tariffs, or if the aeronautical authorities of either Contracting Party do not approve the tariffs submitted to them, in accordance with the provisions of paragraph b) hereof, the aeronautical authorities of the Contracting Parties shall endeavour to reach agreement on the appropriate tariffs.

d) If such agreement as referred to in paragraph c) hereof cannot be reached, the dispute shall be settled in accordance with the provisions of Article 15 of this Agreement.

e) No new tariff shall come into effect if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the terms of Article 15 of this Agreement. Pending determination of the tariffs in accordance with the provisions of this Article, the tariffs already in force shall prevail.

Article 9

a) The air services made available to the travelling public shall bear a close relationship to the requirements of the public for such transport.

b) There shall be a fair and equal opportunity for the airlines of each Contracting Party to operate on any route between their respective territories covered by the Annex to this Agreement.

c) In the operation by the airlines of either Contracting Party of the agreed services, the interest of the airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same routes.

d) It is the understanding of both Contracting Parties that services provided by a designated airline under this Agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified in the Annex to this Agreement shall be applied in accordance with the general principles of orderly development to which both Contracting Parties subscribe and shall be subject to the general principle that capacity should be related :

- (i) to traffic requirements between the country of origin and the countries of ultimate destination ;
- (ii) to the requirements of through airline operation ; and
- (iii) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

Article 10

There shall be close collaboration between the aeronautical authorities of the Contracting Parties for the purpose of ensuring the observance of the principles and the implementation of the provisions of this Agreement.

Article 11

The aeronautical authorities of each Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or

other statements of traffic statistics as may be reasonably required for the purpose of reviewing the capacity provided by its agreed services.

Article 12

This Agreement shall be registered with the International Civil Organization set up by the Convention.

Article 13

If either of the Contracting Parties considers it desirable to modify any provision or provisions of this Agreement or of the Annex thereto, such modification may be made by direct agreement between the competent aeronautical authorities of the Contracting Parties. When these authorities mutually agree on new or revised conditions, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

Article 14

If a general multilateral Convention concerning air transport which is accepted by both Contracting Parties comes into force, the present agreement shall be amended so as to conform with the provisions of the said Convention.

Article 15

If the Contracting Parties fail to reach agreement on any question relating to the interpretation or application of this Agreement or of the Annex thereto, the dispute shall be referred for decision to the Council of the International Civil Aviation Organization, unless the Contracting Parties agree to settle the dispute by reference to an Arbitral Tribunal appointed by agreement between the Contracting Parties, or to some other person or body. The Contracting Parties undertake to comply with the decision rendered.

Article 16

Either Contracting Party may at any time give notice to the other if it desires to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, this Agreement shall terminate twelve months after the date of the 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 notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

Article 17

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

a) the term "the Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the 7th day of December, 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 or 94 thereof ;

b) the term "aeronautical authorities" means in the case of Norway, the Ministry of Transport and Communications, the Directorate of Civil Aviation, and in both cases any person or body authorised to perform the functions presently exercised by the above-mentioned authorities, and in the case of Ceylon, the Director of Civil Aviation and any person or body authorised to perform any functions presently exercised by the said Director of Civil Aviation or similar functions ;

c) the term "designated airline" means an airline which the aeronautical authorities of either Contracting Party shall have notified in writing to the aeronautical authorities of the other Contracting Party as an airline designated by it in accordance with Article 2 of the present Agreement to operate air services on the routes specified in such notification ;

d) the term "territory" in relation to a Contracting Party means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or trusteeship of that Contracting Party ;

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

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

Article 18

This Agreement shall enter into force on the date of signature.

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

SIGNED in duplicate at Colombo this twenty-ninth day of May, One Thousand Nine Hundred and Fifty-nine in the English language.

For the Government
of Norway :

(Signed) Hans OLAV

For the Government
of Ceylon :

(Signed) M. SENANAYEKE

ANNEX

1. Airlines designated by the Government of Norway, authorised under the present Agreement,¹ are accorded rights of transit and non-traffic stops as well as the rights to pick up and discharge international traffic in passengers, cargo and mail at airports open to international air traffic in the territory of Ceylon on the following routes :

Norway – points in Europe except Rome – points in South-East Asia in the Near and Middle-East except Cairo – points in Afghanistan and/or Pakistan and/or India – points in Ceylon and points beyond in both directions.

2. Airlines designated by the Government of Ceylon, authorised under the present Agreement, are accorded rights of transit and non-traffic stops as well as the rights to pick up and discharge international traffic in passengers, cargo and mail at airports open to international air traffic in the territory of Norway on the following routes : to be notified later.

3. Any point on the routes specified in this Annex may, at the option of the designated airline or airlines, be omitted in any or all flights.

4. a) Changes made by either Contracting Party in points on the routes described in the Annex or in any route notified thereunder, except those which change the points served by airlines of one Contracting Party in the territory of the other Contracting Party and except changes which involve the inclusion of a point specifically excluded, shall not be considered as modifications of the Annex. The Aeronautical Authorities of either Contracting Party may therefore proceed unilaterally to make such changes provided, however, that notice of any change is given without delay to the Aeronautical Authorities of the other Contracting Party.

b) Any change or changes in the time-tables of the designated airlines of each Contracting Party shall be notified to and approved by the Aeronautical Authorities of the other Contracting Party in conformity with Article 2 b of the Agreement.

RELATED NOTES

I

Colombo, 29th May, 1959

Your Excellency,

I have the honour to refer to the Air Transport Agreement¹ and the Annex² signed today between the Government of Ceylon and the Government of Norway and to state that notwithstanding the route detailed in the said Annex, I am willing to

¹ See p. 166 of this volume.

² See above.

allow the designated airline of the Government of Norway traffic rights on the sector Colombo/Rome and vice versa on a temporary permit for one year. This permit will be considered for renewal annually on the application of your Aeronautical authorities.

In the event of the designated airline of the Government of Norway being unable to exercise traffic rights so permitted on the sector Colombo/Rome and vice versa for reasons beyond its control, the Government of Ceylon agrees to accord traffic rights on the sector Colombo/Cairo and vice versa on similar terms.

It is further understood that in any case the route pattern of the designated airline of the Government of Norway shall not include both Rome and Cairo.

Accept, your Excellency, the assurances of my highest consideration.

(Signed) M. SENANAYEKE
Minister for Transport and Works
Ceylon

His Excellency Monsieur Hans Olav
Envoy Extraordinary and Minister Plenipotentiary
of Norway

II

Colombo 1, 29th May, 1959

Your Excellency,

With reference to the Agreement signed this day between the Government of Ceylon and the Government of Norway, I have the honour to notify you that, in accordance with Article 2 of the Agreement the Government of Ceylon will designate an airline or airlines at a later date to operate the routes to be specified under the provisions contained in the Annex attached to the Agreement.

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

- 1) Det Norske Luftfartselskap (DNL) cooperating with AB Aerotransport (ABA) and Det Danske Luftfartselskab (DDL) under the designation of Scandinavian Airlines System (SAS), a joint operating organization constituted in accordance with provisions of Chapter XVI of the Chicago Convention on International Civil Aviation, may operate the services assigned to it under the Agreement with aircraft, crews and equipment of either or both of the other two airlines.

- 2) In so far as Det Norske Luftfartselskap (DNL) employ aircraft, crews and equipment of the other airlines participating in the Scandinavian Airlines System (SAS), the provisions of the Agreement shall apply to such aircraft, crews and equipment of Det Norske Luftfartselskap (DNL) and the competent Norwegian authorities and Det Norske Luftfartselskap (DNL) shall accept full responsibility under the Agreement therefor.

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

(Signed) M. SENANAYEKE
Minister of Transport & Works
Ceylon

His Excellency Monsieur Hans Olav
Envoy Extraordinary and Minister Plenipotentiary
of Norway