

No. 542

**NORWAY
and
PORTUGAL**

**Air Transport Agreement (with annex). Signed at Lisbon,
on 11 November 1947**

Norwegian, Portuguese and English official texts communicated by the Secretary-General of the International Civil Aviation Organization. The registration took place on 7 September 1949.

**NORVEGE
et
PORTUGAL**

**Accord relatif aux transports aériens (avec annexe). Signé
à Lisbonne, le 11 novembre 1947**

Textes officiels norvégien, portugais et anglais communiqués par le Secrétaire général de l'Organisation de l'aviation civile internationale. L'enregistrement a eu lieu le 7 septembre 1949.

No. 542. AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENTS OF NORWAY AND PORTUGAL. SIGNED AT LISBON, ON 11 NOVEMBER 1947

The Governments of Norway and Portugal considering:

that the possibilities of commercial aviation, as a means of transportation, have increased considerably;

that it seems desirable to organise, in a safe and orderly manner, the regular international air services and to develop as much as possible the international cooperation in respect of such services; and

that it is necessary to conclude an Agreement for the purpose of establishing regular air communications between and through the territories of Norway and of Portugal, have appointed representatives for this purpose who, being thereto duly authorised, have agreed as follows:

Article I

Each contracting party grants to the other contracting party the rights specified in the Annex to this Agreement for the purpose of the establishment of the air services therein described (hereinafter referred to as the "agreed services"). 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 II

1. Each of the agreed services may be put into operation as soon as the contracting party to whom the rights have been granted has designated an airline or airlines for the specified route or routes. The contracting party granting the right shall, subject to the provisions of paragraph (2) of this Article and of Article 6, be bound to grant without delay the appropriate operating permission to the airline or airlines concerned.

¹ Came into force on 11 November 1947, as from the date of signature, in accordance with article XII.

2. The airlines designated may be required to satisfy the competent aeronautical authorities of the contracting party granting the rights that they are qualified to fulfil the conditions prescribed under the laws and regulations normally applied by these authorities to the operations of commercial airlines.

Article III

1. The charges which either of the contracting parties may impose, or permit to be imposed, on the designated 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.

2. 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 similar charges imposed by the former contracting party, treatment not less favourable than that granted to national airlines engaged in international air transport or to the airline of the most-favoured nation.

3. Aircraft of the designated airlines of one contracting party operating on the agreed services and supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board such aircraft shall be exempt in 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.

Article IV

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one contracting party and still in force 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 flight above its own territory certificates of competency and licenses granted to its own nationals by the other contracting party or any other State.

Article V

1. The laws and regulations of one contracting party relating to entry into, departure from or flights over its territory of aircraft engaged in international air navigation shall apply to aircraft of the designated airlines of the other contracting party.

2. The laws and regulations of one contracting party relating to the entry into or departure from its territory of passengers, crew, or cargo of aircraft (such as regulations relating to entry, clearance, immigration, passports, customs and quarantine) shall be applicable to the passengers, crew or cargo of the aircraft of designated airlines of the other contracting party while in the territory of the first contracting party.

Article VI

Each contracting party reserves the right to withhold or revoke the rights specified in the Annex to this Agreement in any case in which it is not satisfied that principal ownership and effective control of a designated airline of the other contracting party are vested in nationals of either contracting party, or in case of failure by a designated airline to comply with its laws and regulations as referred to in Article 5, or otherwise to fulfil the conditions under which the rights are granted in accordance with this Agreement.

Article VII

This Agreement shall be registered with the International Civil Aviation Organisation set up by the Convention on International Civil Aviation signed at Chicago on the 7th December, 1944.¹

Article VIII

If either of the contracting parties considers it desirable to modify any provision or provisions of the Annex to this Agreement, such modification may be made by direct agreement between the competent aeronautical authorities of the contracting parties.

¹ United Nations, *Treaty Series*, Volume 15, page 295; Volume 26, page 420; Volume 32, page 402, and Volume 33, page 352.

Article IX

Any dispute between the contracting parties relating to the interpretation or application of this Agreement or of the Annex thereto, shall be referred for decision to the Council of the International Civil Aviation Organisation (in accordance with the provisions of Part IV, Chapter XVIII, of the Convention on International Civil Aviation signed at Chicago on the 7th December, 1944) 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 given.

Article X

If a general multilateral air Convention 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 XI

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 Organisation. If such notice is given, this Agreement shall terminate on the date specified in the notice which shall not be less than twelve 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, notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organisation.

Article XII

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

DONE at Lisbon, in duplicate, this 11th day of November 1947 in the Norwegian, Portuguese, and English languages, all three texts being equally authentic.

For the Royal Norwegian
Government:

(Signed) Alf HASSEL

For the Portuguese
Government:

(Signed) José CAEIRO DA MATTA

ANNEX

1. The airline(s) operating the air services on the routes specified in Schedule I to this Annex shall be designated by the Portuguese Government.

2. The airline(s) operating the air services on the routes specified in Schedule II to this Annex shall be designated by the Royal Norwegian Government.

3. For the purpose of operating air services on the routes specified in Schedule I the designated Portuguese airline(s) referred to in Paragraph 1 above shall be accorded in Norwegian territory rights of transit and of nontraffic stops as well as the right to pick up and discharge in international traffic passengers, cargo and mail as hereinafter provided, and the use on the said routes of aerodromes and ancillary facilities designated for international traffic.

4. For the purpose of operating air services on the routes specified in Schedule II the designated Norwegian airline(s) referred to in Paragraph 2 above shall be accorded in Portuguese territory rights of transit and of nontraffic stops as well as the right to pick up and discharge in international traffic passengers, cargo and mail as hereinafter provided, and the use on the said routes of aerodromes and ancillary facilities designated for international traffic.

5. The air transport facilities available to the travelling public shall bear a close relationship to the requirements of the public for such transport.

6. 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 this Annex.

7. In the operation by the airlines of either contracting party of the trunk services described in this Annex the interests 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.

8. It is understood by the 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 country of ultimate destination of the traffic. The right to embark or disembark on such services in international traffic passengers, cargo and mail destined for and coming from third countries at a point or points on the routes specified in this Annex shall be applied in accordance with the general principles of orderly development to which the contracting parties subscribe and shall be subject to the general principle that capacity should be related:

- a) To traffic requirements between the country of origin and the countries of destination;
- b) To the requirements of through airline operation; and
- c) To the traffic requirements of the area through which the airline passes after taking account of local and regional services.

9. As regards the application of the foregoing paragraph the Royal Norwegian Government recognises the very special nature of the air services between Portugal and Brazil, which shall be considered as having the same character as the services mentioned at the end of letter *c*) of the said paragraph.

10. The determination of rates in accordance with the following paragraph shall be made at reasonable levels, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other airlines as well as the characteristics of each service.

11. Tariffs to be charged on routes or parts of a route operated by the airlines of the contracting parties shall be agreed in the first instance between these airlines. Any tariffs so agreed shall be subject to the approval of the aeronautical authorities of the respective contracting parties. In fixing these tariffs, account shall be taken of the recommendations of the International Air Transport Association. In the event of disagreement between the airlines the contracting parties shall endeavour to reach agreement. In case such an agreement cannot be reached the procedure of Article 9 of the Agreement shall apply.

(Signed) Alf HASSEL

(Signed) J. C. DA MATTA

SCHEDULE I

PORTUGUESE ROUTES TERMINATING IN OR TRAVERSING NORWEGIAN TERRITORY

1. Lisbon—Oslo, via Bordeaux—Paris—Brussels—Amsterdam—Copenhagen, or Madrid—Barcelona—Marseilles—Geneva or Zürich—via intermediate points in Germany—Copenhagen and to points beyond, in both directions.
2. Lisbon—London—Oslo and to points beyond, in both directions.

The above-mentioned routes may be altered after agreement between the competent aeronautical authorities of both contracting parties.

(Signed) Alf HASSEL

(Signed) J. C. DA MATTA

SCHEDULE II

NORWEGIAN ROUTES TERMINATING IN OR TRAVERSING PORTUGUESE TERRITORY

1. Oslo via intermediate points—Marseilles—Barcelona—Madrid—Lisbon, in both directions.
2. Oslo via intermediate points—Paris—Bordeaux—Lisbon, in both directions.
3. Norway and/or Sweden and/or Denmark via intermediate points in the United Kingdom of Great Britain and Northern Ireland and/or France to the Azores and further to points in North America, in both directions.
4. Norway and/or Sweden and/or Denmark via intermediate points in Western Europe—Lisbon—Casablanca, if desired,—Dakar and/or Sal—Natal or Recife—to Rio de Janeiro and to points beyond, in both directions.
5. Norway and/or Sweden and/or Denmark to South Africa via Portuguese territories, in both directions, the application to be submitted later on and the conditions to be fixed at the same time by both contracting parties.

The above-mentioned routes may be altered after agreement between the competent aeronautical authorities of both contracting parties.

(Signed) Alf HASSEL

(Signed) J. C. DA MATTA
