

No. 23309

**FINLAND
and
SINGAPORE**

Agreement for air services between and beyond their respective territories (with route schedules). Signed at Singapore on 19 January 1984

Authentic text: English.

Registered by Finland on 27 March 1985.

**FINLANDE
et
SINGAPOUR**

Accord relatif aux services aériens entre leurs territoires respectifs et au-delà (avec tableaux de routes). Signé à Singapour le 19 janvier 1984

Texte authentique : anglais.

Enregistré par la Finlande le 27 mars 1985.

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

The Government of the Republic of Finland and the Government of the Republic of Singapore,

Being parties to the Convention on International Civil Aviation² and the International Air Services Transit Agreement³ opened for signature at Chicago on the seventh day of December, 1944 and

Desiring to conclude an Agreement, in conformity with and supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories,

Have agreed as follows:

Article 1. DEFINITIONS

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, 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 so far as those Annexes and Amendments have been adopted by both Contracting Parties;

(b) The term “aeronautical authorities” means, in the case of the Republic of Finland the National Board of Aviation and any person or body authorised to perform any functions at present exercised by the said National Board of Aviation or similar functions and, 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;

(c) The term “designated airline” means an airline which has been designated and authorised in accordance with article 3 of this Agreement;

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

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

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

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

¹ Came into force on 9 January 1985, i.e., 30 days after the exchange of notes (effected on 10 December 1984) confirming that the constitutional requirements of the Contracting Parties had been complied with, in accordance with article 20.

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; vol. 958, p. 217; vol. 1008, p. 213, and vol. 1175, p. 297.

³ *Ibid.*, vol. 84, p. 389.

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

(i) 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; and

(j) The term “specified route” means any of the routes specified in the schedules under the annex to this Agreement.

2. The annex to this Agreement shall form an integral part of this Agreement and any reference to this Agreement, unless otherwise expressly provided, shall include the annex.

Article 2. GRANT OF TRAFFIC RIGHTS AND PRIVILEGES

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 to this Agreement.

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 up international traffic in passengers, cargo and mail.

3. None of the rights granted in this article by one Contracting Party shall be assigned to any other third party.

Article 3. DESIGNATION AND AUTHORISATION

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 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 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 reasonably applied by them in conformity with the provisions of the Convention to the operation of international 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.

Article 4. REVOCATION OR SUSPENSION OF OPERATING AUTHORISATION

1. Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights granted under this Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

- (a) 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 its nationals; or
- (b) In the case of failure by that airline to comply with the laws or the regulations in force in the territory of the Contracting Party granting these rights; or
- (c) In the case where the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate revocation, suspension or imposition of conditions mentioned in paragraph 1 of this article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party. In such a case, the consultation shall begin within a period of thirty (30) days from the date of request made by either Contracting Party for consultation.

Article 5. EXEMPTION FROM CUSTOMS AND OTHER DUTIES AND TAXES

1. Aircraft operated on international services by the designated airline of either Contracting Party, as well as their regular equipment, spare parts, supplies of fuel and lubricants and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempted from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided such equipment, spare parts, supplies and stores remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

2. Supplies of fuel and 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 exempted 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 equipment, spare parts, aircraft stores and supplies of fuel 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 Contracting 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. Supplies of fuel and lubricants, spare parts, regular equipment and aircraft stores taken on board the 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 6. DIRECT TRANSIT TRAFFIC

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 exempted from customs duties and other similar taxes.

Article 7. APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircraft engaged in international air services shall apply to the designated airline of the other Contracting Party.

2. The laws and regulations of one Contracting Party governing entry into, temporary stay 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 preference to its own airline with regard to the designated airline of the other Contracting Party in the application of the laws and regulations referred to in 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 international air services.

Article 8. CERTIFICATES AND LICENCES

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 provided that such certificates or licences were issued or rendered valid pursuant to and in conformity with the standards established under the Convention.

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 9. CAPACITY PROVISIONS

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 service, 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 meet 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 10. APPROVAL OF TIMETABLES

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 both Contracting Parties for their approval. Such timetables shall include all relevant information, including the type of aircraft to be used, the frequency of service, the flight schedules, etc.

Article 11. TARIFFS

1. In the following paragraphs, the term "tariff" means the prices to be paid for the carriage of passengers, baggage and freight and the conditions of sales relating to those prices including prices and conditions for agency and other auxiliary services but excluding remuneration or conditions for the carriage of mail.

2. The tariffs to be charged by the airline of one Contracting Party for carriage to or from the territory of the other Contracting Party 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.

3. The tariffs referred to in paragraph 2 of this article shall, if possible, be agreed by the airlines concerned of both Contracting Parties, after consultation with the other airlines operating over the whole or part of the route, and such agreement shall, wherever possible, be reached by the use of the International Air Transport Association for the working out of tariffs.

4. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of both Contracting Parties at least sixty (60) days before the proposed date of their introduction. In special cases, this period may be reduced subject to the agreement of the said authorities. The aeronautical authorities shall make their decision on approval or disapproval of the submitted tariffs without undue delay.

5. If a tariff cannot be agreed in accordance with paragraph 3 of this article, or if the aeronautical authorities of either Contracting Party gives the aeronautical authorities of the other Contracting Party notice of its disapproval of any tariff

agreed in accordance with the provision of paragraph 3, the aeronautical authorities of the two Parties shall endeavour to determine the tariff by mutual agreement.

6. If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph 4 of this article, or on the determination of any tariff under paragraph 5 of this article, the dispute shall be settled in accordance with the provisions of article 14 of this Agreement.

7. A tariff established in accordance with the provisions of this article shall remain in force until a new tariff has been established.

Article 12. REMITTANCE OF EARNINGS

1. Each Contracting Party grants to the designated airline of the other Contracting Party the right to remit the excess of receipts over expenditure 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 procedure for such remittance is governed by a special agreement between the two Contracting Parties, such agreement shall apply.

Article 13. INFORMATION AND STATISTICS

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. SETTLEMENT OF DISPUTE

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.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body; if they do not so agree, the dispute shall at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In all cases, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.

3. The Contracting Parties shall comply with any decision given by the arbitral tribunal referred to in 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 15. CONSULTATIONS

There shall be consultations from time to time between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfilment of this Agreement.

Article 16. AMENDMENTS

1. If either of the Contracting Parties considers it desirable to amend or modify any provisions of this Agreement, it may request consultation with the other Contracting Party. Such consultation, which may be between aeronautical authorities either through discussion or by correspondence, shall begin within a period of sixty (60) days from the date of the request unless both Contracting Parties agree to an extension of this period. Any modification agreed pursuant to such consultation shall come into force thirty (30) days from the date when it has been confirmed by an exchange of diplomatic notes.

2. Notwithstanding that the annex forms an integral part of this Agreement, modifications to the annex may be made by direct agreement between the competent aeronautical authorities of the Contracting Parties and shall come into force upon notification through diplomatic channels.

3. If a general multilateral agreement concerning air transport comes into force in respect of both Contracting Parties, the provisions in such an Agreement shall prevail.

Article 17. TERMINATION

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 of the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article 18. TITLES

Titles to the articles in this Agreement are for convenience of reference only and are not part of this Agreement and shall not in any way affect the interpretation thereof.

Article 19. REGISTRATION

This Agreement and any subsequent amendments thereto shall be registered with the International Civil Aviation Organization.

Article 20. ENTRY INTO FORCE

This Agreement shall come into force thirty (30) days from the exchange of diplomatic notes confirming that the constitutional requirements of the Contracting Parties for the entering into force of this Agreement have been complied with.

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

DONE this 19th day of January 1984 in Singapore in duplicate in the English language.

For the Government of the Republic of Finland:

PERTTI AHTI OLAVI KÄRKKÄINEN

For the Government of the Republic of Singapore:

LIM HOCK SAN

ANNEX

SCHEDULE I

Route to be operated by the designated airline of Finland, in both directions

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Points in Singapore</i>	<i>Points beyond</i>
Points in Finland	Six (6) points	Singapore	Three (3) points

SCHEDULE II

Route to be operated by the designated airline of Singapore, in both directions

<i>Points of departure</i>	<i>Intermediate points</i>	<i>Points in Finland</i>	<i>Points beyond</i>
Singapore	Six (6) points	A point in Finland	Three (3) points

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.

(iii) The points on the specified route in schedule I are to be named by Finland and notified to Singapore. The points chosen may, at the option of Finland, be altered and in which case the new points shall be notified to Singapore. As for the intermediate points Finland shall, at any one time, name no more than 3 points in any one of the following geographical regions namely Europe, the Middle East and Asia.

(iv) The points on the specified route in schedule II are to be named by Singapore and notified to Finland. The points chosen may, at the option of Singapore, be altered and in which case the new points shall be notified to Finland. As for the intermediate points Singapore shall, at any one time, name no more than 3 points in any one of the following geographical regions namely Europe, the Middle East and Asia.