



**AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE AND
THE GOVERNMENT OF THE REPUBLIC OF UZBEKISTAN
FOR AIR SERVICES**

The Government of the Republic of Singapore and the Government of the Republic of Uzbekistan (hereinafter referred to as the "Contracting Parties") being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories,

have agreed as follows:

ARTICLE 1

DEFINITIONS

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

- a) the term "the Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof, insofar as these have become effective for both Contracting Parties;
- b) the term "aeronautical authorities" means, in the case of the Republic of Uzbekistan, the Chief of the State Inspection of the Republic of Uzbekistan for Flight Safety Oversight and, in the case of the Republic of Singapore, the Minister for Transport, the Civil Aviation Authority of Singapore, or, in both cases, any person or body authorised to perform any functions at present exercised by the said authorities or similar functions;
- c) the term "designated airline" means an airline or airlines which one Contracting Party has designated and authorised, in accordance with Article 3 of this Agreement;
- d) the term "territory" in relation to a State has 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" have the meanings assigned to them in Article 96 of the Convention;
- f) the term "Annex to this Agreement" means the Route Schedules to this Agreement or as amended in accordance with Article 18 of this Agreement. The "Annex to this Agreement" shall form an integral part of this Agreement and all references to the Agreement shall include references to the Annex unless otherwise provided;

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for Director-General of Civil Aviation
Singapore

- g) the term "tariff" means 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 exchange;
- h) the term "user charges" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities, of air navigation facilities or of aviation security facilities and services, including related services and facilities for aircraft, their crews, passengers and cargo.

ARTICLE 2

TRAFFIC RIGHTS AND PRIVILEGES

- 1) Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of operating air services on the routes specified in the Schedules of the Annex to this Agreement (hereinafter called "the agreed services" and "the specified routes").
- 2) Each Contracting Party, subject to the provisions of this Agreement, grants to the other Contracting Party the following rights in respect of the international air services conducted by the airline or airlines designated by the other Contracting Party:
 - a) the right to fly without landing across the territory of the other Contracting Party;
 - b) the right to make stops in the said territory for non-traffic purposes; and
 - c) the right to make stops at the point or points specified in the Route Schedule, which is annexed to this Agreement, for the purpose of taking on board and discharging international traffic in passengers, cargo and mail, separately or in combination.
- 3) Nothing in paragraph 2) shall be deemed to confer on the designated airline of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers, cargo or mail for remuneration and destined for another point in the territory of that other Contracting Party.

ARTICLE 3

OPERATING AUTHORISATION

- 1) Each Contracting Party shall have the right to designate, an airline or airlines for the purpose of operating the agreed services on the specified routes and to withdraw or alter such designations. Such designations, withdrawal or alteration shall be made in writing and shall be transmitted to the other Contracting Party through diplomatic channels.
- 2) On receipt of such designation, and application from the designated airline(s), in the form and manner prescribed for operating authorisation, the other Contracting Party shall, subject to the provisions of paragraphs 3) and 4) of this Article, without delay grant to the airline or airlines designated the appropriate operating authorisation.

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- 3) The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied by them in conformity with the provisions of the Convention to the operation of international commercial air services.
- 4) Each Contracting Party shall have the right to refuse to accept the designation of an airline, or to withhold or revoke the grant to an airline of the rights specified in paragraph 2) of Article 2 of this Agreement or to impose conditions as it may deem necessary on the exercise by an airline of those rights in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of the Contracting Party designating the airline; or in the event of the failure of the Contracting Party designating the airline to comply with the provisions set forth in Article 12 or Article 13.
- 5) At any time after the provisions of paragraphs 1) and 2) and 3) of this Article have been complied with, an airline so designated and authorised may begin to operate the agreed services.
- 6) Each Contracting Party shall have the right to suspend the rights specified in paragraph 2) of Article 2 of this Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those rights in any case where an airline fails to comply with the laws or regulations of the Contracting Party granting those rights or otherwise fails to operate in accordance with the conditions prescribed in this Agreement provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringements of laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

ARTICLE 4

EXEMPTION OF DUTIES AND TAXES

- 1) Aircraft operating on international services by the designated airline of either Contracting Party, as well as their regular equipment, spare parts, supplies of fuels and lubricants and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies 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) Supplies of fuels, lubricants, spare parts, regular equipment and aircraft stores introduced into the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party or taken on board the aircraft operated by such designated airline and intended solely for use in the operation of international services shall be exempt from all national duties and charges, including customs duties and inspection fees imposed in the territory of the first Contracting Party, even when these supplies are to be used on the parts of the journey performed over the territory of the Contracting Party in which they are taken on board. The materials referred to above may be required to be kept under customs supervision or control.

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- 3) The regular airborne equipment, spare parts, aircraft stores and supplies of fuels and lubricants retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that Party, who may require that these materials be placed under their supervision up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.
- 4) Fuel, lubricants, spare parts, regular aircraft equipment and aircraft stores taken on board the aircraft of one Contracting Party in the territory of the other Contracting Party and used solely on flights between two points in the territory of the latter Contracting Party shall be accorded with respect to customs duties, inspection fees and other similar national or local duties and charges, treatment not less favourable than that granted to the national airline of that Contracting Party.
- 5) Baggage and cargo in direct transit shall be exempt from duties and taxes, custom duties included.

ARTICLE 5

COMMERCIAL ACTIVITIES

- 1) Subject to the provisions of laws and regulations in force in the territory of each Contracting Party, an airline designated by one Contracting Party in accordance with Article 3, is entitled to maintain the technical, administrative and commercial personnel required for the operation of air services in accordance with the Annex to this Agreement and to establish and operate offices in the territory of the other Contracting Party.
- 2) Each designated airline of the Contracting Parties shall have the right to sell the air transportation in the currency of that territory and/or in freely convertible currencies, and any person shall be free to purchase such transportation in currencies accepted by that airline provided that when a sale of air transportation is made within the territory of a Contracting Party, the currency regulations of that Contracting Party may require that such sale be made in the local currency.

ARTICLE 6

CODE-SHARE

Any designated airline may, subject to applicable laws and regulations governing competition, enter into code-sharing arrangements with any other airline or airlines, provided that:

- (a) each flight forming part of a service to which the arrangements apply is operated by an airline entitled to operate that flight;
- (b) no service is held out by an airline of one state for the carriage of local passengers between a point in the territory of the other state and a point in a third state, or between two points in the territory of the other state, unless that airline is entitled to operate and carry local traffic between those two points in its own right; and
- (c) in respect of each ticket sold, the purchaser is informed at the point of sale which airline will operate each sector of the service.

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ARTICLE 7**LAWS AND REGULATIONS ON ENTRY AND DEPARTURE**

- 1) The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircraft engaged in international air navigation or flights of such aircraft over that territory shall apply to the designated airline of the other Contracting Party.
- 2) The laws and regulations of one Contracting Party governing entry into, sojourn in, and departure from its territory of passengers, crew, cargo or mail, such as formalities regarding entry, exit, emigration and immigration, as well as customs and sanitary measures shall apply to passengers, crew, cargo or mail carried by the aircraft of the designated airline of the other Contracting Party while they are within the said territory.
- 3) Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall only be subject to a very simplified control.
- 4) Neither Contracting Party may grant any preference to its own airline in relation to the designated airline of the other Contracting Party in the application of the laws and regulations referred to in paragraphs 1) and 2) of this Article.

ARTICLE 8**CAPACITY PROVISIONS**

- 1) Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air transportation it offers based on commercial considerations of the marketplace.
- 2) Neither Contracting 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 Contracting 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 Contracting Party shall impose on the other Contracting 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 purposes of this Agreement.

ARTICLE 9**TARIFFS**

- 1) The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operations, reasonable profit, characteristics of service (such as standards of speed and accommodation) and the tariffs of other airlines for any part of the specified route. These tariffs shall be fixed in accordance with the following provisions of this Article.

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- 2) The tariffs referred to in paragraph 1) of this Article, together with the rates of agency commission used in conjunction with them shall, if possible, be agreed in respect of each of the specified routes between the designated airlines concerned in consultation with other airlines operating over the whole or part of that route, and such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association.
- 3) Any proposed tariff to be charged for carriage between the Contracting Parties will be filed by or on behalf of the designated airline concerned with both aeronautical authorities at least 30 days (or such shorter period as both aeronautical authorities may mutually determine) before it is proposed that the tariff will take effect.
- 4) A tariff so filed may be approved at any time by the aeronautical authorities. However, subject to the next two following paragraphs, any such tariff will be treated as having been approved 21 days after the day on which the filing was received unless the aeronautical authorities of both Contracting Parties have informed each other in writing within 20 days of the filing being received by them that they do not approve the proposed tariff.
- 5) Nothing in paragraph 4) above will prevent the aeronautical authorities of either Contracting Party from unilaterally disallowing any tariff filed by one of its own designated airlines. However, such unilateral action will be taken only if it appears to those authorities either that a proposed tariff is excessive or that its application would constitute anti-competitive behaviour likely to cause serious damage to any other designated airline.
- 6) If the aeronautical authorities of either Contracting Party consider either that a proposed tariff filed with them by a designated airline of the other Contracting Party is excessive or that its application would constitute anti-competitive behaviour likely to cause serious damage to any other designated airline they may, within 20 days of receiving the filing, request consultations with the aeronautical authorities of the other Contracting Party. Such consultations will be completed within 21 days of being requested and the tariff will take effect at the end of that period unless the aeronautical authorities of both Contracting Parties mutually determine otherwise.
- 7) In the event that a tariff which has come into effect in accordance with the provisions above is considered by the aeronautical authorities of one Contracting Party to be causing serious damage to any designated airline, those aeronautical authorities may request consultations with the aeronautical authorities of the other Contracting Party.
- 8) When tariffs have been established in accordance with the provisions of this Article, these tariffs shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

ARTICLE 10

RECOGNITION OF CERTIFICATES AND LICENCES

Certificates of Airworthiness, Certificates of Competency and Licences issued or rendered valid by either Contracting Party shall, during the period of their validity, be recognized as valid by the other Contracting Party for the purpose of operating the agreed services, provided always that such certificates or licences were issued or validated, equal to, or above the minimum standards established under the Convention. Each Contracting Party reserves the right, however, not to

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recognize as valid, for the purpose of flights over its own territory, Certificates of Airworthiness, Certificates of Competency and Licences granted to its nationals or rendered valid for them by the other Contracting Party.

ARTICLE 11

USER CHARGES

Neither Contracting Party shall impose or permit to be imposed on a designated airline of the other Contracting Party user charges higher than those imposed on its own designated airline operating similar international air services.

ARTICLE 12

AVIATION SECURITY

- 1) Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970 and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on 23 September 1971 and any other convention relating to the security of civil aviation to which both Contracting Parties are party.
- 2) The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
- 3) The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organisation and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties; each Contracting Party shall require that operators of aircraft of their registry or operators 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. Accordingly each Contracting Party shall advise the other Contracting Party of any difference between its national regulations and practices and the aforementioned aviation security provisions. Either Contracting Party may request immediate consultations with the other Contracting Party at any time to discuss any such difference.
- 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 passengers, crew, their carry-on items as well as cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give positive consideration to any request from the other Contracting Party for special security measures to meet a particular threat to civil aviation.

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- 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 and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and with minimum risk to life such incident or threat thereof.
- 6) Each Contracting Party shall have the right, within sixty days following notice (or such shorter period as may be agreed between the aeronautical authorities), for its aeronautical authorities to conduct an assessment in the territory of the other Contracting Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the territory of the first Contracting Party. The administrative arrangements for the conduct of such assessments shall be agreed between the aeronautical authorities and implemented without delay so as to ensure that assessments will be conducted expeditiously.
- 7) When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the first Contracting Party may request consultations. Such consultations shall start within fifteen days of receipt of such a request from either Contracting Party. Failure to reach a satisfactory agreement within fifteen days from the start of consultations shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorisation(s) of the airline or airlines designated by the other Contracting Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Contracting Party may take interim action at any time."

ARTICLE 13

AVIATION SAFETY

- 1) Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.
- 2) If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer aviation safety standards in the areas referred to in paragraph 1 that meet the Standards established at that time pursuant to the Convention on International Civil Aviation (Doc 7300), the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO Standards. The other Contracting Party shall then take appropriate corrective actions within an agreed period of time.
- 3) Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of the other Contracting Party may while within the territory of the other Contracting Party be the subject of a search by the authorised representatives of the other Contracting Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the conditions of the aircraft conform to the Standards established at that time pursuant to the Convention.

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- 4) When urgent action is essential to ensure the safety of an airline operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party.
- 5) Any action by one Contracting Party in accordance with paragraph 4) of this Article shall be discontinued once the basis for the taking of that action ceases to exist.
- 6) With reference to paragraph 2) of this Article, if it is determined that one Contracting Party remains in non-compliance with ICAO Standards when the agreed period of time has lapsed, the Secretary General of ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

ARTICLE 14

TRANSFER OF FUNDS

Each Contracting Party shall permit airline(s) of the other Contracting Party to convert and remit abroad to the airline's(s') choice of State, on demand, all local revenues from the sale of air transport services and associated activities directly linked to air transport in excess of sums locally disbursed, with conversion and remittance permitted promptly without restrictions, discrimination or taxation in respect thereof at the rate of exchange applicable on the date of remittance. Currency regulations of the Contracting Party where the revenue is collected are applicable provided that such regulations do not restrict the rights of the airline(s) of the other Contracting Party granted under this Article.

ARTICLE 15

INFORMATION AND STATISTICS

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity on the agreed services by the designated airline of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by that designated airline on the agreed services.

ARTICLE 16

CONSULTATION

Either Contracting Party may at any time request consultations on any matter related to this Agreement. Such consultations shall begin within a period of sixty days from the date the other Contracting Party receives the request, unless otherwise agreed by the Contracting Parties.

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Singapore

ARTICLE 17

SETTLEMENT OF DISPUTES

- 1) Any dispute arising between the Contracting Parties relating to the interpretation or application of this Agreement shall be settled by direct negotiations between the aeronautical authorities of the Contracting Parties.
- 2) If the Contracting Parties fail to reach a settlement by negotiation under the provision of paragraph 1) of this Article, the dispute shall be settled through diplomatic channels.

ARTICLE 18

MODIFICATIONS

- 1) If either of the Contracting Parties considers it desirable to modify any provisions of this Agreement; it may at any time request consultation with the other Contracting Party. Such consultation shall begin within a period of sixty days from the date of receipt of such request.
- 2) Any modification to this Agreement if agreed between the Contracting Parties shall enter into force after they have been confirmed by an exchange of notes through diplomatic channels.

ARTICLE 19

MULTILATERAL CONVENTION

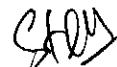
If a general multilateral air convention comes into force in respect of both Contracting Parties, the provisions of such convention shall prevail. Consultations in accordance with article 16 of this Agreement may be held with a view to determining the extent to which this agreement is affected by the provisions of the multilateral convention.

ARTICLE 20

TERMINATION

Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party if it desires to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. If such notice is given, this Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organisation.

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ARTICLE 21

REGISTRATION

This Agreement and any modification thereto in accordance with Article 18 shall be registered with the International Civil Aviation Organisation.

ARTICLE 22

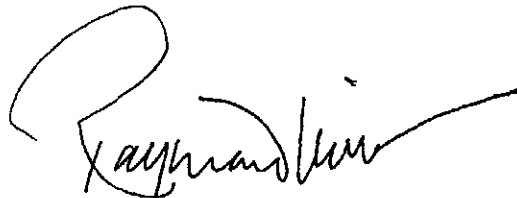
ENTRY INTO FORCE

This Agreement shall enter into force on the date of signature.

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

Done this 25th day of January 2007 in Singapore in duplicates, in the English and Uzbek languages, both texts being equally authentic. In case of any dispute, the English text shall prevail.

**For the Government of the
Republic of Singapore**



HE Mr Raymond Lim
Minister for Transport and
Second Minister for Foreign Affairs
Republic of Singapore

**For the Government of the
Republic of Uzbekistan**



HE Mr Vladimir Norov
Minister for Foreign Affairs
Republic of Uzbekistan

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for Director-General of Civil Aviation
Singapore

Annex
Scheduled Air Services

Schedule I

Routes to be operated by the designated airlines of Uzbekistan:

Points of Departure	Intermediate Points	Points in Singapore	Beyond Points
Points in Uzbekistan	Any intermediate points	Singapore	Any beyond points

Schedule II

Routes to be operated by the designated airlines of Singapore:

Points of Departure	Intermediate Points	Points in Uzbekistan	Beyond Points
Singapore	Any intermediate points	Points in Uzbekistan	Any beyond points

Notes: (i) Any of the points on the specified routes in Schedules I and II of this Annex may at the option of the designated airline of either Contracting Party be omitted on any or all flights, provided that these flights originate in the territory of the Contracting Party designating the airline.

(ii) The designated airline of either Contracting Party shall have the right to terminate its services in the territory of the other Contracting Party.

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for Director-General of Civil Aviation