

**Agreement**

**Between**

**the Government of New Zealand**

**and**

**the Government of the Republic of the Philippines**

**on**

**Air Services**

The Government of New Zealand and the Government of the Republic of the Philippines (hereinafter referred to as "the Contracting Parties");

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

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

Desiring to ensure the highest degree of safety and security in international air transport;

Have agreed as follows:

*Article 1*  
*Definitions*

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

(a) the term "aeronautical authorities" means, in the case of the Republic of the Philippines, the Civil Aeronautics Board and other agencies performing civil aviation-related functions and in the case of New Zealand, the Minister responsible for the subject of Civil Aviation or, in both cases, any other authority or person empowered to perform, the functions now exercised by the said authorities;

(b) the term "agreed services" means scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers, cargo and mail, separately or in combination;

(c) the term "Agreement" means this Agreement, its Annex, and any amendments thereto;

(d) the term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or of the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted or ratified by both Contracting Parties;

(e) the term "designated airline" means an airline which has been designated and authorised in accordance with Article 3 of this Agreement to provide air services on the routes specified in the Annex thereto;

(f) the term "tariffs" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, but excluding remuneration and conditions for the carriage of mail;

(g) the term "air services", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention; and

(h) the term "territory", in respect of the Philippines, means the territory as defined in Article 1 of the 1987 Constitution of the Republic of the Philippines, and, in respect of New Zealand, has the meaning assigned to it in Article 2 of the Convention, provided that the term "territory" shall exclude Tokelau.

*Article 2*  
*Grant of Rights*

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

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

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

(c) to make stops in the said territory for the purpose of taking up and discharging, while serving the routes specified in the Annex,

international traffic in passengers, cargo and mail, separately or in combination.

2. Nothing in paragraph 1 of this Article shall be deemed to confer on a designated airline of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

### *Article 3*

#### *Designation and Authorisation*

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

2. On receipt of such designation and subject to the provisions of Article 4 of this Agreement, the aeronautical authorities of the other Contracting Party shall grant without delay to the airline or airlines so designated the appropriate authorisations to commence the agreed services for which that airline has been designated.

3. Upon receipt of such authorisations the airline may begin at any time to conduct the agreed services, in whole or in part provided that the airline complies with the applicable provisions of this Agreement, in particular, that tariffs are established in accordance with the provisions of Article 10 of this Agreement.

*Article 4*

*Revocation and Limitation of Authorization*

1. The aeronautical authorities of each Contracting Party shall have the right to withhold the authorisations referred to in Article 3 of this Agreement with respect to an airline designated by the other Contracting Party, to revoke or suspend such authorisations or impose conditions, temporarily or permanently:

(a) in the event that they are not satisfied the airline is incorporated and has its principal place of business in the territory of the Contracting Party designating the airline;

(b) in the event that they are not satisfied effective control of that airline is vested in the Contracting Party designating the airline, nationals of that Contracting Party, or both;

(c) in event of failure by such airline to qualify before the aeronautical authorities of that Contracting Party under the laws, regulations and rules normally and reasonably applied by these authorities in conformity with the Convention; and

(d) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate action is essential to prevent further infringement of the laws, regulations and rules referred to above, the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party in conformity with Article 14 of this Agreement.

*Article 5*

*Application of Laws, Regulations and Rules*

1. The laws, regulations, rules and procedures of one Contracting Party relating to the admission to, remaining in, or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft shall be complied with by the airline or airlines of the other Contracting Party upon entrance into, departure from and while within the said territory.

2. While entering, within, or leaving the territory of one Contracting Party, its laws, regulations and rules relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers, crew or cargo of the airlines of the other Contracting Party.

3. Neither of the Contracting Parties shall give preference to its own or any other airline over an airline of the other Contracting Party engaged in similar international air services in the application of its customs, immigration, quarantine and similar regulations.

4. Passengers, baggage and cargo in direct transit through the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall be subject to no more than a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

*Article 6*

*Safety Standards, Certificates and Licences*

1. Certificates of airworthiness, certificates of competency and licences, issued or rendered valid by the aeronautical authorities of one Contracting Party and still in force, shall be recognised as valid by the aeronautical authorities of the other Contracting Party for the purpose of operating the agreed services provided that such certificates or licences were issued or rendered valid pursuant to, and in conformity with, as a minimum, the standards established under the Convention. The aeronautical authorities of each Contracting Party reserve the right, however, to refuse to recognise, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

2. If the privileges or conditions of the licences or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Contracting Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the minimum standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the other Contracting Party may request consultations between the aeronautical authorities in conformity with Article 14 of this Agreement with a view to clarifying the practice in question.

3. Consultations concerning the safety standards and requirements maintained and administered by the aeronautical authorities of the other Contracting Party relating to aeronautical facilities, crew members, aircraft, and operation of the designated airlines shall be held within fifteen (15) days of receipt of a request from either Contracting Party, or such other period as may be mutually determined. If, following such consultations,



the aeronautical authorities of one Contracting Party find that the aeronautical authorities of the other Contracting Party do not effectively maintain and administer safety standards and requirements in these areas that are at least equal to the minimum standards established pursuant to the Convention, the aeronautical authorities of the other Contracting Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards. Failure to take appropriate corrective action within fifteen (15) days, or such other period as may be accepted by the aeronautical authorities of the Contracting Party that made the findings, shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorisations of the airlines designated by the other Contracting Party.

4. Pursuant to Article 16 of the Convention, each Contracting Party accepts that any aircraft operated by, or, where approved, on behalf of, an airline of one Contracting Party, may, while within the territory of the other Contracting Party, be the subject of an examination by the aeronautical authorities of the other Contracting Party, on board and around the aircraft to verify the validity of the relevant aircraft documents and those of its crew members and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided such ramp inspection does not cause an unreasonable delay in the operation of the aircraft.

5. If the aeronautical authorities of one Contracting Party, after carrying out a ramp inspection, find that:

- (a) an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; and/or

- (b) there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the aeronautical authorities of that Contracting Party may, for the purposes of Article 33 of the Convention and at their discretion, determine that the requirements under which the certificates or licences in respect of that aircraft or its crew members had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention. This same determination may be made in the case of denial of access for ramp inspection.

6. The aeronautical authorities of each Contracting Party shall have the right, without consultation, to withhold, revoke, suspend or impose conditions on the authorisations of an airline of the other Contracting Party in the event the aeronautical authorities of the first Contracting Party conclude that immediate action is essential to the safety of airline operations.

7. Any action by the aeronautical authorities of one Contracting Party in accordance with paragraphs 3 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist.

#### *Article 7* *Aviation Security*

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference

forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provision of the:

- Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963;
- Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970;
- Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971;
- Montreal Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988;
- Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991;

and any other multilateral agreement governing civil aviation security binding upon the Contracting Parties.

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 Organization and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their

principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 above required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, 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 reasonable special security measures to meet a particular threat.

5. Each Contracting Party shall also give sympathetic consideration to a request from the other Contracting Party to enter into reciprocal administrative arrangements whereby the aeronautical authorities of one Contracting Party could make in the territory of the other Contracting Party their own assessment of the security measures being carried out by aircraft operators in respect of flights destined for the territory of the Contracting Party making such a request.

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

7. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Contracting Party may request immediate consultation with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement on the issues involved within 30 days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorization of an airline or airlines of that Contracting Party. When required to do so by an emergency, a Contracting Party may take interim action prior to the expiry of 30 days.

#### *Article 8*

#### *Customs Duties and Other Charges*

1. On arriving in the territory of one Contracting Party, aircraft operated in international air transport by the designated airlines of the other Contracting Party, their regular equipment, ground equipment, fuel, lubricants, consumable technical supplies, spare parts (including engines), aircraft stores (including but not limited to such items of food, beverages and liquor, tobacco and other products destined for sale to or use by passengers in limited quantities during flight), and other items intended for or used solely in connection with the operation or servicing of aircraft engaged in international air transport shall be exempt, on the basis of reciprocity, from all import restrictions, property taxes and capital levies, customs duties, excise taxes, and similar fees and charges that are (1) imposed by the national authorities, and (2) not based on the cost of the services provided, provided that such equipment and supplies remain on board the aircraft.

2. The following shall also be exempt, on the basis of reciprocity, from the taxes, levies, duties, fees and charges referred to in paragraph 1 of this Article, with the exception of charges based on the cost of the service provided:

(a) aircraft stores introduced into or supplied in the territory of a Contracting Party and taken on board, within reasonable limits, for use on outbound aircraft of an airline of the other Contracting Party engaged in international air transport, even when these stores are to be used on a part of the journey performed over the territory of the Contracting Party in which they are taken on board;

(b) ground equipment and spare parts (including engines) introduced into the territory of a Contracting Party for the servicing, maintenance, or repair of aircraft of an airline of the other Contracting Party used in international air transport;

(c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Contracting Party for use in an aircraft of an airline of the other Contracting Party engaged in international air transport, even when these supplies are to be used on a part of the journey performed over the territory of the Contracting Party in which they are taken on board.

3. Equipment and supplies referred to in paragraphs 1 and 2 of this Article may be required to be kept under the supervision or control of the appropriate authorities.

4. The exemptions provided by this Article shall also be available where the designated airlines of one Contracting Party have contracted with another airline, which similarly enjoys such exemptions from the other

Contracting Party, for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraphs 1 and 2 of this Article.

#### *Article 9*

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

1. There shall be fair and equal opportunity and equal capacity entitlement for the designated airlines of both Contracting Parties to conduct the agreed services on the routes specified in the Annex.
2. In conducting the agreed services, the designated airlines of both Contracting Parties shall consider the interests of the designated airline of the other Contracting Party so as not to affect unduly the agreed services of the latter on the whole or part of the same route.
3. The agreed services provided by the designated airlines of the Contracting Parties shall bear a close relationship to the requirements of the public for transportation on the specified routes. They shall have as their primary objective the provision at a reasonable load factor or capacity adequate for the current and reasonably anticipated requirements of true origin and destination traffic between the territories of the Contracting Parties.
4. Provision for the carriage of passengers, cargo and mail both taken up and discharged at points on the specified routes in the territories of third countries, if so agreed by aeronautical authorities of both Contracting Parties, shall be made in accordance with the general principles that capacity shall be related to:

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

(b) traffic requirements of the areas through which the airline passes, local and regional air services being taken into account; and

(c) the requirements of through airline operations.

5. 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 conduct of the agreed services by the designated airlines.

6. The total capacity to be provided on the agreed services by the designated airlines of the Contracting Parties shall be jointly determined in accordance with the above-mentioned principles by the Contracting Parties.

#### *Article 10*

##### *Tariffs*

1. The tariffs applicable between the territories of the two Contracting Parties shall be established at reasonable levels, due regard being paid to all relevant factors including the cost of operation, the interests of users, reasonable profit, class of service and when it is deemed suitable, the tariffs of other airlines operating over whole or part of the routes specified in the Annex.



2. The Contracting Parties shall permit the tariffs referred to in this Article to be developed by the designated airlines individually or, at the option of the airlines, through coordination with each other or with other airlines.

3. The aeronautical authorities of either Contracting Party may require tariffs for an agreed service to be filed for approval (in such form as they may separately require), in which case such filing shall be submitted at least thirty (30) days before the proposed effective date, unless those aeronautical authorities permit the filing to be made on a shorter notice.

4. Where any tariffs are required to be filed, they shall become effective only after their approval, as necessary, by the aeronautical authorities of the Contracting Parties. In the event that the period for submission is reduced, as provided for in paragraph (3) above, the aeronautical authorities of the two Contracting Parties may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.

5. If the aeronautical authorities do not agree on any tariff submitted to them under the provisions of this Article, the dispute may be settled in accordance with the provisions of Article 15 of this Agreement.

6. Where it is proposed that the aeronautical authorities of one or either of the Contracting Parties proposes to intervene in a tariff that has been filed, the primary objectives of such intervention shall be:

(a) prevention of unreasonably discriminatory prices or practices;

(b) protection of consumers from prices that are unreasonably high or restrictive because of the abuse of a dominant position;

(c) protection of airlines from prices to the extent that they are artificially low because of direct or indirect government subsidy; and

(d) protection of airlines from prices that are artificially low, where evidence exists as to an intent of eliminating competition.

7. The tariffs charged by a designated airline of one Contracting Party for carriage between the territory of the other Contracting Party and the territory of a State which is not a Contracting Party shall be subject to the approval of the aeronautical authorities of the other Contracting Party and of such non-Contracting State respectively, provided, however, that the aeronautical authorities of a Contracting Party shall not require a different tariff from the tariff of their own airlines for services between the same points. Subject to the internal laws of the Contracting Parties, a designated airline of either Contracting Party shall file such tariffs with the aeronautical authorities of the other Contracting Party in accordance with their requirements. Approval of such tariffs may be withdrawn on no less than fifteen (15) days' notice provided however, that a Contracting Party shall permit the designated airline concerned to apply the same tariffs as its own airlines for services between the same points.

8. Except for tariffs with a specific period of validity, a tariff established in accordance with the provisions of this Article shall remain in force until the new tariff has been established.

*Article 11*  
*Airline Representatives*

1 The designated airline or airlines of one Contracting Party shall be allowed, on the basis of reciprocity, to bring into and to maintain in the territory of the other Contracting Party their representatives and commercial operational and technical staff as required in connection with the operation of agreed services.

2. These staff requirements may, at the option of the designated airline or airlines of one Contracting Party, be satisfied by its own personnel or by using the services of any other organisation, company or airline operating in the territory of the other Contracting Party, and authorised to perform such services in the territory of that Contracting Party.

3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party, and, consistent with such laws and regulations, each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorisations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article.

*Article 12*  
*Commercial Opportunities and Transfer of Funds*

1. Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, at its discretion, through its agents. Each designated airline shall have the right to sell transportation in freely convertible currencies, and to the same

extent any person shall be free to purchase such transportation in currencies accepted for sale by that airline.

2. Each Contracting Party grants to any designated airline of the other Contracting Party the right of free transfer at the official rate of exchange of the excess of receipts over expenditure earned by that airline in its territory in connection with the carriage of passengers, mail and cargo.

3. In operating or holding out international air transport pursuant to this Agreement, a designated airline of a Contracting Party may enter into code-sharing or leasing arrangements. Code-sharing shall be limited to arrangements with designated airlines of the other Contracting Party.

4. Notwithstanding any other provision of this Agreement, airlines and indirect providers of cargo transport of the Contracting Parties shall be permitted, without restriction, to employ in connection with international air transport any surface transport for cargo to or from any points in the territories of the Contracting Parties or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo in bond under applicable laws and regulations. Access to airport customs processing and facilities shall be provided for such cargo, whether moving by surface or by air. Subject to the internal laws of the Contracting Parties, airlines may elect to perform their own surface transport or to provide it through arrangements with other surface carriers, including surface transport operated by other airlines and indirect providers of cargo air transport. Such intermodal cargo services may be offered at a single, through price for the air and surface transport combined, provided that shippers are not misled as to the facts concerning such transport.

*Article 13*

*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 provided on the agreed services.

*Article 14*

*Consultations*

1. In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and of its Annex, and shall also consult when necessary to provide for modification thereof.

2. Either Contracting Party may request, through diplomatic channels, consultations, which may be through discussion or by correspondence and shall begin within a period of sixty (60) days of receipt of a written request, unless both Contracting Parties agree to an extension of this period.

*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 endeavour to settle it by negotiation.

2. If the Contracting Parties fail to reach a settlement by negotiation they may agree to refer the dispute for decision to some person or body, or either Contracting Party may submit the dispute for decision to a Tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two arbitrators. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. In all cases the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.

3. The Contracting Parties shall comply with any decision given under paragraph 2 of this Article.

#### *Article 16*

#### *Modification of Agreement*

If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may request consultations with the other Contracting Party. Such consultations, which may be through discussion or by correspondence, shall begin within a period of sixty (60) days of receipt of a written request unless both Contracting Parties agree to an extension of this period. Any modifications so agreed shall come into

force when they have been approved through the respective internal procedures of each Contracting Party and have been confirmed by an exchange of diplomatic notes.

*Article 17*  
*Termination*

Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement; such notice shall be communicated simultaneously to the International Civil Aviation Organization. The Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

*Article 18*  
*Registration*

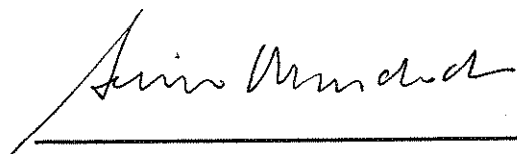
This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

Article 19  
Entry into Force

This Agreement shall enter into force on the date of the exchange of diplomatic notes stating that the respective internal procedures of each Contracting Party have been complied with.

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

Done in duplicate at Singapore on this 20<sup>th</sup> day of November, 2007  
in the English language.



FOR THE GOVERNMENT OF  
NEW ZEALAND



FOR THE GOVERNMENT OF  
THE REPUBLIC OF THE  
PHILIPPINES



*Annex*  
*Route Schedule*

I. Routes for the designated airlines of New Zealand:

Points of Origin	Intermediate Points	Points of Destination	Points Beyond
a) Points in New Zealand	-	Manila	-
b) Points in New Zealand	-	Clark	1 point in China

II. Routes for the designated airlines of the Republic of the Philippines:

Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Points in the Philippines	1 point in SE Asia or Darwin	Auckland or Christchurch	-

Notes:

(a) The designated airline of either Contracting Party may, on any or all flights, omit calling at any of the above points, provided that the service on this route starts and terminates in the territory of that Contracting Party.

(b) The right of the designated airline of either Contracting Party to transport passengers, cargo and mail between the points in the territory of the other Contracting Party and points in the territory of Third Parties shall be discussed and mutually decided upon by the aeronautical authorities of the two Contracting Parties.