

No. 30379

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**EUROPEAN ECONOMIC COMMUNITY,  
NORWAY and SWEDEN**

**Agreement on civil aviation (with annex and protocols).  
Signed at Brussels on 30 June 1992**

*Authentic texts: Spanish, Danish, German, Greek, English, French, Italian,  
Dutch, Portuguese, Norwegian and Swedish.*

*Registered by the European Economic Community on 14 October 1993.*

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**COMMUNAUTÉ ÉCONOMIQUE EUROPÉENNE,  
NORVÈGE et SUÈDE**

**Accord dans le domaine de l'aviation civile (avec annexe et  
protocoles). Signé à Bruxelles le 30 juin 1992**

*Textes authentiques : espagnol, danois, allemand, grec, anglais, français,  
italien, néerlandais, portugais, norvégien et suédois.*

*Enregistré par la Communauté économique européenne le 14 octobre 1993.*

## AGREEMENT<sup>1</sup> BETWEEN THE EUROPEAN ECONOMIC COMMUNITY, THE KINGDOM OF NORWAY AND THE KINGDOM OF SWEDEN ON CIVIL AVIATION

THE CONTRACTING PARTIES,

DESIRING to set out rules for civil aviation within the area covered by the EEC, the Kingdom of Norway and the Kingdom of Sweden, rules which are without prejudice to those contained in the EEC Treaty<sup>2</sup> and in particular to existing Community competence under Articles 85 and 86 of the EEC Treaty and the competition rules derived therefrom;

AGREEING that it is appropriate to base these rules on the legislation in force within the European Economic Community;

DESIRING to prevent, in full deference to the independence of the courts, divergent interpretations and to arrive at as uniform an interpretation as possible of the provisions of this Agreement and those provisions of Community legislation which are substantially reproduced in this Agreement;

WHEREAS this Agreement shall not prejudice the outcome of the negotiations between the EC and the EFTA countries on the European Economic Area, and in particular in respect of the rules of competition and State aid and shall be terminated on the date on which an agreement between the EC and the EFTA countries on the said European Economic Area enters into force,

HAVE AGREED AS FOLLOWS:

<sup>1</sup> Came into force on 6 July 1992, the date of deposit of the last instrument of ratification, in accordance with article 23 (2):

<i>Participant</i>	<i>Date of deposit of the instrument of ratification</i>
European Economic Community.....	30 June 1992
Norway.....	6 July 1992
Sweden.....	30 June 1992

<sup>2</sup> United Nations, *Treaty Series*, vol. 298, p. 3 (English translation); vol. 294, p. 3 (authentic French text); vol. 295, p. 2 (authentic German text); vol. 296, p. 2 (authentic Italian text), and vol. 297, p. 2 (authentic Dutch text); see also vol. 1376, p. 2 (authentic Danish text); vol. 1377, p. 2 (authentic English text); vol. 1378, p. 2 (authentic Irish text); vol. 1383, p. 2 (authentic Greek text); vol. 1452, p. 2 (authentic Portuguese text), and vol. 1453, p. 2 (authentic Spanish text).

## CHAPTER 1

## ARTICLE 1

1. This Agreement sets out rules for the Contracting Parties in the field of civil aviation. These rules are without prejudice to those contained in the EEC Treaty, and in particular to existing Community competence under Articles 85 and 86 of the EEC Treaty and the competition rules derived therefrom.

2. For this purpose the provisions laid down by the Regulations and Directives specified at any time in the Annex shall apply under the conditions set out hereafter. The interpretations of the said provisions shall be in accordance with the interpretations provided by the Court of Justice of the European Communities or the EC Commission (hereafter called the Commission) applicable to Articles 4 to 6, to the corresponding Articles of the EEC Treaty and to those Regulations and Directives. Such interpretations handed down after the signature of this Agreement shall be communicated to Norway and Sweden.

At the request of a Contracting Party the Joint Committee shall exchange views pursuant to Article 13 on the implications of such interpretations for the proper functioning of this Agreement.

3. The Parties to this Agreement shall take all appropriate measures whether general or particular, to ensure fulfilment of the obligations arising out of this Agreement and shall refrain from any measure which would jeopardize attainment of the objectives of this Agreement

## ARTICLE 2

Any service covered by this Agreement, operated by the Scandinavian Airlines System (SAS) between one of the States in which the parent companies are registered and another State within the Community shall be considered as a third or fourth freedom service.

## CHAPTER 2

## ARTICLE 3

The provisions in Articles 4 to 6 and the Annex shall apply to the extent that they concern air transport or an associated matter mentioned in the Annex.

## ARTICLE 4

1. The following shall be prohibited as incompatible with this Agreement: all agreements between undertakings, decisions by associations of undertakings and concerted practices which may affect trade between Contracting Parties and which have as their object or effect the prevention, restriction or distortion of competition within the area covered by this Agreement, and in particular those which:

- (a) directly or indirectly fix purchase or selling prices or any other trading conditions;
- (b) limit or control production, markets, technical development, or investment;
- (c) share markets or sources of supply;
- (d) apply dissimilar conditions to equivalent transactions with other trading parties, thereby placing them at a competitive disadvantage;
- (e) make the conclusion of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of such contracts.

2. Any agreements or decisions prohibited pursuant to this Article shall be automatically void.

3. The provisions of paragraph 1 may, however, be declared inapplicable in the case of:

- any agreement or category of agreements between undertakings;

- any decision or category of decisions by associations of undertakings;
- any concerted practice or category of concerted practices

which contributes to improving the production or distribution of goods or to promoting technical or economic progress, while allowing consumers a fair share of the resulting benefit, and which does not:

- (a) impose on the undertakings concerned restrictions which are not indispensable to the attainment of these objectives;
- (b) afford such undertakings the possibility of eliminating competition in respect of a substantial part of the products in question.

#### ARTICLE 5

Any abuse by one or more undertakings of a dominant position within the area covered by this Agreement or in a substantial part of it shall be prohibited as incompatible with this Agreement insofar as it may affect trade between Contracting Parties.

Such abuse may, in particular, consist in:

- (a) directly or indirectly imposing unfair purchase or selling prices or other unfair trading conditions;
- (b) limiting production, markets or technical development to the prejudice of consumers;
- (c) applying dissimilar conditions to equivalent transactions with other trading parties, thereby placing them at a competitive disadvantage;
- (d) making the conclusion of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of such contracts.