

No. 19952

**SINGAPORE
and
GERMAN DEMOCRATIC REPUBLIC**

Agreement for air services between and beyond their respective territories (with annex). Signed at Singapore on 19 June 1980

Authentic text: English.

Registered by the International Civil Aviation Organization on 19 June 1981.

**SINGAPOUR
et
RÉPUBLIQUE DÉMOCRATIQUE ALLEMANDE**

Accord relatif aux services aériens entre leurs territoires respectifs et au-delà (avec annexe). Signé à Singapour le 19 juin 1980

Texte authentique : anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 19 juin 1981.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE AND THE GOVERNMENT OF THE GERMAN DEMOCRATIC REPUBLIC FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Government of the Republic of Singapore and the Government of the German Democratic Republic (hereinafter referred to as “Contracting Parties”),

Desiring to develop cooperation in the field of air transport, in accordance with the principles of international law, in particular, the principle of sovereign equality of States and the principle of non-interference with internal affairs, 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 “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 German Democratic Republic, the Ministry of Transport-General Administration of Civil Aviation and any person or body authorised to perform any functions at present exercised by the said Ministry or similar functions;

(b) The term “airline” means any air transport enterprise offering or operating an international air service;

(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 the Annex to this Agreement;

(d) The term “territory” in relation to a State means the land and water areas and territorial waters adjacent thereto as well as the airspace above under the sovereignty of that State;

(e) The term “territories of the Contracting Parties” means the territory of the Republic of Singapore and the territory of the German Democratic Republic;

(f) The term “air service” means any scheduled air service performed by aircraft for the public transport of passengers, mail and cargo;

(g) The term “international air service” means an air service which passes through the airspace over the territory of more than one State;

(h) The term “stop for non-traffic purposes” means a landing for any purpose other than taking on or putting down passengers, cargo or mail;

(i) The term “agreed service” means any air service established by virtue of the rights specified in this Agreement and granted by one Contracting Party to the other Contracting Party;

¹ Applied provisionally from 19 June 1980, the date of signature, and came into force definitively on 13 December 1980, the date on which the Contracting Parties informed each other by an exchange of notes that it had been approved according to their national laws and regulations, in accordance with article 18.

(j) The term "specified route" means any of the routes specified in the Schedules under the Annex to this Agreement;

(k) The term "capacity" in relation to an agreed service means the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period and route or section thereof; and

(l) The term "Annex" means the Annex to this Agreement or as amended in accordance with the provisions of Article 16.

(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.

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 to and from their own territory and that of a third State 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) For the purpose of paragraph (2) above each Contracting Party shall notify the border crossing points and the air routes over its territory to be followed by the aircraft of the other Contracting Party, as well as the airports which may be used.

(5) 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 (4) and (5) of this Article, without delay grant to the airline designated the appropriate operating authorisation.

(3) At any time after the provisions of paragraph (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 11 is in force in respect of that service.

(4) 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 reason-

ably applied by them in conformity with international practices relating to the operation of international commercial air services.

(5) 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.

(6) Each Contracting Party shall have the right to refuse or 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 in accordance with Article 14.

Article 4. (1) Aircraft operating 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 parts, supplies and stores 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 the 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. (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, exit, emigration and immigration, as well as customs, foreign exchange control, sanitary, veterinary and phytopathological 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) 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 purposes shall be subject to the relevant national laws and regulations of the other Contracting Party, with due regard being paid to the importance of a very simplified control.

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

Article 6. The designated airline of either Contracting Party shall, not later than thirty (30) days prior to the date of the operation of any agreed service, submit its proposed timetables to the aeronautical authorities of the other Contracting Party for their approval. Such timetables shall include all relevant information, including the type of service and aircraft to be used, the flight schedules etc.

Article 7. (1) Each Contracting Party shall grant the airline designated by the other Contracting Party the use of all the facilities available to aircraft of third airlines engaged in international air services to ensure the safety of civil aviation, including radio communication and radio navigational aids, lighting, ground equipment and meteorological services.

(2) The charges and other duties to be paid for the use of airports including their facilities and services as well as for the use of air navigation aids and services in the territory of either Contracting Party shall not be higher than would be paid by aircraft of third airlines engaged in international air services.

Article 8. (1) Each Contracting Party undertakes, in case of an emergency in its territory, to grant such assistance to the aircraft registered in the State of the other Contracting Party as it would give to aircraft registered in its own State, engaged in international air services. In the event of an accident involving death, serious injury to persons or substantial damage of the aircraft, the Contracting Party, in the territory of which the accident occurred, shall immediately render first aid to the crew and the passengers, protect mail, baggage and cargo on board and accord necessary assistance in reforwarding them.

(2) The Contracting Party in the territory of which the accident occurred, shall immediately notify the Contracting Party on whose register the aircraft is entered, and shall be responsible for instituting an inquiry into the causes and circumstances of the accident with a view to determining them. The other Contracting Party shall have the right to send observers.

(3) After the inquiry has been closed, the aeronautical authorities which conducted the inquiry shall communicate to the aeronautical authorities of the other Contracting Party a report on the inquiry.

Article 9. (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.

(3) The aircraft of the designated airline of either Contracting Party, when flying within the territory of the other Contracting Party, shall bear its appropriate nationality and registration marks. Crew members shall carry their certificate of airworthiness, certificates of competency and licences.

Article 10. (1) There shall be fair and equal opportunity for the designated 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 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.

(4) In order to meet an unexpected transport requirement of a temporary nature, the designated airlines, deviating from the provisions of this Article, may agree on a temporary increase of capacity to the extent necessary to meet the said transport requirement. Agreements on increase of capacity shall be subject to the approval of the aeronautical authorities of the Contracting Parties.

Article 11. (1) The tariffs to be charged for passengers, mail and cargo 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 of the Contracting Parties.

(3) Each tariff so agreed upon shall be submitted for the approval of the aeronautical authorities of both Contracting Parties at least sixty (60) days before the proposed date of its introduction. In special cases this time limit may be reduced, subject to the consent of the aeronautical authorities.

(4) 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.

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

(6) No tariff shall come into force if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the provisions of Article 15.

(7) 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 12. (1) 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 remittance, however, shall be in accordance with the foreign exchange regulations of the Contracting Party in the territory of which the revenue accrued.

(2) Whenever the payments system between the Contracting Parties is governed by a special agreement, such agreement shall apply.

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 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 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 this Agreement.

Article 15. Any dispute relating to the interpretation or application of this Agreement or the Annexes thereto shall be settled by direct negotiations between the aeronautical authorities of the Contracting Parties. If the said aeronautical authorities fail to reach an agreement, the dispute shall be settled through diplomatic channels.

Article 16. (1) Modifications and amendments to this Agreement shall be agreed upon in writing between the Contracting Parties. For this purpose, the Contracting Parties may request their aeronautical authorities to hold consultations. Such consultations shall begin within a period of sixty (60) days from the date of the request.

(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 17. Either Contracting Party may at any time give notice to the other if it desires to terminate this Agreement. If such notice is given, this Agreement shall terminate twelve (12) 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.

Article 18. (1) This Agreement shall be applied provisionally from the date of signature.

(2) This Agreement shall enter into force on the date on which the Contracting Parties inform each other by an exchange of notes that the Agreement has been approved according to national laws and regulations.

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

DONE in Singapore this 19th day of June 1980 in the English language.

[Signed]

LIM HOCK SAN

For the Government
of the Republic of Singapore

[Signed]

Dr. KLAUS HENKES

For the Government
of the German Democratic Republic

ANNEX

SCHEDULE I

Route to be operated by the designated airline of the German Democratic Republic:

| <i>Points of departure</i> | <i>Intermediate points</i> | <i>Points in Singapore</i> | <i>Points beyond</i> |
|---|--|--------------------------------|---|
| Points in the German Democratic Republic | Any two (2) points to be selected from the following: 1) Europe, 2) Middle East and 3) Indian Sub-Continent | Singapore | Any two (2) points to be selected from the following: 1) Thailand, 2) Indonesia, 3) Japan, 4) Philippines and 5) any other countries/ continents which may be nominated at a later date sub- ject to the approval of the Contracting Parties |

SCHEDULE II

Route to be operated by the designated airline of Singapore:

| <i>Points of departure</i> | <i>Intermediate points</i> | <i>Points in the German Democratic Republic</i> | <i>Points beyond</i> |
|--------------------------------|--|---|---|
| Singapore | Any two (2) points to be selected from the following: 1) Europe, 2) Middle East and 3) Indian Sub-Continent | Points in the German Democratic Republic | Any two (2) points to be selected from the following: 1) Europe, 2) Americas and 3) any other continents/ countries which may be nominated at a later date subject to the approval of the Contracting Parties |

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.