

AIR TRANSPORT AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND
THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIETNAM

The Government of the Republic of the Philippines and the Government of the Socialist Republic of Vietnam, hereinafter described as the Contracting Parties,

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the 7th day of December, 1944, and

Desiring to conclude an agreement for the purpose of establishing and operating services between their respective territories,

Hereby agree as follows :

ARTICLE 1

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

(a) the term "aeronautical authorities" means, in the case of the Republic of the Philippines, the Civil Aeronautics Board and/or any person or body duly authorized to perform any function exercised at present by said Civil Aeronautics Board or similar functions, and, in the case of the Socialist Republic of Vietnam, the General Civil Aviation Administration of Vietnam and/or any person or body duly authorized to perform any function exercised at present by the said General Civil Aviation Administration of Vietnam or similar functions;

(b) the term "designated airline" means an airplane which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with Article 3 of this Agreement, for the operation of the air services on the routes specified in the Annex hereto;

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(c) the term "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 Article 90 and 94 thereof;

(d) the term "territory" has the meaning assigned to it in Article 2 of the Convention;

(e) the term "air services", "international air service", "airline", and "stop for no-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;

(f) the term "agreed services" means any scheduled air service operated on the routes specified in the Annex to this Agreement; and

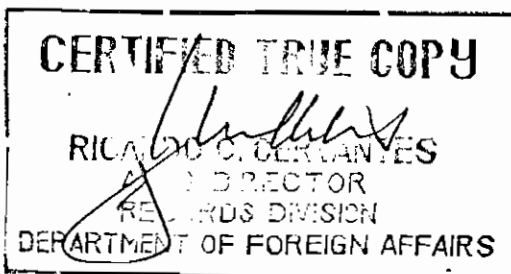
(g) the term "tariff" means the prices to be paid for the carriage of passengers, baggage and freight and the condition under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail.

ARTICLE 2

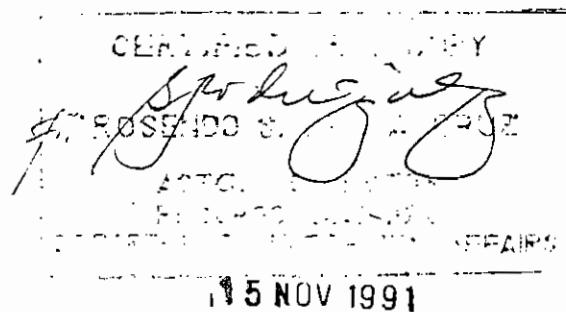
(1) Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing the agreed services on the specified routes specified in the Annex.

(2) Subject to the provisions of the present Agreement, the airline designated by each Contracting Party shall enjoy, while operating an agreed service on specified route, the following privileges :

(a) to fly without landing across the territory of the other Contracting Party through the airways specified by the latter;



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(b) to make stops in the said territory for non-traffic purposes at the airports open to commercial operations in the said territory (it is clearly understood that this privilege may be exercised only by a designated airline while operating an agreed service on any route specified in the Annex to this Agreement); and

(c) to make stops on the said territory at the points enumerated on any route specified in the Annex to the present Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail.

(3) Nothing in paragraph (2) of this Article shall be deemed to confer on the designated airline of one Contracting Party, the privilege of taking up 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.

(4) The aircraft of the designated airline enjoying the privilege mentioned in paragraph (2) of this Article shall under no circumstance, be used for any purpose prejudicial to the security of the other Party.

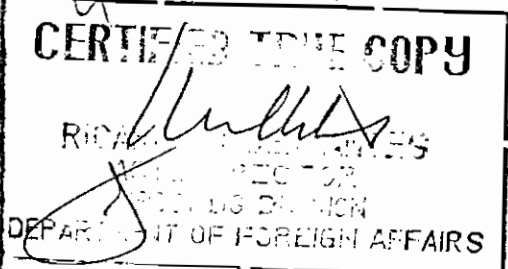
ARTICLE 3

(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.

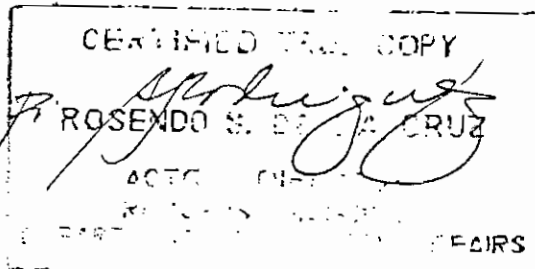
(2) On receipt of such designation, the other Contracting Party, through its aeronautical authorities shall, subject to the provisions of paragraphs (3), (4) and (5) of this Article, grant without undue delay to the airline designated the appropriate operating authorization.

(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 a manner not inconsistent with the Convention for the operation of international commercial air services.

(4) Each Contracting Party shall have the right to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the operating authorization referred



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to in paragraph (2) of this Article or to impose such conditions as it may deem necessary on the exercise by an airline of the privileges specified in such authorization 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 its nationals.

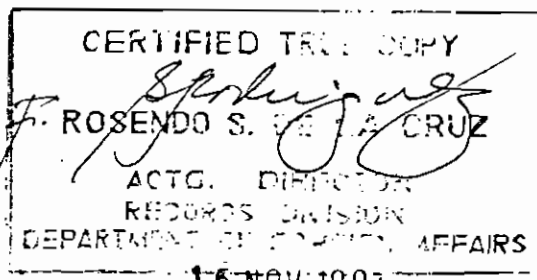
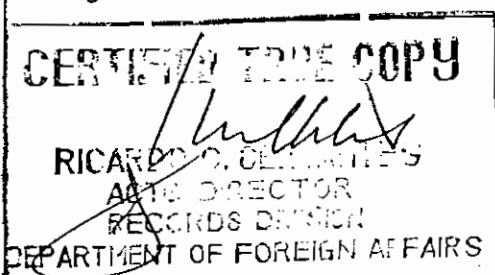
(5) The exercise by the designated airline of the privileges granted in the appropriate operating authorization as mentioned in paragraph (2) of this Article, shall be subject to the statutory powers of the aeronautical authorities of the Contracting Parties in order to ensure the implementation by said authorities of the provisions of Article 8 of the present Agreement.

(6) Each Contracting Party shall have the right to suspend the exercise by an airline of the privileges specified in paragraph (2) of Article 2 or to impose such conditions as it may deem necessary on the exercise by an airline of those privileges in any case where the airline fails to comply with the laws and regulations referred to in Article 7 hereof or otherwise fails to operate in accordance with the conditions prescribed in the present 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

(1) Aircraft operated on the agreed 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.

(2) Supplies of fuel, lubricants, spare parts, regular equipment and aircraft stores introduced into, or taken on board aircraft in the territory of one Contracting Party by, or on behalf of, a designated airline of the other Contracting Party and intended solely for use in the operation of the agreed



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services performed, be exempt from the same customs duties, fees and other duties or taxes 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 into or taken on board. Printed ticket stocks, airway bills and any printed material which bears the insignia of the said designated airline shall also be exempt from the same duties and taxes, with the exception of charges corresponding to the service performed. The materials referred to above may be required to be kept under customs supervision and control.

(3) Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes levied on imports.

(4) The exemptions granted under this Article may be subject to compliance with particular formalities normally applicable in the territory of the Contracting Party granting the exemption.

ARTICLE 5

(1) For the operation of the specified route, the designated airline of each Contracting Party has the right to set up its office of representative at the point of call on the specified route in the territory of the other Contracting Party. The staff of such office of representative shall be citizens of the Republic of the Philippines or the Socialist Republic of Vietnam, and the number of staff shall be agreed upon through consultation between the designated airlines of both Contracting Parties, and subject to the approval of the proper authorities of both Contracting Parties. The staff of such office must observe the applicable laws and regulations of the country where such office is located.

(2) Each Contracting Party shall extend assistance and facilities to the office of representative of the designated airline of the other Contracting Party and ensure the safety of the office and its staff as well as the safety of the aircraft, stores and other properties used on agreed services in the territory of the first Contracting Party.

ARTICLE 6

Either Contracting Party undertakes to grant to the designated airline of the other Party free transfer, in United

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States dollars or another freely convertible currency at the rate of exchange in the official market at the time of remittance, of the excess of receipts over expenditure achieved in its territory in connection with the carriage of passengers, baggage, mail shipments and freight or the sale of air transport services and ancillary or supplemental services made directly by the designated airline of the other Party or through an agent, subject only to the formalities that may be required by either Contracting Party. . . . Wherever the payments system between the Contracting Parties is governed by a special agreement, the said agreement shall apply.

ARTICLE 7

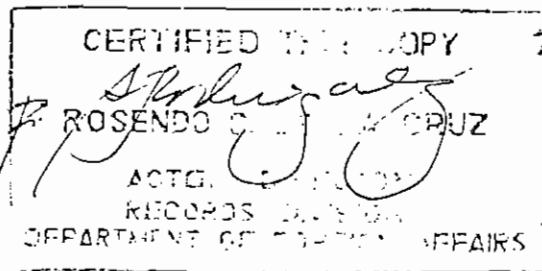
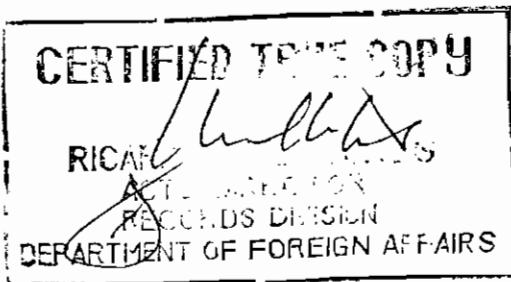
(1) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air services, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline designated by the other Contracting Party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

(2) The laws and regulations of one Contracting Party as to the entrance into, stay within or departure from its territory of passengers, crew, or cargo or mail, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with upon entrance into or departure or while within the territory of the first party.

(3) Unless otherwise required for security reasons, passengers in transit across the territory of either Contracting Party shall be subject to no more than simplified control.

ARTICLE 8

For the purpose of achieving and maintaining equilibrium between the capacity of the specified air services and the requirements of the public for air transportation, as determined by the aeronautical authorities of the Contracting Parties, it is agreed that :



(1) The designated airline of each Contracting Party shall enjoy fair and equal opportunity for the operation of the agreed services for the carriage of traffic between the territories of the two parties;

(2) In the operation of the agreed services by the designated airlines of either Contracting Party, the interest of the designated airline of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provide on all or part of the same route;

(3) The air transport service offered by the designated airlines of each Contracting Party on different sections of the specified air routes or segments thereof shall bear a close relationship to the needs of the public for air transport and to the traffic interests of the airlines concerned as provided in this Agreement;

(4) The services provided by a designated airline on the specified routes shall retain, as their primary objective, the provision of capacity adequate to the third and fourth freedom traffic demands between the two countries. The right of the designated airlines of either Contracting Party to embark and to disembark at points in the territory of the other Contracting Party, international traffic destined for or coming from third countries on the specified air routes shall be applied in accordance with the general principles of orderly development to which both Contracting Parties subscribe and shall be subject to the general principles that capacity shall be related to:

(a) the traffic requirements between the territory of the Contracting Party which has designated the airlines and the destination of the traffic on the specified air routes;

(b) the requirements of through airline operations; and

(c) the requirements of an economic operation of the route.

ARTICLE 9

(1) The tariffs to be charged by the airline of one Contracting Party for the carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors including

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cost of operation, reasonable profit, characteristics or service (such as standards of speed and accommodation) and the tariffs of other airlines as applied on the specified routes or sections thereof.

(2) The tariffs referred to in paragraph (1) of this Article shall, if possible, be agreed by the designated airlines concerned of both Contracting Parties, in consultation, where it is deemed suitable, with other airlines operating over the whole or part of the route, and such agreement shall, where possible be reached through the rate-fixing machinery of the International Air Transport Association.

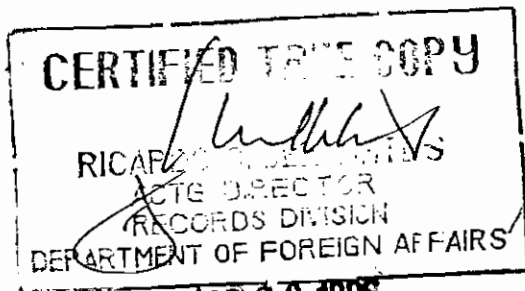
(3) The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of the Contracting Parties at least thirty (30) days before the proposed date of their introduction; in special cases, this time limit may be reduced, subject to the agreement of said authorities.

(4) If the designated airlines cannot agree on any of these tariffs, or if for some reason a tariff cannot be fixed in accordance with paragraph (2) of this Article, or if during the first fifteen (15) days of the thirty (30) days' period referred to in paragraph (3) of this Article one Contracting Party gives the other Contracting Party notice of its dissatisfaction with any tariff agreed in accordance with the provisions of paragraph (2) of this Article, the aeronautical authorities of the Contracting Parties shall endeavor to determine the tariff by agreement between themselves.

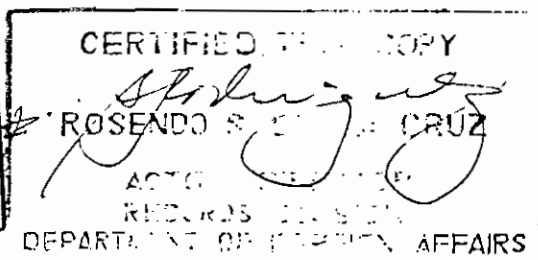
(5) If the aeronautical authorities cannot agree on the approval of a tariff submitted to them under paragraph (3) of this Article and on the determination of any tariff under paragraph (4), the dispute shall be settled in accordance with the provisions of Article 17 of this Agreement.

(6) Subject to the provisions of paragraph (3) of this Article, no tariff shall come into force if the aeronautical authorities of either Contracting Party have not approved it.

(7) The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.



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ARTICLE 10

In the spirit of close cooperation, the aeronautical authorities of the Contracting Party shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of the present Agreement and the Annex thereto.

ARTICLE 11

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services, each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory certificates of competency and licenses granted to its own nationals or rendered valid by another State.

ARTICLE 12

(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 1978, and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, Signed at Montreal on 23 September 1971.

(2) The Contracting Parties shall provide upon request all reasonable necessary assistance to each other to prevent acts of unlawful seizure of 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.

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(3) The Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.

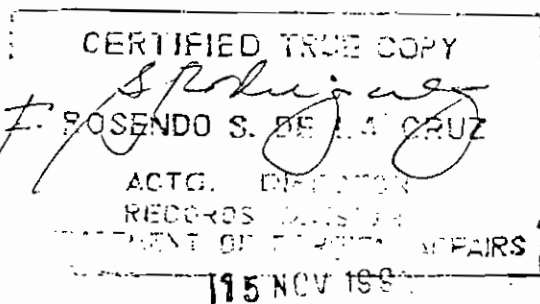
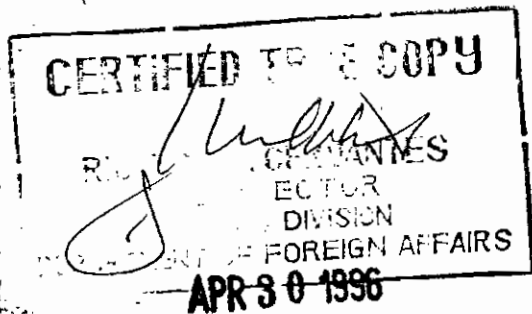
(4) Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to above required by the other Contracting Party for the entry to, departure from, or while within, the territory of that Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carryon items, baggage, cargo and aircraft stores prior to and during boarding and loading. Each Contracting Party shall also give sympathetic consideration to and may 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 facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

ARTICLE 13

(1) In case of a forced landing or accident of one Contracting Party within the territory of the other Contracting Party, the Contracting Party in whose territory the accident takes place shall immediately notify the other Party thereof, and take necessary measures for the investigation of the cause of the accident, and shall also take immediate steps to assist the crew members and passengers if they are injured in the accident, and shall provide for the safety of the aircraft and of mail, baggage and cargo on board.

(2) The Party conducting the investigation of the accident is required to inform the other Party of its results and the Party to whom the aircraft belongs shall have the right to



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appoint its observers who shall be nationals of the latter and who shall have the right to be present at the investigation of the accident.

(3) In case of an emergency landing or accident, each Contracting Party shall render without delay all necessary and useful aid to the aircraft of the other Contracting Party and to their crew and passengers. They shall further protect the mail, baggage and cargo carried on board and they shall reforward them as soon as possible. The costs incurred will be borne by the airline in the interest of which the above services have been rendered.

(4) All measures taken in the course of such investigation as well as liability for compensation for any death or injury, loss or other damage arising out of or in connection with the accident shall be in accordance with the laws and regulations of the state in which the accident has occurred.

ARTICLE 14

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, at their request, such available statistical information as may be reasonably required for the purpose of determining the amount of traffic carried by the designated airline on the agreed services and of reviewing the capacity provided on those services.

ARTICLE 15

(1) If either of the Contracting Parties considers it desirable to modify the terms of the present Agreement, it may request consultation with the other Contracting Party. Such consultation, which may be between aeronautical authorities and which may be through discussion or correspondence, shall begin within a period of sixty (60) days from the date of the request. Any modification so agreed shall come into effect after confirmation thereof by an exchange of diplomatic notes.

(2) Modifications to routes, frequencies and capacity may be made by direct agreement between the aeronautical authorities of the Contracting Parties.

(3) Any modification made under this Article shall become and be read as part and parcel of this Agreement.

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DEPARTMENT OF FOREIGN AFFAIRS

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ARTICLE 16

If a general multilateral convention concerning air transport comes into force in respect of both Contracting Parties, this Agreement shall be amended so as to conform with the provisions of such Convention.

ARTICLE 17

(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 endeavor to settle it by negotiation between themselves. This negotiation shall begin within sixty (60) days after receipt of the request by one Party from the other.

(2) If the Contracting Parties fail to reach a settlement by negotiation, the dispute shall be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third who shall act as President, to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate its arbitrator within two (2) months from the date of delivery by either Party to the other Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within one (1) month after such period of two (2) months. If either Contracting Party fails to designate its arbitrator within the period specified, or if the third arbitrator is not agreed, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators, as the case requires. In such case, the third arbitrator shall be a national of the third state and shall act as President of the arbitral body.

(3) Unless otherwise provided by the Contracting Parties, the arbitral body shall determine its seat and prescribe its own rules of procedure.

(4) The arbitral body shall endeavor to resolve the dispute by unanimous vote. However, if this is not applicable, the dispute shall be resolved by majority vote.

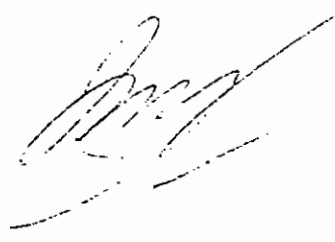
(5) The Contracting Parties undertake to comply with any decision given under paragraphs (2), (3) and (4) of this Article.

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ARTICLE 18

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 communicated simultaneously to the International Civil Aviation Organization. If such notice is given, the present 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 between the Contracting Parties before the expiration of that period. In the absence of acknowledgment 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 Organization.

ARTICLE 19

This Agreement and any modification thereto in accordance with Article 15 hereof shall be registered with the International Civil Aviation Organization.

ARTICLE 20

The present Agreement shall enter into force and effect on the date of the exchange of diplomatic notes indicating that the formalities required by each Contracting Party have been complied with.

IN WITNESS WHEREOF, the undersigned plenipotentiaries, being duly authorized by their respective Governments, have signed this Agreement and affixed thereto their seals.

DONE at Hanoi this 28th day of November 1988, in two originals and both in English language.

For the Government of the Republic of the Philippines

For the Government of the Socialist Republic of Vietnam

Faulkner Lopez

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DIRECTOR
OF FOREIGN AFFAIRS
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ATTORNEY AT LAW
RESEARCH DIVISION
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A N N E X

1. Routes to be operated in both directions by the airline designated by the Government of the Republic of the Philippines :

Points of Departure	Intermediate Points	Points in Vietnam	Points Beyond
Points in the Philippines	-	Ho Chi Minh	-
		One more point subject to mutual agreement	

2. Routes to be operated in both directions by the airline designated by the Government of the Socialist Republic of Vietnam :

Points of Departure	Intermediate Points	Points in the Philippines	Points Beyond
Points in Vietnam	-	Manila	-
		One more point subject to mutual agreement	

3. The designated airline of each Contracting Party may omit calling at any one or more points on the specified routes on any or all flights.

4. The frequencies and capacity to be operated on the specified routes shall be agreed from time to time by the aeronautical authorities of the Contracting Parties. The said aeronautical authorities may allow their designated airlines to initially agree on such frequencies and capacity but any such agreement shall be submitted to both aeronautical authorities for their approval.

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ACTING DIRECTOR
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RE DELEGATION

JUSTICE JORGE COQUIA Legal Adviser, DFA	Chairman
MR. LEON H. TIANSAY Board Member, PCAB	Vice Chairman
DR. ARTURO C. CORONA Executive Director PCAB	Member
ATTY. SILVESTRE M. PASCUAL Deputy Executive Director PCAB	Member
ATTY. REYNALDO CATAPANG Director, Treaties, DFA	Member
MS. LETICIA B. DURLAO International Aviation Officer, PCAB	Member
ATTY. FELIPE GOZON Legal Counsel	Member
MR. FELIX J. CRUZ Executive Assistant for External Affairs Philippine Airlines	Member
MS. MA. SOCORRO GONZAGA Director International Relations Philippine Airlines	Member
MR. RENATO H. VARGAS Senior Analyst External Affairs Philippine Airlines	Member
MR. JESUS DE JESUS Action Officer Office of Director of Treaties Department of Foreign Affairs	Observer
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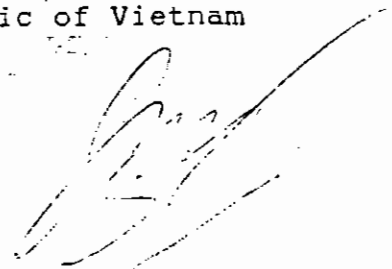
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VIETNAM DELEGATION

1. MR. HOANG NGOC DIEU
Director General - General Civil Aeronautics Aviation of Vietnam
2. MR. NGUYEN HUU VUONG
Director - Finance Department
3. MR. PHAM KHA
Deputy Director - TSN Airport
4. MR. PHAM VU HIEN
Deputy Director - International Relations Department
5. MR. TRAN VAN KHAM
Deputy Director - Transport Department
6. MR. MAI VAN TU
Official - International Relations Department
7. MR. TRINH QUYET THANG
Deputy Manager - International Traffic Department
8. MR. LE VAN THINH
Assistant to Director - Ministry of Foreign Affairs
9. MR. PHAM HAO
Third Secretary - Embassy of the Socialist Republic of Vietnam



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