

**AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FINLAND AND
THE GOVERNMENT OF THE STATE OF QATAR ON AIR SERVICES**

The Government of the Republic of Finland and the Government of the State of Qatar,
hereinafter referred to as "the Contracting Parties";

Being parties to the Convention on International Civil Aviation opened for signature at
Chicago on 7 December 1944;

Desiring to conclude an Agreement on air services, in conformity with and
supplementary to the said Convention;

Have agreed as follows:

Article 1
Definitions

For the purposes of this Agreement, unless the context otherwise requires:

- a) the term "the Chicago Convention" means the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment to the Annexes and Convention adopted under Articles 90 and 94 thereof insofar as those Annexes and amendments have become effective for or been ratified by both Contracting Parties;
- b) the term "aeronautical authorities" means, in the case of the Republic of Finland, the Civil Aviation Administration and in the case of the State of Qatar, the Minister of Communications and Transport, or, in both cases, any other person or body authorized to perform any function at present exercised by the said aeronautical authorities or similar functions;
- c) the term "designated airline" means any airline(s) which has been designated and authorized in accordance with Article 4 of this Agreement;
- d) the terms "territory", "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Articles 2 and 96 of the Chicago Convention;
- e) the term "tariff" means the prices to be charged for the carriage of passengers, baggage or cargo (excluding mail), including any significant additional benefits to be furnished or made available in conjunction with such carriage, and the commission to be paid on the sales of tickets for the carriage of persons, or on corresponding transactions for the carriage of cargo. It also includes the conditions that govern the applicability of the price for carriage or the payment of commission.

f) the term "Agreement" means this Agreement, its Annex drawn up in application thereof, and any amendment to the Agreement or to the Annex.

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

Grant of Traffic Rights

1. Each Contracting Party grants to the other Contracting Party the following rights in respect of the latter Party's international air services:

- a) the right to fly across its territory without landing;
- b) the right to make stops in its territory for non-traffic purposes.

2. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Annex to this Agreement. Such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively. While operating an agreed service on a specified route the airline or airlines designated by each Contracting Party shall enjoy, in addition to the rights specified in paragraph 1 of this Article, the right to make stops in the territory of the other Contracting Party at the points specified for that route in the Annex for the purpose of taking up and/or putting down international traffic in passengers, cargo and mail, separately or in combination.

3. Nothing in this Agreement shall be deemed to confer on a designated airline of one Contracting Party the right of taking on, 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 other Contracting Party.

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 a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such services through appropriate temporary re-arrangements of routes.

Article 4

Designation of Airlines and Operating Authorization

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 the agreed services on the specified routes.

2. Each Contracting Party shall have the right to withdraw or alter such designation.

3. On receipt of such written designation the aeronautical authorities of the other Contracting Party shall, subject to the provisions of paragraph 4 of this Article and paragraph 1 of Article 5, without delay grant to the designated airline or airlines the appropriate operating authorization.

4. 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 air services by such authorities in conformity with the provisions of the Chicago Convention.

5. When an airline has been so designated and authorized it may begin at any time to operate the agreed services, provided that the airline complies with all applicable provisions of this Agreement, including those relating to tariffs.

Article 5

Refusal, Revocation or Suspension of Operating Authorization

1. The aeronautical authorities of each Contracting Party shall have the right to refuse to grant or to revoke an operating authorization or to suspend the exercise of the rights specified in paragraph 2 of Article 3 of this Agreement by an airline designated by the other Contracting Party, or to impose such conditions as they may deem necessary on the exercise of those rights:

a) in any case where they are not satisfied that the airline is incorporated and has its principal place of business in the territory of the other Contracting Party, and holds a current Air Operator's Certificate issued by the aeronautical authority of that other Party, or

b) in case of failure by that airline to comply with the laws and/or regulations of the Contracting Party granting the rights; or

c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringements of laws and/or regulations, such right shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party. Such consultations shall begin within a period of fifteen (15) days from the date of a request for consultations or as otherwise agreed between the Contracting Parties.

Article 6

Exemption from Taxes, Customs Duties and other Charges

1. Aircraft operated on international air services by a designated airline of one Contracting Party, as well as their regular equipment, spare parts, supplies of fuel and lubricants, aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempted from all taxes, customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided such equipment, spare parts, supplies and stores remain on board the aircraft up to such time as they are re-exported or are used or consumed by such aircraft on flights over that territory.

2. There shall also be exempt from the taxes, duties, fees and charges referred to in paragraph 1 of this Article, with the exception of charges based on the cost of the service provided:

a) aircraft stores taken on board in the territory of one Contracting Party, within reasonable limits, for use on an 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 one Contracting Party for the maintenance or repair of aircraft engaged in an international air service of a designated airline of the other Contracting Party;

c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of one Contracting Party for use in an international air service of a designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the first mentioned Contracting Party, in which territory they are taken on board.

3. Materials referred to in paragraph 2 of this Article may be required to be kept under Customs supervision or control.

4. The regular airborne equipment, as well as the materials, supplies and spare parts normally retained on board aircraft operated by a designated airline of one Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that Contracting Party. In such case, they 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.

5. Baggage and cargo in direct transit across the territory of a Contracting Party shall be exempt from taxes, customs duties, fees and other similar charges not based on the cost of services on arrival or departure.

Article 7
Commercial Activities

1. The designated airline(s) of each Contracting Party shall have the right to maintain in the territory of the other Contracting Party, within the scope of the national laws and regulations in force therein, such offices and administrative, commercial and technical personnel as may be necessary for the requirements of the designated airline concerned.

2. The designated airlines of the Contracting Parties shall be free to sell air transport services on their own transportation documents in the territories of both Contracting Parties, either directly or through an agent, in any currency. Each Contracting Party shall refrain from restricting the right of a designated airline of the other Contracting Party to sell, and of any person to purchase such transportation.

Article 8
Application of Laws and Regulations

1. The laws and regulations of one Contracting Party governing entry into, or departure from its territory of aircraft engaged in international air services or to the operation and navigation of such aircraft while within the said territory shall apply to the designated airline(s) of the other Contracting Party.

2. The laws and regulations of one Contracting Party governing entry to, stay in or departure from its territory of passengers, crew, cargo or mail, such as formalities regarding entry, exit, emigration and immigration, customs, health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airline(s) of the other Contracting Party, while they are within the said territory.

3. Passengers, baggage and cargo in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purposes shall, except in respect of security measures against acts of violence and air piracy, be subject to no more than a simplified control.

Article 9 Capacity Provisions

1. The designated airlines of the Contracting Parties shall have fair and equal opportunity to operate the agreed services on any route specified in the Annex to this Agreement.

2. In operating the agreed services the designated airline(s) of each Contracting Party shall take into account the interests of the designated airline(s) of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or any part of the same routes.

3. The agreed services provided by the designated airlines of the Contracting Parties shall retain as their primary objective the provision, at a reasonable load factor, of capacity adequate to the current and reasonably anticipated requirements for the carriage of passengers and cargo, including mail, coming from or destined for the territory of the Contracting Party which has designated the airline.

4. The right to take up or discharge on the agreed services international traffic destined for and coming from third countries at a point or points on the routes specified in the Annex to this Agreement shall be exercised in accordance with the general principles of orderly development of international air transport and shall be subject to the general principle that capacity should be related to:

- a) the traffic requirements between the country of origin and the countries of ultimate destination of the traffic;
- b) the requirements for an economic operation on the specified routes, and
- c) the traffic requirements of the area through which the airline passes, after taking account of local and regional services.

Article 10

Approval of Traffic Programmes

1. An airline designated by one Contracting Party shall submit its traffic programmes (for the Summer and Winter Traffic periods) 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. The aeronautical authorities shall give their decision on such traffic programme submissions within twenty (20) days from the date the airline concerned submits its programme for approval.

2. Each alteration in the traffic programme as well as requests for permission to operate additional flights shall be submitted by an airline designated by one Contracting Party for approval to the aeronautical authorities of the other Contracting Party. Such requests for alteration or for additional flights shall be dealt with promptly by the aeronautical authorities.

Article 11

Tariffs

1. The tariffs to be charged by a designated airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit, characteristics of service (such as standards of speed and accommodation), the interests of users and the tariffs of other airlines for any part of the specified route. These tariffs shall be fixed in accordance with the following provisions of this Article.
2. The tariffs referred to in paragraph 1 of this Article may be subject to consultation between the designated airlines concerned in respect of each of the specified routes. However, inter-airline consultations shall not be a mandatory requirement for the filing and establishment of tariffs.
3. Each tariff shall be filed for the approval of the aeronautical authorities of both Contracting Parties at least thirty (30) days (or such shorter period as the aeronautical authorities of both Contracting Parties may agree) before the proposed date of its introduction.
4. Each proposed tariff may be approved by the aeronautical authorities of either Contracting Party at any time. In the absence of such approval it will be treated as having been approved by the aeronautical authorities of a Contracting Party unless within twenty (20) days after the date of filing the aeronautical authorities of that Contracting Party have served on the aeronautical authorities of the other Contracting Party written notice of disapproval of the proposed tariff. If, however, either of the aeronautical authorities gives such written notice of disapproval the aeronautical authorities may at the request of either try to determine the tariff by agreement.

5. If the aeronautical authorities cannot determine a tariff under the provisions of paragraph 4 of this Article the dispute may at the request of either be settled in accordance with the provisions of Article 19 of this Agreement.

6. Each tariff established in accordance with the provisions of this Article shall remain in force until it has been replaced by a new tariff determined in accordance with the provisions of this Article.

Article 12

Air Traffic Charges

Fees and charges imposed by the competent authorities for the use of airports and other aviation facilities in the territory of either Contracting Party on the aircraft of an airline of the other Contracting Party shall be just and reasonable and shall not be higher than those imposed on aircraft of a national airline engaged in similar international air services.

Article 13

Flight Safety

1. Each Contracting Party may request consultations concerning safety standards maintained 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 Chicago 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 any 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 Chicago Convention, it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of an airline of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of that other Contracting Party, be made the subject of an examination by the authorized representatives of that other Party on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives rise to:

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 Chicago 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 Chicago Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Chicago Convention, be free to conclude that the requirements under which the certificate or licences 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 Chicago Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by or on behalf of an airline of one Contracting Party in accordance with paragraph 3 above is denied by the representative of such airline, 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 to in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential for the safety of an airline operation.

7. Any action by one Contracting Party in accordance with paragraphs 2 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist.

Article 14

Aviation Security

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the

Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, and any other multilateral convention on aviation security to which the Contracting Parties are party.

2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

3. The Contracting Parties shall act in conformity with the aviation security provisions and technical requirements established by the International Civil Aviation Organization and designated as Annexes to the Chicago Convention to the extent that such security provisions and requirements are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions

4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions and requirements referred to in paragraph 3 above required by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

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

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 the first Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party.

Article 15

Transfer of Funds

1. Each Contracting Party shall grant to the designated airline(s) of the other Contracting Party the right to remit to its head office the excess over expenditure of receipts earned in the territory of the first Contracting Party. The procedure for such remittance, however, shall be in accordance with applicable foreign exchange regulations of the Contracting Party in the territory of which the revenue accrued.

2. If a Contracting Party imposes restrictions on the transfer of receipts over expenditure by the designated airline(s) of the other Contracting Party the latter shall have the right to impose reciprocal restrictions on the designated airline(s) of that Contracting Party.

Article 16
Information and Statistics

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, at their request, such information and statistics relating to the traffic carried on the agreed services by their designated airline(s) to and from the territory of the other Contracting Party as may normally be prepared and submitted by the designated airline(s) to their national aeronautical authorities.

Article 17
Fair Competition

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to participate in international air transportation covered by this Agreement.

2. Each Contracting Party shall, where necessary, take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the designated airline(s) of the other Contracting Party.

Article 18
Consultations

In a spirit of close co-operation the aeronautical authorities of either Contracting Party may at any time request consultations on any matter related to this Agreement with a view to ensuring the implementation of and satisfactory compliance with the provisions of this Agreement. Such consultations shall begin within a period of sixty (60) days from the date of the receipt of such a request, unless otherwise agreed between the aeronautical authorities.

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, in the first place, endeavour to settle it by negotiation.

2. If the Contracting Parties fail to reach a settlement of the dispute by negotiation, it may be referred by them to such person or body as they may agree on, or, at the request of a Contracting Party, it shall be submitted to a tribunal of three arbitrators which shall be constituted in the following manner:
 - a) Within thirty (30) days after receipt of a request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a State which can be regarded as neutral in relation to the dispute shall act as president of the tribunal and shall be appointed as the third arbitrator by agreement between the two arbitrators, within sixty (60) days of the appointment of the second.

b) If within the time limits specified above any appointment has not been made, a Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointment within thirty (30) days. 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.

c) Except as provided in this Article, or as otherwise agreed by the Contracting Parties, the tribunal shall determine the limits of its jurisdiction and establish its own procedure. At the direction of the tribunal, or at the request of a Contracting Party, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than thirty (30) days after the tribunal is fully constituted.

d) Except as otherwise agreed by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within forty-five (45) days after the tribunal is fully constituted. Replies shall be due sixty (60) days later. The tribunal shall hold a hearing at the request of a Contracting Party, or at its discretion within thirty (30) days after replies are due.

e) The tribunal shall attempt to give a written decision within thirty (30) days after completion of the hearing or, if no hearing is held, after the date both replies are submitted. The decision shall be taken by a majority vote.

f) A Contracting Party may submit a request for clarification of the decision within fifteen (15) days after it is received and such clarification shall be issued within fifteen (15) days of such request.

g) The decision of the tribunal shall be binding on the Contracting Parties.

h) Each Contracting Party shall bear the cost of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Contracting Parties including any expenses incurred by the President or Vice-President of the Council of the International Civil Aviation Organization in implementing the procedures in paragraph 2 b) of this Article.

Article 20

Applicability to charter flights

1. The provisions set out in Articles 3.1, 5, 6, 7, 8, 12, 13, 14, 15, 17, 18 and 19 of this Agreement shall be applicable also to non-scheduled flights operated by an air carrier of one Contracting Party into or from the territory of the other Contracting Party and to the air carrier operating such flights.
2. The provisions of paragraph 1 of this Article shall not affect the application of national laws and regulations governing the right of air carriers to operate non-scheduled flights or the conduct of air carriers or other parties involved in the organization of such operations.

Article 21

Amendments

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may request consultations with the other Contracting Party. Such consultations shall begin within a period of sixty (60) days from the date of the request, unless both Contracting Parties agree to an extension of this period. Any modification agreed in such consultations shall be approved by each Contracting Party in accordance

with its legal procedures and shall enter into force on the first day of the second month after the Contracting Parties have notified each other that these procedures have been complied with.

2. Notwithstanding the provisions of paragraph 1 of this Article, amendments relating only to the Annex may be agreed upon between the aeronautical authorities of the Contracting Parties and shall become effective as agreed between them.

Article 22

Multilateral Agreements

If a general multilateral air agreement enters into force in respect of both Contracting Parties, the provisions of such convention shall prevail. Consultations in accordance with Article 18 of this Agreement may be held with a view to determining the extent to which this Agreement is affected by the provisions of the said multilateral convention.

Article 23

Termination

1. Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement. Such notice shall simultaneously be communicated to the International Civil Aviation Organization.

2. In such case this Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party. 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 24
Registration with ICAO

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

Article 25
Titles

Titles inserted in this Agreement at the head of each Article are for the purpose of reference and convenience only and do not in any way define or limit the scope or intent of this Agreement.

Article 26
Entry into Force

This Agreement shall enter into force on the first day of the second month after the Contracting Parties have notified each other through diplomatic channels that the procedures necessary for the entry into force of this Agreement have been completed.

Done at *Doha* on *the 18th day of November 1978*, in two original copies in the Finnish, Arabic, and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

For the Government of
the Republic of Finland

Tarja Halonen

For the Government of
the State of Qatar



ANNEX

1. Routes which may be operated by the designated airline(s) of Qatar, in both directions:

<u>Points of origin</u>	<u>Points of destination</u>
Points in Qatar	Points in Finland

2. Routes which may be operated by the designated airline(s) of Finland in both directions:

<u>Points of origin</u>	<u>Points of destination</u>
Points in Finland	Points in Qatar

3. Nothing will prevent a designated airline of either Contracting Party to serve intermediate and/or beyond points, provided that no commercial rights are exercised between those points and the territory of the other Contracting Party.

However, the carriage of own stop-over traffic on such sectors shall be permitted.

4. The exercise of any 5th freedom traffic rights would have to be agreed upon between the aeronautical authorities of the Contracting Parties.

However, each designated airline of the Contracting Parties may serve a total of two points (intermediate and/or beyond) of its choice with 5th freedom traffic rights. Such choice(s) shall be communicated to the aeronautical authorities of the other Contracting Party.

The tariffs to be charged for 5th freedom traffic by a designated airline of one Contracting Party shall be subject to the requirements of the other Contracting Party regarding establishment of tariffs. The designated airlines have the right to match the approved tariffs of any airline between the same points.

5. In operating or holding out services on the agreed services, 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, or

b) an airline or airlines of a third country. Should such third country not authorize 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 conditions that all airlines in such arrangements 1) hold the appropriate route rights and 2) meet the requirements applied to such arrangements regarding information to customers and filing procedures.

Certified true and complete copy

Helsinki, 15 November 1999



Lars Lövkvist
Director, International Affairs

