

AGREEMENT

BETWEEN

**THE GOVERNMENT OF
THE REPUBLIC OF MALTA**

AND

**THE GOVERNMENT OF THE PEOPLE'S
DEMOCRATIC REPUBLIC OF ALGERIA**

ON AIR TRANSPORT

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AND
THE GOVERNMENT OF THE PEOPLE'S
DEMOCRATIC REPUBLIC OF ALGERIA
ON AIR TRANSPORT

The Government of the Republic of Malta and the Government of the People's Democratic Republic of Algeria, herein after 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 develop cooperation in the field of air transport and to contribute to the progress of international civil aviation;

Desiring to conclude an Agreement for the purpose of establishing and operating air services between and beyond their respective territories;

Have agreed as follows:

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ARTICLE 1
DEFINITIONS

For the purpose of this Agreement, unless the text 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 so far as those Annexes and amendments have become effective for or been ratified by both Contracting Parties;
- (b) the term "**Agreement**" means this Agreement and the Annex (Route Schedule) attached thereto, all of which form an integral part thereof, and any modifications to the Agreement and/or to the Annex;
- (c) the term "**aeronautical authorities**" means, in the case of the Republic of Malta, the Minister responsible for Civil Aviation and any person or body authorised to perform any function at present exercisable by the said Minister or similar functions, and, in the case of the People's Democratic Republic of Algeria, the Minister responsible for Civil Aviation and any person or body authorised to perform any functions at present exercisable by the said Minister or similar functions;
- (d) the term "**designated airline**" means an airline which has been designated and authorised in accordance with Article 3 (Designation and Authorisation) of this Agreement;
- (e) the term "**territory**" in relation to a State means the land areas and territorial waters adjacent thereto and the airspace above them under the sovereignty of that State;

- (f) 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;
- (g) the term “**Route Schedule**” means the route schedule annexed to this Agreement or as amended in accordance with the provisions of Article 19 (Consultations and Modifications) of this Agreement. The Route Schedule forms an integral part of this Agreement and all references to the Agreement shall include reference to the Schedule except where otherwise provided in this Agreement;
- (h) the term “**capacity**” means: -
- (i) in relation to an aircraft, the payload of that aircraft available on a route or a section of a route,
 - (ii) in relation to an agreed service, the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period on a route or a section of a route;
- (i) 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 or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo;
- (j) the term “**tariff**” means the prices to be paid for the carriage of passengers, baggage and freight and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail;
- (k) the term “**Air Operator Certificate**” means a document issued to an airline which affirms that the airline in question has the professional ability and organisation to secure the safe operation of aircraft for the aviation activities specified in the certificate;

- (l) the term “EU Treaties” shall be understood as referring to the Treaty on European Union and the Treaty on the Functioning of the European Union;
- (m) the term “EU Member State” means a State that is a contracting party to the EU Treaties;
- (n) the term “nationals of the Republic of Malta” shall be understood as referring to nationals of EU Member States; and
- (o) the term “airlines of the Republic of Malta” shall be understood as referring to airlines designated by the Republic of Malta.
- (p) the term “airlines of the People’s Democratic Republic of Algeria” shall be understood as referring to airlines designated by the People’s Democratic Republic of Algeria.

ARTICLE 2

GRANT OF RIGHTS

- (1) Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Route Schedule. Such services and routes are hereafter called “the agreed services” and “the specified routes” respectively. The airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:
 - (a) the right to fly without landing across the territory of the other Contracting Party;
 - (b) the right to make stops in the territory of the other Contracting Party for non-traffic purposes;

- (c) the right to make stops at the point(s) on the route(s) specified in the Route Schedule to this Agreement for the purpose of taking on board and discharging international traffic in passengers, cargo and mail separately or in combination.
- (2) Nothing in paragraph (1) of this Article 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 and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

ARTICLE 3

DESIGNATION AND AUTHORISATION

- (1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline for the purpose of operating the agreed services on the specified routes in accordance with this Agreement and to withdraw or alter such designation. Such designation shall be effected by virtue of written notification between the aeronautical authorities of both Contracting Parties via diplomatic channels.
- (2) On receipt of such a designation, the aeronautical authorities of the other Contracting Party shall grant the appropriate operating authorisations and permissions with minimum procedural delay, provided:
- (a) in the case of an airline designated by the Republic of Malta:
 - (i) it is established in the territory of the Republic of Malta under the EU Treaties and has a valid Operating Licence in accordance with 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 Certificate and the relevant aeronautical authority is clearly identified in the designation; and
 - (iii) the airline is owned, directly or through majority ownership, and it is effectively controlled by EU Member States or States of the European Free Trade Association and/or by nationals of such States;
- (b) in the case of an airline designated by the People's Democratic Republic of Algeria:
 - (i) it is established in the territory of the People's Democratic Republic of Algeria and has a valid Operating Licence in accordance with the applicable law of the People's Democratic Republic of Algeria; and
 - (ii) effective regulatory control of the airline is exercised and maintained by the People's Democratic Republic of Algeria and the People's Democratic Republic of Algeria is responsible for issuing its Air Operator Certificate; and
 - (iii) it is owned, directly or through majority ownership, and it is effectively controlled by the People's Democratic Republic of Algeria and/or by nationals of the People's Democratic Republic of Algeria.
- (3) The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and

reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

- (4) When an airline has been so designated and authorised in accordance with the provisions of this Article, it may at any time begin to operate the agreed services for which it is so designated, in accordance with the applicable provisions of this Agreement.

ARTICLE 4

REVOCATION, SUSPENSION AND LIMITATION OF AUTHORISATION

- (1) Either Contracting Party may revoke, suspend or limit the operating authorisation or technical permissions of an airline designated by the other Contracting Party where:
- (a) in the case of an airline designated by the Republic of Malta:
- (i) it is not established in the territory of the Republic of Malta under the EU Treaties or does not have a valid Operating Licence in accordance with European law; or
 - (ii) effective regulatory control of the airline is not exercised or not maintained by the EU Member State responsible for issuing its Air Operator Certificate, or the relevant aeronautical authority is not clearly identified in the designation; or
 - (iii) the airline is not owned, directly or through majority ownership, or it is not effectively controlled by EU Member States or States of the European Free Trade Association and/or by nationals of such States;

(b) in the case of an airline designated by the People's Democratic Republic of Algeria:

(i) it is not established in the territory of the People's Democratic Republic of Algeria or does not have a valid Operating Licence in accordance with the applicable law of the People's Democratic Republic of Algeria; or

(ii) effective regulatory control of the airline is not exercised or not maintained by the People's Democratic Republic of Algeria or the People's Democratic Republic of Algeria is not responsible for issuing its Air Operator Certificate; or

(iii) it is not owned, directly or through majority ownership, or it is not effectively controlled by the People's Democratic Republic of Algeria and/or by nationals of the People's Democratic Republic of Algeria;

(c) the airline has failed to comply with the provisions of this Agreement.

(2) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party in conformity with Article 19 (Consultations and Modifications) of this Agreement.

ARTICLE 5
APPLICATION OF LAWS

- (1) The laws, regulations and procedures of one Contracting Party relating to the admission to, remaining in or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft shall be complied with by the designated airline of the other Contracting Party upon entrance into, departure from and while within the said territory.
- (2) The laws, regulations and procedures of one Contracting Party relating to entry, clearance, immigration, passports, customs and quarantine shall be complied with by the designated airline of the other Contracting Party and by or on behalf of its crews, passengers and cargo, including mail upon admission to, departure from and while within the territory of such Contracting Party.

ARTICLE 6
CERTIFICATES AND LICENCES

Certificates of airworthiness, certificates of competence and licences issued or validated in accordance with the laws and regulations of one Contracting Party, including, in the case of the Republic of Malta, European Union Laws and regulations, and unexpired shall be recognised 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 or above the minimum standards established under the Chicago Convention.

ARTICLE 7
AVIATION SAFETY

- (1) Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within 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 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 Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting 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 (Revocation, Suspension and Limitation of Authorisation) of this Agreement.

- (3) Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the airlines of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

- (4) If any ramp inspection or series of ramp inspections gives rise to:

- (a) 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
- (b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the Contracting 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 the airline of one Contracting Party in accordance with paragraph (3) of this Article above is denied by the representative of that airline, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (4) of this Article above arise and draw the conclusions referred in that paragraph.
- (6) Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline of the other Contracting Party immediately in the event the first Contracting 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 an airline operation.
- (7) Any action by one Contracting Party in accordance with paragraphs 2 or 6 of this Article above shall be discontinued once the basis for the taking of that action ceases to exist.

- (8) When the Republic of Malta has designated an airline whose regulatory control is exercised and maintained by another EU Member State, the rights of the other Contracting Party under this Article 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 authorization of that airline.

ARTICLE 8
AVIATION SECURITY

- (1) The Contracting Parties reaffirm, consistent with their rights and obligations under international law, that their obligations to each other to protect the security of civil aviation against acts of unlawful interference form 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, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation signed at Montreal on 24 February 1988, the Convention on Marking of Plastic Explosives for the purpose of Detection, done at Montreal on 1 March 1991 and any other convention on aviation security to which the Contracting Parties shall become 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 Chicago Convention and shall require that operators of aircraft of their registry, operators who have their principal place of business or permanent residence in the territory of the Contracting Parties or, in the case of the Republic of Malta, operators of aircraft which are established in its territory under EU Treaties, and have valid Operating Licences in accordance with European Union law, and the operators or airports in their territory, act in conformity with such aviation security provisions.
- (4) Each Contracting Party shall ensure that effective measures are taken within its territory to protect aircraft, to screen passengers and their carry-on items, and to carry out appropriate checks on crew, cargo (including hold baggage) and aircraft stores prior to and during boarding or loading and that those measures are adjusted to meet the increase in the threat. Each Contracting Party agrees that its operators of aircraft shall be required to observe, for departure from or while within the territory of the other Contracting Party, aviation security provisions in conformity with the law in force in that country, including, in the case of the Republic of Malta, European Union law. Each Contracting Party shall also act favourably upon any request from the other Contracting 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 occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate as rapidly as possible commensurate with minimum risk to life such incident or threat.
- (6) 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 immediate consultations with the other Contracting

Party. These consultations will be aimed to reach an agreement upon the measures suitable to eliminate the more immediate reasons of worry and to adopt in the framework of the International Civil Aviation Organisation security standards, the actions necessary to establish the appropriate conditions of security.

(7) Each Contracting Party shall take such measures, as it may find practicable, to ensure that an aircraft subject to an act of unlawful seizure or other acts of unlawful interference which has landed in its territory is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.

(8) Each Contracting Party agrees that its operators of aircraft shall be required to observe for entry into, departure from or while within the territory of the other Contracting Party, the aviation security provisions in force in that other Contracting Party, including in the case of Malta, European Union law.

ARTICLE 9
USER CHARGES

Charges applied in the territory of either Contracting Party to the operations of the designated airline of the other Contracting Party for the use of airports open to public use, air navigation services and other aviation facilities in the territory of the first Contracting Party shall be just and reasonable, based on sound economic principles and collected in accordance with uniform conditions applicable without discrimination as to the nationality of the aircraft concerned.

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ARTICLE 10
CUSTOMS DUTIES

- (1) Aircraft operated on international air services by the designated airline of either Contracting Party, as well as their regular equipment, 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 similar charges 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 flight performed over that territory.

- (2) There shall also be exempt from the same duties, fees and charges, with the exception of charges corresponding to the service performed:
 - (a) aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the authorities of the said Contracting Party, and destined for use on board outbound aircraft engaged in an international service by the designated airline of the other Contracting Party;

 - (b) spare parts and regular equipment entered into the territory of either Contracting Party and destined for the maintenance or repair of aircraft engaged in an international services by the designated airline of the other Contracting Party;

 - (c) fuel and lubricants destined to supply aircraft engaged in an international services by the designated airline of the other Contracting Party, even when these supplies are to be used on the part of the flight performed over the territory of the Contracting Party in which they are taken on board;

- (d) advertising materials, having no commercial value used by the designated airline of each Contracting Party in the territory of the other Contracting Party.
- (3) If national laws and regulations of either Contracting Party so require, materials referred to in paragraphs (1) and (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 operated by the designated airline of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.
- (5) 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. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.
- (6) Nothing in this Agreement shall prevent the Republic of Malta from imposing, on a non-discriminatory basis, taxes levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated airline of the People's Democratic Republic of Algeria that operates between a point in the territory of the Republic of Malta and a point in the territory of another EU Member State.
- (7) Nothing in this Agreement shall prevent the People's Democratic Republic of Algeria from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated airline of the Republic of Malta that operates between a point in the territory of

the People's Democratic Republic of Algeria and another point in the territory of the People's Democratic Republic of Algeria.

ARTICLE 11

CAPACITY AND FAIR COMPETITION

- (1) There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories in accordance with the provisions of this Agreement.
- (2) Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air transport it offers, according to commercial and market-based considerations. Neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the airline designated by the other Contracting Party, except according to the terms of this Agreement or by such uniform conditions consistent with Article 15 of the Convention.
- (3) Neither Contracting Party shall allow its designated airline, either in conjunction with any other airline or separately, to abuse market power in a way that weakens severely a competitor or excludes it from a route.

ARTICLE 12

APPROVAL OF CONDITIONS OF OPERATIONS

- (1) An airline designated by one Contracting Party shall file to the aeronautical authorities of the other Contracting Party for approval at least thirty (30) days in advance the timetable of its intended services, specifying the frequency, type of aircraft, times, configuration and number of seats to be made available to the

public and period of timetable validity. The same procedure shall apply to any modification thereof. In special cases this time limit may be reduced subject to the consent of the respective aeronautical authority.

- (2) If a designated airline wishes to operate supplementary flights besides those covered in the timetables, it shall request permission from the aeronautical authorities of the other Contracting Party. Such request shall usually be submitted at least four (4) working days before operating such flights.

ARTICLE 13
GROUND HANDLING

Subject to the laws and regulations of each Contracting Party including, in the case of the Republic of Malta, European Union law, each designated airline shall have in the territory of the other Contracting Party the right to perform its own ground handling ("self-handling") or, at its option, the right to select among competing suppliers that provide ground handling services in whole or in part. Where such laws and regulations limit or preclude self-handling and where there is no effective competition between suppliers that provide ground handling services, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

ARTICLE 14
AIRCRAFT LEASING

- (1) Either Contracting Party may prevent the use of leased aircraft for services under this Agreement which do not comply with Article 7 (Aviation Safety) and Article 8 (Aviation Security) of this Agreement.

- (2) Any leasing arrangements shall be subject to the approval of the aeronautical authorities of both Contracting Parties. The designated airline proposing the use of leased aircraft shall give the aeronautical authorities of each Contracting Party the earliest possible notification of the proposed terms of such arrangements.

ARTICLE 15
COMMERCIAL OPPORTUNITIES

- (1) The designated airline of each Contracting Party shall be entitled to establish their offices, branches and/or representations in the territory of the other Contracting Party, in accordance with the laws and regulations of that other Contracting Party.
- (2) The designated airline of each Contracting Party shall be allowed to bring in and maintain in the territory of the other Contracting Party, in accordance with the laws and regulations of that other Contracting Party, their own staff who are required for the provision and promotion of air services.
- (3) On the basis of reciprocity and in accordance with the laws and regulations of the other Contracting Party, the designated airline of each Contracting Party shall have the right to engage in the sale of air transportation documents in the territory of the other Contracting Party directly and, at its discretion, through its agents. Each designated airline shall have the right to sell its air transportation documents in the currency of the other Contracting Party or in freely convertible currencies in accordance with the foreign exchange regulations in force.

ARTICLE 16
STATISTICS

The aeronautical authorities of each Contracting Party shall provide to the aeronautical authorities of the other Contracting Party, upon request, with periodic or

other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the agreed services, including statistics showing the origins and destinations of such traffic.

ARTICLE 17

TARIFFS

- (1) Each Contracting Party shall allow tariffs for air services to be established by each designated airline based upon commercial considerations in the market place. Neither Contracting Party shall require their airlines to consult other airlines about tariffs they charge or propose to charge for services covered by these arrangements.
- (2) Tariffs for international air transport pursuant to the Agreement may be required to be filed with the aeronautical authorities of either Contracting Parties. Tariffs may remain in effect unless subsequently disapproved under paragraphs (4) and (5) below.
- (3) Intervention by the Contracting Parties shall be limited to:
 - (a) the protection of consumers from tariffs that are excessive due to the abuse of market power;
 - (b) the prevention of tariffs whose application constitutes anti-competitive behaviour which has or is likely to have or is explicitly intended to have the effect of preventing, restricting or distorting competition or excluding a competitor from the route.
- (4) Each Contracting Party may unilaterally disallow any tariff filed or charged by its own designated airline. However, such intervention shall be made only if it appears to the aeronautical authority of that Contracting Party that a tariff charged

or proposed to be charged meets either of the criteria set out in paragraph (3) above.

- (5) Neither Contracting Party shall take unilateral action to prevent the coming into effect or continuation of a tariff charged or proposed to be charged by an airline of the other Contracting Party. If one Contracting Party believes that any such tariff is inconsistent with the considerations set out in paragraph (3) above, it may request consultations and notify the other Contracting Party of the reasons for its dissatisfaction. These consultations shall be held not later than 14 days after receipt of the request. Without a mutual agreement the tariff shall take effect or continue in effect.
- (6) Notwithstanding the paragraphs above, the tariffs to be charged by the designated airline of the People's Democratic Republic of Algeria for carriage wholly within the European Union shall be subject to European Union law.

ARTICLE 18

TRANSFER OF EARNINGS

- (1) Each Contracting Party grants to the designated airline of the other Contracting Party the right of transfer at the official rate of exchange of the excess of receipts over expenditure earned in its territory in connection with the carriage of passengers, baggage, mail and cargo on the agreed services.
- (2) The procedure for such remittance however shall be in accordance with the foreign exchange regulations in the territory of the other Contracting Party wherein revenue accrued.
- (3) Whenever the procedure for such remittance is governed by a special agreement between the two Contracting Parties, such agreement shall be applied.

ARTICLE 19
CONSULTATIONS AND MODIFICATIONS

- (1) In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement including the Route Schedule annexed thereto and shall also consult when necessary to provide for modification thereof.
- (2) Either Contracting Party may request consultation, which may be through discussion or by correspondence and shall begin within a period of sixty (60) days of the date of the request, unless both Contracting Parties agree to an extension of this period.
- (3) If either of the Contracting Parties considers it desirable to modify any provision of this Agreement including the Route Schedule annexed thereto, such modification, if agreed between the Contracting Parties, and if necessary after consultation in accordance with paragraphs (1) and (2) of this Article, shall come into effect when confirmed by an Exchange of Letters through diplomatic channels.

ARTICLE 20
SETTLEMENT OF DISPUTES

- (1) If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation.
- (2) If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body; if they do not so agree, the dispute shall at the request of either Contracting Party be submitted

for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organisation at the request of either Contracting Party may 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 tribunal.

- (3) The Contracting Parties shall comply with any decision given under paragraph (2) of this Article.

ARTICLE 21

MULTILATERAL AGREEMENTS

This Agreement and its Route Schedule shall be deemed to be amended as far as it is necessary to conform with the provisions of any multilateral Convention or Agreement which may become binding to both Contracting Parties.

ARTICLE 22

TERMINATION

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organisation. In such case the

Agreement shall terminate twelve (12) 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 (14) days after the receipt of the notice by the International Civil Aviation Organisation.

ARTICLE 23
REGISTRATION


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

ARTICLE 24
ENTRY INTO FORCE

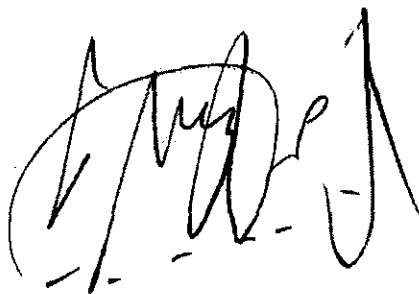
This Agreement shall enter into force on the date on which both Governments give written notification to each other that their respective constitutional requirements for entry into force have been fulfilled.

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

Done at Algiers this day of 18 November 2015
in the Arabic, English and French languages, the three texts being equally authentic.
However, in case of divergence of interpretation of this Agreement or the Route Schedule, the English text shall prevail.



**For the Government
of the Republic of Malta
George W. Vella
Minister for Foreign Affairs**



**For the Government
of the People's Democratic Republic
of Algeria
Ramtane Lamamra
Minister of State,
Minister of Foreign Affairs and
International Cooperation**

ANNEX
ROUTE SCHEDULE

I. Routes to be operated by the airline designated by the Government of the Republic of Malta.

Points of Departure	Intermediate Points	Points of Arrival	Points Beyond
Malta	Any points to be agreed by the aeronautical authorities	Algiers, one point in the North and one point in the South to be agreed later	Morocco and one other point to be agreed by the aeronautical authorities

II. Routes to be operated by the airline designated by the Government of the People's Democratic Republic of Algeria.

Points of Departure	Intermediate Points	Points of Arrival	Points Beyond
Algeria	Any points to be agreed by the aeronautical authorities	Malta	Greece and one other point to be agreed by the aeronautical authorities

Notes:

- (a) Intermediate points or points beyond on any of the specified routes are to be agreed by the aeronautical authorities of both Contracting Parties.
- (b) Intermediate points or points beyond on any of the specified routes may be omitted on any flight provided that the agreed services on the routes begin or end in the territory of the Contracting Party which has designated the airline.
- (c) Each designated airline may serve any intermediate points and points beyond on condition that no fifth freedom traffic rights shall be exercised between these points and the territory of the other Contracting Party.

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- (d) Each designated airline may serve intermediate points and points beyond specified in this Annex on condition that fifth freedom traffic rights shall be exercised between these points and the territory of the other Contracting Party subject to the approval of the aeronautical authorities of both Contracting Parties.