ĐIỀU ƯỚC QUỐC TẾ

BỘ NGOẠI GIAO

CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập - Tự do - Hạnh phúc

Số: 46/2017/TB-LPQT

Hà Nội, ngày 30 tháng 10 năm 2017

THÔNG BÁO
Về việc điều ước quốc tế có hiệu lực

Thực hiện quy định tại Điều 56 của Luật Điều ước quốc tế năm 2016, Bộ Ngoại giao trân trọng thông báo:

Hiệp định vận chuyển hàng không giữa Chính phủ nước Cộng hòa xã hội chủ nghĩa Việt Nam và Chính phủ nước Cộng hòa I-ta-li-a, ký tại Rô-ma ngày 21 tháng 6 năm 2013, có hiệu lực kể từ ngày 12 tháng 9 năm 2017.

Bộ Ngoại giao trân trọng gửi bản sao Hiệp định theo quy định tại Điều 59 của Luật nêu trên./.

TL. BỘ TRƯỞNG
VỤ TRƯỞNG
VỤ LUẬT PHÁP VÀ ĐIỀU ƯỚC QUỐC TẾ

Lê Thị Tuyết Mai

AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM

AND

THE GOVERNMENT OF THE ITALIAN REPUBLIC

AIR SERVICES AGREEMENT

between

the Government of the Socialist Republic of Viet Nam

and

the Government of the Italian Republic

The Government of the Socialist Republic of Viet Nam and the Government of the Italian Republic, hereinafter referred to as the "Contracting Parties";

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago, on 7th day of December 1944;

Being equally desirous to conclude an Agreement for the purpose of establishing and operating scheduled 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:

1. "Member States shall mean Member States of the European Union and "EU Treaties" shall mean the Treaty on the European Union and the Treaty on the Functioning of the European Union.

2. References in this Agreement to nationals of the Italian Republic shall be understood as referring to nationals of Member States of the European Union or to nationals of other states listed in Annex 2.

3. References in this Agreement to airline(s) of the Italian Republic shall be understood as referring to airline(s) designated by the Italian Republic

4. The term "Aeronautical Authorities" means, in the case of the Socialist Republic of Viet Nam, the Civil Aviation Authority of Viet Nam, Ministry of Transport and any person or body authorized and, in the case of the Italian Republic, the Ministry of Infrastructures and Transport and any person or body authorized to perform any functions at present exercised by the said Authority or similar functions to perform any functions at present exercised by the said Organization or similar functions.

5. 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:

   a) any amendment thereto which has entered into force under Article 94 (a) thereof and has been ratified by both Contracting Parties; and

   b) any Annex or any amendments thereto adopted under Article 90 of that Convention, insofar as such amendment or Annex is at any given time effective for those Contracting Parties.

6. The term "Agreement" means this Agreement, the Annexes attached thereto, and any Protocols or similar documents amending this Agreement or the Annexes.

7. The term "designated airline" means, any airline which has been designated and authorized in accordance with the provisions of Article 3 of this Agreement.

8. The term "agreed services" means scheduled air services on the routes specified in Annex 1 to this Agreement for the transport of passengers, cargo and mail, separately or in combination.

9. The term "capacity" in relation to an aircraft means, the payload of that aircraft available on a route or section of a route and the term "capacity" in relation to "an agreed service" means, the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period and a route or section of a route.

10. The term "territory" means the land areas (mainland and islands), internal waters and territorial sea, and the airspace above them, under the sovereignty of a Contracting Party.

11. The terms "air service", "international air service", "airline" and "stop for non-traffic purposes" shall have the meanings respectively assigned to them in Article 96 of the Convention.

12. The term "code sharing" means an operation performed by one designated airline using the code letter and the flight number of another airline in addition to its own code letter and flight number.

13. The term "tariff" means the price to be charged for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services performed by the carrier in connection with the air transportation but excluding remuneration and conditions for the carriage of mail.

14. The term "user charge" means a charge made to airlines for the provision of airport, air navigation or aviation security property or facilities.

It is understood that the titles given to the Articles of this Agreement do in no way restrict or extend the meanings of any of the provisions of this Agreement.

Article 2
Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the conduct of scheduled international air services by the airline(s) of the other Contracting Party as follows:

   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.

2. The airline(s) designated by each Contracting Party, while operating on the specified routes, shall enjoy the privilege to make stops in the said territory at the points on the route(s) specified in the Route Schedule (Annex 1) annexed to this Agreement for the purpose of taking on

board and discharging international traffic in passengers, cargo and mail, separately or in combination.

3. Nothing in the provisions of paragraph (1) shall be deemed to confer on the airline(s) of one Contracting Party the right to take on board, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of the other Contracting Party.

Article 3
Designation and Authorizations

1. Each Contracting Party shall have the right to designate, and inform in writing, the other Contracting Party, one or more airlines for the purpose of operating the agreed services on the specified routes, and to withdraw or alter such designations.

2. On receipt of such a designation the other Contracting Party shall grant the appropriate authorizations and permissions with the minimum procedural delay, provided :

a) in the case of an airline designated by the Italian Republic:

i) it is established in the territory of Italy under the EU Treaties and has a valid Operating Licence in accordance with the law of the European Union; and

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

iii) the airline is owned, directly or through majority ownership, or it is effectively controlled by Member States and/or nationals of Member States, and/or by other states listed in Annex 2 and/or nationals of such other states;

b) in the case of an airline designated by the Socialist Republic of Viet Nam:

i) it is established in the territory of the Socialist Republic of Viet Nam and is licensed in accordance with the applicable law of the Socialist Republic of Viet Nam; and

ii) the Socialist Republic of Viet Nam has and maintains effective regulatory control of the airline(s); and

iii) the airline is owned directly or through majority ownership by the Socialist Republic of Viet Nam and/or nationals of the Socialist Republic of Viet Nam, or is effectively controlled by such state and/or its nationals;

c) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied - in conformity with the provisions of the Convention - to the operation of international air services by the Party receiving the designation.

3. On receipt of the operating authorization of paragraph 2, a designated airline may at any time begin to operate the agreed services for which it is so designated, provided that the airline complies with the applicable provisions of this Agreement.

Article 4
Suspension and Revocation

1. Either Contracting Party may revoke, suspend or limit the operating authorization or technical permissions of an airline by the other Contracting Party, where:

a) in the case of an airline designated by the Italian Republic:

i) it is not established in the territory of the Italian Republic under the EU Treaties or does not have a valid Operating Licence in accordance with the law of the European Union; or

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

iii) the airline is not owned, directly or through majority ownership, or it is not effectively controlled by Member

States and/or nationals of Member States, and/or by other states listed in Annex 2 and/or nationals of such other states;

b) in the case of an airline designated by the Socialist Republic of Viet Nam:

i) it is not established in the territory of the Socialist Republic of Viet Nam and is not licensed in accordance with the applicable law of the Socialist Republic of Viet Nam; or

ii) the Socialist Republic of Viet Nam is not maintaining effective regulatory control of the airline; or

iii) the airline is not owned directly or through majority ownership by the Socialist Republic of Viet Nam and/or nationals of the Socialist Republic of Viet Nam, or is not at all times effectively controlled by such State and/or its nationals;

c) such airline is unable to prove that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied in conformity with the Convention to the operation of international air services by the Party receiving the designation; or

d) the airline fails to comply with the laws and/or regulations of the Contracting Party granting these rights; or

e) the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate revocation or suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringements of laws and/or regulations, such right shall be exercised only after consultation with the other Contracting Party, in conformity with Article 15 of this Agreement.

Article 5
Applicability of laws and regulations

1. The laws, regulations and procedures of one Contracting Party relating to entering into, remaining in or departing from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft shall be complied with by the designated airline(s) of the other Contracting Party upon entry into, while within and departure from the said territory.

2. The laws and regulations of one Contracting Party relating to entry, clearance, staying or transit, emigration or immigration, passports, customs and quarantine shall be complied with by the designated airline(s) of the other Contracting Party and by or on behalf of its crew, passengers, cargo and mail upon transit of, admission to, while within and departure from the territory of such Contracting Party.

3. Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall only be subject to a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 6
Recognition of Certificates and Licences

1. 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 the Italian Republic 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 the requirements under which such certificates or licences were issued or validated are equal or above the minimum standards established under the Convention. Each Contracting Party reserves the right, however to refuse to recognize, for the purpose of flights above 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.

2. If the privileges or conditions of the licences or certificates referred to in paragraph (1) above, issued by the Aeronautical Authorities of one Contracting Party to any person or designated airline or in respect of an aircraft operating the agreed services on the specified routes would permit a difference from the standards established under the Convention, and which difference has been filed with the International

Civil Aviation Organization, the Aeronautical Authorities of the other Contracting Party may request consultations in accordance with Article 15 of this Agreement with the Aeronautical Authorities of that Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement will constitute grounds for the application of Article 4 of this Agreement.

Article 7
Aviation Safety

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

2. If, following such consultations, one Contracting Party finds that the safety standards in the areas referred to in paragraph 1 that are at least equal to the minimum standards established at that time pursuant to the Chicago Convention, are not being effectively maintained and administered in respect of airline(s) designated by the other Contracting Party, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with the ICAO Standards and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within 15 days or such longer period as may be agreed, shall be grounds for the application 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 on behalf of the designated 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 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 inspection shall, for the purposes of Article 33 of the Chicago Convention, be free to conclude that the requirements under which the certificates 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 above is denied by the 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 above 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 above shall be discontinued once the basis for the taking of that action ceases to exist.

8. Where the Italian Republic has designated an air carrier whose regulatory control is exercised and maintained by another Member State of the European Union, the rights of the Socialist Republic of Viet Nam under this article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other Member State and in respect of the operating authorisation of that air carrier.

Article 8
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 of 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 and the Convention for the suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts Against the Safety of International Airports, signed at Montreal on 24 February 1988 and all other international instruments in the same field which may be ratified in the future by the Contracting Parties.

2. The Contracting Parties shall provide upon request all necessary assistance 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 Organization and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft which have their principal place of business or permanent residence in the territory of the Contracting Parties or, in the case of the Italian Republic, operators of aircraft which are established in its territory under the EU Treaties and have valid Operating Licences in accordance with the law of the European Union, and the operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that its operators of aircraft shall be required to observe, for departure from or while within the territory of the other Contracting Party, aviation security provisions in conformity with the law in force in that country, including, in the case of the Italian Republic, the law of the European Union. Each Contracting Party shall

ensure that adequate measures are effectively applied within its territory to protect the aircraft and to screen passengers and their carry-on items and to carry out appropriate checks on crew, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give positive consideration to 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.

Article 9
Commercial Opportunities

1. The designated airline(s) of one Contracting Party shall have the right to maintain its own representation in the territory of the other Contracting Party.

2. The designated airline(s) of one Contracting Party may, in accordance with the laws and regulations of the other Party relating to entry, residence and employment, bring in and maintain in the territory of the other Contracting Party managerial, sales, technical, operational and other specialist staff required for the provision of air services.

3. In case of nomination of a general agent or a general sales agent, this agent shall be appointed in accordance with the relevant applicable laws and regulations of each Contracting Party.

4. Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly or through its agents and any person shall be able to purchase such transportation in accordance with the relevant applicable laws and regulations.

5. Each Party shall permit airline(s) of the other Party to convert and transmit abroad, all local revenues from the sale of air transport services and associated activities directly linked to air transport in excess of sums locally disbursed, including the related banking interests without any delay or limitation, with conversion and remittance

permitted promptly at the rate of exchange applicable as of the date of the request for conversion and remittance.

6. If one Contracting Party imposes restrictions on the transfer of the excess of receipts achieved by the designated airline(s) of the other Contracting Party, the other Party will also have the right to impose the same restrictions to the other Contracting Party's airline(s).

7. Subject to the laws and regulations of each Contracting Party including, in the case of Italy, the law of the European Union, each designated airline shall have in the territory of the other Contracting Party the right to perform its own ground handling ("self-handling") or, at its option, the right to select among competing suppliers that provide ground handling services in whole or in part. Where such laws and regulations limit or preclude self-handling and where there is no effective competition between suppliers that provide ground handling services, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

Article 10
Exemption from customs and other duties

1. Each Contracting Party shall, on the basis of reciprocity, exempt the designated airline(s) of the other Contracting Party under its relevant applicable law from import restrictions, customs duties, other taxes, inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores and other items intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline(s) of such other Contracting Party operating the agreed services, as well as the office equipment introduced in the territory of either Contracting Party in order to be used in the offices of the designated airline(s) within the limits of the international airports to which the designated airline(s) operates, ticket stock, air way bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed without charge by that designated airline.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article:

a) introduced in the territory of one Contracting Party by or on behalf of the designated airline(s) of the other Contracting Party ;

b) retained on board aircraft of the designated airline(s) of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party;

c) taken on board aircraft of the designated airline(s) of the other Contracting Party and intended for use in operating the agreed services; whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption, provided that the ownership and/or use of such items is not transferred in the territory of the said Contracting Party.

3. The regular airborne equipment, as well as the materials and supplies normally 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. In such case, they may be placed under supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

Article 11
User Charges

1. User charges, that may be imposed by the relevant Authorities or bodies from one Party on the designated airline(s) of the other Party for the use of airport facilities and services, safety, security, air navigation and other facilities under their control shall be just, reasonable, non discriminatory and equitably apportioned among categories of users.

2. Each of the Contracting Parties agree, however, that such charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

Article 12
Capacity Regulations and Approval of Timetables

1. The designated airline(s) of the Contracting Parties shall be afforded fair and equal treatment in order that they may enjoy equal opportunities in the operation of the agreed services on the specified routes.

2. In operating the agreed services the designated airline(s) of each Contracting Party shall take into account the interests of the designated airline(s) of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

3. The agreed services provided by the designated airline(s) of the Contracting Parties shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for carriage of passengers, cargo and mail between the territory of the Contracting Party designating the airline(s) and the territory of the other Contracting Party.

4. Provision for the carriage of passengers, cargo and mail both taken on board and discharged at points on routes to be specified in the territories of states other than that designating the airline(s) shall be agreed upon between the Aeronautical Authorities of the two Contracting Parties.

5. The capacity to be provided including the frequency of services by the designated airline(s) of the Contracting Parties on the agreed services shall be agreed upon by the Aeronautical Authorities.

6. In case of disagreement between the Contracting Parties, the issues referred to in paragraph 5 above shall be settled in accordance with the provisions of Article 16 of this Agreement. Until such agreement has been reached, the capacity provided by the designated airline(s) shall remain unchanged.

7. The designated airline(s) of each Contracting Party shall submit for approval to the Aeronautical Authorities of the other Contracting Party not later than (30) thirty days prior to the introduction of services on the specified routes the flight timetables. This shall, likewise, apply to later changes. In special cases, this time limit may be reduced subject to the approval of the said Authorities.

Article 13
Air Transport 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 shall be established at reasonable levels, due regard being paid to all relevant factors, including interests of users, cost of operation, characteristics of service, reasonable profit and other commercial considerations in the market-place. The tariffs cannot be unreasonably discriminatory, unduly high, artificially low or restrictive.

Article 14
Supply of Statistics

The Aeronautical Authorities of either Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party, at their request, such information and statistics relating to the traffic carried on the agreed services by the designated airline(s) of the first Contracting Party to and from the territory of the other Contracting Party as may normally be prepared and submitted by the designated airline(s) to their national Aeronautical Authorities. Any additional statistical traffic data which the Aeronautical Authorities of one Contracting Party may desire from the Aeronautical Authorities of the other Contracting Party shall, upon request, be a subject of mutual discussion and agreement between the two Contracting Parties.

Article 15
Consultations and Modifications

1. Each Contracting Party or its Aeronautical Authorities may at any time request consultations with the other Contracting Party or with its Aeronautical Authorities.

2. A consultation requested by one of the Contracting Parties or their Aeronautical Authorities shall begin within a period of sixty (60) days from the date of receipt of the request.

3. This Agreement may be modified by mutual consent by the Contracting Parties. Any modification to this Agreement shall enter into force on the date of the last notification whereby the Contracting Parties notify each other in writing, through the diplomatic channel, of the fulfillment of their legal procedures for its entry into force.

4. Notwithstanding the provisions of paragraph (3), modifications to the route schedule (Annex 1) annexed to this Agreement may be agreed

directly in writing between the Aeronautical Authorities of the Contracting Parties.

Article 16
Settlement of Disputes

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement and its Annexes, the Contracting Parties shall in the first place endeavour to settle it by negotiations.

2. If the Contracting Parties fail to reach a settlement by negotiation of the said dispute, it shall be settled through diplomatic channels and according to the laws and regulations of each Contracting Party.

Article 17
Termination

Either Contracting Party may at any time give written notice to the other Contracting Party of its intention to terminate this Agreement, through diplomatic channels; such notice shall simultaneously be communicated to the International Civil Aviation Organization.

In such case the Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article 18
Conformity with Multilateral Conventions

If a general multilateral air transport convention or agreement, comes into force in respect of both Contracting Parties, this Agreement and its Annexes shall be deemed to be amended accordingly.

Article 19
Registration

This Agreement, its Annexes and all amendments thereto shall be registered with the International Civil Aviation Organization.

Article 20
Entry into Force

This Agreement shall enter into force on the date of the last notification whereby the Contracting Parties notify each other in writing, through the diplomatic channel, of the fulfillment of their legal procedures for its entry into force.

In witness thereof, the undersigned being duly authorized by their respective Governments, have signed this Agreement.

Done at ..ROME..... in two original copies, on 21..June..2013..., in the English language.

For the Government of the Socialist Republic of Viet Nam

PHAM QUY TIEU

For the Government of the Italian Republic

BRUNO ARCHI

ANNEX 1

Route Schedule

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

Points of departure	Intermediate Points	Points in Viet Nam	Beyond Points
Points in Italy	Any points	Ha Noi and/or Ho Chi Minh City and/or a third point in Viet Nam to be freely selected	Any points

Routes to be operated by the designated airline or airlines of the Socialist Republic of Viet Nam:

Points of departure	Intermediate Points	Points in Italy	Beyond Points
Points in Viet Nam	Any points	Rome and/or Milan and/or a third point in Italy to be freely selected	Any points

Notes

a) Intermediate and beyond points will be operated without any directional or geographical constraints.

b) The right of the designated airline(s) of either Contracting Party to transport passengers, cargo and mail between the points in the territory of the other Contracting Party and points in the territory of third parties shall be discussed and agreed upon by the aeronautical authorities of the two Contracting Parties.

c) The airline(s) may omit any point provided that the services originate or terminate in its home Country.

ANNEX 2

List of other States referred to in Article 1 of this Agreement

(a) 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).

VĂN PHÒNG CHÍNH PHỦ XUẤT BẢN

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