

No. 3605

**SWEDEN
and
LEBANON**

Air Transport Agreement (with annex and exchange of notes). Signed at Beirut, on 23 March 1953

Official text: French.

Registered by the International Civil Aviation Organization on 1 December 1956.

**SUÈDE
et
LIBAN**

Accord relatif aux transports aériens (avec annexe et échange de notes). Signé à Beyrouth, le 23 mars 1953

Texte officiel français.

Enregistré par l'Organisation de l'aviation civile internationale le 1^{er} décembre 1956.

[TRANSLATION — TRADUCTION]

No. 3605. AIR TRANSPORT AGREEMENT¹ BETWEEN SWEDEN AND LEBANON. SIGNED AT BEIRUT, ON 23 MARCH 1953

The Royal Swedish Government

and

The Government of the Lebanese Republic,

Desiring to promote civil air transport between Sweden and Lebanon, have agreed as follows :

Article 1

The Contracting Parties grant each other the following rights for the purpose of establishing the air services specified in the annex² hereto (hereinafter referred to as "agreed services") :

(1) The airlines designated by one Contracting Party shall enjoy, in the territory of the other Contracting Party, rights of transit and of stops for non-traffic purposes ; they may also use the airports and other facilities provided for international traffic. They shall further have the right, in the territory of the other Contracting Party and on the services specified in the annex hereto, to pick up and set down international traffic in passengers, mail and cargo, under the terms of this Agreement.

(2) The right of the designated airlines to pick up and set down at the points and on the routes specified international traffic destined for or coming from third countries shall be exercised in accordance with the general principles of orderly development to which both Governments subscribe, and in such a manner that capacity shall be related to :

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

Article 2

(1) The agreed services may be inaugurated as soon as :

¹ In accordance with article 15, the Agreement was applied as from 23 March 1953 and came into force on 30 December 1953.

² See p. 93 of this volume.

- (a) The Contracting Party to whom the rights are granted has designated one or more airlines for this purpose ;
- (b) The Contracting Party granting the rights has issued the appropriate operating permit to the said airlines, which, subject to the provisions of paragraph 2 of this article and of article 5 below, it shall do without undue delay.

(2) Nevertheless, before being authorized to inaugurate the agreed services, the designated airlines may be called upon to satisfy the 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 those authorities to the operation of international air services.

(3) In areas of military occupation, the inauguration of the agreed services shall further be subject, if necessary, to the authorization of the competent military authorities.

Article 3

There shall be fair and equal opportunity in the territory of the Contracting Parties for the designated airlines to operate the agreed services.

Article 4

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still valid shall be recognized 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 recognize, for the purpose of flights over its own territory certificates of competency and licences issued to its own nationals by another State.

Article 5

Each Contracting Party reserves the right to withhold an operating permit from a designated airline of the other Contracting Party or to revoke such permit whenever it has no proof that preponderant ownership and effective control of that airline are vested in nationals of either Contracting Party, or whenever that airline fails to comply with the laws and regulations referred to in article 6 below or to fulfil the conditions under which the permit is granted.

Article 6

(1) 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 flights of such aircraft over that territory shall apply without distinction as to nationality to aircraft of the designated airlines.

(2) The laws and regulations of one Contracting Party relating to the admission to, stay in and departure from its territory of passengers, crews, mail and cargo, such as those relating to entry, immigration and clearance, passports, customs and quarantine, shall apply to the passengers, crews, mail and cargo carried on board the aircraft of the designated airlines of the other Contracting Party while within that territory.

(3) Simplified procedure shall be used in the case of passengers in transit through the territory of either Contracting Party. Baggage and goods in direct transit shall be exempt from customs duties, import fees or other national duties and charges.

Article 7

Rates shall be fixed at reasonable levels, due regard being paid to economy of operation, reasonable profit and the characteristics of each service, such as speed and accommodation. The recommendations of the International Air Transport Association (IATA) shall also be taken into consideration so far as possible. In the absence of such recommendations, the Lebanese and Swedish airlines shall consult with the airlines of third countries operating on the same routes. Their arrangements shall be subject to the approval of the competent aeronautical authorities of the Contracting Parties. If the designated airlines are unable to reach agreement, those authorities shall endeavour to find a solution. In the last resort, the procedure prescribed in article 11 of this Agreement shall be applied.

Article 8

Transfers of funds received by the airlines designated by the Contracting Parties shall be made in accordance with the foreign exchange regulations in force in the two countries. The Parties shall do everything in their power to facilitate the transfer of such funds.

Article 9

In order to prevent discrimination and to ensure equality of treatment, it is agreed that :

(1) Each Contracting Party may impose or permit to be imposed fair and reasonable charges for the use of airports and other facilities ; it shall ensure that these charges will not be higher than would be paid by its national aircraft or aircraft of the most-favoured nation engaged in similar international services.

(2) Fuel, lubricating oil and spare parts introduced or taken on board in the territory of one Contracting Party by or on behalf of the designated airlines of the

other Contracting Party and intended solely for use by the aircraft of those airlines shall be accorded national or most-favoured-nation treatment with respect to customs duties, inspection fees and other national duties and charges.

(3) Aircraft operated on the agreed services by the designated airlines of one Contracting Party, and 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 and other national duties and charges, even though such supplies be used or consumed on flights over that territory.

(4) Goods so exempted may be unloaded only with the approval of the customs authorities of the other Contracting Party ; they shall, pending their re-exportation, be placed under customs supervision, but this shall not preclude their use for technical purposes.

Article 10

If either of the Contracting Parties considers it desirable to modify any provision of this Agreement or its annex, the aeronautical authorities of the Contracting Parties shall enter into consultation for this purpose. The consultations shall take place within sixty days from the date of the request.

If the said authorities agree on the modifications to be made in the Agreement, the modifications shall enter into force only after they have been confirmed by an exchange of diplomatic notes.

Article 11

(1) Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or its annex which cannot be settled by direct negotiation shall be referred for decision to any tribunal which may hereafter be established within the International Civil Aviation Organization, or, if there is no such tribunal, to the Council of that Organization. The Contracting Parties may, however, by agreement, settle the dispute by referring it either to an arbitral tribunal or to some other person or body.

(2) The Contracting Parties undertake to comply with the decision given, which shall be regarded as final.

Article 12

This Agreement and its annex shall be brought into harmony with any multi-lateral agreement which may become binding on the two Contracting Parties.

Article 13

Either Contracting Party may terminate this Agreement by giving one year's notice to the other Contracting Party.

Article 14

This Agreement and all additions to and modifications thereof shall be registered with the International Civil Aviation Organization.

Article 15

This Agreement shall enter into force as soon as it has been approved by each of the Contracting Parties in accordance with its legislation. Pending such approval, the Contracting Parties undertake to apply the provisions of the Agreement, within the limits of their respective constitutional powers, as from the date of signature.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Agreement.

DONE at Beirut on 23 March 1953, in duplicate, in the French language.

For the Royal
Swedish Government :
Gustaf WEIDEL

For the Government
of the Lebanese Republic :
Georges HAKIM

A N N E X

I. Lebanese routes :

Lebanon–Athens–Rome or Milan–Geneva or Zurich or Munich or Vienna–Frankfurt or Amsterdam–Copenhagen–Stockholm and points beyond, in both directions.

II. Swedish routes :

(1) Scandinavia–Germany and/or Netherlands–Switzerland–Austria–Italy–Greece–Ankara–Lebanon–Basrah–Iran and points beyond, in both directions.

(2) Scandinavia–Germany–Switzerland–Italy–Lebanon–Basrah–Pakistan–India–Thailand and points beyond, in both directions.

The airlines designated by the Contracting Parties may permanently or temporarily omit some of the intermediate stops listed above.

EXCHANGE OF NOTES

I

ROYAL SWEDISH EMBASSY

Beirut, 23 March 1953

Your Excellency,

With reference to the Agreement signed on 23 March 1953¹ between Sweden and Lebanon, I have the honour to inform you that in accordance with article 1 of the Agreement, the Swedish Government has designated AB Aerotransport (ABA) to operate the routes specified in list II of the annex to the Agreement.

In this connexion I have the honour to confirm, on behalf of my Government, the following understanding reached in the course of the negotiations which preceded the signature of the Agreement :

(1) AB Aerotransport (ABA), co-operating with Det Danske Luftfartselskab (DDL) and Det Norske Luftfartselskap (DNL), under the designation of Scandinavian Airlines System (SAS) shall be authorized to operate the services assigned to it in the Agreement with aircraft, crews and equipment of either or both of the other two airlines.

(2) In so far as AB Aerotransport (ABA) employs aircraft, crews and equipment of the other two airlines participating in the Scandinavian Airlines System (SAS), the provisions of the Agreement shall apply to such aircraft, crews and equipment as though they were the aircraft, crews and equipment of AB Aerotransport (ABA), and the competent Swedish authorities and AB Aerotransport (ABA) shall accept full responsibility under the Agreement therefor.

Gustaf WEIDEL

His Excellency Mr. Georges Hakim
Minister of Foreign Affairs a.i.
etc., etc., etc.,
Beirut

II

Beirut, 23 March 1953

Your Excellency,

With reference to the Agreement signed on 23 March 1953 between Lebanon and Sweden, I have the honour to inform you that in accordance with article 1 of

¹ See p. 85 of this volume.

the Agreement, the Lebanese Government has designated the Middle East Airlines and the Compagnie Air Liban to operate the routes specified in list I of the annex to the Agreement.

In this connexion, I have the honour to confirm, on behalf of my Government, the following understanding reached in the course of the negotiations which preceded the signature of the Agreement :

[See note I]

The Minister of Foreign Affairs :

Georges HAKIM

His Excellency Mr. Gustaf Weidel
Envoy Extraordinary and Minister Plenipotentiary of Sweden
Beirut