

Agreed Minutes

The delegations representing the Government of the United Arab Emirates and the Governments of the Kingdom of Denmark, the Kingdom of Norway and the Kingdom of Sweden (hereinafter referred to collectively as the "Delegations") met in Mumbai, India, on 19th October 2011 to update the Air Services Agreements initiated in Abu Dhabi on 24th February 1999.

Discussions were held in a very friendly atmosphere. The list of the two Delegations is attached as Attachment A.

Revised Air Services Agreements

As a result of these discussions, the Delegations agreed upon and initialed the revised Air Services Agreements in the form of one consolidated text which is attached as Attachment B. The Delegations further agreed that these revised Air Services Agreements shall supersede the Air Services Agreements between the Government of the UAE and the Government of the Kingdom of Denmark, the Government of the Kingdom of Norway and the Government of the Kingdom of Sweden, all initialed on 24th February 1999.

The Delegations decided to recommend to their respective Governments the formal signing and entry into force of the revised Air Services Agreements.

Provisional Effect of the Revised Air Services Agreements

Pending the entry into force of the revised Air Services Agreements, the Delegations agreed that the contents of the revised Air Services Agreements shall be provisionally applicable as of this date to the extent possible under national law.

Designation of Airlines

The UAE Delegation designated Etihad Airways, Emirates Airline, Air Arabia, RAK Airways and flydubai as Designated Airlines under the revised Air Services Agreements. Additional UAE Airline(s) may be designated in due course by the Aeronautical Authority of the UAE.

As regards to Scandinavian Airlines System (SAS) the Delegations agreed on the following:

Notwithstanding the provisions of Articles 3 and 4 of the revised Air Services 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 revised Air Services Agreements with aircraft, crew and equipment of any or all of the three parent companies.

In so far as any of the parent companies employ aircraft, crew and equipment of the other two parent companies participating in Scandinavian Airlines System (SAS), the provisions of the revised Air Services 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 revised Air Services Agreement for such aircraft, crew and equipment.

Charter Services

The Delegations noted that nothing in this revised Air Services Agreements prevents airlines of the Contracting Parties to operate non scheduled cargo and/or passenger services, separately or in combination, to, from and via the territory of the other Contracting Party to the same extent as allowed for scheduled services under the revised Air Services Agreement, in accordance with rules and regulations concerning such services.

Avoidance of Double Taxation

The Delegations agreed to enquire with their respective competent authorities regarding the status of an agreement for the avoidance of double taxation, and if not yet concluded, recommend to their competent authorities the conclusion of such an agreement.

Exemption from Payment of Customs Duties

The Delegations agreed to recommend to their respective competent authorities to exempt the following items from payment of customs duties and other charges:

Printed ticket stock, airway bills, staff uniforms, computers and ticket printers used by the Designated Airline for reservations and ticketing and any printed material which bears the insignia of the Designated Airline printed thereon and usual publicity and promotional materials distributed free of charge by the Designated Airline, which are introduced into the territory of one party by a Designated Airline of the other party.


Effectiveness of the Agreed Minutes

This Agreed Minutes shall come into effect on the date of its signature and shall supersede the Agreed Minutes signed on 24th February 1999.

Signed in Mumbai, India, on 19th October 2011.



Laila Bin Hareb
For the Government of the
United Arab Emirates



Niels Remmer
For the Scandinavian Delegation
(representing the Kingdom of Denmark,
the Kingdom of Norway and
the Kingdom of Sweden)

ATTACHMENT A

Scandinavian Delegation

Mr. Niels Remmer	Head of Delegation Director Danish Transport Authority, Denmark
Mr. Thorkild Saxe	Senior Adviser Danish Transport Authority, Denmark
Mr. Lars Österberg	Director Ministry of Enterprise, Energy and Communications, Sweden
Mr. Anders Gradin	Senior Adviser Swedish Transport Agency, Sweden
Mr. Pierre Chauvin	Senior Adviser Ministry of Transport and Communications, Norway
Ms. Ellen Krag	Adviser Ministry of Transport and Communications, Norway

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ATTACHMENT A

Delegation of the United Arab Emirates:

UAE GENERAL CIVIL AVIATION AUTHORITY

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|----|-------------------------|--|
| 1. | Mrs. Laila Bin Hareb | Executive Director of Strategy and
International Affairs, GCAA
Head of Delegation |
| 2. | Mr. Juan Carlos Salazar | Air Transport Advisor to Director
General / Acting Director of Air
Transport, GCAA |

ABU DHABI

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|----|------------------------|--|
| 3. | Mr. Simon Hutcheson | Director of International &
Government Affairs
Department of Transport,
Abu Dhabi |
| 4. | Mr. Shankar Chatterjee | Bilateral Relations Development
Manager
Department of Transport,
Abu Dhabi |
| 5. | Mr. Daniel Hailu | Senior Manager Government &
Industry Affairs, Etihad Airways |

DUBAI

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| 6. | Mrs. Amal Kanaan | Senior Manager International
Affairs,
Dubai Civil Aviation Authority |
| 7. | Mr. David Broz | Manager - International Affairs &
Airline Co-operation (Europe &
Americas), Emirates Airlines |

SHARJAH

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| 8. | Mr. Mahmood Al Akram | Director Air Transport &
Civil Aviation Services,
Department of Civil Aviation
Sharjah |
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Appendix "B" to the Agreed Minutes between the Governments of the Kingdom of Denmark, the Kingdom of Norway and the Kingdom of Sweden and the United Arab Emirates initialled on 19 October 2011.

The Government of the Kingdom of [Denmark/Norway/Sweden] and the Government of the United Arab Emirates, hereinafter referred to as the "Contracting Parties";

Being parties to the Convention on International Civil Aviation and the International Air Services Transit Agreement opened for signature at Chicago on the seventh day of December 1944, and

Desiring to conclude an Agreement, in conformity with the said Convention, for the main purpose of establishing scheduled air services between and beyond their respective territories;

Have agreed as follows:

Article 1

Definitions

1. For the purpose of this Agreement:
 - (a) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or of the Convention under Articles 90 and 94 thereof in so far as those Annexes and amendments have been adopted by both Contracting Parties;
 - (b) "Aeronautical Authorities" means, in the case of the Kingdom of [Denmark/Norway/Sweden] the Danish Transport Authority/Ministry of Transport and Communications/Swedish Transport Agency; and in the case of the United Arab Emirates the General Civil Aviation Authority; or in either case any person or body authorized to perform any particular function to which this Agreement relates;

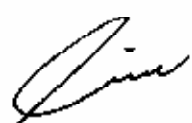
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- (c) "Designated Airline", means an airline which has been designated in accordance with Article 3 of this Agreement;
 - (d) "Territory", "Air service", "International air service", "Airline" and "Stop for non-traffic purposes" have the meaning laid down in Articles 2 and 96 of the Convention;
 - (e) "Agreement" means this Agreement, its Annexes and any amendments thereto;
 - (f) "Annex" means any Annex to this Agreement or as amended in accordance with the provisions of paragraph 2 of Article 18 of this Agreement. The Annexes form an integral part of this Agreement and all references to the Agreement include the Annexes unless otherwise stated;
 - (g) "Tariff" means the prices to be paid for the carriage of passengers and baggage, and the conditions under which those prices apply, including prices and conditions for other services performed by the carrier in connection with the air transportation, and including remuneration and conditions offered to agencies, but excluding remuneration or conditions for the carriage of mail;
 - (h) "User charge" means a charge made to airlines by the competent authorities or permitted by them to be made for the provision of airport property or facilities or of air navigation facilities, including related services and facilities, for aircraft, their crew, passengers and cargo.
2. References in this Agreement to airlines of [Denmark/Norway/Sweden] shall be understood as referring to airlines designated by [Denmark/Norway/Sweden].

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Article 2

Traffic Rights

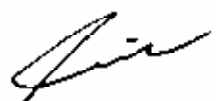
1. Each Contracting Party grants to the other Contracting Party the following rights for the conduct of international air services by airlines designated by the other Contracting Party:
 - (a) to fly across its Territory without landing,
 - (b) to make stops in its Territory for non-traffic purposes,
 - (c) to make stops in the said Territory at the points specified in the Annexes to this Agreement for the purpose of taking on board and discharging in international traffic passengers, cargo and mail, separately or in combination.
2. Nothing in paragraph 1 of this Article shall be deemed to confer on a Designated Airline of one Contracting Party the right of taking on board, in the Territory of the other Contracting Party, passengers, cargo, and mail carried for remuneration or hire and destined for another point in the Territory of that Contracting Party.
3. The airlines of each Contracting Party, other than those designated under Article 3, shall also enjoy the rights specified in paragraph 1 (a) and (b) of this Article.

Article 3

Designation and Authorization of Airlines

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating air services on the routes specified in the Annex and to withdraw or alter such designations.
2. On receipt of such a designation, and of applications from the designated air carrier(s), in form and manner prescribed for operating authorisations and


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technical permissions, each Contracting Party shall grant the appropriate authorisations and permissions with minimum procedural delay, provided that:

- (a) in the case of an air carrier designated by *[Denmark/Norway/Sweden]*:
 - (i) the air carrier is established in Territory of the Kingdom of Denmark or Sweden under the EU Treaties or in the Kingdom of Norway under Norwegian law and has a valid Operating Licence granted by an EU Member State or Norway in accordance with European Union law or Norwegian Law; and
 - (ii) effective regulatory control of the air carrier is exercised and maintained by the EU Member State responsible for issuing its Air Operator's Certificate or Norway and the relevant Aeronautical Authority is clearly identified in the designation; and
 - (iii) the air carrier has its principal place of business in the Territory of the EU Member State from which it has received the valid Operating licence or Norway; and
 - (iv) the air carrier is owned, directly or through majority ownership, and is effectively controlled by EU Member States and/or nationals of EU Member States, and/or by other states listed in Annex II and/or nationals of such other states; and
- (b) in the case of an air carrier designated by the United Arab Emirates:
 - (i) the air carrier is established in the Territory of the United Arab Emirates and is licensed in accordance with the applicable law of the United Arab Emirates; and
 - (ii) the United Arab Emirates have and maintain effective regulatory control of the air carrier.



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3. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international services by such authorities in conformity with the provisions of the Convention.
4. When an airline has been so designated and authorized, it may begin to operate air services on the routes specified in the Annex provided that the airline complies with all applicable provisions of this Agreement.

Article 4

Revocation of Authorization, Suspension of Traffic Rights, and Imposition of Conditions

1. Either Contracting Party may refuse, revoke, suspend or limit the operating authorizations or technical permissions of an air carrier designated by the other Contracting Party where:
 - (a) in the case of an air carrier designated by [Denmark/Norway/Sweden]:
 - (i) the air carrier is not established in the Territory of the Kingdom of Denmark or Sweden under the EU Treaties or in the Kingdom of Norway under Norwegian law or does not have a valid Operating Licence granted by an EU Member State or Norway in accordance with European Union law or Norwegian Law; or
 - (ii) effective regulatory control of the air carrier is not exercised or not maintained by the EU Member State responsible for issuing its Air Operator's Certificate or Norway, or the relevant Aeronautical Authority is not clearly identified in the designation; or

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- (iii) the air carrier does not have its principal place of business in the Territory of the EU Member State from which it has received its Operating Licence or Norway; or
- (iv) the air carrier is not owned, directly or through majority ownership, or it is not effectively controlled by EU Member States and/or nationals of EU Member States and/or by other states listed in Annex II and/or nationals of such other states; or
- (v) the air carrier holds an Air Operator's Certificate issued by another EU Member State or Norway and it can be demonstrated that by exercising traffic rights under this Agreement on a route that includes a point in that other EU Member State or Norway, including the operation of a service which is marketed as or otherwise constitutes a through service, it would in effect be circumventing restrictions on traffic rights imposed by a bilateral air services agreement between the United Arab Emirates and that other EU Member State or Norway; or
- (vi) the air carrier holds an Air Operator's Certificate issued by a EU Member State or Norway and there is no bilateral air services agreement between the United Arab Emirates and that EU Member State or Norway, and it can be demonstrated that the necessary traffic rights to conduct the proposed operation are not reciprocally available to the air carrier(s) designated by the United Arab Emirates;
- (vii) the air carrier fails to comply with the laws and regulations of ~~the~~ Contracting Party granting this authorization or these rights;
- (viii) the air carrier otherwise fails to operate in accordance with the conditions prescribed under this Agreement.



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- (b) in the case of an air carrier designated by the United Arab Emirates:
- (i) the air carrier is not established in the Territory of the United Arab Emirates or is not licensed in accordance with the applicable law of the United Arab Emirates; or
 - (ii) the United Arab Emirates do not have or do not maintain effective regulatory control of the air carrier; or
 - (iii) the air carrier is majority owned and controlled by nationals of a state other than the United Arab Emirates and it can be demonstrated that by exercising traffic rights under this Agreement on a route that includes a point in that other state, including the operation of a service which is marketed as or otherwise constitutes a through service, it would in effect be circumventing restrictions on traffic rights imposed by a bilateral air services agreement between an EU Member State or Norway and that other state; or
 - (iv) the air carrier is majority owned and controlled by nationals of a state other than the United Arab Emirates and there is no bilateral air services agreement between an EU Member State or Norway and that other state, and it can be demonstrated that the necessary traffic rights to conduct the proposed operation are not reciprocally available to the air carrier(s) designated by the EU Member State concerned or Norway.
 - (v) the air carrier fails to comply with the laws and regulations of the Contracting Party granting this authorization or these rights;
 - (vi) the air carrier otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

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In exercising its right under this paragraph, and without prejudice to its rights under paragraphs 1 (a) (v) and (vi) of this Article, the United Arab Emirates shall not discriminate between EU or Norwegian air carriers on the grounds of nationality.

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

Such consultations shall be held within thirty (30) days from the date the other Contracting Party receives such request in writing.

Article 5

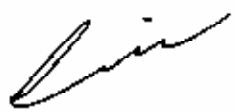
Utilization of Airports and Facilities

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.

Any air navigation facility charge imposed on international traffic performed by airlines 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 relevant guidelines issued by the International Civil Aviation Organization (ICAO).

2. 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.
3. Each Contracting Party shall encourage consultations between its competent charging bodies and the Designated Airlines using the services and facilities.

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Reasonable notice shall be given whenever possible to such users of any proposal for changes in User Charges together with relevant supporting information and data, to enable them to express their views before the charges are revised.

Article 6

Customs Duties

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 import restrictions, customs duties, inspection fees and other duties or direct or indirect 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 the 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

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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 paragraphs 1 and 2 of this Article, provided such other airlines similarly enjoy such exemptions from the other Contracting Party.
5. Notwithstanding any other provision to the contrary, nothing in this Agreement shall prevent [Denmark/Norway/Sweden] from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its Territory for use in an aircraft of a designated air carrier of the United Arab Emirate that operates between a point in the Territory of [Denmark/Norway/Sweden] and another point in the Territory of [Denmark/Norway/Sweden] or in the Territory of another EU Member State or Norway. In such case, the United Arab Emirates would have a similar right to reciprocate without discrimination the imposition of similar taxes, levies, duties, fees or charges on fuel supplied in their Territory.

Article 7

Storage of Airborne Equipment and Supplies

The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either 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 regulations.



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Article 8

Entry Clearance Regulations

1. 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 exempt from customs duties and other similar taxes.
2. The laws and regulations of one Contracting Party regarding entry, clearance, transit, immigration, passports, customs and quarantine shall be complied with by the Designated Airlines of the other Contracting Party and by or on behalf of passengers, crew, cargo and mail, upon transit of, admission to, departure from and while within the Territory of such a Contracting Party.
3. 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.

Article 9

Capacity Provisions

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 practices adversely affecting the competitive position of the airlines of the other Contracting Party.
3. There shall be no restriction on the capacity and the number of frequencies and/or type(s) of aircraft to be operated by the Designated Airlines of both Contracting Parties in any type of service (passenger, cargo, separately or in combination).

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Each Designated Airline is permitted to determine the frequency, capacity it offers.


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.

Article 10

Tariffs

1. Each Contracting Party shall allow Tariffs to be established by each Designated Airline based upon its commercial considerations in the market place. Neither Contracting Party shall require the Designated Airlines to consult other airlines about the tariffs they charge or propose to charge.
2. Each Contracting Party may require prior filing with its Aeronautical Authorities, of prices to be charged to or from its Territory by Designated Airlines of both Contracting Parties. Such filing by or on behalf of the Designated Airlines may be required by no more than 30 days before the proposed date of effectiveness. In individual cases, filing may be permitted on shorter notice than normally required. If a Contracting Party permits an airline to file a price on short notice, the price shall become effective on the proposed date for traffic originating in the Territory of that Contracting Party.
3. Except as otherwise provided in this Article, neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by a Designated Airline of either Contracting Party for international air transportation.
4. Intervention by the Contracting Parties shall be limited to:

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- (a) Prevention of Tariffs whose application constitutes anti-competitive behaviour which has or is likely to or intended to have the effect of crippling a competitor or excluding a competitor from a route;
 - (b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - (c) Protection of Designated Airlines from prices that are artificially low.
5. If a Contracting Party believes that a price proposed to be charged by a Designated Airline of the other Contracting Party for international air transportation is inconsistent with considerations set forth in paragraph (4) of this Article, it shall request consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Contracting Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Contracting Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect, but if no agreement is reached, the tariff in question shall go into or shall continue in effect.
6. The tariffs to be charged by the air carrier(s) designated by the UAE for carriage wholly within the European Union shall be subject to European Union law.

Article 11

Transfer of Funds

1. Each Contracting Party grants to the Designated Airlines of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by such airlines in its Territory in connection with the sale of air transportation, sale of other ancillary products and services as well as commercial interest earned on such revenues (including interest earned on deposits awaiting transfer). Such transfers shall be effected in any convertible currency, in accordance with the



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foreign exchange regulations of the Contracting Party in the Territory of which the revenue accrued. Such transfer shall be effected on the basis of official exchange rates or where there is no official exchange rate, such transfers shall be effected on the basis of the prevailing foreign exchange market rates for current payments.


2. If a Contracting Party imposes restrictions on the transfer of excess of receipts over expenditure by the Designated Airlines of the other Contracting Party, the latter shall have a right to impose reciprocal restrictions on the Designated Airlines of the first Contracting Party.
3. In the event that there exists, a special agreement between the Contracting Parties for the avoidance of double taxation, or in the case where there is a special agreement ruling the transfer of funds between the two Contracting Parties, such agreement shall prevail.

Article 12

Airline Representation

1. Each Contracting Party grants to a Designated Airline of the other Contracting Party, on the basis of reciprocity, the right to maintain in its Territory representatives including office, administrative, commercial and technical personnel of any nationality as may be necessary for the requirements of the Designated Airline concerned. Such permission shall be in accordance with the laws and regulations relating to entry, residence and employment of the concerned Contracting Party.
2. The Designated Airlines of a Contracting Party shall have the right to engage in the sale of air transportation and other ancillary products in the Territory of the other Contracting Party, either directly or through agents. For this purpose, the Designated Airlines shall have the rights to use their own transportation documents. 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

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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. All the above activities shall be carried out in accordance with the applicable laws and regulations in force in the Territory of the other Contracting Party.

Article 13

Approval of Flight Schedules

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

Article 14

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



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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 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.

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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 EU Member State or Norway, the rights of the United Arab Emirates under the safety provisions of this Agreement shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other EU Member State or Norway and in respect of the operating authorisation of that air carrier

Article 15

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

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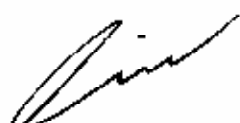
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February 1988, and any other multilateral agreement governing civil aviation security binding upon both Contracting Parties.

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 operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 of this Article 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. 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.

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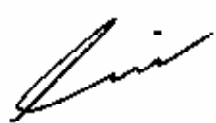


ARTICLE 16

Intermodal Transportation

1. Notwithstanding any other provision of this Agreement, Designated Airlines and indirect providers of air cargo transportation of both Contracting Parties shall be permitted, without restriction, to employ any surface transportation for air cargo to or from points in the territories of the Contracting Parties or in third countries including transport to and from all airports with customs facilities, and including, where applicable, the right to transport air cargo in bond under applicable laws and regulations. Such air cargo, whether moving by surface or by air, shall have access to airport customs and processing facilities. The Designated Airlines may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of air cargo transportation. Such intermodal cargo services may be offered at a single through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation.
2. In connection with international air transportation, Designated Airlines of each Contracting Party shall be permitted to hold out passenger services under their own name, through cooperative arrangements with surface transportation providers holding the appropriate authority to provide such surface transportation to and from any points in the territories of the Contracting Parties and beyond. Surface transportation providers shall not be subject to the laws and regulations governing air transportation on the sole basis that such surface transportation is held out by an airline under its own name. Such intermodal services may be offered at a single through price for the air and surface transportation combined, provided that passengers are not misled as to the facts concerning such transportation. Surface transportation providers have the discretion to decide whether to enter into the cooperative arrangements referred to above. In deciding on any particular arrangement, surface transportation providers may consider, among other things, consumer interest and technical, economic, space or capacity constraints.

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3. All the above activities shall be carried out in accordance with the applicable laws and regulations in force in the Territory of the other Contracting Party.

Article 17

Consultations

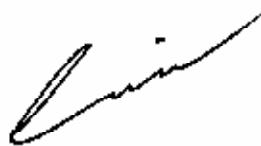
Either Contracting Party may at any time request consultations on the implementation, interpretation or amendment to this Agreement or compliance with the Agreement. Subject to Articles 4, 14 and 15, such consultations, which may be between aeronautical authorities, shall begin within a period of sixty (60) days from the date the other Contracting Party receives a written request, unless otherwise agreed by the Contracting Parties.

Article 18

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 Annexes to this Agreement may be made by direct agreement between the competent aeronautical authorities of the Contracting Parties.
3. This Agreement shall, subject to the necessary changes, be deemed to have been amended by those provisions of any international convention or multilateral agreement which becomes binding on both Contracting Parties.

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Article 19

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 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 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 it has nominated as well as of its representation in the arbitral proceeding. The costs 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.

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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 20

Registration

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

Article 21

Termination

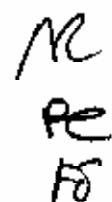
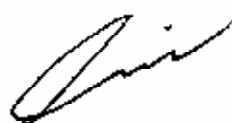
Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date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

Entry into Force

This Agreement shall enter into force on the date of its signature.

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



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Done at _____ on _____

in duplicate in the Arabic, [*Norwegian/Danish/Swedish*] and English language. In case of divergence of interpretation the English language text will be used.

FOR THE GOVERNMENT OF
THE UNITED ARAB EMIRATES

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

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ANNEX I

1. a) Routes to be operated in both directions by the Designated Airlines of the Kingdom of [Denmark/Norway/Sweden]:

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in [Denmark/Norway/Sweden]	Any Points	Any Points in the UAE	Any Points

- b) Routes to be operated in both directions by the Designated Airlines of the United Arab Emirates:

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in the UAE	Any Points	Any Points in [Denmark/Norway/Sweden]	Any Points

2. Nothing will prevent a Designated Airline of either Contracting Party to serve any intermediate and/or any beyond points.
3. Nothing will prevent a Designated Airline of either Contracting Party to serve points within the Territory of each Contracting Party in any combination without exercising cabotage rights.
4. The carriage of own stop-over traffic on any sectors shall be permitted.
5. The Designated Airlines of both Contracting Parties are entitled to exercise, in any type of service (passenger, cargo, separately or in combination), full fifth freedom traffic rights to/from any intermediate and/or beyond points using any routing without any restriction whatsoever.
6. a) The Designated Airline or airlines of both sides may enter into cooperative marketing arrangements including but not limited to blocked space and/or code share arrangements as marketing or as operating carrier 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.



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concerned, provided that each sector is operated by an airline with the rights to carry traffic on that sector.

b) 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.

c) The Designated Airline(s) of each Contracting Party may also offer code share services between any point(s) in the Territory of the other Contracting Party, provided that such services are operated by an airline or airlines of the other Contracting Party in connection with international transportation.

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ANNEX II

List of Other States Referred to in Article 3 of this Agreement

- (a) The Republic of Iceland (under the Agreement on the European Economic Area);
- (b) The Principality of Liechtenstein (under the Agreement on the European Economic Area);
- (c) The Kingdom of Norway (under the Agreement on the European Economic Area);
- (d) The Swiss Confederation (under the Agreement between the European Community and the Swiss Confederation on Air Transport).

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