

AGREED MINUTES
BETWEEN
THE ISLAMIC REPUBLIC OF IRAN
AND
DENMARK AND SWEDEN

1. A delegation jointly representing the Governments of Denmark and Sweden, and a delegation representing the Government of the Islamic Republic of Iran, met on 4 and 5 September 2018 in Copenhagen to discuss their civil aviation relations.
2. The Iranian delegation was led by Mr. Morteza Dehghan, Vice President for Aeronautical and International Affairs of the Civil Aviation Organization of the I.R. Iran, and the Danish/Swedish was led by Mr. Lars Korsholm, Head of Division at the Danish Transport, Construction and Housing Authority.
3. The list of the two delegations is attached as Attachment A.
4. The talks were held in a friendly and cordial atmosphere.
5. The delegations discussed and initialed new Air Services Agreements (Attachments B and C), and agreed, inter alia, the following;
 - a. The delegations agreed for the designated airlines of each contracting party to operate up to 14 (fourteen) weekly frequencies in both directions on the specified routes. As regards cargo services, no frequency limitations should apply. The tentative agreement on frequencies is subject to government approval as appropriate.
 - b. The delegation representing the Islamic Republic of Iran expressed its willingness to negotiate a bilateral Air Services Agreement with Norway, when appropriate, and will be prepared to offer Norway 14 (fourteen) weekly frequencies in both directions on a reciprocal basis.
 - c. Considering that the entry into force of the initialed Agreements may require some time, the delegations agreed that they would, on an administrative basis, give immediate practical effect to the initialed Agreements, pending their entry into force, to the extent possible under national law.
 - d. Notwithstanding Article 20 (of the initialed Agreements) the delegations agreed that the designations of 1975 and 1976 of Iran Air and SAS respectively and of Mahan Air shall continue to apply.

Done at Copenhagen on 5 September 2018 (corresponding to 14 Shahrivar 1397)

For the delegation of Denmark
and Sweden



Lars Korsholm

For the delegation of the Islamic
Republic of Iran



Morteza Dehghan

THE DANISH/SWEDISH DELEGATION

Mr Lars Korsholm,

Head of Division, Centre for Market and Public Transport
Danish Transport, Construction and Housing Authority (Danish CAA)
DENMARK

Mr Andreas Højgaard Kavalaris

Head of Section
Danish Transport, Construction and Housing Authority (Danish CAA)
DENMARK

Mr Lasse Kindberg

Head of Section
Danish Transport, Construction and Housing Authority (Danish CAA)
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Ms Linnéa Lundström

Deputy Director
Ministry of Enterprise and Innovation
SWEDEN

Mr Lars Österberg

Senior Advisor
Ministry of Enterprise and Innovation
SWEDEN

Ms Elin Roos

Head of Market Regulation Section
Swedish Transport Agency
SWEDEN

Mr Jean-Marie Skoglund

Senior Advisor
Swedish Transport Agency
SWEDEN

THE IRANIAN DELEGATION

Mr Morteza Dehghan

Vice President for Aeronautical & International Affairs
Civil Aviation Organization of Islamic Republic of Iran
IRAN

Mr Mehdi Zand

Chief Expert, International Air Services Agreements
Civil Aviation Organization of Islamic Republic of Iran
IRAN

Mr Ramin Amintinat

Senior Expert, International Affairs
Civil Aviation Organization of Islamic Republic of Iran
IRAN

Mr Kamal Zarei

Representative
The Ministry of Foreign Affairs of I.R. Iran
IRAN

Mr Jamshid Fathalinejad

Senior Advisor
Embassy of the Islamic Republic of Iran
IRAN

Attachment B

AIR SERVICES AGREEMENT

BETWEEN

**THE GOVERNMENT OF THE ISLAMIC
REPUBLIC OF IRAN**

AND

**THE GOVERNMENT OF THE KINGDOM OF
*DENMARK/SWEDEN***

Denholm

UK

PREAMBLE

The Government of the Islamic Republic of Iran and
the Government of the Kingdom of *Denmark/Sweden*,

being parties to the Convention on International Civil
Aviation opened for signature at Chicago on the
seventh day of December, 1944 (16/09/1323),

hereinafter referred to as "the Contracting Parties";

in order to establish and operate scheduled air services
between and beyond their respective territories;

have agreed as follows:

ARTICLE 1 DEFINITIONS

1. For the purpose of this Agreement:
 - A. The term "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago, on the seventh day of December 1944 (16/09/1323) and includes its amendments adopted under Article 94 of that Convention and have become effective for both Contracting Parties and the Annexes of Convention and their amendments adopted under Articles 90 thereof and have become effective for both Contracting Parties.
 - B. The term "aeronautical authorities "means in the case of the Islamic Republic of Iran, the Civil Aviation Organization and any person or body authorized to perform any functions at present exercised by the said Organization, and in the case of the Government of the Kingdom of *Denmark, the Danish Transport, Construction and Housing Authority/Sweden, the Swedish Transport Agency*, and any person or body authorized to perform any functions at present exercised by the said Organization.
 - C. The term "designated airlines "means one or more airlines which have been designated and

authorized in accordance with the provisions of Article 3 of this Agreement.

- D. The term "capacity" in relation to an aircraft means the payload of that aircraft available on a route or section of a route and the term "capacity" in relation to "an agreed service" means the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period on a route or section of a route.
- E. The term "territory" in relation to either Contracting Party means land and water areas under the sovereignty of that Party and includes air space above it.
- F. The terms "air service", "international air service", "airline", "stop for non-traffic purpose" shall have the meaning respectively assigned to them in Article 96 of the Convention.
- G. The term "tariff" means the prices to be paid for the carriage of passengers, baggage, cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services excluding remuneration and conditions for the carriage of mail.
- H. The term "Agreement" means this Agreement, its Annex and any amendments thereto;

- I. The term "Annex" means the Annex to this Agreement or as amended in accordance with the provisions of paragraph 2 of Article 15 of this Agreement. The Annex forms an integral part of this Agreement and all references to the Agreement include the Annex unless otherwise stated;

 - J. The term "user charge" means a charge made to airlines by the competent authorities or permitted by them to be made for the provision of airport property or facilities or of air navigation facilities, including related services and facilities, for aircraft, their crew, passengers and cargo; and
2. References in this Agreement to airlines of *Denmark/Sweden* shall be understood as referring to airlines designated by *Denmark/Sweden*.

ARTICLE 2
GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the following rights for the conduct of scheduled international air services by the designated airlines of 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; and
 - c) to make stops in the said territory at points specified in the route schedule annexed to this Agreement for the purpose of putting down and taking on in international traffic passengers, cargo and mail, separately or in combination.

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

3. The exercise of traffic rights on intermediate and beyond points specified in the routes schedule annexed to this Agreement is subject to approval of both aeronautical authorities.

4. Nothing in the provisions of this Agreement shall be deemed to confer on the airline of one Contracting Party the right to take on, 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 the other Contracting Party.
5. In areas of hostilities or of military occupation, or areas affected thereby, the operation of services referred to this Article shall be subject to the approval of the respective competent authorities.

ARTICLE 3
DESIGNATION AND AUTHORIZATIONS OF
AIRLINES

1. Each Contracting Party shall have the right to designate by a written notification to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes and to withdraw or alter any designation.
2. On receipt of such notification referred to in paragraph 1- above, the competent authorities of the other Contracting Party shall grant with minimum procedural delay to the airline designated the appropriate authorisation, provided:

a) in the case of an airline designated by
Denmark/Sweden:

- i. it is established in the territory of
Denmark/Sweden under the EU
Treaties, and has a valid Operating
Licence in accordance with European
Union law; and
- ii. effective regulatory control of the
airline is exercised and maintained by
the European Union Member State
responsible for issuing its Air
Operator's Certificate and the
relevant aeronautical authority is
clearly identified in the designation;
- iii. the airline is owned, directly or
through majority ownership, and it is
effectively controlled by Member
States of the European Union or the
European Free Trade Association or
by nationals of such states;

b) in the case of an designated by the Islamic
Republic of Iran

- i. it is established in the territory of the
Islamic Republic of Iran and has a valid
Operating Licence in accordance with
the applicable law of the Islamic
Republic of Iran; and

- ii. The Islamic Republic of Iran exercises and maintains effective regulatory control of the airline and is responsible for issuing its Air Operator's Certificate; and
 - iii. the airline is owned, directly or through majority ownership, and is effectively controlled by the Islamic Republic of Iran or by its nationals;
 - c) the designated airlines is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party considering the application or applications.
3. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations, normally applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.
4. At any time after the receipt of the authorisation referred to in paragraph 2 above, the designated airline may begin to operate the agreed services.

ARTICLE 4
SUSPENSION AND REVOCATION

1. Each Contracting Party shall have the right to revoke an operating authorisation 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; where:

a) in the case of an airline designated by *Denmark/Sweden*:

- (i) it is not established in the territory of *Denmark/Sweden* under the EU Treaties, or does not have a valid Operating Licence in accordance with European Union law; or
- (ii) effective regulatory control of the airline is not exercised or not maintained by the European Union Member State responsible for issuing its Air Operator's Certificate or the relevant aeronautical authority is not clearly identified in the designation;
- (iii) the airline is not owned, directly or through majority ownership, and it is not effectively controlled by Member States of the European Union or the European Free Trade Association or by nationals of such states;

- b) in the case of an airline designated by the Islamic Republic of Iran:
 - i. it is not established in the territory of the Islamic Republic of Iran or does not have a valid Operating Licence in accordance with the applicable law of the Islamic Republic of Iran; or
 - ii. effective regulatory control of the airline is not exercised by the Islamic Republic of Iran or the Islamic Republic of Iran is not responsible for issuing its Air Operator's Certificate;
 - iii. the airline is not owned, directly or through majority ownership, and is not effectively controlled by the Islamic Republic of Iran or by its nationals;

or

- c) that airline fails to comply with the laws and regulations of the Contracting Party granting these rights.
- d) The airline otherwise fails to operate in accordance with the provisions of 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

consultations with the other Contracting Party. The consultations shall begin as soon as possible after the request for consultations is received.

ARTICLE 5
APPLICABILITY OF LAWS AND
REGULATIONS

1. The laws and regulations of each Contracting Party relating to entry into or departure from its territory of aircraft engaged in international air navigation as well as operation and navigation of such aircraft above or within its territory shall apply to aircraft of the designated airlines of the other Contracting Party.
2. The laws and regulations of each Contracting Party governing entry into, sojourn in, and departure of passengers, crew, cargo or mail from its territory, such as entry, exit, clearance, transit, passports, quarantine and immigration, as well as customs and sanitary measures shall apply to passengers, crew, cargo or mail carried by the aircraft of the designated airlines of the other Contracting Party while they are within the said territory.
3. Each Contracting Party shall, upon request, supply to the other Contracting Party copies of the relevant laws and regulations referred to in this Article.

ARTICLE 6
AIRLINE REPRESENTATION AND
TRANSFER OF EARNINGS

1. The designated airlines of a Contracting Party shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party. The designated airlines of each Contracting Party shall have the right to establish and maintain its own agency and office in the territory of the other Contracting Party and appoint its general or general sales agent. Appointment of a general or general sales agent shall be in accordance with the laws and regulations of the other Contracting Party.

2. Each designated airline shall have the right to convert and remit to its country on demand local revenues in excess of sums locally disbursed. Transfer of revenues earned by the designated airlines of each Contracting Party shall be made in accordance with the foreign exchange regulations of the other Contracting Party after the deduction of expenditures. The Contracting Parties shall do everything in their power to facilitate the transfer of such revenues earned by the designated airlines of the service provided for in this agreement.

ARTICLE 7
EXEMPTION FROM CUSTOMS AND OTHER
DUTIES

1. Aircraft of the designated airliness of one Contracting Party operating international services, and supplies of fuel, lubricating oils, other consumable technical supplies, spare parts, regular equipment, and stores retained on board such aircraft of the airline of one Contracting Party authorized to operate the routes and services provided for in this agreement shall, upon arriving in or leaving the territory of the other Contracting Party, be exempted, on the basis of reciprocity, from custom duties, inspection fees and other similar national or local charges and duties, even though such supplies be used or consumed by such aircraft on flights above that territory.

2. Fuel, lubricating oils, consumable technical supplies, spare parts, regular equipment, and stores entered into the territory of the other Contracting Party by one Contracting Party or its nationals, and intended solely for use by aircraft of designated airlines of such Contracting Party shall be exempted, on the basis of reciprocity, from customs duties, inspection fees and other national or local charges and duties.

3. Fuel, lubricants and other consumable technical supplies taken on board the aircraft of any designated airlines of either Contracting Party in the territory of the other Contracting Party and used in international air services shall be exempt from the custom duties and other charges mentioned in paragraph 1 above, as well as from any other further-reaching special consumption charges.
4. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of the designated airlines of each Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that Contracting Party. In such a case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.
5. Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose, shall only be subject to a simplified control. Baggage and cargo on direct transit shall be exempt from customs duties and any taxes.
6. The exemptions provided for by this Article shall also apply in situations where a designated airline of one Contracting Party has entered into arrangements with other

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 airlines similarly enjoy such exemptions from the other Contracting Party.

7. Notwithstanding the provisions of paragraph 3 above, nothing shall prevent:
 - a) the Kingdom of *Denmark/Sweden* from imposing on a non-discriminatory basis the taxes and other charges mentioned therein on fuel taken on board in its territory for use of an aircraft of a designated airline of the Islamic Republic of Iran that operates between a point in the territory of the Kingdom of *Denmark/Sweden* and another point in the territory of the Kingdom of *Denmark/Sweden* or in the territory of another European Union Member State.
 - b) the Islamic Republic of Iran from imposing on a non-discriminatory basis the taxes and other charges mentioned therein on fuel taken on board in its territory for use in an aircraft of a designated airline of the Kingdom of *Denmark/Sweden* that operates between a point in the territory of the Islamic Republic of Iran and another point in the territory of the Islamic Republic of Iran.

ARTICLE 8
AIRPORT FACILITIES AND CHARGES

1. Each Contracting Party may, on a non-discriminatory basis, designate an airport or airports in its territory for the use of the designated airlines of the other Contracting Party on specified routes and provide designated airlines of the other Contracting Party with communicative, aviation and metrological facilities and other services necessary for the operation of agreed services.

2. Each of the Contracting Parties shall ensure that the charges for the use of airports of the designated airlines of the other Contracting Party are just, reasonable and non-discriminatory, and that such charges are not higher than those imposed on its own airlines operating between the territories of the Contracting Parties.

3. Any air navigation facility charge imposed on international traffic performed by airlines designated or 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).

4. Each Contracting Party shall encourage consultations on user charges between its competent charging bodies and the airlines using the services and facilities provided by those charging bodies, 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.

ARTICLE 9
CAPACITY AND APPROVAL OF TRAFFIC
PROGRAMMES

1. The designated airlines of the Contracting Parties shall be afforded fair and equal treatment so that they may enjoy equal opportunities when operating the agreed services on the specified routes, and the Contracting Parties shall take all appropriate action within their jurisdictions to prevent all forms of discrimination or unfair competitive practices.
2. Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air transportation it offers in accordance with the agreed services and agreed frequencies on the specified routes based upon commercial considerations in the marketplace. Consistent with this right, no Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by

the designated airlines of the other Contracting Party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

3. The designated airlines of each Contracting Party shall submit traffic programmes for approval to the aeronautical authorities of the other Contracting Party not later than thirty (30) days prior to the introduction of services on the specified routes. This shall, likewise, apply to later changes. In special cases, this time limit may be changed subject to the approval of the said authorities.

ARTICLE 10 RECOGNITION OF CERTIFICATES AND LICENCES

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party, and are still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services provided for in this Agreement, provided that the requirements under which such certificates and licenses were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licenses granted to its own nationals or rendered

valid for them by the other Contracting Party or by any other State.

ARTICLE 11
AIR TRANSPORT TARIFFS

1. Tariffs for international air transport operated pursuant to this Agreement shall not be required to be filed with the aeronautical authorities of either Contracting Party.

2. Without limiting the application of general competition and consumer law in each Contracting Party, intervention by the Contracting Parties may be initiated to:
 - a) prevent unreasonably discriminatory tariffs

 - b) protect consumers from tariffs that are unreasonably high or unreasonably restrictive due either to the abuse of a dominant position or to concerted practices among air carriers; and

 - c) protect airlines from tariffs that are artificially low because of direct or indirect governmental subsidy.

ARTICLE 12 AVIATION SECURITY

1. The Contracting Parties reaffirm their rights and obligations under international law to each other to protect the security of civil aviation against acts of unlawful interference. 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, and the *Convention on the Marking of Plastic Explosives for the Purpose of Detection signed at Montreal on 1 March 1991*, and any other multilateral agreement governing civil aviation security binding upon both Contracting Parties.

2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent 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 aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to

the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties. Either Contracting Party shall require those operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that its operators of aircraft shall be required to observe, for entry into, departure from or while within the territory of the other Contracting Party, aviation security provisions in conformity with the rules and regulations in force in that country. 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 reasonable special security measures to meet a particular threat.

5. When a civil aircraft is unlawfully seized or other unlawful acts against the security of such aircraft, their passengers and crew, airports or air navigation facilities or a threat in this respect occurs, the Contracting Parties shall assist each other by facilitating communications and adopting other appropriate measures intended to terminate rapidly and safely such incident or foil the said threat.

ARTICLE 13
AVIATION SAFETY

1. Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty days of that request.

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days shall be grounds for the application of Article 4 of this Agreement.

3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by or on behalf of a designated airlines of one Contracting Party, on service to or from the territory of another Contracting Party may, while within the territory of the other Party be the subject of a search or ramp inspection by the authorized representative of the other Contracting Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention,

the purpose of this search or inspection is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the standards established at that time pursuant to the Convention.

4. When urgent action is essential to ensure the safety of a designated airlines operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorization of the designated airlines or airlines of the other Contracting Party.

5. Any action by one Contracting Party in accordance with paragraph 4 above shall be discontinued once the basis for the taking of that action ceases to exist.

6. With reference to paragraph 2 above if it is determined that one Contracting Party remains in non-compliance with ICAO standards when the agreed time period has lapsed, the Secretary General of ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

7. If any ramp inspection or series of ramp inspections gives rise to:

- a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, or
- b) serious concerns that there is a lack of effective maintenance and administration of safety

standards established at that time pursuant to the Convention

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

8. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline or airlines of one Contracting Party in accordance with paragraph 3 above is denied by the representative of that airline or airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 above arise and draw the conclusions referred in that paragraph.

9. Where *Denmark/Sweden* has designated an air carrier whose regulatory control is exercised and maintained by another European Union Member State, the rights of the other Contracting Party under Articles 3 and 4 shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other European Union Member State, and in respect of the operating authorisation of that air carrier.

ARTICLE 14
SUPPLY OF STATISTICS

The aeronautical authorities of either Contracting Parties shall supply to the aeronautical authorities of the other Contracting Party, at their request, such information and statistics relating to the traffic carried on the agreed services by their designated airlines to and from the territory of the other Contracting Party as may normally be prepared and submitted by the designated airlines to their national aeronautical authorities. Submission of any additional statistical traffic data requested by the aeronautical authorities of a Contracting Party from the aeronautical authorities of the other Contracting Party shall be subject to negotiation and agreement between the two Contracting Parties.

ARTICLE 15
CONSULTATION, MODIFICATION AND
AMENDMENT

1. In order to properly implement this Agreement, the Contracting Parties shall cooperate with each other through their aeronautical authorities and to this end the aeronautical authorities of a Contracting Party may at any time request a consultation with the aeronautical authorities of the other Contracting Party.
2. A consultation requested by the aeronautical authorities of either Contracting Party shall begin

within a period of thirty (30) days from the date of receipt of the request.

3. Each Contracting Party may, at any time which deems necessary, request the modification or amendment of the provisions of this agreement, and in this case the Contracting Parties shall negotiate in this respect within a period of sixty (60) days from the date of receipt of the negotiation request by the other Contracting Party.
4. Any modification or amendment of this Agreement shall enter into force subject to the provisions of the Article 18 of this Agreement.
5. Notwithstanding the provisions of paragraph (4), amendment of the routes schedule annexed to this Agreement may be agreed directly between the aeronautical authorities of the Contracting Parties. They shall enter into force by an exchange of diplomatic notes.

ARTICLE 16 SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this agreement and its Annex(es) the Contracting Parties shall in the first place endeavor to settle it by negotiation.

2. If the Contracting Parties fail to reach a settlement pursuant to paragraph (1) above, either Contracting Party may in accordance with its relevant laws and regulations, while sending a notice to the other Contracting Party, refer the dispute to a arbitral tribunal of three arbitrators, two of whom to be nominated by the Contracting Parties and one umpire.

3. In case the dispute is referred to arbitration, each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt a notice through diplomatic channels in respect of reference of the dispute to arbitration and the umpire shall be appointed within a further period of sixty (60) days from the last appointment by the two so nominated.

4. The third arbitrator, the umpire, shall be a national of a third state having diplomatic relations with both Contracting Parties at the time of the appointment, shall act as president of the tribunal, and shall determine the place where the arbitration will be held.

5. If either Contracting Party fails to nominate its arbitrator within the specified period, or nominated arbitrators fail to agree on the umpire within the said period, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint the arbitrator of failing party or the umpire as the case may

require.

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.

6. The arbitral tribunal shall reach its decision by a majority of votes.

7. The decisions of the arbitral tribunal shall be binding for the Contracting Parties.

8. Each Contracting Party shall bear the costs of the arbitrator it has nominated as well as of its representation in the arbitral proceeding. The cost of the president and any other costs shall be born in equal parts by the Contracting Parties.

9. If and as 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 a designated airline in default.

ARTICLE 17 TERMINATION

Either Contracting Party may, at any time, give written notice through diplomatic channels to the other Contracting Party of its intention to terminate this Agreement. Such notice shall simultaneously be communicated to the International Civil Aviation Organization and in such case the agreement shall be deemed to be terminated twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by an agreement between the Contracting Parties before the expiry of this period. In the absence of acknowledgment of receipt of termination notice by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 18 CONFORMITY WITH MULTILATERAL AGREEMENTS OR CONVENTIONS

If both Contracting Parties become parties to a multilateral agreement that addresses matters covered by this Agreement, they shall consult in order to determine the necessary amendments, if any, in accordance with Article 15.

**ARTICLE 19
REGISTRATION**

This Agreement and its Annex(es) and all amendments thereto shall be registered with the International Civil Aviation Organization.

**ARTICLE 20
ENTRY INTO FORCE**

This Agreement shall enter into force on the date of the last notification by either Contracting Party to the other Contracting Party that it has fulfilled the necessary measures in accordance with its laws and regulations for the entry into force of this Agreement.

Upon entry into force, this Air Services Agreement shall supersede the Air Services Agreement between the Government of the Islamic Republic of Iran and the Government of the Kingdom of *Denmark/Sweden* signed at Tehran on 10 June 1975, and all amendments thereto, as well as all related Memoranda of Understanding.

In witness whereof the undersigned plenipotentiaries being duly authorized by their respective governments, have signed this agreement.

Done in one Preamble, twenty (20) Articles and one Annex in on ... corresponding to ... in three

original copies, in the Persian, *Danish/Swedish*, and English languages, all texts being equally authentic. In the case of any diverging interpretations of the text, the English text shall prevail.

**For the Government of
the Islamic
Republic of Iran**

**For the Government of
the Kingdom of
Denmark/
Sweden**

ANNEX

ROUTE SCHEDULE

1. Routes on which air services may be operated by the designated airlines of the Government of the Islamic Republic of Iran.

Points of Departure	Intermediate Points	Points of Destination	Points Beyond
Any Point In Iran	Any points	Any Point in <i>Denmark/Sweden</i>	Any Points

2. Routes on which air services may be operated by the designated (airlines) of the Government of the kingdom of *Denmark/Sweden*.

Points of Departure	Intermediate Points	Points of Destination	Points Beyond
Any Point in <i>Denmark/Sweden</i>	Any points	Any Point in Iran	Any Points

NOTES:

1. Each designated airlines may serve intermediate points and points beyond specified in the Annex of the present Agreement on condition that no fifth freedom traffic rights shall be exercised between these points and the territory of the other Contracting Party, unless an agreement to that effect is made between the two Contracting Parties.

2. Intermediate points and points beyond on any of the specified routes may, at the option of the designated airlines, be omitted on any or all flights.

3. In operating or holding out services under this Agreement, any airline of a Contracting Party may enter into cooperative marketing arrangements, such as code sharing arrangements, with:

- a) Any other airline or airlines; and
- b) Any surface transport provider;

provided that

- (i) the operating carrier holds the appropriate traffic rights and
- (ii) the marketing carriers hold the appropriate route rights within the relevant bilateral provisions, and
- (iii) the arrangements meet the requirements relating to safety and

competition normally applied to such arrangements.

In respect of passenger transport sold involving code shares, the purchaser shall be informed at the point of sale, or in any case at check-in, or on boarding where no check in is required for a connecting flight, which transport providers will operate each sector of the service.

Such arrangements shall be subject to the approval of the Aeronautical Authorities of both Contracting Parties.