Red you The forike Shal ind her

AGREED MINUTES

A Delegation of the Government of the Republic of Uzbekistan and a Joint Delegation of the Governments of three Scandinavian countries (the Kingdom of Norway, the Kingdom of Denmark and the Kingdom of Sweden) met in Tashkent on 19-22 April, 1994 for the purpose of discussing and establishing the basis for future orderly development and promotion of air transport between Uzbekistan and these countries, aimed at strengthening the economic and cultural relations between the countries and their peoples.

The discussions were held in a friendly and cordial atmosphere. The List of Delegations is given in Appendix "A".

- 1. The Delegations initialled the text of the Air Services Agreements (the Agreements) in the English language attached hereto as Appendix "B". The Norwegian, Danish, Swedish and Uzbek versions of the Agreements, being used likewise as official texts for the formalization of the Bilateral Agreements, will be prepared by each Contracting Party in due time and upon completion of these formal requirements, the Agreements shall be signed at a venue and a date to be determined at a later stage through the appropriate channels.
- 2. Recognizing that completion of the formalities for signature and definitive entry into force of the Agreements may require some time, both Delegations agreed that they give immediate practical effect to the ad referendum Agreements to the extent possible under national law, pending the definitive entry into force of the Agreements.
- 3. It was agreed between the Delegations that it was desirable to conclude agreements for the avoidance of double taxation between the Contracting Parties before air services were to start, and that such agreements in relation to air services were to be based on the following principles:
- (a) income and profits from the operation of aircraft in international traffic shall be taxable only in the State in which the place of effective management of the enterprise is situated;
- (b) gains from the lease of aircraft operated in international traffic shall be taxable only in the State in which the place of effective management of the Lessor is situated;

3/5 Trafikmin. 5. Kontor
J.nr. 1993-1314/L081-138
Dok. 40 B.

List of Delegations

1.	Delegation of the Scandinavian Countries	
1.1	Mrs. Karin M. Bruzelius Secretary General Ministry of Transport and Communications Norway Head of	Delegation
1.2	Mr. Pierre Chauvin Head of Division, Ministry of Transport and Communications Norway	Member
1.3	Ms. Turid B. R. Eusebio Senior Executive Officer Ministry of Foreign Affairs Norway	Member
1.4	Mr. Ole M. Rambech Director Air Transport Policy Division Civil Aviation Administration Norway	Member
1.5	Mr. Kim Flenskov Head of Section, Ministry of Transport <u>Denmark</u>	Member
1.6	Mr. Lars Osterberg Head of Section, Ministry of Transport and Communications Sweden	Member
1.7	Mr. Kalle Keldusild Head of Section, Civil Aviation Administration Sweden	Member
1.8	Mrs. Anna Gillstrom Senior Manager Foreign Affairs Scandinavian Airlines System	Member
1.9	Mr. Lars Hogsta General Manager SAS in CIS	Member

Kin

AGREEMENT

between

The Government of the Kingdom of Norway

and

The Government of the Republic of Uzbekistan

relating to Air Services

Ku3

OK.

The Government of the Kingdom of Norway and the Government of the Republic of Uzbekistan, hereinafter referred to as the "Contracting Parties",

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 main purpose of establishing scheduled air services between and beyond their respective territories;

Have agreed as follows:

01

king

The Government of the Kingdom of Sweden and the Government of the Republic of Uzbekistan, hereinafter referred to as the "Contracting Parties",

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 main purpose of establishing scheduled air services between and beyond their respective territories;

Have agreed as follows:

Do

H

Definitions

For the purpose of this Agreement:

- (a) "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 of the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;
- (b) the term "aeronautical authorities" means, in the case of the Kingdom of Denmark, The Ministry of Transport; and in the case of the Republic of Uzbekistan, the Director General 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 term "designated airline" means an airline which has been designated in accordance with Article 3 of this Agreement;
- (d) the terms "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 Annex attached thereto, and any amendments thereto;
- (f) 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;
- (g) the term "user charges" 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.

ar

R

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 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 within 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.

Qi-

KUY

H)

Designation of Airline

- 1. Each Contracting Party shall have the right to designate in writing to the other Contacting Party one or more airlines for the purpose of operating the agreed services on the specified routes and to withdraw or alter such designations.
- 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 designated airline or airlines 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. a) The Government of the Kingdom of Denmark 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 Uzbekistan and that the airline is incorporated and has its principal place of business in Uzbekistan.
 - b) The Government of the Republic of Uzbekistan 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 Denmark and that the airline is incorporated and has its principal place of business in Denmark.
- 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.

Di

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 deems necessary, on the exercise of these rights:
- a) (i) in the case of the Government of the Kingdom of Norway, in any case where it is not satisfied that effective control of the airline is maintained in Uzbekistan and that the airline is incorporated and has its principal place of business in Uzbekistan.
 - (ii) in the case of the Government of the Republic of Uzbekistan, in any case where it is not satisfied that effective control of that airline is maintained in Norway and that the airline is incorporated and has its principal place of business in Norway.
- (b) in the case of failure by that airline to comply with the laws and regulations of the Contracting Party granting these rights; or
- (c) in the case that 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 and regulations, such right shall be exercised only after consultation with the other Contracting Party.

In this case consultations shall be held within thirty (30) days from the date the other Contracting Party receives such request in writing.

Do

Kin

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 deems 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 the airline is maintained in Uzbekistan and that the airline is incorporated and has its principal place of business in Uzbekistan.
 - (ii) in the case of the Government of the Republic of Uzbekistan, 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 that airline to comply with the laws and regulations of the Contracting Party granting these rights; or
- (c) in the case that 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 and regulations, such right shall be exercised only after consultation with the other Contracting Party.

In this case consultations shall be held within thirty (30) days from the date the other Contracting Party receives such request in writing.

(Qi

4

Customs Duties

- 1. Aircraft operated on international air services by the designated airline or 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 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. With the exception of charges based on the cost of the service provided, the following items shall also be exempt from the duties, fees and charges referred to in paragraph 1 of this Article:
- 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 exemptions 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 exemptions from the other Contracting Party.

ar

KIR HS

Entry Clearance Regulations

- Passengers, baggage and cargo 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.
- The laws and regulations of one Contracting Party regarding entry, clearance, 2. 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.



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.

QF

JUD HT

R

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. In approving tariffs, the aeronautical authorities of a Contracting Party may attach to their approval such terminal dates as they consider appropriate. Where a tariff has a terminal date, it shall remain in force until the due terminal 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 terminal date.

When a tariff has been approved without a terminal 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 terminal 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.

- 7. If a tariff has been disapproved by the aeronautical authorities of a Contracting Party in accordance with paragraph (4) of this Article, and if the aeronautical authorities of the Contracting Parties have been unable jointly to determine a tariff in accordance with paragraphs (5) and (6) of this Article, the dispute may be settled in accordance with the provisions of Article 16 of this Agreement.
- 8. The designated airlines of the Contracting Parties shall be allowed to match (i.e. price level, conditions and expiry date) any tariff duly approved and applied by a designated airline of one of the Contracting Parties for travel between the same citypair(s) on a route between the Contracting Parties.

OF

KIND

Airline Representation

- 1. Each Contracting Party grants to the designated airline or airlines of the other Contracting Party, on the basis of reciprocity, the right to maintain in its territory their representatives including office, administrative, commercial and technical personnel as may be necessary for the requirements of the designated airline or airlines concerned.
- 2. The designated airlines of both Contracting Parties shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party, either directly or through agents. The Contracting Parties shall not restrict the right of the designated airline or airlines of each Contracting Party to sell, and of any person to purchase, such transportation in local or in any freely convertible currency. Each Contracting Party grants to the designated airline or airlines of the other Contracting Party, subject to national laws and regulations, the right to pay in local or in any freely convertible currency their locally incurred costs.

OF.

KIS H

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 in 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 territory, and the operators of airports in its territory, 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 territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory 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

00

KIS

N)

Consultation

Either Contacting Party may at any time request consultations on the implementation, interpretation or application of this Agreement or compliance with the Agreement. Such consultations, which may be between aeronautical authorities, shall begin within a period of sixty (60) days from the date the other Contracting Party receives a written request, unless otherwise agreed by the Contracting Parties.

On

US H

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 a national of a third State, shall act as president of the tribunal, and shall determine the place, where the 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.

SA

KWS

1

Termination

Either Contracting Party may at any time give notice 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.

10

Entry into Force

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

The Agreement between the Government of the Kingdom of Denmark and the Government of the Union of Soviet Socialist Republics concerning Air Services, done at Moscow on 31 March, 1956, together with all subsequent amendments, protocols, memoranda and annexes is not in force between Denmark and Uzbekistan.

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

Done at on in duplicate in Danish, Uzbek and English languages, all three texts being equally authentic.

In case any difference in interpretation of this Agreement arises, the English text shall prevail.

For the Government of the Kingdom of Denmark

For the Government of the Republic of Uzbekistan

ANNEX

Section 1

Routes to be operated in both directions by the designated airline or airlines of the Republic of Uzbekistan:

Points in Uzbekistan -- intermediate points -- points in Norway -- points beyond

Section 2

Routes to be operated in both directions by the designated airline or airlines of the Kingdom of Norway:

Points in Norway -- intermediate points -- points in Uzbekistan -- points beyond

Notes:

- 1. The designated airline or airlines of each Contracting Party may on any or all flights omit calling at any of the intermediate and/or beyond points mentioned above provided that the agreed services on the route begins or ends in the territory of the Contracting Party which has designated the airline.
- 2. The designated airline or airlines of each Contracting Party may select any intermediate and/or beyond points at its own choice and may change its selection in the next IATA time-table period on condition that no traffic rights are exercised between those points and the territory of the other Contracting Party.

450

XIII

ANNEX

Section 1

Routes to be operated in both directions by the designated airline or airlines of the Republic of Uzbekistan:

Points in Uzbekistan -- intermediate points -- points in Sweden -- points beyond

Section 2

Routes to be operated in both directions by the designated airline or airlines of the Kingdom of Sweden:

Points in Sweden -- intermediate points -- points in Uzbekistan -- points beyond

Notes:

- 1. The designated airline or airlines of each Contracting Party may on any or all flights omit calling at any of the intermediate and/or beyond points mentioned above provided that the agreed services on the route begins or ends in the territory of the Contracting Party which has designated the airline.
- 2. The designated airline or airlines of each Contracting Party may select any intermediate and/or beyond points at its own choice and may change its selection in the next IATA time-table period on condition that no traffic rights are exercised between those points and the territory of the other Contracting Party.



15

Your Excellency,

On behalf of my Government I have the honour to simultaneously acknowledge the notification given by the Government of the Kingdom of Norway in a Note of today's date of your Government's corresponding designation of Det Norske Luftfartsselskap A/S (DNL).

I have further the honour to advise you that the Government of the Republic of Uzbekistan is prepared to accept the understanding set forth in Your Note concerning the designation of Det Norske Luftfartsselskap A/S (DNL).

I would further advise you that the Government of the Republic of Uzbekistan acknowledges the Danish and Swedish participation in the Scandinavian Airlines System (SAS) as equivalent to Norwegian participation for the purpose of meeting the requirements of effective control and incorporation and principal place of business under Article 3 of the Agreement.

Please accept, Your Excellency, the renewed assurances of my highest consideration.



King

Your Excellency,

On behalf of my Government I have the honour to simultaneously acknowledge the notification given by the Government of the Kingdom of Denmark in a Note of today's date of your Government's corresponding designation of Det Danske Luftfartselskab A/S (DDL).

I have further the honour to advise you that the Government of the Republic of Uzbekistan is prepared to accept the understanding set forth in Your Note concerning the designation of Det Danske Luftfartselskab A/S (DDL).

I would further advise you that the Government of the Republic of Uzbekistan acknowledges the Norwegian and Swedish participation in the Scandinavian Airlines System (SAS) as equivalent to Danish participation for the purpose of meeting the requirements of effective control and incorporation and principal place of business under Article 3 of the Agreement.

Please accept, Your Excellency, the renewed assurances of my highest consideration.

W.

Your Excellency,

On behalf of my Government I have the honour to simultaneously acknowledge the notification given by the Government of the Kingdom of Sweden in a Note of today's date of your Government's corresponding designation of AB Aerotransport (ABA).

I have further the honour to advise you that the Government of the Republic of Uzbekistan is prepared to accept the understanding set forth in Your Note concerning the designation of AB Aerotransport (ABA).

I would further advise you that the Government of the Republic of Uzbekistan acknowledges the Norwegian and Danish participation in the Scandinavian Airlines System (SAS) as equivalent to Sedish participation for the purpose of meeting the requirements of effective control and incorporation and principal place of business under Article 3 of the Agreement.

Please accept, Your Excellency, the renewed assurances of my highest consideration.

42

H