

No. 11694

**SINGAPORE
and
CZECHOSLOVAKIA**

**Agreement for air services between and beyond their
respective territories (with annex). Signed at Singapore
on 7 September 1971**

Authentic text: English.

Registered by the International Civil Aviation Organization on 3 April 1972.

**SINGAPOUR
et
TCHÉCOSLOVAQUIE**

**Accord relatif aux services aériens entre leurs territoires
respectifs et au-delà (avec annexe). Signé à Singapour le
7 septembre 1971**

Texte authentique: anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 3 avril 1972.

AGREEMENT¹ BETWEEN THE REPUBLIC OF SINGAPORE
AND THE CZECHOSLOVAK SOCIALIST REPUBLIC FOR
AIR SERVICES BETWEEN AND BEYOND THEIR
RESPECTIVE TERRITORIES

The Government of the Republic of Singapore and the Government of the Czechoslovak Socialist Republic being parties to the Convention on International Civil Aviation,² and

Desiring to conclude an Agreement for the purpose of establishing air services between and beyond the Republic of Singapore and the Czechoslovak Socialist Republic,

Have agreed as follows:

Article 1

For the purpose of the present Agreement, unless the context otherwise requires:

(a) the term "the 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 Convention under Article 90 and 94 thereof;

(b) the term "aeronautical authorities" means, in the case of the Republic of Singapore, the Minister for Communications and any person or body authorised to perform any functions at present exercised by the said Minister or similar functions; and in the case of the Czechoslovak Socialist Republic, the Federal Committee for Transport, Civil Aviation Administration, and any person or body authorised to perform any functions at present exercised by the said Committee or similar functions;

(c) the term "designated airline" means an airline which one Contracting Party shall have designated, by written notification to the

¹ Came into force on 7 September 1971 by signature, in accordance with article 19.

² United Nations, *Treaty Series*, vol. 15, p. 295; for the texts of the Protocols amending this Convention, see vol. 320, pp. 209 and 217; vol. 418, p. 161; vol. 514, p. 209, and vol. 740, p. 21.

other Contracting Party, in accordance with Article 3 of the present Agreement, for the operation of air services on the routes specified in the Annex to the present Agreement;

(d) the term “change of gauge” means the operation of an air service by a designated airline in such a way that one section of the route is flown by aircraft different in capacity from those used on another section;

(e) the term “territory” in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty of that State;

(f) the terms “air service”, “international air service”, “airline” and “stop for non-traffic purposes” have the meanings respectively assigned to them in Article 96 of the Convention; and

(g) the terms “agreed services” and “specified routes” mean the international air services and the routes specified in the Annex to the present Agreement.

Article 2

(1) Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing air services on the routes specified in the appropriate Schedule of the Annex thereto (hereinafter called “the agreed services” and “the specified routes”). The agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights shall be granted.

(2) Subject to the provisions of the present Agreement, the airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following privileges:

- (a) to fly without landing across the territory of the other Contracting Party;
- (b) to make stops in the said territory for non-traffic purposes; and
- (c) to make stops in the said territory at the points specified for that route in the Schedule to the present Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail.

(3) Nothing in paragraph (2) of this Article shall be deemed to confer on the airlines of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 3

(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) On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline or airlines designated the appropriate operating authorisation.

(3) The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied by them in conformity with the provisions of the Convention to the operation of international commercial air services.

(4) Each Contracting Party shall have the right to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the privileges specified in paragraph (2) of Article 2 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those privileges in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of the Contracting Party designating the airline.

(5) At any time after the provisions of paragraphs (1) and (2) of this Article have been complied with, an airline so designated and authorised may begin to operate the agreed services provided that a service shall not be operated unless a tariff established in accordance with the provisions of Article 10 of the present Agreement is in force in respect of that service.

(6) Each Contracting Party shall have the right to suspend the exercise by an airline of the privileges specified in paragraph (2) of Article 2 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those privileges in any case where the airline fails to comply with the laws or regulations of the Contracting Party granting those privileges or otherwise fails to operate in accordance with the conditions prescribed in the present Agreement; provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringements of laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

Article 4

(1) Aircraft operated on international services by the designated airline of either Contracting Party, as well as their regular equipment, spare parts, supplies of fuels 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 and supplies remain on board the aircraft up to such time as they are re-exported.

(2) Supplies of fuels, lubricants, spare parts, regular equipment and aircraft stores introduced into the territory of one Contracting Party by or on behalf of a designated airline of the other Contracting Party or taken on board the aircraft operated by such designated airline and intended solely for use in the operation of international services shall be exempt from all national duties and charges, including customs duties and inspection fees imposed in the territory of the first Contracting Party, even when these supplies are to be used on the parts of the journey performed over the territory of the Contracting Party in which they are taken on board. The materials referred to above may be required to be kept under customs supervision or control.

(3) The regular airborne equipment, spare parts, aircraft stores and supplies of fuels and lubricants 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 the customs authorities of that Party, who may require that these materials be placed under their supervision up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

(4) Fuel, lubricants, spare parts, regular aircraft equipment and aircraft stores taken on board aircraft of one Contracting Party in the territory of the other Contracting Party and used solely on flights between two points in the territory of the latter Contracting Party shall be accorded with respect to customs duties, inspection fees and other similar national or local duties and charges treatment not less favourable than that granted to national airlines or to the most favoured airline operating such flights.

Article 5

Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved

for such purpose shall only be subject to a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 6

(1) The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircraft engaged in international air navigation or flights of such aircraft over that territory shall apply to the designated airline of the other Contracting Party.

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

(3) Each Contracting Party undertakes not to grant any preferences to its own airlines with regard to the designated airlines of the other Contracting Party in the application of the laws and regulations provided for by this Article.

(4) When utilising the airports and other facilities offered by one Contracting Party, the designated airline of the other Contracting Party shall not have to pay fees higher than those which have to be paid by national aircraft operating on scheduled international services.

Article 7

(1) Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one of the Contracting Parties shall, during the period of their validity be recognised as valid by the other Contracting Party.

(2) Each Contracting Party reserves its rights, however, not to recognise as valid, for the purpose of flights over its own territory, certificates of competency and licences granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.

Article 8

(1) There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

(2) In operating the agreed services, the airlines of each Contracting

Party shall take into account the interests of the airlines of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.

(3) The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail originating from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:

- (a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- (b) traffic requirements of the area through which the airline passes, after taking account of other transport services established by airlines of the States comprising the area; and
- (c) the requirements of through airline operation.

Article 9

A designated airline of one Contracting Party may make a change of gauge at a point in the territory of the other Contracting Party only on the following conditions:

- (a) that it is justified by reason of economy of operation;
- (b) that the aircraft used on the section more distant from the terminal in the territory of the former Contracting Party are smaller in capacity than those used on the nearer section;
- (c) that the aircraft of smaller capacity shall operate only in connection with the aircraft of larger capacity and shall be scheduled so to do; the former shall arrive at the point of change for the purpose of carrying traffic transferred from, or to be transferred into, the aircraft of larger capacity; and their capacity shall be determined with primary reference to this purpose;

- (d) that there is an adequate volume of through traffic; and
- (e) that the provisions of Article 8 of the present Agreement shall govern all arrangements made with regard to change of gauge.

Article 10

(1) The tariffs on any agreed service 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) and the tariffs of other airlines for any part of the specific 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, together with the rates of agency commission used in conjunction with them shall, if possible, be agreed in respect of each of the specified routes between the designated airlines concerned in consultation with other airlines operating over the whole or part of that route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of both Contracting Parties.

(3) If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be agreed upon in accordance with the provisions of paragraph (2) of this Article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

(4) If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (2) of this Article or on the determination of any tariff under paragraph (3), the dispute shall be settled in accordance with the provisions of Article 15 of the present Agreement.

(5) No tariff shall come into force if the aeronautical authorities of either Contracting Party have not approved it.

(6) When tariffs have been established in accordance with the provisions of this Article, these tariffs shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

Article 11

Each Contracting Party grants to the designated airline/airlines of the other Contracting Party the right to remit to its/their head office/offices

the excess over-expenditure of receipts earned in the territory of the first Contracting Party. The procedure for such remittances, however, shall be in accordance with the foreign exchange regulations of the Contracting Party in the territory of which the revenue accrued.

Article 12

For the co-ordination of matters concerning air transportation and servicing of aircraft, each Contracting Party shall grant the designated airline of the other Contracting Party actually operating the agreed services the right to station personnel in the territory of the first-mentioned Contracting Party and the type and number of such personnel shall be agreed from time to time between the aeronautical authorities of the Contracting Parties.

Article 13

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic, if available.

Article 14

There shall be regular and frequent consultations between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfilment of the present Agreement.

Article 15

Any dispute relating to the interpretation or application of this Agreement or the Annex thereto shall be settled by direct negotiations between the aeronautical authorities [. If they] fail to reach an agreement, the dispute shall be settled through diplomatic channels.

Article 16

(1) Should either of the Contracting Parties consider it desirable to modify any provision of the present Agreement it may ask the other Contracting Party for consultations. Such consultations shall take place within 60 days from the date of the request and they may be carried out by correspondence or through discussion between the aeronautical authorities.

(2) Modifications of the Annex to the present Agreement may be carried out by direct negotiation between the aeronautical authorities of the two Contracting Parties and such agreed modifications shall be applied provisionally as from the date agreed on by the aeronautical authorities.

(3) Any modifications of the present Agreement or of its Annex, carried out in accordance with the provisions of paragraphs (1) and (2) of this Article, shall come into force when they have been approved by an exchange of notes between the two Contracting Parties.

(4) If a general multilateral agreement concerning air transport comes into force in respect of both Contracting Parties, this Agreement shall be amended so as to conform with the provisions of that Agreement.

Article 17

Either Contracting Party may at any time give notice to the other if it desires to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, the present Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

Article 18

The present Agreement and any exchange of notes in accordance with Article 15 shall be registered with the International Civil Aviation Organization.

Article 19

The present Agreement shall come into force on the date of signature.

IN WITNESS WHEREOF, the undersigned plenipotentiaries, being duly authorised thereto by their respective Governments, have signed the present Agreement:

DONE this 7th day of September, 1971 at Singapore in duplicate in the English language.

For the Government
of the Republic of Singapore:

NGIAM TONG DOW
Acting Permanent Secretary
Ministry of Communications

For the Government
of the Czechoslovak Socialist
Republic:

JIRI PINKAVA
Ambassador
in Jakarta

ANNEX

SCHEDULE I

Routes to be operated by the designated airline or airlines of the Czechoslovak Socialist Republic:

<i>Column 1</i> Points of departure:	<i>Column 2</i> Intermediate points:	<i>Column 3</i> Point in Singapore:	<i>Column 4</i> Point beyond:
Prague Bratislava	Belgrade Athens Beirut Cairo Kuwait Teheran Karachi Bombay Rangoon Colombo Phnom Penh Kuala Lumpur	Singapore	Djakarta

SCHEDULE II

Routes to be operated by the designated airline or airlines of Singapore:

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
Point of departure:	Intermediate points:	Points in Czechoslovakia:	Point beyond:
Singapore	Kuala Lumpur Phnom Penh Rangoon Colombo Bombay Karachi Kuwait Teheran Cairo Beirut Athens Belgrade	Prague Bratislava	London

NOTES:

- (i) Any or some of the points on the specified routes in Schedules I and II of the Annex may, at the option of the designated airline or airlines of the Czechoslovak Socialist Republic and the Republic of Singapore respectively, be omitted on any or all flights.
- (ii) The designated airline or airlines of the Czechoslovak Socialist Republic and the Republic of Singapore shall have the right to terminate its or their services in the territory of the other Contracting Party.