

No. 4499

**CHILE
and
SWEDEN**

Agreement (with annex) concerning air services between and beyond their respective territories. Signed at Santiago de Chile, on 27 October 1952

Official texts : Spanish and Swedish.

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

**CHILI
et
SUÈDE**

Accord (avec annexe) relatif aux services aériens entre les territoires des deux pays et au-delà. Signé à Santiago, le 27 octobre 1952

Textes officiels espagnol et suédois.

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

[TRANSLATION — TRADUCTION]

No. 4499. AGREEMENT¹ BETWEEN THE GOVERNMENT OF CHILE AND THE GOVERNMENT OF SWEDEN CONCERNING AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT SANTIAGO DE CHILE, ON 27 OCTOBER 1952

The Government of Chile and the Government of Sweden, hereinafter referred to as the Contracting Parties,

Desiring to conclude an agreement for the purpose of establishing and operating commercial air services between and beyond the territories of Chile and Sweden, Have agreed as follows :

Article 1

Each Contracting Party grants to the other Party the rights specified in this Agreement for the purpose of establishing the air services specified in the annex² to this Agreement (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 which the rights are granted.

Article 2

(a) The agreed services may be inaugurated as soon as the Contracting Party to which the rights specified in this Agreement are granted has designated one or more airlines to operate the specified routes.

(b) The airline or airlines thus designated by one Contracting Party may be required to satisfy the competent aeronautical authorities of the other Contracting Party that they are qualified to fulfil the conditions prescribed under the laws and regulations normally applied by the said authorities to the operation of commercial air services and that they are applying for operating permits in accordance with the conditions set forth in those laws and regulations.

Article 3

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

¹ Applied as from the date of signature on 27 October 1952, in accordance with article 19.

² See p. 88 of this volume.

(a) The charges which either Contracting Party may impose or permit to be imposed on the designated airline or 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 other facilities by its national aircrafts engaged in similar international services.

(b) Fuel, lubricating oils and spare parts taken on board aircraft in or 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 the latter Contracting Party shall be accorded, with respect to customs duties, inspection fees and other duties or charges imposed by the former Contracting Party, treatment not less favourable than that granted to national airlines engaged in similar international services or to the airlines of the most favoured nation.

(c) Supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores on board aircraft of the designated airline or airlines of one Contracting Party shall, on arrival in or departure from the territory of the other Contracting Party, be exempt from customs duties, inspection fees or similar charges, even though such supplies be used by such aircraft on flights over that territory.

Article 4

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party for the purpose of operating the services specified in the annex shall be recognized by the other Contracting Party. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight over 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 to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of aircraft while within its territory, shall apply to aircraft of the designated airline or airlines of the other Contracting Party.

(b) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crews or cargo of aircraft (such as regulations relating to entry, departure, clearance, immigration, passports, customs and quarantine) shall apply to the passengers, crews or cargo of aircraft of the designated airline or airlines of the other Contracting Party while within that territory.

Article 6

(a) Each Contracting Party reserves the right to withhold or revoke the rights specified in this Agreement in any case where it is not satisfied that substantial ownership and effective control of the designated airline or airlines of the other Contracting Party are vested in nationals of the other Contracting Party or where the designated airline or airlines fail to comply with its laws and regulations as provided by article 5 or otherwise to fulfil the conditions under which the rights are granted in accordance with this Agreement.

(b) A joint airline constituted in accordance with chapter XVI of the Convention on International Civil Aviation signed at Chicago on 7 December 1944¹ and designated by a Contracting Party shall be deemed to have satisfied the requirements of paragraph (a) of this article if operating rights have been granted to all the individual airlines incorporated in the joint airline in accordance with the aforesaid Chapter, under special agreements. In such case, the joint airline must be an operating organization composed of individual airlines, and substantial ownership and effective control of one of the individual airlines incorporated in the joint airline must be vested in at least one of the Contracting Parties or its nationals.

Article 7

If either Contracting Party considers it desirable to modify any provision of the annex to this Agreement, such modification may be made by direct agreement between the competent aeronautical authorities of the Contracting Parties.

Article 8

If a general multilateral air transport convention which is accepted by both Contracting Parties enters into force, this Agreement shall be amended so as to conform with the provisions of the said convention.

Article 9

The airlines of each Contracting Party, designated in accordance with this Agreement, shall enjoy, in the territory of the other Contracting Party, rights of transit and non-traffic stops and the right to pick up and set down international commercial traffic in passengers, cargo and mail on the route or routes specified in the annex.

¹ See footnote 2, p. 28 of this volume.

Article 10

(a) The tariffs to be applied on any of the agreed services shall be fixed at reasonable levels, due regard being paid to all relevant factors, such as economy of operation, reasonable profit, difference of characteristics of service (standards of speed and comfort) and the tariffs applied by other airlines on any section of the route.

(b) The tariffs to be applied on the different sections of the route shall, if possible, be agreed between the designated airlines in consultation with the other airlines operating on the same routes or portions thereof. For this purpose the recommendations of the International Air Transport Association (IATA) shall also be taken into account. Such agreements shall be submitted to the aeronautical authorities of the Contracting Parties for approval.

Article 11

(a) The transport capacity offered by the airlines of the Contracting Parties shall be related to traffic requirements, taking into account the entire length of the route, the various stops thereon and the airlines' own connecting services.

(b) The designated airlines of each Contracting Party shall so far as possible endeavour to serve adequately the requirements of air traffic to or from the territory of the other Contracting Party, in so far as concerns both the terminal points and the various stops on the route and the airlines' own connecting services.

(c) In determining the capacity offered, prior consideration shall be given to the regional and local services of interest to the other Contracting Party in the area through which the route passes.

The expression "regional or local service" shall mean an international air service which links two or more points in neighbouring and adjacent countries. For the purposes of this Agreement, the expression "neighbouring and adjacent countries" shall mean, in the case of Chile : Argentina, Bolivia and Peru, and in the case of Sweden : Denmark and Norway.

Article 12

(a) There shall be fair and equal opportunity for the airlines of the two Contracting Parties to operate the agreed services on the specified routes between their respective territories.

(b) The airlines of each Contracting Party shall take into account the interests of the airlines of the other Contracting Party so as not to affect their rights unduly.

Article 13

Any change of aircraft capacity (change of gauge) on the agreed services shall also be subject to the principles set forth in the foregoing articles.

Article 14

The agreed air services may use any of the routes open to international air traffic which link the points specified in the annex, provided that no discrimination is made in this regard between national and foreign airlines.

Articles 15

Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or its annex shall be referred for decision to the Council of the International Civil Aviation Organization, unless the Contracting Parties agree to settle the dispute by reference to an arbitral tribunal appointed by agreement between them or to some other person or body. The Contracting Parties undertake to comply with the decision given.

Article 16

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, this Agreement shall terminate twelve 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 such 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 Organization.

Article 17

(a) If either Contracting Party grants to any other airline engaged in international traffic rights more favourable than those granted under this Agreement and annex to the designated airline or airlines of the other Contracting Party, the first Contracting Party shall immediately grant to the airline or airlines of the other Contracting Party rights no less favourable than those granted to the airline in question.

(b) The provisions of paragraph (a) of this article shall not affect the rights granted one another by airlines incorporated in the same joint operating organization as prescribed by article 6, paragraph (b).

Article 18

This Agreement shall be registered with the International Civil Aviation Organization established by the Convention on International Civil Aviation signed at Chicago on 7 December 1944.

Article 19

This Agreement shall be ratified or approved, as appropriate, by each Contracting Party in accordance with its constitutional requirements. Pending such ratification or approval, both Contracting Parties undertake to apply the provisions of the Agreement from the date of its signature in accordance with their domestic legislation.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorized for the purpose by their respective Governments, sign this Agreement and thereto affix their seals.

DONE at Santiago de Chile, on 27 October 1952, in duplicate, in the Spanish and Swedish languages, both texts being equally authentic.

For the Government of Chile :
F. GARCIA-OLDINI

For the Government of Sweden :
U. BARCK-HOLST

A N N E X

A. The airline or airlines designated by Chile in accordance with the Agreement¹ in force may, under the conditions set forth therein, operate on the following routes :

Chile, via intermediate points, to Sweden and points beyond, in both directions, by any route open to international air traffic.

B. The airline or airlines designated by Sweden in accordance with the Agreement in force may, under the conditions set forth therein, operate on the following routes :

Sweden, via intermediate points, to Chile and points beyond, in both directions, by any route open to international air traffic.

C. The terminal point of these services shall be Santiago in the case of Chile and Stockholm in the case of Sweden.

¹ See p. 78 of this volume.

REPUBLIC OF CHILE
MINISTRY OF FOREIGN AFFAIRS

Diplomatic Department
Treaties and Boundaries Section
PSF/GCD

No. 08386

Santiago, 27 October 1952

Your Excellency,

I have the honour to refer to your note of today's date,¹ concerning the Agreement on air services signed today between our two countries,² which reads as follows :

"With reference to the Agreement concerning air services signed this day between the Government of Sweden and the Government of Chile, I have the honour to inform you that in accordance with article 2 of the Agreement, the Swedish Government has designated Aktiebolaget Aerotransport (ABA) to operate the routes specified in 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) Aktiebolaget Aerotransport (ABA), co-operating with Det Danske Luftfartselskab A/S (DDL) and Det Norske Luftfartselskap A/S (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 Aktiebolaget Aerotransport (ABA) employs aircraft, crews and equipment of the other 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 Aktiebolaget Aerotransport (ABA), and the competent Swedish authorities and Aktiebolaget Aerotransport (ABA) shall accept full responsibility under the Agreement therefor."

2. In reply, it gives me great pleasure to inform you that my Government has taken due note of the designation by your Government of Aktiebolaget Aerotransport (ABA) to operate the routes specified in the annex to the above-mentioned Agreement.

¹ Not reproduced in the copies of the Agreement transmitted for registration.

² See p. 78 of this volume.

3. The Government of Chile, for its part, reserves the right to designate in due course the Chilean airline or airlines to operate the services specified in the annex to the Agreement which I had the honour to sign with you this day.

I have the honour to be, etc.

F. GARCIA-OLDINI

His Excellency Mr. Ulf Barck-Holst
Envoy Extraordinary and Minister Plenipotentiary of Sweden
Santiago