



AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF MALTA

AND

THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE

The Government of the Republic of Malta and the Government of the Republic of Singapore (hereinafter referred to individually as “Malta” and “Singapore” respectively and collectively as the “Contracting Parties”);

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944;

Noting the *Agreement between the European Community and the Government of the Republic of Singapore on certain aspects of air services*, signed on 9 June 2006;

Desiring to conclude a new Agreement supplementary to the said Convention for the purpose of establishing and operating air services between and beyond their respective territories;

Have agreed as follows:

ARTICLE 1

Definitions

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

- (a) the term “aeronautical authority” means, in the case of Malta, the Minister responsible for Civil Aviation 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 Singapore, the Minister for Transport, the Civil Aviation Authority of Singapore, or, in both cases, any person or body who may be authorised to perform any functions at present exercisable by the above-mentioned authority or similar functions;
- (b) the term “Agreement” means this Agreement , the Annexes hereto and any amendments to it or to this Agreement;
- (c) the term “Air Operator’s Certificate” means a document issued to an airline which affirms that the airline in question has the professional ability and organisation to secure the safe operation of aircraft for the aviation activities specified in the certificate;
- (d) the term “the Chicago Convention” means the Convention on International Civil Aviation, opened for signature at Chicago on 7 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 insofar as these Annexes and amendments have become effective for both Contracting Parties;
- (e) the term “designated airline” means an airline which has been designated and authorised in accordance with Article 3 of this Agreement;
- (f) the term “EU Treaties” shall be understood as referring to the Treaty on European Union and the Treaty on the Functioning of the European Union;
- (g) the term “EU Member State” shall mean a State that is a contracting party to the EU Treaties;
- (h) the term “tariffs” means the prices which the designated airlines charge for the transport of passengers, baggage or cargo and the conditions under which those prices apply but excluding remuneration and conditions for carriage of mail;
- (i) the term “territory” in relation to a State has the meaning assigned to it in Article 2 of the Chicago Convention;
- (j) the term “user charges” means a charge made to airlines by the competent authority or permitted by that authority to be made for the provision of airport

property or facilities or of air navigation facilities or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo; and

(k) 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 Chicago Convention.

ARTICLE 2

Grant of Rights

(1) Each Contracting Party grants to the other Contracting Party the following rights in respect of international air services conducted by the designated airlines of the other Contracting Party:

- (a) the right to fly across its territory without landing;
- (b) the right to make stops in its territory for non-traffic purposes;
- (c) the right to make stops at points specified in the route schedule in paragraph 2 for the purpose of taking on board and discharging passengers, baggage, cargo and mail coming from or destined for points on the specified routes; and
- (d) the rights otherwise specified in this Agreement.

(2) The designated airlines of each Contracting Party shall be entitled to perform air services, whether for the carriage of passengers, cargo, mail, separately or in combination, on these specified routes:

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

Behind Points - Points in Malta - Intermediate Points - Points in Singapore - Points Beyond

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

Behind Points - Points in Singapore - Intermediate Points - Points in Malta - Points Beyond

These services and routes are hereinafter called “the agreed services” and “the specified routes” respectively.

(3) While operating an agreed service on a specified route the airlines designated by each Contracting Party may, in addition to the rights specified above, on any or all flights and at the option of each airline:

- (a) operate flights in either or both directions;
- (b) combine different flight numbers within one aircraft operation;
- (c) serve intermediate and beyond points and points in the territories of the Contracting Parties on the routes in any combination and in any order;
- (d) omit stops at any point or points;
- (e) transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes; and
- (f) serve points behind any point in its territory with or without change of aircraft or flight number and hold out and advertise such services to the public as through services

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement; provided that these flights originate in the territory of the Contracting Party designating the airline(s).

(4) The airlines of each Contracting Party, other than those designated under Article 3 of this Agreement, shall enjoy the rights specified in paragraph (1), subparagraphs (a) and (b) of this Article.

(5) Nothing in this Article shall be deemed to confer on the designated airlines of one Contracting Party the right to take on board, in the territory of the other Contracting Party, passengers, their baggage, cargo, or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party, that is, cabotage rights.

ARTICLE 3

Designation and Authorisation

(1) Each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the agreed services on each of the specified routes and to withdraw or alter such designations. Such designations shall be transmitted to the other Contracting Party in writing and shall identify whether the airline is authorised to conduct the type of air services specified in Article 2 and Annex I.

(2) On receipt of such a designation, and of applications from the designated airline(s), in the form and manner prescribed for operating authorisations and technical permissions, the other Contracting Party shall grant the appropriate authorisations and permissions with minimum procedural delay, provided that:

(a) in the case of an airline designated by Malta:

(i) it is established in the territory of Malta under the laws and regulations of Malta and under the EU Treaties and has a valid Operating Licence from an EU Member State in accordance with European Union law; and

(ii) effective regulatory control of the airline is exercised and maintained by the EU Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation; and

(iii) the airline has its principal place of business in the territory of the EU Member State from which it has received the valid Operating Licence; and

(iv) the airline is owned, directly or through majority ownership, and is effectively controlled by EU Member States and/or nationals of EU Member States, and/or by other states listed in Annex II and/or nationals of such other states.

(b) in the case of an airline designated by Singapore:

(i) Singapore has and maintains effective regulatory control of the airline; and

(ii) it has its principal place of business in Singapore.

(c) the designated airline is qualified to meet the conditions prescribed under the laws and regulations applied to the operation of international air services by the Contracting Party considering the application.

(3) When an airline has been so designated and authorised it may begin to operate the agreed services, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 4

Revocation or Suspension of Operating Authorisations

(1) Either Contracting Party may refuse, revoke, suspend or limit the operating authorisation or technical permission of an airline designated by the other Contracting Party:

(a) where, in the case of an airline designated by Malta:

(i) it is not established in the territory of Malta under laws and regulations of Malta and under the EU Treaties or does not have a valid Operating Licence from an EU Member State in accordance with European Union law; or

(ii) effective regulatory control of the airline is not exercised or not maintained by the EU Member State responsible for issuing its Air Operator's Certificate or the relevant aeronautical authority is not clearly identified in the designation; or

(iii) the airline does not have its principal place of business in the territory of the EU Member State from which it has received the Operating Licence; or

(iv) the airline is not owned, directly or through majority ownership, and is not effectively controlled by EU Member States and/or nationals of EU Member States, and/or by other states listed in Annex II and/or nationals of such other states; or

(v) it can be demonstrated that by exercising traffic rights under this Agreement on a route that includes a point in another EU Member State, including the operation of a service which is marketed as, or otherwise constitutes a through service, the airline would in effect be circumventing restrictions on traffic rights imposed by an agreement between Singapore and that other EU Member State; or

(vi) the airline designated holds an Air Operator's Certificate issued by an EU Member State and there is no bilateral air services agreement between Singapore and that EU Member State and it can be demonstrated that the necessary traffic rights to conduct the proposed operation are not reciprocally available to the designated airline(s) of Singapore;

(b) where, in the case of an airline designated by Singapore:

(i) Singapore is not maintaining effective regulatory control of the airline; and

- (ii) it does not have its principal place of business in Singapore; or
- (c) in the case of failure by that airline to comply with the laws or regulations applied by the Contracting Party granting those rights; or
- (d) if the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement; or
- (e) in the case of failure by the other Contracting Party to take appropriate action to improve safety in accordance with paragraph (2) of Article 11 of this Agreement; or
- (f) in accordance with paragraph (6) of Article 11 of this Agreement.

(2) Unless immediate revocation, suspension or imposition of the 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.

(3) This Article does not limit the rights of either Contracting Party to withhold, revoke, limit or impose conditions on the operating authorisation or technical permission of a designated airline of that other Contracting Party, in accordance with the provisions of Article 10 of this Agreement.

ARTICLE 5

Capacity

(1) There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to compete in operating the agreed services on the specified routes.

(2) Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air transport it offers. Consistent with this right, neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Contracting Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

(3) Neither Contracting Party shall impose on the other Contracting Party's designated airlines a first-refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to capacity, frequency or traffic that would be inconsistent with the purposes of this Agreement.

(4) A Contracting Party may require the filing of schedules, programs for non-scheduled flights, or operational plans by the designated airlines of the other Contracting

Party on a non-discriminatory basis for approval. If a Contracting Party requires filings, it shall minimise the administrative burdens of such filing requirements and procedures on air transport intermediaries and on designated airlines of the other Contracting Party.

ARTICLE 6

Tariffs

- (1) Each Contracting Party shall allow tariffs for air services to be established freely by each designated airline.
- (2) Neither Contracting Party may require notification or filing of any tariff to be charged by an airline or airlines designated under this Agreement.
- (3) The tariffs to be charged by the airlines designated by Singapore for carriage wholly within the European Union shall be subject to European Union Law, which shall be applied on a non-discriminatory basis.

ARTICLE 7

Duties, Taxes and Fees

(1) Each Contracting Party shall on the basis of reciprocity exempt the designated airlines of the other Contracting Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees, and other national duties and charges on fuel, lubricants, consumable technical supplies, spare parts (including engines), regular equipment, ground equipment, stores, and other items intended for use solely in connection with the operation or servicing of aircraft used by the designated airlines of the other Contracting Party. The exemption provided under this paragraph shall apply to items:

- (a) introduced into the territory of one Contracting Party by or on behalf of the designated airlines of the other Contracting Party provided that such items may be required to be kept under customs supervision or control;
- (b) retained on aircraft used by the designated airlines of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party;
- (c) taken on board aircraft used by the designated airlines of one Contracting Party in the territory of the other and intended for use in air services;

whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption.

(2) The exemptions provided for by this Article shall also be available in situations where the designated airline of one Contracting Party has entered into arrangements with another airline for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph (1), provided such other airline similarly enjoys such exemption from the other Contracting Party.

(3) There shall be exempt from all customs duties and/or taxes on a reciprocal basis, official documents bearing the emblem of the airline(s) such as luggage tags, air tickets, airway bills, boarding cards, timetable, office, ground and communication equipment imported into the territory of the Contracting Party for the exclusive use by the designated airlines of the other Contracting Party.

ARTICLE 8

Application of Laws

(1) The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircraft engaged in international air services, or the operation and navigation of such aircraft while within its territory, shall be applied to aircraft of the designated airlines of the other Contracting Party.

(2) The laws and regulations of one Contracting Party relating to the entry into, stay in and departure from its territory of passengers, crew and cargo including mail such as those regarding immigration, customs, currency and health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airlines of the other Contracting Party while they are within the said territory.

(3) Neither Contracting Party shall give preference to its own or any other airline over a designated airline of the other Contracting Party engaged in similar international air services in the application of its laws and regulations provided for in this Article.

ARTICLE 9

Direct Transit

Passengers, baggage and cargo in direct transit through the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall be subject to a simplified control. Passengers, baggage and cargo in direct transit through the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall be subject to further examination for reasons of aviation security,

narcotics control, prevention of illegal entry or in special circumstances. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

ARTICLE 10

Aviation 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, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Montreal Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991 and any aviation security agreement that becomes binding on both Contracting Parties.

(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 Contracting 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 Chicago Convention to the extent that such security provisions are applicable to the Contracting Parties. Each Contracting Party shall require that airlines it has designated to operate the agreed services on the specified routes, and the operators of airports in its territory, act in conformity with such aviation security provisions.

(4) Each Contracting Party agrees that its designated airlines shall be required to observe the aviation security provisions referred to in paragraph (3) above required by the other Contracting Party for entry into the territory of that other Contracting Party. For departure from, or while within, the territory of Malta, designated airlines shall be required to observe aviation security provisions in conformity with European Union law. For departure from, or while within, the territory of Singapore, designated airlines shall be required to observe aviation security provisions in conformity with the law in force in Singapore. 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 act favourably upon any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

(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.

(6) When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the aeronautical authorities of the first Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph (1) of Article 4 of this Agreement. When required by an emergency, a Contracting Party may take interim action under paragraph (1) of Article 4 of this Agreement prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

(7) Each Contracting Party may request consultations at any time concerning security standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of that request.

ARTICLE 11

Safety and Ramp Inspection

(1) Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of that request.

(2) If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Chicago Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and the other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of paragraph (1) of Article 4 of this Agreement.

(3) Notwithstanding the obligations mentioned in Article 33 of the Chicago Convention it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the airline or airlines of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

(4) If any such ramp inspection or series of ramp inspections gives rise to:

(a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Chicago Convention; or

(b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Chicago Convention;

the Contracting Party carrying out the ramp inspection shall, for the purposes of Article 33 of the Chicago Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Chicago Convention.

(5) In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline or airlines of one Contracting Party in accordance with paragraph (3) of this Article is denied by a representative of that airline or airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (4) of this Article arise and draw the conclusions referred in that paragraph.

(6) Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

(7) Any action by one Contracting Party in accordance with paragraphs (2) or (6) of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 12

Regulatory Control

Where Malta has designated an airline whose regulatory control is exercised and maintained by another EU Member State, the rights of Singapore under Article 11 of this Agreement shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other EU Member State and in respect of the operating authorisation of that airline.

ARTICLE 13

Recognition of Certificates and Licences

Certificates of airworthiness, certificates of competency and licences issued or validated in accordance with the laws and regulations of one Contracting Party, including, in the case of Malta, the laws and regulations of the European Union, and unexpired, shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services, provided always that such certificates or licences were issued or validated, equal to, or above the minimum standards established under the Chicago Convention. Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of flights above its territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

ARTICLE 14

Code-Share

In operating or holding out the agreed services on the specified routes, any designated airline of one Contracting Party may enter into cooperative marketing arrangements such as blocked-space, code-sharing or leasing arrangements, with:

- (a) an airline or airlines designated by the same Contracting Party;
- (b) an airline or airlines designated by the other Contracting Party; and
- (c) an airline or airlines of a third country,

provided that:

- (i) all airlines in such arrangements hold the appropriate authority to operate on the routes and segments concerned; and
- (ii) in respect of any tickets sold, the airline makes it clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

ARTICLE 15

Leasing

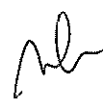
(1) Either Contracting Party may prevent the use of leased aircraft for services under this Agreement which does not comply with Article 10 and Article 11 of this Agreement.

(2) Subject to paragraph (1) above, the designated airlines of each Contracting Party may use aircraft (or aircraft and crew) leased from any company, including other airlines, provided that this would not result in a lessor airline exercising traffic rights it does not have.

ARTICLE 16

Transfer of Earnings

Each designated airline may on demand convert and remit local revenues from the sale of air transport services and associated activities directly linked to air transport in excess of sums locally disbursed to the country of its choice. Prompt conversion and remittance shall be permitted without restrictions at the rate of exchange applicable to current transactions which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges except those normally made by banks for carrying out such conversion and remittance.



ARTICLE 17

Commercial Activities

(1) The designated airlines of each Contracting Party shall have the right, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, to bring into and maintain in the territory of that other Contracting Party their own managerial, technical, operational and other specialist staff who are required for the provision of air transportation.

(2) Each Contracting Party shall accord airlines of the other Contracting Party the right to sell and market international air services and related products in its territory, either directly or through agents or other intermediaries of the airline's choice, including the right to establish offices, both on-line and off-line.

(3) Each airline shall have the right to sell transportation, and any person shall be free to purchase such transportation in local currency or in any freely convertible currency.

ARTICLE 18

User Charges

(1) Neither Contracting Party shall impose or permit to be imposed on the designated airline or airlines of the other Contracting Party user charges higher than those imposed on its own airlines operating similar international air services.

(2) Each Contracting Party shall encourage consultations on user charges between their competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable through those airlines' representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.

ARTICLE 19

Consultations

Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement or compliance with this Agreement. Such consultations, which may be between aeronautical authorities, shall begin within a period of sixty (60) days from the date the other Contracting Party receives a written request, unless otherwise agreed by the Contracting Parties.

ARTICLE 20

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 try to settle it by consultations or through the diplomatic channels.

(2) If the Contracting Parties fail to reach a settlement of the dispute by consultations, it may be referred by them to such person or body as they may agree on or, at the request of either Contracting Party, shall be submitted for decision to a tribunal of three arbitrators which shall be constituted in the following manner:

(a) within thirty (30) days after receipt of a request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a third State, who shall act as President of the tribunal, shall be appointed as the third arbitrator by agreement between the two arbitrators, within sixty (60) days of the appointment of the second arbitrator;

(b) if within the time limits specified above any appointment has not been made, either Contracting Party may request the President of the International Civil Aviation Organisation to make the necessary appointment within thirty (30) days. If the President is of the same nationality as one of the Contracting Parties, the Vice President shall be requested to make the appointment. If the Vice President is of the same nationality as one of the Contracting Parties, the Member of the International Civil Aviation Organisation next in seniority who is not of the same nationality as one of the Contracting Parties shall be requested to make the appointment.

(3) Except as hereinafter provided in this Article or as otherwise agreed by the Contracting Parties, the tribunal shall determine the limits of its jurisdiction and establish its own procedure. At the direction of the tribunal, or at the request of either of the Contracting Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than thirty (30) days after the tribunal is fully constituted.

(4) Except as otherwise agreed by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within forty-five (45) days after the tribunal is fully constituted. Each Contracting Party may submit a reply within sixty (60) days of submission of the other Contracting Party's memorandum. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within thirty (30) days after replies are due.

(5) The tribunal shall attempt to give a written decision within thirty (30) days after completion of the hearing or, if no hearing is held, thirty (30) days after the date both replies are submitted. The decision shall be taken by a majority vote.

(6) The Contracting Parties may submit requests for clarification of the decision within fifteen (15) days after it is received and such clarification shall be issued within fifteen (15) days of such request.

(7) The decision of the tribunal shall be binding on the Contracting Parties.

(8) Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Contracting Parties including any expenses incurred by the President, Vice President or Member of the International Civil Aviation Organisation in implementing the procedures in paragraph (2) (b) of this Article.

ARTICLE 21

Amendment of Agreement

(1) If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, such modifications, if agreed between the Contracting Parties, shall come into force when confirmed by an exchange of diplomatic notes.

(2) Modifications to the Annex I of this Agreement may be agreed in writing directly between the aeronautical authorities of the Contracting Parties.

(3) If a general multilateral convention on air transport enters into force in relation to both Contracting Parties, any inconsistency in the obligations of the Contracting Parties under this Agreement and that multilateral convention shall be resolved in favour of those provision(s) that provide for the designated airlines the greater (i) exercise of rights (ii) aviation safety and/ or (iii) aviation security, unless otherwise agreed by the Contracting Parties or the context otherwise requires.

ARTICLE 22

Registration

This Agreement and any subsequent amendments thereto shall be submitted by the Contracting Parties to the International Civil Aviation Organisation.

ARTICLE 23

Termination

- (1) Subject to paragraph (2), this Agreement shall be valid for an unlimited period.
- (2) Either Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. This Agreement shall terminate at midnight (at the place of receipt of the notice) immediately before the first anniversary of the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement before the end of this period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after receipt of the notice by the International Civil Aviation Organisation.

ARTICLE 24

Entry into Force

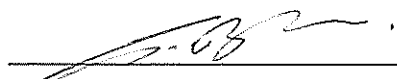
- (1) This Agreement shall enter into force on the date of signature.
- (2) Upon the entry into force of this Agreement, this Agreement shall supersede the *Agreement between the Government of the Republic of Malta and the Government of the Republic of Singapore for Air Services between and beyond their Respective Territories*, signed on 19 July 1983 in London.

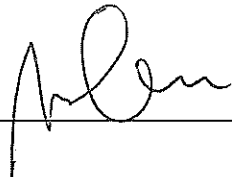
IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

Done in Bali, Indonesia on this 18th day of November, 2014, in the English language.

For the Government of
the Republic of Malta

For the Government of
the Republic of Singapore





ANNEX I

Non-Scheduled International Air Transportation

(1) The provisions of this Agreement, except those dealing with Traffic Rights, Capacity and Tariffs shall be applicable also to non-scheduled flights operated by an air carrier of one Contracting Party into or from the territory of the other Contracting Party and to the air carrier operating such flights.

(2) Each Contracting Party shall give favourable consideration on basis of comity and reciprocity, to applications for non-scheduled flights between their territories for passengers and cargo in accordance with their respective laws and regulations, and approve such applications with minimal delay.

ANNEX II

List of other states referred to in Articles 3 (2) (a) (iv) and 4 (1) (a) (iv) of this Agreement:

- (a) The Republic of Iceland (under the Agreement on the European Economic Area);
- (b) The Principality of Liechtenstein (under the Agreement on the European Economic Area);
- (c) The Kingdom of Norway (under the Agreement on the European Economic Area);
- (d) The Swiss Confederation (under the Agreement between the European Community and the Swiss Confederation on Air Transport.)