

Original

RECORD OF DISCUSSIONS

1. A delegation representing jointly the Governments of Denmark, Norway and Sweden, and a delegation representing the Government of Jamaica, met on 5 December 2016 at ICAN2016 in Nassau to discuss their civil aviation relations.
2. The talks were held in a very friendly and cordial atmosphere.
3. Lists of the delegations are attached as Appendices I and II.
4. The delegations agreed upon and intialled new Air Services Agreements (ASAs) between their respective countries, Appendix III. They also agreed upon and intialled an MoU on the cooperation regarding Scandinavian Airlines System (SAS), Appendix IV.
5. As regards the issue of competition, the Scandinavian delegation proposed the insertion of the EU standard clause on Fair Competition, but the Jamaican delegation was not presently in a position to accept that text.
6. As regards the issue of 7th freedom traffic rights for all-cargo operations, the Jamaican delegation proposed to include a separate provision in the draft ASAs. Instead of such an inclusion, the delegations agreed that they would consider favorably requests for such operations on a case-by-case basis.
7. As regards non-scheduled operations, the delegations agreed that they would take a liberal stance on applications for such services, in accordance with national regulations.
8. Arising from the request from the Scandinavian delegation, the Jamaican delegation accepted the insertion of a text in the ASA between Norway and Jamaica regarding the exemption of the archipelago of Svalbard from the ASA.
9. Considering that the entry into force of the ASAs and the MoU may require some time, the delegations agreed that they would apply, on an administrative basis, the ASAs and the MoU with immediate effect, pending their entry into force, to the extent possible under national law.

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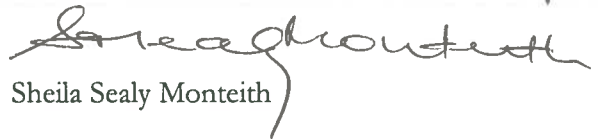
Done at Nassau on 5 December 2016

For the Scandinavian delegation



Niels Remmer

For the Jamaican delegation



Sheila Sealy Monteith

The Scandinavian delegation

Mr. Niels Remmer, Director
Danish Transport and Construction Agency
DENMARK
(Head of Delegation)

Mr. Thorkild Saxe, Senior Adviser
Danish Transport and Construction Agency
DENMARK

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

Mr. Lars Österberg, Senior Adviser
Ministry of Enterprise and Innovation
SWEDEN



Appendix II

The Jamaican delegation

Amb. Sheila Sealy Monteith	-	Head of Delegation Under-Secretary, Multilateral Affairs Ministry of Foreign Affairs & Foreign Trade
Ms. Valerie Simpson	-	Director of Transport Policy Ministry of Transport and Mining
Mrs. Jodi Munn-Barrow	-	Secretary General, MOU Ministry of Transport and Mining
Mrs. Julia Moncreiffe Wiggan	-	Legal Officer Ministry of Transport and Mining
Mr. Jermaine Case	-	Crown Counsel Attorney General's Chambers
Mr. Michael Hepburn	-	Director, Economic Regulation Jamaica Civil Aviation Authority
Ms. Karen Thompson	-	Manager, Research and Development Jamaica Civil Aviation Authority
Mrs. Jacqueline Fairclough	-	Consultant - Air Policy

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Air Services Agreement

between

the Government of Jamaica

and

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

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Contents

Preamble

Article 1

Definitions

Article 2

Applicability of the Chicago Convention

Article 3

Grant of Traffic Rights

Article 4

Designation and Operating Authorisation

Article 5

Revocation, Limitation or Suspension of Operating Authorisation

Article 6

User Charges & Utilisation of Airports and Facilities

Article 7

Exemption from Customs Duties

Article 8

Storage of Airborne Equipment and Supplies

Article 9

Applicability of Laws and Entry Clearance Regulations

Article 10

Capacity Provisions

Article 11

Tariffs

Article 12

Fair Competition

Article 13

Transfer of Earnings

Article 14

Airline Representation

Article 15

Approval of Flight Schedules

Article 16

Aviation Safety

Article 17

Aviation Security

Article 18

Recognition of Certificates and Licenses

Article 19

Ground Handling

Article 20

Multilateral Agreements

Article 21

Consultations

Article 22

Amendments

Article 23

Settlement of Disputes

Article 24

Registration

Article 25

Termination

Article 26

Entry into Force

ANNEX I and II



The Government of Jamaica and the Government of the Kingdom of [Denmark/Norway/Sweden], hereinafter referred to respectively as the “Contracting Party” and collectively 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 for the main purpose of establishing scheduled air services between and beyond their respective territories;

Desiring to promote an international aviation system based on competition among Airlines in the marketplace with minimum government interference and regulation;

Desiring to facilitate the expansion of International Air Service opportunities;

Recognising that efficient and competitive International Air Services enhance trade, the welfare of consumers and economic growth;

Have agreed as follows:

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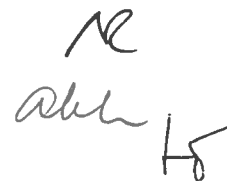
Article 1
Definitions

1. For the purpose of this Agreement, unless the context otherwise requires:
- (a) "**Aeronautical Authorities**" means, in the case of Jamaica, the Minister responsible for civil aviation or the Jamaica Civil Aviation Authority; and in the case of the Kingdom of [*Denmark/Norway/Sweden*], [*The Danish Transport and Construction Agency / 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;
 - (b) "**Agreed Services**" means a schedule of International Air Service on the routes specified in the Annex to this Agreement;
 - (c) "**Agreement**" means this Agreement, its Annex and any amendments thereto;
 - (d) "**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;
 - (e) "**Caribbean Community (CARICOM)**" means the Community of States established under Article 2 of the Revised Treaty of Chaguaramas establishing the Caribbean Community including the Caribbean Single Market and Economy and the term "**Member State of the Caribbean Community**" shall refer to any of the States listed in Annex II to this Agreement;
 - (f) "**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 Contracting Parties;



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- (g) "**Designated Airline**" means an airline which has been designated in accordance with Article 4 of this Agreement;
- (h) "**Specified Routes**" means a route specified in the Annex to this Agreement;
- (i) "**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;
- (j) "**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
- (k) "**user charge**" means a charge imposed on 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;
- (l) "**EEA Member States**" means Member States of the European Union (EU) and the Member States of the European Free Trade Association (EFTA) that also are Contracting Parties to the Agreement on the European Economic Area (EEA); and
- (m) "**EEA EFTA States**" means Member States of the European Free Trade Association (EFTA) 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].
3. References in this Agreement to airlines of Jamaica shall be understood as referring to airlines designated by Jamaica.



Article 2
Applicability of the Chicago Convention

The provisions of this Agreement shall be subject to the provisions of the Chicago Convention insofar as those provisions are applicable to International Air Services.

Article 3
Traffic Rights

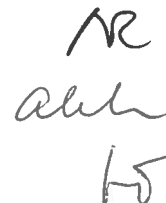
1. Each Contracting Party grants to the other Contracting Party the following rights for the conduct of international air services by airlines designated by the other Contracting Party:

- (a) to fly across its territory without landing,
- (b) to make stops in its territory for non-traffic purposes,
- (c) to make stops in the said territory at the points specified in the Annex to this Agreement for the purpose of taking on board and discharging - in international traffic - passengers, cargo and mail, separately or in combination.

2. Nothing in paragraph 1 of this Article shall be deemed to confer on a Designated Airline of one Contracting Party the right of taking on board - in the territory of the other Contracting Party - passengers, cargo, and mail carried for remuneration or hire and destined for another point in the territory of that Contracting Party.

3. The airlines of each Contracting Party, other than those designated under Article 4, shall also enjoy the rights specified in paragraph 1 (a) and (b) of this Article.

4. If, because of armed conflict, political disturbances or developments, or special and unusual circumstances, a Designated Airline of one Contracting Party is unable to operate an



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agreed service on its specified route, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of routes.

Article 4

Designation and Authorization of Airlines

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

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

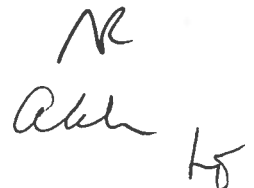
a) in the case of an airline designated by [*Denmark/Norway/Sweden*]:

(i) it is established in the territory of [*Denmark/Norway/Sweden*] under the European Union ("EU") Treaties or under the Agreement on the European Economic Area ("EEA"), 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 Jamaica:

(i) the airline has its principal place of business in the territory of Jamaica;



- (ii) and that Jamaica has and maintains effective regulatory control of the airline;
and
- (iii) the airline holds a valid Air Operator's Certificate issued by Jamaica; OR
- (iv) where (b)(i) does not apply:
- the airline is established in the territory of Jamaica and has a valid Air Operator's Certificate issued by a Caribbean Community Member State in accordance with the applicable law of the Caribbean Community Member State; and
 - effective regulatory control of the airline is exercised and maintained by the Caribbean Community Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation; and
 - the airline is owned, directly or through majority ownership, and it is effectively controlled by a Caribbean Community Member States and/or by their nationals;
- c) the Designated Airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party considering the application or applications.
3. When an airline has been so designated and authorized, it may begin to operate air services on the routes specified in the Annex provided that the airline complies with all applicable provisions of this Agreement.

Article 5

Revocation or Suspension of Authorization

1. Either Contracting Party may revoke, suspend or limit the operating authorization or technical permissions of an airline designated by the other Contracting Party where:
- a) in the case of an airline designated by [Denmark/Norway/Sweden]:

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- (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;
- b) in the case of an airline designated by Jamaica:
- (i) the airline does not have its principal place of business in the Territory of Jamaica or that Jamaica does not have or maintain effective regulatory control of the airline or does not hold a valid operating licence issued by Jamaica;
- or
- (ii) the airline is not established in the territory of Jamaica or does not have a valid Air Operator's Certificate issued by a Caribbean Community Member State in accordance with the applicable law of that Caribbean Community Member State; or
 - (iii) effective regulatory control of the airline is not exercised or not maintained by the Caribbean Community Member State responsible for issuing its Air Operator's Certificate or the relevant aeronautical authority is not clearly identified in the designation; or
 - (iv) the airline is not owned, directly or through majority ownership, or is not effectively controlled by a Caribbean Community Member States and/or by their nationals;
- or
- c) that airline has failed to comply with the laws and regulations of the Contracting Party granting this authorization or these permissions.



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2. Unless immediate revocation or suspension of the operating authorization mentioned in paragraph 1 of this Article, or imposition of the conditions therein is essential to prevent further infringements of laws and regulations, such right shall be exercised only after consultations with the other Contracting Party.

Article 6

User Charges and the Utilization of Airports and Facilities

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. Any air navigation facility charge imposed on international traffic performed by airlines designated or licensed by one of the Contracting Parties shall be reasonably related to the cost of service rendered to the airline concerned, and levied in accordance with the applicable 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 Contracting Parties of airports as well as of all other facilities under their control.

4. Each Contracting Party shall encourage consultations on user charges between its competent charging bodies and the airlines using the services and facilities provided by those charging bodies, where practicable through those airlines' representative organizations. Reasonable notice of any proposals for changes in such charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging bodies and such users to exchange appropriate information concerning such charges.

Article 7

Exemption from Customs Duties

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1. Aircraft operated on international air services by a Designated Airline of either Contracting 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 Contracting 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 Contracting 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 Contracting Party;
- (b) spare parts, including engines, introduced into the territory of a Contracting Party for the maintenance or repair of aircraft used in an international air service of a Designated Airline of the other Contracting Party; and
- (c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Contracting Party for use in an aircraft engaged in an international air service of a Designated Airline of the other Contracting Party, even when these supplies are to be used on a part of the journey performed over the territory of the Contracting Party in which they are taken on board.

3. The items referred to in paragraphs 1 and 2 of this Article may be required to be kept under the supervision or control of the appropriate authorities.

4. The exemptions provided for by this Article shall also apply in situations where a Designated Airline of one Contracting Party has entered into arrangements with other airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in



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paragraphs 1 and 2 of this Article, provided such other airlines similarly enjoy such exemptions from the other Contracting 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 airline of Jamaica 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.

6. Nothing in this Agreement shall prevent Jamaica 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 airline of [*Denmark/Norway/Sweden*] that operates between a point in the territory of Jamaica and another point in the territory of Jamaica or a point in the territory of another Caribbean community Member State.

Article 8

Storage of Airborne Equipment and Supplies

The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party, may be unloaded in the territory of the other Contracting 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 laws and regulations.

Article 9

Applicability of Laws and Entry Clearance Regulations

1. Passengers in transit across the territory of either Contracting 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 Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air services, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline designated by the other Contracting Party as they are applied to its own and shall be complied with by such aircraft upon entrance into or departure from and while within the territory of the first Contracting Party.

3. The laws and regulations of one Party relating to the entry into, stay in and departure from its territory of passengers, crew and cargo including mail such as those regarding immigration, customs, passports, currency and health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the Designated Airline of the other Party while they are within the said territory.

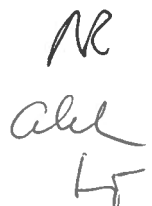
4. Neither Contracting Party may grant any preference to any airline over a Designated Airline of the other Contracting Party in the application of the laws and regulations provided for in this Article.

Article 10 **Capacity Provisions**

1. Each Contracting Party shall allow 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 practices adversely affecting the competitive position of the airlines of the other Contracting Party.

3. Each Contracting Party shall allow each Designated Airline to determine the frequency and capacity of the international air transport services it offers, according to commercial and market-based considerations.



4. Neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the Designated Airlines of the other Contracting Party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

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

Article 11

Tariffs

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

2. Without limiting the application of general competition and consumer law in each Contracting Party, intervention by the Contracting Parties may be initiated to:

- a) prevent unreasonably discriminatory tariffs or practices;
- b) protect consumers from tariffs that are unreasonably high or unreasonably restrictive due either to the abuse of a dominant position or to concerted practices among air carriers;
- c) protect airlines from tariffs that are artificially low because of direct or indirect governmental subsidy or support; and
- d) protect airlines from tariffs that are artificially low, where evidence exists as to an intent to eliminate competition.

3. If one Contracting Party believes that any tariff is inconsistent with the considerations set out in paragraph 2 above, it may request consultations and notify the other Contracting Party of the reasons for its dissatisfaction. These consultations shall be held not later than 14 days after receipt of the request. Without a mutual agreement the tariff shall take effect or continue in effect.



Article 12
Fair Competition

1. Each Designated Airline shall have a fair and equal opportunity to compete in providing the international air transportation governed by the Agreement.

2. Each Contracting Party shall take action to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of a Designated Airline of the other Contracting Party.

Article 13
Transfer of Earnings

Each Designated Airline shall have the right to convert and remit to its country, or any other 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 or other financial institutions for carrying out such conversion and remittance.

Article 14
Airline Representation

1. Each Contracting Party grants to a Designated Airline of the other Contracting Party, on the basis of reciprocity, and in accordance with its laws and regulations relating to entry, residence and employment, the right to maintain in its territory representatives including

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office, administrative, commercial and technical personnel as may be necessary for the requirements of the Designated Airline concerned.

2. The Designated Airlines of a Contracting Party shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party, 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.

3. The Designated Airlines of each Contracting Party shall have the right to enter into arrangements to use the services and personnel of any other organisation, company or Airline operating in the territory of the other Contracting Party.

4. The Designated Airline or Airlines of each Contracting Party shall have the right to establish offices in the territory of the other Contracting Party for the promotion and sale of International Air Services.

Article 15

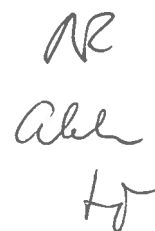
Approval of Flight Schedules

1. Airlines designated by a Contracting Party shall submit their traffic programmes for approval to the Aeronautical Authority 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 air traffic programme at a later date shall also be submitted for approval.

Article 16

Aviation Safety



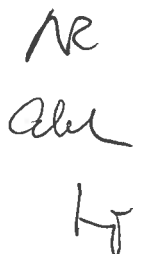
1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of that request.

2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed shall be grounds for the application of Article 5 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 the other Contracting 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 such ramp inspection or series of ramp inspections gives rise to:

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



the 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 above is denied by the representative of that airline or airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 above arise and draw the conclusions referred in that paragraph.

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, 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.

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 Contracting Party under Articles 4 and 5 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.

9. Where Jamaica has designated an air carrier whose regulatory control is exercised and maintained by another Caribbean Community Member State, the rights of the other Contracting Party under Articles 4 and 5 shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other CARICOM Member State, and in respect of the operating authorisation of that air carrier.



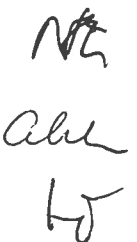
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Article 17
Aviation Security

1. Each Contracting Party reaffirms that its obligation to the other Contracting Party to protect the security of civil aviation against unlawful interference forms an integral part of this Agreement. Each Contracting Party shall in particular act in conformity with the aviation security provisions of the *Convention on Offences and Certain Other Acts Committed on Board Aircraft*, signed at Tokyo on 14 September 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft*, signed at the Hague on 16 December 1970, the *Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation*, signed at Montreal on 23 September 1971, and *Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on 23 September 1971*, signed at Montreal on 24 February 1988 and the *Convention on the Marking of Plastic Explosives for the Purpose of Detection signed at Montreal on 1 March 1991*, and any other multilateral agreement governing civil aviation security binding upon both Contracting Parties.

2. Each Contracting Party shall be provided at its request with all necessary assistance by the other Contracting Party to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

3. The Contracting 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 Contracting 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 Contracting Party agrees that its operators of aircraft shall be required to observe, for entry into, departure from or while within the territory of the other Contracting Party, aviation security provisions in conformity with the laws in force in that country, including, in the case of [Denmark/Norway/ Sweden], European Union law and EEA law. 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.

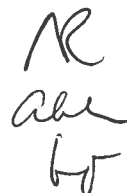
5. If an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airport or air navigation facilities occurs, each Contracting Party shall assist the other Contracting Party by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, the Aeronautical Authorities of that Contracting Party may request immediate consultations with the Aeronautical Authority of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorisation and technical permissions of the airlines of that Contracting Party. When required by an emergency, a Contracting Party may take interim action prior to the expiry of fifteen (15) days.

Article 18

Recognition of Certificates and Licences

Certificates of airworthiness, certificates of competency and licences issued or validated in accordance with the laws and regulations of one Contracting Party, including, in the case of [Denmark/Norway/Sweden], European Union laws and regulations or national law adopted under the EEA Agreement and unexpired shall be recognised as valid by the other



Contracting Party for the purpose of operating the agreed services, provided always that such certificates or licences were issued or validated, equal or above the minimum standards established under the Chicago Convention.

Article 19
Ground Handling

1. Each designated airline shall have the right to provide their own ground handling services in the territory of the other Contracting 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 or as long as the laws and regulations applicable to ground handling in the territory of one Contracting 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. For each Designated Airline, the right to perform self-handling shall be subject, on a non-discriminatory basis, to physical constraints resulting from limitations of airport space and considerations of safety and security.

Article 20
Multilateral Agreements

If both Contracting Parties become parties to a multilateral agreement that addresses matters covered by this Agreement, they shall consult, in accordance with Article 21 (Consultations) to determine whether this Agreement should be revised to take into account such multilateral agreement.

Article 21
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 thirty (30) days from the date the other Contracting Party receives a written request, unless otherwise agreed by the Contracting Parties.

Article 22

Amendments

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

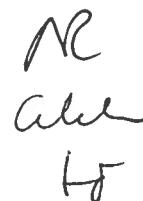
2. Amendments to the Annex to this Agreement may be made by direct agreement between the Aeronautical Authorities of the Contracting Parties and as confirmed by an exchange of diplomatic notes

Article 23

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 through consultations.

2. If the Contracting Parties fail to reach a settlement of the dispute by consultation, the dispute may at the request of either Contracting Party be submitted for decision to an arbitration of three 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 period of sixty (60) days from the date of nomination of the two other arbitrators. 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 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 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 Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Contracting Parties including any expenses by the president of the Council of ICAO in implementing the procedures in paragraph (2) of this article.

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

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

Article 24

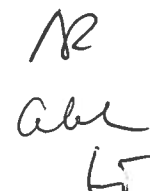
Registration

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

Article 25

Termination

Either Contracting Party may at any time give notice through diplomatic channels 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 the notice of



termination by the other Contracting Party, unless the notice of termination is withdrawn by agreement before the expiry 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 26

Entry into Force

This Agreement shall enter into force on the date of its signature. Upon entry into force, this Air Services Agreement shall supersede the Air Services Agreement between the Government of Jamaica and the Government of the Kingdom of [Denmark/Norway/Sweden] signed at Montego Bay on 13 October 1976, and all amendments thereto, as well as all related Memoranda of Understanding.

[For the Agreement with Norway only: Upon signature of this Agreement the Kingdom of Norway shall have the right to exempt the territory of Svalbard from the application of this Agreement.]

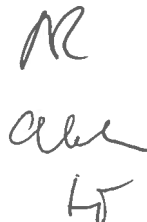
In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

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

FOR THE GOVERNMENT OF
JAMAICA

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





ANNEX I

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

From points in Jamaica 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 Jamaica and points beyond.

2. Nothing will prevent a Designated Airline of either Contracting Party to omit serving intermediate and/or beyond points.
3. The Designated Airlines of both Contracting Parties are entitled to exercise full fifth freedom traffic rights on the above routes.
4. In operating or holding out services on the agreed routes, any Designated Airline of one Contracting Party may enter into co-operative marketing arrangements such as blocked-space or code sharing arrangements, with
 - a) an airline or airlines of either Contracting Party; and/or
 - b) an airline or airlines of a third Party. If such third Party does not acknowledge or allow comparable arrangements between the airlines of the other Contracting Party and other airlines on services to, from and via such third country, the Contracting Parties have the right not to accept such arrangements.

The above provisions are, however, subject to the following conditions:

1. The operating airline must, for a route sector to/from the territory of one of the Contracting Parties, hold route rights for that sector.
2. The operating airline or the airline holding out services under its own code on a code sharing sector must hold traffic rights for that code sharing sector.
3. All airlines must meet the requirements applied to such arrangements regarding information to customers and filing procedures.

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ANNEX II

**LIST OF CARICOM MEMBER STATES REFERRED TO IN ARTICLES 4
(DESIGNATION AND AUTHORISATION OF AIRLINES) AND 5 (REVOCATION
OR SUSPENSION OF OPERATING AUTHORISATIONS) OF THIS AGREEMENT**

Antigua and Barbuda
Commonwealth of the Bahamas
Barbados
Belize
Commonwealth of Dominica
Grenada
Republic of Guyana
Haiti
Jamaica
St. Kitts and Nevis
St. Lucia
St. Vincent and the Grenadines
Republic of Suriname
Republic of Trinidad and Tobago

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE KINGDOM OF DENMARK,
THE GOVERNMENT OF THE KINGDOM OF NORWAY,
THE GOVERNMENT OF THE KINGDOM OF SWEDEN
AND
THE GOVERNMENT OF JAMAICA
ON
THE CO-OPERATION BETWEEN THE SCANDINAVIAN
COUNTRIES
REGARDING SCANDINAVIAN AIRLINES SYSTEM (SAS)**

With reference to Article 4 of the three Air Services Agreements signed today (the Agreements) between the Government of Jamaica 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 Kingdom of Denmark, the Kingdom of Norway and the Kingdom of Sweden, respectively:

1. Notwithstanding the provisions of Articles 4 and 5 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.



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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.

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
Jamaica:

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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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