

No. 11833

**SWEDEN
and
TRINIDAD AND TOBAGO**

Agreement relating to air services (with route schedule and exchange of notes). Signed at Port of Spain on 2 November 1969

Authentic text : English.

Registered by the International Civil Aviation Organization on 7 June 1972.

**SUÈDE
et
TRINITÉ-ET-TOBAGO**

Accord relatif aux services aériens (avec tableau des routes et échange de notes). Signé à Port of Spain le 2 novembre 1969

Texte authentique : anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 7 juin 1972.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF SWEDEN
AND THE GOVERNMENT OF TRINIDAD AND TOBAGO
RELATING TO AIR SERVICES

The Government of Sweden and the Government of Trinidad and Tobago, hereinafter described as the Contracting Parties,

Being parties to the Convention on International Civil Aviation² and the International Air Services Transit Agreement,³ open for signature at Chicago on the seventh day of December, 1944,

Desiring to conclude an Agreement for the purpose of promoting air communications between and beyond their respective territories,

Have agreed upon the following :

Article 1

For the purpose of this Agreement :

(a) the term “ the Convention ” means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any annex adopted under article 90 of that Convention and any amendment of the annexes or the Convention under articles 90 and 94 thereof;

(b) the term “ aeronautical authorities ” means, in the case of the Government of Sweden, the Board of Civil Aviation and in the case of the Government of Trinidad and Tobago, the Minister responsible for the subject of civil aviation, or in both cases any person or body authorized to perform the functions presently exercised by the above-mentioned authorities;

(c) the terms “ territory ”, “ air service ”, “ international air service ”, “ airline ” and “ stop for non-traffic purposes ” have the meanings respectively assigned to them in articles 2 and 96 of the Convention;

(d) the term “ designated airline ” means an airline or airlines which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with article 3 of the present Agreement, for the operation of air services on the specified routes; and

(e) the term “ tariff ” shall be deemed to include all rates, tolls, fares and charges for transportation, and the conditions of carriage, classifications, rules, regulations, practices and services related thereto.

¹ Came into force on 2 November 1969 by signature, in accordance with article 20.

² United Nations, *Treaty Series*, vol. 15, p. 295; for the texts of the Protocols amending this Convention, see vol. 320, pp. 209 and 217; vol. 418, p. 161; vol. 514, p. 209, and vol. 740, p. 21.

³ *Ibid.*, vol. 84, p. 389.

Article 2

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement, for the purpose of establishing scheduled international air services on the routes specified in the annex hereto. Such services and routes are hereafter called "the agreed services" and "the specified routes" respectively.

The airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights :

- (a) to fly without landing across the territory of the other Contracting Party;
- (b) to make stops in the said territory for non-traffic purposes;
- (c) to make stops in the said territory at the points specified for that route in the Annex to the present Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail coming from or destined for the territory of the other Contracting Party or of a third country.

2. Nothing in this article shall be deemed to confer on the airline of one Contracting Party the privileges of taking up in the territory of the other Contracting Party, passengers, cargo and mail destined for another point in the territory of that other Contracting Party.

Article 3

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 the agreed services on the specified routes.

2. On receipt of such designation the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this article, without delay grant to the airline or airlines designated the appropriate operating authorizations.

3. 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 fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph (2) of this article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in article 2, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

5. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of article 9 of the present Agreement is in force in respect of that service.

Article 4

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in article 2 of the present Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights :

- (a) 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 such Contracting Party; or
- (b) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights; or
- (c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

Article 5

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

2. In operating the agreed services, the designated airline of each Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.

3. In the event the designated airlines of the Contracting Parties enter into a pooling arrangement in accordance with chapter XVI of the Convention, either Contracting Party may permit the other Contracting Party to exercise on the specified routes or any part thereof any of the rights exercised by its own designated airline.

4. The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public

for transportation on the specified routes and shall have as their primary objective the provision of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to :

- (a) traffic requirements between the country of origin and the countries of destination;
- (b) traffic requirements of the area through which the airline passes, after taking account of the services established by airlines of the other Contracting Party; and
- (c) the requirements of through airline operation.

5. The schedules of the services shall be submitted for approval to the aeronautical authorities at least thirty (30) days before the date of their entry into force.

Article 6

1. Aircraft operated on international services by the designated airline of either Contracting Party, as well as their regular equipment, supplies of fuel and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2. There shall also be exempt from the same duties and taxes, with the exception of charges corresponding to the service performed :

- (a) aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the authorities of said Contracting Party, and for use on board aircraft engaged in an international service of the other Contracting Party;
- (b) spare parts brought into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airline of the other Contracting Party;
- (c) fuel and lubricants destined to supply aircraft operated on international services by the designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

Materials referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under Customs supervision or control.

Article 7

The regular airborne equipment, as well as the material and supplies retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of such territory. In such cases they may be placed under the supervision of said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

Article 8

Passengers in transit across the territory of either Contracting Party shall be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 9

1. The tariffs to be charged by the designated airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service, and the tariffs of other airlines for the same routes.

2. The tariffs referred to in paragraph (1) of this article shall, if possible, be agreed by the designated airline concerned of both Contracting Parties, in consultation with other airlines operating over the whole or part of the route, and such agreement shall, where possible, be reached through the rate-fixing machinery of IATA.

3. The tariffs so agreed as well as the conditions upon which these tariffs depend and the conditions for any auxiliary functions, which are associated with the applications of these tariffs, shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least thirty (30) days before the proposed date of their introduction : in special cases, this time limit may be reduced, subject to the agreement of the said authorities.

4. If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be fixed in accordance with the provisions of paragraph (2) of this article, or if during the first 15 days of the 30 days' period referred to in paragraph (3) of this article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff agreed in accordance with the provisions of paragraph (2) of this article, the aeronautical authorities of the Contracting Parties shall try after consultation with any other aeronautical authority whose advice they consider useful to determine the tariff by agreement between themselves.

5. If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (3) of this article and on the determination of any tariff under paragraph (4), the dispute shall be settled in accordance with the provisions of article 16 of the present Agreement.

6. Subject to the provisions of paragraph (3) of this article, no tariff shall come into force if the aeronautical authorities of either Contracting Party have not approved it.

7. The tariffs established in accordance with the provisions of this article shall remain in force until new tariffs have been established in accordance with the provisions of this article.

Article 10

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline of the Contracting Party referred to first in this article.

Article 11

Either Contracting Party undertakes to grant the other Party free transfer, at the official rate of exchange, of the excess of receipts over expenditure achieved on its territory in connection with the carriage of passengers, baggage, mail shipments and freight by the designated airline of the other Party. Wherever the payments system between the contracting Parties is governed by a special agreement, this agreement shall apply.

Article 12

In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view of ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the Annexes thereto.

Article 13

1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, it may request consultation with the other Contracting Party; such consultation, which may be between aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days of the date of the request. Any modifications so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes.

2. Modifications to the annex to this Agreement may be made by direct agreement between the competent aeronautical authorities of the Contracting Parties.

Article 14

The present Agreement and its annex will be amended so as to conform with any multilateral convention which may become binding on both Contracting Parties.

Article 15

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article 16

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body, or the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as president of the arbitral body, and shall determine the place where the arbitration shall be held.

3. The Contracting Parties undertake to comply with any decision given under paragraph (2) of this article.

Article 17

Either Contracting Party may by agreement with the other Contracting Party designate a joint aircraft operating agency constituted in accordance with articles 77 and 79 of the Convention.

Article 18

The present Agreement, any amendment to it and any exchange of notes under this Agreement shall be communicated to the International Civil Aviation Organization for registration.

Article 19

The charges imposed by either Contracting Party for the use of airports and air navigation facilities by the aircraft or the designated airline of the other Contracting Party shall not be higher than those paid by its national aircraft operating international services.

Article 20

The present Agreement shall come into force on the date of signature.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Port of Spain, in duplicate in the English language this 2nd November 1969.

For the Government of Sweden :

C. SWARTZ

For the Government of Trinidad and Tobago :

E. E. MAHABIR

Routes to be operated by the designated Airline of Trinidad and Tobago

ROUTE SCHEDULE

Trinidad and Tobago	United Kingdom
Barbados	France
Windward Islands	Belgium
Leeward Islands	Netherlands
French Antilles	Federal Republic of Germany
Portugal	Switzerland
Spain	Scandinavia

The designated airline of one Contracting Party may make stops at points outside the territory of the other Contracting Party which have not been included in this annex, such stops not being regarded as constituting a modification of the annex. However, no commercial rights can be enjoyed by the said airline between such stops and the territory of the other Contracting Party.

Any point in the above-mentioned Route List may at the option of the designated airline be omitted on one or all flights.

Routes to be operated by the designated Airline of Sweden

ROUTE SCHEDULE

Scandinavia	Antigua
Federal Republic of Germany	Barbados
France	Trinidad and Tobago
Netherlands	Colombia
Belgium	Panama
Switzerland	Ecuador
Spain	Peru
Portugal	Chile
West Africa	

The designated airline of one Contracting Party may make stops at points outside the territory of the other Contracting Party which have not been included in this annex, such stops not being regarded as constituting a modification of the annex. However, no commercial rights can be enjoyed by the said airline between such stops and the territory of the other Contracting Party.

Any point in the above-mentioned Route List may at the option of the designated airline be omitted on one or all flights.

EXCHANGE OF NOTES

I

2nd November, 1969

Your Excellency,

With reference to the Agreement between the Government of Trinidad and Tobago and the Government of Sweden for Air Services, signed today, I have the honour to notify Your Excellency that, in accordance with article 3 of the Agreement, the Government of Trinidad and Tobago designate British West Indian Airways to operate the routes specified in the Annex 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. AB Aerotransport (ABA) co-operating with Det Danske Luftfartsselskab A/S (DDL) and Det Norske Luftfartsselskap A/S (DNL) under the designation of Scandinavian Airlines System (SAS) may operate the routes for which it has been designated under the Agreement with aircraft, crews and equipment of either or both of the other two airlines.

2. In so far as AB Aerotransport (ABA) employ 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 AB Aerotransport (ABA) and the competent Swedish authorities and AB Aerotransport (ABA) shall accept full responsibility under the Agreement therefor.

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

Yours faithfully,

E. E. MAHABIR
Minister of Public Utilities

H. E. Mr. Carl Swartz
Ambassador of Sweden
Ministry for Foreign Affairs
Stockholm, Sweden

II

Port of Spain, 2nd November, 1969

Your Excellency,

[The text of note II is identical to the text of the note I]

CARL SWARTZ

H. E. Mr. Errol Mahabir
Minister of Public Utilities
Port of Spain, Trinidad
Trinidad and Tobago