

No. 2150

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**ICELAND  
and  
NORWAY**

**Agreement (with annex and exchange of notes) relating to  
air transport. Signed at Reykjavik, on 14 July 1951**

*D: Indef.*  
*Official texts: Icelandic and Norwegian.*

*Registered by the International Civil Aviation Organization on 22 April 1953.*

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**ISLANDE  
et  
NORVÈGE**

**Accord (avec annexe et échange de notes) relatif aux trans-  
ports aériens. Signé à Reykjavik, le 14 juillet 1951**

*Textes officiels islandais et norvégien.*

*Enregistré par l'Organisation de l'aviation civile internationale le 22 avril 1953.*

[TRANSLATION — TRADUCTION]

No. 2150. AGREEMENT<sup>1</sup> BETWEEN ICELAND AND NORWAY RELATING TO AIR TRANSPORT. SIGNED AT REYKJAVIK, ON 14 JULY 1951

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The Government of Norway and the Government of Iceland, having determined to conclude an agreement for air services between Norway and Iceland, have to this effect appointed plenipotentiaries who, being duly authorized, have agreed upon the following provisions :

*Article I*

Each Contracting Party grants to the other Contracting Party the rights specified in the annex hereto necessary for establishing the air services therein described. The 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*

(a) Each of the air services which one Contracting Party has granted to the other the right to establish may be brought into operation as soon as the latter Contracting Party has designated an airline or airlines to operate the service concerned. The Contracting Party granting these rights shall, subject to the provisions of article VI below, be bound without delay to grant the necessary operating permission to the airline or airlines so designated.

(b) Before giving the airline or airlines so designated permission to inaugurate the services specified in the present Agreement, the Contracting Party granting these rights may require the said airline or airlines to furnish information on its or their qualifications to the aviation authorities of that Party in accordance with the laws and regulations in force in that Party's territory.

*Article III*

In order to prevent discriminatory practices and to assure equality of treatment :

(a) It is agreed by each of the Contracting Parties that any charges that it may impose upon the airlines of the other Contracting Party for the use of its

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<sup>1</sup> Came into force on 14 July 1951, as from the date of signature, in accordance with article XI.

airports and other facilities may 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 for the account of an airline designated by the other Contracting Party solely for use by its aircraft shall enjoy the same treatment as national airlines or airlines of the most favoured nation in respect to customs duties, inspection fees or other national duties and charges in that territory.

(c) Fuel, lubricating oils, spare parts, regular equipment and stores retained on board civil aircraft of the airlines of one Contracting Party authorized to operate the routes described in the annex, shall, upon entering or leaving the territory of the other Contracting Party, be exempt from customs duties, inspection fees or similar charges, even though such supplies are consumed by such aircraft during flights over that territory.

#### *Article IV*

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 services described in the annex. Each Contracting Party reserves the right, however, to refuse to recognize the validity, for the purpose of flight over its own territory, of certificates of competency and licences granted to its own nationals by another State.

#### *Article V*

(a) The laws and regulations of one Contracting Party to the entry into or departure from its territory of aircraft engaged in international services or to the operation and navigation of such aircraft while within its territory shall apply to aircraft of the airline or airlines designated by the other Contracting Party.

(b) Passengers, crews and consignors of goods by air shall, either in person or through a third person acting in their behalf or for their account, comply with the laws and regulations in force in the territory of each of the Contracting Parties respecting the entry, stay and departure of passengers, crews or cargo such as regulations relating to entry, departure, immigration, passports, customs and quarantine.

### Article VI

Each Contracting Party reserves the right to withhold permission to operate from an airline designated by the other Party or to revoke such permission in any case in which it is not satisfied that principal ownership and effective control of the designated airline are vested in nationals of the other Contracting Party, or in case of failure by the airline to comply with the laws and regulations of the State in the territory of which it is operating, as described in article V above, or to perform its obligations under this Agreement.

### Article VII

This Agreement and any other agreement connected therewith shall be registered with the International Civil Aviation Organization.

### Article VIII

If either of the Contracting Parties should desire to modify any provision of the annex to this Agreement, it may request the discussion of such modification between the competent aeronautical authorities of the two Contracting Parties. Such consultation shall begin within a period of sixty days from the date of the request. Any modification on which the aeronautical authorities may agree shall take effect after its confirmation by an exchange of notes.

If a general multilateral air convention should come into force with respect to the two Contracting Parties, they shall enter into consultations with a view to ensuring that the provisions of this Agreement and of the annex thereto conform with the provisions of that convention.

### Article IX

(a) The Contracting Parties agree to refer any dispute regarding the interpretation or application of this Agreement or of the annex thereto which cannot be settled by direct negotiation to an arbitral tribunal or to some other person or body designated jointly by the Contracting Parties.

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

(c) Any such dispute may be referred to the Council of the International Civil Aviation Organization established in accordance with the Convention on International Civil Aviation signed at Chicago on 7 December 1944.<sup>1</sup>

<sup>1</sup> United Nations, *Treaty Series*, Vol. 15, p. 295; Vol. 26, p. 420; Vol. 32, p. 402; Vol. 33, p. 352; Vol. 44, p. 346; Vol. 51, p. 336, and Vol. 139, p. 469.

*Article X*

Either Contracting Party shall notify the other if it desires to terminate this Agreement. The Agreement shall terminate twelve months after the date of receipt of the notification by the other Contracting Party, unless the notification is withdrawn by agreement before the expiry of this period.

*Article XI*

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

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

DONE at Reykjavik, this fourteenth day of July 1951, in two copies, in the Norwegian and Icelandic languages, both texts being equally authentic.

For the Government of Norway :  
Thorgeir ANDERSEN-RYSST  
Envoy Extraordinary and Minister  
Plenipotentiary of Norway in Iceland

For the Government of Iceland :  
Bjarni BENEDIKTSSON  
Minister for Foreign Affairs of Iceland

## A N N E X

## I

The Icelandic Government grants the Norwegian Government the right to operate the air services specified below through one or more airlines designated by the Norwegian Government :

1. Norway—via intermediary points—Iceland and points beyond, in both directions.

## II

The Norwegian Government grants the Icelandic Government the right to operate the air services specified below through one or more airlines designated by the Icelandic Government :

1. Iceland—via intermediary points—Norway and points beyond, in both directions.

## III

The airlines designated by each of the Contracting Parties shall enjoy in the territory of the other Contracting Party rights of transit and non-traffic stop as well as the right to pick up and discharge international traffic in passengers, mail and cargo on the services set forth above.

## IV

The two Contracting Parties agree :

(a) That the transport capacity provided by the airlines of the two countries shall be related to traffic requirements;

(b) That the airlines of the two countries, on routes operated by both, shall take into account their reciprocal interests so as not to affect unduly their respective services;

(c) That in the operation of the services set forth in this annex, the primary objective shall be the provision of capacity adequate to the traffic requirements between the country to which the airline belongs and the country of destination of the traffic;

(d) That the right to pick up and discharge, at the specified points and on the specified routes, international traffic destined for or coming from third countries shall be exercised in accordance with the general principles of the orderly development of air transport recognized by the two Governments and on condition that capacity shall be established in relation to :

1. Traffic requirements between the country of origin and the country of destination;
2. The need for the economic operation of long-distance services;
3. The traffic requirements of the areas through which the airline passes, taking into account local and regional services.

## V

(a) Tariffs shall be established at reasonable rates, special regard being paid to economy of operation, reasonable profits, the rates of other airlines and the special conditions characteristic of the operation of the service over each particular route, such as speed and comfort.

(b) In fixing these tariffs regard shall be paid to the recommendations of the International Air Transport Association.

(c) In the absence of such recommendations the airlines designated by the Norwegian and Icelandic Governments shall jointly agree on the tariffs for passengers and freight to be applied on the sections of routes operated by both lines after consultation, where necessary, with the airlines of third countries operating all or part of the same routes.

(d) The tariffs shall be submitted to the competent aeronautical authorities of the two countries for approval.

(e) Should the airlines fail to reach agreement on the establishment of tariffs, the competent aeronautical authorities of the two countries shall do their best to reach a satisfactory solution.

(f) In the last resort the matter shall be referred to arbitration in accordance with article IX of this Agreement.

## EXCHANGE OF NOTES

## I

## MINISTRY OF FOREIGN AFFAIRS

Reykjavik, 14 July 1951

Your Excellency,

With reference to the Air Transport Agreement between Iceland and Norway signed today, I have the honour to inform you that the Icelandic Government, in accordance with article II, paragraph *a*, of the Agreement, has designated Flugfélag Íslands h/f and Loftleidir h/f to operate the services set forth in section I of the annex to the Agreement.

In this connexion I have the honour to confirm on behalf of my Government that in the course of the negotiations leading to the signature of the Agreement it was agreed as follows :

1. Det Norske Luftfartselskap A/S (DNL), which is operated jointly with Det Danske Luftfartselskab (DDL) and Aktiebolaget Aerotransport (ABA), under the name of Scandinavian Airlines System (SAS), may operate the services mentioned in section I of the annex to this Agreement with aircraft, crews and equipment belonging to either of the two other airlines or to both.
2. In so far as Det Norske Luftfartselskap A/S (DNL) employs aircraft, crews and equipment belonging to the other airlines incorporated in the Scandinavian Airlines System (SAS), the provisions of the Agreement shall apply to such aircraft, crews and equipment in the same way as if they belonged to Det Norske Luftfartselskap A/S (DNL), and the Norwegian Government and Det Norske Luftfartselskap A/S (DNL) shall assume full responsibility therefor in accordance with this Agreement.

I have the honour to be, etc.

(Signed) Bjarni BENEDIKTSSON

Mr. Thorgeir Anderssen-Rysst  
Envoy of Denmark  
Reykjavik

## II

Reykjavik, 14 July 1951

Your Excellency,

With reference to the Air Transport Agreement between Norway and Iceland signed today, I have the honour to inform you that the Norwegian Government, in accordance with article II, paragraph *a*, of the Agreement, has designated Det Norske Luftfartselskap A/S to operate the services set forth in section I of the annex to the Agreement.

In this connexion I have the honour to confirm on behalf of my Government that in the course of the negotiations leading to the signature of the Agreement it was agreed as follows :

[See note I ]

I have the honour to be, etc.

(Signed) Thorgeir ANDERSEN-RYSST

His Excellency Mr. Bjarni Benediktsson  
Minister for Foreign Affairs  
Reykjavik