

RECORD OF DISCUSSION

1. A delegation representing jointly the Governments of Denmark, Norway and Sweden, and a delegation representing the Government of Australia, met at ICAN2018 on 13 December 2018 in Nairobi to discuss their civil aviation relations.
2. Members of the delegations are at Attachment A. The discussions were held in a friendly and cordial manner and the following understandings were reached.

AIR SERVICES AGREEMENT

3. The delegations discussed and initialled a revised text of a draft bilateral Air Services Agreement, as at Attachment B (hereinafter referred to as “the draft Agreement”). The delegations were unable to agree the commercial entitlements outlined in the Annex Paragraphs 2-6. The relevant provisions regarding these outstanding issues of the 1998 Agreement remain in administrative effect.
4. The Scandinavian delegation proposed to substantially liberalise the arrangements, with unlimited capacity and extended traffic rights for passenger and all-cargo services. The Australian delegation advised that it was not in a position to agree to the Scandinavian proposal at this time. Consequently, the capacity and traffic rights entitlements in the 1998 Agreed Minute remain in place. The Australian delegation committed to further discussions on liberalisation of these entitlements as soon as possible.
5. The delegations agreed that the draft Agreement, with the exception of text within brackets, will be applied on an administrative basis with immediate practical effect, pending entry into force, to the extent possible under the relevant national laws.

COOPERATIVE MARKETING ARRANGEMENTS

6. The delegations affirmed their shared commitment to adopt a fully open framework for code sharing services with immediate effect. The delegations noted the provisions in Article 13 of the draft Agreement, would give effect to this shared commitment.

DATE OF EFFECT

7. This Record of Discussion will have operational effect from the date of signature.

Signed in Nairobi on 13 December 2018.



Mr Stephen Borthwick
For the Australian delegation



Mr Lars Österberg
For the Scandinavian delegation

ATTACHMENT A

Australian Delegation

Mr Stephen Borthwick (Leader)
A/g Executive Director
Aviation and Airports Division
Department of Infrastructure, Regional Development and Cities

Mr Ross Adams
Director
International Air Transport Section
Aviation and Airports Division
Department of Infrastructure, Regional Development and Cities

Joel Anderson
Adviser
Transport, Agriculture and Environment
Policy and Coordination Branch
Australian Trade and Investment Commission (Austrade)

Ms Megan Morris
A/g Head of International Affairs
Qantas Airways Limited

Scandinavian Delegation

Mr Lars Österberg (Leader)
Head of Delegation/Special Adviser
Ministry of Enterprise and Innovation, SWEDEN

Mr Tomas Brolin
Senior Adviser
Ministry of Enterprise and Innovation, SWEDEN

Mr Jean-Marie Skoglund
Senior Adviser
Swedish Transport Agency, SWEDEN

Mr Andreas Højgaard Kavalaris
Head of Section
Danish Transport, Construction and Housing Authority, DENMARK

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Mr Öyvind Ek
Deputy Director General
Ministry of Transport and Communications, NORWAY

Ms Ann-Kristin Hanssen
Senior Adviser
Ministry of Transport and Communications, NORWAY

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Air Services Agreement

between

the Government of Australia

and

the Government of the Kingdom of [Denmark/Norway/Sweden]

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The Government of Australia and the Government of the Kingdom of [Denmark/Norway/Sweden], hereinafter referred to as the "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 for the main purpose of establishing scheduled air services between and beyond their respective territories;

Have agreed as follows:

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Article 1 Definitions

1. For the purpose of this Agreement, unless the context otherwise requires:
 - (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, insofar as such Annexes and amendments have been adopted by both Parties;
 - (b) "aeronautical authorities" means, in the case of Australia, the Department of Infrastructure, Regional Development and Cities; and in the case of the Kingdom of [Denmark/Norway/Sweden], [*the Danish Transport, Construction and Housing Authority/the Ministry of Transport and Communications/the Swedish Transport Agency*]; or in either case any body authorized to perform any particular function to which this Agreement relates;
 - (c) "designated airline" means an airline which has been designated in accordance with Article 3 of this Agreement;
 - (d) "territory", "air service", "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, its Annex and any amendments thereto;
 - (f) "Annex" means any Annex to this Agreement or as amended in accordance with the provisions of paragraph 2 of Article 17 of this Agreement. The Annex forms an integral part of this Agreement and all references to the Agreement include the Annex unless otherwise stated;
 - (g) "intermodal air transportation" means the public carriage by aircraft and by one or more surface modes of transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;
 - (h) "marketing airline" means an airline that offers air transportation on an aircraft operated by another airline, through code-sharing;
 - (i) "operating airline" means an airline that operates an aircraft in order to provide air transportation – it may own or lease the aircraft;
 - (j) "tariff" means the prices to be paid for the carriage of passengers and baggage, 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 and conditions for the carriage of mail;

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- (k) "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
- (l) "EEA Member States" means Member States of the European Union (EU) and the Member States of the European Free Trade Association (EFTA) that also are Contracting Parties to the Agreement on the European Economic Area (EEA).
- (m) "EEA EFTA States" means Member States of the European Free Trade Association that are also Parties to the Agreement on the European Economic Area
- (n) "EU Treaties" means the Treaty on the European Union and the Treaty on the functioning of the European Union.

2. References in this Agreement to airlines of [Denmark/Norway/Sweden] shall be understood as referring to airlines designated by [Denmark/ Norway/Sweden].

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 airlines designated by the other Contracting Party:
- (a) to fly across its territory without landing,
 - (b) to make stops in its 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 on board and discharging - in 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 right of taking on board - 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, shall also enjoy the rights specified in paragraph 1 (a) and (b) of this Article.

Article 3 Designation and Authorization of Airlines

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating air services on the routes specified in the Annex and to withdraw or alter such designations.

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2. On receipt of such a designation, and of applications from the designated airline, the other Contracting Party shall grant the appropriate authorizations and permissions with minimum procedural delay, provided:

- a) in the case of an airline designated by [*Denmark/Norway/Sweden*]:
 - (i) it is established in the territory of [*Denmark/Norway/Sweden*] under the EU Treaties or under the Agreement on the European Economic Area, and has a valid Operating Licence in accordance with European Union law or in accordance with national law adopted under the Agreement on the European Economic Area; and
 - (ii) effective regulatory control of the airline is exercised and maintained by the European Union Member State or the EEA EFTA State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation;
- b) in the case of an airline designated by Australia:
 - (i) it is established in the territory of Australia and is licensed in accordance with the applicable law of Australia; and
 - (ii) Australia has and maintains effective regulatory control of the airline; and
- c) the designated airline 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. When an airline has been so designated and authorized, it may begin to operate air services on the routes specified in the Annex provided that the airline complies with all applicable provisions of this Agreement.

Article 4

Revocation or Suspension of Authorization

1. Either Contracting Party may revoke, suspend or limit the operating authorization or technical permissions of an airline designated by the other Contracting Party where:

- a) in the case of an airline designated by [*Denmark/Norway/Sweden*]:
 - (i) it is not established in the territory of [*Denmark/Norway/Sweden*] under the EU Treaties or in accordance with the Agreement on the European Economic Area, or does not have a valid Operating Licence in accordance with European Union law or in accordance with national law adopted in accordance with the Agreement on the European Economic Area; or

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- (ii) effective regulatory control of the airline is not exercised or not maintained by the European Union Member State or the EEA EFTA State responsible for issuing its Air Operator's Certificate, or the relevant aeronautical authority is not clearly identified in the designation;
 - (iii) the air carrier holds an Air Operator's Certificate issued by a EEA Member State and there is no bilateral air services agreement between Australia and that EEA Member State and Australia can demonstrate that the necessary traffic rights to conduct the proposed operation are not reciprocally available to the designated air carrier(s) of Australia;
- b) in the case of an airline designated by Australia:
- (i) it is not established in the territory of Australia and is not licensed in accordance with the applicable law of Australia; or
 - (ii) Australia is not maintaining effective regulatory control of the airline;
- or
- c) that airline has failed to comply with the laws and regulations of the Party granting this authorization or these permissions.

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 Party.

Article 5 Utilization of Airports and Facilities

1. Each Party shall use its best efforts to encourage those responsible for the provision of airport, airport environmental, air navigation, and aviation security facilities and services to levy charges on the designated airline(s) of either Party only on the basis that they are reasonable, non-discriminatory, and equitably apportioned amongst categories of users.

2. Reasonable charges reflect, but do not exceed, the full cost to the competent charging authorities of providing the facilities and services. This may include a reasonable return on assets, after depreciation. Facilities and services for which charges are made should be provided on an efficient and economic basis. For charges to be non-discriminatory, they should be levied on the designated airline of the other Party at a rate no higher than the rate imposed on a Party's own airlines operating between the territories of the Parties.

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3. Each 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. Each Party shall further encourage its competent charging bodies and such users to exchange appropriate information concerning such charges.

4. Competent charging authorities shall use their best efforts to conduct adequate consultations with airlines prior to implementing increased or new charges. Reasonable notice of any proposals for changes in user charges should be given to users to enable them to express their views before changes are made.

Article 6 Customs Duties

1. Aircraft operated on international air services by a designated airline of either Party, as well as its regular equipment, supplies of fuel and lubricants and aircraft stores (including food and beverages) 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 Party, provided such equipment, supplies and stores 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 duties, fees and charges referred to in paragraph 1 of this Article:

- (a) aircraft stores, introduced into or supplied in the territory of a 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 Party;
- (b) spare parts, including engines, introduced into the territory of a 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 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. The items 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 by this Article shall not extend to charges based on the cost of services provided to the airlines of a Party in the territory of the other Party.

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5. The exemptions provided for by this Article shall also apply in situations where a designated airline of one 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.

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 Party, may be unloaded in the territory of the other Party only with the approval of its customs authorities. Such items 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.

Article 8 **Application of Laws**

1. While entering, within, or leaving the territory of one Party, its laws, regulations and rules relating to the operation and navigation of aircraft shall be complied with by the other Party's airlines.
2. While entering, within, or leaving the territory of one Party, its laws, regulations and rules relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations and rules relating to entry, clearance, aviation security, immigration, passports, advance passenger information, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by the designated airlines of the other Party and by or on behalf of passengers, crew, cargo and mail..
3. Neither Party shall give preference to its own nor any other airline over an airline of the other Party engaged in similar international air transportation in the application of its entry, clearance, aviation security, immigration, passports, advance passenger information, customs and quarantine, postal and similar regulations.
4. Passengers, baggage and cargo in direct transit through the territory of either Party and not leaving the area of the airport reserved for such purpose may be subject to examination in respect of aviation security, narcotics control and immigration requirements, or in other special cases where such examination is required having regard to the laws and regulations of the relevant Party and to the particular circumstances. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.
5. The competition laws of each Party, as amended from time to time, shall apply to the operation of the airlines within the jurisdiction of the respective Party.

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Article 9 Capacity Provisions

1. Without limiting the application of general competition and consumer law in each Party, each Party shall allow fair and equal opportunity for the designated airlines of both Parties to compete in the international air transportation covered by this Agreement.

2. Neither 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. Neither Party shall impose on the other Party's designated airlines a first refusal requirement, uplift ratio, no-objection fee or any other requirement with respect to the capacity, frequency or traffic which would be inconsistent with the purposes of this Agreement.

Article 10 Tariffs

1. Unless required by national laws and regulations, tariffs for international air transport operated pursuant to this Agreement shall not be required to be filed with the aeronautical authorities of either Party.

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

 - 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 or support.

Article 11 Transfer of Earnings

Each designated airline shall have the right to convert and remit to its country on demand local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted without restrictions at the rate of exchange applicable to current transactions which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges except those normally made by banks for carrying out such conversion and remittance.

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Article 12
Airline Representation

1. In accordance with the laws and regulations relating to the entry, residence and employment of the other Party, each Party grants to a designated airline of the other Party, on the basis of reciprocity, the right to maintain in its territory representatives including office, administrative, commercial and technical personnel as may be necessary for the requirements of the designated airline concerned.

2. The designated airlines of a Party shall have the right to engage in the sale of air transportation in the territory of the other Party, either directly or through agents. A Party shall not restrict the right of the designated airlines of the other Party to sell, and of any person to purchase, such transportation in local or in any freely convertible currency. Nor shall a Party restrict the right of a designated airline of the other Party to pay in local or in any freely convertible currency its locally incurred costs.

Article 13
Code share

1. In operating or holding out services under this Agreement, any air carrier of a Party may enter into cooperative marketing arrangements, such as blocked space or code sharing arrangements, with any other air carrier or carriers, provided that:

- a) The operating carrier holds the appropriate traffic rights, and
- b) The marketing carriers hold the appropriate route rights within the relevant bilateral provisions, and
- c) All carriers meet the requirements applied to such arrangements regarding information to customers and filing procedures

2. The airlines of each Party may market code share services on domestic flights operated within the territory of the other Party, provided that such services form part of a through international journey.

Article 14
Intermodal Services

The designated airlines of each Party shall be permitted to employ, in connection with international air transport, any surface transport to or from any points in the territories of the Parties or third countries. Airlines may elect to perform their own surface transport or to provide it through arrangements, including code share, with other surface carriers. Such intermodal services may be offered as a through service and at a single price for the air and surface transport combined, provided that passengers and shippers are informed as to the providers of the transport involved.

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Article 15
Approval of Flight Schedules

1. Airlines designated by a Party shall submit their traffic programmes for approval to the aeronautical authorities of the other Party at least thirty five (35) 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.
2. Any alteration made in an approved air traffic programme at a later date shall also be submitted for approval.

Article 16
Aviation Safety

1. Each Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of that request.
2. If, following such consultations, one Party finds that the other 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 Party shall notify the other Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Party shall take appropriate corrective action. Failure by the other Party to take appropriate action within fifteen (15) days or such longer period as may be agreed shall be grounds for the application of Article 4 of this Agreement.
3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the airline or airlines of one Party on services to or from the territory of the other Party, may, while within the territory of the other Party, be made the subject of an examination by the authorized representatives of the other Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.
4. If any such 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 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

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requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline or airlines of one Party in accordance with paragraph 3 above is denied by the representative of that airline or airlines, the other 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.

6. Each Party reserves the right to suspend or vary the operating authorization of an airline or airlines of the other Party immediately in the event the first Party concludes, whether as a result of a ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

7. Any action by one Party in accordance with paragraphs 2 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist.

8. Where [Denmark /Sweden] has designated an air carrier whose regulatory control is exercised and maintained by another European Union Member State or EEA EFTA State, the rights of Australia 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 or EEA EFTA State, and in respect of the operating authorisation of that air carrier.

Article 17 **Aviation Security**

1. Each Party reaffirms that its obligation to the other 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, and any other multilateral agreement governing civil aviation security binding upon both Parties.

2. Each 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 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. Each Party shall require that operators of aircraft of its registry

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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 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 Party, aviation security provisions in conformity with the law in force in that country, including, in the case of [*Denmark/Norway/Sweden*], European Union law and EEA law. Each 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 Party shall also give sympathetic consideration to any request from the other Party for reasonable special security measures to meet a particular threat.

5. If 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, airport or air navigation facilities occurs, each Party shall assist the other Party by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

6. Each Party shall also give sympathetic consideration to a request from the other Party to enter into reciprocal administrative arrangements whereby the aeronautical authorities of one Party could make, in the territory of the other Party, their own assessment of the security measures in respect of flights destined for the territory of the Party making the request.

7. When a Party has reasonable grounds to believe that the other Party has departed from the provisions of this Article, the first Party may request immediate consultations. Such consultations shall start within fifteen (15) days of receipt of such a request from either Party. Failure to reach a satisfactory agreement within fifteen (15) days from the start of consultations, or such other period as may be agreed upon between the Parties, shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorisations of the airline or airlines designated by the other Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Party may take interim action at any time. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Party with the security provisions of this Article.

Article 18 Consultations

Either Party may at any time request consultations on the implementation, interpretation or amendment to this Agreement or compliance with the Agreement. Such consultations, which may be between aeronautical authorities, shall begin within a period of thirty (30) days from the date the other Party receives a written request, unless otherwise agreed by the Parties.

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Article 19 Amendments

1. Any amendments to this Agreement agreed by the Parties shall come into force when approved in accordance with the internal domestic requirements of both Parties and as confirmed by an exchange of diplomatic notes.

Article 20 Settlement of Disputes

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

2. With the exception of any dispute concerning tariffs or the application of national competition laws, if the Parties fail to reach a settlement of the dispute by negotiation, the dispute may at the request of either Party be submitted for decision to an arbitration of three arbitrators, one to be nominated by each Party and the third to be appointed by the two so nominated. Each of the Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a period of sixty (60) days from the date of nomination of the two other arbitrators. If either of the 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 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. Except as otherwise determined by the Parties or prescribed by the arbitrators, each Party shall submit a memorandum within thirty (30) days after the arbitrators are fully appointed. Replies shall be due within thirty (30) days. The arbitrators shall hold a hearing at the request of either Party, or at its discretion, within thirty (30) days after replies are due.

4. The arbitrators shall attempt to give a written award within thirty (30) days after completion of the hearing, or, if no hearing is held, after the date both replies are submitted. The award shall be taken by a majority vote.

5. The Parties may submit requests for clarification of the award within fifteen (15) days after it is received and such clarification shall be issued within fifteen (15) days of such request.

6. Each 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 Parties.

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7. The Parties undertake to comply with any decision given under paragraph 2 of this Article.

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

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**Article 21
Registration**

This Agreement, its Annex and any subsequent amendments thereto shall be submitted by the Parties to the International Civil Aviation Organization.

**Article 22
Termination**

Either Party may at any time give notice through diplomatic channels to the other 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 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 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 23
Entry into Force**

This Agreement shall enter into force when the Parties have notified each other in writing that their respective requirements for the entry into force of this Agreement have been satisfied.

[For the Australia-Norway agreement only] Upon signature of this Agreement, the Kingdom of Norway shall have the right to exempt the territory of Svalbard from the application of this Agreement

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

Done at _____ on _____
in duplicate in the English language.

FOR THE GOVERNMENT OF
AUSTRALIA

FOR THE GOVERNMENT OF
THE KINGDOM OF [DENMARK/
NORWAY/SWEDEN]

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ANNEX

1. a) Routes to be operated by the airlines designated by Australia:

From points in Australia via intermediate points to points in [*Denmark/Norway/Sweden*] and points beyond.

- b) Routes to be operated by the airlines designated by the Kingdom of [*Denmark/Norway/Sweden*]:

From points in [*Denmark/Norway/Sweden*] via intermediate points to points in Australia and points beyond.

2. [The designated airlines of each Party may at their option omit points on any of the above routes provided that, with the exception of all-cargo services, the services commence or terminate in the territory of the party designating the airline.
3. Any intermediate point may be served with fifth freedom traffic rights.
4. Between points in the territory of the other Party, the designated airlines of each Party may only exercise own stopover rights.
5. Subject to paragraph 1, the designated airlines of each Party may, on any or all services and at the option of each airline:
- (a) perform services in either or both directions;
 - (b) combine different flight numbers within one aircraft operation;
 - (c) transfer traffic from any aircraft to any other aircraft at any point on the route,
- without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement.
6. On any sector or sectors of the routes in paragraph 1 of this Annex, any airline shall be entitled to perform international air transportation, including under code sharing arrangements with other airlines, without any limitation as to change at any point or points on the route, in the type, size or number of aircraft operated.]

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