

No. 1318

**FINLAND
and
SWEDEN**

Agreement regarding air transport (with annex and exchange of notes). Signed at Helsinki, on 26 April 1949

Official texts: Finnish and Swedish.

Registered by the International Civil Aviation Organization on 18 July 1951.



**FINLANDE
et
SUÈDE**

Accord relatif aux transports aériens (avec annexe et échange de notes). Signé à Helsinki, le 26 avril 1949

Textes officiels finnois et suédois.

Enregistré par l'Organisation de l'aviation civile internationale le 18 juillet 1951.

TRANSLATION¹ — TRADUCTION²No. 1318. AGREEMENT³ BETWEEN FINLAND AND SWEDEN REGARDING AIR TRANSPORT. SIGNED AT HELSINKI, ON 26 APRIL 1949

The Government of Finland and the Government of Sweden, having decided to conclude an agreement regarding civil air communications between Finland and Sweden, have accordingly appointed representatives authorized for this purpose, who have agreed as follows :

Article 1

The Contracting Parties grant to each other the rights specified in the attached annex, necessary for the establishment of the air routes and services therein indicated. The Contracting Party to whom the rights have been granted may at its option take up traffic on these routes immediately or at a later date.

Article 2

a) Each of the air services which one Contracting Party has granted the other the rights to establish, shall be put into operation as soon as the latter party has designated an airline or airlines to operate the route concerned. The Contracting Party granting the rights shall, subject to the stipulations of article 6 hereof, be bound to grant without delay the requested operating permission to the airline or airlines designated.

b) The contracting party granting the rights may, before giving the appropriate operating permission to the designated airline or airlines to operate the air routes indicated in this Agreement, require such airline or airlines to qualify under the laws and regulations in force by aeronautical authorities of that Contracting Party.

Article 3

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

a) The charges which either of the Contracting Parties may impose on airlines of the other Contracting Party for the use of airports and other facilities,

¹ Translation communicated by the International Civil Aviation Organization.

² Traduction transmise par l'Organisation de l'aviation civile internationale.

³ Came into force on 1 May 1949, in accordance with article 11.

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 the territory of one Contracting Party by or on behalf of an airline designated by the other Contracting Party and intended solely for use by the aircraft of that airline, shall, with respect to the imposition of Customs duties, inspection fees or other national duties or charges by the Contracting Party whose territory is entered, be accorded treatment not less favourable than that granted to national airlines or to the airlines of the most favoured nation.

c) Fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one Contracting Party authorized to operate services described in the annex shall, upon arriving in or leaving the territory of the other Contracting Party, be exempt from Customs duties, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights above the territory of the latter party.

Article 4

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services described in the annex. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency 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 into 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 applicable to aircraft of the airline or airlines designated by the other Contracting Party.

b) Passengers, crew and charterers shall comply, when acting personally or through an agent acting in their name and on their behalf, with laws and regulations which, in the territory of each of the Contracting Parties, govern the entry, sojourn and departure of passengers, crew and, correspondingly, of cargo, such as regulations relating to entry, departure, immigration, passports, Customs and quarantine.

Article 6

Each Contracting Party reserves the right to withhold or revoke the operating permission of 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 nationals of the latter Contracting Party, or in case of failure by such airline to comply as prescribed in article 5 above with the laws and regulations of the State within the territory of which it operates air services, or otherwise fails to fulfil its obligations under this Agreement.

Article 7

The present Agreement and all contracts connected therewith shall be registered with the International Civil Aviation Organization.

Article 8

In the event that either of the Contracting Parties considers it desirable to modify any of the stipulations in the annex to this Agreement, that party may request consultation between the competent aeronautical authorities of both Contracting Parties. Such consultation shall begin within sixty days from the date of request. Modifications agreed upon by these aeronautical authorities will come into effect after having been confirmed by an exchange of diplomatic notes.

If a general multilateral air transport Convention accepted by both Contracting Parties enters into force, both Contracting Parties will negotiate with the purpose of conforming the present Agreement and annex with the provisions of such convention.

Article 9

a) The Contracting Parties agree to submit any dispute relative to the interpretation or application of the present Agreement or its annex, which cannot be settled through direct negotiations, to a tribunal of arbitration or to any other person or body mutually agreed upon.

b) The Contracting Parties undertake to comply with the decision thus given.

c) Any such dispute may, if both Contracting Parties so desire, be submitted to the Council of the International Civil Aviation Organization established through the Convention on International Civil Aviation signed in Chicago on December 7, 1944.¹

¹ United Nations, *Treaty Series*, Vol. 15, p. 295; Vol. 26, p. 420; Vol. 32, p. 402; Vol. 33, p. 352; Vol. 44, p. 346, and Vol. 51, p. 336.

Article 10

Either of the Contracting Parties may notify the other of its intention to terminate the present Agreement. This Agreement shall terminate twelve months after the day when the other contracting party received the notice of termination, unless the notice is withdrawn by mutual agreement prior to the expiry of this period.

Article 11

This Agreement comes into force on the 1st of May 1949.

IN WITNESS WHEREOF, the undersigned plenipotentiaries, being duly authorized by their respective Governments, have signed the present Agreement and have affixed thereto their seals.

DONE in Helsinki in duplicate this 26th day of April 1949, in the Finnish and Swedish languages, both texts being equally authentic.

For the Government of Finland :
(Signed) Uuno TAKKI

For the Government of Sweden :
(Signed) Otto JOHANSSON

ANNEX

I

The Government of Finland grants to the Government of Sweden the right to conduct air transport services by one or more airlines designated by the Government of Sweden on the air routes specified below :

- Stockholm—Helsinki, in both directions;
- Stockholm—Helsinki and points beyond, in both directions;
- Stockholm—Turku (Åbo), in both directions;
- Stockholm—Maarianhamina (Mariehamn), in both directions;
- Sundsvall/Härnösand—Vaasa (Vasa), in both directions.

The Government of Sweden grants to the Government of Finland the right to conduct air transport services by one or more airlines designated by the Government of Finland on the air routes specified below :

- Helsinki—Stockholm, in both directions;
- Helsinki—Noorköping (Visby) and points beyond, in both directions;
- Turku (Åbo)—Stockholm, in both directions;
- Maarianhamina (Mariehamn)—Stockholm, in both directions;
- Vaasa (Vasa)—Sundsvall/Härnösand, in both directions.

II

On or more airlines designated by each of the Contracting Parties under the conditions provided in this Agreement will enjoy, in the territory of the other Contracting Party, rights of transit and of stops for non-traffic purposes, as well as the right to embark and disembark in international traffic passengers, mail and cargo at the points enumerated on each of the routes specified above.

III

The Contracting Parties agree that :

(a) The traffic capacity provided by the airlines of either Contracting Party shall bear a close relationship to the traffic demand;

(b) In the operation by the designated airlines of routes served by both Contracting Parties the interests of the other Contracting Party shall be taken into consideration so as not to affect unduly the services provided by the latter on all or part of such routes;

(c) The primary objective of the air services specified above shall be the provision of capacity adequate to the traffic demands between the country of which the airline is a national and the country of ultimate destination of the traffic;

(d) The right to embark and to disembark, on the specified points and routes, international traffic destined for and coming from third countries shall be applied in accordance with the general principles of orderly development of air transportation to which both Contracting Parties subscribe, and shall be subject to the general principle that the traffic capacity shall be related :

(1) To traffic requirements between the country of origin and the countries of destination;

(2) To the requirements of through airline operations;

(3) To the traffic requirements in the areas through which the airline passes after taking account of local and regional services.

IV

(1) The determination of rates shall be made at reasonable levels, due regard being paid particularly to cost of operation, reasonable profit and rates charged by other airlines as well as the characteristics of each service such as speed and comfort.

(2) In the determination of these rates due regard shall be paid to recommendations made by the International Air Transport Association (IATA).

(3) In the absence of such recommendations, the Finnish and Swedish airlines shall agree between them on the rates to be applied as to passengers and cargo on routes operated by both airlines after consultation, when necessary, with an airline of a third country operating the same route or part thereof.

(4) The rates so agreed upon shall be subject to the approval of the competent aeronautical authorities of the two Contracting Parties.

(5) If the designated airlines cannot agree upon the determination of rates, the aeronautical authorities of the Contracting Parties shall endeavour to find a satisfactory solution.

(6) In the last resort, the matter shall be referred to arbitration as provided in article 9 of this Agreement.

TRANSLATION¹ — TRADUCTION²

Helsinki, 26 April 1949

Monsieur le Ministre,

With reference to the Agreement between Sweden and Finland relating to Air Services which has been signed this day, I herewith have the honour to inform you that, in accordance with Art. 2 thereof, the Swedish Government designate Aktiebolaget Aero-transport (ABA) as the airline authorized to operate the air services mentioned in Part I of the Annex.

In this connection and in referring to the corresponding agreement between Finland on the one hand and Denmark and Norway respectively on the other, I have the honour to confirm, on behalf of the Swedish Government, that, in the course of the negotiations preceding the signing of the Agreement, agreement has been reached regarding the following :

1. Aktiebolaget Aero-transport (ABA) shall be authorized to exercise the rights granted to them under this Agreement as partners in the Scandinavian Airlines System (SAS). The latter is a joint operating organization whose partners, besides ABA, are Det Danske Luftfartsselskab (DDL) and Det Norske Luftfartsselskap (DNL) and which has been established in accordance with the provisions of Chapter XVI of the Convention on International Civil Aviation. ABA shall consequently be authorized in a manner further to be defined by the

TRADUCTION — TRANSLATION

Helsinki, le 26 avril 1949

Monsieur le Ministre,

Me référant à l'Accord relatif aux transports aériens conclu ce jour entre la Suède et la Finlande, j'ai l'honneur de porter à votre connaissance que le Gouvernement suédois, conformément aux dispositions de l'article 2 de cet Accord, a désigné la compagnie Aktiebolaget Aero-transport (ABA) pour exploiter les services aériens indiqués dans la section I de l'annexe.

A ce propos, et me référant aux accords analogues conclus par la Finlande avec le Danemark et la Norvège, respectivement, j'ai l'honneur de confirmer, au nom du Gouvernement suédois, qu'au cours des négociations qui ont précédé la signature de l'Accord, il a été convenu de ce qui suit :

1. La compagnie Aktiebolaget Aero-transport (ABA) pourra exercer les droits que lui confère l'Accord en sa qualité de membre du Scandinavian Airlines System (SAS). Ce dernier est une organisation d'exploitation en commun qui comprend, outre l'ABA, les compagnies Det Danske Luftfartsselskab (DDL) et Det Norske Luftfartsselskap (DNL), et qui a été constituée conformément aux dispositions du chapitre XVI de la Convention relative à l'aviation civile internationale. En conséquence, l'ABA pourra, dans les conditions que préciseront les

¹ Translation communicated by the International Civil Aviation Organization.

² Traduction transmise par l'Organisation de l'aviation civile internationale.

competent civil aviation authority to operate the air services established by the Agreement on Air Services by making use of aircraft, crews and equipment belonging to either DDL or DNL or to both these airlines jointly.

2. Inasfar as ABA make use of aircraft, crews and equipment belonging to the other partners in the SAS, the provisions of the Agreement relating to Air Services shall be applied to such aircraft, crews and equipment in the same way as if they were the property of ABA, and the relevant Swedish authorities or respectively ABA assume full responsibility in this respect as regards the provisions of the Agreement.

Accept, Monsieur le Ministre, the assurances of my highest consideration.

(Signed) O. JOHANSSON

Monsieur Uno Takki
Acting Minister for Foreign Affairs

Helsinki

autorités aéronautiques compétentes, exploiter les services aériens établis en vertu de l'Accord relatif aux transports aériens en utilisant des aéronefs, des équipages et du matériel appartenant soit à la DDL, soit à la DNL, soit à ces deux compagnies.

2. Dans la mesure où l'ABA utilisera des aéronefs, des équipages ou du matériel appartenant aux autres entreprises qui font partie du SAS, les dispositions de l'Accord relatif aux transports aériens s'appliqueront auxdits aéronefs, équipages et matériel au même titre que s'ils appartenaient à l'ABA; les autorités suédoises compétentes et l'ABA en assumeront l'entière responsabilité aux fins de l'Accord.

Veillez agréer, Monsieur le Ministre, les assurances de ma très haute considération.

(Signé) O. JOHANSSON

Monsieur Uno Takki
Ministre des affaires étrangères
par intérim
Helsinki

TRANSLATION¹ — TRADUCTION²

TRADUCTION — TRANSLATION

MINISTRY FOR FOREIGN AFFAIRS

MINISTÈRE DES AFFAIRES ÉTRANGÈRES

Helsinki, April 26th, 1949

Helsinki, le 26 avril 1949

Monsieur le Ministre,

Monsieur le Ministre,

With reference to the Agreement between Finland and Sweden relating to Air Services which has been signed this day, I herewith have the honour to inform you that, in accordance with Art. 2 thereof, the Finnish Government designate Aero Osakeyhtiö (Aero) as the airline authorized to operate the air services mentioned in Part I of the Annex.

Me référant à l'Accord relatif aux transports aériens conclu ce jour entre la Finlande et la Suède, j'ai l'honneur de porter à votre connaissance que le Gouvernement finlandais, conformément aux dispositions de l'article 2 de cet Accord, a désigné la compagnie Aero Osakeyhtiö (Aero) pour exploiter les services aériens énumérés dans la section I de l'annexe.

In this connection and in referring to the corresponding agreement between Finland on the one hand and Denmark and Norway respectively on the other, I have the honour to confirm, on behalf of the Finnish Government, that, in the course of the negotiations preceding the signing of the Agreement, agreement has been reached regarding the following :

A ce propos, et me référant aux accords analogues conclus par la Finlande avec le Danemark et la Norvège, respectivement, j'ai l'honneur de confirmer, au nom du Gouvernement finlandais, qu'au cours des négociations qui ont abouti à la signature de l'Accord, il a été convenu de ce qui suit :

[See note I]

[Voir note I]

Accept, Monsieur le Ministre, the assurances of my highest consideration.

Veillez agréer, Monsieur le Ministre, les assurances de ma très haute considération.

(Signed) U. TAKKI

(Signé) U. TAKKI

Monsieur Otto Johansson
Swedish Minister
Helsinki

Monsieur Otto Johansson
Ministre de Suède
Helsinki

¹ Translation communicated by the International Civil Aviation Organization.

² Traduction transmise par l'Organisation de l'aviation civile internationale.