

AGREEMENT ON AIR TRANSPORT
BETWEEN THE PORTUGUESE REPUBLIC
AND THE REPUBLIC OF SINGAPORE

The PORTUGUESE REPUBLIC and the REPUBLIC OF SINGAPORE hereinafter referred to as "the Parties", being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944:

Noting the Agreement between the European Community and Singapore on certain aspects of air services signed on the ninth day of June 2006; and

Desiring to organize, in a safe and orderly manner, international air services and to promote in the greatest possible measure international cooperation in respect of such services; and

Desiring to establish an Agreement to foster the development of scheduled air services between and beyond their territories;

Agree as follows:

ARTICLE 1
DEFINITIONS

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

- a) The term "Convention" shall mean the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, including any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof, so far as those Annexes and amendments have been adopted by both Parties;
- b) The term "aeronautical authorities" shall mean, in the case of the Portuguese Republic the National Institute of Civil Aviation, and in the case of the Republic of Singapore the Minister for Transport and the Civil Aviation Authority of Singapore or, in both cases, any person or body authorized to perform any functions at present exercised by the said authorities or similar functions;
- c) The term "designated airline" shall mean any airline, which has been designated and authorised in accordance with Article 3 of the present Agreement;
- d) The term "territory" shall have the meaning assigned to it in Article 2 of the Convention;

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

f) The term "tariff" shall mean any fare, rate or charge for the carriage of passengers, baggage and/or cargo (excluding mail) in air transportation (including any other mode of transportation in connection therewith) charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;

g) The term "Annex" shall mean the Route Schedule attached to the present Agreement and any Clauses or Notes appearing in such Annex. The Annex shall be considered an integral part of this Agreement and all references to the term "Agreement" shall be read as including the Annex; and

h) The term "EU Member State" shall mean a State that is a contracting party to the Treaty on European Union and the Treaty on the Functioning of the European Union; and "EFTA States" shall mean The Republic of Iceland, the Principality of Liechtenstein, the Kingdom of Norway and the Swiss Confederation.

ARTICLE 2 OPERATING RIGHTS

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

- a) The right to fly across its territory without landing, and
- b) The right to make stops in its territory for non-traffic purposes.

2. Each Party grants to the other Party the rights hereinafter specified in this Agreement for the purpose of the operation of scheduled international air services by the other Party's designated airlines on the routes specified in the appropriate Section of the Annex. Such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively. While operating an agreed service on a specified route the airlines designated by each Party shall enjoy in addition to the rights specified in paragraph 1 of this Article and subject to the provisions of this Agreement, the right to make stops in the territory of the other Party at the points specified for that route in the Annex for the purpose of taking on board and disembarking passengers, baggage, cargo and mail.

3. Nothing in paragraph 2 of this Article shall be deemed to confer on the designated airlines of one Party the right of embarking, in the territory of the other Party, traffic carried for remuneration or hire and destined for another point in the territory of that Party

4. If the designated airlines of one Party are unable to operate services on its normal routing because of armed conflict, political disturbances, or special and unusual circumstances the other Party shall make its best efforts to facilitate the continued operation of such service through appropriate rearrangements of such routes, including the grant of rights for such time as may be necessary to facilitate viable operations. This

provision shall be applied without discrimination between the designated airlines of the Parties.

ARTICLE 3 DESIGNATION AND OPERATING AUTHORIZATION OF AIRLINES

1. Each Party shall have the right to designate one or more airlines for the purpose of operating the agreed services on the routes specified in the Annex and to withdraw or alter such designations. Those designations shall be made in writing and shall be transmitted to the other Party through diplomatic channels.

2. On receipt of such a designation, and of applications from a designated airline, in the form and manner prescribed for operating authorisations and technical permissions, the other Party shall, subject to Article 4, grant the appropriate authorisations and permissions with minimum procedural delay, provided that :

- a) In the case of an airline designated by the Portuguese Republic;
 - (i) It is established in the territory of the Portuguese Republic under the EU Treaties and has a valid operating license in accordance with the European Union Law; and
 - (ii) Effective regulatory control of the airline is exercised and maintained by the EU Member State responsible for issuing its air operator's certificate and the relevant aeronautical authority is clearly identified in the designation, and
 - (iii) The airline has its principal place of business in the territory of the EU Member State from which it has received the valid operating licence; and
 - (iv) The airline is owned, directly or through majority ownership, and is effectively controlled by EU Member States and/or by EFTA States and/or by nationals of such EU Member States and/or EFTA States.
- b) In the case of an airline designated by the Republic of Singapore:
 - (i) Singapore has and maintains effective regulatory control of the airline; and
 - (ii) It has its principal place of business in Singapore.
- c) The designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Party considering the application or applications.

ARTICLE 4
REFUSAL, REVOCATION, SUSPENSION AND LIMITATION OF
AUTHORISATIONS

1. Each Party shall have the right to refuse, revoke, suspend or limit the operating authorisations or technical permissions referred to in Article 3 of this Agreement, or to impose conditions considered necessary, where:

- a) In the case an airline designated by the Portuguese Republic:
 - (i) It is not established in the territory of the Portuguese Republic under the EU Treaties or does not have a valid operating licence from a EU Member State in accordance with European Union law; or
 - (ii) Effective regulatory control of the designated airline is not exercised or not maintained by the EU Member State responsible for issuing its air operator's certificate, or the relevant aeronautical authority is not clearly identified in the designation; or
 - (iii) The airline does not have its principal place of business in the territory of the EU Member State from which it has received its operating licence; or
 - (iv) The airline is not owned, directly or through majority ownership, or is not effectively controlled by EU Member States and/or EFTA States and/or by nationals of such EU Member States or EFTA States; or
 - (v) It can be demonstrated that by exercising traffic rights under this Agreement on a route that includes a point in another EU Member State, including the operation of a service which is marketed as, or otherwise constitutes a through service, the airline would in effect be circumventing restrictions on traffic rights imposed by an agreement between Singapore and that other EU Member State; or
 - (vi) the airline holds an air operator's certificate issued by a EU Member State and there is no bilateral air services agreement between Singapore and that EU Member State and it can be demonstrated that the necessary traffic rights to conduct the proposed operation are not reciprocally available to the designated airlines of Singapore.
- b) In the case of an airline designated by the Republic of Singapore:
 - (i) Singapore is not maintaining effective regulatory control of the airline; or
 - (ii) it does not have its principal place of business in Singapore .
- c) The designated airline fails to meet the conditions prescribed under the laws or regulations normally applied to the operation of international air services by the Party that has granted or is considering the application or applications for authorization or permission; or

- d) The designated airline fails to comply with the laws or regulations of the Party granting the authorization or permission, or
- e) The designated airline fails to operate the agreed services in accordance with the conditions prescribed under the present Agreement.

2. In exercising its rights under paragraph 1, and without prejudice to its rights under paragraph 1(a)(v) and (vi) of this Article, Singapore shall not discriminate between airlines of EU member States on the grounds of nationality.

3. Unless immediate refusal, revocation, suspension, limitation or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringements of the laws or regulations referred to in this Article, the right to refuse, revoke, suspend, limit or impose conditions shall be exercised only after consultation with the other Party. The consultation shall take place within a period of thirty (30) days from the date of the proposal to hold it unless otherwise agreed.

ARTICLE 5 ENTRY AND CLEARANCE LAWS AND REGULATIONS

1. The laws and regulations of one Party relating to the admission into and departure from its territory of aircraft engaged in international air services, or to the operation and navigation of such aircraft while within its territory, shall be applied to aircraft of the designated airline of the other Party.

2. The laws and regulations of one Party relating to the admission into, stay in and departure from its territory of passengers, crew, baggage, cargo and mail transported on board the aircraft, such as those relating to entry, clearance, immigration, passports, customs and sanitary control, shall be complied with by, or on behalf of, such passengers, crew, or cargo of the other Party's airlines while entering into, departing from or within the territory of the first Party.

3. Neither Party shall give preference to its own or any other airline over a designated airline of the other Party engaged in similar international air transportation in the application of its laws and regulations referred to in this Article.

ARTICLE 6 CUSTOM DUTIES AND OTHER CHARGES

1. Aircraft operating on international services by the designated airlines of either Party, as well as their regular equipment, spare parts, supplies of fuels and lubricants, other consumable technical supplies and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from custom duties, inspection fees and other duties or taxes on arriving in the territory of the other Party, provided such equipment, supplies and aircraft stores remain on board the aircraft up to such time as they are re-exported, or are used on the part of the journey performed over that territory.

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

- a) Aircraft stores taken on board in the territory of a Party, within limits fixed by the authorities of that Party, and for use on board outbound aircraft engaged in international air services by the designated airlines of the other Party;
- b) Spare parts and regular aircraft equipment introduced into the territory of a Party for the maintenance or repair of aircraft used on international air services by the designated airlines of the other Party;
- c) Fuel lubricants and other consumable technical supplies intended to supply outbound aircraft operated on international air services by the designated airlines of the other Party, even when these supplies are to be used on the part of the journey performed over the territory of the Party in which they are taken aboard.

3. All materials referred to in paragraph 2 of this Article may be required to be kept under customs supervision or control.

4. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of the designated airlines of either Party, may be unloaded in the territory of the other 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.

5. 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 items specified in paragraphs 1 and 2 of this Article, provided such other airline or airlines similarly enjoy such exemptions from such other Party.

ARTICLE 7 USER CHARGES

1. Each Party may impose or permit to be imposed just and reasonable charges for the use of airports, other facilities and air navigation services under its control.

2. Neither Party shall impose or permit to be imposed on the designated airlines of the other Party charges higher than those imposed on its own airlines engaged in similar international services.

3. Such charges shall be just and reasonable and shall be based on sound economic principles.

ARTICLE 8
TRAFFIC IN DIRECT TRANSIT

Traffic in direct transit across the territory of either Party and not leaving the area of the airport reserved for such purpose shall, except in respect of security measures against the threat of unlawful interference, such as violence and air piracy and occasional measures for the combat of illicit drug traffic, be subject to no more than a simplified control. Baggage and cargo in direct transit shall be exempt from custom duties, charges and other similar taxes.

ARTICLE 9
RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licences issued, or rendered valid, in accordance with the rules and procedures of one Party and still in force shall be recognised as valid by the other Party for the purpose of operating the agreed services, provided always that the requirements under which such certificates and licences were issued, or rendered valid, are equal to or above the minimum standards established pursuant to the Convention.
2. Paragraph 1 also applies with respect to an airline designated by the Portuguese Republic whose regulatory control is exercised and maintained by another EU Member State.
3. Each Party, however, reserves the right to refuse to recognize, for flights above its own territory, certificates of competency and licences granted or validated to its own nationals by the other Party or by any other State.

ARTICLE 10
COMMERCIAL REPRESENTATION

1. The designated airlines of each Party shall be allowed:
 - a) To establish in the territory of the other Party, in accordance with the laws and regulations of that other Party, offices for the promotion of air transportation and sale of air tickets as well as other facilities required for the provision of air transportation;
 - b) To bring in and maintain in the territory of the other Party – in accordance with the laws and regulations of such other Party relating to entry, residence and employment - managerial, sales, technical, operational and other specialist staff required for the provision of air transportation; and
 - c) In the territory of the other Party to engage directly and, at the airlines discretion, through its agents in the sale of air transportation.

2. The competent authorities of each Party will take all reasonable steps to ensure that the representatives of the airlines designated by the other Party are able to carry out their activities (in relation to paragraph 1 above) within the territory of the first Party in an orderly manner without unnecessary disruption or bureaucratic delays.

ARTICLE 11 COMMERCIAL ACTIVITIES

The designated airlines of each Party shall have the right to sell, in the territory of the other Party, air transportation and any person shall be free to purchase such transportation in the currency of that territory or in freely convertible currencies of other countries in accordance with the foreign exchange regulations in force.

ARTICLE 12 CONVERSION AND TRANSFER OF REVENUES

Each Party grants to the designated airlines of the other Party the right of free transfer at the official rate of exchange, of the excess of receipts over expenditures achieved in connection with the carriage of passengers, baggage, cargo and mail on the agreed services in the territory of the other Party.

ARTICLE 13 CAPACITY

1. There shall be fair and equal opportunity for the designated airlines of both Parties to operate the agreed services on the specified routes between their respective territories.

2. Each Party shall endeavour to take appropriate action within its jurisdiction to eliminate discrimination or unfair competition.

3. Neither Party shall unilaterally limit the volume of traffic frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

4. Neither 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 the capacity, frequency or traffic which would be inconsistent with the purpose of this Agreement.

ARTICLE 14
NOTIFICATION OF SCHEDULES & CONDITIONS OF OPERATION

1. The time-tables of the agreed services and in general the conditions of their operation shall be notified by the designated airlines of a Party to the aeronautical authorities of the other Party at least thirty (30) days before the intended date of their implementation. Any significant modification to such time-tables or conditions of their operation shall also be notified to the aeronautical authorities in the same way. In special cases, the time limit set above may be reduced subject to the agreement of the said authorities.

2. For minor modifications or in case of supplementary flights, the designated airlines of one Party shall also notify the aeronautical authorities of the other Party, at least four-working days before their intended operation. In special cases, this time limit may be reduced subject to agreement of the said authorities.

ARTICLE 15
SAFETY

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

2. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the 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 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 Article 4 of this Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any aircraft operated by the designated airlines of one Party on services to or from the territory of the other Party may, while within the territory of the other Party, be made the subject of an examination by the authorized 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 (called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives rise to 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 Convention, or 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.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by a designated airline of one Party in accordance with paragraph 3 above is denied by the representative of that designated airline the other 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 Party reserves the right to suspend or vary the operating authorization of the designated airline of the other Party immediately in the event the first 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 the airlines' operation.

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

ARTICLE 16 REGULATORY CONTROL

Where Portugal has designated an airline whose regulatory control is exercised and maintained by another EU Member State, the rights of Singapore under Article 15 of this Agreement shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other EU Member State and in respect of the operating authorisation of that airline.

ARTICLE 17 SECURITY

1. Consistent with their rights and obligations under international law, the 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 Parties shall in particular act in conformity with the provisions of:

- a) The Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963;
- b) The Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970;
- c) The Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, and its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988;
- d) The Convention on the Marking of Plastic Explosives for the Purpose of

Detection, signed at Montreal on 1 March 1991;

and any aviation security agreement that becomes binding on both Parties.

2. The Parties shall, in their mutual relations, act as a minimum, in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory or are established in their territory under the **EU Treaties** and have received valid operating licences in accordance with **European Union Law** and the operators of airports in their territory act in conformity with such aviation security provisions.

3. The 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.

4. Each Party agrees that such operators of aircraft shall be required to observe the aviation security provisions referred to in paragraph 2 above required by the other Party for entry into the territory of that other Party and also for departure from, or while within, the territory of the Republic of Singapore. For departure from, or while within, the territory of the Portuguese Republic, operators of aircraft shall be required to observe aviation security provisions in conformity with **European Union law**. 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 and aircraft stores prior to and during boarding or loading. Each Party shall also give sympathetic consideration to any request from the other 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 Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

6. When a Party has reasonable grounds to believe that the other Party has departed from the provisions of this Article, the first Party may request consultations. Such consultations shall start within fifteen (15) days of receipt of such a request from either Party. Failure to reach a satisfactory agreement within fifteen (15) days from the start of consultations shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the airline or airlines designated by the other Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Party may take interim action at any time.

ARTICLE 18
PROVISION OF STATISTICS

The aeronautical authorities of one Party shall supply the aeronautical authorities of the other Party, at their request, with such statistics as may be reasonably required for information purposes.

ARTICLE 19
TARIFFS

1. Tariffs for international air transport operated pursuant to this Agreement shall not be required to be filed with the aeronautical authorities of either Party.

2. The Parties acknowledge that market forces shall be the primary consideration in the establishment of tariffs for air transportation. Without limiting the application of general competition and consumer law in each Party, consultations may be initiated by either Party in accordance with Article 20 for the:
 - a) prevention of unreasonably discriminatory tariffs or practices;
 - b) protection of consumers from tariffs that are unreasonably high or restrictive because of the abuse of a dominant position or due to concerted practices among air carriers;
 - c) protection of airlines from tariffs to the extent that they are artificially low because of direct or indirect governmental subsidy or support; and
 - d) protection of airlines from tariffs that are artificially low, where evidence exists as to an intent of eliminating competition.

3. Notwithstanding the above provisions, the tariffs to be charged by the designated airline(s) of both Parties for carriage wholly within the European Union shall be subject to European Union law, which shall be applied on a non-discriminatory basis.

ARTICLE 20
CONSULTATIONS

1. Either Party may at any time request consultations on the implementation, interpretation or application of this Agreement or compliance with this Agreement.

2. Such consultations shall begin within a period of forty five (45) days from the date the other Party has received the written request, unless some shorter time frame is provided for in this Agreement or the Parties agree otherwise.

ARTICLE 21 AMENDMENTS

1. If either Party considers it desirable to modify any provision of this Agreement, it may at any time request consultation with the other Party. Such consultation shall begin within a period of sixty (60) days from the date the other Party has received the written request.
2. The amendments resulting from the consultations referred to in paragraph 1 shall enter into force in the same manner as set out in Article 26.

ARTICLE 22 CONFORMITY WITH MULTILATERAL CONVENTIONS

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

ARTICLE 23 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 endeavour to settle it by negotiation through diplomatic channels.
2. If the Parties fail to reach a settlement by negotiation, they may refer the dispute to any agreed third party body for a decision, or the dispute may at the request of either Party be submitted for decision to an arbitral tribunal of three arbitrators, one to be nominated by each Party and the third to be appointed by the two so nominated.
3. Each of the Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Party from the other of a notice through diplomatic channels requesting arbitration, and the third arbitrator, who shall not be a national of either Party, shall be appointed within a further period of sixty (60) days.
4. If either of the Parties fails to nominate an arbitrator within the period specified or the third arbitrator is not appointed, the President of the Council of the International Civil Aviation Organization (or if the President is of the same nationality as one of the Parties, the most senior Vice- President who is not disqualified on that ground) may be requested by either Party to appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as president of the arbitral body.
5. Except, as otherwise agreed, the arbitration tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure. At the direction of the tribunal or at the request of either of the Parties, a conference to

determine the precise issues to be arbitrated and the specific procedures to be followed shall be held no later than fifteen (15) days after the tribunal is fully constituted.

6. The decision of the majority of the tribunal shall prevail.
7. The Parties undertake to comply with any decision given under this Article.
8. If and so long as either Party or the designated airlines of either Party fail to comply with the decision given under paragraph 2 of this Article, the other Party may limit, withhold, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Party in default or to the designated airline or airlines in default.
9. Each Party shall bear the costs of the arbitrator appointed by it. The other expenses of the arbitral tribunal, or the costs of the agreed third-party referred to in paragraph 2, shall be shared equally by the Parties.

ARTICLE 24 DURATION AND TERMINATION

1. This Agreement shall remain in force for an undetermined period.
2. Each Party may, at any time, terminate this Agreement.
3. The termination must be notified to the other Party through diplomatic channels and, simultaneously, to the International Civil Aviation Organisation. The termination shall take effect twelve (12) months after the receipt of the notification by the other Party.
4. In the absence of acknowledgement of receipt by the other Party, the notice shall be deemed to have been received fourteen (14) days after receipt of the notice by the International Civil Aviation Organisation.

ARTICLE 25 REGISTRATION

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

ARTICLE 26
ENTRY INTO FORCE

This Agreement shall enter into force thirty (30) days after the date both Parties have notified each other, through diplomatic channels, that all the internal procedures required for that purpose have been fulfilled.

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

Done in Singapore on the 28 of May of 2012, in the English and Portuguese languages, both texts being equally authentic. In case of divergence of interpretation, the English version shall prevail.

FOR THE PORTUGUESE
REPUBLIC

FOR THE REPUBLIC OF
SINGAPORE

José de Almeida Cesário
Secretary of State of Portuguese
Communities Abroad

Masagos Zulkifli Bin
Masagos Mohamad
Minister of State
Ministry of Home Affairs & Ministry of
Foreign Affairs

ANNEX

1. Route Schedule

Section 1

Routes to be operated in both directions by the designated airlines of the Portuguese Republic:

Points in Portugal	Intermediate Points	Points in Singapore	Beyond Points
Any points	Any intermediate points	Any points	Any beyond points

Section 2

Routes to be operated in both directions by the designated airlines of the Republic of Singapore:

Points in Singapore	Intermediate Points	Points in Portugal	Beyond Points
Any points	Any intermediate points	Any points	Any beyond points

2. Operational Flexibility

Each designated airline may, on any or all flights and at its option:

- a) Combine different flight numbers within one aircraft operation;
- b) Serve intermediate and beyond points and points in the territories of the Parties on the routes in any combination and in any order;
- c) Omit stops at any point or points;
- d) Transfer traffic from any of its other aircraft at any point on the routes;

without directional or geographical limitation and without loss of any right to carry traffic otherwise permissible under this Agreement, provided that the service serves a point in the territory of the Party designating the airline.

3. Routing, Capacity and Traffic Rights

With effect from the beginning of IATA Scheduling Season for Northern Summer 2010 (“IATA Summer 2010”):

The designated airlines of the Parties shall be allowed to exercise unlimited third, fourth and fifth freedom traffic rights, on the specified routes, with unlimited frequencies and capacities, and with any aircraft type.

Prior to IATA Summer 2010:

(i) With respect to all-cargo services, the designated airlines of each Party shall be allowed to exercise full third, fourth and fifth freedom traffic rights, on the specified routes, with unlimited frequencies and capacities, and with any aircraft type.

(ii) With respect to passenger services, the designated airlines of each Party shall be allowed to exercise:

(a) full third and fourth freedom traffic rights, on the specified routes, with unlimited frequencies and capacities, and with any aircraft type.

(b) full fifth freedom traffic rights on the specified routes, with unlimited frequencies and capacities, and with any aircraft type, on sectors which are not served by the airlines of the other Party. Should the airlines of the other Party commence operations on the said sector(s), the Parties shall consult to discuss the exercise of 5th freedom traffic rights on the said sector(s). Such consultations may be conducted through correspondence.

4. Cooperative Marketing Arrangements

In operating or holding out the agreed services on the specified routes, the airlines of one Party may enter into co-operative marketing arrangements such as code-sharing with:

- an airline or airlines of either Party; and
- an airline or airlines of a third country, provided that such third country authorizes or allows comparable arrangements between the airlines of the other Party and other airlines on services to, from and via such third country;

provided that all airlines in such arrangements hold the appropriate authority and meet the requirements normally applied to such arrangements.

Signed cooperative marketing arrangements between airlines in this regard shall be filed with both Aeronautical Authorities prior to the introduction of any cooperative marketing arrangements and shall be subject to review by the Aeronautical Authorities if the cooperative marketing arrangements are inconsistent with this Agreement or with any applicable domestic laws and regulations.

When booking, issuing, selling tickets and at check-in on services pursuant to any code-share agreement, the marketing carrier shall advise its passengers of which airline will actually operate each sector of the service.

5. Leasing

Either Party may prevent the use of leased aircraft for services under this Agreement which does not comply with Articles 15, 16 and 17 of this Agreement.

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

6. Intermodal Transport

Subject to the laws and regulations of each Party, the designated airlines shall be permitted to employ, in connection with air transport, any intermodal transport to or from any points in the territories of the Parties or third countries. Airlines may elect to perform their own intermodal transport or to provide it through arrangements, including code share, with other carriers. Such intermodal services may be offered as a through service and at a single price for the air and intermodal transport combined, provided that passengers and shippers are informed as to the providers of the transport involved. This clause does not in any way confer the right of cabotage.