

DAY

(4)



AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE
AND
THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE

The Government of the Republic of Sierra Leone and the Government of the Republic of Singapore (hereinafter referred to individually as "Sierra Leone" and "Singapore" respectively and collectively as the "Contracting Parties");

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

Acknowledging the importance of air transportation as a means of creating and preserving friendship, understanding and co-operation between the peoples of the Contracting Parties;

Desiring to promote an international aviation system based on competition among airlines in the marketplace with minimum government intervention and regulation;

Desiring to facilitate the expansion of international air services opportunities;

Recognising that efficient and competitive international air services enhance trade, the welfare of consumers, and economic growth;

Desiring to make it possible for airlines to offer the travelling and shipping public a variety of services options, and wishing to encourage individual airlines to develop and implement innovative and competitive prices; and

Desiring to ensure the highest degree of safety and security in international air services and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardise the safety of persons or property, adversely affect the operation of air services, and undermine public confidence in the safety of civil aviation;

Have agreed as follows:

ARTICLE 1

Definitions

(1) For the purpose of this Agreement, unless the context otherwise requires, 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 Sierra Leone, the Ministry of Transport and Aviation, and the Sierra Leone Civil Aviation Authority, and in the case of Singapore, the Minister for Transport, and the Civil Aviation Authority of Singapore; or, in both cases, their successors or any person or body who may be authorised to perform any functions at present exercisable by the above-mentioned authorities or similar functions;
- (c) "Agreement" means this Agreement, its Annex and any amendments thereto;
- (d) "agreed services" means scheduled international air services on the routes specified in the Annex to this Agreement for the transportation of passengers, baggage, cargo and mail, separately or in combination, in accordance with agreed capacity entitlements;
- (e) "capacity" means the amount(s) of services provided under this Agreement, usually measured in the number of flights (frequencies) or seats or tonnes of cargo offered in a market (city pair, or country to country) or on a route during a specific period, such as daily, weekly, seasonally or annually;
- (f) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof, insofar as such Annexes or amendments have become effective for both Contracting Parties;
- (g) "designated airline" means an airline which has been designated and authorised to operate the agreed services in accordance with Article 3 (Designation and Authorisation) of this Agreement;
- (h) "intermodal air transportation" means the public carriage by aircraft and by one or more surface modes of transport of passengers,

baggage, cargo and mail, separately or in combination, for remuneration or hire;

- (i) "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;
- (j) "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;
- (k) "user charges" means a charge made to airlines by the competent authority or permitted by that authority 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 service", "international air service", "airline", and "stop for non-traffic purposes" have the meanings assigned to them in Article 96 of the Convention;
- (m) "aircraft equipment", "stores" and "spare parts" have the meanings assigned to them in Annex 9 of the Convention;
- (n) "specified route" means a route specified in the Annex to this Agreement; and
- (o) all references to words in the singular shall be construed to include the plural and all references to words in the plural shall be construed to include the singular as the context requires.

ARTICLE 2

Grant of Rights

(1) Each Contracting Party grants to the other Contracting Party the following rights in respect of international air services conducted by the designated airlines of 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 to make stops at the point(s) on the route(s) specified in the Annex to this Agreement for the purpose of taking on board and discharging passengers, baggage, cargo and mail, separately or in combination; and
- (d) the rights otherwise specified in this Agreement.

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

(3) Nothing in this Article shall be deemed to confer on the designated airlines of each Contracting Party the right to take on board, in the territory of the other Contracting Party, passengers, baggage, cargo, or mail, separately or in combination, carried for remuneration or hire and destined for another point in the territory of the other Contracting Party.

(4) All the rights granted in this Article by each Contracting Party shall not be assigned to any other third party.

(5) If because of armed conflict, political disturbances or developments, or special and unusual circumstances, the designated airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate rearrangements of such routes, including the grant of rights for such time as may be necessary to facilitate viable operations.

ARTICLE 3

Designation and Authorisation

(1) Each Contracting Party shall have the right to designate one or more airline(s) for the purpose of operating the agreed services on the routes specified in the Annex to this Agreement and to withdraw or alter such designations. Such designations or withdrawals or alterations thereof as the case may be, shall be transmitted in writing through the diplomatic channel to the other Contracting Party.

(2) On receipt of such a designation, and of application from the designated airline, in the form and manner prescribed for operating authorisation and technical permission, the aeronautical authorities of the other Contracting Party shall grant the appropriate operating authorisation and technical permission with minimum procedural delay, provided that:

- (a) the incorporation and principal place of business of the designated airline are in the territory of the Contracting Party designating the airline;
- (b) effective regulatory control of the designated airline is exercised and maintained by the Contracting Party designating the airline;
- (c) the designated airline is able to satisfy the aeronautical authorities of the Contracting Party receiving the designation that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such aeronautical authorities in conformity with the Convention; and
- (d) the Contracting Party designating the airline is in compliance with Article 8 (Aviation Safety) and Article 9 (Aviation Security) of this Agreement.

(3) On receipt of the operating authorisation and technical permission, 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, Suspension and Limitation of Operating Authorisation or Technical Permission

(1) The aeronautical authorities of each Contracting Party shall have the right to withhold, revoke, suspend, limit or impose conditions on the operating authorisation or technical permission of a designated airline of the other Contracting Party, in any case where:

- (a) the aeronautical authorities of the Contracting Party receiving the designation are not satisfied that the incorporation and principal place of business of the designated airline are in the territory of the Contracting Party designating the airline; or
- (b) effective regulatory control of the designated airline is not exercised and maintained by the Contracting Party designating the airline; or
- (c) the designated airline is unable to satisfy the aeronautical authorities of the Contracting Party receiving the designation that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such aeronautical authorities in conformity with the Convention; or
- (d) the Contracting Party designating the airline is not in compliance with Article 8 (Aviation Safety) and Article 9 (Aviation Security) of this Agreement; or
- (e) the designated airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

(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 8 (Aviation Safety) or Article 9 (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 20 (Consultations) of this Agreement.

(3) This Article does not limit the rights of each Contracting Party to withhold, revoke, suspend, limit or impose conditions on the operating authorisation or technical permission of a designated airline of the other Contracting Party, in accordance with Article 8 (Aviation Safety) and Article 9 (Aviation Security) of this Agreement.

ARTICLE 5

Application of Laws

- (1) The laws and regulations of each 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 each 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, 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 6

Direct Transit

Passengers, baggage, cargo and mail in direct transit through the territory of each Contracting Party and not leaving the area of the airport reserved for such purpose shall not be subject to further examination except 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.

ARTICLE 7

Recognition of Certificates and Licences

- (1) Certificates of airworthiness, certificates of competency and licences 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 licences 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 licences or certificates referred to in paragraph (1) above, issued or rendered valid 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, whether or not that difference has been filed with the International Civil Aviation Organisation, the other Contracting Party may, without prejudice to the rights of the Contracting Party, request consultations in accordance with Article 20 (Consultations) with the Contracting Party with a view to satisfying itself that the practice in question is acceptable to it.
- (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 licences granted to its own nationals by the other Contracting Party.

ARTICLE 8

Aviation Safety

(1) Each Contracting Party may request consultations at any time concerning safety standards adopted by the other Contracting Party in any area relating to aeronautical facilities, flight crew, aircraft or 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 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 (Withholding, Revocation, Suspension and Limitation of Operating Authorisation or Technical Permission) of this Agreement.

(3) Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the 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 authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its flight 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 a series of ramp inspections gives rise to serious concerns that:

- (a) 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) 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 ramp inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the

flight crew of that aircraft have 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 or on behalf of the airline or airlines of one Contracting Party in accordance with paragraph (3) of this Article 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) of this Article arise and draw the conclusions referred in that paragraph.

(6) Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultations or otherwise, that immediate action is essential to the safety of an airline operation.

(7) Any action by one Contracting Party in accordance with paragraph (2) or paragraph (6) of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 9

Aviation Security

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

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

(3) The Contracting Parties shall provide, upon request, all practicable 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.

(4) The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organisation and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties. Each Contracting Party shall require that operators of aircraft of its registry or operators of aircraft that have 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.

(5) Each Contracting Party agrees that such operators of aircraft shall be required to observe the aviation security provisions referred to in paragraph (4) of this Article and in conformity with the laws and regulations in force in the other Contracting Party as required 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 act favourably upon any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

(6) 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, to the extent practicable under the circumstances.

(7) 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 Article 4 (Withholding, Revocation, Suspension and Limitation of Operating Authorisation or Technical Permission) of this Agreement. When required by an emergency, or to prevent further non-compliance with the provisions of this Article, a Contracting Party may take interim action under Article 4 (Withholding, Revocation, Suspension and Limitation of Operating Authorisation or Technical Permission) 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.

ARTICLE 10

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 air services.
- (2) Each Contracting Party shall encourage consultations on user charges between its competent charging authority 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 authority and such users to exchange appropriate information concerning user charges.

ARTICLE 11

Customs 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 laws, rules and regulations from customs duties, excise taxes, inspection fees and other national duties and charges on aircraft, fuel, ground equipment, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores including food, beverages, liquor and tobacco for sale to or use by passengers in limited quantities during the flight and other items, such as printed 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 or servicing of aircraft of the designated airline of the other Contracting Party operating the agreed services.

(2) The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article, which are:

- (a) introduced into the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party provided that such items may be required to be kept under customs control or supervision; or
- (b) retained on board aircraft for use by 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 by the designated airline of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed air 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 exemptions provided for by this Article shall also apply to cases where a designated airline of one Contracting Party has entered into arrangements with another airline for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph (1) of this Article, provided such other airline similarly enjoys such exemption from the other Contracting Party.

ARTICLE 12

Fair Competition

Each Contracting Party shall afford the designated airlines of the other Contracting Party fair and equal opportunity, in accordance with its competition laws, to operate the agreed services.

ARTICLE 13

Capacity

(1) Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air service it offers. Consistent with this right, 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.

(2) Neither Contracting Party shall impose on the designated airlines of the other Contracting Party a first-refusal requirement, uplift ratio, no-objection fee, or any other requirements with respect to capacity, frequency or traffic that would be inconsistent with the purposes of this agreement.

(3) A Contracting Party may require the filing of schedules (including any code-share arrangements), programmes for non-scheduled air services, or operational plans by the airlines of the other Contracting Party for approval on a non-discriminatory basis to enforce uniform conditions. If a Contracting Party requires filings for information purposes, it shall minimise the administrative burdens of filing requirements and procedures on air transportation intermediaries and on designated airlines of the other Contracting Party.

(4) A designated airline of a Contracting Party shall submit to the aeronautical authorities of the other Contracting Party for approval, not later than thirty (30) days prior to the date of operation of any agreed service, the timetable of its intended services, specifying the frequency, type of aircraft, configuration and number of seats to be made available to the public. The same procedure shall apply to any subsequent changes to the approved timetables of the designated airline.

(5) The aeronautical authorities of both Contracting Parties may provide each other, on request, with periodic statistics or other similar information relating to the traffic carried on the agreed services.

ARTICLE 14

Tariffs

(1) The Contracting Parties agree to give particular attention to tariffs which may be objectionable because they appear unreasonably discriminatory, unduly high or restrictive because of the abuse of a dominant position, or artificially low because of direct governmental subsidy or support.

(2) Each Contracting Party may require notification or filing of tariffs proposed by the designated airlines of the other Contracting Party for carriage to or from its territory. Such notification or filing may be required not more than thirty (30) days before the proposed date of introduction. In special cases, this period may be reduced.

ARTICLE 15

Remittance of Earnings

Each Contracting Party shall, subject to its domestic laws, permit the designated airlines of the other Contracting Party to convert and transmit abroad to the designated airlines' choice of country, on demand, all local revenues from the sale of air services and associated activities directly linked to air services in excess of sums locally disbursed, with conversion and remittance permitted promptly without restrictions, discrimination or taxation in respect thereof at the rate of exchange applicable as of the date of the request for conversion and remittance.

ARTICLE 16

Commercial Activities

- (1) Each Contracting Party shall accord the designated airlines of the other Contracting Party the right to sell and market international air services and related products in its territory, either directly or through agents or other intermediaries of the designated airlines' choice, including the right to establish offices, both on-line and off-line.
- (2) Each designated airline shall have the right to sell air services in the currency of the other Contracting Party or, in freely convertible currencies of other countries, and any person shall be free to purchase such air services in currencies accepted by that designated airline.
- (3) The designated airlines of each Contracting Party shall have the right, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, to bring into and maintain in the territory of the other Contracting Party their own managerial, technical, operational and other specialist staff who are required for the operation of international air services.
- (4) The designated airlines of each Contracting Party shall have the right to pay for local expenses, including purchase of fuel, in the territory of the other Contracting Party in local currency. At their discretion, the designated airlines of each Contracting Party may pay for such expenses in the territory of the other Contracting Party in freely convertible currencies according to local currency regulations.

ARTICLE 17

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;
- (c) an airline or airlines of a third country; and
- (d) any surface transportation provider,

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, and where there is a limitation on capacity entitlements, 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 18

Aircraft Leasing

- (1) Each Contracting Party may prevent the use of leased aircraft for air services under this Agreement, which does not comply with Article 8 (Aviation Safety) and Article 9 (Aviation Security) of this Agreement.
- (2) Subject to paragraph (1) of this Article, the designated airlines of each Contracting Party may use aircraft (or aircraft and crew) leased from any company, including other airlines, provided that this will not result in a lessor airline exercising traffic rights it does not have.
- (3) The proposed leasing arrangements will be subject to the approval of the aeronautical authorities of both Contracting Parties. The designated airline proposing the use of leased aircraft shall give the aeronautical authorities of each Contracting Party the earliest possible notification of the proposed terms of such arrangements.
- (4) However, the aeronautical authorities shall not withhold approval of arrangements under which the designated airline or airlines of either Contracting Party lease aircraft for emergency reasons, provided that the period of such arrangements does not exceed 90 days and the aeronautical authorities are notified of the terms of such arrangements including the nature of the emergency.

ARTICLE 19

Intermodal Services

Each designated airline shall, subject to the domestic laws of the Contracting Parties, be permitted to use surface modes of transport without restriction in conjunction with its international passenger and/or cargo air services.

ARTICLE 20

Consultations

Except as provided in Article 8 (Aviation Safety) and Article 9 (Aviation Security) of this Agreement, either Contracting Party may, at any time, request consultations on the interpretation, application, implementation or amendment of or compliance with this Agreement. Such consultations, which may be through discussion or by writing between the aeronautical authorities, shall begin within a period of sixty (60) days from the date the other Contracting Party receives a written request, unless otherwise agreed by the Contracting Parties.

ARTICLE 21

Settlement of Disputes

(1) If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place try to settle it by consultations or through diplomatic channels.

(2) If the Contracting Parties fail to reach a settlement of the dispute by consultations or through diplomatic channels, it may be referred by them to such person or body as they may agree on or, at the written request of either Contracting Party, shall be submitted for decision to a tribunal of three arbitrators which shall be constituted in the following manner:

- (a) within sixty (60) days after receipt of a written request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a third country, who shall act as President of the tribunal, shall be appointed as the third arbitrator by agreement between the two arbitrators, within thirty (30) days of the appointment of the second arbitrator;
- (b) if within the time limits specified in paragraph (2) subparagraph (a) of this Article, any appointment has not been made, either Contracting Party may, in writing, request the President of the Council of the International Civil Aviation Organisation to make the necessary appointment within thirty (30) days. If the President is of the same nationality as one of the Contracting Parties, the most senior Vice-President shall be requested to make the appointment. If the Vice-President is of the same nationality as one of the Contracting Parties, the Member of the Council of the International Civil Aviation Organisation next in seniority who is not of the same nationality as one of the Contracting Parties shall be requested to make the appointment. In this case, the third arbitrator appointed by the President or Vice-President or Member of the Council of the International Civil Aviation Organisation, as the case may be, shall not be a national or permanent resident of the respective States of the Contracting Parties.

(3) Except as hereinafter provided by this Article or as otherwise agreed by the Contracting Parties, the tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure. At the direction of the tribunal or at the written 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 no later than fifteen (15) 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 of the time the tribunal is fully constituted. Each Contracting Party may submit a reply within sixty (60) days of submission of the memorandum of the other Contracting Party. The tribunal shall hold a hearing at the written request of either Contracting Party or at its discretion within fifteen (15) 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 shall be taken by a majority vote.

(6) The Contracting Parties may submit written 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) The decision of the tribunal shall be binding on the Contracting Parties.

(8) 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, Vice-President or Member of the Council of the International Civil Aviation Organisation in implementing the procedures in paragraph (2) of this Article.

(9) If and so long as either Contracting Party fails to comply with any decision given under paragraph (7) 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 the designated airline or airlines in default.

ARTICLE 22

Amendments

(1) Either Contracting Party may at any time request consultation with the other Contracting Party for the purpose of amending the present Agreement or its Annexes. 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 shall enter into force when confirmed by an exchange of diplomatic notes.

(3) Any amendment of the Annexes may be made by written agreement between the aeronautical authorities of the Contracting Parties and shall come into force when confirmed by an exchange of diplomatic notes.

ARTICLE 23

Multilateral Agreements

If a multilateral agreement concerning air services 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

- (a) exercise of rights;
- (b) aviation security; or
- (c) aviation safety,

unless otherwise agreed by the Contracting Parties or the context otherwise requires.

ARTICLE 24

Termination

Either Contracting Party may, at any time, give notice in writing, through diplomatic channels, to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. This Agreement shall terminate twelve (12) 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 the International Civil Aviation Organisation.

ARTICLE 25

Registration of Agreement

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

ARTICLE 26

Entry into Force

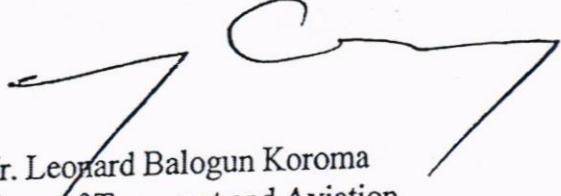
The Agreement shall be applied provisionally from the date of its signature and shall enter into force from the date on which the exchange of diplomatic notes between the Contracting Parties has been completed.

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

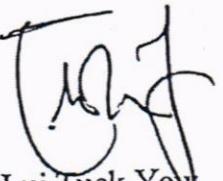
Done in Montreal, Canada on the 26th day of September 2013, in duplicate in the English language.

For the Government of the
Republic of Sierra Leone

For the Government of the
Republic of Singapore



Mr. Leonard Balogun Koroma
Minister of Transport and Aviation



Mr. Lui Tuck Yew
Minister for Transport