

## AGREED MINUTES

The Delegation of the Government of the Sultanate of Oman and the Delegation of the Governments of the Kingdom of Denmark, the Kingdom of Norway, and the Kingdom of Sweden, met in Muscat on 20<sup>th</sup> and 21<sup>st</sup> February 1999, to discuss matters relating to the conclusion of the Air Services Agreements between the Government of the Sultanate of Oman and the Government of the Kingdom of Denmark, the Government of the Kingdom of Norway, and the Government the Kingdom of Sweden, respectively, between and beyond their respective territories. The list of the members of the two Delegations is attached hereto as attachment 1.

As a result of these discussions, which were held in a cordial and friendly atmosphere, the two Delegations have agreed on and initialed the text of the Agreements, as Attachment 2, and the text of a Memorandum of Understanding, as Attachment 3.

### 1. TEXT OF THE AGREEMENT:

The two Delegations agreed that with regard to the entry into force of the Agreements in conformity with Article 22 , thereof, appropriate arrangement should be made for the Agreements to be formally signed and for the Diplomatic Notes to be exchanged in due course.

### 2. CHARTER SERVICES:

The delegations noted that nothing in the Agreements prevents airlines of the Contracting Parties to operate non-scheduled cargo and/or passenger services to, from and via the territory of the other Contracting Party, in accordance with rules and regulations concerning such services.

### 3. AVOIDANCE OF DOUBLE TAXATION:

Both Delegations agreed to recommend to their respective concerned authorities to enter into an agreement for avoidance of double taxation on the air transport revenue of the designated airlines and on the employment income of their expatriate staff.

### 4. EXEMPTION FROM PAYMENT OF CUSTOMS DUTIES:

Both Delegations agreed to recommend to their respective competent authorities to exempt from payment of customs duties and other charges in respect of airline revenue documents such as tickets, airways bill, printed stationery, office and reservation equipment, uniforms, advertising materials, promotional items, ground and communications equipment for use of the designated airlines operation.

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**5. PROVISIONAL EFFECT OF THE AGREEMENTS:**

Pending the entry into force of the Air Services Agreements, the two Delegations agreed that the contents of the Agreements and the Memorandum of Understanding shall be provisionally applicable as of today's date to extent possible under national law.

Done at **Muscat** on the 21<sup>st</sup> day of February 1999.

For the Delegation of the  
three Scandinavian countries

For the Delegation of the  
Sultanate of Oman.



Mr. Kurt Lykstoft Larsen,  
Head of the Delegation.



Eng. Ahmed Bin Said Bin Salim Al-Rawahi  
Head of the Delegation.

DELEGATION OF THE SULTANATE OF OMAN

- 1 Eng Ahmed Bin Said Bin Salim Al-Rawahi  
Director General of Civil Aviation & Meteorology  
**Directorate General of Civil Aviation and Meteorology** Leader
- 2 Abdul Rahim bin Salim Al-Harmi  
Dy. Director General for Administration & Financial Affairs.  
**Directorate General of Civil Aviation and Meteorology** Member
- 3 Mr. Rashid Bin Mohamed Bin Hamed Al-Kiyumi  
Director of Air Transport  
**Directorate General of Civil Aviation and Meteorology** Member
- 4 Mr. Abdulrazaq Bin Said Bin Saleh Al-Mandhari  
Bilateral Air Transport Agreements Specialist  
**Directorate General of Civil Aviation and Meteorology** Member
- 5 Mr. Kamis Bin Salem Al-Abri  
Legal Officer  
**Ministry of Communications** Member
- 6 Mr. Hamood Bin Mohamed Bin Hamood Al-Bahlani  
Manager Government Affairs  
**Oman Air** Member
- 7 Mr. Mohamed Ali Shaher  
Manager, Government & International Relations  
**Gulf Air** Member

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**The Scandinavian delegation**

Mr Kurt Lykstoft Larsen  
(Head of Delegation)

Deputy Permanent Secretary  
Ministry of Transport  
Denmark

Mr Thorkild Saxe

Head of Section  
Ministry of Transport  
Denmark

Mr Pierre Chauvin

Head of Division  
Ministry of Transport and Communications  
Norway

Mr Erik Uribarri

Head of Section  
Civil Aviation Administration  
Norway

Mr Johan Ericson

Advisor  
Civil Aviation Administration  
Sweden

Advisor:

Mr Bjørn Hagen

Director  
Corporate Government Affairs  
SAS



# MEMORANDUM OF UNDERSTANDING

With reference to the three Air Services Agreements signed today between the Government of the Sultanate of Oman and the Governments of Denmark, Norway and Sweden, respectively, the Contracting Parties agree to the following :

## 1. DESIGNATION OF AIRLINES:

Pursuant to Article 3 of the Agreement, the Government of the Kingdom of Denmark, the Government of the Kingdom of Norway, and the Government of the Kingdom of Sweden accepts Gulf Air Company (Gulf Air) and Oman Aviation Services Co. S.A.O.G. (Oman Air), as the designated airlines of the Sultanate of Oman, and the Government of the Sultanate of Oman hereby accepts SAS Danmark A/S, SAS Norge ASA and SAS Sverige AB, respectively, as the designated airlines of the Kingdom of Denmark, the Kingdom of Norway, and the Kingdom of Sweden.

Since Gulf Air is the airline co-owned by the four Gulf States, i.e. the Sultanate of Oman, Bahrain, U.A.E, and Qatar, the aeronautical authorities of the Kingdom of Denmark, the Kingdom of Norway, and the Kingdom of Sweden agree not to apply to Gulf Air the provisions of Articles 3 and 4 of the ASA (which relate to the principal place of business and the issuing authority for an Air Operator's Certificate (AOC)) provided the principal place of business remains in the territory of, and the issuing of an AOC remains the responsibility of, the Governments of the above four States and/or their nationals.

Notwithstanding the provisions of Articles 3 and 4 of the Agreements, the three parent companies SAS Danmark A/S, SAS Norge ASA 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. While services are operated under the style of SAS, services may not be operated by SAS Danmark A/S, SAS Norge ASA or SAS Sverige AB as individual companies.

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 ASA 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.



## 2. CAPACITY AND FREQUENCIES:

The Governments agree that the designated airlines of both Contracting Parties may operate unlimited passenger and/or freighter services between their respective territories without any restrictions regarding capacity, frequencies, type of aircraft or schedules.

## 3. CODE SHARING:

One) The designated airline or airlines of both sides may enter into arrangements with an airline or airlines of any nationality whereby any of the airlines concerned operate services under the code of two or more of the airlines concerned, provided that each sector is operated by an airline with the rights to carry traffic on that sector.

Two) It was further decided that each airline involved in code-share arrangements pursuant to this paragraph must, in respect of any ticket sold by it, make clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

Done at \_\_\_\_\_ on the \_\_\_\_\_

For the Kingdom of Denmark.

For the Sultanate of Oman.



For the Kingdom of Norway.

For the Kingdom of Sweden.



AGREEMENT

BETWEEN

THE GOVERNMENT OF THE SULTANATE OF OMAN

AND

THE GOVERNMENT OF THE KINGDOM OF DENMARK

FOR

AIR SERVICES BETWEEN AND BEYOND

THEIR RESPECTIVE TERRITORIES



AGREEMENT BETWEEN  
THE GOVERNMENT OF THE SULTANATE OF OMAN  
AND  
THE GOVERNMENT OF THE KINGDOM OF DENMARK  
FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES.

The Government of the Sultanate of Oman and the Government of the Kingdom of Denmark, hereinafter referred to as the "Contracting Parties";

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944;

Desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories;

HAVE AGREED AS FOLLOWS:

ARTICLE 1 - DEFINITIONS

For the purpose of this Agreement, and unless the context otherwise requires:

- a) The term "the 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 Convention under Articles 90 and 94 thereof; so far as those Annexes and amendments have become effective for or been ratified by both Contracting Parties;
- b) The term "aeronautical authorities" means in the case of the Government of the Sultanate of Oman, the Minister of Communications and any person or body authorized to perform any functions at present exercisable by the said Minister or similar functions; and in the case of the Government of the Kingdom of Denmark, the Ministry of Transport or any person or body authorized to perform any particular function to which this Agreement relates.
- c) The word "designated airline" means airlines which have been designated and authorized in accordance with Article 3 of this Agreement;
- d) The terms "territory", "air service", "international air service", "airlines" and "stop for non-traffic purposes" have the meaning laid down in articles 2 and 96 of the Convention;



- e) The word "capacity" in relation to an aircraft means the pay load of that aircraft available on a route or section of a route;
- f) The word "capacity" in relation to agreed service means the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period on a route or section of a route;
- g) The word "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for other services performed by carrier in connection with the air transportation, and including remuneration and conditions offered to agencies, but excluding remuneration or conditions for the carriage of mail;
- h) The term "Annex" means any Annex to this Agreement or as amended in accordance with the provisions of paragraph 3 of Article 19 of this Agreement. The Annexes form an integral part of this Agreement and all references to the Agreement include the Annexes unless otherwise stated;
- i) The term "this Agreement" means this Agreement, its Annexes and any amendments thereto;
- j) The term "user charge" means a charge made to airlines by the competent authorities or permitted by them to be made for the provision of airport property or facilities or of air navigation facilities, including related services and facilities, for aircraft, their crew, passengers and cargo.

## ARTICLE 2 - GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing and operating scheduled international air services on the routes specified in the Route Schedules of this Agreement. Such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively. The airline designated by each Contracting Party shall enjoy the following rights:
  - a) to fly without landing across the territory of the other Contracting Party;
  - b) to make stops in the said territory for non-traffic purposes; and
  - c) to take up and to put down passengers, cargo and mail at any point on the specified routes subject to the provisions contained in the Route Schedules of the present Agreement.
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 OF AIRLINES

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party One or two airlines for the purpose of operating the agreed services on the specified routes.
2. On receipt of such a designation the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without undue delay grant to a designated airline the appropriate operating authorization.
3. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy these authorities that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by these authorities in conformity with the provisions of the Convention.
4. Each Contracting Party may refuse to grant the operating authorizations referred to in paragraph (2) of this Article, or impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 2 of this Agreement, in any case where the said Contracting Party is not satisfied that the airline is:
  - i) incorporated and has its principal place of business in the territory of the other Contracting Party; and
  - ii) holds a current Air Operator's Certificate issued by the aeronautical authority of the other Contracting Party.
5. When an airline has been so designated and authorized it may begin at any time to operate the agreed services, provided that the airline complies with the applicable provisions of this Agreement.

### ARTICLE 4 - REVOCATION OR SUSPENSION OF OPERATING AUTHORIZATION

1. The aeronautical authorities of each Contracting Party may revoke an operating authorization or suspend the exercise of the rights specified in Article 2 of this Agreement by an airline designated by the other Contracting Party, or impose such conditions as it may deem necessary on the exercise of these rights:
  - (a) in any case where it is not satisfied that the airline:
    - (i) is incorporated and has its principal place of business in the territory of the other Contracting Party; and



- (ii) holds a current Air Operator's Certificate issued by the aeronautical authority of the other Contracting Party; or
  - (b) in the case of failure by that airline to comply with the laws or regulations normally and reasonably applied by the Contracting Party granting those rights; or
  - (c) if the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement;
2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringement of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.
3. In the event of action by one Contracting Party under this Article, the right of the other Contracting Party under Article 17 shall not be prejudiced.

#### ARTICLE 5 - EXEMPTION FROM CUSTOMS AND OTHER DUTIES

1. Aircraft operated in international air services by the designated airline of either Contracting Party as well as its supplies of fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores (including food, beverages and tobacco) introduced into the territory of the other Contracting Party, or taken on board an aircraft, within reasonable limits, in that territory and intended solely for use by or in the aircraft of that airline shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees or similar duties or charges, even though such supplies are to be used by such aircraft on flights in that territory.
2. Supplies of fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores (including food, beverages and tobacco) retained on board an aircraft of the designated airline of one Contracting Party engaged in international air services shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees or similar duties, or charges. Goods so exempted may only be unloaded with the approval of the Customs Authorities of the other Contracting Party. Those goods which are re-exported shall be kept in bond until re-exportation under customs supervision.
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 Contracting Party has entered into arrangement 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 6 - APPLICABILITY OF LAWS AND REGULATIONS

1. The laws and regulations of each Contracting Party shall apply to the navigation and operation of the aircraft of the airline designated by one Contracting Party during entry into, stay in, departure from and flight over the territory of the other Contracting Party.
2. The laws and regulations of each Contracting Party relating to the arrival in, or departure from its territory of passengers, crews and cargo and in particular regulations regarding passports, customs, currency and medical and quarantine formalities shall be applicable to passengers, crews and cargo arriving in, or departing from the territory of one Contracting Party in aircraft of the airline designated by the other Contracting Party.
3. Passengers in transit across the territory of either Contracting party shall be subject to no more than a very simplified customs and immigration control. Baggage and cargo in direct transit shall be kept from customs duties and other similar taxes.
4. Neither Contracting party may grant any preference to its own or any other airline over the designated airline of the other Contracting Party in the application of the laws and regulations provided for in this Article.
5. Airlines designated by each Contracting Party shall comply with the laws of the other Party as to the admission to, or taking out from its lands of animals and plants, while its aircraft enter into, stay in, or depart from the territory of that Contracting Party.

## ARTICLE 7 – PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

1. Each Contracting Party shall allow a fair and equal opportunity for the designated airlines of both Contracting Parties to compete in the international air transportation covered by this agreement.
2. Each Contracting party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practice adversely affecting the competitive position of the airlines of the other Contracting party.
3. Neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of services, 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 reason under uniform conditions consistent with Article 15 of the Convention.



#### ARTICLE 8 – USER CHARGES

1. Neither Contracting Party shall impose on a designated airline of the other Contracting Party user charges higher than those imposed on its own airlines operating between the territories of the Contracting parties.
2. Each Contracting Party shall encourage consultations on user charges between its competent charging authorities and the airlines using the services and facilities provided by those charging authorities, where practicable through those airlines representative organizations. Reasonable notice of any proposals for changes in such charges could be given to such users to enable them to express their views before changes are made. Each Contracting party shall encourage its competent charging authorities and such users to exchange appropriate information concerning such charges.

#### ARTICLE 9 – AIRLINES REPRESENTATION

1. For the commercial and technical matters concerning the operation of the agreed services each Contracting Party shall grant to the designated airline of the other Contracting Party the right to position representatives in the territory of the first Contracting Party. These representatives shall be positioned in accordance with the laws and regulations in force in the territory of the other Contracting Party.
2. The designated airline of a Contracting Party shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party, either directly or through agents. A Contracting Party shall not restrict the right of the designated airlines of the other Contracting party to sell, and of any person to purchase, such transportation in local or in any freely convertible currency. Nor shall a Contracting Party restrict the right of a designated airline of the other Contracting Party to pay in local or in any freely convertible currency its locally incurred costs.

#### ARTICLE 10 - APPROVAL OF TIMETABLES

1. Airlines designated by a Contracting Party shall submit their timetables for approval to the Aeronautical authorities of the other Contracting 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 timetable at a later date shall also be submitted for approval.



## ARTICLE 11 - TARIFFS

1. The tariffs to be applied by a designated airline of a Contracting Party for services covered by this Agreement shall be established at reasonable levels, due regard being paid to all relevant factors, including interests of users, cost of operation, characteristics of service, commission rates, reasonable profit, tariffs of other airlines, and other commercial considerations in the market-place.
2. The aeronautical authorities shall give particular attention to tariffs which may be objectionable because they appear unreasonably discriminatory, unduly high or restrictive because of the abuse of a dominant position, artificially low because of direct or indirect subsidy or support, or predatory.
3. The tariffs shall be filed not later than 24 hours before the proposed date of their introduction. The aeronautical authorities may approve or disapprove tariffs filed for one-way or round-trip carriage to and from the territories of the two Contracting Parties which commences in their own territory. In case of disapproval they shall give notice of disapproval to the aeronautical authorities of the other Contracting Party as soon as possible or at least within 14 days of the filing being received.
4. Neither of the aeronautical authorities shall take unilateral action to prevent the inauguration of proposed tariffs or the continuation of effective tariffs for carriage between the territories of the two Contracting Parties commencing in the territory of the other Party.
5. Notwithstanding paragraph 4 above, where the aeronautical authorities of either Contracting Party believe that a tariff for the carriage to its territory falls within the categories described in paragraph 2 above, they shall give notice of disapproval to the aeronautical authorities of the other Contracting Party as soon as possible or at least within 14 days of the date of filing being received by them.
6. The aeronautical authorities of each Contracting Party may request consultations regarding any tariff which was subject of disapproval. Such consultations shall be held not later than 30 days after receipt of the request. If the Contracting Parties reach agreement, each Party shall use its best efforts to put that agreement into effect. If no agreement is reached, the decision of the Contracting Party in whose territory the carriage originates shall prevail.
7. For carriage between the territories of the Contracting Parties, the aeronautical authorities shall permit the designated airline of the other Contracting Party to match any tariff on the same city pair currently authorized for application by an airline of either Contracting Party or of a third State.



## ARTICLE 12 - PROVISION OF STATISTICS

The aeronautical authorities of a Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statement of statistics as may be reasonable required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of the Contracting Party referred to first in this Article. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic to the extent possible.

## ARTICLE 13 - AVIATION SAFETY

1. Each contracting 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 place within thirty (30) days of that request.
2. If, following such consultation, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days 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 Contracting Party on services to or from the territory of another Party, may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the other Contracting 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 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 establish at that time pursuant to the convention, or
  - b. serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

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



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 Contracting Party in accordance with paragraph 3 of this Article is denied by the representative of that airline or airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 above arise and draw the conclusions referred in that paragraph.
6. Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
7. Any action by one Contracting Party in accordance with paragraphs 2 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist.

#### ARTICLE 14 - AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the 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 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971 and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, or any other convention on aviation security to which both Contracting Parties shall become members.
2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft who are incorporated and have their principal place of business in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.





4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph (3) above required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo, mail and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
5. When 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, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

#### ARTICLE 15 - 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.

#### ARTICLE 16- CONSULTATIONS

Either Contracting 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 sixty (60) days from the date of the other Contracting Party receives a written request, unless otherwise agreed by the Contracting Parties.



## ARTICLE 17 - SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall endeavour to settle it by negotiation.
2. If the Contracting Parties fail to reach a settlement of the dispute by negotiation, they may agree to refer the dispute for decision to an arbitrator. Or the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three (3) arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute, and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by of either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In all cases, the third arbitrator shall be a national of a third State, shall act as President of the arbitral 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 tribunal shall reach its decision by a majority of votes.
3. Each Contracting Party shall bear the costs of the arbitrator it has nominated as well as of its representation in the arbitrate proceeding. The cost of the president and any other costs shall be born in equal parts by the contracting Parties.
4. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.

## ARTICLE 18 - MULTILATERAL CONVENTIONS

In the event of the conclusion of a Multilateral Convention or Agreement concerning air transport to which both Contracting Parties adhere, this Agreement shall be modified to conform to the provisions of such Convention or Agreement.



### ARTICLE 19 - AMENDMENTS

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement including the Annexes, which shall be deemed to be a part of the Agreement, it shall request for consultations in accordance with Article 16 of this Agreement. Such consultations may take place by exchange of communications.
2. If the amendment relates to the provisions of the Agreement other than of the Annexes, the amendment shall be approved by each Contracting Party in accordance with its legal/ constitutional procedure and shall come into effect when confirmed by an exchange of notes through the diplomatic channel.
3. If the amendment relates only to the provisions of the Annexes, it may be agreed upon between the Aeronautical Authorities of both Contracting Parties.

### ARTICLE 20 - REGISTRATION WITH THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

### ARTICLE 21 - TERMINATION OF THE AGREEMENT

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry date of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.




**ARTICLE 22 - COMING INTO FORCE**

The Agreement shall be approved according to the legal requirements in the country of each Contracting Party and shall come provisionally into force from the date of signature, and definitely on the day of an exchange of diplomatic notes confirming that these requirements have been fulfilled.

IN WITNESS THEREOF the undersigned plenipotentiaries being duly authorized thereto by their respective Governments, have signed this Agreement.

Done this..... day of .....at.....in duplicate in the Arabic, Danish and English Languages, all texts being equally authentic. In the event of there being any dispute as to the interpretation and/or the application of the Agreement the English text shall prevail.

For the Government of  
the Sultanate of Oman

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For the Government of  
the Kingdom of Denmark

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**ANNEX**

**ROUTE SCHEDULE – 1**

Routes to be operated by the designated airlines of the Sultanate of Oman:

<b><u>FROM</u></b> (1)	<b><u>INTERMEDIATE</u></b> <b><u>POINTS</u></b> (2)	<b><u>TO</u></b> (3)	<b><u>POINTS BEYOND</u></b> (4)
Points in Oman	Any Points	Points in Denmark	Any Points

1. Nothing will prevent a designated airline of either Contracting Party to serve any intermediate and/or any beyond points, provided that no commercial rights are exercised between those points and the territory of the other Contracting Party. However, the carriage of own stop-over traffic on such sectors shall be permitted.
  
2. The exercise of any 5<sup>th</sup> freedom traffic rights would have to be agreed upon between the aeronautical authorities of the Contracting Parties. However, each designated airline of the Sultanate of Oman may serve one intermediate point and one beyond point of its choice with 5<sup>th</sup> freedom traffic rights. Such choice(s) shall be communicated to the aeronautical authorities of the other Contracting Party.



**ROUTE SCHEDULE – 2**

Routes to be operated by the designated airlines of the Kingdom of Denmark:

<b><u>FROM</u></b> (1)	<b><u>INTERMEDIATE</u></b> <b><u>POINTS</u></b> (2)	<b><u>TO</u></b> (3)	<b><u>POINTS BEYOND</u></b> (4)
Points in Denmark	Any Points	Points in Oman	Any Points

1. Nothing will prevent a designated airline of either Contracting Party to serve any intermediate and/or any beyond points, provided that no commercial rights are exercised between those points and the territory of the other Contracting Party. However, the carriage of own stop-over traffic on such sectors shall be permitted.
2. The exercise of any 5<sup>th</sup> freedom traffic rights would have to be agreed upon between the aeronautical authorities of the Contracting Parties. However, each designated airline of the Kingdom of Denmark may serve one intermediate point and one beyond point of its choice, excluding Dubai and points in India respectively, with 5<sup>th</sup> freedom traffic rights. Such choice(s) shall be communicated to the aeronautical authorities of the other Contracting Party.

