

No. 6739

**NORWAY
and
LIBERIA**

Agreement (with annex and exchange of notes) for the establishment and operation of air services between and beyond their respective territories. Signed at Bonn, on 29 June 1962

Official text: English.

Registered by the International Civil Aviation Organization on 15 May 1963.

**NORVÈGE
et
LIBÉRIA**

Accord (avec annexe et échange de notes) relatif à la création et à l'exploitation de services aériens entre les territoires des deux pays et au-delà. Signé à Bonn, le 29 juin 1962

Texte officiel anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 15 mai 1963.

No. 6739. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF NORWAY AND THE GOVERNMENT OF THE REPUBLIC OF LIBERIA FOR THE ESTABLISHMENT AND OPERATION OF AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT BONN, ON 29 JUNE 1962

The Government of the Kingdom of Norway and the Government of the Republic of Liberia hereinafter referred to as the Contracting Parties, being Contracting Parties to the Convention on International Civil Aviation² and the International Air Services Transit Agreement,³ both opened for signature at Chicago on the seventh day of December, 1944, the terms of which Convention and Agreement are binding on both Parties, and desiring to stimulate civil air transportation between and beyond their respective territories, have agreed as follows :

Article I

For the purpose of the present Agreement, unless the context otherwise requires :

- (a) the term "aeronautical authorities" means, in case of the Kingdom of Norway, the Ministry of Communications and Transport and, in the case of the Republic of Liberia, the Postmaster General and any person or body authorised to perform any functions exercised by the said Postmaster General or similar functions ;
- (b) the term "designated airline" means any airline which one Contracting Party shall have designated in writing to the other Contracting Party, in accordance with article 2 of the present Agreement, to operate air services on the routes specified in such designation.

Article II

(1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating by virtue of the present Agreement air services on the routes specified in the appropriate section of the Schedule in the annex to the present Agreement (hereinafter respec-

¹ Applied provisionally from 29 June 1962, the date of signature, in accordance with the provisions of article X.

² See footnote 2, p. 4 of this volume.

³ See footnote 3, p. 18 of this volume.

tively referred to as the agreed services and the agreed routes). On receipt of the designation of an airline, that other Contracting Party shall, subject to the provisions of paragraph (2) of this article and of article 3 of the present Agreement, without delay grant to that airline the appropriate operating authorisation.

(2) Before granting the authorisation referred to in paragraph (1) of this article, the aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations which they normally apply in respect to the operation of commercial airlines.

(3) At any time after the provisions of paragraph (1) of this article have been complied with, an airline so designated and authorised may begin to operate the agreed services.

Article III

(1) Each Contracting Party shall have the right after consultation with the other Contracting Party to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the authorisation specified in paragraph (1) of article 2 of the present Agreement or to impose such conditions as it may deem necessary on the authorised airline in any case, where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of the Contracting Party designating the airline.

(2) Each Contracting Party shall have the right after consultation with the other Contracting Party, to suspend the exercise by an airline of the authorisation specified in paragraph (1) of article 2 of the present Agreement or to impose such conditions as it may deem necessary on the authorised airline in any case where the airline fails to comply with the laws or regulations of the Contracting Party granting the authorisation or otherwise fails to operate in accordance with the conditions prescribed in the present Agreement.

Article IV

Each Contracting Party grants to the designated airline(s) of the other Contracting Party rights of transit and of stops for non-traffic purposes in its territory ; moreover, for the purpose of the establishment of the agreed air services, the designated airline(s) of each Contracting Party will enjoy in the territory of the other Contracting Party on the agreed routes the right to put down and take on passengers, cargo and mail, coming from or destined for points outside that territory.

Article V

(1) Supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores on board an aircraft of the designated airline of one Contracting Party

on arrival in the territory of the other Contracting Party shall be exempt from all national duties and charges including customs duties and inspection fees even though such supplies are used by aircraft on flights in that territory. The goods so exempted shall not be unloaded except with the approval of the Customs Authorities of the other Contracting Party, and if unloaded, shall be kept under customs supervision until required for use of the aircraft on the designated airline or re-exported.

(2) Supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores introduced into or taken on board aircraft of one Contracting Party in the territory of the other Contracting Party by or on behalf of the designated airline of the first Contracting Party for use in the operating of an agreed service shall be exempt from all national duties and charges including customs duties and inspection fees imposed in the territory of the second Contracting Party, even though such supplies are used by such aircraft on flights in that territory.

Article VI

(1) (a) The rates to be charged by the designated air carrier(s) of either Contracting Party on the specified routes or a part thereof shall be those reached through the rate fixing machinery of the International Air Transport Association.

(b) In the absence of such tariffs rates shall be fixed between the designated airlines by mutual agreement subject to approval of the aeronautical authorities of both Contracting Parties.

(c) If the designated airline(s) should fail to agree in fixing the tariffs, the aeronautical authorities of either Contracting Party shall endeavour to fix the appropriate tariffs by mutual consultations.

Article VII

(1) There shall be consultation as necessary between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfillment of the present Agreement.

(2) If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement or its annex it may request consultation between the aeronautical authorities of the two Contracting Parties, and in that event such consultation shall begin within sixty days from the date of the request. Such modification, if agreed between the Contracting Parties, shall enter into force when the Contracting Parties will have notified each other of the ratification or approval of the amendment, according to the constitutional requirements of each Contracting Party.

Article VIII

(1) If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement and/or its annex, the Contracting Parties shall in the first place endeavour to settle it by negotiation between themselves.

(2) If the Contracting Parties fail to reach a settlement by negotiation, they hereby agree to refer the dispute for decision to an arbitral tribunal set up by agreement between them or to the International Court of Justice.

(3) The Contracting Parties undertake to comply with any decision given by said arbitral tribunal or by the International Court of Justice.

(4) If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a decision given under paragraph (2) of this article, the other Contracting Party may limit, withhold or revoke any rights which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline(s) of the Contracting Party in default.

Article IX

The present Agreement shall terminate one year after the date of receipt by one Contracting Party from the other Contracting Party of notice to terminate, unless the notice is withdrawn by agreement before the expiry of this period.

Article X

The present Agreement shall be provisionally applicable from the date of its signature and shall come into force on a date to be laid down in exchange of notes stating that the formalities required by the National Legislation of each Contracting Party have been accomplished.

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

DONE this 29th day of June, A.D., 1962, in two originals at Bonn in the English language.

For the Kingdom
of Norway :

(Signed) Hersleb VOGT

Ambassador extraordinary and Plenipotentiary of the Kingdom of Norway

For the Government
of the Republic of Liberia :

(Signed) Reid P. WILES

Ambassador Extraordinary and Plenipotentiary of the Republic of Liberia

SCHEDULE

- I. *Routes to be served by the designated airline or airlines of the Government of the Kingdom of Norway :*
 - a. points in Norway via intermediate points to points in Liberia and points beyond, in both directions.
- II. *Routes to be served by the designated airline or airlines of the Government of the Republic of Liberia :*
 - a. points in Liberia via intermediate points to points in Norway and points beyond, in both directions.

Points of the routes, specified in this schedule may at option of the airline(s) be omitted on any or all flights.

EXCHANGE OF NOTES

I

Bonn, June 29, 1962

Excellency,

With reference to the Agreement signed today¹ between the Government of the Kingdom of Norway and the Government of the Republic of Liberia, I have the honour to notify you that, in accordance with Article II of the Agreement, the Norwegian Government designates Det Norske Luftfartselskap (DNL) to operate the routes specified in the Schedule attached to the Agreement.

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

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

(2) In so far as Det Norske Luftfartselskap (DNL) 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 Det Norske Luftfartselskap (DNL), and the competent Norwegian authorities and Det Norske Luftfartselskap (DNL) shall accept full responsibility under the Agreement therefor.

I avail etc.

Hersleb VOGT

¹ See p. 96 of this volume.

II

EMBASSY OF LIBERIA

Bonn, June 29, 1962

Excellency,

I have the honour to acknowledge receipt of Your Excellency's Note of today's date which reads as follows :

[See note I]

I have the honour to confirm on behalf of my Government that the same are also the understandings of the Government of Liberia.

I avail myself of this opportunity to renew to Your Excellency the assurances of my high consideration.

(Signed) Reid P. WILES