

No. 44697*

**Lithuania
and
Sweden**

Air Services Agreement between the Government of the Republic of Lithuania and the Government of the Kingdom of Sweden (with annexes). Vilnius, 9 September 1993

Entry into force: *9 September 1993 by signature, in accordance with article 22*

Authentic texts: *English*

Registration with the Secretariat of the United Nations: *Lithuania, 5 February 2008*

**Lituanie
et
Suède**

Accord entre le Gouvernement de la République de Lituanie et le Gouvernement du Royaume de Suède relatif aux services aériens (avec annexes). Vilnius, 9 septembre 1993

Entrée en vigueur : *9 septembre 1993 par signature, conformément à l'article 22*

Textes authentiques : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *Lituanie, 5 février 2008*

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[ENGLISH TEXT - TEXTE ANGLAIS]

AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA
AND
THE GOVERNMENT OF THE KINGDOM OF SWEDEN

The Government of the Republic of Lithuania and the Government of the Kingdom of Sweden

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and

Desiring to conclude an Agreement, in conformity with the said Convention, for the purpose of establishing scheduled air services between their respective territories;

Have agreed as follows:

Article 1
Definitions

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, which have been adopted by both Contracting Parties;

(b) the term "aeronautical authorities" means, in the case of the Kingdom of Sweden, the Swedish Civil Aviation Administration and in the case of the Republic of Lithuania, Ministry of Transport, or in both cases any person or authority empowered to perform the functions presently exercised by the above mentioned authorities;

(c) the term "designated airline" means an airline which has been designated and authorized in accordance with Article 3 of this Agreement;

(d) the term "territory", "air services", "international air service", "airline" and "stop for non-traffic purposes" have the meaning laid down in Articles 2 and 96 of the Convention;

(e) "Agreement" means this Agreement, the Annexes attached thereto, and any amendments thereto;

(f) "Annex" means the Annexes to this Agreement or as amended in accordance with the provisions of paragraph 2 of Article 17 of this Agreement. The Annexes form an integral part of this Agreement and all references to the Agreement shall include reference to the Annexes except otherwise provided;

(g) the term "tariff" means the prices to be paid for the carriage of passengers, baggage, and freight and the conditions under which those prices apply, including prices and conditions for other services performed by the carrier in connection with the air transportation, and including remuneration and conditions offered to agencies, but excluding remuneration or conditions for the carriage of mail.

(h) the term "user charge" means a charge made to airlines by the competent authorities for the use of an airport or air navigation facilities for aircraft, their crews, passengers and cargo.

Article 2 Traffic Rights

1. Each Contracting Party grants to the other Contracting Party the following rights for the conduct of international air services by the airline or airlines designated by the other Contracting Party:

- (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 in the Annex to this Agreement for the purpose of taking up and discharging on international traffic in passengers, cargo and mail, separately or in combination.

2. Nothing in paragraph 1 of this Article shall be deemed to confer on a designated airline of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that Contracting Party.

3. The airlines of each Contracting Party, other than those designated under Article 3 of this Agreement shall also enjoy the rights specified in paragraph 1 (a) and (b) of this Article.

Article 3 Designation Of Airlines

1. Each Contracting Party shall have the rights 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, which shall be submitted and confirmed through diplomatic channels, 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 so designated the appropriate operating authorization.

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. (a) The Government of the Kingdom of Sweden shall have the right to refuse, to grant the operating authorization 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 it is not satisfied that effective control of that airline is maintained in Lithuania and that the airline is incorporated and has its principal place of business in Lithuania.

(b) The Government of the Republic of Lithuania shall have the right to refuse to grant the operating authorization 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 it is not satisfied that effective control of that airline is maintained in Sweden and that the airline is incorporated and has its principal place of business in Sweden.

5. When an airline has been so designated and authorized, it may begin to operate the agreed services, provided that the airline complies with all applicable provisions of this Agreement, including those relating to tariffs.

Article 4

Revocation, Suspension And Imposition Of Conditions

1. Each Contracting Party shall have the right to withhold or revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of this 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) (i) in the case of the Government of the Kingdom of Sweden in any case where it is not satisfied that effective control of that airline is maintained in Lithuania and that the airline is incorporated and has its principal place of business in Lithuania;

- (ii) in the case of the Government of the Republic of Lithuania in any case where it is not satisfied that effective control of that airline is maintained in Sweden and that the airline is incorporated and has its principal place of business in Sweden;
- (b) in the case of failure by such airline to comply with the laws or regulations of the Contracting Party granting these rights; or
- (c) in the case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate revocation or suspension of the operating authorization mentioned in paragraph (1) of this Article or imposition of the conditions therein 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 User Charges

1. A Contracting Party shall not impose on the designated airlines of the other Contracting Party user charges higher than those imposed on its own airlines operating between the territories of the Contracting Parties.

Any air navigation facility charge imposed on international traffic performed by airlines licensed by one of the Contracting Parties, shall be reasonably related to the cost of service rendered to the airline concerned, and levied in accordance with the relevant guidelines issued by the International Civil Aviation Organization (ICAO).

2. When operating the agreed services, the same uniform conditions shall apply to the use by the airlines of both Contracting Parties of airports as well as of all other facilities under its control.

3. Each Contracting Party shall encourage consultation on user charges between its competent charging authorities and the airlines using the services and facilities provided by those charging authorities, where practicable through those airlines' representative organizations. Reasonable notice of any proposals for changes in such charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning such charges.

**Article 6
Customs Duties**

1. Aircraft operated on international air services by the designated airlines of either Contracting Party, as well as their regular equipment, supplies of fuels 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 area 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 relieved from the duties, fees, and charges referred to in paragraph (1) of this Article, with the exception of charges based on the cost of the service provided:

- (a) aircraft stores, introduced into or supplied in the territory of a Contracting Party, and taken on board, within reasonable limits, for use on outbound aircraft engaged in an international air service of a designated airline of the other Contracting Party;
- (b) spare parts, including engines introduced into the territory of a Contracting Party for the maintenance or repair of aircraft used in an international air service of a designated airline of the other Contracting Party; and
- (c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Contracting Party for use in an aircraft engaged in an international air service of a designated airline of the other Contracting Party, even when these supplies are to be used on a part of the journey performed over the territory of the Contracting Party in which they are taken on board.

3. Equipment and supplies referred to in paragraphs (1) and (2) of this Article may be required to be kept under the supervision or control of the appropriate authorities.

4. The reliefs provided for by this Article shall also be available in situations where the designated airlines of one Contracting Party have entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraphs (1) and (2) of this Article provided such other airline or airlines similarly enjoy such reliefs from such other Contracting Party.

**Article 7
Storage of Airborne Equipment and Supplies**

The regular airborne equipment, as well as the materials 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 that territory. In such case, they may be placed under the supervision of said authorities up to such time as they are reexported or otherwise disposed of in accordance with customs regulations.

**Article 8
Entry Clearance Regulations**

1. The laws and regulations of one Contracting Party regarding entry, clearance, transit, immigration, passports, customs and quarantine shall be complied with by the designated airline or airlines of the other Contracting Party and by or on behalf of its crew, passengers, cargo and mail, upon transit of, admission to, departure from, and while within the territory of such a Contracting Party.

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

**Article 9
Capacity Provisions**

1. There shall be fair and equal opportunity for the designated airlines of each Contracting Party to operate air services on any route specified in the Annex to this Agreement.

2. In the operation of the agreed services on the routes specified in the Annex to this Agreement the designated airlines of either Contracting Party shall take into account the interests of the designated airline or airlines of the other Contracting Party so as not to affect unduly the air services which the latter airline or airlines operate.

3. The agreed services provided by a designated airline shall retain as their primary objective the provision of capacity adequate to current and reasonably anticipated requirements for the carriage of passengers, mail and freight, coming from or destined for the territory of the Contracting Party designating the airline.

**Article 10
Tariffs**

1. The tariffs to be charged by the designated airline(s) of one Contracting Party for the 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 and characteristics of services such as standards of speed and class of service, and the tariffs of other airlines.

2. The tariffs referred to in paragraph 1 of this Article may be agreed upon by the designated airlines of both Contracting Parties. Agreements may, if possible, be reached through consultations with other airlines operating over the whole or part of the same route. However, the designated airlines shall not be precluded from filing, nor the aeronautical authorities of the Contracting Parties from approving, any tariffs, if that airline has failed to obtain the agreement of the other designated airlines to such tariffs, or because no other designated airline is operating on the same route.

3. The tariffs proposed by a designated airline of one Contracting Party for carriage to and from the area of the other Contracting Party shall be submitted for approval by the aeronautical authorities of the Contracting Parties in such form as the aeronautical authorities of the Contracting Party may separately require. They shall be submitted for approval at least thirty (30) days (or such shorter period as the aeronautical authorities of the Contracting Parties may agree) before the proposed date of introduction; in special cases this time limit may be reduced, subject to the consent of the said authorities. The proposed tariffs shall be treated as having been filed with the aeronautical authorities of a Contracting Party on the date on which it is received by those aeronautical authorities.

4. No tariffs shall come into force unless the aeronautical authorities of both Contracting Parties have approved of them. Any proposed tariff filed in accordance with paragraph 3 of this Article shall be deemed to have been approved by the aeronautical authorities of that Contracting Party unless within the first twenty-one (21) days of the thirty (30) days period referred to in paragraph 3 of this Article, the aeronautical authorities of one Contracting Party give the aeronautical authorities of the other Contracting Party notice of their disapproval of any tariff.

5. If a notice of disapproval is given in accordance with the provisions of paragraph (4) of this Article the aeronautical authorities of the Contracting Parties shall endeavour to agree upon the tariffs. For this purpose, one Contracting Party may, within 30 days of the service of the notice of disapproval, request consultations between the aeronautical authorities of the Contracting Parties which shall be held within 30 days from the date the other Contracting Party receives such request in writing.

6. If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph 3 above or on the determination of any tariff under paragraph 5 above, the dispute shall be settled in accordance with the provisions of Article 19 of this Agreement.

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.

In approving tariffs, the aeronautical authorities of a Contracting Party may, however, attach to their approval such expiry dates, as they consider appropriate. Where a tariff has an expiry date, it shall remain in force until the due expiry date, unless withdrawn by the airline or airlines concerned with the approval of the aeronautical authorities of both Contracting Parties, or unless a replacement tariff is filed and approved prior to the expiry date.

When a tariff has been approved without an expiry date, and where no new tariff has been filed and approved, this tariff shall remain in force, until the aeronautical authorities of either Contracting Party gives notice terminating its approval. Such notice shall be given at least 90 days before the intended expiry date of the tariff. The aeronautical authorities of the other Contracting Party may, within 30 days of receipt of the said notice, request consultations between the aeronautical authorities of the Contracting Parties for the purpose of jointly determining a replacement tariff. Such consultations shall be held within 30 days from the date the other Contracting Party receives such request in writing.

8. Without prejudice to the application of the provisions of the Air Services Agreement the designated airlines shall be allowed to match (i.e. in price level, conditions, and expiry date) any tariff duly approved and applied by a designated airline of one of the Contracting Parties on a specified route between the Republic of Lithuania and the Kingdom of Sweden, provided that the matching fare is to be applied on the same specified route or on an alternative routing which does not exceed the distance along the said specified route by more than 20 per cent.

9. The aeronautical authorities of both Contracting Parties shall endeavour to ensure that (A) the tariffs charged and collected conform to the tariffs accepted by both aeronautical authorities and (B) no airline rebates any portion of such tariffs by any means, directly or indirectly.

**Article 11
Financial Provisions**

1. The designated airline or airlines of one Contracting Party shall on demand - subject to the right of the other Contracting Party to exercise equitably and in good faith and on a non-discriminatory basis, the powers conferred by its laws - have the right to convert and remit from the other Contracting Party local revenues in excess of sums locally disbursed.

2. The conversion and remittance of such revenues shall be effected on the basis of the official exchange rates for current payments, or where there are no official exchange rates, at the prevailing foreign exchange market rates for current payments, and shall not be subject to any charges except those normally made by banks for carrying out such conversion and remittance.

3. Whenever the payments system between Contracting Parties is governed by a special agreement, such agreement shall apply.

**Article 12
Exchange of Statistics**

The aeronautical authorities of either Contracting Party shall, on request, provide to the aeronautical authorities of the other Contracting Party 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 or airlines of the first Contracting Party.

Such statements shall include all information required to determine the amount of traffic carried by the airline or airlines on the agreed services.

**Article 13
Airline representation**

1. The designated airline or airlines of one Contracting Party shall be entitled, in accordance with the laws and regulations relating to entry, residence and employment of the other Contracting Party, to bring in and maintain in the territory of the other Contracting Party those of their own managerial, technical, operational and other specialist staff who are required for the provision of air services.

2. The designated airline or airlines of each Contracting Party shall have the right to engage in the sale of air transportation in the area of the other Contracting Party, either directly or through agents. The Contracting Parties shall not restrict the right of the designated airlines of each Contracting Party to sell, and of any person to purchase, such transportation in local currency or in any freely convertible currency.

Article 14
Approval of Flight Schedules

The airline or airlines designated by one Contracting Party shall submit its or their traffic programme for approval to the aeronautical authorities of the other Contracting Party at least thirty (30) days prior to the beginning of the operation. The programme shall include in particular the timetables, the frequency of the services, and the types of aircraft to be used.

Each alteration made at a later date shall be communicated to the aeronautical authorities for approval.

Article 15
Aviation Security

1. Each Contracting Party reaffirms that its obligation to the other Contracting Party to protect the security of civil aviation against unlawful interference forms an integral part of this Agreement. Each Contracting Party shall in particular act conformity with the aviation security provisions of "the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September, 1963", "the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December, 1970", "the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September, 1971" and "Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on 23 September 1971, signed at Montreal on 24 February 1988".

2. Each Contracting Party shall be provided at its request with all necessary assistance by the other Contracting Party to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

3. The Contracting Parties shall, in their mutual relations, act in conformity with the applicable aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation, opened for signature at Chicago on 7 December, 1944. Each Contracting Party shall require that operators of aircraft of its registry or operators of aircraft having their principal place of business or permanent residence in its area, and the operators of airports in its area, act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that operators of aircraft may be required to observe the aviation security provisions referred to in paragraph (3) of this Article required by the other Contracting Party for entry into, departure from, or while within the area of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its area to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo, mail and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, each Contracting Party shall assist the other Contracting Party by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

Article 16 Consultations

1. 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 to ensuring the implementation of and satisfactory compliance with the provisions of this Agreement and of its Annexes.

2. Either Contracting Party may request consultations, which may be through discussion or by correspondence and shall begin within a period of ninety (90) days of the date of receipt of the request, unless otherwise agreed by the Contracting Parties.

Article 17 Amendments

1. If either of the Contracting Parties considers it desirable to modify any provision of this 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 ninety (90) days of the date of the receipt of the request, unless otherwise agreed by the Contracting Parties. Any modifications so agreed shall come into force when approved in accordance with the constitutional requirements of both Contracting Parties and as confirmed by an exchange of diplomatic notes.

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

Article 18
Conformity with Multilateral Conventions

If a general Multilateral Air Convention comes into force in respect of both Contracting Parties, the provisions of such agreement shall prevail.

Consultations in accordance with Article 16 of this Agreement may be held with a view to determining the extent to which this Agreement is affected by the provisions of the Multilateral Convention.

Article 19
Settlement of Disputes

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this 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 of the dispute by negotiation, they may agree to refer the dispute for decision to an arbitrator, 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 all cases, the third arbitrator shall be national of a third State, shall act as president of the tribunal, and shall determine the place, where arbitration will be held. If the President considers that he is a national of a State which cannot be regarded as neutral in relation to the dispute, the most Senior Vice-President who is not disqualified on that ground shall make the appointment. The Arbitral Tribunal shall reach its decision by a majority of votes.

3. The expenses of the Tribunal shall be shared equally between the Contracting Parties.

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

5. If and so long as either Contracting Party fails to comply with any decision under paragraph 2 of this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default or to the designated airline or airlines in default.

Article 20
Termination

This Agreement remains in force for an unlimited period of time.

Either Contracting Party may however at any time give notice in writing to the other Contracting Party of its decision to terminate this 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 21
Registration

This Agreement and its Annexes and any subsequent amendment thereto shall be registered with the International Civil Aviation Organization.

Article 22
Entry into Force

This Agreement will enter into force from the date of signature.

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done, in duplicate, at *Vilnius* ... this *09.09*
in the English language.

FOR THE GOVERNMENT OF
THE REPUBLIC OF LITHUANIA

..... *[Signature]*

FOR THE GOVERNMENT OF THE
KINGDOM OF SWEDEN

..... *[Signature]*

A N N E X A

1. Routes to be operated by the designated airline or airlines of the Government of the Republic of Lithuania:

Column 1	Column 2
Points in Lithuania	Stockholm and two more points in the territory of Sweden

2. Nothing will prevent a designated airline of either Contracting Party to serve other points than those specified in this Annex provided that no commercial rights are exercised between those points and the territory of the other Contracting Party.

A N N E X B

1. Routes to be operated by the designated airline or airlines of the Government of the Kingdom of Sweden:

Column 1	Column 2
Points in Sweden	Vilnius and two more points in the territory of Lithuania

2. Nothing will prevent a designated airline of either Contracting Party to serve other points than those specified in this Annex provided that no commercial rights are exercised between those points and the territory of the other Contracting Party.


