# BỘ NGOẠI GIAO

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| **BỘ NGOẠI GIAO** | **CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM**<br>**Độc lập - Tự do - Hạnh phúc** |
| Số: 04/2013/TB-LPQT | *Hà Nội, ngày 23 tháng 01 năm 2013* |

## THÔNG BÁO
### Về việc điều ước quốc tế có hiệu lực

Thực hiện quy định tại khoản 3 Điều 47 của Luật Ký kết, gia nhập và thực hiện điều ước quốc tế năm 2005, 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 xã hội chủ nghĩa dân chủ Xri Lanca, ký tại Hà Nội ngày 17 tháng 7 năm 2012, có hiệu lực kể từ ngày 26 tháng 12 năm 2012.

Bộ Ngoại giao trân trọng gửi bản sao Hiệp định theo quy định tại Điều 68 của Luật nêu trên./.

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

**Nguyễn Thị Thanh Hà**

# AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF
THE SOCIALIST REPUBLIC OF VIET NAM

AND

THE GOVERNMENT OF
THE DEMOCRATIC SOCIALIST REPUBLIC OF
SRI LANKA

# AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM AND THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

The Government of the Socialist Republic of Viet Nam and the Government of the Democratic Socialist Republic of Sri Lanka (hereinafter, "the Parties");

Being parties to the Convention on International Civil Aviation and the International Air Services Transit Agreement opened for signature at Chicago on the seventh day of December 1944; and

Desiring to conclude a new Agreement for the purpose of establishing 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 authorities" means, in the case of the Socialist Republic of Viet Nam, the Civil Aviation Authority of Vietnam, Ministry of Transport authorised to perform any functions at present exercised by the said Minister or similar functions; and in the case of the Democratic Socialist Republic of Sri Lanka, the Minister in charge of the subject of civil aviation and any person or body authorised to perform any functions at present exercised by the said Minister, relating to civil aviation or similar function;

(b) the term "agreed services" means scheduled international air services on "specified routes" for the transport of passengers, baggage and cargo, separately or in combination in accordance with agreed capacity entitlements;

(c) the term "Agreement" means this Agreement, its Annex drawn up in application thereof, and any amendment to the Agreement or to the Annex;

(d) the term "Annex" shall mean the route schedules attached to the present Agreement and any clauses or notes appearing in such Annex, and any modification made thereto;

(e) the term "the Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof;

(f) the term "designated airline" means an airline which one Party shall have designated, by written notification to the other Party, in accordance with Article 3 of this Agreement, for the operation of air services on the routes specified in such notification;

(g) the term "specified routes" means a route specified in the Annex to this Agreement;

(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 Convention;

(j) the term "user charges" means charges made to airlines by the competent authorities or permitted by them to be made for the provision of airport property or of air navigation facilities; 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 Convention.

## ARTICLE 2

## GRANT OF RIGHTS

(1) Each Party grants to the other Party the following rights for the conduct of international air services by the designated airlines of the other 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, in accordance with the terms of their designations, to make stops at points specified in the Annex 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) Each designated airline may on any or all flights and at its option:

(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 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 points on the routes;
(f) exercise only own stopover rights between points in the territory of the other Party;
(g) carry transit traffic through the other Party's territory; and
(h) combine traffic on the same aircraft regardless of where such traffic originates without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement.

(3) The provisions of paragraph (2) of this Article shall apply subject to the requirement that the service serves a point in the territory of the Party designating the airline.

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

## ARTICLE 3

## DESIGNATION AND AUTHORISATION

(1) Each Party shall have the right to designate in writing to the other Party through diplomatic channels, one or more airlines for the purpose of operating the agreed services on the specified routes.

(2) On receipt of the designation, the other Party shall, subject to the provisions of paragraph (3) and (4) of this Article, without delay grant to the airline or airlines designated the appropriate operating authorisation provided that:

(a) the airline holds a current Air Operator's Certificate or a similar licence issued by the aeronautical authority of the Party designating the airline;
(b) substantial ownership and effective control of the airline is vested in the Party designating the airline, its nationals, or both;
(c) the airline is qualified to meet the conditions prescribed under the laws, regulations and rules normally and reasonably applied to the operation of international air transport by the Party considering the application or applications in conformity with the provisions of the Convention; and
(d) the Party designating the airline is maintaining and administering the standards set forth in Articles 7 and 8 of this Agreement.

(3) Each Party shall have the right to withhold or revoke the grant to a designated airline of the privileges specified in paragraph (2) of Article 2 of this Agreement or to impose such conditions as it may deem necessary on the exercise by a designated airline of those privileges in any case where:

(a) substantial ownership and effective control of that airline is not vested in the Party designating the airline, its nationals or both; or
(b) such airline does not hold a current Air Operator's Certificate or similar licence issued by the aeronautical authority of the Party designating the airline.

At any time after the provisions of paragraphs (1) and (2) of this Article have been complied with, an airline so designated and authorised may begin to operate the agreed services provided the designated airline complies with the applicable provisions of this Agreement.

(4) Each Party shall have the right to suspend the exercise by a designated airline of the privileges specified in paragraph (2) of Article 2 of this Agreement or to impose such conditions as it may deem necessary on the exercise by a designated airline of those privileges in any case where the designated airline fails to comply with the laws or regulations of the Party granting those privileges or otherwise fails to operate in accordance with the conditions prescribed in this Agreement; provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringements of laws or regulations, this right shall be exercised only after consultation with the other Party as provided for in Article 13 of this Agreement.

(5) Each Party shall have the right to revoke, suspend, limit or impose conditions on the operating authorisation of an airline designated by the other Party where the other Party is not maintaining and administering safety standards as set forth in Article 7 of this Agreement, provided that, unless immediate action is necessary, this right shall be exercised only after consultation with the other Party as provided for in Article 13 of this Agreement and that other Party fails to take the appropriate action within a reasonable period of time.

## ARTICLE 4

## CUSTOMS AND OTHER DUTIES

(1) Aircraft operated on agreed services by the designated airlines of either Party, as well as their regular equipment, spare parts (including engines), supplies of fuels and lubricants and aircraft stores (including but not limited to such items as food, beverages, liquor, tobacco and other products for sale to or use by passengers during flight) on board such aircraft shall be exempt from all custom duties, inspection fees, not based on the cost of services provided, and other duties or taxes on arriving in the territory of the other Party, in accordance with the national laws and regulations of the two Parties, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

(2) Supplies of fuels, lubricants (including hydraulic fluids), spare parts (including engines), regular equipment, aircraft stores, printed ticket stock, air waybills, any printed material bearing insignia of a designated airline of a Party and usual publicity material distributed without charge by that designated airline introduced into the territory of one Party by or on behalf of a designated airline of the other Party or taken on board the aircraft operated

by such designated airline and intended solely for use in the operation of international services shall be exempt from all national duties and charges, including custom duties and inspection fees, not based on the cost of services provided, imposed in the territory of the first Party, in accordance with the existing laws and regulations of the two Parties, even when these supplies are to be used on the parts of the journey performed over the territory of the Party in which they are taken on board. The materials referred to above may be required to be kept under customs supervision or control up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations and procedures.

(3) The regular airborne equipment, spare parts, aircraft stores and supplies of fuel and lubricants (including hydraulic fluids) retained on board the aircraft of either Party may be unloaded in the territory of the other Party only with the approval of the customs authorities of that Party, who may require that these materials be placed under their supervision up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

(4) The exemptions provided for by this Article shall also be available in situations where the designated airlines of either Party have entered into arrangements with another airline or airlines, for the loan or transfer in the territory of the other Party, of the regular equipment and the other items referred to paragraphs (1) and (2) of this Article, provided that such other airline or airlines similarly enjoy such exemptions from that other Party.

## ARTICLE 5

## DIRECT TRANSIT TRAFFIC

Passengers, baggage, cargo and mail in direct transit across the territory of one Party and not leaving the area of the airport reserved for such purpose shall only be subject to a very simplified control except in respect of security measures against violence, air piracy and narcotics control. Such baggage, cargo and mail shall be exempt from customs duties, excise duties and similar duties, fees and charges not based on the cost of services provided on arrival.

## ARTICLE 6

## APPLICATION OF LAWS

(1) The laws and regulations of one Party governing entry into and departure from its territory of aircraft engaged in international air navigation or flights of such aircraft over that territory shall apply to the designated airlines of the other Party.

(2) The laws and regulations of one Party governing entry into, sojourn in, and departure from its territory of passengers, crew, cargo or mail, such as formalities regarding entry, exit, emigration and immigration, aviation security, currency, postal laws and regulations, as well as customs and sanitary measures shall apply to passengers, crew, cargo or mail carried by the aircraft of the designated airline of the other Party while they are within the said territory.

(3) Each Party undertakes not to grant any preferences to its own airlines with regard to the designated airlines of the other Party in the application of the laws and regulations provided for by the present Article.

## ARTICLE 7

## AIRWORTHINESS

(1) Certificates of airworthiness, certificates of competency, and licences issued or rendered valid by one Party, shall, during the period of their validity, be recognised as valid by the other Party for the purpose of operating the air services provided for in this Agreement, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention. Each Party reserves the right, however, to refuse to recognise, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Party.

(2) Each Party may request consultations at any time concerning the safety and security standards and requirements in any area relating to aeronautical facilities, aircrew, aircraft, and the operation of the designated airlines which are maintained and administered by the other Party. Such consultations shall take place within thirty (30) days of that request.

(3) If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety and security standards and requirements in any such area that are at least equal to or above the minimum standards established at that time pursuant to the Convention, the first Party shall notify the other Party of those findings and the steps considered necessary to conform with those minimum standards, and that the other Party shall take appropriate corrective action. Failure by the other 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 (5) of Article 3 of this Agreement.

(4) Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by or, under the lease agreement, on behalf of the airline or airlines of one Party on services to or from the territory of another Party may, while within the territory of the other Party, be made the subject of an examination by the authorised representatives of the other 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.

(5) If any such ramp inspections or series of ramp inspections give rise to:

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

the Party carrying out the inspection shall, for the purposes of Article 33 of the 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 Convention.

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

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

(8) Any action by one Party in accordance with paragraphs (3) or (7) of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

**ARTICLE 8**

**SECURITY**

(1) Consistent with their rights and obligations under international law, each Party reaffirms that its obligation to the other Party to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of its rights and obligations under international law, each Party 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 Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988 and any other multilateral agreement governing civil aviation security binding upon both Parties.

(2) Each Party shall provide upon request all necessary assistance to the other Party to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, its 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 to the extent that such security provisions are applicable to the Parties.

(4) The Parties 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.

(5) Each Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph (3) of this Article required by the other Party for entry into, departure from, or while within, the territory of that other Party. Each 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, mail and aircraft stores prior to and during boarding or loading. Each Party shall also give positive consideration to any request from the other Party for reasonable special security measures to meet a particular threat.

(6) 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 occur, the 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, with minimum risk to life.

## ARTICLE 9

## FAIR COMPETITION

(1) Each Party shall allow fair and equal opportunity for the designated airlines of both Parties to compete in and operate the agreed services.

(2) Each Party shall allow each designated airline to determine the frequency and capacity of the international air transportation it offers based upon commercial considerations in the marketplace. Consistent with this right, no Party shall act to limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Parties, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

(3) No Party shall impose on the other Party's designated airlines a first-refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to capacity, frequency or traffic.

(4) No Party shall require the filing of schedules, programs for charter flights, or operational plans by designated airlines of the other Party for approval, except as may be required on a non-discriminatory basis to enforce the uniform conditions foreseen by paragraph (2) of this Article. If a Party requires filings to enforce the uniform conditions as foreseen by paragraph (2) of this Article or requires filings for informational purposes, it shall minimize the administrative burdens of filing requirements and procedures on air transportation intermediaries and on designated airlines of the other Party.

## ARTICLE 10

## TARIFFS

(1) The Parties agree to give particular attention to tariffs which may be objectionable because they appear unreasonably discriminatory, unduly high or restrictive because of the abuse of a dominant position, artificially low because of direct or indirect subsidy or support, or "predatory".

(2) Each Party may require notification or filing of tariffs proposed by the designated airline(s) of both Parties for carriage to or from its territory. Such notification or filing may be required not more than 30 days before the proposed date of introduction. In special cases, this period may be reduced.

(3) Neither Party shall take unilateral action to prevent the inauguration of a proposed tariff or the continuation of an effective tariff of a designated airline of either Party or on the basis of reciprocity of the airline(s) of a third State for carriage between the territories of the Parties or between the territory of the other Party and that of a third State.

(4) Approval of tariffs consequent upon the provisions of Paragraph 3 above may be given expressly by either Party to the airline(s) filing the tariffs. Where either Party believes that a tariff falls within the categories described in Paragraph 1 above, such Party shall give notice of dissatisfaction to the other Party as soon as possible and at least within 21 days of the date of notification or filing of the tariff, and may avail itself of the consultation procedures set out in Paragraph 5 below. However, unless both Parties have agreed in writing to disapprove the tariffs concerned under those procedures, the tariffs shall be considered approved.

(5) Each Party may request consultation regarding any tariff of an airline of either Party for services covered by this Agreement, including where the tariff concerned has been subject to a notice of dissatisfaction. Such consultations shall be held not later than 14 days after receipt of the request. The Parties shall cooperate in securing information necessary for reasoned resolution of the issues. If the Parties reach agreement with respect to a tariff for which notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect but if no agreement is reached the tariff in question shall go into or continue in effect.

## ARTICLE 11

## COMMERCIAL OPPORTUNITIES

(1) The designated airlines of each Party shall have the right to:

(a) establish offices in the territory of the other Party for the promotion and sale of air transportation;

(b) engage in the sale of air transportation in the territory of the other Party directly and, at the airlines' discretion, through their agents. The designated airlines shall have the right to sell such transportation, and any person shall be free to purchase such transportation, in local currency or in freely convertible currencies;

(c) convert and remit to the territory of its incorporation, on demand, local revenues in excess of sums locally disbursed in accordance with applicable laws and regulations of the Party in the territory of which the revenue accrued. Conversion and remittance shall be permitted promptly without restrictions in respect thereof at the rate of exchange applicable to current transactions and remittance on the date the carrier makes the initial application for remittance;

(d) to, at their option, select among competing agents for ground-handling services in whole or in part; and

(e) pay for local expenses, including purchases of fuel, in the territory of the other Party in local currency. At their discretion, the designated airlines of each Party may pay for such expenses in the territory of the other Party in freely convertible currencies according to local currency regulation.

(2) The designated airlines of each Party shall have the right in accordance with the laws, regulations and rules of the other Party relating to entry, residence, and employment, to bring in and maintain in the territory of the other Party managerial, sales, technical, operational, and other specialist staff required for the provision of air transportation.

(3) In operating or holding out the agreed services on the agreed routes, any designated airline of a Party may, subject to the laws and regulations of the Party designating it, enter into code share arrangements with:

(a) designated airline(s) of the same Party;

(b) designated airline(s) of the other Party; or

(c) airline(s) of a third country, which hold the appropriate operating authorisation to operate and/or hold out such services, provided that:-

(i) such third country authorises or allows comparable arrangements between the airlines of the other Party and other airlines on services to, from and via such third country. The non-exercise of an arrangement by the designated airlines of the other Party relating to third country code sharing arrangements to, from and via such third country will not preclude the exercise of this entitlement by the designated airlines of a Party; and

(ii) a designated airline of one Party shall not hold out a service between a point in the territory of the other Party and a point in a third country as the marketing airline unless that service is held out as a continuation of a service operated by that designated airline.

(4) When booking, issuing and selling tickets pursuant to any code-share agreement, the marketing airline shall advise its passengers of which airline will operate each sector of the flight.

(5) The above paragraphs (3) and (4) are subject to the condition that all airlines in the above arrangements hold the appropriate route and traffic rights.

(6) Each code share service held out by a designated airline as a marketing airline will not be counted against the capacity entitlements of the Party designating that airline.

(7) Notwithstanding any other provision of this Agreement, designated airlines and indirect providers of cargo transportation of the Parties shall be permitted, without restriction, to employ in connection with international air transportation any surface transportation for cargo to or from any points within or outside the territories of the Parties, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. Designated airlines may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of cargo air transportation. Such intermodal cargo services may be offered at a single, through price for the air and surface transportation combined, provided that shippers are informed as to the facts concerning such transportation.

## ARTICLE 12

## USER CHARGES

(1) Each Party shall ensure that the user charges imposed or permitted to be imposed by its competent charging bodies on the designated airline or airlines of the other Party are just and reasonable. These charges shall be based on sound economic principles and shall not be higher than those paid by other airlines for such services.

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

(3) Each Party shall encourage consultations between charging authorities in its territory and the airlines using the services and facilities. Each Party shall also encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in user charges to enable users to express their views before changes are made.

## ARTICLE 13

## CONSULTATIONS

There shall be regular and frequent consultation between the aeronautical authorities of the Parties to ensure close collaboration in all matters affecting the fulfillment of this Agreement.

## ARTICLE 14

## SETTLEMENT OF DISPUTES

(1) If any dispute arises between the Parties relating to the interpretation or application of this Agreement, the Parties shall in the first place endeavor to settle it by negotiation.

(2) If a dispute cannot be settled within three (3) months following the date on which such negotiations were requested by either Party, it shall at the request of either Party be submitted to an arbitral tribunal.

(3) Such arbitral tribunal shall be constituted for each individual case in the following way. Within two (2) months of the receipt of the request for arbitration, each Party shall appoint one member of the tribunal. Those two members shall then select a national of a third State who on approval by the two Parties shall be appointed the President of the tribunal. The President of the tribunal shall be appointed within four (4) months from the date of appointment of the other two members.

(4) If either of the Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may at the request of either Party appoint an arbitrator or arbitrators as the case requires. In such cases, the third arbitrator shall be a national of a third State and shall act as President of the arbitration tribunal.

(5) The Parties shall comply with any provisional ruling or final decision of the tribunal.

(6) The tribunal shall determine the place where the proceedings will be held and the limits of its jurisdiction in accordance with this Agreement. It shall establish its own procedure.

(7) The Parties shall bear in equal proportion the costs of arbitration.

(8) Where either Party fails to comply with a decision referred to in paragraph 5 of this Article, the other Party may limit, suspend or revoke any rights or privileges which it has granted under this Agreement to the Party in default.

## ARTICLE 15

## MODIFICATION

(1) If either of the Parties considers it desirable to modify the terms of this Agreement, it may request consultations between the aeronautical authorities of both Parties in relation to the proposed modification. Consultations shall begin within a period of sixty (60) days from the date of the request. When these authorities agree on modifications to this Agreement, the modifications shall come into effect when they have been confirmed by an exchange of notes between the Parties through diplomatic channels.

(2) Notwithstanding the provisions of paragraph (1) above, amendments to the Annex to this Agreement may be agreed upon directly between the aeronautical authorities of the Parties. Such amendments shall enter into force when confirmed through diplomatic channels.

(3) If both Parties become parties to a multilateral agreement that addresses matters covered by this Agreement, they shall consult to determine whether this Agreement should be revised to take into account the multilateral agreement.

## ARTICLE 16

## TERMINATION

Either Party may at any time give notice to the other, through diplomatic channels, if it desires to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, this Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of the receipt of a notice of termination by the other 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 17

## REGISTRATION

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

## ARTICLE 18

## TITLES

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

## ARTICLE 19

## ENTRY INTO FORCE

This Agreement shall enter into force on the date when the Parties notify each other, through diplomatic channels, that the respective requirements for the entry into force of this Agreement have been satisfied. Upon its entry into force, this Agreement shall supersede the Air Services Agreement between the Government of the Democratic Socialist Republic of Sri Lanka and the Government of the Socialist Republic of Viet Nam done at Colombo on 29th July 1992.

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

Done this 17th day of July 2012 at Ha Noi in duplicate in the English Languages.

**FOR THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM**

PHAM QUY TIEU
Vice Minister of Transport

**FOR THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**

GANEGAMA SENA WITHANAGE
Additional Secretary
Ministry of Civil Aviation

## ANNEX

## ROUTE SCHEDULE

### Section I

Routes of the agreed services performed by the airlines designated by the Government of the Socialist Republic of Viet Nam shall be as follows in either or both directions;

| POINTS IN VIET NAM | INTERMEDIATE POINTS | POINTS IN SRI LANKA | POINTS BEYOND |
|---|---|---|---|
| Any points | Any Points | Any points | Any points |

### Section II

Routes of the agreed services performed by the airlines designated by the Government of the Democratic Socialist Republic of Sri Lanka shall be as follows in either or both directions;

| POINTS IN SRI LANKA | INTERMEDIATE POINTS | POINTS IN VIET NAM | POINTS BEYOND |
|---|---|---|---|
| Any Points | Any Points | Any Points | Any Points |

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

**VĂN PHÒNG CHÍNH PHỦ XUẤT BẢN**

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Giá: 10.000 đồng