

MEMORANDUM OF UNDERSTANDING

1. The delegations representing the Government of India and the Governments of Denmark, Norway and Sweden met in Antalya, Turkey on 20 October 2015 during the ICAO Air Service Negotiation Conference (ICAN 2015) to discuss the way forward on the implementation of the India – EU Horizontal Agreement signed in Marseille on 28th September 2008. The discussions were held in a friendly and cordial environment.
2. The composition of the delegations is given at Appendix 'A'.
3. Both delegations took note of the Confidential Record of Discussions signed in Brussels on 8th April, 2008 between the representatives of the Government of Republic of India on the one hand and that of the European Commission and the aeronautical authorities of the EU Member States on the other and the Horizontal Agreement and the Joint Declaration signed in Marseille, France on 28th September 2008.
4. The Indian delegation reaffirmed India's commitment to implement the provisions of the Horizontal Agreement based on Joint Declaration of 28th September 2008.
5. The Scandinavian side advised that in line with Scandinavian policy, the three Air Services Agreements (ASAs) between India and the Scandinavian countries be amended, bringing also the India - Norway ASA in line with European law.
6. Both delegations then undertook the review of the existing ASAs between India and Denmark/Norway/Sweden and recognised that while the provisions on "Intermodal Services", Routing Flexibility" and "Open Sky on All-Cargo Services" are available under the India/Scandinavia bilateral, the provision on "Cooperative Marketing Arrangements" is not in line with the provision proposed by India under Confidential Record of Discussions.
7. The two delegations accepted and agreed to implement the four provisions given at Appendix 'B' as per the Confidential Record of Discussions and the Joint Declaration. Accordingly, the two delegations decided that their respective Authorities would advise the European Commission that Denmark and Sweden have agreed to implement these four provisions, as per the Confidential Record of Discussions and the Joint Declaration.
8. Both delegations recognised the fact that the EU Designation Article will automatically come into effect on completion of the process of inclusion of the these four provisions in India's ASAs with the EU Member States, as per the Confidential Record of Discussions and the Joint Declaration.
9. The Indian side agreed to bring India - Norway ASA also in line with Horizontal Agreement, after the Horizontal Agreement has come into force. This would entail the introduction of a European Economic Area (EEA) designation clause in the ASAs with the Scandinavian countries. For implementation of this designation, the Scandinavian delegation shall provide a formal communication from EU. However, pending the formal introduction of EEA designation clause in the ASAs with the Scandinavian countries, such designation shall be applied provisionally.

10. At the request of the Indian side, it was also agreed that in addition to the existing point of call (Stockholm) as allowed under Section I of the India/Sweden Route Schedule given at Appendix C of the MoU of 30 November 2006 for both own and code share operations, Gothenburg shall also be allowed as a point of call for the designated airlines of India for holding out code share services.
11. The Scandinavian delegation advised that this MoU is subject to government approval under their national law. However, the two delegations agreed that pending such approval, the agreements contained herein shall apply administratively with immediate effect in conformity with their respective national laws.
12. The delegations agreed to meet to discuss further liberalization of the ASAs, once the Horizontal Agreement has come in to force.
13. All provisions of previous Memorandum of Understanding/Agreed Minutes that have not been substituted or superseded by the provisions of this Memorandum of Understanding shall remain in force.

Done at Antalya, Turkey on 20 October 2015.



(Arun Kumar)
Leader of the Indian Delegation



(Lars Österberg)
Leader of the Scandinavian Delegation

LIST OF INDIAN DELEGATION

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| 1. | Mr. Arun Kumar
Joint Secretary,
Ministry of Civil Aviation | Leader |
| 2. | Dr. Shefali Juneja,
Director, Ministry of Civil Aviation | Member |
| 3. | Mr. Sunil Kumar
Director – Regulations & Information
Directorate General of Civil Aviation | Member |
| 4. | Mrs S P Shinde
Asth. General Manager
Air India | Member |
| 5. | Mrs. Madhu Shroff
General Manager
Jet Airways | Member |
| 6. | Mr. Rajan Malhotra
Associate General Manager
IndiGo | Member |
| 7. | Mr. Lokesh Matta
Asth. General Manager
Bangalore International Airport | Member |
| 8. | Mr. Sunil Joshi
Senior Manager
Bangalore International Airport | Member |

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15/05/2017

for

LIST OF DELEGATION OF DENMARK, NORWAY AND SWEDEN

Mr. Lars Österberg	Head of Delegation, Director Ministry of Enterprise and Innovation, Sweden
Ms. Susanne Aristegui Adolphi	Senior Adviser, Swedish Transport Agency, Sweden
Mr. Niels Remmer	Director, Danish Transport and Construction Agency, Denmark
Mr. Andreas H. Kavalaris	Head of Section, Danish Transport and Construction Agency, Denmark
Ms. Ann Kristin Hanssen	Senior Adviser, Ministry of Transport and Communications, Norway
Mr. Pierre Chauvin	Senior Adviser, Ministry of Transport and Communications, Norway

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for

I. Cargo Open Sky

The designated airline(s) of each party shall be entitled to operate all cargo services to any point(s) in the territory of the other party, via any intermediate point (s) and beyond to ant point(s) and vice versa without any limitations on the number of services and/or type of aircraft, with full 3rd, 4th, 5th freedom traffic rights, without exercising cabotage rights. Such all-cargo services may also be operated under co-operative marketing arrangements such as code sharing, blocked space, etc. with any other airline(s), including airlines of third countries.

II. Co-operative Marketing Arrangements

1. When operating or holding out the agreed combination and all cargo services on the specified route(s) any designated airline(s) of either Party may enter into co-operative marketing arrangements, whether as the operating or marketing airline, with –

- (a) the designated airline or airlines of the same party;
- (b) the designated airline or airlines of the other party; or
- (c) the designated airline or airlines of third country.

2. When a designated airline of a Party performs air services under co-operative marketing arrangements as the operating airline, the total capacity operated by that airline will be counted against the capacity entitlements of that party designating the airline.

3. When a designated airline of a party performs air services under co operative marketing arrangements as a marketing airline, the total capacity offered by he performer airline will not be counted against the capacity entitlement of that party designating that airline,

4. All airlines operating or holding out the above services must hold the appropriate authority including route rights, traffic rights and capacity entitlement and meet the requirements normally applied to such arrangements.

5. The designated airline(s) of either side shall be allowed to transfer traffic (i.e. starburst) between aircraft involved in the code-share operations without restriction as to number, size and type of aircraft.

6. In addition to the operating airline(s), the aeronautical authorities of each side may require the marketing airline(s) to file schedules for approval and also provide any other documents before commencement of air services under the co-operative marketing arrangements.

7. The designated airlines of both Parties will, when holding services out for sale, in terms of code-share, blocked space or other joint venture arrangements, make it clear to the purchaser at the point of sale which airline will be the operating airline on each other

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sector of the service and with which airless(s) the purchaser is entering into a contractual relationship.

III. **Routing flexibility**

Any intermediate and/or beyond points not specified on the Route Schedule may be served by the designated airline(s) without exercising fifth freedom traffic rights.

IV. **Intermodal Services**

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

