

Air Services Agreement

between

the Government of the Kingdom of Thailand

and

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

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The Government of the Kingdom of Thailand and the Government of the Kingdom of [Denmark/Norway/Sweden], hereinafter referred to as the “Contracting Parties”,

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

Desiring to contribute to the progress of regional and international civil aviation,

Desiring to conclude an Agreement for the main purpose of establishing scheduled air services between and beyond their respective territories, and

Desiring to ensure the highest degree of safety and security in international air services and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardise the safety of persons or property, adversely affect the operation of air services, and undermine public confidence in the safety of civil aviation;

Have agreed as follows:

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Article 1
Definitions

1. For the purpose of this Agreement, unless the context otherwise requires:
 - (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, insofar as such Annexes and amendments have been adopted by both Contracting Parties;
 - (b) "aeronautical authorities" means, in the case of Thailand, the Minister of Transport; and in the case of [*Denmark, the Ministry of Transport / Norway, the Ministry of Transport and Communications / Sweden, the Civil Aviation Authority*]; or in either case any body authorized to perform any particular function to which this Agreement relates;
 - (c) "designated airline" means an airline which has been designated and authorized 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 Annex 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 20 of this Agreement. The Annex forms an integral part of this Agreement and all references to the Agreement include the Annex 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 and 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, or of aviation security facilities or services, including related services and facilities, for aircraft, their crew, passengers and cargo;
- (i) "capacity" means the amount(s) of services provided under the Agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo offered in a market (city pair, or country-to-country) or on a route during a specific period, such as daily, weekly, seasonally or annually;
- (j) "ICAO" means the International Civil Aviation Organization;

- (k) "international air transportation" means air transportation in which the passengers, baggage, cargo and mail which are taken on board in the territory of one State are destined to another State;
- (l) "Contracting Party" means a State which has formally agreed to be bound by this Agreement.

Article 2

Traffic Rights

1. 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 Route Schedule.
2. Subject to the provisions of this Agreement, the airline(s) designated by each Contracting Party shall enjoy the following rights:
 - (a) the right to fly without landing across the territory of the other Contracting Party;
 - (b) the right to make stops in the territory of the other Contracting Party for non-traffic purposes;
 - (c) the right to make stops at the point(s) on the route(s) specified in the Route Schedule to this Agreement for the purpose of taking on board and discharging in international traffic passengers, cargo or mail, separately or in combination.

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3. Nothing in paragraph 1 and 2 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.

4. The airlines of each Contracting Party, other than those designated under Article 3, shall also enjoy the rights specified in paragraph 2 (a) and (b) of this Article.

Article 3

Designation and Authorization of Airlines

1. Each Contracting Party shall have the right to designate airlines for the purpose of operating the agreed services on each of the specified routes and to withdraw or alter such designations. Such designations shall be made in writing.

2. On receipt of such a designation, and of applications from the designated airline, in the form and manner prescribed for operating authorizations and technical permissions, 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 Treaty establishing the European Community or under

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the Agreement on the European Economic Area, as applicable, and has a valid Operating Licence from an EEA Member State in accordance with European Community law or in accordance with national law adopted under the Agreement on the European Economic Area, as applicable; and

- (ii) effective regulatory control of the airline is exercised and maintained by the EEA Member State responsible for issuing its Air Operator's Certificate, and the relevant aeronautical authority is clearly identified in the designation; and
 - (iii) the airline has its principal place of business in the territory of the Member State from which it has received the Operating Licence; and
 - (iv) the airline is owned, directly or through majority ownership, and it is effectively controlled by EC Member States or the European Free Trade Association and/or by nationals of such states;
- b) in the case of an airline designated by the Kingdom of Thailand:
- (i) it is established in the territory of the Kingdom of Thailand and is licensed in accordance with the applicable law of the Kingdom of Thailand; and
 - (ii) the aeronautical authority of the Kingdom of Thailand has and maintains effective regulatory control of the airline; and

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- (iii) the airline is owned, directly or through majority ownership, and is effectively controlled by the Kingdom of Thailand and/or by nationals of the Kingdom of Thailand.
- 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 the agreed services, provided that the airline complies with the applicable provisions of this Agreement.
4. References in this Agreement to airlines of [*Denmark/Norway/Sweden*] shall be understood as referring to airlines designated by [*Denmark/Norway/Sweden.*]

Article 4

Refusal, Revocation or Suspension of Operating Authorizations

1. Either Contracting Party may refuse, revoke, suspend or limit the operating authorization or technical permissions of an airline designated by the other Contracting Party:

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- a) where, in the case of an airline designated by [Denmark/Norway/Sweden]:
- (i) it is not established in the territory of [Denmark/Norway/Sweden] under the Treaty establishing the European Community or under the Agreement on the European Economic Area, or does not have a valid Operating Licence from an EEA Member State in accordance with European Community law or in accordance with national law adopted under the Agreement on the European Economic Area, as applicable; or
 - (ii) effective regulatory control of the airline is not exercised or not maintained by the EEA Member State responsible for issuing its Air Operator's Certificate, or the relevant aeronautical authority is not clearly identified in the designation; or
 - (iii) the airline does not have its principal place of business in the territory of the EEA Member State from which it has received the Operating Licence; or
 - (iv) the airline is not owned, directly or through majority ownership, or is not effectively controlled by EC Member States or the European Free Trade Association and/or by nationals of such states; or
 - (v) the airline is already authorised to operate under a bilateral agreement between Thailand and another EEA Member State and Thailand can demonstrate that, by exercising traffic rights under this Agreement on a route that includes a point in that other EEA

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Member State, it would be circumventing restrictions on traffic rights in that other agreement; or

- (vi) the airline holds an Air Operator's Certificate issued by an EEA Member State and there is no bilateral air service agreement between Thailand and that EEA Member State, and traffic rights to that EEA Member State have been denied to an airline designated by Thailand.
- b) where, in the case of an airline designated by the Kingdom of Thailand:
- (i) it is not established in the territory of the Kingdom of Thailand or is not licensed in accordance with the applicable law of the Kingdom of Thailand; or
 - (ii) the aeronautical authority of the Kingdom of Thailand does not have or maintain effective regulatory control of the airline; or
 - (iii) the airline is not owned, directly or through majority ownership, or is not effectively controlled by the Kingdom of Thailand and/or by nationals of the Kingdom of Thailand.
- c) in the case of failure by that airline to comply with the laws or regulations normally and reasonably applied by the Contracting Party granting those rights; or
- d) if the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement; or

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- e) in the case of failure by the other Contracting Party to take appropriate action to improve safety in accordance with paragraph 2 of Article 17; or
- f) in accordance with paragraph 6 of Article 17.

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 or regulations, such right shall be exercised only after consultation with the other Contracting Party.

3. In exercising its rights under paragraph 2, and without prejudice to its rights under paragraph 1 a) (v) and (vi) of this Article, Thailand shall not discriminate between airlines of EC Member States or the European Free Trade Association on the grounds of nationality.

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.

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

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concerned, and levied in accordance with the relevant 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 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 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.

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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 paragraphs 1 and 2 of this

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Article, provided such other airlines similarly enjoy such exemptions from the other Contracting Party.

5. 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.

Article 7

Application of Laws

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

2. The laws and regulations of one Contracting 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, currency and health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airline of the other Contracting Party while they are within the said territory.

3. Neither Contracting Party shall give preference to its own or any other airline over a designated airline of the other Contracting Party engaged in

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similar international air transportation in the application of its immigration, customs, quarantine and similar regulations.

Article 8

Direct Transit

Passengers, baggage, cargo and mail indirect transit shall be subject to no more than a simplified control. Baggage and cargo in direct transit shall be exempted from customs duties and other similar taxes.

Article 9

Recognition of certificates

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party and still in force shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services provided that the requirements under which such certificates and licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

2. If the privileges or conditions of the licences or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Contracting Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the minimum standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the other Contracting Party

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may request consultations between the aeronautical authorities with a view to clarifying the practice in question.

3. Each Contracting Party reserves the right, however, to refuse to recognise for the purpose of flights above or landing within its own territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.

Article 10

Fair Competition

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.

Article 11

Capacity Provisions

1. 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

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customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

2. 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 12

Tariffs

1. Each Contracting Party shall allow tariffs for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. Without limiting the application of general competition and consumer law in each Contracting Party, intervention by the Contracting Parties shall be limited to:

- a) prevention of unreasonably discriminatory tariffs or practices;
- b) protection of consumers from tariffs that are unreasonably high or restrictive due to the abuse of a dominant position or to concerted practices among air carriers; and
- c) protection of airlines from tariffs that are artificially low due to direct or indirect government subsidy or support.

If a Contracting Party believes that a tariff warrants intervention under the specific criteria described above, then it shall notify the other Contracting Party pursuant to the provisions set forth in paragraph 3. After compliance with the

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notification provisions of paragraph 3, a Contracting Party may take unilateral action to prevent the inauguration of such tariff, but only with respect to traffic where the first point on the itinerary (as evidenced by the document authorizing transportation by air) is in its own territory.

2. Where domestic law so requires, each Contracting Party may require filing with its aeronautical authorities for approval of tariffs charged or proposed to be charged to or from its territory by designated airlines. Filing by the airlines of both Contracting Parties may be required no more than 60 days before the proposed date of effectiveness. In individual cases, a Contracting Party may permit a filing on shorter notice than normally required. If a Contracting Party permits an airline to file a tariff on short notice, the tariff shall become effective on the proposed date for traffic originating in the territory of that Contracting Party.

3. If either Contracting Party believes that a tariff proposed by a designated airline of the other Contracting Party for international air transportation between the territories of the Contracting Parties, or by an airline of the other Contracting Party for international air transportation between the territory of the first Contracting Party and a third country, including in both cases transportation on an interline or intraline basis, is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible, but in no event later than 45 days after the filing date. Either Contracting Party may then request consultations, which shall be held as soon as possible, and in no event later than 30 days after receipt of a notice of dissatisfaction. The Contracting Parties shall co-operate in securing information necessary for reasoned resolution of the issue. If notification is not given as provided in this paragraph, the Contracting

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Party receiving the filing of the tariff shall approve it, or otherwise permit it to enter into effect, on the proposed date of effectiveness.

4. If the Contracting Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. If a Contracting Party prevents a proposed tariff from becoming effective in accordance with paragraphs 1 and 3, the comparable tariff previously in effect shall remain in effect.

5. Notwithstanding paragraphs 1 and 3 of this Article, each Contracting Party shall allow:

- a) any airline of either Contracting Party or of a third country to meet any tariff, including combinations of tariffs, charged in the marketplace for international air transportation between the territories of the Contracting Parties; and
- b) any airline of one Contracting Party to meet any tariff, including combinations of tariffs, charged in the marketplace for international air transportation between the territory of the other Contracting Party and a third country.

6. The tariffs to be charged by the designated airlines of both Contracting Parties for carriage between [Denmark/Norway/Sweden] and another EEA Member State shall be subject to the relevant applicable laws.

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Article 13
Codesharing/Co-operative arrangements

1. 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.

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

- a) The operating airline must, for a route sector to/from the territory of one of the Contracting Parties, hold route rights for that sector.
- b) 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.
- c) All airlines must meet the requirements applied to such arrangements regarding information to customers and filing procedures.

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Article 14
Transfer of Earnings

Each designated airline shall have the right to convert and remit to the country of its choice on demand local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted without restrictions at the rate of exchange applicable to current transactions which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges except those normally made by banks for carrying out such conversion and remittance.

Article 15
Airline Representation

1. The designated airline(s) of one Contracting Party may, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, bring in and maintain in the territory of the other Contracting Party managerial, sales, technical, operational and other specialist staff required for the operation of the agreed services.

2. For the commercial activities the principle of reciprocity shall apply. The competent authorities of each Contracting Party will take all necessary steps to ensure that the representations of the airline(s) designated by the other Contracting Party may exercise its activities in an orderly manner.

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3. In particular, each Contracting Party grants to the designated airline(s) of the other Contracting Party the right to engage in the sale of air transportation in its territory directly and, at the airline's discretion, through its agents. Each airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation in the currency of that territory or, subject to the national laws and regulations, in freely convertible currencies of other countries.

Article 16

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.

3. For supplementary flights which the designated airline of one Contracting Party wishes to operate on the agreed services outside the approved timetable, that airline must request prior permission from the aeronautical authorities of the other Contracting Party. Such requests shall usually be submitted at least seven (7) working days prior to the operation of such flights.

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Article 17
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 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 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.

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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

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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 EEA Member State, the rights of the other Contracting Party under Articles 3 and 4 shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other EEA Member State, and in respect of the operating authorisation of that air carrier.

Article 18

Aviation Security

1. Consistent with its rights and obligations under international law, 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. Without limiting the generality of its rights and obligations under international law, 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

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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, 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 law in force in that country. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the

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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.

Article 19

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.

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Article 20

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 competent aeronautical authorities of the Contracting Parties.

Article 21

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, 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

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(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 it has nominated as well as of its representation in the arbitral proceeding. The cost of the president and any other costs shall be born in equal parts by the Contracting Parties.

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

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.

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Article 22
Multilateral Agreements

If both Contracting Parties become parties to a multilateral agreement that addresses matters covered by this Agreement, they shall consult to determine whether this Agreement should be revised to take into account the multilateral agreement.

Article 23
Registration

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

Article 24
Termination

Either Contracting Party may, at any time, give notice in writing, through diplomatic channels, to the other Contracting Party of its intention to terminate this Agreement. Such notice shall be simultaneously communicated to ICAO. This Agreement shall terminate at the end of a timetable period during which twelve months after the date of receipt of the notice by the other Contracting Party has elapsed, unless the notice is withdrawn by agreement before the end of this period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after receipt of the notice by ICAO.

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Article 25
Entry into Force

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

2. Upon its entry into force, this Agreement shall supersede the Air Services Agreement between [*the Government of Thailand and the Government of Denmark of 23 November 1949 / the Government of Thailand and the Government of Norway of 26 November 1949 / the Government of Thailand and the Government of Sweden of 23 November 1949*] and all subsequent amendments.

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
THE KINGDOM OF THAILAND

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

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ANNEX

Route Schedules

1. Route(s) to be operated by the designated airline(s) of the Kingdom of Thailand, in both directions:

Points in Thailand – any intermediate points – Points in [*Denmark/Norway/Sweden*] – any beyond points.

2. Route(s) to be operated by the designated airline(s) of [*Denmark/Norway/Sweden*], in both directions:

Points in [*Denmark/Norway/Sweden*] – any intermediate points – Points in Thailand – any beyond points.

Note: Points on any of the specified routes may, at the option of the designated airlines, be omitted on any or all flights, provided that the agreed services on the route begin at a point in the territory of the Contracting Party which has designated the airline(s).