

No. 30219

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**SPAIN
and
SINGAPORE**

**Air Transport Agreement (with annex and memorandum).
Signed at Madrid on 11 March 1992**

Authentic texts: Spanish and English.

Registered by Spain on 23 August 1993.

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**ESPAGNE
et
SINGAPOUR**

**Accord relatif aux transports aériens (avec annexe et mémo-
randum). Signé à Madrid le 11 mars 1992**

Textes authentiques : espagnol et anglais.

Enregistré par l'Espagne le 23 août 1993.

AIR TRANSPORT AGREEMENT¹ BETWEEN THE KINGDOM OF SPAIN AND THE REPUBLIC OF SINGAPORE

The Kingdom of Spain and the Republic of Singapore

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1.944;² and

Desiring to promote the development of air transport between Singapore and Spain and to continue to the fullest extent the international cooperation in this field

Have agreed as follows:

ARTICLE I

DEFINITIONS

For the purpose of the interpretation and application of the Agreement, except as otherwise provided herein:

- a) the term **Convention** means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1.944, and includes any Annex adopted under Article 90 of that Convention, any amendment of the Annexes or Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have become effective for or have been ratified by both Contracting Parties.
- b) the term **aeronautical authorities** means in the case of the Republic of Singapore, the Minister for Communications, the Civil Aviation Authority of Singapore, and in the case of Spain, the Minister of Public Works and

¹ Came into force provisionally on 11 March 1992, the date of signature, and definitively on 19 May 1993, the date on which the Contracting Parties notified each other (on 20 April 1992 and 19 May 1993) of the completion of their respective constitutional requirements, in accordance with article XIX (1).

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.

Transport, (Director General of Civil Aviation) or, in both cases, any person or body duly authorised to perform any functions exercised by the respective authorities.

- c) the term **designated airlines** means the airline that each Contracting Party has designated to operate the agreed services as specified in the Annex to this Agreement and in accordance with Article III of this Agreement.
- d) the terms **territory, international air service, airline, air service** and **stop for non traffic purposes** have the meaning specified in Article 2 and 96 of the Convention.
- e) the term **Agreement** means this Agreement, its Annex and any amendments thereto.
- f) the term **specified routes** means the routes established in the Annex to the Agreement.
- g) the term **agreed services** means the international air services which can be operated, according to the provisions of the Agreement, on the specified routes.
- h) the term **tariff** means the prices to be paid for the carriage of passengers, baggage and freight and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail.

ARTICLE II

OPERATING RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in the Agreement, for the purpose of establishing scheduled international air services on the routes specified in the Annex hereto.

2. The airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:
- 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;
 - c) to make stops in the said territory at points specified in the Route Schedule in the Annex to this Agreement for the purpose of taking on or putting down, on international traffic, passengers, cargo and mail in accordance with the provisions of the Annex to this Agreement, to or from the territory of the other Contracting Party, or to or from the territory of other States;
 - d) nothing in this Agreement shall be deemed to confer on the designated airlines of one Contracting Party, the privilege of taking on board in the territory of the other Contracting Party passengers and/or cargo and mail carried for hire or reward and destined for another point in the territory of the other Contracting Party.
3. All rights granted in this Agreement by one Contracting Party shall be exercised for the benefit of the designated airline of the other Contracting Party.
4. If because of armed conflict, political disturbance or developments, or special and unusual circumstances, a designated airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operations of such service through appropriate rearrangements of such routes, including the grant of rights for such time as may be necessary to facilitate viable operations.

ARTICLE III

DESIGNATION OF AIRLINES

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 such designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this Article, without delay grant to the designated airlines the appropriate operating authorisations.
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 fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.
4. Each Contracting Party shall have the right to refuse to grant the operating authorisation referred to in paragraph 2 of this Article or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article II of this Agreement:
 - a) in any case where the said Contracting Party 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) when the Contracting Party designating the airline is not maintaining and administering the standards set forth in Article X.
5. When an airline has been so designated and authorised, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article VI of this Agreement is in force in respect of those services.

ARTICLE IV

REVOCATION

1. Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article II of this Agreement given to the airlines designated by the other Contracting Party, or to impose such conditions as it may deem necessary for the exercise of these rights:
 - a) in any case where it is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals of such Contracting Party, or
 - b) in the case of failure by that airline to comply with the laws and regulations of the Contracting Party granting these rights, or
 - c) in any case in which the airline otherwise fails to operate the agreed services in accordance with the conditions prescribed under the Agreement.
2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article are essential to prevent further infringement of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

ARTICLE V

EXEMPTIONS

1. Aircraft operated on international air services by the designated airlines of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) which are on board such aircraft shall be exempt, on the basis of reciprocity, 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 times as they are re-exported.

2. There shall also be exempt from the same duties and taxes, with the exception of charges corresponding to the service performed:

a) aircraft stores taken on board in the territory of either Contracting Party, within the limits fixed by the authorities of the said Contracting Party, and for use on board the aircraft engaged in an international air service of the other Contracting Party,

b) spare parts, including engines, brought into the territory of either Contracting Party for the maintenance or repair of aircraft used on international air services by the designated airlines of the other Contracting Party, and

c) fuels and lubricants destined to supply aircraft operated on international air services by the designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

Items referred to in sub-paragraphs a), b) and c) above may be required to be kept under Customs supervision or control of the appropriate authorities.

3. Regular airborne equipment, as well as materials and supplies mentioned above, may be unloaded in the territory of the other Contracting Party only with the approval of the Customs Authorities of such territory. In such case, they may be placed under the supervision of the said Authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

4. The exemptions provided for by this Article shall also be available in situations where the designated airline of one Contracting Party have entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items

specified in paragraphs 1), 2) and 3) provided such other airline or airlines similarly enjoy such exemptions from such other Contracting Party.

5. Passengers in transit across the territory of either Contracting Party shall be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from Customs duties and other similar taxes.

ARTICLE VI

TARIFFS

1. The tariffs to be charged by the designated airlines 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 the operation, reasonable profit and the tariffs of other airlines.
2. The tariffs referred to in paragraph 1) of this Article, shall, if possible, be agreed by the designated airlines of both Contracting Parties, after consultation with the other airlines operating over the whole or part of the route, and such agreement shall, whenever possible, be reached by the use of the procedures of the International Air Transport Association for the working out of tariffs.
3. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of both Contracting Parties at least forty five (45) days before the proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the said authorities.
4. This approval may be given expressly. If neither of the aeronautical authorities has expressed disapproval within thirty (30) days from the date of submission, in accordance with paragraph 3) of this Article, these tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided in paragraph 3), the

aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.

5. If a tariff cannot be agreed in accordance with the provisions of paragraph 2) of this Article, or if, during the period applicable in accordance with paragraph 4) of this Article, one aeronautical authority gives the other aeronautical authority notice of its disapproval of any tariff agreed in accordance with the provisions of paragraph 2), the aeronautical authorities of the two Contracting Parties shall, after consultation with the aeronautical authorities of any other State whose service they consider useful, endeavour to determine the tariff by mutual agreement.
6. If the aeronautical authorities cannot agree on any tariff submitted to them in accordance with paragraph 3) of this Article, or on the determination of any tariff as specified in paragraph 5) of this Article, the dispute shall be settled in accordance with the provisions of Article XVII 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. Nevertheless, a tariff shall not be prolonged by virtue of this paragraph for more than twelve (12) months after the date on which it otherwise would have expired.

ARTICLE VII

TECHNICAL AND COMMERCIAL PERSONNEL

1. The designated airlines of each Contracting Party shall be allowed, on the basis of reciprocity, to maintain in the territory of the other Contracting Party, their representatives and commercial, operational and technical staff as required in connection with the operation of the agreed services.
2. These staff requirements may, at the option of the designated airlines of each Contracting Party, be satisfied by its own personnel or by using

the services of any other organisation, company or airline operating in the territory of the other Contracting Party, and authorised to perform such services in the territory of that Contracting Party.

3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party, and consistent with such laws and regulations, each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorisations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1) of this Article.
4. The designated airlines of each Contracting Party shall have the right to perform or to choose an authorised contractor to perform the functions of checking in passengers and maintenance (engineering, cabin cleaning, services and repairs) in the territory of the other Contracting Party.

ARTICLE VIII

LAWS AND REGULATIONS

1. The laws and regulations of each Contracting Party controlling the admission to or departure from its own territory of aircraft engaged in international air services, or relative to the operation of such aircraft while within its territory, will be applied to the aircraft of the designated airlines of the other Contracting Party.
2. The laws and regulations controlling the entry, stay and departure of passengers, crew, baggage, mail and cargo, over the territory of each Contracting Party, and also the regulations relative to the requirements of entry and departure from the country, immigration, customs and sanitary rules, will be applied, in such territory, to the operations of the designated airlines of the other Contracting Party.

3. Each Contracting Party undertakes not to grant any preference 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 utilizing the airports and other facilities offered by one Contracting Party, the designated airlines of the other Contracting Party shall not have to pay fees higher than those which have to be paid by the airlines of any other countries operating international air services under the most favoured nation basis.

ARTICLE IX

PROHIBITED AREAS

For military reasons or public security, each Contracting Party shall have the right to restrain or forbid the flights of the aircraft belonging to the airlines designated by the other Contracting Party above certain zones of its territory provided that such restrictions and prohibitions are applied equally to the aircraft of the airlines designated by the first Contracting Party or the airlines of the other States which operate on international scheduled air services.

ARTICLE X

CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the specified routes in the Annex to the Agreement, provided that the requirements under which such certificates and licences were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the International Civil Aviation Convention.

2. Each Contracting Party reserves the right, however, of refusing to recognize the validity of the certificates of competency and the licences granted to its own nationals by the other Contracting Party, for the purpose of overflying its own territory.

3. The competent aeronautical authorities of each Contracting Party may request consultations concerning the safety and security standards and requirements relating to aeronautical facilities, airmen, aircraft, and the operation of the designated airlines which are maintained and administered by the other Contracting Party. If, following such consultations, the competent aeronautical authorities of either Contracting Party find that the other Contracting Party does not effectively maintain and administer safety and security standards and requirements in those areas that are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation, they will notify the other Contracting Party of such findings and the steps considered necessary to bring the safety and security standards and requirements of the other Contracting Party to standards at least equal to the minimum standards which may be established pursuant to the said Convention, and the other Contracting Party shall take appropriate steps to remedy the same. Each Contracting Party reserves the right to suspend or revoke the operating permission referred to in Article III of this Agreement with respect to any airline designated by the other Contracting Party, or to impose conditions on such permission, in the event the other Contracting Party does not take such appropriate action within a reasonable time.

ARTICLE XI

SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the

provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963,¹ the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970,² and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971.³

2. The Contracting Parties shall provide upon request all practicable aid to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. The Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organisation and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.
4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3) above required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

¹ United Nations, *Treaty Series*, vol. 704, p. 219.

² *Ibid.*, vol. 860, p. 105.

³ *Ibid.*, vol. 974, p. 177 and vol. 1217, p. 404 (corrigendum to vol. 974).

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof to the extent practicable under the circumstances.

ARTICLE XII

TRANSFER OF EXCESS OF RECEIPTS

1. The airlines of the Contracting Parties shall be free to sell air transport services in the territories of both Contracting Parties, either directly or through an agent, in any currency.
2. The airlines of the Contracting Parties shall be free to transfer from the territory of sale to their home territory the excess, in the territory of sale, of receipts over expenditure. Included in such net transfer shall be revenues from sales, made directly or through an agent of air transport services, and ancillary or supplementary services, and normal commercial interest earned on such revenues while on deposit awaiting transfer; the aforementioned without prejudice to the fiscal liabilities fallen on the airline companies as a consequence of obtaining the said income.
3. The airlines of the Contracting Parties shall receive approval for such transfers within at most thirty (30) days of application, into a freely convertible currency, at the official rate of exchange for conversion into the local currency, as at the date of approval.
4. The airlines of the Contracting Parties shall be free to effect the actual transfer on receipt of approval. In the event that, for technical reasons, such transfer cannot be effected immediately, the airlines of the Contracting Parties shall receive priority of transfer equal to that of the generality of the Contracting Parties imports, and the rate of exchange at which the approvals were granted shall be maintained.

ARTICLE XIII

CAPACITY

1. There shall be fair and equal opportunity for the designated airlines of the Contracting Parties to operate the agreed services on the specified routes.
2. The agreed services on any of the routes specified in the Annex to this Agreement shall have as their primary objective the provision of a capacity adequate for transportation of traffic originating in or destined for the territory of the Contracting Party which has designated the airlines.
3. In operating the agreed services, the designated airlines of each Contracting Party shall take into account the interest of the designated airlines of the other Contracting Party so as not to effect unduly the opportunity to operate the services which the latter provides on the whole or part of the same routes.
4. The right to embark or disembark in their respective territories international traffic originating in or destined for a third country and according to the provisions of Article II 2 c) of this Agreement and its Annex, shall be exercised in accordance with the general principles for the natural development of international air traffic, accepted by both Contracting Parties and in such conditions that the capacity shall be adapted to:
 - a) the traffic requirements between the country of origin and the countries of destination of such traffic;
 - b) the requirements for an economic operation of the route;
 - c) the traffic requirements of the area through which the designated airlines pass.

ARTICLE XIV**STATISTICS**

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, at their request, such statistical information as may be reasonably required for the purposes of determining the amount of traffic carried by the designated airlines on the agreed services and of reviewing the capacity provided on those services.

ARTICLE XV**CONSULTATIONS**

1. In the spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the Agreement.
2. Such consultations shall begin within a period of sixty (60) days from the date of receipt of the request, unless otherwise agreed by the Contracting Parties.

ARTICLE XVI**MODIFICATIONS**

1. If either Contracting Party considers it desirable to modify any provisions of the Agreement, it may request consultations with the other Contracting Party. Such consultations between aeronautical authorities may be through discussion or by correspondence, and shall begin within a period of sixty (60) days from the date of request. Any modifications so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes.

2. Modifications of the Annex to this Agreement may be made by direct agreement between the competent aeronautical authorities of the Contracting Parties and confirmed by exchange of diplomatic notes.
3. The Agreement will be amended so as to conform with any multilateral Convention which may become binding on both Contracting Parties.

ARTICLE XVII

SETTLEMENT OF DISPUTES

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 direct negotiation.
2. If the Contracting Parties fail to reach a settlement by negotiation, the dispute may, 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 a third to be appointed by the two so nominated. Each Contracting Party 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 on the dispute 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 has not been nominated within the period specified, the President of the Council of the International Civil Aviation Organisation may be requested by either Contracting Party to appoint an arbitrator or arbitrators, as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as the president of the Arbitration Body.
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 airlines of either Contracting Party fail to comply with a decision given under

paragraph 2) of this Article, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default.

ARTICLE XVIII

REGISTRATION

The Agreement, including any amendments thereto, as well as any exchange of diplomatic notes, shall be registered with the International Civil Aviation Organisation.

ARTICLE XIX

ENTRY INTO FORCE AND TERMINATION

1. The Agreement shall apply provisionally on the date of signature and enter into force after the date on which both Contracting Parties give written notification to each other by exchange of diplomatic notes that their respective constitutional requirements for definite entry into force have been fulfilled.
2. Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. In such a case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice of termination is withdrawn by mutual 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 (14) days after the receipt of the notice by the International Civil Aviation Organisation.
3. In witness thereof, the undersigned, being duly authorised thereto by their respective Governments have signed the present Agreement.

4. Done in duplicate at Madrid, this 11th day of March 1992, in the English and Spanish languages, both texts being equally authentic.

For the Kingdom
of Spain:

[Signed]

FRANCISCO FERNÁNDEZ ORDÓÑEZ
Minister of Foreign Affairs

For the Republic
of Singapore:

[Signed]

DAVID MARSHALL
Ambassador of Singapore

ANNEX

1.- ROUTE SCHEDULES:

A.- SPANISH ROUTE.- Points in Spain-any intermediate points
-Singapore-any points beyond.

B.- SINGAPORE ROUTE.- Points in Singapore-any intermediate points-one
point in Spain-any points beyond.

2.- A designated airline may, if it so desires, omit one or more of the
points on the specified routes, provided that the route starts in the
territory of the Contracting Party that has designated the airline.

3.- The designated airlines of each Contracting Party shall be able to
exercise full 3rd and 4th freedom traffic rights.

4.- The capacity, frequencies and the conditions for the exercise of fifth
freedom traffic rights will be established by agreement between the
Aeronautical Authorities of both Contracting Parties.

MEMORANDUM

I.— The Aeronautical Authorities of Spain and Singapore met in Madrid during the 31 January and the 1st February, 1.991 and reached the following agreements:

1.— CODE SHARING/CHANGE OF GAUGE

The agreed services can be operated either by the designated airlines or through joint operating arrangements with another airline holding the appropriate rights to operate the route and belonging either to the other contracting party or to third countries.

The Aeronautical Authorities of both sides will approve changes of aircraft by the designated airlines of both sides at any point served on the authorized routes. Changes of aircraft to or from one or multiple points shall be permitted provided that the service/s operated from the point of the change of gauge is/are scheduled in direct connection with the service/s originated or destined to the territory of the designated airline and that the total capacity utilized will not exceed the capacity approved according to the Annex.

With regard to frequencies the following provisions will apply:

- a) When the change of gauge takes place in an intermediate point, the frequencies between the point of the change of gauge and the point in the territory of the other part will not be greater than the authorized number of frequencies.
- b) When the change of gauge takes place in the point in the territory of the other party to points beyond one or more aircraft may be used provided that their joint capacity is not greater than that of the aircraft used before the change of gauge.

2.- CAPACITY

The agreed services shall be operated by the designated airlines of each Party with a frequency of two weekly flights of any type of aircraft, including B 747 or similar.

The Aeronautical Authorities of both Contracting Parties will hold consultations one year after the beginning of the operation by any of the designated airlines, with the purpose of considering if the traffic demand requires the introduction of a third frequency for the designated airlines of each Contracting Party.

3.- FIFTH FREEDOM RIGHTS

Fifth Freedom Traffic rights between the Points specified on the route schedules of the ANNEX to the Air Transport Agreement, shall be exercised only after prior agreement between the designated airlines of both Contracting Parties, which will be confirmed by both Aeronautical Authorities.

II.- This Memorandum forms part of the Agreement between Spain and Singapore.

Signed at Madrid on the 11th of March 1992.

For Spain:

[Signed]

FRANCISCO FERNÁNDEZ ORDÓÑEZ
Minister of Foreign Affairs

For Singapore:

[Signed]

DAVID MARSHALL
Ambassador of Singapore