

AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE LAO PEOPLE'S DEMOCRATIC REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES

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The Government of the Lao People's Democratic Republic (the "Lao PDR") and the Government of the Republic of the Philippines (the "Philippines"), hereinafter described as, collectively, the "Parties" and, singularly, a "Party".

Being parties to the Convention on International Civil Aviation and the International Air Services Transit Agreement both opened for signature at Chicago on the 7[th] day of December 1944, and

Desiring to contribute to the progress of international civil aviation;

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

Have agreed as follows:

ARTICLE I

DEFINITIONS

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

- a) the term "Agreement" means this Agreement, any annex to it, and any amendments thereto;
- b) the term "aeronautical authority" means, in the case of the Lao PDR, the Department of Civil Aviation, and in the case of the Philippines, the Civil Aeronautics Board, or in both cases any other authority or person empowered to perform functions under this Agreement;
- c) the term "Annex" means the Annex to this Agreement or as amended in accordance with the provisions of Article XIX of this Agreement. The Annex forms an integral part of this Agreement and all references to the Agreement shall include the Annex except where explicitly agreed otherwise;
- d) the terms "air services", "international air services", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
- e) the term "agreed services" means scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers, cargo and mail;
- f) the term "capacity" means the amount(s) of services provided under the Agreement, usually measured in the number of flights (frequencies) or seats or tons 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;
- g) the term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the 07[th] day of December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof, insofar as such Annexes and amendments have become effective for both Parties;

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

i) the term "price" 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) the term "specified route" means the routes specified in the Annex to this Agreement;

k) the term "territory" has the meaning assigned to it in Article 2 of the Convention and international law;

l) the term "user charges" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo.

ARTICLE II

GRANT OF RIGHTS

1) Each Party grants to the other Party the rights specified in this Agreement for the purpose of establishing and operating air services specified in the Annex to this Agreement.

2) Subject to the provisions of this Agreement, the airline(s) designated by each Party shall enjoy the following privileges:

a) to fly without landing across the territory of the other Party;

b) to make stops in the territory of the other Party for non-traffic purposes;

c) to make stops in the said territory at the points specified for that route in the Annex for the purpose of putting down and taking on international traffic in passengers, cargo and mail coming from or destined for other points so specified; and

d) other rights specified in this Agreement.

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

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

ARTICLE III

DESIGNATION AND AUTHORIZATION

1) Each Party shall have the right to designate in writing to the other Party, an airline or airlines to operate the agreed services and to withdraw or alter such designation. These notifications shall be made through diplomatic channels.

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

a) in the case of the Philippines, substantial ownership and effective control of the designated airline is vested in the government, its nationals, or both;

- b) in the case of the Lao PDR, the designated airline is incorporated and has its principal place of business in the territory of the Lao PDR;
- c) the Party designating the airline exercises and maintains effective regulatory control over such airline;
- d) the designated airline is in compliance with the provisions set forth in Article VIII (Safety) and Article IX (Aviation Security) of this Agreement; and
- e) the designated airline is qualified to meet other conditions normally prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.

ARTICLE IV

WITHHOLDING, REVOCATION AND LIMITATION OF AUTHORIZATION

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

- a) in case of the Philippines, the designated airline is not substantially owned by or under the effective control of the Philippines, its nationals or both; or
- b) in the case of the Lao PDR, the designated airline is not incorporated and does not have its principal place of business in the Lao PDR; or
- c) effective regulatory control of the designated airline is not exercised and maintained by the Party designating the airline; or
- d) of failure of the Party designating the airline to comply with the provisions set forth in Article VIII (Safety) and Article IX (Aviation Security) of this Agreement; or
- e) of failure of such designated airline to meet other conditions normally prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.

2) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringements of laws and regulations, or of the provisions of this Agreement, such right shall be exercised only after consultation with the other Party. Such consultations shall take place prior to the expiry of thirty (30) days following the request by one Party, unless both Parties otherwise agree.

ARTICLE V

APPLICATION OF LAWS

- 1) The laws and regulations of one 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 airline(s) of the other Party.
- 2) The laws and regulations of one 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 airline(s) of the other Party while they are within the said territory.
- 3) Neither Party shall give preference to its own or any other airline over an airline of the other Party engaged

in similar international air transportation in the application of its immigration, customs, quarantine and similar regulations.

4) Passengers, baggage, cargo and mail in direct transit shall be subject to no more than a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

ARTICLE VI

RECOGNITION OF CERTIFICATES AND LICENSES

1) Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Party and still in force shall be recognized as valid by the other 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 licenses or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one 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 International Civil Aviation Organization (ICAO), the other Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.

3) Each Party reserves the right to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by the other Party.

ARTICLE VII

EXEMPTION FROM CUSTOMS DUTIES AND OTHER CHARGES

1) Aircraft operated on international services by the designated airline(s) of either Party, as well as their 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 Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2) There shall also be exempt from the same duties and taxes, with exception of charges corresponding to the service performed:

a) aircraft stores taken on board in the territory of either Party and for use on board aircraft engaged in an international air service of the other Party;

b) spare parts, including engines, entered into the territory of either Party for the maintenance or repair of aircraft used on international air services by the designated airline of the other Party;

c) fuel and lubricants destined to supply aircraft operated on international services by the designated airline of the other Party, even when these supplies are to be used on the part of the journey performed over the territory of the Party in which they are taken on board.

Materials referred to in sub-paragraphs (a), (b), and (c) may be required to be kept under customs supervision or control.

3) The exemptions provided by paragraph (2) of this Article shall also be available where the airline of one Party has contracted with another airline, which similarly enjoys such exemptions from the other Party, for loan or transfer in the territory of the other Party of the items specified in paragraph (2) of this Article.

ARTICLE VIII

SAFETY

- 1) Each Party may request consultations at any time concerning the safety standards maintained by the other 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 Party finds that the other 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, the other Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO standards. The other 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 Party, on services to or from the territory of another Party, may, while within the territory of the other Party, be the subject of a search by the authorized representatives of the other Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the 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 Party reserves the right to immediately suspend or vary the operating authorization granted to the designated airline(s) of the other Party.
- 5) Any action by one Party done 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 Party remains in non-compliance with ICAO standards when the agreed time period has elapsed, the Secretary General of ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

ARTICLE IX

AVIATION SECURITY

- 1) Consistent with their rights and obligations under international law, the 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 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 Parties adhere to.
- 2) The 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 Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the ICAO and designated as Annexes to the Convention; they shall require that operators of aircraft of their registry or operators of aircraft who are established in their territory and the operators of airports in their territory act in conformity with such aviation security provisions. Each Party shall advise the other Party of any difference between its national regulations and practices and the aviation security standards of the Annexes. Either Party may request immediate consultations with the other Party at any time to discuss

any such differences.

4) Each 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 Party for entry into, departure from, or while within, the territory of that other Party. Each 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 Party shall also give sympathetic consideration to any request from the other 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 Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate as rapidly and safely as possible such incident or threat thereof.

6) Each Party shall have the right, within sixty (60) days following notice, for its aeronautical authorities to conduct an assessment in the territory of the other Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the territory of such Party. The administrative arrangements for the conduct of such assessments shall be agreed between the aeronautical authorities and implemented without delay so as to ensure that assessments will be conducted expeditiously. All assessments shall be covered by a specific agreement on the protection of information between the aeronautical authorities of both Parties.

7) When a Party has reasonable grounds to believe that the other Party has departed from the provisions of this Article, the first Party may request consultations. Such consultations shall start within fifteen (15) days of receipt of such a request from either Party. Failure to reach a satisfactory agreement within fifteen (15) days from the start of consultations shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the airline(s) designated by the other Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Party may take interim action at any time.

ARTICLE X

USER CHARGES

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

2) Each Party shall encourage consultations on user charges between its competent charging authority and airlines using the service and facilities provided, where practicable through those airlines' representative organizations. 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 Party shall further encourage its competent charging authority and such users to exchange appropriate information concerning user charges.

ARTICLE XI

COMMERCIAL ACTIVITIES

1) Each Party shall accord the airlines of the other Party the right to sell and market international air services in its territory directly or through agents or other intermediaries of the airline's choice, including the right to establish offices, both on-line and off-line.

2) The airlines of each Party shall have the right to sell transportation in the currency of that territory or, subject to a Party's national laws and regulations, in freely convertible currencies of other countries, and any person shall be free to purchase such transportation in currencies accepted by that airline.

3) The designated airline(s) of a Party shall be allowed to bring into and to maintain in the territory of the other

Party their representatives and commercial, operational and technical staff, as required, in connection with the operation of the agreed services.

4) These staff requirements may, at the option of the designated airline(s) of a Party, be satisfied by its own personnel or by using the services of any other organization, company or airline operating in the territory of the other Party and authorized to perform such services for other airlines.

5) The representatives and staff shall be subject to the laws and regulations in force of the other Party, and consistent with such laws and regulations:

a) each Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 3 of this Article; and

b) both Parties shall facilitate and expedite the requirement of employment authorizations for personnel performing certain temporary duties not exceeding ninety (90) days.

ARTICLE XII

CODESHARING/COOPERATIVE ARRANGEMENTS

In operating or holding out the authorized services on the agreed routes, any designated airline of one Party may enter into cooperative marketing arrangements such as joint venture, blocked space or codesharing arrangements, with:

a) an airline or airlines of the same Party;

b) an airline or airlines of the other Party

provided that both airlines involved hold the appropriate authority and meet the requirements normally applied to such arrangements.

ARTICLE XIII

REMITTANCE OF EARNINGS

Either Party undertakes to grant the designated airline(s) of the other Party free transfer, in any freely convertible currency at the official rate of exchange at the time of transfer, or remittance, of the excess of receipts over expenditure and taxes achieved on its territory in connection with the carriage of passengers, baggage, mail shipments and freight by the designated airline of the other Party. Whenever the payment system between the Parties is governed by a special agreement, such agreement shall apply.

ARTICLE XIV

PRINCIPLES GOVERNING OPERATION OF THE AGREED SERVICES

1) In order to develop the air transport services along the routes or sections thereof in the schedule made part of the Annex and for the purpose of achieving and maintaining equilibrium between the capacity of the specified air services and requirements of the public air transportation, the following principles shall apply:

a) the designated airline(s) of each Party shall enjoy fair and equal opportunity for the operation of air services for the carriage of traffic between the territories of the two Parties;

b) the agreed services provided by the designated airline(s) of the Parties shall bear a close relationship to the requirements of the public for transportation on the specific routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements of passengers and cargo, including mail, between the territories of the Parties. Provisions for the carriage of passengers, baggage and cargo, including mail, both taken on board and discharged at points on the

specified routes in the territories of states other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:

- i) traffic requirements to and from the territory of the Party designating the airline;
- ii) the requirements of through airline operations;
- iii) the air transport needs of the area through which the airline passes; and
- iv) the adequacy of other air transport services established by airlines of the States concerned between their respective territories.

2) Neither Party shall unilaterally limit the volume of traffic, frequency, or regularity of service, or the aircraft type or types operated by the designated airline(s) of the other Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

3) The Parties shall inform each other, upon request, about their competition laws, policies and practices or changes thereto, and any particular objectives thereof, which could affect the operation of air transport services under this Agreement and shall identify the authorities responsible for their implementation.

4) The Parties shall notify each other whenever they consider that there may be incompatibility between the application of their competition laws, policies and practices and the matters related to the operation of this Agreement.

5) Notwithstanding any other provision to the contrary, nothing in this Agreement shall (i) require or favor the adoption of agreements between undertakings, decisions by associations of undertakings or concerted practices that prevent or distort competition; (ii) reinforce the effects of any such agreement, decision or concerted practice; or (iii) delegate to private economic operators the responsibility for taking measures that prevent, distort or restrict competition.

ARTICLE XV

PRICING

1) Prices charged for air services operated under this Agreement may be freely established by the designated airline(s) and shall not, unless otherwise required under the national law of a Party, be subject to approval. In cases where prior approval is required, the aeronautical authorities of the Party concerned shall act on applications for approval of such prices with a minimum of administrative delay.

2) Each Party may require notification to or filing with the authorities by the designated airline(s) of prices for transportation originating from its territory.

3) Prices shall remain in force until new prices have been established in accordance with the provisions of this Article.

ARTICLE XVI

STATISTICS

The aeronautical authorities of each Party shall provide or cause their designated airline(s) to provide the aeronautical authorities of the other Party, upon request, periodic or other statements of statistics as may be reasonably required.

ARTICLE XVII

APPROVAL OF SCHEDULES

1) The designated airline(s) of each Party shall submit its envisaged flight schedules for approval to the aeronautical authorities of the other 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(s) of one 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 Party. Such requests should be submitted at least five (5) working days prior to the operation of such flights.

ARTICLE XVIII CONSULTATIONS

1) In the spirit of close cooperation, the Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and its Annex.

2) Either Party may request through diplomatic channels such consultations, which shall begin within a period of sixty (60) days from the date the other Party receives a written request, unless the Parties agree to an extension of this period.

ARTICLE XIX SETTLEMENT OF DISPUTES

1) If any dispute arises between the Parties relating to the interpretation or application of this Agreement and its Annex, the Parties shall in the first place endeavor to settle it by negotiation between themselves.

2) If the Parties fail to reach a settlement by negotiation, they may agree to refer the dispute to a tribunal of three (3) arbitrators, one to be determined by each Party and the third to be appointed by the two so nominated. Each Party shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Party from the other of a notice, through diplomatic channels, requesting arbitration of the dispute by such a tribunal and the third arbitrator shall be appointed within a further period of sixty (60) days. If either Party fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President and the Council of the International Civil Aviation Organization may be requested by either Party to appoint an arbitrator who shall be a national of a third State having diplomatic relations with both Parties and shall act as President of the arbitral tribunal. If the President is of the same nationality as one of the Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.

3) The Parties shall equally share the remuneration necessary for the arbitrators as well as other expenses due to the activity of the tribunal.

4) The tribunal shall determine its own procedure.

5) The Parties undertake to comply, to the fullest extent permitted under its national law, with a decision given by the tribunal.

6) If and so long as either Party or a designated airline of either Party fails to comply with a decision given by the tribunal, the other Party may limit, withhold or revoke any rights which it has granted by virtue of this Agreement to the Party in default or to the designated airline(s) of such Party.

ARTICLE XX AMENDMENT

1) If either Party considers it desirable to modify the terms of this Agreement, including its Annex, it may request through diplomatic channels consultation with the other Party. Such consultation shall begin within a

period of sixty (60) days from the date of the request. Any modifications so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes, indicating that all necessary internal procedures have been completed by both Parties.

2) In the event of the conclusion of a multilateral convention or agreement concerning air transport to which both Parties adhere, this Agreement shall be modified to conform with the provisions of such convention or agreement.

ARTICLE XXI

REGISTRATION WITH THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

This Agreement, including any modifications thereto done in accordance with Article XIX above, shall be registered with the ICAO by the Party in which territory this Agreement or an amendment thereto was signed, or as agreed by the Parties.

ARTICLE XXII

TERMINATION

Either Party may at any time give notice in writing through diplomatic channels to the other Party of its decision to terminate this Agreement; such notice shall be simultaneously communicated to the ICAO. In such case, this Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other 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 Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the ICAO.

ARTICLE XXIII

ENTRY INTO FORCE

This Agreement shall enter into force and effect on the date of the exchange of diplomatic notes, indicating that the respective internal requirements of each Party have been complied with.

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

Done at Singapore this Thirteenth day of October 2017, in duplicate in English and Lao languages, all texts being authentic. In case of any divergence of interpretation between the English and Lao texts, the English text shall prevail.

FOR THE GOVERNMENT OF
THE LAO PEOPLE'S
DEMOCRATIC REPUBLIC FOR THE GOVERNMENT OF
THE REPUBLIC OF THE
PHILIPPINES

(Sgd.)
H.E. DR. BOUNCHANH SINTHAVONG
Minister
Ministry of Public Works and Transport (Sgd.)

LEO M. HERRERA-LIM
Assistant Secretary
Department of Foreign Affairs

(Sgd.)
ARTHUR P. TUGADE
Secretary
Department of Transportation

ANNEX

ROUTE SCHEDULE

Routes to be operated by the designated airline(s) of the Philippines:

Points of Origin

Intermediate Points

Points of Destination

Points Beyond

Any points in the Philippines

Any points

Any points in the Lao PDR

Any points

Routes to be operated by the designated airline(s) of Lao People's Democratic Republic:

Points of Origin

Intermediate Points

Points of Destination

Points Beyond

Any points in the Lao PDR

Any points

Any points in the Philippines

Any points

NOTES:

1. The designated airline(s) of either Party may, on any or all flights and at their option:

a) operate flights in either or both directions;

b) serve points within the territory of the other Party in any combination without cabotage rights; and

c) omit stops at any point or points;

without loss of any right to carry traffic otherwise permissible under this Agreement, provided that the transportation is part of a service that originates from a point in the territory of the Party designating the airline.

2.

The designated airline(s) of both Parties may exercise fifth freedom traffic rights at intermediate and/or beyond points only if the Parties have expressly authorized the exercise of such rights and, in any case, only in accordance with such restrictions or limitations as may have been agreed to by the Parties.

Entry into Force: August 29, 2018

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