

No. 6713

**SWEDEN
and
CEYLON**

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

Official text: English.

Registered by the International Civil Aviation Organization on 15 May 1963.

**SUÈDE
et
CEYLAN**

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

Texte officiel anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 15 mai 1963.

No. 6713. AGREEMENT¹ BETWEEN THE GOVERNMENT OF SWEDEN AND THE GOVERNMENT OF CEYLON RELATING TO AIR SERVICES. SIGNED AT COLOMBO, ON 29 MAY 1959

The Government of Sweden 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 Annex 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, upon signature, in accordance with article 18.

² See footnote 2, p. 22 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 admitting 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 admitting to or departure from its territory of passengers, crew or cargo of aircraft such as regulations relating to entry, clearance, emigration, passports, customs and quaran-

tine 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 airline 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 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