Despacho

Nos termos do n.º 2 do artigo 3.º da Lei n.º 1/76, de 17 de Fevereiro, com as alterações que lhe foram introduzidas pela Lei n.º 13/ /90, de 10 de Maio, ratifico:

O Acordo de Transporte Aéreo entre o Governo de Macau e o Governo da Malásia, assinado em Kuala Lumpur em 31 de Outubro de 1995 e aprovado, nessa mesma data, pelo Governador de Macau ao abrigo do meu despacho de 6 de Janeiro de 1993, publicado no *Diário da República*, II Série, de 11 do mesmo mês.

Palácio de Belém, 8 de Novembro de 1995.

O Presidente da República, *Mário Soares.*

批 示

根據經五月十日第13／90號法律修改之二月十七日第1／76號法律第三條第二款之規定，本人批准：

一九九五年十月三十一日在吉隆坡簽訂、且經澳門總督於同日根據本人在一九九三年一月六日作出並刊登於同月十一日共和國公報第二組之批示核准之澳門政府與馬來西亞政府航空運輸協定。

一九九五年十一月八日於貝倫宮

共和國總統 蘇亞雷斯

ACORDO DE TRANSPORTE AÉREO ENTRE O GOVERNO DE MACAU E O GOVERNO DA MALÁSIA

O Governo de Macau, devidamente autorizado pelo competente órgão de soberania da República Portuguesa e com o assentimento do Governo da República Popular da China, e o Governo da Malásia,

Daqui em diante referidos como as Partes Contratantes,

Desejando concluir um Acordo com a finalidade de estabelecer serviços aéreos entre e além das suas respectivas áreas,

Acordaram, entre si, o seguinte:

Artigo 1°
Definições

Para efeitos do presente Acordo, salvo se o contexto diversamente o exigir:

a) O termo "Área", em relação a Macau, compreende a Península de Macau e as Ilhas de Taipa e de Coloane e em relação à Malásia, tem o significado atribuído a "território" no Artigo 2° da Convenção sobre a Aviação Civil Internacional, aberta à assinatura em Chicago aos 7 de Dezembro de 1944 (daqui em diante referida como a Convenção);

b) O termo "autoridades aeronáuticas" significa, no caso de Macau, a Autoridade de Aviação Civil ou qualquer pessoa ou entidade autorizada a exercer as funções presentemente asseguradas pela referida Autoridade, ou funções similares e no caso da Malásia, o Ministro dos Transportes ou qualquer pessoa ou entidade autorizada a exercer as funções presentemente asseguradas pelo referido Ministro;

c) O termo "Anexo ao presente Acordo" significa os Quadros de Rotas anexos ao presente Acordo ou as suas modificações nos termos das disposições do Artigo 16° do mesmo Acordo. O "Anexo ao presente Acordo" constituirá parte integrante do presente Acordo e todas as referências ao mesmo deverão incluir referências ao Anexo, salvo se diversamente disposto;

d) O termo "empresa de transporte aéreo designada" significa uma empresa ou empresas de transporte aéreo designadas por uma das Partes Contratantes, através de notificação escrita dirigida à outra Parte Contratante, nos termos do Artigo 4° do presente Acordo, para a exploração de serviços aéreos nas rotas especificadas naquela notificação;

e) Os termos "serviço aéreo", "serviço aéreo internacional", "empresa de transporte aéreo" e "paragem para fins não-comerciais" têm o significado que lhes é atribuído no Artigo 96° da Convenção.

Artigo 2°
Disposições da Convenção

Ao aplicar o presente Acordo, as Partes Contratantes actuarão em conformidade com as disposições da Convenção incluindo os seus Anexos e com quaisquer modificações à Convenção ou aos Anexos, na medida em que essas disposições se apliquem a ambas as Partes Contratantes.

Artigo 3°
Direitos de Tráfego e Privilégios

1. Cada uma das Partes Contratantes concederá à outra Parte Contratante os direitos especificados no presente Acordo, com fins de explorar serviços aéreos nas rotas especificadas nos Quadros de Rotas constantes do Anexo ao presente Acordo (daqui em diante designados "os serviços acordados" e "as rotas especificadas", respectivamente.

2. Nos termos das disposições do presente Acordo, a empresa de transporte aéreo designada por cada uma das Partes Contratantes beneficiará dos seguintes privilégios:

a) Sobrevoar, sem aterrar, a área da outra Parte Contratante;

b) Efectuar paragens na referida área para fins não-comerciais; e

c) Na exploração de serviços acordados numa rota especificada, efectuar paragens na referida área num ponto ou pontos especificados para aquela rota no Quadro de Rotas constante do Anexo ao presente Acordo, com a finalidade de desembarcar ou embarcar passageiros, carga e correio em tráfego internacional.

3. Nenhuma disposição do número 2 deste Artigo deverá ser entendida como conferindo à empresa de transporte aéreo designada por uma das Partes Contratantes o privilégio de embarcar, na área da outra Parte Contratante, passageiros, carga ou correio transportados por remuneração ou aluguer, com destino a um outro ponto situado na área daquela outra Parte Contratante.

Artigo 4°
Autorização de Exploração

1. Cada uma das Partes Contratantes poderá designar por escrito à outra Parte Contratante, uma empresa ou empresas de transporte aéreo com a finalidade de explorar os serviços acordados nas rotas especificadas.

2. Após ter recebido a designação, a outra Parte Contratante concederá, sem demora, à empresa ou empresas designadas a autorização de exploração adequada, de acordo com as normas dos números 3 e 4 deste Artigo.

3. As autoridades aeronáuticas de uma das Partes Contratantes podem exigir que a empresa designada pela outra Parte Contratante prove estar qualificada para preencher as condições previstas pelas leis e pelos regulamentos normal e razoavelmente aplicados por aquela Parte Contratante à exploração de serviços aéreos internacionais comerciais em conformidade com as disposições da Convenção.

4. Cada uma das Partes Contratantes terá o direito de recusar a designação de uma empresa de transporte aéreo e suspender ou revogar a concessão, a uma empresa de transporte aéreo, dos privilégios especificados no número 2 do Artigo 3° do presente Acordo, ou impor as condições que considere necessárias ao exercício, por aquela empresa, daqueles privilégios, sempre que não estiver convencida que:

a) No caso de Macau, a empresa de transporte aéreo está registada e tem o seu principal local de negócios em Macau;

b) No caso da Malásia, que a propriedade substancial e o controlo efectivo da empresa pertencem à Malásia ou aos seus nacionais.

5. A qualquer momento após terem sido cumpridas as disposições dos números 1 e 2 deste Artigo, a empresa assim designada e autorizada poderá iniciar a operação dos serviços acordados, desde que esteja em vigor, para aquele serviço, uma tarifa estabelecida nos termos do Artigo 9° do presente Acordo.

6. Cada uma das Partes Contratantes poderá suspender o exercício, por uma empresa de transporte aéreo, dos privilégios especificados no número 2 do Artigo 3° do presente Acordo ou impor as condições que considere necessárias ao exercício, por aquela empresa, desses privilégios, sempre que a empresa não cumpra as leis e os regulamentos da Parte Contratante que concedeu os privilégios ou, de outra forma, deixe de explorar os serviços de acordo com as condições previstas no presente Acordo. Salvo se a imediata suspensão ou a imposição de condições se revelarem essenciais para evitar novas violações das leis e dos regulamentos, esse direito apenas será exercido após a realização de consultas com a outra Parte Contratante.

Artigo 5°
Direitos Aduaneiros

1. As aeronaves utilizadas pelas empresas de transporte aéreo designadas por cada uma das Partes Contratantes, bem como o seu equipamento normal, as peças sobressalentes, os abastecimentos de combustível e lubrificantes e provisões de bordo (incluindo alimentos, bebidas e tabaco) que se encontrem a bordo dessas aeronaves, estarão isentos de quaisquer direitos aduaneiros, de taxas de inspecção e outros impostos ou taxas, à chegada na área da outra Parte Contratante, desde que tais equipamentos e abastecimentos sejam mantidos a bordo da aeronave até ao momento da sua reexportação.

2. Os abastecimentos de combustível, de lubrificantes, as peças sobressalentes e o equipamento normal e provisões de bordo introduzidos na área de uma das Partes Contratantes por ou em nome da empresa de transporte aéreo designada pela outra Parte Contratante ou embarcados nas aeronaves utilizadas pelas empresas designadas para fins exclusivos de utilização na exploração de serviços internacionais, serão isentos de quaisquer direitos e taxas, incluindo direitos aduaneiros e taxas de inspecção, aplicados na área da primeira Parte Contratante, ainda que esses abastecimentos sejam utilizados numa parte do trajecto percorrido sobre a área da Parte Contratante na qual foram embarcados. Pode ser exigido que os produtos anteriormente referidos sejam colocados sob vigilância ou controlo alfandegários.

3. O equipamento normal de bordo, as peças sobressalentes, as provisões de bordo e os abastecimentos de combustível e de lubrificantes mantidos a bordo das aeronaves de cada uma das Partes Contratantes apenas poderão ser descarregados na área da outra Parte Contratante com a aprovação das autoridades alfandegárias daquela Parte Contratante, que poderão exigir que esses produtos sejam colocados sob a sua vigilância até ao momento da sua reexportação ou até que sobre os mesmos seja decidido de modo diverso, nos termos da regulamentação alfandegária.

4. O combustível, lubrificantes, peças sobressalentes, equipamento normal das aeronaves e provisões de bordo embarcados nas aeronaves de uma Parte Contratante na área da outra Parte Contratante e utilizados unicamente em voos entre dois pontos na área da última Parte Contratante receberão um tratamento não menos favorável do que aquele dado à sua própria empresa de transporte aéreo por aquela Parte Contratante.

Artigo 6°
Actividades Comerciais

1. Em conformidade com as disposições das leis e dos regulamentos em vigor na área de cada uma das Partes Contratantes, a empresa de transporte aéreo designada pela outra Parte Contratante nos termos do Artigo 4°, pode introduzir e manter, na área da outra Parte Contratante, pessoal de gestão, técnico, administrativo e comercial necessário para a exploração de serviços aéreos nos termos do Anexo ao presente Acordo, bem como estabelecer e gerir escritórios naquela área.

2. Cada uma das Partes Contratantes concede à empresa de transporte aéreo da outra Parte Contratante o direito de efectuar vendas de transporte aéreo na sua área, directamente e, se assim entender, através dos seus agentes. As empresas terão o direito de vender esses serviços de transporte e qualquer pessoa poderá comprá-los, na moeda daquela área ou, em conformidade com as leis e os regulamentos das Partes Contratantes, em moedas livremente convertíveis.

Artigo 7°
Leis e Regulamentos Relativos à Entrada e Saída

1. As leis e regulamentos de uma das Partes Contratantes aplicáveis à entrada e saída, da sua área, de aeronaves utilizadas em tráfego aéreo internacional, ou de voos

efectuados sobre aquela área por aquelas aeronaves, aplicar-se-ão à empresa de transporte aéreo designada da outra Parte Contratante.

2. As leis e regulamentos de uma das Partes Contratantes aplicáveis à entrada, permanência e saída da sua área, de passageiros, tripulações, carga ou correio, tais como as formalidades relativas à entrada, saída, emigração e imigração, bem como as medidas alfandegárias e sanitárias, aplicar-se-ão aos passageiros, tripulações, carga e correio transportados pela empresa de transporte aéreo designada pela outra Parte Contratante durante a permanência na referida área.

3. Nenhuma das duas Partes Contratantes poderá privilegiar a sua própria empresa de transporte aéreo relativamente à empresa designada da outra Parte Contratante, na aplicação das leis e dos regulamentos referidos nos números 1 e 2 deste Artigo.

Artigo 8°
Capacidade

1. Ao explorar serviços aéreos nas rotas especificadas entre as suas respectivas áreas, as empresas de transporte aéreo designadas das Partes Contratantes beneficiarão de justas e iguais oportunidades.

2. Ao explorar os serviços acordados, as empresas de transporte aéreo designadas por cada uma das Partes Contratantes terão em conta os interesses da empresa de transporte aéreo designada da outra Parte Contratante, de modo a não afectar indevidamente os serviços fornecidos pela última em parte ou no todo das mesmas rotas.

3. Os serviços acordados fornecidos pelas empresas de transporte aéreo designadas das Partes Contratantes estarão estreitamente relacionados às necessidades de transporte público nas rotas especificadas e terão como objectivo primordial o fornecimento, a uma razoável taxa de ocupação, de capacidade adequada às necessidades presentes e razoavelmente previsíveis de transporte de passageiros, carga e correio, que tenha como origem ou destino a área da Parte Contratante que designou a empresa. As medidas adoptadas relativamente ao transporte de passageiros, carga e correio embarcados e desembarcados em pontos situados nas rotas especificadas nas áreas de Partes não-Contratantes obedecerão ao princípio geral de que a capacidade deve estar relacionada:

(a) Às necessidades de tráfego de e para a área da Parte Contratante que designou a empresa de transporte aéreo;

(b) Às necessidades da área atravessada pela empresa de transporte aéreo, tendo em conta os outros serviços de transporte explorados por empresas de transporte aéreo dos países situados naquela área;

(c) As necessidades de exploração integral da linha.

4. As autoridades aeronáuticas das Partes Contratantes estabelecerão periodicamente e em conjunto, a aplicação prática dos princípios constantes dos números anteriores deste Artigo, relativos à exploração dos serviços acordados pelas empresas de transporte aéreo designadas.

Artigo 9°
Tarifas

1. O termo "tarifa" significa:

(a) O preço cobrado por uma empresa de transporte aéreo pelo transporte de passageiros e da sua bagagem em serviços aéreos regulares e os encargos e condições aplicáveis aos serviços de apoio a esse transporte;

(b) A taxa de frete cobrada por uma empresa de transporte aéreo para o transporte de carga (excluindo correio) em serviços aéreos regulares;

(c) As condições reguladoras da disponibilidade ou aplicabilidade dessas tarifas ou taxas de frete, incluindo todos os benefícios a elas adstritos; e

d) A taxa de comissão paga por uma empresa de transporte aéreo a um agente, respeitante à venda de bilhetes ou de cartas de porte emitidas pelo agente para o transporte em serviços aéreos regulares.

2. As tarifas a serem aplicadas pelas empresas de transporte aéreo designadas pelas Partes Contratantes pelo transporte entre Macau e a Malásia serão aprovadas por ambas as autoridades aeronáuticas, e fixadas a níveis razoáveis, tendo em devida consideração todos os factores relevantes, incluindo os custos de exploração dos serviços acordados, os interesses dos utilizadores, um lucro razoável e as tarifas praticadas por outras empresas na exploração de serviços em parte ou no todo da mesma rota.

3. As empresas de transporte aéreo poderão realizar, conjuntamente, consultas sobre propostas de tarifas, mas tal não será exigido antes da apresentação de uma proposta de tarifa. As autoridades aeronáuticas de cada uma das Partes Contratantes não aceitarão uma proposta, salvo se a empresa que a apresentou provar ter informado as outras empresas designadas sobre a tarifa proposta.

4. Qualquer tarifa proposta para o transporte entre Macau e a Malásia deverá ser submetida às autoridades aeronáuticas de ambas as Partes Contratantes em conformidade com os requisitos que cada uma das autoridades aeronáuticas possa exigir, tendentes a evidenciar os elementos referidos no número 1 deste Artigo. A proposta será submetida pelo menos 60 dias antes da data pretendida para a entrada em vigor (salvo se, antecipadamente, as autoridades aeronáuticas aprovarem um prazo inferior). A tarifa proposta será considerada como tendo sido submetida a uma Parte Contratante na data da sua recepção pelas autoridades aeronáuticas dessa Parte Contratante. As empresas de transporte aéreo só serão responsáveis pela justificação das tarifas perante as suas próprias autoridades aeronáuticas, excepto quando uma tarifa tenha sido proposta unilateralmente .

5. As tarifas propostas poderão ser aprovadas pelas autoridades aeronáuticas das Partes Contratantes a todo tempo, desde que tenham sido submetidas de acordo com o número 4 deste Artigo.

6. Se uma tarifa não for aprovada de acordo com as disposições do número 5 deste Artigo, as autoridades aeronáuticas de cada uma das Partes Contratantes podem solicitar que sejam realizadas consultas no prazo de 30 dias contados a partir da solicitação, ou num prazo diferente acordado por ambas as autoridades aeronáuticas.

7. Se uma tarifa tiver sido desaprovada por uma das autoridades aeronáuticas de acordo com o número 5 deste Artigo, e estas não conseguirem obter um acordo após consultas realizadas nos termos do número 6 deste Artigo, o diferendo pode ser resolvido nos termos do Artigo 15° do presente Acordo. Em caso algum uma Parte Contratante poderá impor uma tarifa diferente da praticada pela sua própria empresa de transporte aéreo designada em serviços comparáveis entre os mesmos pontos.

8. As tarifas fixadas de acordo com as disposições deste Artigo permanecerão em vigor até que seja estabelecida uma tarifa em substituição dessa.

9. As tarifas aplicadas pelas empresas de transporte aéreo designadas por uma das Partes Contratantes ao transporte entre a área da outra Parte Contratante e a área de uma Parte não-Contratante estarão sujeitas à aprovação da outra Parte Contratante e da Parte não-Contratante, desde que essa Parte Contratante não imponha uma tarifa diferente daquela aplicada pelas suas próprias empresas de transporte aéreo a serviços comparáveis entre os mesmos pontos. As empresas designadas de cada uma das Partes Contratantes submeterão essas tarifas à outra Parte Contratante de acordo com os requisitos desta última. A aprovação das tarifas pode ser suspensa com pelo menos 30 dias de aviso prévio, desde que a Parte Contratante que suspendeu a aprovação permita à empresa de transporte aéreo em questão aplicar tarifas iguais àquelas aplicadas pelas suas próprias empresas a serviços comparáveis entre os mesmos pontos.

Artigo 10°
Taxas de Utilização

Nenhuma das Partes Contratantes deverá impor ou permitir que sejam impostas, à empresa de transporte aéreo designada da outra Parte Contratante, taxas de utilização mais elevadas do que as impostas à sua própria empresa designada que explore serviços aéreos internacionais similares.

Artigo 11°
Segurança da Aviação

1. As Partes Contratantes reafirmam que o seu dever mútuo de proteger a segurança da aviação civil contra actos de interferência ilícita constitui uma parte integrante do presente Acordo. As Partes Contratantes actuarão, especialmente, em conformidade com as disposições da Convenção Referente às Infracções e a Certos Outros Actos Cometidos a Bordo de Aeronaves, assinada em Tóquio aos 14 de Setembro de 1963, da Convenção para a Repressão da Captura Ilícita de Aeronaves, assinada na Haia aos 16 de Dezembro de 1970 e da Convenção para a Repressão de Actos Ilícitos Contra a Segurança da Aviação Civil, assinada em Montreal aos 23 de Setembro de 1971.

2. As Partes Contratantes fornecer-se-ão, a pedido, todo o apoio necessário para impedir actos de captura ilícita de aeronaves civis e outros actos ilícitos contra a segurança dessas aeronaves, dos seus passageiros e tripulações, dos aeroportos e dos serviços de navegação aérea, bem como outras ameaças à segurança da aviação civil.

3. As Partes Contratantes actuarão, no seu relacionamento mútuo, em conformidade com as disposições sobre a segurança da aviação civil estabelecidas pela Organização da Aviação Civil Internacional e designadas como Anexos à Convenção, na medida

em que essas disposições sejam aplicáveis às Partes Contratantes. As Partes Contratantes exigirão que os operadores de aeronaves nelas registadas ou operadores de aeronaves que tenham o seu principal local de negócios ou residência permanente nas suas áreas, bem como os operadores de aeroportos nas suas áreas, actuem em conformidade com essas disposições sobre a segurança da aviação.

4. As Partes Contratantes acordam respeitar as normas de segurança impostas pela outra Parte Contratante à entrada na área dessa Parte Contratante e tomar medidas apropriadas para proteger as aeronaves e inspeccionar passageiros, tripulações, bagagem de mão, carga e provisões de bordo, antes e durante o embarque ou carregamento. Cada uma das Partes Contratantes considerará também, positivamente, qualquer solicitação da outra Parte Contratante respeitante à tomada de medidas especiais de segurança para fazer face a uma ameaça específica à aviação civil.

5. Em caso de incidentes ou ameaças de captura ilícita de aeronaves ou outros actos ilícitos contra a segurança dos passageiros e tripulações, aeronaves, aeroportos e serviços de navegação aérea, as Partes Contratantes prestar-se-ão apoio, facilitando as comunicações e outras medidas apropriadas tendentes a por termo, com rapidez e segurança e com um mínimo risco de vida, ao incidente ou à ameaça.

Artigo 12°
Transferência de Fundos

Cada uma das Partes Contratantes garantirá à empresa de transporte aéreo designada pela outra Parte Contratante o direito de transferir para a sede os excedentes das receitas sobre as despesas auferidas na área daquela Parte Contratante. Os procedimentos relativos a essa transferência deverão, contudo, obedecer aos regulamentos cambiais da Parte Contratante em cuja a área os rendimentos se acumularam.

Artigo 13°
Informação e Estatísticas

As autoridades aeronáuticas de cada uma das Partes Contratantes fornecerão às autoridades aeronáuticas da outra Parte Contratante, a seu pedido, estatísticas periódicas ou outros relatórios que possam, razoavelmente, mostrar-se necessários à revisão da capacidade nos serviços acordados explorados pela empresa de transporte aéreo designada da primeira Parte Contratante. Esses documentos deverão incluir toda a informação necessária para determinar o volume de tráfego transportado por aquela empresa nos serviços acordados.

Artigo 14°
Consultas

Cada uma das Partes Contratantes pode, a todo tempo, solicitar consultas sobre quaisquer assuntos relativos ao presente Acordo. Essas consultas terão início no prazo de sessenta dias contados a partir da data de recepção, por uma das Partes Contratantes, do pedido, salvo se diversamente acordado pelas Partes Contratantes.

Artigo 15°
Resolução de Diferendos

1. Se surgir algum diferendo entre as Partes Contratantes relativo à interpretação ou à aplicação deste Acordo, as Partes Contratantes diligenciarão para o resolverem, em primeiro lugar, pela via da negociação.

2. Se as Partes Contratantes não conseguirem resolver o diferendo por via da negociação, poderão acordar em submetê-lo à decisão de uma pessoa ou organismo ou, a pedido de qualquer das Partes, submetê-lo a um tribunal de três árbitros, que será constituído da seguinte forma:

a) No prazo de trinta dias após a recepção do pedido de arbitragem, cada uma das Partes Contratantes nomeará um árbitro. No prazo de sessenta dias após a nomeação do segundo árbitro, será nomeado, por acordo entre os dois árbitros nomeados, um terceiro árbitro, que funcionará como Presidente, e que deve ser nacional de um Estado que possa ser considerado neutral em relação ao diferendo;

b) Se dentro dos limites temporais acima especificados não tiver sido feita qualquer uma das nomeações, qualquer das Partes Contratantes pode solicitar ao Presidente do Conselho da Organização da Aviação Civil Internacional que proceda às nomeações necessárias, no prazo de trinta dias. Se o Presidente entender que é nacional de um Estado que não deva ser considerado neutral em relação ao diferendo, a nomeação será feita pelo Vice-Presidente mais antigo sobre quem não impenda esse vício.

3. Salvo acordo em contrário das partes ou se diversamente estiver disposto neste Artigo, o tribunal determinará os limites da sua jurisdição e estabelecerá as suas regras processuais próprias. Por iniciativa do tribunal ou a pedido de qualquer das Partes Contratantes, terá lugar, no prazo máximo de trinta dias após o tribunal estar completamente constituído, uma conferência para determinar exactamente os assuntos a serem arbitrados, bem como as regras processuais específicas a serem seguidas.

4. Salvo acordo em contrário das Partes ou se assim for determinado pelo tribunal, cada uma das Partes Contratantes elaborará um memorando, no prazo máximo de quarenta e cinco dias após o tribunal estar constituído, que submeterá ao tribunal. A outra Parte deverá responder no prazo de sessenta dias. Por sua iniciativa ou a pedido de qualquer das Partes, o tribunal procederá a uma audição, no prazo de trinta dias após o termo do prazo para a entrega das respostas.

5. O tribunal deverá emitir uma decisão escrita no prazo de trinta dias após o termo das audições ou, se estas não tiverem lugar, após a data da recepção da última resposta. O tribunal decidirá por maioria.

6. As Partes Contratantes podem requer clarificação da decisão, no prazo de quinze dias após a sua recepção, devendo essas clarificações ser emitidas no prazo de quinze dias após a sua solicitação.

7. A decisão do tribunal obrigará ambas as Partes Contratantes.

8. Cada uma das Partes Contratantes suportará as despesas com o árbitro por si nomeado. As outras despesas do tribunal serão repartidas em partes iguais pelas Partes Contratantes, incluindo quaisquer despesas efectuadas pelo Presidente ou pelo Vice-Presidente do Conselho da Organização da Aviação Civil Internacional para a implementação dos procedimentos referidos na alínea b) do n° 2 deste Artigo.

Artigo 16°
Modificações

1. Se uma das Partes Contratantes desejar modificar quaisquer disposições do presente Acordo, pode, a todo tempo, solicitar consultas com a outra Parte Contratante. As consultas terão início no prazo de sessenta dias contados a partir da data de recepção da solicitação.

2. Qualquer modificação a este Acordo, se acordada entre as Partes Contratantes, entrará em vigôr após ter sido confirmada por troca de cartas através dos canais apropriados.

Artigo 17°
Denúncia

Cada uma das Partes Contratantes poderá, a todo tempo, notificar a outra Parte Contratante da sua intenção de denunciar o presente Acordo. A notificação deverá ser simultaneamente comunicada à Organização da Aviação Civil Internacional. Se tal notificação for feita, o presente Acordo terminará doze meses após a data de recepção da notificação pela outra Parte Contratante, salvo se a notificação for retirada por comum acordo antes de expirado o prazo. Se a outra Parte Contratante não acusar a recepção, a notificação será considerada como tendo sido recebida quatorze dias após a sua recepção pela Organização da Aviação Civil Internacional.

Artigo 18°
Registo

O presente Acordo e qualquer troca de cartas nos termos dos Artigos 16° e 17° serão registados na Organização da Aviação Civil Internacional.

Artigo 19°
Títulos

Os títulos são inseridos no cabeçalho de cada Artigo do presente Acordo para fins de referência e conveniência, e de forma alguma definem, limitam ou descrevem o âmbito ou a intenção do presente Acordo.

Artigo 20°
Entrada em Vigor

O presente Acordo entrará em vigor quando as Partes Contratantes se houverem notificado, reciprocamente e por escrito, de que foram concluídos todos os procedimentos necessários.

Em fé de que os signatários plenipotenciários, para tal devidamente autorizados pelos respectivos Governos, assinaram o presente Acordo.

Feito aos 31 de Outubro de 1995 em Kuala Lumpur, com duplicados em português, malaio, chinês e inglês, os quatro textos sendo igualmente autênticos. Em caso de divergência, prevalecerá o texto inglês.

Pelo Governo de Macau

Vasco Rocha Vieira

Pelo Governo da Malásia

Dato' Seri Dr. Ling Liong Sik

ANEXO

Plano de Rotas I

Rotas a serem exploradas pela empresa de transporte aéreo designada de Macau

Coluna 1	Coluna 2	Coluna 3	Coluna 4
Pontos de Partida	Pontos Intermédios	Pontos na Malásia	Pontos Além
Macau	Um ponto a ser especificado	Kuala Lumpur Penang	Dois pontos a serem especificados

Plano de Rotas II

Rotas a serem exploradas pela empresa de transporte aéreo designada da Malásia

Coluna 1	Coluna 2	Coluna 3	Coluna 4
Pontos de Partida	Pontos Intermédios	Pontos em Macau	Pontos Além
Pontos na Malásia	Um ponto a ser especificado	Macau	Dois pontos a serem especificados

Nenhum ponto no interior da China, em Taiwan e em Hong Kong poderá ser servido como ponto intermédio ou ponto além.

Observações

1. A empresa ou empresas designadas das Partes Contratantes podem, em um ou todos os voos, omitir paragens em quaisquer dos pontos acima designados, desde que esses voos tenham como origem ou destino a área da Parte Contratante que designou a empresa.

2. Os serviços efectivos, as frequências e o exercício dos direitos de tráfego concedidos a empresa ou empresas de ambas as Partes Contratantes serão acordados entre as autoridades aeronáuticas das mesmas.

澳門政府和馬來西亞政府航班協定

澳門政府經葡萄牙主管主權機構正式授權並經中華人民共和國政府同意，和馬來西亞政府，

以下稱爲"締約雙方"，

希望爲在其相互之間和以遠地區建立航班締結一項協定，

達成協議如下：

第一條
定 義

除非文中另有要求，本協定中：

一．"地區"在澳門方面，包括澳門半島，氹仔島和路環島；在馬來西亞方面，採納一九四四年十二月七日在芝加哥開放簽字的國際民航公約（以下稱之爲公約）第二條中"領土"的含意；

二．"航空當局"在澳門方面指民航局，或授權執行上述當局目前行使的職能或類似職能的任何個人或機構；在馬來西亞方面指交通部長和授權行使上述部長目前行使職能或類似職能的任何個人或機構；

三．"本協定附件"指本協定航線表或根據本協定第十六條所做的修改。"本協定附件"將構成本協定一個組成部分，除非另有規定，所有對本協定的引述將包括對附件的引述；

四．"指定空運企業"一詞指締約一方爲在通知中規定航線上經營航班而根據本協定第四條以書面通知向締約另一方指定的一家或多家空運企業；

五．"航班"、"國際航班"、"空運企業"和"非運輸業務性經停"具有公約第九十六條爲它們規定的含意。

第二條
公約規定

締約雙方在執行本協定時，其作法應符合公約的規定，包括附件和對公約或對附件的任何修改，只要這些規定適用於締約雙方。

第三條
業務權利和特權

一．締約一方給予締約另一方在本協定中規定的權利，以便在本協定附件航線表規定航線上經營航班（以下分別稱之爲"協議航班"和"規定航線"）。

二．在不違反本協定規定的情況下，締約一方指定空運企業將享有以下特權：

（一）飛越締約另一方地區而不降落；

（二）在上述地區內作非運輸業務性經停；和

（三）在規定航線上經營協議航班時，在上述地區本協定附件航線表中對該航線規定的一點或多點經停，上下國際旅客、貨物和郵件業務。

三．本條第二款不應被視爲給予締約一方指定空運企業，爲了取酬或出租，在締約另一方地區內裝載旅客、貨物和郵件前往該締約另一方地區內另一地點的特權。

第四條
經營許可

一．締約一方有權書面指定一家或多家空運企業在規定航線上經營協議航班。

二．收到此種指定后，在不違反本條第三款和第四款規定的情況下，締約另一方應毫不延誤地授予指定的一家或多家空運企業以適當的經營許可。

三．締約一方航空當局可以要求締約另一方指定空運企業向其証實，該空運企業具備資格履行其根据在經營國際商業航班方面按照公約規定通常和合理採用的法律和規定制定的條件。

四．締約一方有權拒絕接受對一家空運企業的指定和拒發或撤銷或授予一家空運企業在本協定第三條第二款中規定的權利或對該空運企業行使這些權利規定其認爲必要的條件，如其對下列任一情況不滿意：

（一）在澳門方面，該空運企業不在澳門註冊和以澳門爲主要經營地；

（二）在馬來西亞方面，該空運企業的主要所有權和有效管理權不屬于馬來西亞或其國民。

五．在本條第一款和第二款規定履行之后的任何時間，按此指定和授權的一家空運企業可以開始經營協議航班，條件是根据本協定第九條規定確定的該航班的運价已經生效。

六．締約一方有權暫停空運企業行使本協定第三條第二款規定的權利或對該空運企業行使這些權利規定其認爲必要的條件，如果該空運企業不遵守授予這些權利的締約方的法律或規定或在其它方面不按照本協定規定的條件經營，條件是除非爲防止進一步違反法律或規定，必須立即暫停或規定條件，此種權利應在与締約另一方協商之後方可行使。

第五條
海關稅收

一．締約一方指定空運企業經營國際航班的飛機，以及其在機上的正常設備、零備件、燃油和潤滑油供應和機上供應品（包括食品、飲料和煙草），在抵達締約另一方地區時應免除所有海關關稅、檢驗費和其它稅款和稅收，條件是此種設備和供應品應留置在機上直至重新出口。

二.締約一方指定空運企業運進或為其運進締約另一方地區或裝上該指定空運企業經營的飛機純供經營國際航班使用的燃油、潤滑油、零備件、正常設備和機上供應品,應免除所有關稅和費用,包括在締約另一方地區內征收的海關關稅和檢驗費,即使這些供應品是在裝上飛機的締約方地區上空飛行的航段上的部份使用。可以要求將以上所述物品置於海關監管或控制之下。

三.留置在締約一方飛機上的正常機上設備、零備件、機上供應品和燃油及潤滑油,可以在該方海關當局批准之下在締約另一方地區內卸下,該方海關當局可以要求這些物品置於海關監管之下直至重新出口或根據海關規定另行處理。

四.對在締約一方地區內裝上締約另一方飛機純供在締約一方地區內兩點之間飛行使用的燃油、潤滑油、零備件、正常機上設備和機上供應品,在海關關稅、檢驗費和其它類似稅收和收費方面,不應給予次于締約一方其自己空運企業的待遇。

第六條
商業活動

一.在不違反締約一方法律和規定的情況下,締約另一方指定空運企業根據第四條有權在締約一方地區內派駐和保留因根據本協定附件經營航班所需要的管理、技術、行政和商務人員以及建立和經營辦事處。

二.締約一方給予締約另一方指定空運企業在其地區內直接和按空運企業的選擇通過代理銷售航空運輸的權利。每一指定空運企業有權銷售此種航班,任何個人應可以該地區的貨幣或在不違反締約一方法律和規定的情況下,可自由兌換的貨幣購買此種航班。

第七條
入境和離境的法律和規定

一.締約一方關於從事國際航行的飛機進出其地區或此種飛機在其地區上空飛行的法律和規定,應適用于締約另一方指定空運企業。

二.締約一方關於旅客、機組、貨物或郵件入境、停留和離境其地區的法律和規定,諸如關于入境、出境、移居和移民以及海關和檢疫措施,應在其在上述地區時適用于締約另一方指定空運企業飛機所載運的旅客、機組、貨物或郵件。

三.締約一方將在關于締約另一方指定空運企業實施本條第一款和第二款所述的法律和規定方面,不給予其自己的空運企業以任何優先權。

第八條
運力規定

一.締約雙方指定空運企業應享有公平和均等的機會在締約雙方地區之間的規定航線上經營協議航班。

二.在經營協議航班方面,締約一方指定空運企業應考慮到締約另一方指定空運企業的利益,以免不適當地影響后者在相同航線的全部或部分航段上提供的航班。

三.締約雙方指定空運企業提供的協議航班應与公眾對規定航線上運輸的要求保持密切關系,并應以合理的載運比率,提供足夠的運力以滿足當前和合理預見到的運輸來自或前往指定空運企業締約方地區的旅客、貨物或郵件的要求作為其主要目的。對于為指定空運企業締約方以外的非締約方地區規定航線上地點上下的旅客、貨物或郵件提供的運輸,應按照運力須与下列相聯系的總原則:

(一)前往或來自指定空運企業締約方地區的運輸需要;

(二)在考慮到該地區國家的空運企業建立的其它運輸航班之后,空運企業途經地區的運輸需要;和

(三)聯程航班經營的需要。

四.締約雙方航空當局應隨時共同確定具體實施本條上款所含關于指定空運企業經營協議航班的原則。

第九條
運 價

一."運价"一詞指:

(一)空運企業為在定期航班上運輸旅客及其行李而收取的客票价和輔助此種運輸的服務條件;

(二)空運企業為在定期航班上運輸貨物(不包括郵件)而收取的貨運价;

(三)任何此種客票价或貨運价包括任何附帶利益的適用和使用的條件;

(四)空運企業為代理人在定期航班上運輸所銷售的客票或代理人填開貨運單而支付的手續費。

二.締約雙方指定空運企業為在澳門和馬來西亞之間的運輸所收取的運价應在合理的水平上制定,適當考慮所有有關因素,包括協議航班的經營成本、使用人利益、合理利潤和在相同航線的全部或部分航段上經營的其它空運企業的運价。

三.任何指定空運企業可以一起協商運价建議,但并不要求在申報一建議運价之前如此辦理。除非申報的指定空運企業作出保証它已將建議的運价通知了其它指定空運企業,締約一方航空當局不應接受一項申報。

四.任何為在澳門和馬來西亞之間的運輸所建議的運价,應以航空當局可以單方要求透露本條第一款所述細節的方式向締約雙方航空當局申報。它應在建議有效日期之前不少于六十天申報(除非事先從有關航空當局就較短申報期限得到批准)。在締約一方航空當局收到建議運价之日,該運价應作為已經申報予以對待。除了單方申報一項運价的情況外,每一指定空運企業不就說明所提建議的運价對其自己以外的航空當局負責。

五.締約任何一方航空當局可以隨時批准任何建議的運价,條件是根據本條第四款申報此項運价。

六.如果根據本條第五款不批准一項運价,締約任何一方航空當局可以要求在要求之日起三十天內或雙方航空當局另行同意的時間進行協商。

七.如果一方航空當局根據本條第五款不批准一項運价,航空當局在根據本條第六款舉行協商之后又不能同意,分歧可按本協定第十五條規定解決。但是,無論如何,締約一方對相同地點之間的可比航班不應要求一項有別于其自己指定空運企業的運价。

八.根據本協定規定制定的運价應持續有效,直至制定一項替代運价。

九.締約一方指定空運企業在締約另一方地區和一非締約方地區之間的運輸收取的運价應經締約另一方和該非締約方批准。但是,條件是締約一方對相同地點之間的可比航班不應要求一項有別于其自己指定空運企業的運价。締約一方指定空運企業應根據締約另一方要求向其申報此項運价。此項運价的批准可以以不少于三十天的通知予以撤銷,但是,條件是撤銷此項批准的締約一方應該允許有關的指定空運企業對相同地點之間的可比航班使用同樣的運价。

第十條
使用費

締約任何一方不應向締約另一方指定空運企業收取或允許收取高于向其自己經營類似國際航班的指定空運企業收取的使用費。

第十一條
航空保安

一.締約雙方重申保障民航安全不受非法行爲干擾爲其相互的義務構成本協定的一個組成部分。締約雙方應特別遵守一九六三年九月十四日在東京簽訂的關於在航空器內犯罪和犯有某些其他行爲的公約、一九七零年十二月十六日在海牙簽訂的關於制止非法劫持航空器的公約和一九七一年九月二十三日在蒙特利爾簽訂的關於制止危害民用航空安全的非法行爲的公約的規定。

二.締約雙方應根据請求相互提供一切必要的協助,以防止非法劫持民用飛機和其它危及該等飛機、及其旅客和機組、機場和導航設施安全的非法行爲,以及危及民航安全的任何其它威脅。

三.締約雙方在相互的關係中,應遵守國際民航組織制定的航空安全規定和指定爲國際民航公約的附件,只要這些安全規定適用於締約雙方。締約一方須要求,其注冊的飛機經營機構或以其地區爲主要經營地或永久駐地的機構以及其地區的機場經營機構的運作符合該等航空安全規定。

四.締約一方同意,遵守締約另一方對進入該締約另一方地區所要求的航空保安規定并採取足夠的措施,以保護飛機和在登機或裝機期間檢查旅客、機組、手提行李、貨物和機上供應品。 締約一方對締約另一方爲對付某項特定的威脅而要求採取特別安全措施,亦應給予積极的考慮。

五.倘若發生非法劫持民用飛機的事件或威脅或其它針對旅客、機組、飛機、機場以及導航設施安全的非法行爲,締約雙方須互相協助,以便盡速使用通訊聯絡及其它適當措施以最少危及生命的方式迅速終止此種事件或此種事件的威脅。

第十二條
轉移資金

締約一方給于締約另一方將在締約一方地區內賺取的收支余額匯回總公司的權利。但是,此種匯款的程序應根據在收入發生締約方的外匯管制規定辦理。

第十三條
情報和統計

締約一方航空當局將按締約另一方航空當局要求,提供此種定期或其它因審查締約一方指定空運企業的協議航班的運力可能合理所需的統計說明。此種統計說明應該包括確定該指定空運企業在協議航班上載運業務量的全部情況。

第十四條
協 商

締約任何一方可隨時要求對有關本協定的任何事宜進行協商。此種協商應在自締約另一方收到要求之日起六十天期限內開始,除非締約雙方另有協議。

第十五條
解決爭議

一.如果締約雙方之間就本協定的解釋或實施產生任何爭議,締約雙方應首先通過談判解決爭議。

二.如果締約雙方不能通過談判達成解決爭議的辦法,它們可以將爭議提交它們可以同意的某人或機構,或按締約一方的要求,將爭議提交給一個按下列方式建立由三人組成的仲裁庭決定:

(一)締約一方自收到要求之日起三十天內各任命一名仲裁員,在任命第二名仲裁員后六十天之內,一名在此項爭議中被視爲中立國家的國民,由兩名仲裁員協議任命爲第三名仲裁員并將作爲該仲裁庭的主席。

(二)如果在上述規定期限的時間內未作任何任命,締約一方可以要求國際民航組織理事會主席在三十天之內進行必要的任命。如果該主席認爲他系一個在此項爭議中不可視爲中立國家的國民,沒有因該理由失去資格的最資深副主席將進行任命。

三．除非本條中以下所作規定或締約雙方另有協議，仲裁庭將確定其管轄范圍和制定其自己的程序。按仲裁庭的決定或締約一方的要求，應在仲裁庭完全成立之后不遲于三十天，舉行會議以確定仲裁的確切問題和遵循的具體程序。

四．除非締約雙方另有協議或仲裁庭另有決定，締約一方應在仲裁庭完全成立之后四十五天之內提交一份備忘录。答复將在六十天后作出。仲裁庭應在締約一方要求之時，或由其選擇，在答复到期后三十天內舉行聽証會。

五．仲裁庭應試圖在聽証會結束之后，或如果未舉行聽証會，兩份答复提交之后，三十天內給予書面決定。決定將以仲裁庭多數票作出。

六．締約一方可以在收到決定之后十五天之內提出要求澄清決定以及此種澄清應在該項要求的十五天之內作出。

七．仲裁庭的決定對締約雙方均具約束力。

八．締約一方將負擔其任命的仲裁員的費用。仲裁庭的其它費用，包括國際民航組織理事會主席或副主席在執行本條第二款第(二)段程序方面產生的任何開支應由締約雙方均攤。

第十六條
修　改

一．如果締約雙方認爲需要修改本協定的任何規定，可以隨時要求和締約另一方協商。此種協商應自收到此種要求之日起六十天內開始。

二．對本協定的任何修改，如在締約雙方之間商定，應在通過適當途徑互換信函証實之后生效。

第十七條
終　止

締約一方可隨時書面通知另一方它希望終止本協定。此項通知應同時發給國際民航組織。如果發出此通知，本協定自締約另一方收到終止通知之日起十二個月后終止，除非在本期限到期之前協議撤銷終止通知。在締約另一方未確認收到時，該通知應在國際民航組織收到該通知十四天之后被認爲已經收到。

第十八條
登　記

本協定和任何根據第十六條和第十七條互換的信函應向國際民航組織登記。

第十九條
標　題

在本協定中每條上方加入的標題僅爲查閱方便，并不以任何方式確定、限制或規定本協定的范圍或含意。

第二十條
生　效

本協定在締約雙方相互書面通知任何必要的手續已經完成之時即告生效。

下列簽字全權代表，經其各自政府正式授權，已在本協定上簽字爲証。

本協定于一九九五年十月三十一日在吉隆坡用中文、葡萄牙文、馬來文和英文簽訂，四種文本同等作准，遇有任何不一致，以英文爲准。

澳門政府代表　　馬來西亞政府代表

韋奇立　　林良實醫生

附　件

航線表一

澳門指定空運企業經營的航線：

始發點	中間點	馬來西亞地點	以遠點
澳門	規定爲一點	吉隆坡，檳城	規定爲兩點

航線表二

馬來西亞指定空運企業經營的航線：

始發點	中間點	澳門地點	以遠點
馬來西亞地點	規定爲一點	澳門	規定爲兩點

中國大陸、台灣和香港的地點不可作爲中間點或以遠點經營。

備　注

一．締約雙方指定的空運企業或多家空運企業可以選擇在任何或全部航班上不降停上述的任何地點，條件是這些航班在指定空運企業的締約方地區內始發或終止。

二．授予締約雙方指定空運企業或多家空運企業實際經營、班次和行使的業務權應由締約雙方航空當局商定。

AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF MACAU AND THE GOVERNMENT OF MALAYSIA

The Government of Macau and the Government of Malaysia, the former being duly authorized by the competent sovereign institution of the Portuguese Republic and with the consent of the Government of the People's Republic of China,

hereinafter referred to as the Contracting Parties,

Desiring to conclude an Agreement for the purpose of establishing air services between and beyond their respective areas,

Have agreed as follows:

ARTICLE 1

DEFINITIONS

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

a) the term "Area" in relation to Malaysia has the meaning assigned to "territory" in Article 2 of the Convention on International Civil Aviation, opened for signature at Chicago on 7th December, 1944 (hereinafter referred to as the Convention) and in relation to Macau, includes Macau Peninsula and the Taipa and Coloane Islands.

b) the term "aeronautical authorities" means, in the case of Macau, the Civil Aviation Authority and any person or body authorised to perform any functions at present exercised by the said Authority or similar functions, and in the case of Malaysia, the Minister of Transport or any person or body authorised to perform any functions at present exercised by the said Minister or similar functions;

c) the term "Annex to this Agreement" means the Route Schedules to this Agreement or as amended in accordance with the provisions of Article 16 of this Agreement. The "Annex to this Agreement" shall form an integral part of this Agreement and all references to the Agreement shall include references to the Annex except where otherwise provided;

d) the term "designated airline" means an airline or airlines which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with Article 4 of this Agreement, for the operation of air services on the routes specified in such notification;

e) the terms "air service", "international air service", "airline" and "stop for non-traffic purpose" have the meanings assigned to them in Article 96 of the Convention.

ARTICLE 2

PROVISIONS OF THE CONVENTION

In implementing this Agreement, the Contracting Parties shall act in conformity with the provisions of the Convention including the Annexes, and any amendments to the Convention or to the Annexes, insofar as these provisions are applicable to both Contracting Parties.

ARTICLE 3

TRAFFIC RIGHTS AND PRIVILEGES

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 to this Agreement (hereinafter called "the agreed services" and "the specified routes" respectively).

2. Subject to the provisions of this Agreement, an airline designated by each Contracting Party shall enjoy the following privileges:

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

b) to make stops in the said area for non-traffic purposes; and

c) while operating an agreed service on a specified route, to make stops in the said area at the point or points specified for that route in the Schedule of the Annex to this Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail.

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

ARTICLE 4

OPERATING AUTHORISATION

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline or airlines for the purpose of operating the agreed services on the specified routes.

2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline or airlines designated the appropriate operating authorizations.

3. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting

Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied by them in conformity with the provisions of the Convention to the operation of international commercial air services.

4. Each Contracting Party shall have the right to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the privileges specified in paragraph (2) of Article 3 of this Agreement or to impose such conditions as it may deem necessary on the exercise by that airline of those privileges in any case where it is not satisfied that:

a) in the case of Malaysia, the substantial ownership and effective control of that airline are vested in Malaysia or in its nationals;

b) in the case of Macau, the airline is incorporated and has its principal place of business in Macau.

5. At any time after the provisions of paragraphs (1) and (2) of this Article have been complied with, an airline so designated and authorised may begin to operate the agreed services provided that a tariff established in accordance with the provisions of Article 9 of this Agreement is in force in respect of that service.

6. Each Contracting Party shall have the right to suspend the exercise by an airline of the privileges specified in paragraph (2) of Article 3 of this Agreement or to impose such conditions it may deem necessary on the exercise by that airline of those privileges in any case where that airline fails to comply with the laws or regulations of the Contracting Party granting those privileges or otherwise fails to operate in accordance with the conditions prescribed in this Agreement provided that, unless immediate suspension

or imposition of conditions is essential to prevent further infringements of laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

ARTICLE 5

CUSTOMS DUTIES

1. Aircraft operating on international services by the designated airline of either Contracting Party, as well as their regular equipment, spare parts, supplies of fuels 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 area of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2. Supplies of fuels, lubricants, spare parts, regular equipment and aircraft stores introduced into the area of one Contracting Party by or on behalf of the designated airline of the other Contracting Party or taken on board the aircraft operated by such designated airline and intended solely for use in the operation of international services shall be exempt from all duties and charges, including customs duties and inspection fees imposed in the area of the first Contracting Party, even when these supplies are to be used on the parts of the journey performed over the area of the Contracting Party in which they are taken on board. The materials referred to above may be required to be kept under customs supervision or control.

3. The regular airborne equipment, spare parts, aircraft stores and supplies of fuels and lubricants retained on board the aircraft of either Contracting Party may be unloaded in the area of the other Contracting Party only with the approval of the customs authorities of that Party, who may require that these materials be placed under their

supervision up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

4. Fuel, lubricants, spare parts, regular aircraft equipment and aircraft stores taken on board the aircraft of one Contracting Party in the area of the other Contracting Party and used solely on flights between two points in the area of the latter Contracting Party shall be accorded with respect to customs duties, inspection fees and other similar duties and charges, treatment not less favourable than that granted to its own airline of that Contracting Party.

ARTICLE 6

COMMERCIAL ACTIVITIES

1. Subject to the provisions of laws and regulations in force in the area of each Contracting Party, an airline designated by one Contracting Party in accordance with Article 4, is entitled to bring in and maintain the managerial, the technical, the administrative and commercial personnel required for the operation of air services in accordance with the Annex to this Agreement and to establish and operate offices in the area of the other Contracting Party.

2. Each Contracting Party grants to the designated airline of the other Contracting Party the right to engage in the sale of air transportation in its area directly and, at the airlines' discretion, through its agents. Each airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation in the currency of that area or, subject to the laws and regulations of the Contracting Parties in freely convertible currencies.

ARTICLE 7

LAWS AND REGULATIONS ON ENTRY AND DEPARTURE

1. The laws and regulations of one Contracting Party governing entry into and departure from its area of aircraft

engaged in international air navigation or flights of such aircraft over that area shall apply to the designated airline of the other Contracting Party.

2. The laws and regulations of one Contracting Party governing entry into, sojourn in, and departure from its area of passengers, crew, cargo or mail, such as formalities regarding entry, exit, emigration and immigration, as well as customs and sanitary measures shall apply to passengers, crew, cargo or mail carried by the aircraft of the designated airline of the other Contracting Party while they are within the said area.

3. Neither Contracting Party may grant any preference to its own airline in relation to the designated airline of the other Contracting Party in the application of the laws and regulations referred to in paragraphs (1) and (2) of this Article.

ARTICLE 8

CAPACITY PROVISIONS

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective areas.

2. In operating the agreed services, the designated airline of each Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified 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 for the carriage of passengers, cargo and mail originating from or destined for the area of the Contracting Party which has designated the airline. Provision for the carriage of passengers, cargo and mail both taken up and put down at points on specified routes in the areas of non-Contracting Parties other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:

(a) traffic requirements to and from the area of the Contracting Party which has designated the airline;

(b) traffic requirements of the area through which the airline passes after taking account of other transport services established by airlines of the States comprising the area; and

(c) the requirements of through airline operations.

4. The aeronautical authorities of the Contracting Parties shall from time to time jointly determine the practical application of the principles contained in the foregoing paragraphs of this Article for the operation of the agreed services by the designated airlines.

ARTICLE 9

TARIFFS

1. The term "tariff" means:

(a) the fare charged by an airline for the carriage of passengers and their baggage on scheduled air services and the charges and conditions for services ancillary to such carriage;

(b) the freight rate charged by an airline for the carriage of cargo (excluding mail) on scheduled air services;

(c) the conditions governing the availability or applicability of any such fare or freight rate including any benefits attaching to it; and

(d) the rate of commission paid by an airline to an agent in respect of tickets sold or airwaybills completed by that agent for carriage on scheduled air services.

2. The tariffs to be charged by the designated airlines of the Contracting Parties for carriage between Malaysia and Macau shall be those approved by both aeronautical authorities and shall be established at reasonable levels, due regard being paid to all relevant factors, including the cost of operating the agreed services, the interests of users, reasonable profit and the tariffs of other airlines operating over the whole or part of the same route.

3. Any of the designated airlines may consult together about tariff proposals, but shall not be required to do so before filing a proposed tariff. The aeronautical authorities of each Contracting Party shall not accept a filing unless the designated airline making such filing gives an assurance that it has informed the other designated airlines of the proposed tariffs.

4. Any proposed tariff for carriage between Malaysia and Macau shall be filed with the aeronautical authorities of both Contracting Parties in such form as the aeronautical authorities may separately require to disclose the particulars referred to in paragraph (1) of this Article. It shall be filed not less than 60 days (unless prior approval is obtained from the respective aeronautical authorities for a shorter filing period) before the proposed effective date. The proposed tariff shall be treated as having been filed with a Contracting Party on the date on which it is received by the aeronautical authorities of that

Contracting Party. Each designated airline shall not be responsible to any aeronautical authorities other than its own for the justification of the tariffs so proposed except where a tariff has been unilaterally filed.

5. Any proposed tariff may be approved by the aeronautical authorities of either Contracting Party at any time provided it has been filed in accordance with paragraph (4) of this Article.

6. If a tariff is not approved in accordance with the provisions of paragraph (5) of this Article, the aeronautical authorities of either Contracting Party may request consultations which shall be held within 30 days of the request, or as otherwise agreed by both aeronautical authorities.

7. If a tariff has not been approved by one of the aeronautical authorities in accordance with paragraph (5) of this Article, and the aeronautical authorities have been unable to agree following consultations held in accordance with paragraph (6) of this Article, the dispute may be settled in accordance with the provisions of Article 15 of this Agreement. In no circumstances, however, shall a Contracting Party require a different tariff from the tariff of its own designated airline for comparable services between the same points.

8. A tariff established in accordance with the provisions of this Article shall remain in force until a replacement tariff has been established.

9. The tariffs charged by the designated airlines of one Contracting Party for carriage between the area of the other Contracting Party and the area of a non-Contracting Party shall be subject to the approval of the other Contracting Party and such non-Contracting Party, provided, however, that a Contracting Party shall not require a different tariff from

the tariff of its own airlines for comparable services between the same points. The designated airlines of each Contracting Party shall file such tariffs with the other Contracting Party, in accordance with its requirements. Approval of such tariffs may be withdrawn on no less than 30 days notice provided, however, that a Contracting Party withdrawing such approval shall permit the designated airline concerned to apply the same tariffs as its own airlines for comparable services between the same points.

ARTICLE 10

USER CHARGES

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

ARTICLE 11

AVIATION SECURITY

1. 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. 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 and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on 23 September 1971.

2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts

against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by 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 who have its principal place of business or permanent residence in its area and the operators of airports in its area act in conformity with such aviation security provisions.

4. Each Contracting Party agrees to observe the security provisions required by the other Contracting Party for entry into the area of that other Contracting Party and to take adequate measures to protect aircraft and to inspect passengers, crew, their carry-on items as well as cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give positive consideration to any request from the other Contracting Party for special security meaures to meet a particular threat to civil aviation.

5. When an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of passengers, crew, aircraft, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and with minimum risk to life such incident or threat thereof.

ARTICLE 12

TRANSFER OF FUNDS

Each Contracting Party shall grant to the designated airline of the other Contracting Party the right to remit to

its head office the excess over expenditure of receipts earned in the area of the first Contracting Party. The procedure for such remittance, however, shall be in accordance with the foreign exchange regulations of the Contracting Party in the area of which the revenue accrued.

ARTICLE 13

INFORMATION AND STATISTICS

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity on the agreed services by the designated airline of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by that designated airline on the agreed services.

ARTICLE 14

CONSULTATION

Either Contracting Party may at any time request consultation on any matter related to this Agreement. Such consultation shall begin within a period of sixty days from the date the other Contracting Party receives the request, unless otherwise agreed by the Contracting Parties.

ARTICLE 15

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 negotiation.

2. If the Contracting Parties fail to reach a settlement of the dispute by negotiation, it may be referred by them to such person or body as they may agree on or, at the request

of a Contracting Party, shall be submitted for decision to a tribunal of three arbitrators which shall be constituted in the following manner:

(a) within 30 days after receipt of a request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a State which can be regarded as neutral in relation to the dispute, who shall act as President of the tribunal, shall be appointed as the third arbitrator by agreement between the two arbitrators, within 60 days of the appointment of the second;

(b) if within the time limits specified above any appointment has not been made, a Contracting Party may request the President of the Council of the International Civil Aviation Organisation to make the necessary appointment within 30 days. If the President considers that he is a national of a State which cannot be regarded as neutral in relation to the dispute, the most senior Vice-President who is not disqualified on that ground shall make the appointment.

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

4. Except as otherwise agreed by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within 45 days after the tribunal is fully constituted. Replies shall be due 60 days later.

The tribunal shall hold a hearing at the request of a Contracting Party, or at its discretion, within 30 days after replies are due.

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

6. A Contracting Party may submit a request for clarification of the decision within 15 days after it is received and such clarification shall be issued within 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 or Vice-President of the Council of the International Civil Aviation Organization in implementing the procedures in paragraph (2)(b) of this Article.

ARTICLE 16

MODIFICATIONS

1. If either of the Contracting Parties considers it desirable to modify any provisions of this Agreement, it may at any time request consultation with the other Contracting Party. Such consultation shall begin within a period of sixty days from the date of receipt of such request.

2. Any modification to this Agreement if agreed between the Contracting Parties shall enter into force after they have been confirmed by an exchange of correspondence through appropriate channels.

ARTICLE 17

TERMINATION

Either Contracting Party may at any time give notice to the other if it desires to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. If such notice is given, this Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organisation.

ARTICLE 18

REGISTRATION

This Agreement and any exchange of correspondence in accordance with Articles 16 and 17 shall be registered with the International Civil Aviation Organisation.

ARTICLE 19

TITLES

Titles are inserted in this Agreement at the head of each article for the purpose of reference and convenience and in no way define, limit or describe the scope or intent of this Agreement.

ARTICLE 20

ENTRY INTO FORCE

This Agreement shall come into force when the Contracting Parties have notified each other in writing that any necessary procedures have been fulfilled.

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

Done in duplicate this 31st day of October 1995 at Kuala Lumpur in the Malay, Portugese, Chinese and English languages the four texts being equally authentic. In case of any inconsistency the English text shall prevail.

(VASCO ROCHA VIEIRA)
For the Government of
Macau

(DATO SERI DR. LING LIONG SIK)
For the Government of
Malaysia

A N N E X

SCHEDULE I

Routes to be operated by the designated airline of Malaysia

Column 1	Column 2	Column 3	Column 4
Points of Departure	Intermediate Points	Points In Macau	Points Beyond
Points in Malaysia	One point to be specified	Macau	Two points to be specified

No points in the mainland of China, Taiwan and Hongkong may be served either as intermediate points or beyond points.

SCHEDULE II

Routes to be operated by the designated airline of Macau

Column 1	Column 2	Column 3	Column 4
Points of Departure	Intermediate Points	Points In Malaysia	Points Beyond
Macau	One point to be specified	Kuala Lumpur Penang	Two points to be specified

NOTES

1. The designated airline or airlines of both Contracting Parties may on any or all flights omit calling at any of the points mentioned above, provided that these flights originate or end in the area of the Contracting Party designating the airline.

2. The effective operations, frequencies and the exercise of Traffic Rights granted for the designated airline or airlines of both Contracting Parties shall be agreed upon between the aeronautical authorities of the two Contracting Parties.

PERJANJIAN PERKHIDMATAN UDARA DI ANTARA KERAJAAN MACAU DENGAN KERAJAAN MALAYSIA

Kerajaan Macau dan Kerajaan Malaysia, pihak yang disebut terdahulu telah diberikuasa sewajarnya oleh institusi kedaulatan yang kompeten Republik Portugis dan dengan persetujuan Kerajaan Republik Rakyat China,

kemudian daripada ini disebut Pihak-Pihak Pejanji,

Berhasrat untuk membuat suatu Perjanjian bagi maksud mewujudkan perkhidmatan udara di antara dan melampaui kawasan mereka masing-masing,

Telah bersetuju seperti berikut:

PERKARA 1

TAKRIF

Bagi maksud Perjanjian ini, melainkan jika konteksnya menghendaki makna yang lain :

(a) istilah "Kawasan" berhubungan dengan Malaysia mempunyai erti yang diberikan kepada "wilayah" dalam Perkara 2 Konvensyen mengenai Penerbangan Awam Antarabangsa, yang dibuka untuk ditandatangani di Chicago pada 7hb Disember, 1944 (kemudian daripada ini disebut sebagai Konvensyen) dan berhubungan dengan Macau, termasuklah Semenanjung Macau serta Kepulauan Taipa dan Coloane;

(b) istilah "Pihak-Pihak Berkuasa Penerbangan" ertinya, dalam hal Macau, Pihak Berkuasa Penerbangan Awam dan mana-mana orang atau badan yang diberikuasa untuk melaksanakan apa-apa fungsi yang pada masa ini dijalankan oleh Pihak Berkuasa tersebut atau fungsi seumpamanya, dan dalam hal Malaysia, Menteri Pengangkutan atau mana-mana orang atau badan yang diberikuasa untuk melaksanakan apa-apa fungsi yang pada masa ini dijalankan oleh Menteri tersebut atau fungsi seumpamanya;

(c) istilah "Tambahan kepada Perjanjian ini" ertinya Jadual Laluan kepada Perjanjian ini atau sebagaimana dipinda mengikut peruntukan Perkara 16 Perjanjian ini. "Tambahan kepada Perjanjian ini" hendaklah menjadi suatu bahagian integral Perjanjian ini dan semua rujukan kepada Perjanjian hendaklah termasuk rujukan kepada Tambahan kecuali diperuntukkan selainnya;

(d) istilah "perkhidmatan penerbangan ditetapkan" ertinya suatu perkhidmatan penerbangan yang telah ditetapkan oleh satu Pihak Pejanji, melalui pemberitahuan bertulis kepada Pihak Pejanji yang satu lagi, mengikut Perkara 4 Perjanjian ini, bagi pengendalian perkhidmatan udara mengikut laluan yang dinyatakan dalam pemberitahuan itu;

(e) istilah "perkhidmatan udara", "perkhidmatan udara antarabangsa", "perkhidmatan penerbangan" dan "berhenti bagi maksud bukan trafik" mempunyai erti yang diberikan kepadanya dalam Perkara 96 Konvensyen;

PERKARA 2

PERUNTUKAN KONVENSYEN

Dalam melaksanakan Perjanjian ini, Pihak-Pihak Pejanji hendaklah bertindak bertepatan dengan peruntukan Konvensyen termasuk Tambahan, dan apa-apa pindaan kepada Konvensyen atau kepada Tambahan, itu setakat mana peruntukan ini terpakai bagi kedua-dua Pihak Pejanji.

PERKARA 3

HAK DAN KEISTIMEWAAN TRAFIK

1. Setiap Pihak Pejanji memberi kepada Pihak Pejanji yang satu lagi hak yang dinyatakan dalam Perjanjian ini bagi maksud mengendalikan perkhidmatan udara mengikut laluan yang dinyatakan dalam Jadual kepada Tambahan Perjanjian ini (kemudian daripada ini masing-masing disebut "perkhidmatan yang dipersetujui" dan "laluan yang dinyatakan").

2. Tertakluk kepada peruntukan Perjanjian ini, sesuatu perkhidmatan penerbangan yang ditetapkan oleh setiap Pihak Pejanji hendaklah menikmati keistimewaan yang berikut:

(a) terbang tanpa mendarat melintasi kawasan Pihak Pejanji yang satu lagi;

(b) berhenti dalam kawasan tersebut bagi maksud bukan trafik ; dan

(c) semasa mengendalikan perkhidmatan yang dipersetujui mengikut sesuatu laluan yang dinyatakan, berhenti dalam kawasan tersebut di tempat atau tempat-tempat yang dinyatakan untuk laluan itu dalam Jadual kepada Tambahan Perjanjian ini bagi maksud menurunkan dan membawa naik trafik antarabangsa yang terdiri daripada penumpang, kargo dan mel.

3. Tiada apa-apa jua dalam perenggan (2) Perkara ini boleh disifatkan memberi kepada perkhidmatan penerbangan ditetapkan kepunyaan satu Pihak Pejanji keistimewaan untuk membawa naik, dalam kawasan Pihak Pejanji yang satu lagi, penumpang, kargo atau mel yang dibawa untuk bayaran atau sewaan dan destinasinya ialah suatu tempat lain dalam kawasan Pihak Pejanji yang satu lagi itu.

PERKARA 4

KEBENARAN PENGENDALIAN

1. Setiap Pihak Pejanji hendaklah mempunyai hak untuk menetapkan secara bertulis kepada Pihak Pejanji yang satu lagi suatu perkhidmatan penerbangan bagi maksud mengendalikan perkhidmatan yang dipersetujui mengikut laluan yang dinyatakan.

2. Apabila penetapan itu diterima, Pihak Pejanji yang satu lagi hendaklah, tertakluk kepada peruntukan perenggan (3) dan (4) Perkara ini, tanpa kelengahan memberi kepada perkhidmatan penerbangan ditetapkan itu kebenaran pengendalian yang bersesuaian.

3. Pihak berkuasa penerbangan satu Pihak Pejanji boleh menghendaki sesuatu perkhidmatan penerbangan yang ditetapkan oleh Pihak Pejanji yang satu lagi untuk memuaskan hati mereka bahawa perkhidmatan penerbangan itu berkelayakan untuk memenuhi syarat yang ditetapkan di bawah undang-undang dan peraturan-peraturan yang biasanya dan semunasabahnya dipakai oleh mereka dalam menepati peruntukan Konvensyen mengenai pengendalian perkhidmatan udara komersil antarabangsa.

4. Setiap Pihak Pejanji hendaklah mempunyai hak untuk enggan menerima penetapan sesuatu perkhidmatan penerbangan dan untuk menahan atau membatalkan pemberian kepada sesuatu perkhidmatan penerbangan keistimewaan yang dinyatakan dalam perenggan (2) Perkara 3 Perjanjian ini atau untuk mengenakan apa-apa syarat sebagaimana yang difikirkannya perlu atas penggunaan keistimewaan itu oleh sesuatu perkhidmatan penerbangan dalam mana-mana kes di mana Pihak Pejanji itu tidak berpuas hati bahawa

(a) dalam hal Malaysia, pemunyaan substansial dan kawalan berkesan bagi perkhidmatan penerbangan itu adalah terletakhak pada Malaysia atau rakyatnya;

(b) dalam hal Macau, perkhidmatan penerbangan itu diperbadankan dan mempunyai tempat perniagaan utamanya di Macau.

5. Pada bila-bila masa selepas peruntukan perenggan (1) dan (2) Perkara ini dipatuhi, sesuatu perkhidmatan penerbangan yang ditetapkan dan dibenarkan sedemikian boleh mula mengendalikan perkhidmatan yang dipersetujui dengan syarat bahawa suatu tarif yang diwujudkan mengikut peruntukan Perkara 9 Perjanjian ini adalah berkuatkuasa berkenaan dengan perkhidmatan itu.

6. Setiap Pihak Pejanji hendaklah mempunyai hak untuk menggantung penggunaan keistimewaan yang dinyatakan dalam perenggan (2) Perkara 3 Perjanjian ini oleh sesuatu perkhidmatan penerbangan atau untuk mengenakan apa-apa syarat yang difikirkannya perlu bagi penggunaan keistimewaan itu oleh sesuatu

perkhidmatan penerbangan dalam mana-mana kes di mana perkhidmatan penerbangan itu gagal mematuhi undang-undang atau peraturan-peraturan Pihak Pejanji yang memberikan keistimewaan itu atau selainnya gagal mengendalikan mengikut syarat yang ditetapkan dalam Perjanjian ini dengan syarat bahawa, melainkan jika penggantungan atau pengenaan serta-merta syarat adalah perlu untuk mengelakkan pelanggaran lanjut undang-undang atau peraturan-peraturan, hak ini hendaklah digunakan hanya selepas urusbicara dengan Pihak Pejanji yang satu lagi.

PERKARA 5

DUTI KASTAM

1. Pesawat udara yang dikendalikan dalam perkhidmatan antarabangsa oleh perkhidmatan penerbangan ditetapkan kepunyaan salah satu Pihak Pejanji, serta kelengkapan biasanya, alat-alat ganti, bekalan bahan api dan pelincir dan barang simpanan pesawat udara (termasuk makanan, minuman dan tembakau) yang ada di atas pesawat udara itu hendaklah terkecuali daripada semua duti kastam, fee pemeriksaan dan duti atau cukai lain setibanya di kawasan Pihak Pejanji yang satu lagi, dengan syarat bahawa kelengkapan dan bekalan itu terus berada di atas pesawat udara sehingga masa ia dieksport semula.

2. Bekalan bahan api, pelincir, alat-alat ganti, kelengkapan biasa dan barang simpanan pesawat udara yang dibawa masuk ke dalam kawasan satu Pihak Pejanji oleh atau bagi pihak perkhidmatan penerbangan ditetapkan kepunyaan Pihak Pejanji yang satu lagi atau yang di bawa naik ke atas pesawat udara yang dikendalikan oleh perkhidmatan penerbangan ditetapkan itu dan dimaksudkan semata-mata untuk kegunaan semasa pengendalian perkhidmatan antarabangsa hendaklah terkecuali daripada semua duti dan caj, termasuk duti kastam dan fee pemeriksaan yang dikenakan dalam kawasan Pihak Pejanji yang pertama itu, walaupun bekalan itu hendak digunakan dalam bahagian perjalanan yang dilakukan melintasi kawasan Pihak Pejanji di mana ia dibawa naik

ke atas pesawat udara. Bahan-bahan yang disebut di atas boleh dikehendaki diletakkan di bawah pengawasan atau kawalan kastam.

3. Kelengkapan biasa bawaan udara, alat-alat ganti, barang simpanan pesawat udara dan bekalan bahan api dan pelincir yang ada di atas pesawat udara kepunyaan salah satu Pihak Pejanji boleh diturunkan dalam kawasan Pihak Pejanji yang satu lagi itu hanya dengan kelulusan pihak berkuasa kastam Pihak Pejanji itu, yang boleh menghendaki supaya bahan-bahan itu diletakkan di bawah pengawasan mereka sehingga masa ia dieksport semula atau selainnya dilupuskan mengikut peraturan-peraturan kastam.

4. Bahan api, pelincir, alat-alat ganti, kelengkapan biasa pesawat udara dan barang simpanan biasa pesawat udara yang dibawa naik ke dalam pesawat udara satu Pihak Pejanji dalam kawasan Pihak Pejanji yang satu lagi dan digunakan semata-mata dalam penerbangan antara dua tempat dalam kawasan Pihak Pejanji yang disebut kemudian itu hendaklah berkenaan dengan duti kastam, fee pemeriksaan dan lain-lain duti atau caj seumpama itu, diberi layanan yang tidak kurang baiknya daripada layanan yang diberikan kepada perkhidmatan penerbangan kebangsaan kepunyaan Pihak Pejanji itu.

PERKARA 6

AKTIVITI KOMERSIL

1. Tertakluk kepada peruntukan undang-undang dan peraturan-peraturan yang berkuatkuasa dalam kawasan setiap Pihak Pejanji, sesuatu perkhidmatan penerbangan yang ditetapkan oleh satu Pihak Pejanji mengikut Perkara 4 adalah berhak untuk mengadakan dan mengekalkan kakitangan pengurusan, teknik dan komersil yang diperlukan bagi pengendalian perkhidmatan udara mengikut Tambahan kepada Perjanjian ini dan untuk mengadakan dan mengendalikan pejabat dalam kawasan Pihak Pejanji yang satu lagi.

2. Setiap Pihak Pejanji memberi kepada perkhidmatan penerbangan ditetapkan kepunyaan Pihak Pejanji yang satu lagi hak untuk terlibat dalam penjualan pengangkutan udara dalam kawasannya

secara langsung dan, menurut budi bicara perkhidmatan penerbangan itu, melalui ejennya. Setiap perkhidmatan penerbangan hendaklah mempunyai hak untuk menjual pengangkutan sedemikian, dan mana-mana orang hendaklah bebas membeli pengangkutan sedemikian dalam mata wang kawasan itu atau, tertakluk kepada undang-undang dan peraturan-peraturan Pihak-Pihak Pejanji, dalam mata wang yang boleh ditukar dengan mudahnya.

PERKARA 7

UNDANG-UNDANG DAN PERATURAN-PERATURAN MENGENAI KEMASUKAN DAN BERLEPAS

1. Undang-undang dan peraturan-peraturan satu Pihak Pejanji yang menguasai kemasukan dan berlepas dari kawasannya akan pesawat udara yang terlibat dalam navigasi udara antarabangsa atau penerbangan pesawat udara sedemikian melintasi wilayah itu hendaklah terpakai bagi perkhidmatan penerbangan ditetapkan kepunyaan Pihak Pejanji yang satu lagi.

2. Undang-undang dan peraturan-peraturan satu Pihak Pejanji yang menguasai kemasukan ke dalam, persinggahan dalam, dan berlepas dari kawasannya akan penumpang, anak kapal, kargo atau mel, seperti formaliti mengenai kemasukan, keluar, emigresen dan imigresen, serta kastam dan langkah kebersihan hendaklah terpakai bagi penumpang, anak kapal, kargo atau mel yang dibawa oleh pesawat udara perkhidmatan penerbangan ditetapkan kepunyaan Pihak Pejanji yang satu lagi semasa ia berada dalam kawasan tersebut.

3. Kedua-dua Pihak Pejanji tidak boleh memberikan apa-apa keutamaan kepada perkhidmatan penerbangannya kepunyaannya berhubungan dengan perkhidmatan penerbangan ditetapkan kepunyaan Pihak Pejanji yang satu lagi dalam pemakaian undang-undang dan peraturan-peraturan yang disebutkan dalam perenggan (1) dan (2) Perkara ini.

PERKARA 8

PERUNTUKAN DAYA MUATAN

1. Maka hendaklah ada peluang yang adil dan saksama bagi perkhidmatan penerbangan ditetapkan kepunyaan kedua-dua Pihak

Pejanji untuk mengendalikan perkhidmatan yang dipersetujui mengikut laluan yang dinyatakan antara wilayah mereka masing-masing.

2. Dalam mengendalikan perkhidmatan yang dipersetujui, perkhidmatan penerbangan ditetapkan kepunyaan setiap Pihak Pejanji hendaklah mengambil kira kepentingan perkhidmatan penerbangan ditetapkan kepunyaan Pihak Pejanji yang satu lagi supaya tidak menyentuh secara tak wajar perkhidmatan yang diadakan oleh perkhidmatan penerbangan yang disebut kemudian itu mengikut keseluruhan atau sebahagian daripada laluan yang sama.

3. Perkhidmatan yang dipersetujui yang diadakan oleh perkhidmatan penerbangan ditetapkan kepunyaan Pihak-Pihak Pejanji hendaklah mempunyai hubungan rapat dengan keperluan awam bagi pengangkutan mengikut laluan yang dinyatakan dan hendaklah mempunyai sebagai matlamat utamanya peruntukan, pada faktor muatan yang munasabah, daya muatan yang cukup untuk membawa keperluan semasa dan yang semunasabahnya dijangkakan bagi mengangkut penumpang, kargo dan mel yang bermula dari atau yang destinasinya ialah kawasan Pihak Pejanji yang telah menetapkan perkhidmatan penerbangan itu. Peruntukan bagi membawa penumpang, kargo dan mel yang di bawa naik dan diturunkan kedua-duanya di tempat-tempat mengikut laluan yang ditetapkan dalam kawasan Pihak-Pihak bukan Pejanji yang lain daripada Pihak yang menetapkan perkhidmatan penerbangan itu hendaklah dibuat mengikut prinsip am bahawa daya muatan hendaklah berhubungan dengan:

(a) keperluan trafik ke dan dari wilayah Pihak Pejanji yang menetapkan perkhidmatan penerbangan itu;

(b) keperluan trafik bagi kawasan yang dilalui oleh perkhidmatan penerbangan itu setelah mengambil kira perkhidmatan pengangkutan lain yang diwujudkan oleh perkhidmatan penerbangan Negara yang termasuk dalam kawasan itu; dan

(c) keperluan pengendalian perkhidmatan penerbangan lalu terus.

4. Pihak berkuasa penerbangan Pihak-Pihak Pejanji hendaklah dari semasa ke semasa menentukan secara bersama pemakaian praktikal prinsip yang terkandung dalam perenggan yang terdahulu Perkara ini bagi pengendalian perkhidmatan yang dipersetujui oleh perkhidmatan penerbangan ditetapkan.

PERKARA 9

TARIF

1. Istilah "tarif" ertinya:

(a) tambang yang dikenakan oleh sesuatu perkhidmatan penerbangan untuk membawa penumpang dan bagasi mereka dalam perkhidmatan udara berjadual dan caj serta syarat bagi perkhidmatan yang bersampingan dengan pengangkutan itu;

(b) kadar tambang muatan yang dikenakan oleh sesuatu perkhidmatan penerbangan untuk membawa kargo (tidak termasuk mel) dalam perkhidmatan udara berjadual;

(c) syarat-syarat yang menguasai sedia adanya atau kebolehpakaian apa-apa tambang atau kadar tambang muatan sedemikian termasuk apa-apa faedah yang ada padanya; dan

(d) kadar komisen yang dibayar oleh sesuatu perkhidmatan penerbangan kepada seseorang ejen berkenaan dengan tiket yang dijual atau bil perjalanan udara yang dipenuhi oleh ejen itu untuk pengangkutan dalam perkhidmatan udara berjadual.

2. Tarif yang akan dikenakan oleh perkhidmatan penerbangan ditetapkan kepunyaan Pihak-Pihak Pejanji bagi pengangkutan di antara Malaysia dan Macau hendaklah yang diluluskan oleh kedua-

dua pihak berkuasa penerbangan dan hendaklah diwujudkan pada tahap yang munasabah, dengan mengambil kira tentang semua faktor relevan, termasuk kos mengendalikan perkhidmatan yang dipersetujui, kepentingan pengguna, keuntungan munasabah dan tarif perkhidmatan penerbangan lain yang mengendalikan keseluruhan atau sebahagian laluan yang sama.

3. Mana-mana perkhidmatan penerbangan ditetapkan boleh berbincang bersama mengenai cadangan tarif, tetapi tidaklah dikehendaki berbuat demikian sebelum memfailkan tarif yang dicadangkan. Pihak-pihak berkuasa penerbangan setiap Pihak Pejanji tidak boleh menerima sesuatu pemfailan melainkan jika perkhidmatan penerbangan ditetapkan yang membuat pemfailan itu memberikan pengakuan bahawa ia telah memaklumkan perkhidmatan penerbangan ditetapkan yang satu lagi tentang tarif yang dicadangkan itu.

4. Apa-apa tarif yang dicadangkan bagi pengangkutan di antara Malaysia dan Macau hendaklah difailkan dengan pihak berkuasa penerbangan kedua-dua Pihak Pejanji dalam bentuk yang pihak berkuasa penerbangan itu boleh menghendaki diberitahu secara berasingan butir-butir yang disebutkan dalam perenggan (1) Perkara ini. Ia hendaklah difailkan tidak kurang daripada 60 hari (melainkan jika kelulusan terlebih dahulu diperolehi dari pihak berkuasa penerbangan berkenaan bagi pemfailan dalam tempoh yang lebih singkat) sebelum tarikh kuatkuasa yang dicadangkan. Tarif yang dicadangkan hendaklah dianggap telah difailkan dengan satu Pihak Pejanji pada tarikh ia diterima oleh pihak berkuasa penerbangan Pihak Pejanji itu. Setiap perkhidmatan penerbangan ditetapkan tidaklah bertanggungjawab kepada mana-mana pihak berkuasa penerbangan selain daripada kepunyaannya untuk mewajarkan tarif yang dicadangkan sedemikian kecuali di mana sesuatu tarif telah difailkan secara satu pihak.

5. Apa-apa tarif yang dicadangkan boleh diluluskan oleh pihak berkuasa penerbangan salah satu Pihak Pejanji pada bila-bila masa dengan syarat ia telah difailkan mengikut perenggan (4) Perkara ini.

6. Jika sesuatu tarif tidak diluluskan mengikut peruntukan perenggan (5) Perkara ini, pihak berkuasa penerbangan salah satu Pihak Pejanji boleh meminta urusbicara yang hendaklah diadakan dalam masa 30 hari dari tarikh permintaan itu, atau selainnya dipersetujui oleh kedua-dua pihak berkuasa penerbangan.

7. Jika sesuatu tarif belum diluluskan oleh salah satu pihak berkuasa penerbangan mengikut perenggan (5) Perkara ini, dan pihak berkuasa penerbangan itu telah tidak dapat bersetuju setelah urusbicara diadakan mengikut perenggan (6) Perkara ini, pertikaian itu bolehlah diselesaikan mengikut peruntukan Perkara 15 Perjanjian ini. Walau bagaimanapun, dalam apa-apa hal keadaan sekalipun, suatu Pihak Pejanji tidak boleh menghendaki sesuatu tarif yang berbeza daripada tarif perkhidmatan penerbangan ditetapkan kepunyannya bagi perkhidmatan yang setanding di antara tempat-tempat yang sama.

8. Sesuatu tarif yang diwujudkan mengikut peruntukan Perkara ini hendaklah terus berkuatkuasa sehingga suatu tarif pengganti diwujudkan.

9. Tarif yang dikenakan oleh perkhidmatan penerbangan ditetapkan kepunyaan Pihak Pejanji untuk pengangkutan di antara kawasan Pihak Pejanji yang satu lagi dan kawasan suatu pihak bukan Pejanji hendaklah tertakluk kepada kelulusan Pihak Pejanji yang satu lagi dan pihak bukan Pejanji itu, dengan syarat, bagaimanapun, bahawa satu Pihak Pejanji tidak boleh menghendaki suatu tarif yang berbeza daripada tarif perkhidmatan penerbangan kepunyaannya bagi perkhidmatan yang setanding di antara tempat-tempat yang sama. Perkhidmatan penerbangan ditetapkan kepunyaan setiap Pihak Pejanji hendaklah memfailkan tarif itu dengan Pihak Pejanji yang satu lagi, mengikut kehendak-kehendaknya. Kelulusan tarif itu boleh ditarik balik dengan notis yang tidak kurang daripada 30 hari, dengan syarat bagaimanapun, bahawa satu Pihak Pejanji yang menarik balik kelulusan itu hendaklah membenarkan perkhidmatan penerbangan ditetapkan berkenaan untuk memohon tarif yang sama dengan perkhidmatan penerbagan kepunyaannya bagi perkhidmatan yang setanding di antara tempat-tempat yang sama.

PERKARA 10

CAJ PENGGUNA

Kedua-dua Pihak Pejanji tidak boleh mengenakan atau membenarkan untuk dikenakan ke atas sesuatu perkhidmatan penerbangan ditetapkan kepunyaan Pihak Pejanji yang satu lagi caj pengguna yang lebih tinggi daripada yang dikenakan ke atas perkhidmatan penerbangan ditetapkan kepunyaannya yang mengendalikan perkhidmatan udara antarabangsa yang seumpamanya.

PERKARA 11

KESELAMATAN PENERBANGAN

1. Pihak-Pihak Pejanji berikrar semula bahawa obligasi mereka kepada satu sama lain untuk melindungi keselamatan penerbangan awam terhadap perbuatan gangguan yang menyalahi undang-undang menjadi suatu bahagian integral dalam Perjanjian ini. Pihak-Pihak Pejanji hendaklah khususnya bertindak bertepatan dengan peruntukan Konvensyen mengenai Kesalahan-Kesalahan dan Perbuatan-Perbuatan Tertentu Lain Yang Dilakukan dalam Pesawat Udara, yang ditandatangani di Tokyo pada 14 September 1963, Konvensyen untuk Membanteras Perampasan Pesawat Udara Yang Menyalahi Undang-Undang, yang ditandatangani di The Hague pada 16 Disember 1970 dan Konvensyen untuk Membanteras Perbuatan-Perbuatan Yang Menyalahi Undang-Undang Terhadap Keselamatan Penerbangan Awam, yang ditandatangani di Montreal pada 23 September 1971.

2. Pihak-Pihak Pejanji hendaklah apabila diminta memberikan segala bantuan yang perlu kepada satu sama lain untuk mencegah perbuatan perampasan pesawat udara awam dengan menyalahi undang-undang dan perbuatan menyalahi undang-undang yang lain terhadap keselamatan pesawat udara sedemikian, penumpang dan anak kapalnya, lapangan terbang dan kemudahan navigasi udara, dan apa-apa ancaman lain kepada keselamatan penerbangan awam.

3. Pihak-Pihak Pejanji hendaklah, dalam hubungan bersaling mereka, bertindak bertepatan dengan peruntukan keselamatan

penerbangan yang diwujudkan oleh Pertubuhan Penerbangan Awam Antarabangsa dan ditetapkan sebagai Tambahan-Tambahan kepada Konvensyen setakat yang peruntukan keselamatan itu terpakai bagi Pihak-Pihak Pejanji; setiap Pihak Pejanji hendaklah menghendaki supaya pengendali pesawat udara yang berdaftar dengannya atau pengendali yang mempunyai tempat utama perniagaan mereka atau yang bermastautin tetap dalam wilayah mereka dan pengendali lapangan terbang dalam wilayah mereka bertindak bertepatan dengan peruntukan keselamatan penerbangan itu.

4. Setiap Pihak Pejanji bersetuju untuk mematuhi peruntukan keselamatan yang dikehendaki oleh Pihak Pejanji yang satu lagi untuk masuk ke dalam kawasan Pihak Pejanji yang satu lagi dan untuk mengambil langkah yang secukupnya untuk melindungi pesawat udara dan untuk memeriksa penumpang, anak kapal, barang-barang mereka yang dibawa sendiri serta juga kargo dan barang simpanan pesawat udara sebelum dan semasa menaiki atau dimuatkan ke dalam pesawat udara. Setiap Pihak Pejanji hendaklah juga memberikan pertimbangan yang positif kepada apa-apa permintaan daripada Pihak Pejanji yang satu lagi bagi langkah-langkah keselamatan khas untuk berhadapan dengan sesuatu ancaman tertentu kepada penerbangan awam.

5. Apabila berlaku sesuatu insiden atau ancaman insiden perampasan pesawat udara yang menyalahi undang-undang atau perbuatan menyalahi undang-undang yang lain terhadap keselamatan penumpang, anak kapal, pesawat udara, lapangan terbang dan kemudahan navigasi udara, maka Pihak-Pihak Pejanji hendaklah membantu satu sama lain dengan mempermudahkan perhubungan dan langkah lain yang sesuai bertujuan menamatkan insiden atau ancaman insiden itu dengan segera dan dengan risiko yang minimum terhadap nyawa.

PERKARA 12

PEMINDAHAN WANG

Setiap Pihak Pejanji hendaklah memberikan kepada perkhidmatan penerbangan ditetapkan kepunyaan Pihak Pejanji yang satu lagi hak untuk meremitkan kepada ibu pejabatnya wang yang berlebihan

daripada perbelanjaan yang diperolehi dalam kawasan Pihak Pejanji pertama. Prosedur bagi peremitan itu, bagaimanapun, hendaklah mengikut peraturan-peraturan pertukaran asing Pihak Pejanji yang dalam kawasannya hasil itu terakru.

PERKARA 13

MAKLUMAT DAN STATISTIK

Pihak berkuasa penerbangan salah satu Pihak Pejanji hendaklah membekalkan kepada pihak berkuasa penerbangan kepunyaan Pihak Pejanji yang satu lagi apabila diminta oleh mereka apa-apa penyata statistik berkala atau penyata statistik lain yang semunsabahnya diperlukan bagi maksud mengkaji semula daya muatan dalam perkhidmatan yang dipersetujui oleh perkhidmatan penerbangan ditetapkan kepunyaan Pihak Pejanji pertama. Penyata sedemikian hendaklah meliputi semua maklumat yang dikehendaki untuk menentukan amaun trafik yang dibawa oleh perkhidmatan penerbangan ditetapkan itu dalam perkhidmatan yang dipersetujui.

PERKARA 14

URUSBICARA

Salah satu Pihak Pejanji boleh pada bila-bila masa meminta urusbicara mengenai apa-apa perkara yang berhubungan dengan Perjanjian ini. Urusbicara itu hendaklah bermula dalam tempoh enam puluh hari dari tarikh Pihak Pejanji yang satu lagi menerima permintaan itu, melainkan jika dipesetujui selainnya oleh Pihak-Pihak Pejanji.

PERKARA 15

PENYELESAIAN PERTIKAIAN

1. Jika apa-apa pertikaian di antara Pihak-Pihak Pejanji berbangkit berkaitan dengan tafsiran atau pelaksanaan Perjanjian ini, Pihak-Pihak Pejanji hendaklah untuk kali pertama cuba menyelesaikannya.

2. Jika Pihak-Pihak Pejanji gagal untuk mencapai satu penyelesaian pertikaian itu melalui rundingan, ia bolehlah

dirujuk oleh mereka kepada satu orang atau badan yang mereka persetujui atau, atas permintaan suatu Pihak Pejanji, hendaklah dikemukakan untuk keputusan kepada satu tribunal tiga penimbangtara yang hendaklah dibentuk seperti berikut:

(a) dalam masa 30 hari selepas penerimaan permintaan untuk timbangtara, setiap Pihak Pejanji hendaklah melantik seorang penimbangtara. Seorang rakyat suatu Negara yang boleh dianggap tidak berpihak dalam pertikaian itu, yang hendaklah menjadi Presiden tribunal itu, hendaklah dilantik sebagai penimbangtara ketiga dengan persetujuan di antara kedua-dua penimbangtara dalam masa 60 hari setelah perlantikan yang kedua;

(b) jika dalam tempoh masa ditetapkan di atas mana-mana perlantikan tidak dibuat, suatu Pihak Pejanji boleh meminta Presiden Majlis Pertubuhan Penerbangan Awam Antarabangsa untuk membuat perlantikan yang perlu dalam masa 30 hari. Sekiranya Presiden berpendapat beliau ialah rakyat satu Negeri yang tidak boleh dianggap tidak berpihak dalam hal pertikaian itu, Naib Presiden yang paling kanan yang tidak hilang kelayakannya atas siasatan itu hendaklah membuat perlantikan itu.

3. Kecuali sebagaimana yang diperuntukkan dalam Perkara ini atau dipersetujui selainnya oleh Pihak-Pihak Pejanji, tribunal timbangtara hendaklah menentukan had-had bidang kuasanya dan menetapkan prosedurnya sendiri. Atas arahan tribunal, atau atas permintaan suatu Pihak Pejanji, suatu persidangan untuk menentukan isu-isu yang tepat untuk ditimbangtarakan dan prosedur-prosedur khusus yang mesti diikuti hendaklah diadakan tidak lewat daripada 30 hari dari masa tribunal itu dibentuk.

4. Kecuali sebagaimana yang dipersetujui selainnya oleh Pihak-Pihak Pejanji atau ditetapkan oleh tribunal, setiap Pihak Pejanji hendaklah mengemukakan suatu memorandum dalam masa 45 hari dari

masa tribunal itu dibentuk sepenuhnya. Jawapan-jawapan hendaklah genap masa 60 dari kemudiannya. Tribunal hendaklah mengadakan suatu pendengaran atas permintaan mana-mana Pihak Pejanji, atau menurut budi bicaranya, dalam masa 30 hari selepas jawapan-jawapan genap masa.

5. Tribunal hendaklah cuba untuk menyerahkan keputusan bertulis dalam masa 30 hari selepas penyelesaian pendengaran itu atau, jika pendengaran tidak diadakan, selepas tarikh kedua-dua jawapan telah dikemukakan. Keputusan hendaklah diambil melalui undi majoriti.

6. Suatu Pihak Pejanji boleh mengemukakan permintaan bagi penjelasan keputusan itu dalam masa 15 hari dari masa ia diberikan dan apa-apa penjelasan yang diberikan hendaklah dikeluarkan dalam masa 15 hari dari masa permintaan itu.

7. Keputusan tribunal hendaklah mengikat Pihak-Pihak Pejanji.

8. Setiap Pihak Pejanji hendaklah, selaras dengan undang-undang negaranya, melaksanakan dengan sepenuhnya apa-apa keputusan atau award tribunal timbangtara itu. Setiap Pihak Pejanji hendaklah menanggung perbelanjaan penimbangtara yang dilantik olehnya. Perbelanjaan-perbelanjaan lain tribunal timbangtara itu hendaklah dikongsi sama rata oleh Pihak-Pihak Pejanji termasuk apa-apa perbelanjaan yang dilakukan oleh Presiden atau Naib Presiden Majlis Pertubuhan Penerbangan Awam Antarabangsa dalam melaksanakan prosedur-prosedur perenggan 2(b) Perkara ini.

PERKARA 16

PENGUBAHSUAIAN

1. Jika salah satu Pihak Pejanji berpendapat adalah wajar untuk mengubahsuai mana-mana peruntukan Perjanjian ini, ia boleh pada bila-bila masa meminta urusbicara dengan Pihak Pejanji yang satu lagi. Urusbicara itu hendaklah bermula dalam tempoh enam puluh hari dari tarikh penerimaan pemintaan itu.

2. Apa-apa yang ubahsuaian kepada Perjanjian ini jika dipersetujui di antara Pihak-Pihak Pejanji hendaklah mula berkuatkuasa selepas disahkan melalui surat-menyurat melalui saluran yang bersesuaian.

PERKARA 17

PENAMATAN

Salah satu Pihak Pejanji boleh pada bila-bila masa memberikan notis kepada Pihak Pejanji yang satu lagi jika ia berhasrat untuk menamatkan Perjanjian ini. Notis itu hendaklah dihantar serentak kepada Pertubuhan Penerbangan Awam Antarabangsa. Jika notis sedemikian diberikan, Perjanjian ini hendaklah tamat dua belas bulan selepas tarikh penerimaan notis itu oleh Pihak Pejanji yang satu lagi, melainkan jika notis penamatan ditarik balik secara persetujuan sebelum tamat tempoh ini. Sekiranya tiada akuan penerimaan oleh Pihak Pejanji yang satu lagi, notis hendaklah disifatkan telah diterima empat belas hari selepas penerimaan notis oleh Pertubuhan Penerbangan Awam Antarabangsa.

PERKARA 18

PENDAFTARAN

Perjanjian ini dan apa-apa pertukaran surat-menyurat mengikut Perkara 16 dan 17 hendaklah didaftarkan dengan Pertubuhan Penerbangan Awam Antarabangsa.

PERKARA 19

TAJUK

Tajuk adalah dimasukkan dalam Perjanjian ini di kepala setiap Perkara bagi maksud rujukan dan kemudahan dan tidak dengan apa jua cara mentakrif, menghadkan atau memperihalkan skop atau maksud Perjanjian ini.

PERKARA 20

MULA BERKUATKUASA

Perjanjian ini hendaklah mula berkuatkuasa apabila Pihak-Pihak Pejanji telah memaklumkan satu sama lain dengan bertulis bahawa prosedur yang perlu telah dipenuhi.

PADA MENYAKSIKAN HAL DI ATAS, wakil-wakil plenipotensiari yang bertandatangan di bawah ini yang diberikuasa dengan sewajarnya oleh Kerajaan mereka masing-masing, telah menandatangani Perjanjian ini.

Dibuat dalam dua salinan pada 31 haribulan Oktober 1995, di Kuala Lumpur dalam bahasa Melayu, bahasa Portugis, bahasa China dan bahasa Inggeris keempat-empat teks sama sahihnya. Jika terdapat apa-apa ketakkonsistenan, teks bahasa Inggeris hendaklah mengatasi.

(VASCO ROCHA VIEIRA)	(DATO SERI DR. LING LIONG SIK)
Bagi Pihak Kerajaan Macau	Bagi Pihak Kerajaan Malaysia

TAMBAHAN

JADUAL 1

Laluan yang akan dikendalikan oleh perkhidmatan penerbangan ditetapkan kepunyaan Malaysia:

Ruang 1	Ruang 2	Ruang 3	Ruang 4
Tempat Berlepas	Tempat Perantaraan	Tempat Di Macau	Tempat Di luar
Tempat di Malaysia	suatu tempat yang akan dinyatakan	Macau	Dua tempat yang akan dinyatakan

Tiada tempat di tanah besar China, Taiwan dan Hong Kong boleh digunakan sama ada sebagai tempat perantaraan atau tempat di luar.

JADUAL II

Laluan yang akan dikendalikan oleh perkhidmatan penerbangan ditetapkan kepunyaan Macau

Ruang 1	Ruang 2	Ruang 3	Ruang 4
Tempat Berlepas	Tempat Perantaraan	Tempat Di Malaysia	Tempat Di luar
Tempat di Macau	suatu tempat yang akan dinyatakan	Kuala Lumpur Pulau Pinang	Dua tempat yang akan dinyatakan

NOTA

1. *Perkhidmatan penerbangan ditetapkan atau perkhidmatan penerbangan kepunyaan kedua-dua Pihak Pejanji boleh dalam mana-mana atau semua penerbangan tidak singgah di mana-mana tempat tersebut di atas dengan syarat bahawa penerbangan ini bermula atau berakhir dalam kawasan Pihak Pejanji yang menetapkan perkhidmatan penerbangan itu.*

2. *Pengendalian berkesan, kekerapan dan penggunaan Hak Trafik yang diberikan untuk perkhidmatan penerbangan ditetapkan kepunyaan kedua-dua Pihak Pejanji hendaklah dipersetujui di antara pihak berkuasa penerbangan kedua-dua Pihak Pejanji.*