



AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT

OF

THE UNITED ARAB EMIRATES

AND

THE GOVERNMENT

OF

**HIS MAJESTY THE SULTAN AND YANG
DI-PERTUAN OF BRUNEI DARUSSALAM**

TRUE COPY



صورة طبق الاصل



RA



The Government of the United Arab Emirates and the Government of the His Majesty the Sultan and Yang Di-Pertuan of Brunei Darussalam (hereinafter referred to as, "the Parties");

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

Desiring to facilitate the expansion of international air transport opportunities;

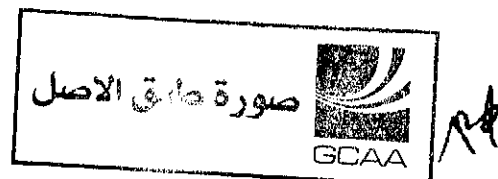
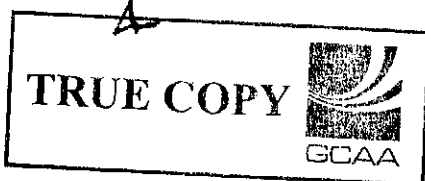
Recognizing that efficient and competitive international air services enhance trade, benefit consumers, and promote economic growth;

Desiring to make it possible for airlines to offer the travelling and shipping public a variety of service options 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 transportation, and undermine public confidence in the safety of civil aviation; and

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

Have agreed as follows:

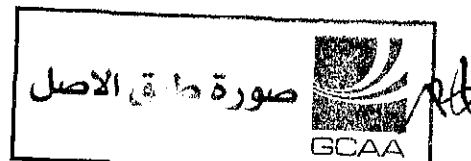
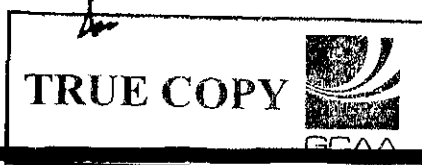




Article 1 Definitions

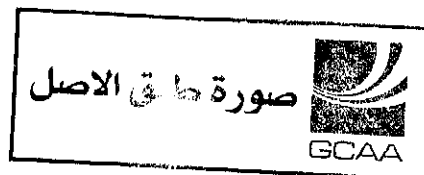
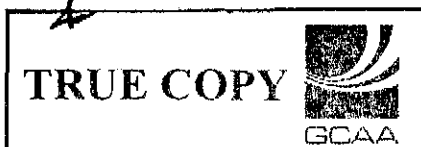
For the purposes of this Agreement, unless otherwise stated, the term:

1. "Aeronautical Authorities" means in the case of The Government of the United Arab Emirates, the Minister of Communications and any person or body authorized to perform any functions at present exercisable by him or similar functions, and in the case of The Government of His Majesty The Sultan and Yang Di-Pertuan of Brunei Darussalam, The Minister of Communications and any person or body authorised to perform any functions presently exercisable by him or similar functions;
2. "Agreement" means this Agreement and any amendments thereto;
3. "Air transportation" 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 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 Parties;
5. "Designated airline" means an airline designated and authorized in accordance with Article 3 of this Agreement;
6. "Full cost" means the cost of providing service, including a reasonable amount for administrative overhead;
7. "International air transportation" means air transportation that passes through the airspace over the territory of more than one State;
8. "Price" means any fare, rate or charge for the carriage of passengers, baggage and/or cargo (excluding mail) in air transportation, including surface transportation in connection with international air transportation, if applicable, 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 transportation;
10. "Territory" means the land areas under the sovereignty, jurisdiction, authority, administration, protection, or trusteeship of a Party, and the territorial waters adjacent thereto; and
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.

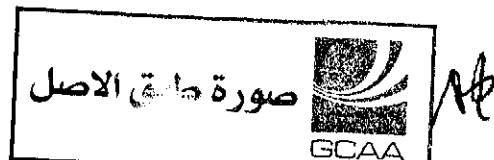
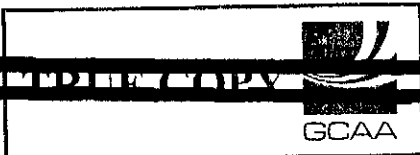


MP



Article 2 Grant of Rights

1. Each Party grants to the other Party the following rights for the conduct of international air transportation by the 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 perform scheduled and charter international air transportation between points on the following routes exercising full traffic rights:
 - i. from points behind the territory of the Party designating the airline via the territory of that Party and any intermediate points to any point or points in the territory of the other Party and beyond;
 - ii. for all-cargo services, between the territory of the Party granting the right and any point or points; 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 behind, 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 point on the routes;
 - f. serve points behind any point or points in its territory with or without change of aircraft or flight number and hold out and advertise such services to the public as through services;





- g. make stopovers at any points whether within or outside the territory of the other Party;
- h. carry transit traffic through the other Party's territory; and
- i. 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; provided that, with the exception of all-cargo services, the service serves a point in the territory of the Party designating the airline.

3. On any segment or segments of the routes above, any designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated; provided that, with the exception of all-cargo services, in the outbound direction, the transportation beyond such point is a continuation of the transportation from the territory of the Party that has designated the airline and, in the inbound direction, the transportation to the territory of the Party that has designated the airline is a continuation of the transportation from beyond such point.

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

TRUE COPY



صورة مطابقة الاصل

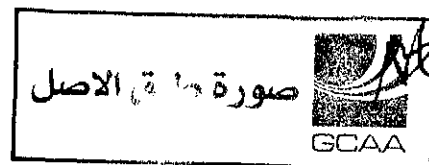




Article 3 Designation and Authorization

1. Each Party shall have the right to designate as many airlines as it wishes to conduct international air transportation in accordance with this Agreement and to withdraw or alter such designations. Such designations shall be transmitted to the aeronautical authorities of the other Party in writing through diplomatic channels and shall specify the scope of the authority granted to the airline so designated.
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 aeronautical authorities of the other Party shall grant appropriate authorizations and permissions with minimum procedural delay, provided that:
 - a. effective control of that airline is vested in the designating Party, its nationals, or both;
 - b. the airline is incorporated in and has its principal place of business in the territory of the Party designating the airline;
 - c. the airline is qualified to meet the conditions prescribed under the laws, regulations, and rules normally applied to the operation of international air transportation by the Party considering the application or applications; and
 - d. the Party designating the airline is in compliance with the provisions set forth in Article 6 (Safety) and Article 7 (Aviation Security) of this Agreement.
3. Nothing in this Agreement shall be deemed to affect a Party's laws and regulations concerning the ownership and control of airlines that it designates. Acceptance of such designations by the other Party shall be subject to paragraph 2.

f





Article 4 Revocation of Authorization

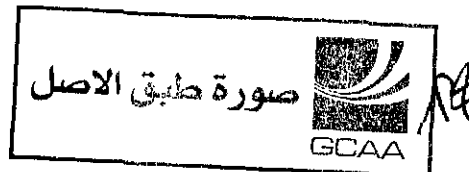
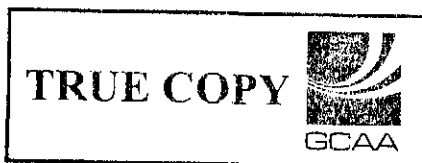
1. Either Party may withhold, revoke, suspend, limit or impose conditions on the operating authorizations or technical permissions of an airline designated by the other Party where:

- a. effective control of that airline is not vested in the designating Party, its nationals, or both;
- b. that airline is not incorporated or does not have its principal place of business in the territory of the party designating the airline;
- c. that airline has failed to comply with the laws, regulations, and rules referred to in Article 5 (Application of Laws) of this Agreement; or
- d. the other Party is not maintaining and administering the standards as set forth in Article 6 (Safety) of this Agreement.

2. Unless immediate action is essential to prevent further non-compliance with subparagraphs 1(c) or 1(d) of this Article, the rights established by this Article shall be exercised only after consultation with the other Party.

3. This Article does not limit the rights of either Party to withhold, revoke, suspend, limit or impose conditions on the operating authorization or technical permission of an airline or airlines of the other Party in accordance with the provisions of Article 7 (Aviation Security) of this Agreement.

4

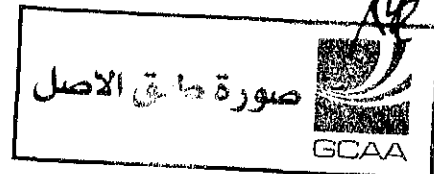
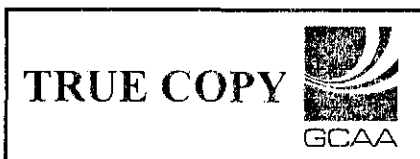




Article 5 Application of Laws

1. While entering, within, or leaving the territory of one Party, its laws, regulations and rules relating to the operation and navigation of aircraft shall be complied with by the other Party's airlines.
2. While entering, within, or leaving the territory of one Party, its laws, regulations and rules 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 Party's airlines.
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 transport in the application of its laws and regulations provided for in this Article.
4. Passengers, baggage and cargo in direct transit through the territory of either Party and not leaving the area of the airport reserved for such purpose shall not undergo any examination except for reasons of aviation security, narcotics control, prevention of illegal entry or in special circumstances. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

4



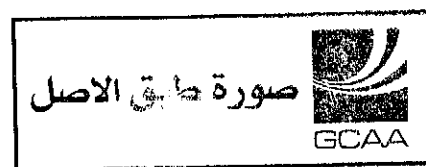
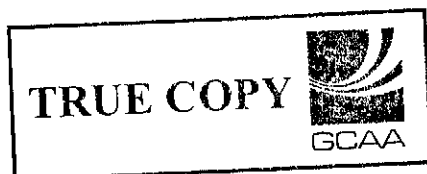


Article 6 Safety

1. Each Party shall recognize as valid, for the purpose of operating the air transportation provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards that may be established pursuant to the Convention. Each Party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted or validated for its own nationals by the other Party.

2. Either Party may request consultations concerning the safety standards maintained by the other Party relating to aeronautical facilities, aircrews, aircraft, and operation of the designated airlines. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards and requirements in these areas that at least equal the minimum standards that may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards, and the other Party shall take appropriate corrective action. Each Party reserves the right to withhold, revoke, suspend, or limit or impose conditions on the operating authorization or technical permission of an airline or airlines designated by the other Party in the event the other Party does not take such appropriate corrective action within a reasonable time.

4





Article 7 Aviation Security

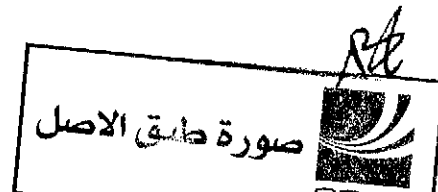
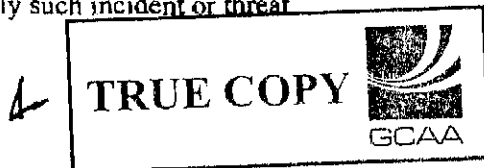
1. In accordance with their rights and obligations under international law, the Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, done at Tokyo on September 14, 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, done at The Hague on December 16, 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on September 23, 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, done at Montreal on February 24, 1988, and any other multilateral agreement governing civil aviation security binding upon the Parties.

2. The Parties shall provide upon request all necessary assistance 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 Parties shall, in their mutual relations, act in conformity with the aviation security standards and appropriate recommended practices established by the International Civil Aviation Organization and designated as Annexes to the Convention; they shall require that operators of aircraft 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.

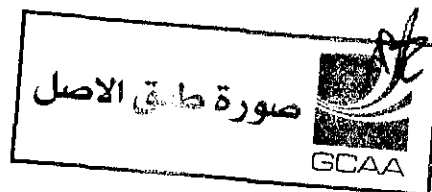
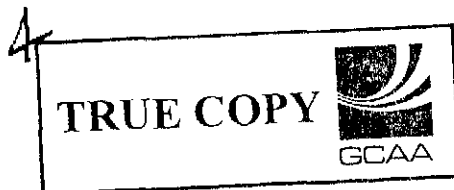
4. Each Party shall observe the security provisions required by the other Party for entry into, for departure from, and while within the territory of that other Party and each Party shall ensure that adequate measures are effectively applied within its territory to protect aircraft and to inspect passengers, crew, and their baggage and carry-on items, as well as cargo and aircraft stores, prior to and during boarding or loading. Each Party shall also give positive consideration to any request from another 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 passengers, crew, aircraft, 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.





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

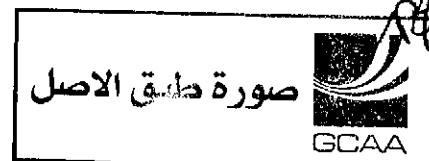
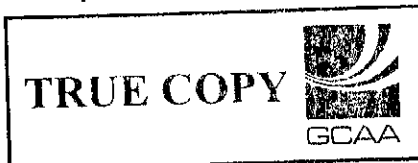




Article 8 Commercial Opportunities

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 as well as other ancillary products and facilities required for the provision 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 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 freely remit, 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; and
 - d. pay for local expenses, including purchases of fuel, in the territory of the other Party in local currency. At their discretion, the 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:
 - a. 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;
 - b. to perform their own ground-handling in the territory of the other Party ("self-handling") or, at their option, select among competing agents for such services in whole or in part. The rights shall be subject only to physical constraints resulting from considerations of airport safety. Where such considerations preclude self-handling, ground services shall be available on an equal basis to all airlines; charges shall be based on the costs of services provided; and such services shall be comparable to the kind and quality of services as if self-handling were possible; and

4





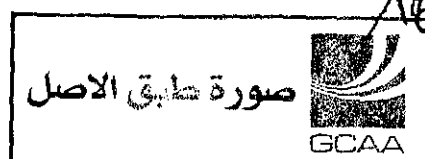
c. in operating or holding out the authorized services on the agreed routes, to enter into cooperative marketing arrangements such as blocked-space, code-sharing or leasing arrangements, with:

- i. an airline or airlines of either Party;
- ii an airline or airlines of a third country; and

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

3. Notwithstanding any other provision of this Agreement, airlines and indirect providers of cargo transportation of both 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. 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 not misled as to the facts concerning such transportation.

4





Article 9
Customs Duties and Charges

1. On arriving in the territory of one Party, aircraft operated in international air transportation by the designated airline or airlines of the other Party, their regular equipment, ground equipment, fuel, lubricants, consumable technical supplies, spare parts (including engines), aircraft stores (including but not limited to such items of food, beverages and liquor, tobacco and other products destined for sale to or use by passengers in limited quantities during flight), and other items intended for or used solely in connection with the operation or servicing of aircraft engaged in international air transportation shall be exempt, on the basis of reciprocity, from all import restrictions, property taxes and capital levies, customs duties, excise taxes, and similar fees and charges that are (i) imposed by the national or central authorities, and (ii) not based on the cost of services provided, provided that such equipment and supplies remain on board the aircraft.

2. There shall also be exempt, on the basis of reciprocity, from the taxes, levies, duties, fees and charges referred to in paragraph 1 of this Article, with the exception of charges based on the cost of the service provided:

- a. aircraft stores introduced into or supplied in the territory of a Party and taken on board, within reasonable limits, for use on outbound aircraft of airlines of the other Party engaged in international air transportation, even when these stores are to be used on a part of the journey performed over the territory of the Party in which they are taken on board;
- b. ground equipment and spare parts (including engines) introduced into the territory of a Party for the servicing, maintenance, or repair of aircraft of airlines of the other Party used in international air transportation;
- c. fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Party for use in an aircraft of airlines of the other Party engaged in international air transportation, even when these supplies are to be used on a part of the journey performed over the territory of the Party in which they are taken on board;
- d. promotional and advertising materials introduced into or supplied in the territory of one Party and taken on board, within reasonable limits, for use on outbound aircraft of an airline of the other Party engaged in international air transportation, even when these stores are to be used on a part of the journey performed over the territory of the Party in which they are taken on board, and

A

TRUE COPY



GCAA

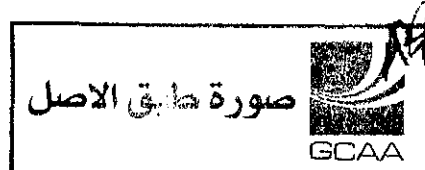
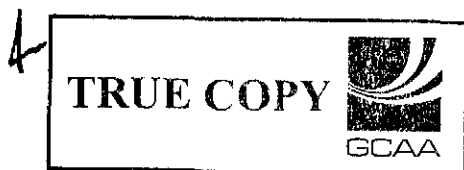
صورة طبق الاصل



GCAA



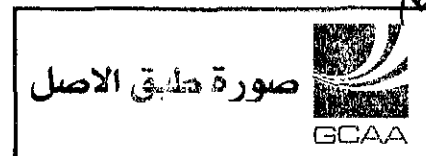
- e. printed ticket stock, air waybills, staff uniforms, computers and ticket printers used by the designated airline for reservations and ticketing, any printed material which bears the insignia of the designated airline printed thereon and usual publicity and promotional materials distributed free of charge by such designated airline which are introduced into the territory of the other Party.
3. Equipment and supplies referred to in paragraphs 1 and 2 of this Article may be required to be kept under the supervision or control of the appropriate authorities.
4. The exemptions provided by this Article shall also be available where the designated airlines of one Party have contracted with another airline, which similarly enjoys such exemptions from the other Party, for the loan or transfer in the territory of the other Party of the items specified in paragraphs 1 and 2 of this Article.





Article 10 User Charges

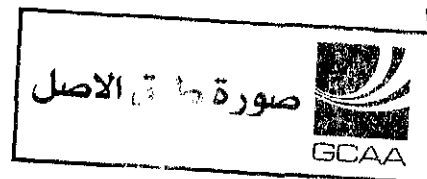
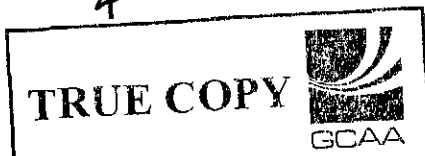
1. User charges that may be imposed by the competent charging authorities or bodies of each Party on the airlines of the other Party shall be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users. In any event, any such user charges shall be assessed on the airlines of the other Party on terms not less favourable than the most favourable terms available to any other airline at the time the charges are assessed.
2. User charges imposed on the airlines of the other 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 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 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 Party shall be held, in dispute resolution procedures pursuant to Article 15 of this Agreement, to be in breach of a provision of this Article, unless (i) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Party within a reasonable amount of time; or (ii) 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

1. Each Party shall allow a fair and equal opportunity for the designated airlines of both Parties to compete in providing the international air transportation governed by this Agreement.
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, 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.
3. 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 capacity, frequency or traffic.
4. Neither Party shall require the filing of schedules, programs for charter flights, or operational plans by 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.
5. Subject to the provisions of this Agreement, neither Party may apply its laws, regulations, and rules to restrict the operation or sale of the charter international air transportation provided for in this Agreement, except that the Parties may require compliance with their own requirements relating to the protection of charter passenger funds and charter passenger cancellation and refund rights.
6. Each Party shall apply the code of conduct formulated by the International Civil Aviation Organisation for the regulation and operation of Computer Reservations Systems (CRSs) within its territory, consistent with other applicable regulations and obligations concerning CRSs.





Article 12 Pricing

1. Each Party shall allow prices for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Parties shall be limited to:

- a. prevention of unreasonably discriminatory prices or practices;
- b. protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and
- c. protection of airlines from prices that are artificially low due to direct or indirect governmental subsidy or support.

2. Each party may require notification to or filing with its aeronautical authorities of prices to be charged to or from its territory by airlines of the other Party. Notification or filing by the airlines of both Parties may be required no more than thirty (30) days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required. Neither Party shall require the notification or filing by airlines of the other Party of prices charged by charterers to the public, except as may be required on a non-discriminatory basis for information purposes.

3. Neither Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by (a) an airline of either Party for international air transportation between the territories of the Parties, or (b) an airline of one Party for international air transportation between the territory of the other Party and any other country, including in both cases transportation on an interline or intraline basis. If either Party believes that any such price is inconsistent with the considerations set forth in paragraph (1) of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than thirty (30) days after receipt of the request, and the Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. Without such mutual agreement, the price shall go into effect or continue in effect.


A


AK



**Article 13
Consultations**

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

A
TRUE COPY 
GCAA

صورة متفق الاصل 
GCAA



**Article 14
Amendment**

Either Party may at any time request consultations pursuant to Article 13 of this Agreement, for the purpose of discussing amendments to this Agreement. Any amendment agreed between the Parties shall enter into force as agreed between the Parties.

A

TRUE COPY



GCAA

صورة طبق الاصل

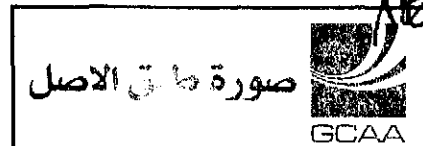
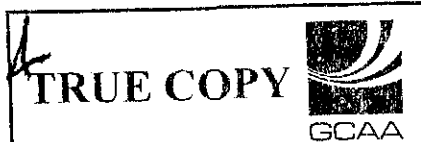


GCAA



Article 15 Settlement of Disputes

1. Any dispute arising under this Agreement that is not resolved by a first round of formal consultations may be referred by agreement of the Parties to some person or body for decision. If the Parties do not so agree, the dispute shall, at the request of either 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 thirty (30) days after the receipt of a request for arbitration, each Party shall name one arbitrator. Within sixty (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 Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with subparagraph (a) of this paragraph, either Party may request the President of the Council of the International Civil Aviation Organization to appoint the necessary arbitrator or arbitrators within thirty (30) days. If the President of the Council is of the same nationality as one of the 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 Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than fifteen (15) days after the tribunal is fully constituted.
4. Except as otherwise agreed or as directed by the tribunal, each Party shall submit a memorandum within forty-five (45) days of the time the tribunal is fully constituted. Replies shall be due sixty (60) days later. The tribunal shall hold a hearing at the request of either Party or on its own initiative within fifteen (15) days after replies are due.
5. The tribunal shall attempt to render a written decision within thirty (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.



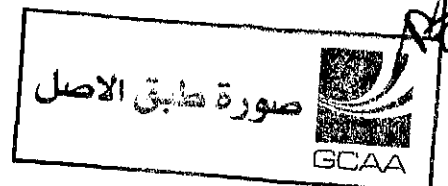


6. The Parties may submit requests for clarification of the decision within fifteen (15) days after it is rendered and any clarification given shall be issued within fifteen (15) days of such request.

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

8. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the Council of the International Civil Aviation Organization in connection with the procedures of paragraph (2)(b) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

h

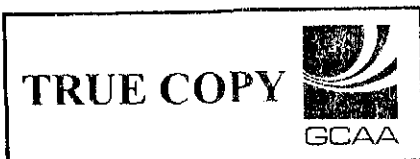




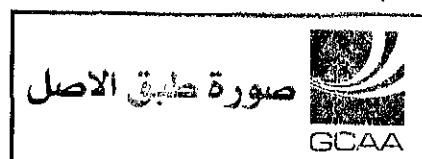
Article 16 Termination

Either Party may, at any time, give notice in writing to the other Party 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 Party) immediately before the first anniversary of the date of receipt of such notice by the other Party, unless the notice is withdrawn before then by agreement of the Parties. In the absence of acknowledgement of receipt by the other Party, notice shall be deemed to have been received fourteen (14) days after the date it was received by the International Civil Aviation Organisation.

h



At





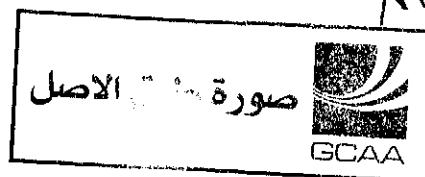
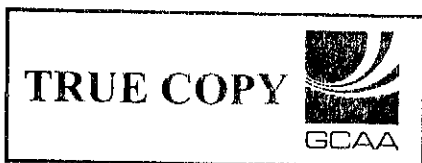
Article 17
Registration with ICAO

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

2. In the event of the conclusion of any general multilateral convention or agreement concerning air transport by which both Parties become bound, this Agreement shall be amended as necessary so as to conform with the provisions of such convention or agreement.

1

1





**Article 18
Entry Into Force**

This Agreement shall be provisionally applied from the date of signature and shall enter into force upon exchange of a diplomatic note confirming that each party has completed all its necessary internal procedures. Upon entry into force, this Agreement shall supersede the Air Services Agreement between the Government of His Majesty the Sultan and Yang Di-Pertuan of Brunei Darussalam and the Government of the United Arab Emirates signed at Abu Dhabi on 29 March 1993.

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

DONE at Dubai, this 19th day of April, 2005, in duplicate in three originals in the Arabic, English and Malay languages, all three texts being equally authentic. In case of divergence of interpretation, the English language text shall prevail.

For the Government of the United
Arab Emirates

**ENGINEER/ SULTAN SAEED
AL MANSOORI
MINISTER OF
COMMUNICATIONS**

For the Government of His
Majesty the Sultan and Yang Di-
Pertuan of Brunei Darussalam

**PEHIN ABU BAKAR APONG
MINISTER OF HEALTH**

TRUE COPY



صورة طبق الاصل

