

No. 4496

**NORWAY
and
URUGUAY**

Air Transport Agreement (with annex and Protocol of signature). Signed at Montevideo, on 20 March 1952

Official texts: Norwegian and Spanish.

Registered by the International Civil Aviation Organization on 9 September 1958.

**NORVÈGE
et
URUGUAY**

Accord de transports aériens (avec annexe et Protocole de signature). Signé à Montevideo, le 20 mars 1952

Textes officiels norvégien et espagnol.

Enregistré par l'Organisation de l'aviation civile internationale le 9 septembre 1958.

[TRANSLATION — TRADUCTION]

No. 4496. AIR TRANSPORT AGREEMENT¹ BETWEEN THE KINGDOM OF NORWAY AND THE EASTERN REPUBLIC OF URUGUAY. SIGNED AT MONTEVIDEO, ON 20 MARCH 1952

The Government of the Kingdom of Norway and the Government of the Eastern Republic of Uruguay, considering

That the ever-increasing possibilities of commercial aviation are constantly gaining in importance,

That this means of transport, because of its special characteristics permitting rapid communications, serves to bring nations closer together,

That it is desirable to establish regular international air services in a safe and orderly manner without prejudice to national and regional interests, with a view to the development of international co-operation in the field of air transport,

That it is necessary to conclude an agreement to ensure regular air communications between the two countries,

Have for this purpose appointed plenipotentiaries who, having exchanged their full powers, found in good and due form, have agreed on the following provisions :

Article 1

(a) The Contracting Parties grant each other the rights enumerated in this Agreement and its annex² for the purpose of the establishment of the regular international air services therein specified, hereinafter referred to as the "agreed services".

(b) Each Contracting Party will designate one or more airlines of its own country to operate the agreed services and will fix the date for the inauguration thereof.

Article 2

(a) Each Contracting Party shall, subject to the provisions of paragraph (b) of this article and of article 4, issue the requisite operating permit to the airlines designated by the other Party.

¹ Came into force provisionally on 20 March 1952, upon signature, in accordance with article 14.

² See p. 308 of this volume.

(b) The said designated airlines may, before being authorized to inaugurate the agreed services, be required to satisfy the aeronautical authorities issuing the operating permit that they are qualified to fulfil the conditions prescribed under the laws and regulations normally applicable to them.

Article 3

In order to prevent discriminatory practices and to respect the principle of equal treatment :

(1) The taxes and other charges which either Contracting Party imposes, or permits to be imposed, on the airline or airlines designated by the other Contracting Party for the use of airports and other facilities shall not be higher than those payable 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 the territory of one Contracting Party or taken on board aircraft of the other Contracting Party in that territory, either directly by or on behalf of one of the airlines designated by the other Contracting Party and intended solely for use by aircraft of that airline, shall enjoy, in respect of customs duties and charges, inspection fees or other national duties and charges and the manner of collection thereof, the most favourable treatment accorded to national or foreign undertakings of the same type.

(3) Aircraft used by one Contracting Party in operating the agreed services and fuel, lubricating oils, spare parts, normal equipment and stores held on board for use by the said aircraft shall benefit in the territory of the other Contracting Party from the regulations applicable to national aircraft in respect of exemption from customs duties, inspection fees and similar taxes and duties even though used on flights within the said territory.

Article 4

Certificates of airworthiness, certificates of competency and licences issued or recognized 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 flight above its territory, certificates of competency and licences issued to its nationals by the other Contracting Party or by a third State.

Article 5

(1) The laws and regulations of one Contracting Party relating to the entry into, stay in and departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft within the said territory shall apply to aircraft of the airline or airlines designated by the other Contracting Party.

(2) The laws and regulations of each Contracting Party relating to the entry into, stay in or departure from its territory of passengers, crews or cargo of aircraft, such as those relating to entry, clearance, immigration, passports, customs and quarantine, shall apply to the passengers, crews and cargo of aircraft operating the agreed services.

Article 6

Each Contracting Party reserves the right, after the consultation provided for in article 7, to refuse an operating permit to an airline designated by the other Contracting Party or to revoke such permit whenever it is not satisfied that substantial ownership and effective control of such undertaking are vested in nationals of the other Contracting Party or in the event that the airline fails to comply with the laws and regulations referred to in article 5 above or to fulfil the conditions under which the rights are granted in accordance with this Agreement and its annex.

Article 7

If either Contracting Party desires to modify the terms of the annex to this Agreement or to exercise its right under article 6, it shall request consultation between the aeronautical authorities of the two Contracting Parties ; such consultation shall begin within sixty (60) days from the date of the request.

When the said authorities agree to modify the annex, such modifications shall come into effect after they have been confirmed by an exchange of notes through the diplomatic channel.

Article 8

(1) The aeronautical authorities of the two Contracting Parties shall, by agreement and on a basis of reciprocity, settle all questions concerning the application of this Agreement, its annex and the route schedules and shall consult each other from time to time in order to ensure that its principles and aims are being applied and carried out in a satisfactory manner.

(2) Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement, its annex or Protocol of signature, which cannot

be settled by consultation, shall be referred for settlement to an arbitral tribunal appointed by agreement between the two Parties, or to some other person or body.

Article 9

Either Contracting Party may at any time give notice to the other of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. Following such notice, this Agreement shall terminate six (6) months after the date of receipt of the notice by the other Contracting Party, unless the said notice is withdrawn by agreement before the expiry of this period. If receipt of the notice is not acknowledged by the Contracting Party to which it was addressed, notice shall be deemed to have been received fourteen (14) days after its receipt by the International Civil Aviation Organization.

Article 10

If a multilateral air transport Convention comes into force and is ratified or acceded to by both Contracting Parties, the provisions of this Agreement and its annex shall be amended so as to conform with the provisions of the said Convention.

Article 11

This Agreement supersedes any licence, privilege or concession existing at the time of its signature, which was granted for any purpose by either Contracting Party to airlines of the other Contracting Party.

Article 12

This Agreement and all agreements which supplement or amend it shall be registered with the International Civil Aviation Organization established by the Convention on International Civil Aviation signed at Chicago on 7 December 1944.¹

Article 13

For the purpose of this Agreement and its annex :

(a) The expression "aeronautical authorities" shall mean, in the case of the Kingdom of Norway, the Department of Transport and Communications and, in the case of the Eastern Republic of Uruguay, the Minister of National Defence or, in either case, any person or body authorized to perform the functions at present assigned to the said authorities ;

¹ See footnote 2, p. 230 of this volume.

(b) The term "territory" shall have the meaning assigned to it in article 2 of the Convention on International Civil Aviation concluded at Chicago on 7 December 1944 ;

(c) The expression "designated airline" shall mean any undertaking which has been designated by one of the Contracting Parties to operate the agreed services and concerning which notice in writing has been given to the competent aeronautical authorities of the other Contracting Party in accordance with article 2 of this Agreement ;

(d) The expression "regular international air service" shall mean an international air service consisting of a recognizably systematic series of flights :
(a) which are operated between two or more points or two or more traffic areas that, considering relevant characteristics of the services such as the distance covered and the type of aircraft used, do not materially vary ; (b) which are operated for valuable consideration ; and (c) which are open to use by any person (acceptable to the company concerned) who from time to time seeks to take advantage of them ;

(e) The definitions in article 96, paragraphs (a), (b) and (d) of the aforesaid Convention on International Civil Aviation and such definitions as may supersede or supplement the said definitions shall apply to this Agreement.

Article 14

This Agreement shall be approved by each Contracting Party in accordance with its domestic legislation and documents in confirmation thereof shall be exchanged at Montevideo as soon as possible, whereupon the Agreement shall enter into force.

Pending the exchange of the said documents, the Contracting Parties undertake, so far as their constitutional laws permit, to give effect to the provisions of this Agreement as from the date of its signature.

IN WITNESS WHEREOF, the undersigned plenipotentiaries sign this Agreement and thereto affix their seals.

DONE at Montevideo, this twentieth day of March one thousand nine hundred and fifty-two, in duplicate in the Norwegian and Spanish languages, both texts being equally authentic.

For the Kingdom
of Norway :

(Signed) Reidar SOLUM

For the Eastern Republic
of Uruguay :

(Signed) Daniel CASTELLANOS

ANNEX

I

(a) For the purpose of operation of the agreed services, the airline or airlines designated by either Contracting Party under the provisions of the Agreement and this annex shall enjoy in the territory of the other Contracting Party, on each of the agreed routes, rights of transit and non-traffic stops at airports open for international traffic and the right to set down and pick up international traffic in passengers, cargo and mail at the specified points on the said routes.

(b) The Contracting Parties shall be entitled to exercise the rights agreed upon in this clause on extensions of their routes to points beyond their respective territories.

(c) The exercise of the rights set forth in the above provisions shall be subject to the conditions laid down in section II.

II

(a) The transport capacity provided by the designated airlines, should bear a close relationship to traffic demands.

(b) The airlines designated by the two Contracting Parties shall be afforded such fair and reasonable treatment as will give them an equal opportunity to operate the agreed services.

(c) In the operation of common routes or sections of routes, the designated airlines shall take into consideration their mutual interests so as not unduly to affect each other's services.

(d) The agreed services shall have as their primary objective the provision of capacity corresponding to the traffic demands between the country to which the airline belongs and the country of destination of the traffic.

(e) The right of a designated airline to pick up and set down, 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 orderly development of air transport to which both Contracting Parties subscribe and in such a manner that the capacity shall be related :

- (1) To traffic demands between the country of origin and the countries of destination,
- (2) To the requirements of economic operation of the services concerned, and
- (3) To the traffic demands of the areas traversed, after taking account of local and regional services.

III

The aeronautical authorities of the Contracting Parties shall consult each other at the request of either authority in order to ascertain whether the principles set forth in section II above are being observed by the airlines designated by the Contracting Parties and, in particular, to prevent any diversion of traffic on such a scale as to prove inequitable to any of the designated airlines.

IV

(a) Rates shall be fixed at reasonable levels, due regard being paid to all significant factors and, in particular, cost of operation, reasonable profit, the rates charged by other airlines and the characteristics of each service, such as speed and comfort.

(b) The rates to be charged by the airlines designated by each Contracting Party between the points in Norwegian territory specified in the attached schedules and the specified points in Uruguayan territory shall be submitted for approval by the aeronautical authorities of the two Contracting Parties not less than thirty (30) days before the date on which they are to take effect ; such period may in special cases be reduced subject to the consent of the said aeronautical authorities.

(c) The recommendations of the International Air Transport Association (IATA) shall be taken into account in fixing the rates.

(d) In the absence of any recommendations from the said Association, the Norwegian and Uruguayan airlines shall endeavour to agree on the rates for passengers and cargo to be charged on common sections of their routes, if necessary after consultation with the airlines of third countries operating on all or part of such sections.

(e) If the airlines cannot agree on the rates to be fixed, the competent aeronautical authorities of the two Contracting Parties shall endeavour to secure such agreement and, failing this, to arrive jointly at a satisfactory solution.

As a last resort, the procedure laid down in article 8 shall be adopted.

V

Any change in the points on the air routes specified in the route schedules which entails no change in the points served in the territory of the other Contracting Party shall not be regarded as a modification of the annex. The aeronautical authorities of either Contracting Party may therefore introduce such changes unilaterally provided that the aeronautical authorities of the other Contracting Party are notified thereof without delay.

If the said authorities, having regard to the principles set forth in section II of this annex, consider that the interests of their national airlines are prejudiced by the airlines of the other Contracting Party because traffic between their own territory and the new stop in a third country is already provided for, the aeronautical authorities of the two Contracting Parties shall consult each other with a view to arriving at a satisfactory arrangement.

VI

The aeronautical authorities of the two Contracting Parties shall communicate to each other as soon as possible particulars of the permits issued to their respective designated airlines to operate the agreed services or parts thereof.

Such exchange of information shall include, in particular, copies of and any amendments to the operating permits issued.

(Signed) Reidar SOLUM

(Signed) Daniel CASTELLANOS

SCHEDULE I

Uruguayan routes to and through Norway

These routes will be determined later by agreement between the aeronautical authorities of the Contracting Parties.

SCHEDULE II

Norwegian routes to and through Uruguay

From Norway – via intermediate points in Europe and North Africa – via intermediate points in South America – to Uruguay and points beyond, in both directions.

PROTOCOL OF SIGNATURE OF THE AIR TRANSPORT AGREEMENT
BETWEEN THE KINGDOM OF NORWAY AND THE EASTERN REPUBLIC OF URUGUAY

In the course of the negotiations leading to the signature of the Air Transport Agreement between the Kingdom of Norway and the Eastern Republic of Uruguay concluded at Montevideo this day,¹ the representatives of the Contracting Parties agreed as follows :

(1) Notwithstanding the provisions of article I of the annex, aircraft of the airline designated by the Norwegian Government shall make intermediate stops at Montevideo on two flights per week in both directions when more than two flights are carried out on the agreed service, and one intermediate stop per weekly flight in both directions when fewer flights are carried out.

(2) The customs, police, immigration and health authorities of the two Contracting Parties shall apply the provisions of articles 3 and 5 of the Agreement as simply and expeditiously as possible in order to avoid any delay to the aircraft engaged in the agreed services. This consideration shall be taken into account in applying the relevant regulations.

(3) The transfer of moneys received by the airlines designated by the two Contracting Parties shall be carried out in accordance with the exchange regulations of the two Contracting Parties. The Parties shall grant ample facilities for such transfer operations.

(4) Since it is the wish of both Contracting Parties that their commercial air fleets, besides being wholly owned by them, shall use aircraft manned by their own nationals, the authority provided by article 6 of the Agreement to refuse or revoke the operating permit of an airline designated by one of the Contracting

¹ See p. 298 of this volume.

Parties may be exercised by the other Contracting Party if the crews of the former Contracting Party's aircraft include persons who are not nationals of that country.

The inclusion in such crews of persons who are nationals of a third State and have not acquired the nationality of the Contracting States shall be permitted provided that it is for the purpose of instructing and training flight personnel.

(5) Inasmuch as the following airlines: "Det Norske Luftfartsselskap A/S (DNL)", "Det Danske Luftfartsselskab A/S (DDL)" and "Aktiebolaget Aerotransport (ABA)" at present operate air services jointly under the designation of the "Scandinavian Airlines System (SAS)", the competent Uruguayan aeronautical authorities shall, for the duration of such co-operative arrangement, recognize as national crews, for the purposes of the first sub-paragraph of paragraph 4 of this Protocol, crews composed of nationals of any of the three countries subject, however, to the provisions of the Convention on International Civil Aviation concluded at Chicago on 7 December 1944.

(6) Aircraft belonging to the aforesaid three airlines and used in the "Scandinavian Airlines System (SAS)" may, for the duration of the co-operative arrangement described in the preceding paragraph, be used on any of the routes specified in the schedules attached to the Annexes to the Agreements signed this day.

(7) Third party risks and the obligations laid down by the aforesaid Agreements shall be borne by the designated airline on whose behalf the particular aircraft is used.

IN WITNESS WHEREOF, the plenipotentiaries appointed by the two Contracting Parties have signed this Protocol in two identical copies in the Norwegian and Spanish languages, both texts being equally authentic, at the city of Montevideo this twentieth day of March one thousand nine hundred and fifty-two.

For the Kingdom
of Norway :

(Signed) Reidar SOLUM

For the Eastern Republic
of Uruguay :

(Signed) Daniel CASTELLANOS