BỘ NGOẠI GIAO	**CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM** **Độc lập - Tự do - Hạnh phúc**
Số: 50/2011/TB-LPQT	*Hà Nội, ngày 20 tháng 10 năm 2011*

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 dân chủ nhân dân Lào, ký tại Hà Nội ngày 15 tháng 9 năm 2010, có hiệu lực kể từ ngày 29 tháng 9 năm 2011.

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

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

Lê Thị Tuyết Mai

AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF

THE SOCIALIST REPUBLIC OF VIET NAM

AND

THE GOVERNMENT OF

THE LAO PEOPLE'S DEMOCRATIC REPUBLIC

AIR SERVICES AGREEMENT BETWEEN
THE GOVERNMENT OF
THE SOCIALIST REPUBLIC OF VIET NAM
AND
THE GOVERNMENT OF
THE LAO PEOPLE'S DEMOCRATIC REPUBLIC

The Government of the Socialist Republic of Viet Nam and the Government of the Lao People's Democratic Republic (hereinafter, "the Contracting Parties");

Desiring to promote an international aviation system based on competition among airlines in the marketplace with minimum government interference and regulation;

Desiring to facilitate the expansion of international air transport opportunities;

Desiring to make it possible for airlines to offer the traveling and shipping public a variety of service options at the lowest prices that are not discriminatory and do not represent abuse of a dominant position, and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

Desiring to ensure the highest degree of safety and security in international air transport and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air services, and undermine public confidence in the safety of civil aviation; and

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

Have agreed as follows:

Article 1

Definitions

For the purposes of this Agreement, unless otherwise stated, the term

1. "Aeronautical authorities" means, in the case of the Socialist Republic of Viet Nam, the Civil Aviation Administration of Viet Nam, the Ministry of Transport, and in the case of the Lao People's Democratic Republic, the

Department of Civil Aviation, the Ministry of Public Works and Transport, or in both cases any other authority or person empowered to perform the functions now exercised by the said authorities;

2. "Agreement" means this Agreement, its Annexes, and any amendments thereto;

3. "Air services" means the public carriage by aircraft of passengers, baggage, cargo, and mail, separately or in combination, for remuneration or hire;

4. "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes:

a) any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties, and

b) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both Contracting Parties;

5. "Designated airline" means an airline designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement;

6. "Full cost" means the cost of providing service plus a reasonable charge for administrative overhead;

7. "International air services" means air services that passes through the airspace of the territory of more than one State;

8. "Price" means any fare, rate or charge for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air services charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;

9. "Stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo and/or mail in air services;

10. "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. "User charge" means a charge imposed on airlines for the provision of airport, air navigation, or aviation security facilities or services including related services and facilities;

12. "Intermodal air services" means the public carriage by aircraft and by one or more surface modes of transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;

Article 2

Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the following rights for the conduct of international air services by the 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; and

c) the rights otherwise specified in this Agreement.

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

Article 3

Designation and Authorization

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party as many airlines as it wishes to operate the agreed air services in accordance with this Agreement and to withdraw or alter such designation.

2. On receipt of such a designation, and of applications from the designated airline, in the form and manner prescribed for operating authorizations and technical permissions, the other Contracting Party shall

grant appropriate authorizations and permissions with minimum procedural delay, provided:

a) the designated airline is incorporated in and has its principal place of business in the territory of the Contracting Party that designates the airline in which the Contracting Party designating the airline, has and maintains effective regulatory control of that airline, provided that such arrangements will not be equivalent to allowing airline(s) or its subsidiaries access to traffic rights not otherwise available to that airline(s); and

b) the Contracting Party designating the airline is maintaining and administering the standards set forth in Article 6 (Safety) and Article 7 (Aviation Security); and

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

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

Withholding, Revocation and Limitation of Authorization

1. The aeronautical authorities of each Contracting Party shall have the right to withhold the authorizations referred to in Article 3 (Designation and Authorization) of this Agreement with respect to an airline designated by the other Contracting Party, and to revoke, suspend or impose conditions on such authorizations, temporarily or permanently:

a) the airline has failed to prove that it is qualified under Article 3 paragraphs 2 (a) as applicable; or

b) in the event that they are not satisfied that the other Contracting Party is maintaining and administering the standards as set forth in Article 6 (Safety) and Article 7 (Aviation Security); or

c) in the event of failure that such designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Contracting Party considering the application or applications.

2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above or unless safety or security requires action in accordance with the provisions of Article 6 (Safety) or Article 7 (Aviation Security), the rights enumerated in Paragraph 1 of this Article shall be exercised only after consultations between the aeronautical authorities in conformity with Article 16 (Consultations) of this Agreement.

Article 5

Application of Laws, Regulations and Rules

1. While entering, within, or leaving the territory of one Contracting Party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the other Contracting Party's airlines.

2. While entering, within, or leaving the territory of one Contracting Party, its laws and regulations relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers, crew or cargo of the other Contracting Party's airlines.

Article 6

Safety

1. Each Contracting Party shall recognize as valid, for the purpose of operating the air services provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued, or validated by the other Contracting Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards which may be established pursuant to the Convention. Each Contracting Party reserves the right, however, to refuse to recognize as valid for the purpose of

flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Contracting Party.

2. Each Contracting Party may request consultations concerning the safety and security standards maintained by the other Contracting Party relating to aeronautical facilities, aircrew, aircraft, and operation of that Contracting Party's designated airline(s). If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety and security standards and requirements in these areas that at least equal the minimum standards which may be established pursuant to the Convention, the other Contracting Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards; and the other Contracting Party shall take appropriate corrective action.

Article 7

Aviation Security

1. In accordance 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 laws, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offenses 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;

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, of their passengers and crew, and of airports and air navigation facilities, and to address any other threat to the security of civil air navigation;

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; they shall require that operators of their registry, operators of aircraft who have their principal place of business or permanent residence in

their territory, and the operators of airports in their territory act in conformity with such aviation security provisions;

4. Each Contracting Party agrees to observe the security provisions required by the other Contracting Party for entry into the territory of that other Contracting Party and to take adequate measures to protect aircraft and to inspect crew, and their carry-on items, as well as cargo and aircraft stores, prior to and during loading or unloading. Each Contracting Party shall also give positive consideration to any request from the other Contracting Party for special security measures to meet a particular threat;

5. When an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of aircraft, 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;

6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within 15 days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorization and technical permissions of an airline or airlines of that Contracting Party.

7. Each Contracting Party shall require the airlines of the other Contracting Parties providing service to that Contracting Party to submit a written operator security programme which has been approved by the aeronautical authority of the Contracting Parties of that airlines for acceptance.

Article 8

Commercial Opportunities

1. In accordance with the laws and regulations of the other Contracting Party, the designated airline of one Contracting Party shall have the right:

a) in relation to entry, residence and employment, to bring in and maintain in the territory of the other Contracting Party managerial and other specialist staff, office equipment and other related

equipment and promotional materials required for the operation of international air freight services;

b) to establish offices in the territory of the other Contracting Party for the purposes of provision, promotion and sale of air services;

c) to engage in the sale of air transportation in the territory of the other Contracting Party directly and, at its discretion, through its agents; to sell such transportation, and any person shall be free to purchase such transportation in local currency of that territory or, subject to the national laws and regulations, in freely convertible currencies of other countries;

d) to convert and remit to the territory of its incorporation, on demand, local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly without restrictions or taxation 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. Such conversion and remittance shall be made in accordance with the foreign exchange regulations of the Contracting Party concerned;

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

2. In operating or holding out the authorised services on the agreed routes, the designated airline(s) may, subject to national laws and regulations, enter into cooperative marketing arrangements which may include but not limited to code-sharing, block-space with:

a) an airline or airlines of the same Contracting Party;
b) an airline or airlines of the other Contracting Party;
c) an airline or airlines of the third countries; and
d) a surface transportation provider of either Contracting Party.

Provided that all participants in such arrangements hold the appropriate authority and meet the requirements applied to such arrangements.

3. Subject to the national law of each Contracting Party, any designated airline(s) and indirect providers of cargo transportation of each Contracting Parties shall be permitted without restriction to employ in connection with international air freight services any surface transportation for cargo to or from any points within or outside the territories of the Contracting 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. Subject to the national law of each Contracting Party, the designated airline(s) 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 air services may be offered at a single, through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation.

Article 9

Customs Duties and Charges

1. Each Contracting Party shall on the basis of reciprocity exempt a designated airline of the other Contracting Party to the fullest extent possible under its national law from customs duties, excise 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, such as printed air waybills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charge by that designated airline, intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline of such other Contracting Party operating the agreed services.

2. The exemptions granted by this Article shall apply to the items referred to in Paragraph 1:

a) introduced into the territory of the Contracting Party by or on behalf of the designated airline of the other Contracting Party;

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

c) taken on board aircraft of the designated airline of one Contracting Party in the territory 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 the ownership 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 a designated airline 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 territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

4. The exemptions provided by this Article shall also be available where the designated airline(s) of one Contracting Party have contracted with another designated airline, which similarly enjoys such exemptions from another Contracting Party or Contracting Parties, for the loan or transfer in the territory of the other Contracting Party or Contracting Parties of the items specified in Paragraph 1 of this Article.

Article 10

User Charges

1. User charges that may be imposed by the competent charging authorities or bodies of each Contracting Party on the airlines of the other Contracting Party shall be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users. In any event, any such user charges shall be assessed on the airlines of the other Contracting Party on terms not less favorable than the most favorable terms available to any other airline at the time the charges are assessed.

2. User charges imposed on the airlines of the other Contracting Party may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport, airport environmental, air navigation, and aviation security facilities and services at the airport or within the airport system. Such charges may include a

reasonable return on assets, after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis.

3. Each Contracting Party shall encourage consultations between the competent charging authorities or bodies in its territory and the airlines using the services and facilities, and shall encourage the competent charging authorities or bodies and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of Paragraphs 1 and 2 of this Article. Each Contracting Party shall 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.

4. Neither Contracting Party shall be held, in dispute resolution procedures pursuant to Article 17 (Settlement of Disputes), to be in breach of a provision of this Article, unless (a) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Contracting Party within a reasonable amount of time; or (b) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

Article 11

Fair Competition

Each Contracting Party agrees:

a) that each designated airline shall have a fair and equal opportunity to compete in providing the international air services governed by the agreement; and

b) to take action to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of a designated airline of the other Contracting Party.

Article 12

Tariffs

1. The tariffs to be applied by the designated airline or airlines of a Contracting Party for services covered by this Agreement 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, tariffs of other airlines, and other commercial considerations in the marketplace.

2. Tariffs charged by airlines shall not be required to be filed with, or approved, by either Contracting Party.

3. The Contracting Parties agree to give particular attention to tariffs that may be objectionable because they appear unreasonably discriminatory, unduly high or restrictive because of the abuse of a dominant position, or artificially low because of direct or indirect governmental subsidy or support or other anti-competitive practices.

4. The Contracting Parties shall ensure that the designated airlines provide the general public with full and comprehensive information on their air fares and rates and the conditions attached in advertisements to the public concerning their fares.

Article 13

Statistics

The aeronautical authorities of each Contracting Party shall provide the aeronautical authorities of the other Contracting Parties, upon request, with periodic statistics or other similar information relating to the traffic carried on the agreed services.

Article 14

Operation of Leased Aircraft

1. When a designated airline proposes to use an aircraft other than one owned by it on the services provided hereunder, this would only be done on the following conditions:

a) that such arrangements will not be equivalent to allowing a lessor airline of third Party access to traffic rights not otherwise available to that airline;

b) that the financial benefit to be obtained by the lessor airline will not be dependent on the profit or loss of the operation of the designated airline concerned; and

c) that the responsibility for the continued airworthiness and the adequacy of operating and maintenance standards of any leased aircraft operated by an airline designated by one Contracting Party will be established in conformity with the Convention.

2. A designated airline is not otherwise prohibited from providing services using leased aircraft provided that any lease arrangement entered into satisfies the conditions listed above.

Article 15

Safeguards

1. The Contracting Parties agree that the following airline practices may be regarded as possible anti-competitive practices that may merit closer examination:

a) charging fares and rates on routes at levels which are, in the aggregate, insufficient to cover the costs of providing the services to which they relate;

b) the addition of excessive capacity or frequency of service;

c) the practices in question are sustained rather than temporary;

d) the practices in question have a serious negative economic effect on, or cause significant damage to, another airline;

e) the practices in question reflect an apparent intent or have the probable effect, of crippling, excluding or driving another airline from the market; and

f) behaviour indicating an abuse of dominant position on the route.

2. If the aeronautical authorities of one Contracting Party consider that an operation or operations intended or conducted by the designated airline of the other Contracting Party may constitute unfair competitive behaviour in accordance with the indicators listed in Paragraph 1, or any discrimination by

means of unduly state aid and/or subsidy by one Contracting Party, they may request consultation in accordance with Article 16 (Consultations) with a view to resolving the problem. Any such request shall be accompanied by notice of the reasons for the request, and the consultation shall begin within 15 days of the request.

3. If the Parties fail to reach a resolution of the problem through consultations, either Party may invoke the dispute resolution mechanism under Article 17 (Settlement of Disputes) to resolve the dispute.

4. The grant of state aid and/or subsidy shall be transparent and shall not distort competition. The Contracting Parties concerned shall furnish other interested Contracting Parties, upon their requests, with complete information on such grant and any revision to or extension of such grant.

Article 16

Consultations

Either Contracting Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than 60 days from the date the other Contracting Party receives the request unless otherwise agreed.

Article 17

Settlement of Disputes

1. Any dispute arising under this Agreement, except those that may arise under Paragraph 3 of Article 12 (Tariffs), that is not resolved by a first round of formal consultations may be referred by agreement of the Contracting Parties for decision to some person or body. If the Contracting Parties do not so agree, the dispute shall, at the request of either Contracting Party, be submitted to arbitration in accordance with the procedures set forth below.

2. Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:

a) Within 30 days after the receipt of a request for arbitration, each Contracting Party shall name one arbitrator. Within 60 days after these two arbitrators have been named, they shall by agreement

appoint a third arbitrator, who shall act as President of the arbitral tribunal;

b) If either Contracting Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with sub-paragraph a) of this Paragraph, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to appoint the necessary arbitrator or arbitrators within 30 days. If the President of the Council is of the same nationality as one of the Contracting Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.

3. Except as otherwise agreed, the arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedural rules. The tribunal, once formed, may recommend interim relief measures pending its final determination. 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 15 days after the tribunal is fully constituted.

4. Except as otherwise agreed or as directed by the tribunal, each Contracting Party shall submit a memorandum within 45 days of the time the tribunal is fully constituted. Replies shall be due 60 days later. The tribunal shall hold a hearing at the request of either Contracting Party or on its own initiative within 15 days after replies are due.

5. The tribunal shall attempt to render a written decision within 30 days after completion of the hearing or, if no hearing is held, after the date both replies are submitted. The decision of the majority of the tribunal shall prevail.

6. The Contracting Parties may submit requests for clarification of the decision within 15 days after it is rendered and any clarification given shall be issued within 15 days of such request.

7. Each Contracting Party shall, to the degree consistent with its national law, give full effect to any decision or award of the arbitral tribunal.

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. Any expenses incurred by the President of the Council of

ICAO in connection with the procedures of sub-paragraph 2b) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

Article 18

Multilateral Agreements

If a multilateral agreement concerning air transport comes into force in respect of both Contracting Parties, the present Agreement shall be amended so as to conform with the provisions of that multilateral Agreement, if the agreement is less liberalized than the Multilateral Agreements. If there is inconsistency concerning provisions relating to aviation safety or security, the provisions prescribing a higher or more stringent standard of aviation safety or security shall prevail to the extent of the inconsistency.

Article 19

Amendment

1. Either Contracting Party may at any time request consultation with the other Contracting Party for the purpose of amending the present Agreement or its Annexes. Such consultation shall begin within a period of sixty (60) days from the date of receipt of such request. Such consultations may be conducted through discussion or by correspondence.

2. Any amendment shall enter into force when confirmed by an exchange of diplomatic notes.

3. Any amendment of the Annex may be made by written agreement between the aeronautical authorities of the Contracting Parties and shall come into force when confirmed by an exchange of diplomatic notes.

Article 20

Termination

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 sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate at midnight (at the place of receipt of the notice to the other Contracting Party) 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 of the Contracting Parties 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 ICAO.

Article 21

Registration with the International Civil Aviation Organization

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

Article 22

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 WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Ha Noi this 15th day of September 2010, in duplicate, in the English language.

This Agreement shall supersede the previous Air Services Agreement which was signed on 07th September 1976 at Vientiane, Lao PDR.

FOR THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM

Hồ Nghĩa Dũng
Minister of Transport.

FOR THE GOVERNMENT OF THE LAO PEOPLE'S DEMOCRATIC REPUBLIC

Sommad PHOLSENA
Minister of Public Works and Transport

ANNEX

ROUTE SCHEDULE

Section I

The route 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 Lao PDR	Beyond points
Any	Any	Any	Any

Section II

The route of the agreed services performed by the airlines designated by the Government of the Lao People's Democratic Republic shall be as follows in either or both directions:

Points in Lao PDR	Intermediate points	Points in Viet Nam	Beyond points
Any	Any	Any	Any

A. Operational Flexibility

1. The designated airlines of each Contracting Party may, on any or all flights in either or both directions:

a) omit at their own discretion, any points on the above routes provided that the agreed services begin or terminate in the territory of the Contracting Party designating the airline;
b) combine different flight numbers within the one aircraft operation;
c) serve origin points, intermediate points, destined points and beyond points, provided that origin and destined points are in the territories of the Contracting Parties in any order.

B. Passenger and Combination Services

1. The designated airlines of each Contracting Party shall be allowed to operate passenger and combination services with full third (3rd) and fourth (4th) freedom traffic rights without any limitations on capacity, frequency and aircraft type.

2. The right of the designated airline 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. All-Cargo Services

The designated airlines of each Contracting Party shall be allowed to operate all-cargo services with full third (3rd), fourth (4th) and fifth (5th) freedom traffic rights without any limitations on capacity, frequency and aircraft type.