No. 14426

SINGAPORE
and
IRAQ

Agreement for air services between and beyond their respective territories (with annex). Signed at Cairo on 3 July 1975

Authentic text: English.

Registered by the International Civil Aviation Organization on 14 November 1975.

SINGAPOUR
et
IRAQ

Accord relatif aux services aériens entre leurs territoires respectifs et au-delà (avec annexe). Signé au Caire le 3 juillet 1975

Texte authentique : anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 14 novembre 1975.

AGREEMENT[1] BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE AND THE GOVERNMENT OF THE REPUBLIC OF IRAQ FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Government of the Republic of Singapore and the Government of the Republic of Iraq 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 their respective territories,

Have agreed as follows:

Article 1. (1) For the purpose of this 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,[2] and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 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 authorized to perform any functions at present exercised by the said Minister or similar functions; and in the case of the Republic of Iraq, the Minister of Communications and any person or body authorized to perform any functions at present exercised by the said Minister or similar functions;

(*c*) the term "designated airline" means an airline which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with Article 3, for the operation of air services on the routes specified in such notification;

(*d*) the term "territory" in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or trusteeship of that State;

(*e*) 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;

(*f*) the term "agreed service" means any air service established by virtue of the rights specified in this Agreement granted by one Contracting Party to the other Contracting Party;

(*g*) the term "specified route" means any of the routes specified in the Schedules under the Annex to this Agreement; and

(*h*) the term "Annex" means the Annex to this Agreement or as amended in accordance with the provisions of Article 14.

(2) The Annex forms an integral part of this Agreement and any reference to this Agreement shall include a reference to the Annex except where otherwise provided.

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[1] Came into force on 3 July 1975 by signature, in accordance with article 16.

[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; vol. 740, p. 21; vol. 893, p. 117, and vol. 958, p. 217.

Article 2. (1) Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing air services on the routes specified in the appropriate Schedule of the Annex.

(2) Subject to the provisions of this Agreement, the airline 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 appropriate Schedule of the Annex 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 airline 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.

(4) All rights granted in this Agreement by one Contracting Party shall be exercised only by and exclusively for the benefit of the designated airline of the other Contracting Party.

Article 3. (1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline 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 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 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 9 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 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 this 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) Fuel, lubricating oils, regular aircraft equipment, spare parts and aircraft stores introduced into or taken on the aircraft in the territory of one Contracting Party by, or on behalf of the airline designated by the other Contracting Party and intended solely for use by aircraft of such other Contracting Party shall be accorded in respect to customs duties, other charges levied on the occasion of the importation, exportation or transit of goods, inspection fees and special consumption charges, treatment not less favourable than that granted to other airlines engaged in similar international air services.

(2) Fuel, lubricating oils, regular aircraft equipment, spare parts and stores retained on board aircraft of the designated airline of one Contracting Party shall be exempt in the territory of the other Contracting Party from customs, inspection fees or similar duties or charges, even though such supplies are used or consumed by/or on such aircraft on flights in that territory. If these materials were unloaded on the territory of the other Contracting Party with the exception of fuel and lubricant which may not be unloaded then such unloaded material shall be subject to the respective customs laws and regulations.

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 Contracing 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, exit, 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 any other airlines with regard to the designated airline 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 any other 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 in 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 designated airlines of both Contracting Parties to operate the agreed services on the routes specified in the Annex.

(2) In operating the agreed services, the designated airline of each Contracting Party shall take into account the interests of the designated airline 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. (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 specified route. These tariffs shall be fixed in accordance with the following provisions of this Article.

(2) The tariffs referred to in paragraph (1) of this Article, 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 13.

(5) No tariff shall come into force if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the provisions of paragraph (3) of Article 13.

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

Article 11. 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 airline of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by the said designated airline on the agreed services and the origins and destinations of such traffic.

Article 12. Consultation shall take place as needed between the aeronautical authorities of the two Contracting Parties in order to achieve close co-operation and agreement in all matters pertaining to the application and interpretation of the present Agreement.

Article 13. (1) If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation between themselves.

(2) If the Contracting Parties fail to reach a settlement by negotiation:

(*a*) they may agree to refer the dispute for decision to an arbitral tribunal appointed by agreement between them or to some other person or body; or

(*b*) if they do not so agree or if, having agreed to refer the dispute to an arbitral tribunal, they cannot reach agreement as to its composition, either Contracting Party may submit the dispute for decision to any tribunal competent to decide it which may hereafter be established within the International Civil Aviation Organization or, if there is no such tribunal, to the Council of the said Organization.

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

(4) If and so long as either Contracting Party or the designated airline of either Contracting Party fails to comply with a decision given 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.

Article 14. (1) If either of the Contracting Parties considers it desirable to modify the terms of this Agreement, it may request consultation between the aeronautical authorities of both Contracting Parties in relation to the proposed modifications. Consultation shall begin within a period of sixty days from the date of the request. When these authorities agree on any modifications to this Agreement, the modifications shall come into effect when they have been confirmed by an exchange of notes through the diplomatic channel.

(2) 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 15. Either Contracting Party may at any time give notice to the other if it desires to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, this 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 16. This Agreement and any Exchange of Notes in accordance with Article 14 shall be registered with the International Civil Aviation Organization.

This 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 this Agreement.

DONE this third day of July, 1975 at Cairo in duplicate in the English language.

KIRPA RAM VIJ
For the Government
of the Republic of Singapore

ABDUL HAMID AL-SHAMI
For the Government
of the Republic of Iraq

ANNEX

SCHEDULE I

Route to be operated by the designated airline of Iraq:

Points of Departure:	*Intermediate Points:*	*Points in Singapore*	*Points Beyond;*
Points in Iraq	3 Intermediate Points	Singapore	1 Point in Indonesia and 1 Point in Australia

SCHEDULE II

Route to be operated by the designated airline of Singapore:

Points of Departure:	*Intermediate Points:*	*Points in Iraq:*	*Points Beyond:*
Singapore	3 Intermediate Points	Points in Iraq	2 Points Beyond

NOTES:

(i) Any of the points on the specified routes in Schedules I and II of the Annex may at the option of the designated airline of either Contracting Party be omitted on any or all flights, provided that these flights originate in the territory of the Contracting Party designating the airline.

(ii) The designated airline of either Contracting Party shall have the right to terminate its services in the territory of the other Contracting Party.

CHARTERING

In order to ensure that rights granted in the Agreement are exercised only by the designated airline of each Contracting Party, it is the intention of the aeronautical authorities of Singapore and Iraq that, if the designated airline of either Contracting Party proposes to use an aircraft on the agreed services other than aircraft owned by the said airlines, this shall only be done:

(i) under arrangements which are not equivalent to giving a lessor airline operator of another country access to traffic rights not otherwise available to that airline operator;

(ii) the financial benefit to be obtained by the lessor airline operator shall not be related to the financial success of the operations of the designated airline concerned; and

(iii) the agreed services by the designated airline using the chartered aircraft shall not be linked so as to provide through services by the same aircraft to or from the services of the lessor airline operator on its own route or routes.

It is not the intention of either aeronautical authorities generally to prevent the designated airline from providing services using chartered aircraft or from otherwise chartering aircraft from time to time for this purpose, provided that any charter arrangement entered into satisfies the conditions listed above.

It is the intention that such arrangements to be made by any designated airline should be satisfactory to both aeronautical authorities. In order to facilitate this, it is the intention of the aeronautical authorities of Singapore and Iraq to inform each other about such proposed arrangements. It is accordingly understood that the designated airline of either Singapore or Iraq will give the other Party's aeronautical authorities the earliest possible notification of the terms of such arrangements.

However, the aeronautical authorities of Singapore and Iraq do not intend to withhold agreement to arrangements under which the designated airline of either Contracting Party dry-lease or wet-lease aircraft for emergency reasons, and would in such cases waive the requirement for information upon reasonable prior notification being given provided the period of such arrangement did not exceed ninety (90) days.

Nothing in the foregoing paragraphs will be taken to prevent the chartering or leasing of aircraft by the designated airline of either Contracting Party from a source which does not control or is not controlled by or is not under common control with another airline operator. In such cases, a simple notification to the aeronautical authorities of the other Contracting Party will suffice.