

**AIR SERVICES AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE KINGDOM OF CAMBODIA  
AND  
THE GOVERNMENT OF THE REPUBLIC OF SEYCHELLES**

4

2

**TABLE OF CONTENTS**

	Page
Preamble.....	2
Article 1 Definitions .....	3
Article 2 Applicability of the Chicago Convention.....	5
Article 3 Grant of Rights.....	5
Article 4 Designation and Operating Authorisation.....	6
Article 5 Revocation and Suspension of Operating Authorisation .....	6
Article 6 Principles Governing the Operation of Agreed Services .....	7
Article 7 Application of National Laws, Regulations and Procedures .....	8
Article 8 Aviation Security .....	8
Article 9 Aviation Safety .....	9
Article 10 Recognition of Certificates and Licenses .....	11
Article 11 Customs Duties and Other Taxes .....	11
Article 12 User Charges.....	12
Article 13 Commercial Activities.....	12
Article 14 Conversion and Transfer of Revenues.....	13
Article 15 Cooperative Arrangements .....	13
Article 16 Aircraft Leasing .....	14
Article 17 Tariffs .....	14
Article 18 Time Table Submission.....	15
Article 19 Provision of Statistics .....	16
Article 20 Consultation .....	16
Article 21 Dispute Settlements .....	16
Article 22 Amendments.....	17
Article 23 Termination .....	18
Article 24 Registration with ICAO.....	19
Article 25 Entry into Force.....	19
Annex.....	20



## Preamble

The Government of the Kingdom of Cambodia and the Government of the Republic of Seychelles hereinafter referred to 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;

ACKNOWLEDGING the importance of air transportation as a means of creating and preserving friendship, understanding and co-operation between the peoples of their respective territories;

WISHING to contribute to the progress of international civil aviation;

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

HAVE AGREED as follows:

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## ARTICLE 1

### Definitions

1. For the purpose of this Agreement, unless the context otherwise requires:
  - a) The term "**Aeronautical Authorities**" means, in the case of the Kingdom of Cambodia, the State Secretariat of Civil Aviation and, in the case of the Republic of Seychelles, the Seychelles Civil Aviation Authority, or in both cases any person or body, authorized to exercise the functions presently assigned to the said authorities;
  - b) The term "**Agreed Services**" means scheduled air services on the routes specified in the Annex(es) to this Agreement for the transportation of passengers, cargo and mail, separately or in combination;
  - c) The term "**Agreement**" means this Agreement, its Annexes, and any amendments thereto;
  - d) The term "**Air Service**", "**International Air Service**", "**Airline**" and "**Stop for non-traffic purposes**" have meanings respectively assigned to them in Article 96 of the Convention;
  - e) The term "**The Convention**" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any annex adopted under article 90 of that Convention and any amendment of the annexes or Convention under articles 90 and 94 thereof which have been adopted by both Contracting Parties;
  - f) The term "**Capacity**" is 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;
  - g) The term "**Designated Airline(s)**" means an airline or airlines which one Contracting Party has designated, in accordance with Article 7 of this Agreement, for operation of the agreed air services;
  - h) The term "**Tariff**" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary service, but excluding remuneration and conditions for the carriage of mail;
  - i) The term "**Territory**" has the meaning given to it under Article 2 of the Convention;



- j) The term "**Traffic**" means passengers, baggage, cargo and mail;
  - k) The term "**User Charges**" means a charge made to Airlines by the competent authorities or permitted by those authorities to be made for the provision of airport property or facilities or of air navigation facilities, or related services and facilities, for aircraft, their flight crews, passengers and cargo.
2. The Annex to this Agreement and any amendments thereto forms an integral part of the Agreement.

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## ARTICLE 2

### Applicability of the Chicago Convention

The provisions of this Agreement shall be subject to the provisions of the Convention in so far as those provisions are applicable to international air services.

## ARTICLE 3

### Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of operating air services on the routes specified in the schedules of the Annex. Such services and routes are hereinafter called "agreed services" and "specified routes" respectively.
2. Subject to the provisions of the present Agreement the airline designated by each Contracting Party shall enjoy the following rights, while operating international air services:
  - a) the right to fly without landing across the territory of the other Contracting Party;
  - b) the right to make stops in the territory of the other Contracting Party for non-traffic purposes;
  - c) the right to embark and disembark passengers, baggage, cargo and mail on the specified routes subject to the provisions contained in the Annex.
3. Nothing in paragraph 2 of this Article shall be deemed to confer on the designated airline of one Contracting Party the privilege of embarking, in the territory of the other Contracting Party, passengers, baggage, cargo and mail carried for remuneration or hire and destined for another point in the territory of that Contracting Party.
4. The Airlines of each Contracting Party, other than those designated under Article 7 of the present Agreement, shall also enjoy the rights specified in paragraph 2(a) and (b) of this Article.
5. If because of armed conflict, natural calamities, political disturbances or disruptive developments, the designated airlines of one Contracting Party is unable to operate a service on its normal routes, 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 temporary granting of alternative rights, as mutually decided by the Contracting Parties.

## **ARTICLE 4**

### **Designation and Operating Authorisation**

1. Each Contracting Party shall have the right to designate one or more airline(s) for the purpose of operating the agreed services. Such designation shall be effected by virtue of a written notification between the Aeronautical Authorities of both Contracting Parties.
2. The Aeronautical Authorities which have received the notification of designation shall, subject to the provisions of paragraphs 3 and 4 of this Article, grant without delay to the designated airline(s) of the other Contracting Party the necessary operating authorization.
3. The Aeronautical Authorities of one Contracting Party may require the airline(s) designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.
4. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 3 of this Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of the airline(s) are vested in the Contracting Party designating the airline or in its nationals.
5. Having received the operating authorization, provided for under paragraphs 3 and 4 of this Article, the designated Airline(s) may at any time operate the agreed services, provided that the Airline complies with the applicable provisions of this Agreement.

## **ARTICLE 5**

### **Revocation and Suspension of Operating Authorization**

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 3 of this Agreement by the designated airline(s) of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of such right, if:
  - a) the airline(s) does not fulfill the criteria stated in paragraph 4 of Article 4;
  - b) the said airline(s) fails to comply with or has infringed the laws or regulations of the Contracting Party granting these rights; or

- c) the said airline(s) fails to operate the agreed services in accordance with the conditions prescribed under the present Agreement.
2. Such a right shall be exercised only after consultation with the other Contracting Party, unless immediate revocation, suspension or imposition of the conditions provided for under paragraph 1 of this Article is essential to prevent further infringements of laws and regulations.

## **ARTICLE 6**

### **Principles Governing the Operation of Agreed Services**

1. The designated airline(s) of each Contracting Party shall have fair and equal opportunity to carry on the agreed services traffic embarked in the territory of one Contracting Party and disembarked in the territory of the other Contracting Party or vice versa. The designated airline(s) of each Contracting Party in providing capacity for the carriage of traffic embarked in the territory of the other Contracting Party and disembarked at points on the specified routes or vice versa shall take into consideration the primary interest of the designated airline(s) of the other Contracting Party in such traffic so as not to affect unduly that interest of the latter airline.
2. The agreed services provided by the designated airline(s) of each Contracting Party shall be closely related to the requirements of the public for transportation on the specified routes, and each shall have as its primary objective the provision of capacity adequate to meet the demands to carry passengers, cargo and mail embarked or disembarked in the territory of the Contracting Party which has designated the airline(s) as specified in the Annex to this Agreement.
3. Provision for the carriage of passengers, cargo and mail embarked in the territory of the other Contracting Party and disembarked at points on the specified routes in the territories of States other than that designating the airline(s) shall be made in accordance with the general principle that capacity shall be related to:
  - a) the requirements of traffic embarked or disembarked in the territory of the Contracting Party which has designated the airline(s);
  - b) the requirements of traffic of the area through which the airline(s) passes, after taking account of other air services established by airlines of the States situated in the area;
  - c) the requirement of through airline operations.



## **ARTICLE 7**

### **Application of Laws, Regulations and Procedures**

1. The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircraft engaged in international air navigation or flights of such aircraft over that territory shall apply to the designated airline(s) of the other Contracting Party.
2. The laws and regulations of one Contracting Party governing entry into, sojourn in, and departure from its territory of passengers, flight crew, baggage, cargo or mail, such as formalities regarding entry, exit, emigration and immigration, as well as customs and sanitary measures shall apply to passengers, flight crew, baggage, cargo or mail carried by the aircraft of the designated airline(s) of the other Contracting Party while they are within the said territory.
3. Neither Contracting Party may grant any preference to its own airline(s) nor any other airline(s) with regard to the designated airline(s) of the other Contracting Party in the application of the laws and regulations provided for in this Article.

## **ARTICLE 8**

### **Aviation Security**

1. Consistent with their rights and obligations under international law, as a Signatories or as Parties to the following Conventions, 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 offenses 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 and 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, as well as with any other Convention and Protocol relating to the Security of Civil Aviation which both Contracting Parties adhere to.
2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and flight crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as annexes to the convention on International Civil Aviation to the extent that such security provisions are applicable to the



Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 above required by the other Contracting Party for entry into, departure from, or while within, the territory of that other contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, flight crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and flight 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.
6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory Agreement within 30 (thirty) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorization and technical permission of an airline of that Contracting Party. When required by an emergency, a Contracting party may take interim action prior to the expiry of 30 (thirty) days.

## ARTICLE 9

### Aviation Safety

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to air flight crews, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within 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 Chicago 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 the other Contracting Party to take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within 15 days or such longer period as may be agreed

shall be grounds for the application of Article 8 of this Agreement to revoke or suspend operating authorisation.

3. Notwithstanding the obligation mentioned in article 33 of the Chicago Convention it is agreed that any aircraft operated by or, under a lease agreement, on behalf of the airline 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 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 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 Chicago 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 Chicago Convention:

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Chicago Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the flight 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 Chicago Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of air aircraft operated by an airline of one Contracting Party in accordance with paragraph (3) of this Article is denied by a representative of that airline, 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 authorization of an airline 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, 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) of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

## **ARTICLE 10**

### **Recognition of Certificates and Licenses**

1. Certificates of air worthiness, certificates of competency and licenses issued or rendered valid by one of the Contracting Parties shall, during the period of their validity, be recognized as valid by the other Contracting Party, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.
2. Each Contracting Party reserves the right, however, to refuse to recognize as valid, for the purpose of flights over its own territory, certificates of competency and licenses granted to or rendered valid for its own nationals by the other Contracting Party or by any other State.
3. If the privileges or conditions of the licenses or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Contracting Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the minimum standards established under the Convention, and which difference has been filed with the International Civil Aviation Organisation, the other Contracting Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.

## **ARTICLE 11**

### **Custom Duties and Other Taxes**

1. Subject to the national law and regulations of each Contracting Party, on arriving in the territory of the other Contracting Party, aircraft operated on international services by the designated airline(s) of one Contracting Party, as well as their normal equipment, fuel and lubricants, aircraft stores including food, beverages and tobacco carried on board such aircraft, shall be exempted from all duties or taxes, provided such equipment, supplies and stores remain on board the aircraft until they are re-exported or consumed during flight over that territory on the agreed service.
2. They shall also be exempt from the same duties and taxes, with exception of charges corresponding to the services rendered:
  - a) aircraft stores taken on board in the territory of one Contracting Party, within the limits fixed by the competent authorities of the said Contracting Party, and intended for use on board the aircraft operated on an international service by the designated airline(s) of the other Contracting Party;



- b) aircraft spare parts and normal board equipment imported into the territory of one Contracting Party for the maintenance or repair of aircraft operated on international services;
  - c) fuel and lubricants destined for the designated airline of one Contracting Party to supply aircraft operated on international services, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they have been taken on board.
- 3. The regular airborne equipment, as well as the materials and supplies normally retained on board of the aircraft of a designated airline of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.
  - 4. Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall at the utmost be subject to a very simplified control. Baggage and cargo in direct transit shall be exempted from duties and taxes, customs duties included.

## **ARTICLE 12**

### **User Charges**

- 1. Each Contracting Party shall use its best efforts to ensure that user charges imposed or permitted to be imposed by its competent authorities on the designated airline of the other Contracting Party are just and reasonable. They shall be based on non-discriminatory and sound economic principles.
- 2. Charges for the use of airport and air navigation facilities and services offered by one Contracting Party to the designated airline(s) of the other Contracting Party shall not be higher than those which have to be paid by national aircraft operating on scheduled international services.

## **ARTICLE 13**

### **Commercial Activities**

- 1. Each Contracting Party shall accord the designated airline(s) 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, at its discretion, 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 airline(s) 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 airline(s) 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 airline(s) 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 14**

##### **Conversion and Transfer of Revenues**

Each Contracting Party shall grant to the designated airline(s) of the other Contracting Party, the right of free transfer of the excess of receipts over expenditure earned by that airline in the territory of the other Contracting Party in connection with the carriage of passengers, baggage, mail and cargo. Such transfer shall be at the official rate of exchange, where such a rate exists or otherwise at a rate equivalent to that at which the receipts were earned. If such transfers are regulated by a special Agreement between the Contracting Parties, this special Agreement shall apply.

#### **ARTICLE 15**

##### **Cooperative Arrangements**

1. In operating or holding out the agreed services on the routes specified in the Annex to this Agreement, the designated airline(s) 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



provided that,

- (i) all airlines in such arrangements hold the appropriate authority to operate on the routes and segments concerned; and
  - (ii) in respect of any tickets sold, the airline makes it clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.
2. Where a designated airline operates the agreed services under code-sharing arrangements as the operating airline, the operated capacity shall be counted against the capacity entitlements of the Contracting Party designating the said airline. Capacity offered by a designated airline acting as the marketing airline on the code-share services operated by other airlines shall not be counted against the capacity entitlements of the Contracting Party designating the said marketing airline.

#### **ARTICLE 16**

##### **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 Security) and Article 9 (Aviation Safety) of this Agreement.
2. Subject to paragraph (1) of this Article, the designated airlines of each Contracting Party may use aircraft leased from any company, including other airlines, provided that this will not result in a lessor airline exercising traffic rights it does not have.

#### **ARTICLE 17**

##### **Tariffs**

1. The tariffs applicable between the territories of the two Contracting Parties shall be established at reasonable levels, due regard being paid to all relevant factors, including the cost of operation, the interests of users, reasonable profit, class of service and, when it is deemed appropriate, the tariffs of other airlines operating over whole or part of the routes specified in the Annex.
2. Each Contracting Party shall allow prices for air transport to be established by each designated airline based upon commercial consideration in the marketplace. Intervention by the Parties shall be limited to:
  - a) prevention of unreasonably discriminatory prices or practices;
  - b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and

- c) protection of airline from prices that are artificially low due to direct or indirect government subsidy or support.
- 3. Each Contracting Party may require notification to or filing with its Aeronautical Authorities of prices to be charged to or from its territory by airline(s) of the other Contracting Party. Notification or filing by the airlines of both parties may be required not more than 30 days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required. Neither Contracting Party shall require the notification nor filing by airline of the other may Contracting Party of prices charged by charterers to the public, except as be required on a non-discriminatory basis for information purposes.
- 4. Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged by:
  - a) an airline of either Contracting Party for international air transport between the territories of the Contracting Parties;
  - b) an airline of one Contracting Party for international air transport between the territory of the other Contracting Party and any other country, including in both cases transportation on an interline or intraline basis. If either Contracting Party believes that any such price is inconsistent with the consideration set forth in paragraph 1 of this article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Contracting Parties shall cooperate in securing information necessary for resolution of the issue.
- 5. If the Contracting Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each party shall use its best efforts to put that agreement into effect. The price shall take effect without prejudice to paragraph 2 of this Article.
- 6. In case of tariff change, there shall be no approval required by the Aeronautical Authorities of the Contracting Parties concerned for tariff to be charged by the designated airline for the carriage of passenger, cargo and mail. The airline shall in this case file such tariffs before they enter into effect.

## ARTICLE 18

### Time-Table Submission

- 1. As long in advance as practicable, but not less than thirty (30) days, before the introduction of an agreed service or any modification thereof, or within thirty (30) days after receipt of a request from the Aeronautical Authorities, the designated airline(s) of a Contracting Party shall submit to the Aeronautical Authorities of the

other Contracting Party, information regarding the nature of service, time-tables, types of aircraft including the capacity provided on each of the specified routes and any other information for approval.

2. The designated airline(s) shall also furnish any other information as may be required to satisfy the Aeronautical Authorities of the other Contracting Party that the requirements of the present Agreement are being duly observed.

## **ARTICLE 19**

### **Provision of Statistics**

The aeronautical authorities of each Contracting Party shall provide, or shall cause their designated airline(s) to provide, the aeronautical authorities of the other Contracting Party, upon request, periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the agreed services, including statistics showing the initial origins and final destinations of the traffic.

## **ARTICLE 20**

### **Consultation**

Either Contracting Party may at any time request consultations on any problem related to the implementation, interpretation, application or amendment of this Agreement. Such consultations, which may be between the Aeronautical Authorities and through discussions or correspondence, 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**

### **Dispute Settlements**

1. If any dispute arises between the Contracting Parties relating to the implementation, interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavor to settle it by negotiation.
2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body, or 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 a written receipt by either Contracting Party from the other of a notice through the diplomatic channel requesting arbitration of the dispute, and the third arbitrator shall be appointed within a further period of thirty (30) days. 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 specified period, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. Where the President possesses the nationality of one of the two Contracting Parties or is otherwise prevented from carrying out this function, his deputy in office shall make the necessary appointments. The third arbitrator shall be a national of a third Contracting State and shall act as president of the arbitral body.

3. Each Contracting Party shall be responsible for the cost of its nominated arbitrator and both Contracting Parties shall share equally all further expenses involved in the activities of the tribunal including expenses of the president.
4. The arbitral tribunal shall determine its own procedure.
5. The Contracting Parties undertake to comply with any decision given under paragraphs 2 and 4 of this Article.
6. If and so long as either Contracting Party or the designated airline(s) of either Contracting Party fails to comply with a decision given under paragraphs 2 and 4 of this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline in default as the case may be.

## ARTICLE 22

### Amendments

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it shall request consultation in accordance with the provisions of article 20 of this Agreement and consultation will be confirmed by an exchange of Diplomatic Notes.
2. If the amendment relates to the provision of the Agreement other than those of the annex, the amendment shall be approved by each Contracting Party in accordance with its constitutional procedures.
3. If the amendments relates only to the provision of the annex it shall be agreed upon between the Aeronautical Authorities of both Contracting Parties.
4. In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound, the present Agreement shall be so modified as to conform to the provision of such a convention.

**ARTICLE 23**

**Termination**

1. Each Contracting Party may at any time give notice in writing, through Diplomatic channels, to the other Contracting Party of its decision to terminate the present Agreement. Such notice shall simultaneously be communicated to the International Civil Aviation Organization (ICAO).
2. The Agreement shall terminate at the mid night (at the place of a written receipt of the notice) after twelve (12) months from the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by mutual agreement before the expiry of this period.
3. In the absence of acknowledgment of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization (ICAO).



**ARTICLE 24**

**Registration with ICAO**

This Agreement and any subsequent amendments thereto shall be registered with the International Civil Aviation Organization (ICAO).

**ARTICLE 25**

**Entry into Force**

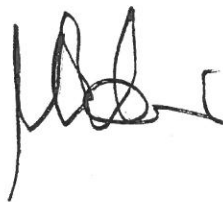
This Agreement and its Annex shall enter into force provisionally from the date of its signature and definitively upon exchange of notes through diplomatic channels, on the fulfillment of the constitutional requirements for the entry into force of International Agreements in each Contracting Party.

IN WITNESS WHEREOF the undersigned being duly authorized thereto by their respective Governments, have signed the present Agreement.

Done at Phnom Penh on this 16<sup>th</sup> day of October 2014, in duplicate, in the English language.

**FOR THE GOVERNMENT OF**

**THE KINGDOM OF CAMBODIA**



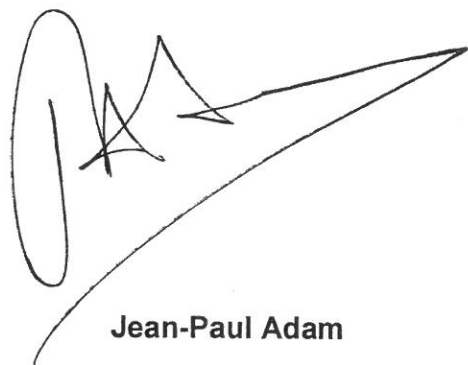
**Mao Havannall**

**Secretary of State**

**State Secretariat of Civil Aviation**

**FOR THE GOVERNMENT OF**

**THE REPUBLIC OF SEYCHELLES**



**Jean-Paul Adam**

**Minister of Foreign Affairs**

## ANNEX

## 1. ROUTE SCHEDULE

- A. The Designated Airline(s) of the Kingdom of Cambodia shall be entitled to operate scheduled international air services in both directions on the routes specified hereafter:

Points of Origin	Intermediary Points	Points of destination	Points Beyond
Points in Cambodia	Any Points	Points in Seychelles	Any Points

- B. The Designated Airline(s) of the Republic of Seychelles shall be entitled to operate scheduled international air services in both directions on the routes specified hereafter:

Points of Origin	Intermediary Points	Points of destination	Points Beyond
Points in Seychelles	Any Points	Points in Cambodia	Any Points

Notes:

- Any point on the above routes may, at the option of the airline concerned, be omitted on any or all flights, provided that any service either begins or terminates in the territory of the Contracting Party designating the airlines.
- The designated airline of either Contracting Party may, on any or all flights and at its option, change aircraft type or flight number.