

EMBASSY OF FINLAND

3301 MASSACHUSETTS AVENUE, N.W.

WASHINGTON, D.C. 20008

Excellency,

June 9, 1995

I have the honour to acknowledge the receipt of Your Excellency's Note of June 9, 1995 which reads as follows:

"Excellency:

I have the honor to present my compliments and to refer to discussions held by representatives of our two governments in Washington March 23-24, 1995 concerning the Air Transport Agreement between the Government of the United States of America and the Government of Finland, with Annex and Schedule, signed at Helsinki March 29, 1949, (hereinafter the Agreement) and the Protocol relating thereto, signed at Washington May 12, 1980 (hereinafter the Protocol), as amended.

In light of the understandings reached in those discussions, I have the honor to propose, on behalf of the Government of the United States of America, that the Agreement and the Protocol be further amended as follows:

Definitions

Article 1 of the Agreement shall be amended as follows:

(a) Replace "the present Agreement, and its Annex" with "the present Agreement, the Protocol and its Annexes."

(b) Add the following paragraphs:

(E) The term "air services" means the public carriage by aircraft of passengers, baggage, cargo, and mail, separately or in combination, for remuneration or hire.

(F) The term "international air service" means air service that passes through the airspace over the territory of more than one State.

His Excellency Warren Christopher
Secretary of State
U.S. Department of State
Washington, D.C.

Article 1 of the Protocol shall be amended as follows:

(a) The chapeau shall be amended to read as follows: "As used in the Agreement and in this Protocol:"

(b) A new paragraph (3) shall be added, which shall read as follows:

(3) "Full cost" means the cost of providing service plus a reasonable charge for administrative overhead.

(c) Paragraph (1) of Article 6 (Pricing) of the Protocol shall be deleted and a new paragraph (4) shall be added to Article 1 (Definitions) of the Protocol, which shall read as follows:

(4) "Price" means any fare, rate or charge for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air services charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge.

(d) A new paragraph (5) shall be added to Article 1 (Definitions) of the Protocol, which shall read as follows:

(5) "User charge" means a charge imposed on airlines for the provision of airport, air navigation, or aviation security facilities or services including related services and facilities.

Grant of Rights

3. Article 2 of the Agreement shall be amended by replacing the words "Annex hereto" with the words "Annexes to the Protocol."

4. The Annex to the Agreement shall be added to the Protocol as "Annex I."

5. Sections I and II of Annex I shall be deleted in their entirety.

6. Section III of Annex I shall be redesignated as Section I and shall be amended as follows:

(a) Replace the phrase "this Agreement" with the phrase "the Agreement and this Protocol."

(b) The phrase "as well as the right of commercial entry and departure for international traffic in passengers, cargo and mail at the points enumerated on each of the routes specified in the Schedule attached." shall be replaced by the phrase "and the rights otherwise specified in the Agreement and this Protocol."

(c) The following sentence shall be added at the end of the paragraph:

Nothing in the Agreement or this Protocol shall be deemed to confer on the airline or airlines of one Party the rights to take on board, in the territory of the other Party, passengers, their baggage, cargo, or mail carried for compensation and destined for another point in the territory of that other Party.

7. All references to "Annex" in the Agreement and Protocol shall be changed to read "Annexes and Schedules."

Designation and Authorization

8. Article 2 (Designation and Authorization) of the Protocol shall be deleted.

9. Article 3 of the Agreement shall be amended to read in its entirety as follows:

1. Each contracting party shall have the right to designate as many airlines as it wishes to conduct international air services in accordance with this Agreement and the Protocol and to withdraw or alter such designations. Such designations shall be transmitted to the other contracting party in writing through diplomatic channels, and shall identify whether the airline is authorized to conduct the type of air service specified in Schedule I of Annex I or in Schedule II of Annex I or both.

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 appropriate authorizations and permissions with minimal procedural delay, provided:

a. all the requirements relevant to licensing set forth in this Agreement and the Protocol, including those set forth in Article 7 of this Agreement, are met;

b. 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; and

c. the contracting party designating the airline is maintaining and administering the standards set forth in Article 5 of this Agreement relating to safety and Article 12 of the Protocol relating to aviation security.

Revocation of Authorization

10. Article 7 of the Agreement shall be amended as follows:

(a) Replace the phrase "Annex to this Agreement" with the phrase "Annexes to the Protocol."

(b) The phrase "Article 5 of the Agreement relating to safety or" shall be inserted after the phrase "comply with"; a period "." shall be inserted after the phrase "Article 6"; and the remainder of the sentence shall be deleted.

(c) The following two sentences shall be added at the end of Article 7:

Unless immediate action is essential to prevent further noncompliance with Article 5 of the Agreement relating to safety and Article 6 of the Agreement relating to applicable laws, the rights established by this Article shall be exercised only after consultation with the other contracting party. This Article does not limit the rights of either contracting party to withhold, revoke, limit, or impose conditions on the operating authorization or technical permission of an a or airlines of the other contracting party in accordance with the provisions of Article 12 (Aviation Security) of the Protocol.

Safety

11. Article 5 of the Agreement shall be amended as follows:

(a) The existing paragraph shall be designated as paragraph "(a)" and amended as follows:

(1) the words "the Annex" at the end of the first sentence shall be replaced with the words "the Annexes to the Protocol."

(2) add the following phrase to the end of the first sentence:

, provided that the requirements for such certificates or licenses at least equal the minimum standards that may be established pursuant to the Convention.

(b) Paragraph (d) of Article 12 (Aviation Security) of the Protocol shall be deleted from Article 12 and added as paragraph "(b)" to Article 5 of the Agreement with the following changes:

(1) add the phrase "Each contracting party" at the beginning of the first sentence; and

(2) delete the phrase "and security" before the word "standards" wherever it occurs in the paragraph.

12. Article 12 (Aviation Security) of the Protocol shall be amended as follows:

(a) The phrase "and as a result, reaffirm that their obligation to each other, in accordance with their rights and obligations under international law, to protect the security of civil aviation against unlawful acts of interference forms an integral part of the Agreement and this Protocol" shall be added to the end of the first sentence of the chapeau to Article 12.

(b) In paragraph (b):

(i) the phrase "shall, in their mutual relations, act in conformity with all aviation security standards and appropriate recommended practices established by the International Civil

Aviation Organization and designated as Annexes to the Convention, and" shall be inserted at the beginning of the paragraph; and

(ii) the phrase ", operators of aircraft who have their principal place of business or permanent residence in their territory, and the operators of airport's in their territory" shall be inserted after the phrase "operators of aircraft of its registry."

(c) Paragraph (c) shall be amended to read as follows:

(c) upon request of the other Party, shall provide all necessary assistance to the other Party to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, of their passengers and crew, and of airports and air navigation facilities, and to address any other threat to the security of civil aviation;

(d) The following paragraphs shall be added as new paragraphs "(d)", "(e)" and "(f)":

(d) agrees to observe the security provisions required by the other Party for entry into the territory of that other Party and to take adequate measures to protect aircraft and to inspect passengers, crew, and their baggage and carry-on items, as well as cargo and aircraft stores, prior to and during boarding or loading; and shall also give positive consideration to any request from the other Party for special security measures to meet a particular threat;

(e) shall assist the other Party when an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of passengers, crew, aircraft, airports, or air navigation facilities occurs by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat; and

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

Commercial Operations

13. Article 10 (Commercial operations) of the Protocol shall be amended as follows:

(a) Paragraph (4) shall be amended to read in its entirety as follows:

(4) Any airline of each Party may engage in the sale of air transportation in the territory of the other Party directly and, at the airline's discretion, through its agents, except as may be specifically provided by the charter regulations of the country in which the charter originates that relate to the protection of passenger funds, and passenger cancellation and refund rights. Each airline shall have the right to sell such transportation in the currency of that territory in freely convertible currencies.

(b) In paragraph 5, the words "promptly, without delay" shall be inserted after the word "permitted."

(c) The following shall be added as new paragraphs "(6)" and "(7)"

(6) The airlines of each Party shall be permitted to pay for local expenses, including purchases of fuel, in the territory of the other Party in local currency. At their discretion, the airlines of each Party may pay for such expenses in the territory of the other Party in freely convertible currencies according to local currency regulation.

(7) (a) In operating or holding out the authorized services on the agreed routes, provided that all airlines in such arrangements 1) hold the appropriate authority and 2) meet the requirements normally applied to such arrangements, any designated airline of one Party

may enter into cooperative marketing arrangements such as blocked-space, code-sharing, or leasing arrangements, with

i) an airline or airlines of either Party; and

ii) an airline or airlines of a third country, provided that such third country authorizes or allows comparable arrangements to, from and via such third country.

(b) Notwithstanding the proviso of (ii) above, if an airline of one Party holds out service between point in the territory of the other Party and a point in a third country by means of a code-share arrangement on any segment of that service with an airline of the other Party, the first Party must authorize or allow any airline of the other Party to code share with any airline on any segment of services between that third country and the territory of the other Party via a point or points in the territory of the first Party.

Customs Duties and Charges

14. Article 4 of the Agreement shall be amended to read in its entirety as follows:

(a) On arriving in the territory of one contracting party, aircraft operated in international air services by the designated airlines of the other contracting party, their regular equipment, ground equipment, fuel, lubricants, consumable technical supplies, spare parts (including engines), aircraft stores (including but not limited to such items as food, beverages and liquor, tobacco and other products destined for sale to or use by passengers in limited quantities during flight), and other items intended for or used solely in connection with the operation or servicing of aircraft engaged in international air services shall be exempt, on the basis of reciprocity, from all import restrictions, customs duties, excise taxes, and similar fees and charges that are (1) imposed by the national authorities, and (2) not based on the cost of services provided, provided that such equipment and supplies remain on board the aircraft.

(b) There shall also be exempt, on the basis of reciprocity, from the taxes, duties, fees and charges referred to in paragraph (a) of this Article, with the exception of charges based on the cost of the service provided:

(i) 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 of an airline of the other contracting party engaged in international air travel, even when these stores are used on part of the journey performed over the territory of the contracting party in which they are taken on board;

(ii) ground equipment and spare parts (including engines) introduced into the territory of a contracting party for the servicing, maintenance, or repair of aircraft of an airline of the other contracting party used in international air services;

(iii) fuel lubricants and consumable technical supplies introduced into or supplied in the territory of a contracting party for use in an aircraft of an airline of the other contracting party engaged in international air services, 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; and

(iv) promotional and advertising materials introduced into or supplied in the territory of one contracting party and taken on board, within reasonable limits, for use on outbound aircraft of an airline of the other contracting party engaged in international air services, even when these stores 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.

(c) Equipment and supplies referred to in paragraphs (a) and (b) of this Article may be required to be kept under the supervision or control of the appropriate authorities.

(d) The exemptions provided by this Article shall also be available where a designated airline of one contracting party has contracted with another airline, which similarly enjoys such exemptions from the other contracting party, for the loan or transfer in the

territory of the other contracting party of the items specified in paragraphs (a) and (b) of this Article.

User Charges

15. Article 11 (User Charges) of the Protocol shall be amended to read in its entirety as follows:

(1) User charges that may be imposed by the competent charging authorities or bodies of each Party on the airlines of the other Party shall be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users. In any event, any such user charges shall be assessed on the airlines of the other Party on terms not less favorable than the most favorable terms available to any other airline at the time the charges are assessed.

(2) User charges imposed on the airlines of the other Party may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport, airport environmental, air navigation, and aviation security facilities and services at the airport or within the airport system. Such full cost may include a reasonable return on assets, after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis.

(3) Each Party shall encourage consultations between the competent charging authorities or bodies in its territory and the airlines using the services and facilities, and shall encourage the competent charging authorities or bodies and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs (1) and (2) of this Article. Each Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes user charges to enable users to express their views before changes are made.

(4) Neither Party shall be held, in dispute resolution procedures pursuant to Article 12 of the Agreement, to be in breach of a provision of this Article, unless (i) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Party within a reasonable amount of time; or (ii) following such a review, it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

Fair Competition

16. Article 5 (Fair Competition) of the Protocol shall be amended as follows:

(a) References to "this Protocol" throughout this article shall be changed to "this Protocol and the Agreement"

(b) In paragraph (1), the phrase "and equal" shall be inserted after the word "fair."

(c) Paragraph (4) shall be amended to read in its entirety as follows:

(4) Neither Party shall require the filing of schedules, programs for charter flights or operational plans by airlines of the other Party for approval, except as may be required on a non-discriminatory basis to enforce the uniform conditions foreseen by paragraph (2) of this Article or as may be specifically authorized in a provision of the Agreement or this Protocol. If a Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air services intermediaries and on designated airlines of the other Party.

17. Article 8 (Flight or Program Approvals) of the Protocol shall be deleted.

Pricing

18. Article 6 (Pricing) of the Protocol shall be amended to read in its entirety as follows:

(1) Each Party shall allow prices for air services to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Parties shall be limited to:

(a) prevention of unreasonably discriminatory prices or practices;

(b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and

(c) protection of airlines from prices that are artificially low due to direct or indirect governmental subsidy or support.

(2) Each Party may require notification to or filing with its aeronautical authorities of prices proposed to be charged to or from its territory by airlines of the other Party. Notification or filing by the airlines of both Parties may be required no more than 30 days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required.

Neither Party shall require the notification or filing by airlines of the other Party of prices charged by charterers to the public, except as may be required on a non-discriminatory basis for information purposes.

(3) Neither Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by (a) an airline of either Party for international air transportation between the territories of the Parties, or (b) an airline of one Party for international air services between the territory of the other Party and any other country, including in both cases services on an interline or intraline basis, provided that, in the case of services to or from third countries to which Council Regulation (EEC) no. 2409/92 of 23 July 1992 applies on the date these Amendments enter into force, such price is not specifically prohibited under that Regulation. If either Party believes that any such price is inconsistent with the considerations set forth in paragraph (1) of this Article, it shall request consultations and notify the other 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 Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. Without such mutual agreement, the price shall go into effect or continue in effect.

(4) Notwithstanding paragraphs (1) through (3) above, each designated airline has the right to match any price offered in the marketplace.

Intermodal Services

19. A new Article 8 (Intermodal Services) shall be added to the Protocol, which shall read as follows:

Article 8 **Intermodal Services**

Notwithstanding any other provision of the Agreement or this Protocol, airlines and indirect providers of cargo transportation of both Parties shall be permitted, without restriction, to employ in connection with international air services any surface transportation for cargo to or from any points in the territories of the Parties or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. 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 cargo air transportation. Such intermodal cargo services may be offered at a single, through price for the air and surface transportation combined, provided that

Consultations

20. Article 13 (Consultations) of the Protocol shall be amended as follows:

Replace the phrase "30 days" with "60 days."

21. Section VIII of Annex I shall be amended by replacing the words "Agreement and Annex" by the words "Agreement, Protocol and its Annexes." I

Settlement of Disputes

22. Article 12 of the Agreement shall be amended as follows:

(a) References to "this Agreement or its Annex" shall be replaced with "this Agreement, the Protocol or its Annexes."

(b) Insert the phrase ", except those that may arise under paragraph 3 of Article 6 (Pricing) of the Protocol," after the phrase "the interpretation or application of this Agreement, the Protocol or its Annexes."

Amendments

23. Article 15 (Revision of Agreement) of the Protocol shall be deleted.

24. Article 10 of the Agreement shall be deleted.

25. Article 13 of the Agreement shall be deleted.

Multilateral Agreements

26. Article 11 of the Agreement shall be deleted in its entirety.

27. Article 14 (Multilateral Agreement) of the Protocol shall be amended to read in its entirety as follows:

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

Scheduled Air Services

28. Article 3 of the Protocol shall be deleted entirely and the Schedule to Annex I shall be amended to read in its entirety as follows:

Schedule I **Scheduled Air Services**

Section 1 **Routes**

Airlines of each Party designated under this Schedule shall, in accordance with the terms of their designation, be entitled to perform scheduled international air services between points on the following routes:

A. **Routes for the airline or airlines designated by the Government of the United States:**

From points behind the United States via the United States and intermediate points to a point or points in Finland and beyond.

B. **Routes for the airline or airlines designated by the Government of Finland:**

From points behind Finland via Finland and intermediate points to a point or points in the United States and beyond.

Section 2
Operational Flexibility

Each designated airline may, on any or all flights at its option:

1. Operate flights in either or both directions;
2. Combine different flight numbers within one aircraft operation;
3. Serve behind, intermediate and beyond points and points in the territory of the Parties on the routes in any combination and in any order;
4. Omit stops at any point or points;
5. Transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes; and
6. Serve points behind any point in its territory with or without change of aircraft or flight number and hold out and advertise such services to the public as through services;

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under the Agreement or this Protocol, provided that the service serves a point in the territory of the Party designating the airline.

Section 3
Change of Gauge

On any segment or segments of the routes above, any designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated; provided that, in the outbound direction, the transportation beyond such point is a continuation of the transportation from the territory of the Party that has designated the airline and, in the inbound direction, the transportation to the territory of the Party that has designated the airline is a continuation of the transportation beyond such point.

Charter Air Services

29. Article 4 (Grant of Rights for Charter Air Services) of the Protocol shall be deleted and the following "Schedule II" shall be added to Annex I of the Protocol:

Schedule II
Charter Air Services

Section 1

The designated airlines of each Party shall have the right to carry international charter traffic in passengers (and their accompanying baggage) and/or cargo between any point or points in the territory of one Party via intermediate points to any point or points in the territory of the other Party and beyond, provided that the service must serve a point in the territory of the Party designating the airline.

In the performance of services covered by this Schedule, the airlines of one Party shall also have the right: (1) to make stopovers at any points whether within or outside of the territory of either Party; (2) to carry traffic through the other Party's territory; (3) to combine on the same aircraft traffic originating in one Party's territory with traffic originating in the other Party's territory; (4) to combine on the same aircraft traffic originating at or destined for a point or points behind a point in its territory with U.S. - Finland traffic; and (5) to combine on the same aircraft traffic originating at or destined for an intermediate point or points or traffic originating at or destined for a point or points beyond the territory of either Party with U.S.-Finland traffic.

Each Party shall extend favorable consideration to applications by designated airlines of the other Party to carry traffic not covered by this Schedule on the basis of comity and reciprocity.

Section 2

Any airline designated by either Party performing international charter air transportation originating in the territory of either Party, whether on a one-way or round-trip basis, shall have the option of complying with the charter laws, regulations, and rules either of its homeland or of the other Party. If a Party applies different rules, regulations, terms, conditions, or limitations to one or more of its airlines, or to airlines of different countries, each designated airline shall be subject to the least restrictive of such criteria.

However, nothing contained in the above paragraph shall limit the rights of either Party to require airlines designated under this Schedule by either Party to adhere to requirements relating to the protection of passenger funds and passenger cancellation and refund rights.

Section 3

Except with respect to the consumer protection rules referred to in the preceding paragraph above, neither Party shall require an airline designated under this Schedule by the other Party, in respect of the carriage of traffic from the territory of that other Party or of a third country on a one-way or round-trip basis, to submit more than a declaration of conformity with the applicable laws, regulations and rules referred to under section 2 of this Schedule or of a waiver of these laws, regulations, or rules granted by the applicable aeronautical authorities.

CRS

30. The Protocol shall be amended to add an Annex II, which shall read as follows:

ANNEX II

Principles of Non-Discrimination Within and Competition among Computer Reservations Systems

Recognizing that Article 5 (Fair Competition) of the Protocol guarantees the airlines of both Parties a "fair and equal opportunity" to compete,

Considering that one of the most important aspects of the ability of an airline to compete is its ability to inform the public of its services in a fair and impartial manner, and that, therefore, the quality of information about airline services available to travel agents who directly distribute such information to the traveling public and the ability of an airline to offer those agents competitive computer reservations systems (CRSs) represent the foundation for an airline's competitive opportunities, and

Considering that it is equally necessary to ensure that the interests of the consumers of air transport products are protected from any misuse of such information and its misleading presentation and that airlines and travel agents have access to effectively competitive computer reservations systems:

1. The Parties agree that CRSs shall have integrated primary displays for which:
 - a. Information regarding international air services, including the construction of connections on those services, shall be edited and displayed based on non-discriminatory and objective criteria that are not influenced, directly or indirectly, by airline or market identity. Such criteria shall apply uniformly to all participating airlines.
 - b. CRS data bases shall be as comprehensive as possible.
 - c. CRS vendors shall not delete information submitted by participating airlines; such information shall be accurate and transparent; for example, codeshared and change-of-gauge flights and flights with stops should be clearly identified as having those characteristics.
 - d. All CRSs that are available to travel agents who directly distribute information about airline services to the traveling public in either Party's territory shall not only be obligated to, but shall also be entitled to, operate in conformance with the CRS rules that apply in the territory where the CRS is being operated.

e. Travel agents shall be allowed to use any of the secondary displays available through the CRS so long as the travel agent makes a specific request for that display.

2. A Party shall require that each CRS vendor operating in its territory allow all airlines willing to pay any applicable non-discriminatory fee to participate in its CRS. A Party shall require that all distribution facilities that a system vendor provides shall be offered on a non-discriminatory basis to participating airlines. A Party shall require that CRS vendors display, on a non-discriminatory, objective, carrier-neutral and market-neutral basis, the international air services of participating airlines in all markets in which they wish to sell those services. Upon request, a CRS vendor shall disclose details of its data base update and storage procedures, its criteria for editing and ranking information, the weight given to such criteria, and the criteria used for selection of connect points and inclusion of connecting flights.

3. CRS vendors operating in the territory of one Party shall be entitled to bring in, maintain, and make freely available their CRSs to travel agencies or travel companies whose principal business is the distribution of travel-related products in the territory of the other Party, if the CRS complies with these principles.

4. Neither Party shall, in its territory, impose or permit to be imposed on the CRS vendors of the other Party more stringent requirements with respect to access to and use of communication facilities, selection and use of technical CRS hardware and software, and the technical installation of CRS hardware, than those imposed on its own CRS vendors.

5. Neither Party shall, in its territory, impose or permit to be imposed on the CRS vendors of the other Party more restrictive requirements with respect to CRS displays (including edit and display parameters), operation, or sale than those imposed on its own CRS vendors.

6. CRSs in use in the territory of one Party that comply with these principles and other relevant non-discriminatory regulatory, technical, and security standards shall be entitled to effective and unimpaired access in the territory of the other Party. One aspect of this is that a designated airline shall participate in such a system as fully in its homeland territory as it does in any system offered to travel agents in the territory of the other Party. Owners/operators of CRSs of one Party shall have the same opportunity to own/operate CRSs that conform to these principles within the territory of the other Party as do owners/operators of that Party. Each Party shall ensure that its airlines and its CRS vendors do not discriminate against travel agents in their homeland territory because of their use or possession of a CRS also operated in the territory of the other Party.

If these proposals are acceptable to the Government of Finland, I have the further honor to propose that this note and Your Excellency's note in reply shall constitute an agreement between our two governments, which shall enter into force on the date of your Excellency's note in reply.

Accept, Excellency, the renewed assurances of my highest consideration."

I have further the honour to inform Your Excellency that the **Government of the Republic of Finland** accepts the above proposal of **the Government of the United States of America** and to confirm that Your Excellency's Note and this reply shall constitute an agreement between our two Governments on this matter, which shall enter into force on the date of this reply.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Jukka Valtasaari
Ambassador of Finland