

Appendix B

Air Services Agreement

between

the Government of the Republic of Singapore

and

the Government of the Kingdom of Denmark

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The Government of the Republic of Singapore and the Government of the Kingdom of Denmark, hereinafter referred to individually as “Singapore” and “Denmark” respectively and collectively 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;

Noting the Agreement between the European Community and Singapore on Certain Aspects of Air Services signed on the ninth day of June 2006; and

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

Have agreed as follows:

Article 1 Definitions

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

- (a) “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 of the Convention under Articles 90 and 94 thereof, insofar as such Annexes and amendments have been adopted by both Contracting Parties;
- (b) “aeronautical authorities” means, in the case of Singapore, the Minister for Transport and the Civil Aviation Authority of Singapore; and in the case of [*Denmark, the Ministry of Transport / Norway, the Ministry of Transport and Communications / Sweden, the Civil Aviation Authority*], or in either case, any person or body authorized to perform any particular function to which this Agreement relates;
- (c) “designated airline” means an airline which has been designated in accordance with Article 3 of this Agreement;
- (d) “territory” in relation to a State has the meaning assigned to it in Article 2 of the Chicago Convention;
- (e) “air service”, “international air service”, “airline” and “stop for non-traffic purposes” have the meanings respectively assigned to them in Article 96 of the Convention;
- (f) “Agreement on the European Economic Area” means the Agreement on the European Economic Area, done at Oporto on the second day of May 1992, between the European Community and its Member States on the one hand, and the Member States of the European Free Trade Association, with the exclusion of the Swiss Confederation, on the other hand;
- (g) “EEA” means the enhanced free trade area established by the Agreement on the European Economic Area;
- (h) “EEA State” means a State that is a Contracting Party to the Agreement on the EEA;

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- (i) "Agreement" means this Agreement and any amendments thereto;
- (j) "tariff" means the prices which the designated airlines, including their agents, charge for the carriage of passengers, baggage or cargo and the conditions under which those prices apply, but excluding remuneration and conditions for the carriage of mail;
- (k) "user charge" 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;
- (l) "Air Operator's 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;
- (m) "ICAO" means the International Civil Aviation Organization; and
- (n) references in this Agreement to airlines of Denmark shall be understood as referring to airlines designated by Denmark.

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Article 2
Traffic Rights

1. Each Contracting Party grants to the other Contracting Party the following rights for the conduct of international air services by airlines designated by the other Contracting Party:

- (a) the right to fly across its territory without landing;
- (b) the right to make stops in its territory for non-traffic purposes;
- (c) the right, in accordance with the terms of their designations, to make stops at points specified in paragraph 2 for the purpose of taking on board and discharging passengers, baggage, cargo and mail, coming from or destined for points on the specified routes; and
- (d) the rights otherwise specified in this Agreement.

2. The designated airlines of each Contracting Party shall also be entitled to perform air services, whether for the carriage of passengers, cargo, mail, separately or in combination, as follows:

Routes to be operated by the designated airline or airlines of Denmark

Behind Points - Points in Denmark - Intermediate Points - Points in Singapore - Points Beyond

Routes to be operated by the designated airline or airlines of Singapore:

Behind Points - Points in Singapore - Intermediate Points - Points in Denmark- Points Beyond

These services and routes are hereinafter called "the agreed services" and "the specified routes" respectively.

3. While operating an agreed service on a specified route, the airlines designated by each Contracting Party may, in addition to the rights specified above, on any or all flights and at the option of each airline:

- (a) operate flights in either or both directions;

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- (b) combine different flight numbers within one aircraft operation;
- (c) serve intermediate and beyond points and points in the territories of the Contracting Parties on the routes in any combination and in any order;
- (d) omit stops at any point or points;
- (e) transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes; and
- (f) serve points behind any point in its territory with or without change of aircraft or flight number and hold out and advertise such services to the public as through services

without directional or geographic limitation, on an open route schedule, with unlimited capacities and frequencies, with any aircraft type, and without loss of any right to carry traffic otherwise permissible under this Agreement; provided that these flights, with the exception of all-cargo services, originate in the territory of the Contracting Party designating the airline(s).

4. Nothing in this Article shall be deemed to confer on a designated airline of one Contracting Party the right 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 Contracting Party.

5. The airlines of each Contracting Party, other than those designated under Article 3, shall also enjoy the rights specified in paragraph 1 (a) and (b) of this Article.

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Article 3
Designation and Authorisation of Airlines

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes and to withdraw or alter such designations.

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

(a) in the case of an airline designated by Denmark:

(i) it is established in the territory of Denmark under the Treaty establishing the European Community or under the Agreement on the European Economic Area, as applicable, and has a valid Operating Licence in accordance with European Community law or in accordance with national law adopted under the Agreement on the European Economic Area, as applicable;

(ii) effective regulatory control of the airline is exercised and maintained by the EEA Member State responsible for issuing its Air Operator's Certificate, and the relevant aeronautical authority is clearly identified in the designation;

(iii) the airline has its principal place of business in the territory of the EEA Member State from which it has received the valid operating licence; and

(iv) the airline is owned, directly or through majority ownership, and is effectively controlled by an EEA Member State and/or nationals of an EEA Member State and/or by the Swiss Confederation and/or nationals of the Swiss Confederation;

(b) in the case of an airline designated by Singapore:

(i) Singapore has and maintains effective regulatory control of the airline; and

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(ii) it has its principal place of business in Singapore;

(c) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party considering the application or applications.

3. When an airline has been so designated and authorised, it may begin to operate air services on the specified routes, provided that the airline complies with all applicable provisions of this Agreement.

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Article 4
Revocation or Suspension of Authorisation

1. Either Contracting Party may refuse, 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 Denmark:

(i) it is not established in the territory of Denmark under the Treaty establishing the European Community or in accordance with the Agreement on the European Economic Area, or does not have a valid Operating Licence in accordance with European Community law or in accordance with national law adopted in accordance with the Agreement on the European Economic Area; or

(ii) effective regulatory control of the airline is not exercised or not maintained by the EEA Member State responsible for issuing its Air Operator's Certificate, or the relevant aeronautical authority is not clearly identified in the designation; or

(iii) the airline does not have its principal place of business in the territory of the EEA Member State from which it has received its operating licence; or

(iii) the airline is not owned, directly or through majority ownership, and is not effectively controlled by an EEA Member State and/or by nationals of an EEA Member State and/or by the Swiss Confederation and/or nationals of the Swiss Confederation; or

(iv) it can be demonstrated that by exercising traffic rights under this Agreement on a route that includes a point in another EEA Member State, including the operation of a service which is marketed as, or otherwise constitutes a through service, the airline would in effect be circumventing restrictions on traffic rights imposed by an agreement between Singapore and that other EEA Member State; or

(v) the airline holds an Air Operator's Certificate issued by an EEA Member State and there is no bilateral air services agreement between Singapore and that EEA Member State and it can be demonstrated that

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the necessary traffic rights to conduct the proposed operation are not reciprocally available to the designated airlines of Singapore;

(b) in the case of an airline designated by Singapore:

(i) Singapore is not maintaining effective regulatory control of the airline; or

(ii) it does not have its principal place of business in Singapore;

(c) that airline has failed to comply with the laws and regulations of the Contracting Party granting this authorisation or these permissions; or

(d) if the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement; or

(e) in the case of failure by the other Contracting Party to take appropriate action to improve safety in accordance with:

(i) paragraph 2 of Article 16 of this Agreement; or

(ii) paragraph 6 of Article 16 of this Agreement.

2. Unless immediate revocation or suspension of the operating authorisation mentioned in paragraph 1 of this Article, or imposition of the conditions therein, is essential to prevent further infringements of laws and regulations, such right shall be exercised only after consultations with the other Contracting Party.

3. This Article does not limit the rights of either Contracting Party to withhold, revoke, limit or impose conditions on the operating authorisation or technical permission of a designated airline of that other Contracting Party, in accordance with the provisions of Article 17 of this Agreement.

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Article 5
Utilisation of Airports and Facilities

1. Neither Contracting Party shall impose on a designated airline of the other Contracting Party user charges higher than those imposed on its own airlines operating between the territories of the Contracting Parties.
2. Any air navigation facility charge imposed on international traffic performed by airlines designated or licensed by one of the Contracting Parties shall be reasonably related to the cost of service rendered to the airline concerned, and levied in accordance with the relevant guidelines issued by the ICAO.
3. When operating the agreed services, the same uniform conditions shall apply to the use by the airlines of both Contracting Parties of airports as well as of all other facilities under their control.
4. Each Contracting Party shall encourage consultations on user charges between its competent charging bodies and the airlines using the services and facilities provided by those charging bodies, where practicable through those airlines' representative organizations. Reasonable notice of any proposals for changes in such 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 bodies and such users to exchange appropriate information concerning such charges.

Article 6 Customs Duties

1. Aircraft operated on international air services by a designated airline of either Contracting Party, as well as its regular equipment, supplies of fuel 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, supplies and stores remain on board the aircraft up to such time as they are re-exported.
2. With the exception of charges based on the cost of the service provided, the following items shall also be exempt from duties, fees and charges referred to in paragraph 1 of this Article:
 - (a) aircraft stores, introduced into or supplied in the territory of a Contracting Party, and taken on board, within reasonable limits, for use on outbound aircraft engaged in an international air service of a designated airline of the other Contracting Party;
 - (b) spare parts, including engines, introduced into the territory of a Contracting Party for the maintenance or repair of aircraft used in an international air service of a designated airline of the other Contracting Party; and
 - (c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Contracting Party for use in an aircraft engaged in an international air service of a designated airline of the other Contracting Party, even when these supplies are to be used on a part of the journey performed over the territory of the Contracting Party in which they are taken on board.
3. The items referred to in paragraphs 1 and 2 of this Article may be required to be kept under the supervision or control of the appropriate authorities.
4. The exemptions provided for by this Article shall also apply in situations where a designated airline of one Contracting Party has entered into arrangements with other airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraphs 1 and 2 of this Article, provided such other airlines similarly enjoy such exemptions from the other Contracting Party.

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Article 7
Storage of Airborne Equipment and Supplies

The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of its customs authorities. Such items 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.

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Article 8
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 airlines 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 and cargo, including mail, such as those regarding immigration, customs, currency and health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airlines 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 services in the application of its laws and regulations provided for in this Article.

Article 9
Entry Clearance Regulations

Passengers, baggage and cargo in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall be subject to a very simplified customs and immigration control. Passengers, baggage and cargo in direct transit through the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose may be subject to further examination for reasons of aviation security, narcotics control, prevention of illegal entry or in special circumstances. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

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Article 10
Capacity Provisions

1. Each Contracting Party shall allow fair and equal opportunity for the designated airlines of both Contracting Parties to compete in the international air transportation covered by this Agreement.
2. Each Contracting Party shall endeavour to take appropriate action within its jurisdiction to eliminate discrimination or unfair competition.
3. Neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Contracting Party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.
4. Neither Contracting Party shall impose on the other Contracting Party's designated airlines a first refusal requirement, uplift ratio, no-objection fee or any other requirement with respect to the capacity, frequency or traffic which would be inconsistent with the purposes of this Agreement.

Article 11 Tariffs

1. Tariffs for international air transport operated pursuant to this Agreement shall not be required to be filed with the aeronautical authorities of either Contracting Party.
2. Without limiting the application of general competition and consumer law in each Contracting Party, consultations may be initiated by either Contracting Party to:
 - (a) prevent unreasonably discriminatory tariffs or practices;
 - (b) protect consumers from tariffs that are unreasonably high or unreasonably restrictive due either to the abuse of a dominant position or to concerted practices among air carriers; and
 - (c) protect airlines from tariffs that are artificially low because of direct or indirect governmental subsidy or support.
3. Notwithstanding the provisions of paragraphs 1 and 2 of this Article, the tariffs to be charged by the designated airline(s) of Singapore for carriage wholly within the EEA shall be subject to European Community law or national law adopted in accordance with the Agreement on the European Economic Area, as applicable, which shall be applied on a non-discriminatory basis.

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Article 12
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 without restrictions at the rate of exchange applicable to current transactions which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges except those normally made by banks for carrying out such conversion and remittance.

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Article 13
Co-operative Marketing Arrangements

1. In operating or holding out services on the agreed routes, any designated airline of one Contracting Party may enter into co-operative marketing arrangements such as blocked-space or codesharing arrangements, with:

- (a) an airline or airlines of either Contracting Party; and/or
- (b) an airline or airlines of a third Party, provided that if such third Party does not acknowledge or allow comparable arrangements between the airlines of the other Contracting Party and other airlines on services to, from and via such third country, the Contracting Parties have the right not to accept such arrangements.

2. Paragraph 1 is subject to the following conditions:

- (a) The operating airline must, for a route sector to/from the territory of one of the Contracting Parties, hold route rights for that sector.
- (b) The operating airline or the airline holding out services under its own code on a codesharing sector must hold traffic rights for that codesharing sector.
- (c) All airlines must meet the requirements applied to such arrangements regarding information to customers and filing procedures.

Article 14
Airline Representation

1. Each Contracting Party grants to a designated airline of the other Contracting Party, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, the right to maintain in its territory representatives including office, administrative, commercial and technical personnel as may be necessary for the requirements of the designated airline concerned.

2. The designated airlines of a Contracting Party shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party, either directly or through agents or other intermediaries of the airline's choice, including the right to establish offices, both on-line and off-line. A Contracting Party shall not restrict the right of the designated airlines of the other Contracting Party to sell, and of any person to purchase, such transportation in local or in any freely convertible currency. Nor shall a Contracting Party restrict the right of a designated airline of the other Contracting Party to pay in local or in any freely convertible currency its locally incurred costs.

Article 15
Approval of Flight Schedules

1. Airlines designated by a Contracting Party shall submit their traffic programmes for approval to the aeronautical authorities of the other Contracting Party at least thirty (30) days prior to the beginning of the operation. The programme shall include in particular the timetables, the frequency of the services and the types of aircraft to be used.

2. Any alteration made in an approved air traffic programme at a later date shall also be submitted for approval.

Article 16 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 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 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 of this Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the airline or 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 authorized 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 such 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 licenses 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 or airlines of one Contracting Party in accordance with paragraph 3 above is denied by the representative of that airline or airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 above arise and draw the conclusions referred in that paragraph.

6 Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a 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 above shall be discontinued once the basis for the taking of that action ceases to exist.

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Article 17 Aviation Security

1. Each Contracting Party reaffirms that its obligation to the other Contracting Party to protect the security of civil aviation against unlawful interference forms an integral part of this Agreement. Each Contracting Party shall in particular act in conformity with the aviation security 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, the *Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on 23 September 1971*, signed at Montreal on 24 February 1988, the *Convention on the Marking of Plastic Explosives for the Purpose of Detection*, signed at Montreal on 1 March 1991, and any other multilateral agreement governing civil aviation security binding upon both Contracting Parties.

2. Each Contracting Party shall be provided at its request with all necessary assistance by the other Contracting Party 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 applicable aviation security provisions established by the ICAO and designated as Annexes to the Convention. Each Contracting Party shall require that operators of aircraft of its registry or operators of aircraft having their principal place of business or permanent residence in its territory and the operators of airports in its territory act in conformity with such aviation security provisions.

4. 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, aviation security provisions in conformity with the law in force in that country, including, in the case of Denmark, European Community law or national law adopted in accordance with the Agreement on the European Economic Area, as applicable. 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, mail 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. If 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, airport or air navigation facilities occurs, each Contracting Party shall assist the other Contracting Party by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the aeronautical authorities of the first Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph 1 of Article 4 of this Agreement. When required by an emergency, a Contracting Party may take interim action under paragraph 1 of Article 4 of this Agreement prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

7. Each Contracting Party may request consultations at any time concerning security standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of that request.

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Article 18
Regulatory Control

Where Denmark has designated an airline whose regulatory control is exercised and maintained by another EEA Member State, the rights of Singapore under Article 16 of this Agreement shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other EEA Member State and in respect of the operating authorisation of that airline.

Article 19
Recognition of Certificates and Licences

Certificates of airworthiness, certificates of competency and licences issued or validated in accordance with the laws and regulations of one Contracting Party, including, in the case of Denmark, the applicable laws and regulations of the European Community, 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 to, or above the minimum standards established under the Chicago Convention. Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of flights above its territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

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Article 20 Leasing

1. Either Contracting Party may prevent the use of leased aircraft for services under this Agreement which does not comply with Articles 16 and 17 of this Agreement.
2. Subject to paragraph 1 above, the designated airlines of each Contracting Party may use aircraft (or aircraft and crew) leased from any company, including other airlines, provided that this would not result in a lessor airline exercising traffic rights it does not have.
3. A designated airline shall give thirty (30) days' written notification to the aeronautical authorities of the other Contracting Party of any leasing of aircraft, together with the terms of such arrangements, and obtain prior approval of the said aeronautical authorities before using any leased aircraft; provided that where the leasing of aircraft becomes necessary for emergency reasons and the lease does not exceed ninety (90) days, approval shall not be withheld solely for reason that less than thirty (30) days' notice was given if reasonable prior notification was given.
4. Where the lessor of the aircraft:
 - (a) is neither an airline nor controlled by one; and
 - (b) is neither a subsidiary company of, related company to nor an associate company of an airline,

paragraph (3) does not apply.

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Article 21 Intermodal Transport

Any designated airline(s) and indirect providers of cargo transportation of each Contracting Party shall be permitted, without restriction, to employ in connection with international air freight services any surface transportation for cargo to or from any points within or outside the territories of the Contracting Parties, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. The designated airline(s) may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of cargo air transportation. Such intermodal cargo services may be offered at a single, through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation.

Article 22

Consultations

Either Contracting Party may at any time request consultations on the implementation, interpretation or amendment to this Agreement or compliance with the Agreement. Such consultations, which may be between aeronautical authorities, shall begin within a period of thirty (30) days from the date the other Contracting Party receives a written request, unless otherwise agreed by the Contracting Parties.

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Article 23 Amendments

1. Any amendments to this Agreement agreed by the Contracting Parties shall come into force when approved in accordance with the constitutional requirements of both Contracting Parties and as confirmed by an exchange of diplomatic notes.

2. If a multilateral agreement concerning air transport comes into force in respect of both Contracting Parties, any inconsistency in the obligations of the Contracting Parties under this Agreement and that other agreement shall, as between both Contracting Parties, be resolved in favour of the provision(s) that provide for the designated airlines the greater (i) exercise of rights, (ii) aviation security or (iii) aviation safety, unless otherwise agreed by the Contracting Parties or the context otherwise requires.

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Article 24 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 endeavour to settle it by negotiation.

2. If the Contracting Parties fail to reach a settlement of the dispute by negotiation, the dispute may 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 and the third arbitrator shall be appointed within a period of sixty (60) days from the date of nomination of the two other arbitrators. 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 ICAO may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In all cases, the third arbitrator shall be a national of a third State, shall act as president of the tribunal and shall determine the place where the arbitration will be held. If the President is of the same nationality as one of the Contracting Parties or considers that he is a national of a State which cannot be regarded as neutral in relation to the dispute, the most senior Vice-President who is not disqualified on that ground shall make the appointment.

3. Except as hereinafter provided in this Article or as otherwise agreed by the Contracting Parties, the tribunal shall determine the limits of its jurisdiction and establish its own procedure. At the direction of the tribunal, or at the request of either of the Contracting Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than thirty (30) days after the tribunal is fully constituted.

4. Except as otherwise agreed by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within forty-five (45) days after the tribunal is fully constituted. Each Contracting Party may submit a reply within sixty (60) days of submission of the other Contracting Party's memorandum. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within thirty (30) days after replies are due.

5. The tribunal shall attempt to give a written decision within thirty (30) days after completion of the hearing or, if no hearing is held, thirty (30) days after the date both replies are submitted. The decision of the tribunal shall be taken by a majority vote.

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

7. Each Contracting Party shall bear the costs of the arbitrator it has nominated as well as of its representation in the arbitral proceeding. The cost of the President implementing the procedures in paragraph 2 and any other costs shall be borne in equal parts by the Contracting Parties.

8. The Contracting Parties undertake to comply with any decision of the tribunal.

9. If and as long as either Contracting Party fails to comply with any decision under paragraph 5 of this Article, 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 a designated airline in default.

**Article 25
Registration**

This Agreement and any subsequent amendments thereto shall be submitted by the Contracting Parties to the ICAO.

Article 26 Termination

Either Contracting Party may at any time give written notice through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement; such notice shall be simultaneously communicated to the ICAO. 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 ICAO.

Article 27
Entry into Force

1. This Agreement shall enter into force on the date of its signature.
2. Upon the entry into force of this Agreement, this Agreement shall supersede the previous Air Services Agreement between the Government of the Republic of Singapore and the Government of the Kingdom of Denmark signed on 20 December 1966 in Singapore and the draft Air Services Agreement between the Government of the Republic of Singapore and the Government of the Kingdom of Denmark initialled on 21 October 1998 in Singapore, and all amendments thereto, as well as all related Memoranda of Understanding.

In witness whereof, the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

Done at [] on [] in duplicate in the English language.

FOR THE GOVERNMENT OF
THE KINGDOM OF DENMARK

FOR THE GOVERNMENT OF
THE REPUBLIC OF SINGAPORE

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