



**AIR SERVICES AGREEMENT
BETWEEN THE GOVERNMENT OF MONGOLIA AND
THE GOVERNMENT OF THE REPUBLIC OF
THE UNION OF MYANMAR**

Бүртгэлийн дугаар *187-54*

МОНГОЛ УРСЫН
ГАДААД ХАРИШЧ УАНЭГ ЭВ АРХИВ
ХУУЛЬ АР ҮНЭН

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PREAMBLE

The Government of Mongolia and the Government of the Republic of the Union of Myanmar, hereinafter referred to as the "Contracting Parties";

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

Desiring to contribute to the progress of regional and international civil aviation;

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

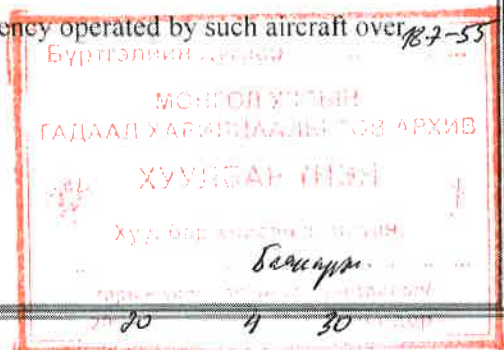
Have agreed as follows:

ARTICLE 1

Definitions

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

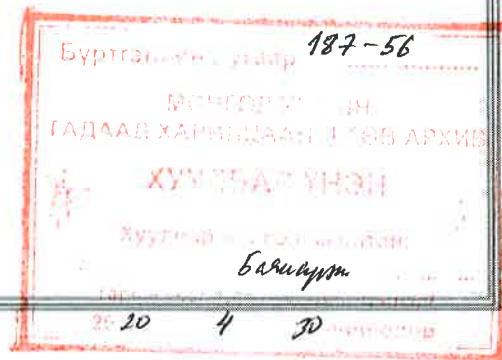
- a) "air transportation" means the public carriage by aircraft of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;
- b) "Aeronautical authorities" means, in the case of the Government of Mongolia, the Ministry of Road and Transport Development and the Civil Aviation Authority; in the case of the Government of the Republic of the Union of Myanmar, the Department of Civil Aviation of the Ministry of Transport and Communications; or in both cases any other authority or person empowered to perform the functions now exercised by the said authorities;
- c) "Agreement" means this Agreement, its Annex, and any amendments thereto;
- d) "capacity" (i) in relation to an aircraft, means the payload of that aircraft available on a route or section of a route; (ii) in relation to an air service, means 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 section of a route;



- e) "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, insofar as such Annexes and amendments have become effective for both Contracting Parties;
- f) "designated airline" means an airline which has been designated and authorised in accordance with Article 3 of this Agreement;
- g) "ICAO" means the International Civil Aviation Organisation;
- h) "international air transportation" is air transportation in which the passengers, baggage, cargo and mail which are taken on board in the territory of one State are destined to another State;
- i) "Contracting Party" is a State which has formally agreed to be bound by this agreement;
- j) "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 charge;
- k) "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;
- l) "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; and
- m) "air service", "international air service", "airline", and "stop for non-traffic purposes", have the meanings assigned to them in Article 96 of the Convention.

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 hereinafter called "agreed services" and "specified routes" respectively.



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

- (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 or mail separately or in combination.

3. The airlines of each Contracting Party, other than those designated under Article 3 (Designation and Authorization) of this Agreement, shall also enjoy the rights specified in paragraphs 2 (a) and (b) of this Article.

4. Nothing in paragraph 2 of this Article shall be deemed to confer on the airline(s) of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

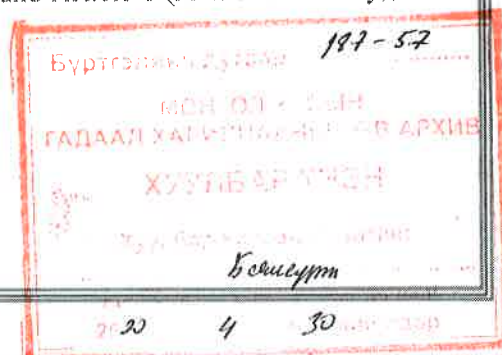
ARTICLE 3

Designation and Authorization

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines to operate the agreed services in accordance with this Agreement and to withdraw or alter such designation.

2. On receipt of such a designation, and of application from the designated airline, in the form and manner prescribed for operating authorization and technical permission, each Contracting Party shall grant the appropriate operating authorization with minimum procedural delay, provided that:

- (a) the substantial ownership and effective control of the designated airline shall remain vested in the designating Contracting Party or its nationals or both;
- (b) the Contracting Party designating the airline is in compliance with the provisions set forth in Article 7 (Safety) and Article 8 (Aviation Security); and



- (c) the designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Contracting Party receiving the designation.

3. On receipt of the operating authorization of paragraph 2, a designated airline may at any time begin to operate the agreed services for which it is so designated, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 4

Withholding, Revocation and Limitation of Authorization

1. The Aeronautical authorities of each Contracting Party shall have the right to withhold the authorizations referred to in Article 3 (Designation and Authorization) of this Agreement with respect to an airline designated by the other Contracting Party, and to revoke, suspend or impose conditions on such authorizations, temporarily or permanently:

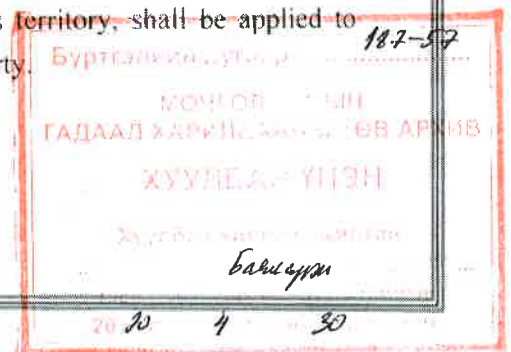
- (a) in the event that they are not satisfied that the substantial ownership and effective control of the said designated airline are vested in the designating Contracting Party or its nationals or both;
- (b) in the event of failure of the Contracting Party designating the airline to comply with the provisions set forth in Article 7 (Safety) and Article 8 (Aviation Security); and
- (c) in the event of failure that such designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Contracting Party receiving the designation.

2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above or unless safety or security requires action in accordance with the provisions of Article 7 (Safety) or Article 8 (Aviation Security), the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations between the Aeronautical authorities in conformity with Article 23 (Consultations) of this Agreement.

ARTICLE 5

Application of Laws

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



2. The laws and regulations of one Contracting Party relating to the entry into, stay in and departure from its territory of passengers, crew, baggage and cargo including mail such as those regarding immigration, customs, currency and health and quarantine shall apply to passengers, crew, baggage, cargo and mail carried by the aircraft of the designated airline of the other Contracting Party while they are within the said territory.

3. Neither Contracting Party shall give preference to its own or any other airline over a designated airline of the other Contracting Party engaged in similar international air transportation in the application of its immigration, customs, quarantine and similar regulations.

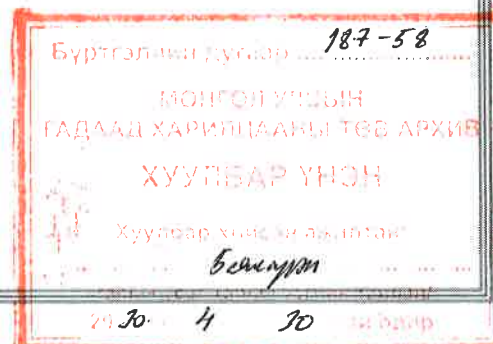
4. Passengers, baggage and cargo in direct transit through the territory of any Contracting Party and not leaving the area of the airport reserved for such purpose shall not undergo any examination except for reasons of aviation security, narcotics control, prevention of illegal entry or in special circumstances.

ARTICLE 6 Recognition of Certificates

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party and still in force shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services provided that the requirements under which such certificates and licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

2. If the privileges or conditions of the licences or certificates referred to in paragraph 1 above, issued by the Aeronautical authorities of one Contracting Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the minimum standards established under the Convention, and which difference has been filed with the ICAO, the other Contracting Party may request consultations between the Aeronautical authorities with a view to clarifying the practice in question.

3. Each Contracting Party reserves the right, however, to refuse to recognise for the purpose of flights above or landing within its own territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.



ARTICLE 7

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.

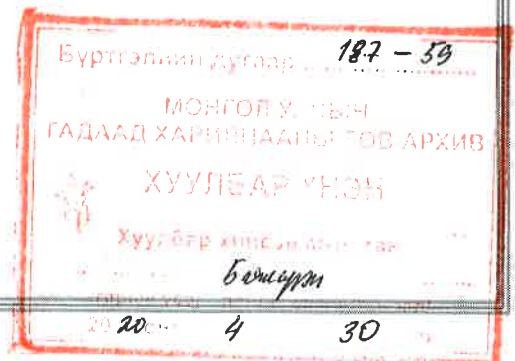
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 that meet the Standards established at that time pursuant to the *Convention on International Civil Aviation (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 action within an agreed time period.

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 another Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search by the authorized 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 Chicago 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 condition of the aircraft conform to the Standards established at that time pursuant to the Convention.

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 authorization of an airline or airlines of the other Contracting Party.

5. Any action by one Contracting Party in accordance with paragraph 4 above shall be discontinued once the basis for the taking of that action ceases to exist.

6. With reference to paragraph 2, if it is determined that one Contracting Party remains in non-compliance with ICAO Standards when the agreed time period 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.



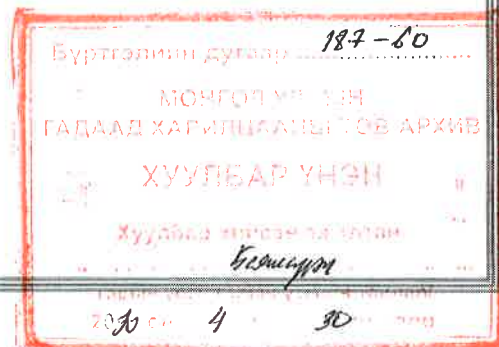
ARTICLE 8
Aviation Security

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, 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 and the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991 as well as with any other convention and protocol relating to the security of civil aviation which both Contracting Parties adhere to.

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 ICAO and designated as Annexes to the Convention to the extent that such Standards and Recommended Practices are applicable to the Contracting 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 in paragraph 3 above required by the other Contracting Party for entry into, departure from, or while within, the territory of that other 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, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to 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 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 9 User Charges

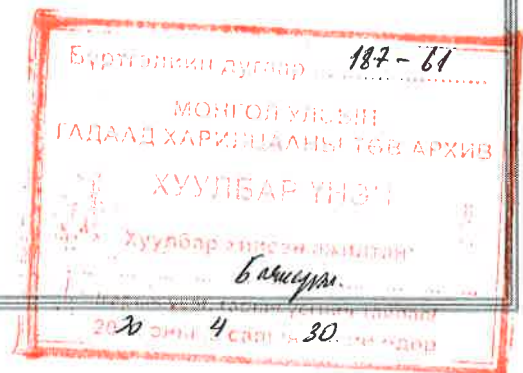
1. Neither Contracting Party shall impose or permit to be imposed on the designated airlines of the other Contracting Party user charges higher than those imposed on its own airlines operating similar international services.

2. Each Contracting Party shall encourage consultations on user charges between its competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable through those airlines' representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.

ARTICLE 10 Custom Duties

1. Each Contracting Party shall on the basis of reciprocity exempt a designated airline of the other Contracting Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees and other national duties and charges not based on the cost of services provided on arrival, on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores and other items such as printed ticket stock, air waybills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charge by that designated airline intended for use or used solely in connection with the operation of servicing of aircraft of the designated airline of such other Contracting Party operating the agreed services.

2. The exemptions granted by this article shall apply to the items referred to in paragraph 1:



- (a) introduced into the territory of the Contracting Party by or on behalf of the designated airline of the other Contracting Party;
- (b) retained on board aircraft of the designated airline of one Contracting Party upon arrival in or leaving the territory of the other Contracting Party; or
- (c) taken on board aircraft of the designated airline of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services;

whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption, provided the ownership of such items is not transferred in the territory of the said Contracting Party.

3. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of a 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.

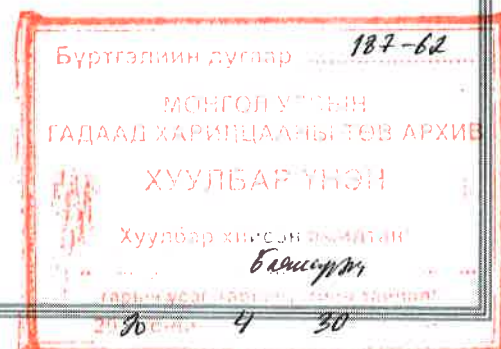
ARTICLE 11 Fair Competition

Each Contracting Party agrees:

- (a) that each designated airline shall have a fair and equal opportunity to compete in providing the international air transportation governed by the agreement; and
- (b) to take action to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of a designated airline of the other Contracting Party.

ARTICLE 12 Capacity

In the operation of the agreed services, the capacity which may be provided by the designated airlines of each Contracting Party shall be such as is decided between the Aeronautical authorities of the Contracting Parties before the commencement of the such services by the airlines concerned and from time to time thereafter.



ARTICLE 13

Tariffs

1. The tariffs to be applied by the designated airline or airlines of a Contracting Party for services covered by this Agreement shall be established at reasonable levels, due regard being paid to all relevant factors, including interests of users, cost of operation, characteristics of service, reasonable profit, tariffs of other airlines and other commercial considerations in the market-place.

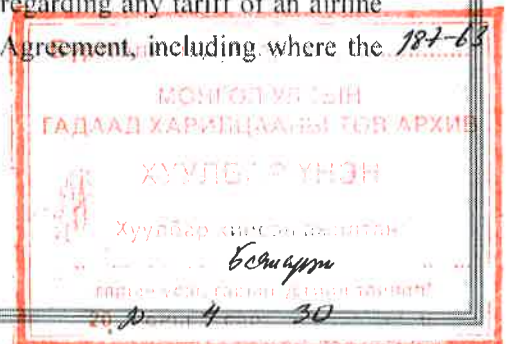
2. The tariffs shall, wherever possible, be agreed by the designated airlines concerned of both Contracting Parties, after discussion as required with their respective governments and, if applicable, consultation with other airlines. Such agreement shall, wherever possible, be reached by the use of the appropriate international tariff coordination mechanism. Failing any multilateral or bilateral agreement, each designated airline may develop tariffs individually.

3. Each Contracting Party may require notification or filing of tariffs proposed by the designated airline(s) of both Contracting Parties for carriage to or from its territory. Such notification or filing may be required not more than sixty (60) days before the proposed date of introduction. In special cases, this period may be reduced.

4. The tariffs to be charged by the designated airlines of the Contracting Parties for carriage between their territories shall be subject to the approval of both Contracting Parties. The tariffs to be charged by a designated airline of one Contracting Party for carriage between the territory of the other Contracting Party and that of a third State on services covered by this agreement shall be subject to the approval requirements of the other Contracting Party.

5. Approval of tariffs consequent upon the provisions of paragraph 4 above may be given expressly by either Contracting Party to the airline(s) filing the tariffs. However, if a Contracting Party has not given in writing to the other Contracting Party and/or the airline(s) concerned notice of disapproval of such tariffs of the airline(s) of the other Contracting Party within forty-five (45) days from the date of submission, the tariffs concerned shall be considered approved. In the event of the period of submission being reduced in accordance with paragraph 3, the Contracting Parties may agree that the period within which any disapproval shall be given be reduced accordingly. No tariff shall come into force if either Contracting Party has given notice of disapproval except as provided in paragraph 6 below.

6. Each Contracting Party may request consultation regarding any tariff of an airline of either Contracting Party for services covered by this Agreement, including where the



tariff concerned has been subject to a notice of disapproval. Such consultations shall be held not later than thirty (30) days after receipt of the request. The Contracting Parties shall cooperate in securing information necessary for reasoned resolution of the issues. If the Contracting Parties reach agreement, each Contracting Party shall use its best efforts to put that agreement into effect. If no agreement is reached any decision to disapprove a tariff shall prevail.

7. If the Contracting Parties cannot resolve an issue with respect to the tariffs mentioned in paragraph 4, the dispute shall be settled in accordance with the provisions of Article 24 (Settlement of Disputes) of this Agreement.

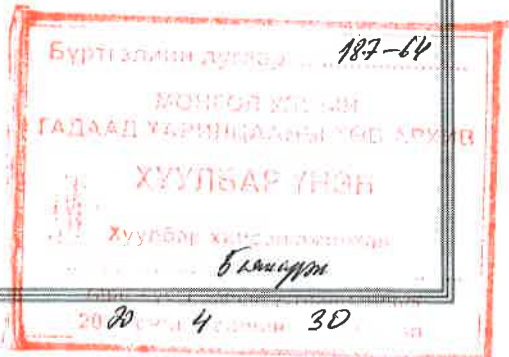
8. A tariff established in accordance with the provisions of this clause shall remain in force, unless withdrawn by the airline(s) concerned or until a new tariff has been approved.

ARTICLE 14 Safeguards

1. The Contracting Parties agree that the following airline practices may be regarded as possible unfair competitive practices which may merit closer examination:

- (a) charging fares and rates on routes at levels which are, in the aggregate, insufficient to cover the costs of providing the services to which they relate;
- (b) the addition of excessive capacity or frequency of service;
- (c) the practices in question are sustained rather than temporary;
- (d) the practices in question have a serious economic effect on, or cause significant damage to, another airline;
- (e) the practices in question reflect an apparent intent or have the probable effect, of crippling, excluding or driving another airline from the market; and
- (f) behaviour indicating an abuse of dominant position on the route.

2. If the Aeronautical authorities of one Contracting Party consider that an operation or operations intended or conducted by the designated airline of the other Contracting Party may constitute unfair competitive behaviour in accordance with the indicators listed in paragraph 1, they may request consultation in accordance with Article 23 (Consultations) with a view to resolving the problem. Any such request shall be



accompanied by notice of the reasons for the request, and the consultation shall begin within fifteen (15) days of the request.

3. If the Contracting Parties fail to reach a resolution of the problem through consultations, either Contracting Party may invoke the dispute resolution mechanism under Article 24 (Settlement of Disputes) to resolve the dispute.

ARTICLE 15

Transfer of Earnings

Each designated airline shall have the right to convert and remit to its country on demand local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted at the effective rate of exchange prevailing on the date of remittance, and shall not be subject to any charges except those normally made by banks for carrying out such conversion and remittance. Such transfer shall be in accordance with the provisions of the foreign exchange control regulations of that Contracting Party.

ARTICLE 16

Representation

1. The designated airline of one Contracting Party shall be allowed, on the basis of reciprocity and in accordance with the laws and regulations relating to entry, residence and employment of the other Contracting Party, to bring in and maintain in the territory of the other Contracting Party their representatives and commercial, operational and technical staff as required in connection with the operation of the agreed services. These staff shall be chosen among nationals of either or both parties as necessary.

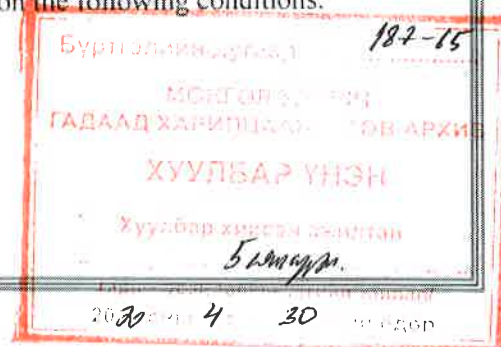
2. These staff requirements may, at the option of the designated airline, be satisfied by its own personnel or by using the services of another organisation, company or airline operating in the territory of the other Contracting Party, and authorized to perform such services in the territory of that Contracting Party.

3. The designated airline of each Contracting Party shall, subject to the respective Contracting Party's rules and regulations, have the right to engage in the sale of air transportation in the territory of the other Contracting Party, either directly or through agents appointed by the designated airline.

ARTICLE 17

Leasing

1. When a designated airline proposes to use an aircraft other than one owned by it on the services provided hereunder, this shall only be done on the following conditions:



- (a) that such arrangements will not be equivalent to allowing a lessor airline of third Party access to traffic rights not otherwise available to that airline;
- (b) that the financial benefit to be obtained by the lessor airline will not be dependent on the profit or loss of the operation of the designated airline concerned; and
- (c) that the responsibility of the continued airworthiness and the adequacy of operating and maintenance standards of the leased aircraft operated by a designated airline will be established to the satisfaction of the Aeronautical authorities of both Contracting Parties.

2. A designated airline is not otherwise prohibited from providing services using leased aircraft provided that any lease arrangement entered into satisfies the conditions listed above.

3. A designated airline shall notify in writing as far as possible in advance, to the Aeronautical authorities of the other Contracting Party, any leasing of aircraft and shall obtain prior approval of said Aeronautical authorities before using any leased aircraft.

4. The receiving Aeronautical authorities shall give their approval within sixty (60) days of receipt of the notification referred to in paragraph 3 above if it is satisfied that the designated airline notifying such leasing of aircraft complies with the provisions of this Article.

ARTICLE 18

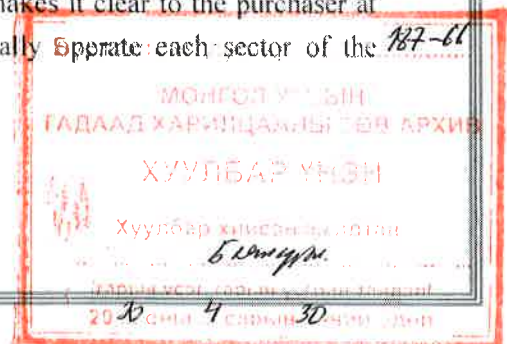
Code-sharing and Cooperative Arrangements

1. In operating or holding out the agreed services on the routes specified in the Annex to this Agreement, the designated airlines of each Contracting Party shall be permitted to enter into cooperative marketing arrangements such as blocked-space or code-sharing arrangements, with:

- (a) an airline or airlines of the same Contracting Party;
- (b) an airline or airlines of the other Contracting Party;

provided that;

- (i) all airlines in such arrangements hold the appropriate authority to operate on the routes and segments concerned; and
- (ii) in respect of any tickets sold, the airline makes it clear to the purchaser at the point of sale which airline will actually operate each sector of the



service and with which airline or airlines the purchaser is entering into a contractual relationship.

2. Where a designated airline operates the agreed services under code-sharing arrangements as the operating airline, the operated capacity shall be counted against the capacity entitlements of the Contracting Party designating the said airline. Capacity offered by a designated airline acting as the marketing airline on the code-share services operated by other airlines shall not be counted against the capacity entitlements of the Contracting Party designating the said marketing airline.

ARTICLE 19
Environmental Protection

The Contracting Parties support the need to protect the environment by promoting the sustainable development of aviation. The aviation environmental standards adopted by the ICAO in Annexes to the Chicago Convention shall be followed except where differences have been filed.

ARTICLE 20
Ban on Smoking

1. Each Contracting Party shall prohibit or cause their airlines to prohibit smoking on all flights carrying passengers operated by its airlines between the territories of the Contracting Parties. This prohibition shall apply to all locations within the aircraft and shall be in effect from the time an aircraft commences enplanement of passengers to the time deplanement of passengers is completed.

2. Each Contracting Party shall take all measures that it considers reasonable to secure compliance by its airlines and by their passengers and crew members with the provisions of this Article, including the imposition of appropriate penalties for non-compliance.

ARTICLE 21
Statistics

The Aeronautical authorities of each Contracting Party shall provide or cause its designated airline or airlines to provide the Aeronautical authorities of the other Contracting Party, upon request, periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services operated by the designated airline(s) of the first Contracting Party.



ARTICLE 22
Approval of Schedules

1. The designated airline of each Contracting Party shall submit its envisaged flight schedules for approval to the Aeronautical authorities of the other Contracting Party at least thirty (30) days prior to the operation of the agreed services. The same procedure shall apply to any modification thereof.

2. For supplementary flights which the designated airline of one Contracting Party wishes to operate on the agreed services outside the approved timetable, that airline must request prior permission from the Aeronautical authorities of the other Contracting Party. Such requests shall usually be submitted at least five (5) working days prior to the operation of such flights.

ARTICLE 23
Consultations

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

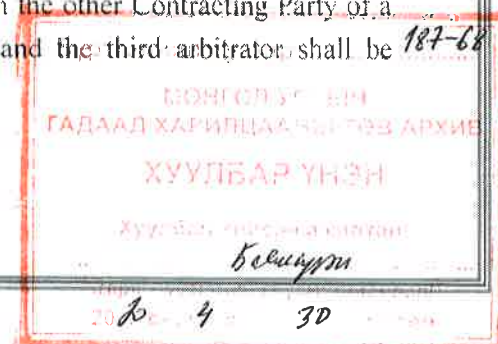
2. Such consultations, which may be between Aeronautical authorities, and which may be through discussion or by correspondence shall begin within a period of sixty (60) days from the date the other Contracting Party receives a request, unless otherwise agreed by the Contracting Parties.

ARTICLE 24
Settlement of Disputes

1. Any dispute arising 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 consultations and negotiation.

2. If the Contracting Parties fail to reach a settlement through consultations, the dispute may, at the request of either Contracting Party, be submitted to arbitration constituted in accordance with the procedures set forth below.

3. Arbitration shall be by a Tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that the third such arbitrator shall not be a national of either Contracting Party. Each Contracting Party shall designate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a diplomatic note requesting arbitration of the dispute, and the third arbitrator shall be



agreed upon within a further period of sixty (60) days. If either of the Contracting Parties fails to designate its own arbitrator within the period of sixty (60) days or if the third arbitrator is not agreed on within the period indicated, the President of the Council of ICAO may be requested by either Contracting Party to appoint an arbitrator or arbitrators. If the President is of the same nationality as one of the Contracting Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.

4. The arbitration tribunal shall determine its own procedure.

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

6. Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Contracting Parties, including any expenses incurred by the President of the Council of ICAO in implementing the procedures in paragraph 3 of this Article.

7. If and so long as either Contracting Party fails to comply with any decision given under paragraph 3, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this agreement to the Contracting Party in default or to the designated airline or airlines in default.

ARTICLE 25

Amendments

1. Either Contracting Party may at any time request consultation with the other Contracting Party for the purpose of amending this Agreement or its Annex. Such consultation shall begin within a period of sixty (60) days from the date of receipt of such request. Such consultations may be conducted through discussion or by correspondence.

2. Any amendment to the Agreement shall enter into force when confirmed by an exchange of diplomatic notes.

3. Any amendment of the Annex may be made by written agreement between the Aeronautical authorities of the Contracting Parties.

ARTICLE 26

Multilateral Agreements

If a multilateral agreement concerning air transport comes into force in respect of both Contracting Parties, this Agreement shall be amended so far as is necessary to conform with the provisions of that multilateral agreement.



ARTICLE 27
Termination

Either Contracting Party may, at any time, give notice in writing, through diplomatic channels, to the other Contracting Party of its intention to terminate this Agreement. Such notice shall be simultaneously communicated to ICAO. This Agreement shall be terminated twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement before the end of this period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after receipt of the notice by ICAO.

ARTICLE 28
Registration with ICAO

This Agreement and any amendment thereto shall be registered with the ICAO by the Aeronautical authority of Mongolia.

ARTICLE 29
Entry into Force

This Agreement shall enter into force on the date of the receipt of the last written notification through diplomatic channels confirming that Contracting Parties have completed their internal procedures for the entry into force of this Agreement.

In witness thereof, the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed this Agreement.

Done in duplicate at BALT on this day of 27 SEP 2017 (month and year), in English, Mongolian and Myanmar languages. In the case of divergence between the texts of this Agreement, the English text shall prevail.

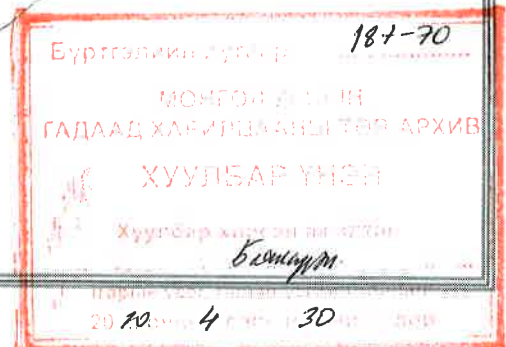
For the Government of
Mongolia



For the Government of
the Republic of the Union of Myanmar



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ANNEX
Route Schedules

- I. The routes to be operated by the designated airline(s) of Mongolia in both directions are as follows:

Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Points in Mongolia	To be determined later	Points in Myanmar	To be determined later

- II. The routes to be operated by the designated airline(s) of the Republic of the Union of Myanmar in both directions are as follows:

Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Points in Myanmar	To be determined later	Points in Mongolia	To be determined later

Notes:

- The designated airline(s) of either Contracting Party may omit on any or all flights, any point on the specified routes and may serve them in any order, provided the agreed service begin and terminate in the territory of the Contracting Party designating the airline.
- The exercise of fifth freedom traffic rights by the designated airline(s) of both Contracting Parties on the above routes shall be agreed upon between the Aeronautical authorities of the two Contracting Parties.

