

**AGREED MINUTES
BETWEEN THE DELEGATION OF THE
REPUBLIC OF COLOMBIA AND THE DELEGATION OF THE
GOVERNMENTS OF KINGDOMS OF DENMARK, NORWAY AND SWEDEN**

In the city of Nairobi, Kenya, on 12th and 14th of December of 2018, the Delegation of the Republic of Colombia and the Delegation of the Governments of the Kingdoms of Denmark, Norway and Sweden, hereinafter referred to as "The Delegations", met to review various aspects of the commercial air relations between the two sides.

The list of the two Delegations constitutes Annex I of this Agreed Minutes.

The talks were held in a cordial atmosphere, with the Delegations reaching the following understandings:

1. AIR SERVICES AGREEMENT

The Delegations mutually consented to and initialed the text of the draft Air Services Agreement and the MoU regarding SAS attached as Annexes II and III. The Delegations undertook to recommend to their respective Governments the commencement of domestic procedures necessary to bring the Agreement into force.

In line with the principles included in the Air Services Agreements, the Delegations agreed to apply the following, on an administrative basis, pending the entry in to force of the Agreements, to the extent possible under their respective national laws and regulations.

2. TRAFFIC RIGHTS

1. Each Party grants to the other Party the following rights for the conduct of international air services by airlines designated by the other 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 Party the right of taking on board - in the territory of the other Party - passengers, cargo, and mail carried for remuneration or hire and destined for another point in the territory of that Party.

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

3. DESIGNATION AND REVOCATION

1. Designation and Authorisation

(i) Each Party shall have the right to designate in writing to the other 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.

(ii) On receipt of such a designation, and of applications from the designated airline, the other 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 Colombia:

(i) it is established in the territory of Colombia and is licensed in accordance with the applicable law of Colombia; and

(ii) Colombia has and maintains effective regulatory control of 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 Party considering the application or applications.

(i) 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.

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3. Revocation or Suspension of Authorization

1. Either Party may revoke, suspend or limit the operating authorization or technical permissions of an airline designated by the other 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
 - 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 airline is already authorized to operate under a bilateral agreement between Colombia and another EEA Member State and Colombia demonstrates that, by exercising traffic rights under this Agreement on a route that includes a point in that other European Union Member State, it would be circumventing restrictions on traffic rights imposed by that other agreement; or
 - iv. the airline holds an Air Operator Certificate issued by an EEA Member State and there is no bilateral air service agreement between Colombia and that EEA Member State, and traffic rights to that EEA Member State have been denied to the airline designated by Colombia.
 - b. in the case of an airline designated by Colombia:
 - i. it is not established in the territory of Colombia and is not licensed in accordance with the applicable law of Colombia; or
 - ii. Colombia 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.

4 UTILIZATION OF AIRPORTS AND FACILITIES

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1. Neither Party shall impose on a designated airline of the other Party user charges higher than those imposed on its own airlines operating between the territories of the Parties.
2. Any air navigation facility charge imposed on international traffic performed by airlines designated or licensed by one of the 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).
3. When operating the agreed services, the same uniform conditions shall apply to the use by the airlines of both Parties of airports as well as of all other facilities under their control.
4. 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.

5. ENTRY CLEARANCE REGULATIONS

The Scandinavian Delegation stated that the laws and regulations of the Scandinavian countries regarding entry, clearance, transit, immigration, passports, customs and quarantine shall be complied with by the designated airlines of Colombia and by or on behalf of passengers, crew, cargo and mail, upon transit of, admission to, departure from and while within the territory of the Scandinavian countries.

6. CAPACITY PROVISIONS

1. 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. Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the airlines of the other Party.
3. 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 Party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.
4. Neither Party shall impose on the other Party 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.

7. TARIFFS

1. Each Party shall allow tariff for air transportation to be established by each airline based upon commercial considerations in the market place. Intervention by the Parties shall be limited to:
 - a) prevent unreasonably discriminatory tariffs or practices;
 - b) protect consumers from tariffs that are unreasonably high or unreasonably or restrictive due either to the abuse of a dominant position or concerted practices among air carriers; and
 - c) protect airlines from tariffs that are artificially low due to direct or indirect governmental subsidy or support.
2. Each Party may require notification of any price charged by its own designated airline(s) or the designated airline(s) of the other Party provided that such notification is required pursuant to national legislation.

8. ROUTE SCHEDULE, CAPACITY AND TRAFFIC RIGHTS

1.
 - a) Routes to be operated by the airlines designated by the Republic of Colombia:

From points in Colombia 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 Colombia and points beyond.
2. Nothing will prevent a designated airline of either Party to omit serving intermediate and/or beyond points.
3. The designated airline(s) of both Parties are entitled to exercise, in any type of service (passenger, cargo, separately or in combination), full 3rd and 4th freedom rights without restrictions.
4. The exercise of any 5th freedom rights would have to be agreed upon between the competent aeronautical authorities of the Parties.

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5. For the purpose of operational flexibility, the designated airline(s) of either Party may, on any or all flights:

- operate flights in either or both directions,
- terminate any or all of their services in the territory of the other Party,
- combine different flight numbers within one aircraft operation,
- serve intermediate and beyond point in the territories of the Parties in any combination and in any order,
- serve any points in its territory with or without change of aircraft or flight number and hold out and advertise such services to the public as through services,
- make stopovers at any point whether within or outside the territory of either Party,
- carry transit traffic through the other Party's territory,
- combine traffic on the same aircraft regardless of where such traffic originates and

without directional or geographical limitation and without loss of any right to carry traffic otherwise permissible under this Air Services Agreement, provided that any service either begins or terminates in the territory of the country designating the airline(s).

9. APPROVAL OF FLIGHT SCHEDULES

- a. Airlines designated by a Party shall submit their traffic programmes for approval to the aeronautical authorities of the other Party at least thirty (30) days prior to the beginning of the operation. The programme shall include in particular the timetables, the frequency of the services and the types of aircraft to be used.
- b. Any alteration made in an approved air traffic programme at a later date shall also be submitted for approval.

10. AVIATION SAFETY

- a. 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 Party. Such consultations shall take place within thirty (30) days of that request.
- b. 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.

- c. 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.
- d. If any such ramp inspection or series of ramp inspections gives rise to:
 - i. 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
 - ii. 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 requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

- e. 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.
- f. 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.
- g. 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.

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- h. Where [Denmark/Norway/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 the other 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 or EEA EFTA State, and in respect of the operating authorisation of that air carrier.

11. AVIATION SECURITY

- a. 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 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.
- b. Each Party shall be provided at its request with all necessary assistance by the other 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.
- c. 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 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.
- d. 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.

- e. 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.

12. CODE SHARING

- a. In operating or holding out the agreed services on the specified routes, any designated airline of one Party may enter into commercial code-share arrangements with:

- (i) an airline or airlines of either Party, and/or

- (ii) an airline or airlines of a third Party. If such Party does not acknowledge or allow comparable arrangements between the airlines of the other Party and other airlines on services to, from and via such third country,

The Parties have the right not to accept such arrangements; provided, as regards both (i) and (ii) that:

- (iii) the operating carrier holds the appropriate traffic rights; and

- (iv) the marketing carrier holds the appropriate route rights within the relevant bilateral provisions; and

- (v) all airlines meet the requirements applied to such arrangements regarding information to customers and filing procedures.

- b) The designated airline(s) of each Party may also offer code share services between any point(s) in the territory of the other Party, provided that such services are operated by an airline of the other Party.
- c) Code share arrangements may be subject to prior approval of the appropriate authorities before implementation.

13. NON-SCHEDULED/CHARTER OPERATIONS

- 1) The airlines of each Party designated to operate under this Agreed Minutes shall have the right to operate non-scheduled international air transport over the routes specified and in accordance with the rights granted for scheduled services in this Agreement.
- 2) Each Party shall extend favorable consideration to applications by airlines of the other Party to carry traffic not covered by this Agreed Minutes on the basis of comity and reciprocity.

14. SINGLE DESIGNATOR CODE

Without prejudice to the ICAO rules each Side shall accept the authorization of the designator code that the other Side has granted to its airlines to identify its flights.

15. CO-OPERATION REGARDING SAS


With reference to Paragraph 2 of these Agreed Minutes between the Government of Colombia and the Governments of Denmark, Norway and Sweden regarding the designation of airlines, the Contracting Parties have agreed to the following understanding, should the three parent companies of Scandinavian Airlines System (SAS) be designated by the Kingdoms of Denmark, Norway and Sweden, respectively:

- 1) Notwithstanding the provisions of Sections 3 and 4 of these Agreed Minutes, the three parent companies SAS Danmark A/S, SAS Norge AS and SAS Sverige AB, co-operating under the style of Scandinavian Airlines System (SAS), may operate services under the Agreements with aircraft, crew and equipment of any or all of the three parent companies.
- 2) In so far as any of the parent companies employs aircraft, crew and equipment of the other two parent companies participating in Scandinavian Airlines System (SAS), the provisions of the Agreements will apply to such aircraft, crew and equipment, as though they were the aircraft, crew and equipment of SAS Danmark A/S, SAS Norge AS or SAS Sverige AB respectively. In this event the competent Danish, Norwegian or Swedish authorities and the respective parent company will accept full responsibility under the Agreement for such aircraft, crew and equipment.

The contents of these Agreed Minutes will be applicable from the date of signature.

Signed in Nairobi, Kenya, on 14th of December of 2018.

For the Delegation of the Republic of
Colombia


JUAN CARLOS SALAZAR GÓMEZ
Head of Delegation

For the Scandinavian Delegation


LARS ÖSTERBERG
Head of Delegation

DELEGATION OF COLOMBIA

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Mr. Andreas Højgaard Kavalaris

Head of Section
Danish Transport, Construction and
Housing
Authority
Denmark

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Air Services Agreement

between

the Republic of Colombia

and

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

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The Republic of Colombia 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 the Republic of Colombia, the Special Administrative Unit of Civil Aeronautics, 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;

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- (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) "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;
- (h) "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
- (i) "EEA EFTA States" means Member States of the European Free Trade Association (EFTA) that also are Parties to the Agreement on the European Economic Area (EEA).
- (j) "EEA Member States" means Member States of the European Union (EU) and the Member States of the European Free Trade Association (EFTA)

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that are also contracting Parties to the agreement on the European Economic Area (EEA).

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 Party grants to the other Party the following rights for the conduct of international air services by airlines designated by the other 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 Party the right of taking on board - in the territory of the other Party - passengers, cargo, and mail carried for remuneration or hire and destined for another point in the territory of that Party.

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3. The airlines of each 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 Party shall have the right to designate in writing to the other 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.

2. On receipt of such a designation, and of applications from the designated airline, the other 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 Colombia:

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- (i) it is established in the territory of Colombia and is licensed in accordance with the applicable law of Colombia; and
 - (ii) Colombia 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 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 Party may revoke, suspend or limit the operating authorization or technical permissions of an airline designated by the other 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

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law adopted in accordance with the Agreement on the European Economic Area; or

(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 airline is already authorized to operate under a bilateral agreement between Colombia and another EEA Member State and Colombia demonstrates that, by exercising traffic rights under this Agreement on a route that includes a point in that other EEA Member State, it would be circumventing restrictions on traffic rights imposed by that other agreement; or

(iv) the airline holds an Air Operator Certificate issued by an EEA Member State and there is no bilateral air service agreement between Colombia and that EEA Member State, and traffic rights to that EEA Member State have been denied to the airline designated by Colombia.

b) in the case of an airline designated by Colombia:

(i) it is not established in the territory of Colombia and is not licensed in accordance with the applicable law of Colombia; or

(ii) Colombia is not maintaining effective regulatory control of the airline;
or

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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. Neither Party shall impose on a designated airline of the other Party user charges higher than those imposed on its own airlines operating between the territories of the Parties.

2. Any air navigation facility charge imposed on international traffic performed by airlines designated or licensed by one of the 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).

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

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

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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.

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, 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 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;

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- (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 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 Party, even when these supplies are to be used on a part of the journey performed over the territory of the 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 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 Party of the items specified in paragraphs 1 and 2 of this Article, provided such other airlines similarly enjoy such exemptions from the other Party.

5. Nothing in this Agreement shall prevent [*Denmark/Norway/Sweden*] from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated air carrier of Colombia that operates between a point in the territory of [*Denmark/Norway/Sweden*] and another point in the territory of [*Denmark/Norway/Sweden*] or a point in the territory of another European Union Member State or EEA EFTA State.

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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
Entry Clearance Regulations

1. Passengers in transit across the territory of either Party shall be subject to a very simplified customs and immigration control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

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

3. Neither Party may grant any preference to any airline over a designated airline of the other Party in the application of the laws and regulations provided for in this Article.

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4. The laws and regulations of one Party governing entry into and departure from its territory of aircraft engaged in international services, or the operation and navigation of such aircraft while within its territory, shall be applied to aircraft of the designated airline of the other Party.

Article 9

Capacity Provisions

1. 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. Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the airlines of the other Party.

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

4. Neither Party shall impose on the other Party 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.

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Article 10

Tariffs

1. Each Party shall allow tariff for air transportation to be established by each airline based upon commercial considerations in the market place.

Intervention by the Parties shall be limited to:

- a) prevent unreasonably discriminatory tariffs or practices;
- b) protect consumers from tariffs that are unreasonably high or unreasonably or restrictive due either to the abuse of a dominant position or concerted practices among air carriers; and
- c) protect airlines from tariffs that are artificially low due to direct or indirect governmental subsidy or support.

2. Each Party may require notification of any price charged by its own designated airline(s) or the designated airline(s) of the other Party provided that such notification is required pursuant to national legislation.

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

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except those normally made by banks for carrying out such conversion and remittance.

Article 12

Airline Representation

1. 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

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 (30) days prior to the beginning of the operation. The programme shall include in particular the timetables, the frequency of the services and the types of aircraft to be used.

2. Any alteration made in an approved air traffic programme at a later date shall also be submitted for approval.

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Article 14

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 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:

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- (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 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.

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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/Norway/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 the other 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 or EEA EFTA State, and in respect of the operating authorisation of that air carrier.

Article 15

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 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.

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2. Each Party shall be provided at its request with all necessary assistance by the other 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 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

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facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

Article 16

Commercial Opportunities

1. Ground handling

Each designated airline shall have the right to provide their own ground handling services in the territory of the other Party or otherwise to contract these services out, in full or in part, at its option, with any of the suppliers authorized for the provision of such services. Where as long as the laws and regulations applicable to ground handling in the territory of one Party prevent or limit either the freedom to contract these services out or self-handling, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

2. Leasing

The designated airlines of each Party shall have the right to perform the agreed services on the specified routes using aircraft (or aircraft and crew) leased from any company, including other airlines, subject to being authorised on such basis by the aeronautical authorities of both Parties. In order to use aircraft on a lease basis in accordance with this Article, the designated airlines shall also be required to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Parties.

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3. Code Share

a) In operating or holding out the agreed services on the specified routes, any designated airline of one Party may enter into commercial code-share arrangements with:

(i) an airline or airlines of either Party, and/or

(ii) an airline or airlines of a third Party. If such Party does not acknowledge or allow comparable arrangements between the airlines of the other Party and other airlines on services to, from and via such third country,

The Parties have the right not to accept such arrangements; provided, as regards both (i) and (ii) that:

(iii) the operating carrier holds the appropriate traffic rights; and

(iv) the marketing carrier holds the appropriate route rights within the relevant bilateral provisions; and

(v) all airlines meet the requirements applied to such arrangements regarding information to customers and filing procedures.

b) The designated airline(s) of each Party may also offer code share services between any point(s) in the territory of the other Party, provided that such services are operated by an airline of the other Party.

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c) Code share arrangements may be subject to prior approval of the appropriate authorities before implementation.

4. Change of Gauge

Each designated airline may, on any or all flights on the agreed services and at its option, change of aircraft in the territory of the other Party or at any point along the specified routes.

For the purpose of Change of Gauge operations, a Designated Airline may use its own equipment and, subject to national regulations, leased equipment, and may operate under commercial and/or cooperative marketing arrangements with other Airlines.

A designated airline may use different or identical flight numbers for the Change of Gauge operations.

Article 17

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 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.

Article 19

Amendments

1. Any amendments to this Agreement agreed by the Parties shall come into force when approved in accordance with the constitutional requirements of both Parties and as confirmed by an exchange of diplomatic notes.
2. Amendments to the Annex to this Agreement may be made by direct agreement between the competent aeronautical authorities of the Parties.

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. 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

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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. 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.

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

5. 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 on the date of its signature.

To be included in the Colombia – 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 State, have signed this *Agreement, in the English, Spanish and*

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ANNEX

1. a) Routes to be operated by the airlines designated by the Republic of Colombia:

From points in Colombia 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 Colombia and points beyond.

2. Nothing will prevent a designated airline of either Party to omit serving intermediate and/or beyond points.
3. The designated airline(s) of both Parties are entitled to exercise, in any type of service (passenger, cargo, separately or in combination), full 3rd and 4th freedom rights without restrictions.
4. The exercise of any 5th freedom rights would have to be agreed upon between the competent aeronautical authorities of the Parties.
5. For the purpose of operational flexibility, the designated airline(s) of either Party may, on any or all flights:
 - operate flights in either or both directions,
 - terminate any or all of their services in the territory of the other Party,
 - combine different flight numbers within one aircraft operation,
 - serve intermediate and beyond point in the territories of the Parties in any combination and in any order,
 - serve any points in its territory with or without change of aircraft or flight number and hold out and advertise such services to the public as through services,
 - make stopovers at any point whether within or outside the territory of either Party,

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- carry transit traffic through the other Party's territory,
- combine traffic on the same aircraft regardless of where such traffic originates and

without directional or geographical limitation and without loss of any right to carry traffic otherwise permissible under this Air Services Agreement, provided that any service either begins or terminates in the territory of the country designating the airline(s).

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App. III

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENTS OF THE KINGDOMS OF DENMARK,
NORWAY AND OF SWEDEN
AND
THE REPUBLIC OF COLOMBIA
ON
THE CO-OPERATION BETWEEN THE SCANDINAVIAN
COUNTRIES
REGARDING SCANDINAVIAN AIRLINES SYSTEM (SAS)**

With reference to Article 3 of the three Air Services Agreements signed today (the Agreements) between the Colombia and the Governments of Denmark, Norway and Sweden regarding the designation of airlines, the Contracting Parties have agreed to the following understanding, should the three parent companies of Scandinavian Airlines System (SAS) be designated by the Kingdoms of Denmark, Norway and Sweden, respectively:

1. Notwithstanding the provisions of Articles 3 and 4 of the Agreements, the three parent companies SAS Danmark A/S, SAS Norge AS and SAS Sverige AB, co-operating under the style of Scandinavian Airlines System (SAS), may operate services under the Agreements with aircraft, crew and equipment of any or all of the three parent companies.
2. In so far as any of the parent companies employs aircraft, crew and equipment of the other two parent companies participating in Scandinavian Airlines System (SAS), the provisions of the Agreements will apply to such aircraft, crew and equipment, as though they were the aircraft, crew and equipment of SAS Danmark A/S, SAS Norge AS or SAS Sverige AB respectively. In this event the competent Danish, Norwegian or Swedish authorities and the respective parent company will accept full

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responsibility under the Agreement for such aircraft, crew and equipment.

Done at on in quadruplicate in the English language.

For the Government of the Kingdom of Denmark:

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For the Government of the Republic of Colombia:

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For the Government of the Kingdom of Norway:

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For the Government of the Kingdom of Sweden:

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