

**AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE PEOPLE’S REPUBLIC OF CHINA
AND
THE GOVERNMENT OF THE REPUBLIC OF TUNISIA**

The Government of the People’s Republic of China and the Government of the Republic of Tunisia (hereinafter referred to as “the Contracting Parties”);

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944;

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

Desiring to contribute to the progress of international civil aviation;

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

Have agreed as follows:

**ARTICLE 1
DEFINITIONS**

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

(1) The term “aeronautical authorities” means, in the case of the People’s Republic of China, the General Administration of Civil Aviation of China and, in the case of the Republic of Tunisia, the Minister of Transport, or in both cases any person or body authorized to perform any particular function to which this Agreement relates;

(2) The term “agreed services” means scheduled international air services on the routes specified in the Annex to this Agreement for the transport of passengers, baggage, cargo and mail in accordance with agreed capacity

entitlements, and the term “specified route” means a route specified in the Annex to this Agreement;

(3) The term “Agreement” means this Agreement, its Annex drawn up in application thereof, and any amendments to the Agreement or to the Annex;

(4) The terms “air service”, “international air service”, “airline” and “stop for non-traffic purposes” have the meanings respectively assigned to them in Article 96 of the Convention;

(5) The term “regular equipment” means articles, other than stores and spare parts of a removable nature, for use on board an aircraft during flight, including first aid and survival equipment;

(6) 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 or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time in force for both Contracting Parties; and

any amendment which has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties;

(7) The term “designated airline” means an airline or airlines designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement;

(8) The term “spare parts” means articles of a repair or replacement nature for incorporation in an aircraft, including engines;

(9) The term “tariff” means the prices to be charged for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions of agency and other auxiliary services, but excluding remuneration and conditions for carriage of mail;

(10) The term “territory” in relation to a State means the land areas and territorial waters adjacent and airspace thereabove under the sovereignty of that State.

ARTICLE 2 GRANT OF RIGHTS

(1) Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its designated airline(s) to establish and operate international air services on the routes specified in the Annex.

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

(a) the right to fly across the territory of the other Contracting Party without landing, along the route(s) prescribed by the aeronautical authorities of the other Contracting Party;

(b) the right to make stops in that territory for non-traffic purposes, subject to the approval of the aeronautical authorities of the other Contracting Party; and

(c) the right to make stops at the point(s) on the specified route in the territory of the other Contracting Party for the purpose of taking on board and discharging international traffic in passengers, baggage, cargo, and mail while operating an agreed service.

(3) The airlines of each Contracting Party, other than those designated under Article 3 (Designation and Authorization), shall also enjoy the rights specified in paragraphs (2) (a) and (b), subject to the approval of the aeronautical authorities of the other Contracting Party.

(4) Nothing in paragraph (2) shall be deemed to confer on the designated airline(s) of one Contracting Party the right of uplifting 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 AUTHORIZATION

(1) Each Contracting Party shall have the right to designate in writing through the diplomatic channel, to the other Contracting Party an airline or airlines, to operate the agreed services on the specified routes, no more than one airline on each route, and to withdraw or alter, in writing, any designation of an airline.

(2) The agreed services may begin at any time, in whole or in part, but not before:

(a) the Contracting Party to whom the rights have been granted shall have designated pursuant to paragraph (1) an airline for the specified route;

(b) the Contracting Party granting the rights shall have given, with the least possible delay and subject to the provisions of Article 4 (Revocation and Limitation of Authorization), the appropriate operating permission to the airline concerned;

(c) a tariff established in accordance with the provisions of Article 10 (Tariffs) is in force; and

(d) a timetable has been filed in accordance with the provisions of Article 11 (Timetable) and has not been disapproved.

(3) For the purpose of granting the appropriate operating authorization under -paragraph (2), the aeronautical authorities of one Contracting Party may require the designated airline(s) of the other Contracting Party to satisfy it that it is qualified to fulfill the conditions prescribed under the laws and regulations normally applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

(4) Each Contracting Party shall have the right to refuse to accept the designation of airline(s) or to refuse to grant the operating authorization referred to in paragraph (2) or to impose such conditions as it may deem necessary on the exercise by the designated airline(s) of the rights specified in Article 2 of this Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of the airline(s) are vested in the Contracting Party designating the airline(s) or in its nationals.

ARTICLE 4
REVOCATION AND LIMITATION OF AUTHORIZATION

(1) The aeronautical authorities of each Contracting Party shall, with respect to a designated airline of the other Contracting Party, have the right to withhold the authorizations referred to in Article 3 (Designation and

Authorization), or to revoke or suspend such authorizations or impose conditions, temporarily or permanently at any time:

(a) in the event of failure by such airline to qualify under or to comply with the laws and regulations normally applied by the aeronautical authorities of that Contracting Party in conformity with the Convention;

(b) in the event that the aeronautical authorities of that Contracting Party are not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in its nationals; or

(c) in the event that such airline 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 and regulations referred to above, the rights enumerated in paragraph (1) shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party, in accordance with Article 16 (Consultations).

ARTICLE 5

APPLICATION OF LAWS, REGULATIONS AND PROCEDURES

(1) The laws, regulations and procedures of one Contracting Party relating to the admission to, sojourn in, or departure from its territory of aircraft engaged in international air services, or to the operation and navigation of such aircraft, shall be applied to the aircraft of the designated airline(s) of the other Contracting Party upon its entrance into, sojourn in, or departure from and while within the territory of the first Contracting Party.

(2) The laws, regulations and procedures of one Contracting Party relating to the admission to, sojourn in and departure from its territory of passengers, baggage, crew, cargo or mail of aircraft (including laws and regulations relating to entry, clearance, aviation security, immigration, passports, customs, quarantine and sanitary measures, or in the case of mail, postal regulations) shall be complied with by or on behalf of such crews, passengers, cargo and mail of the designated airline(s) of the other Contracting Party upon entry into, sojourn in and departure from and while within the territory of the first Contracting Party.

(3) Passengers, baggage, cargo and mail in direct transit across the territory

of either Contracting Party and not leaving the area of the airport reserved for such purposes shall, except in respect of security measures, narcotics control or in special circumstances, be subject to no more than a simplified control.

(4) Neither Contracting Party may grant any preference to its own or any other airline over the designated airline(s) of the other Contracting Party in the application of the laws and regulations provided for in this Article.

ARTICLE 6 RECOGNITION OF CERTIFICATES AND LICENSES

(1) (a) Certificates of airworthiness, certificates of competency and licenses issued, or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services provided that such certificates or licenses were issued or rendered valid pursuant to, and in conformity with, the minimum standards established under the Convention.

(b) Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights undertaken pursuant to rights granted under paragraph (2) of Article 2 (Grant of Rights), certificates of competency and licenses granted to its own nationals by the other Contracting Party.

(2) If the privileges or conditions of the certificates or licenses issued or rendered valid by one Contracting Party permit a difference from the standards established under the Convention, whether or not that difference has been filed with the International Civil Aviation Organization, the aeronautical authorities of the other Contracting Party may, without prejudice to the rights of the first Contracting Party, request consultations in accordance with Article 16 (Consultation) with the aeronautical authorities of the first Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them.

ARTICLE 7 CUSTOMS DUTIES AND OTHER CHARGES

(1) Aircraft operated on agreed services by designated airline(s) of one Contracting Party, as well as their regular equipment, supplies of fuels, lubricants (including hydraulic fluids), spare parts (including engines),

aircraft stores (including food, beverages, tobacco and other duty free items for sale to or other items intended for use by passengers, in limited quantities, during the flight) which are on board such aircraft, shall, on entering into the territory of the other Contracting Party, be exempt on the basis of reciprocity from all customs duties, taxes, inspection fees and other similar fees and charges, provided that such equipment, supplies and stores remain on board the aircraft until they are re-exported or consumed during flight over that territory on the agreed services.

(2) There shall also be exempt on the basis of reciprocity from the same customs duties, taxes, inspection fees and other similar fees and charges, with the exception of charges based on the cost of the service provided:

(a) aircraft stores (including food, beverages, tobacco and other items) taken on

board in the territory of one Contracting Party, within the limits as may be fixed by the appropriate authorities of the said Contracting Party, and intended for use on board the aircraft operated on the agreed services by the designated airline(s) of the other Contracting Party;

(b) spare parts (including engines) and regular equipment introduced into the territory of one Contracting Party for the maintenance or repair of aircraft of the designated airline(s) of the other Contracting Party operating agreed services;

(c) fuels and lubricants (including hydraulic fluids) destined for the designated

airline(s) of one Contracting Party to supply aircraft operating the agreed services, taken on board in the territory of the other Contracting Party, even when such fuels and lubricants are to be used on any part of the journey performed over the territory of the other Contracting Party; and

(d) baggage, cargo and mail in direct transit, carried by the aircraft of the designated airline(s) of either Contracting Party on the agreed services.

(3) Items referred to in paragraphs (a), (b), (c) and (d) above may be required to be kept under customs supervision or control.

(4) The regular equipment, as well as spare parts (including engines), aircraft stores, supplies of fuels, lubricants (including hydraulic fluids) and other items mentioned in paragraph (1) normally retained on board an

aircraft operated by the designated airline(s) of one Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory, in which case they may be placed under the supervision of those customs authorities until they are re-exported or otherwise disposed of in accordance with the customs laws and procedures of that Contracting Party.

(5) The exemptions provided for by this Article shall be available in situations where a designated airline of either Contracting Party has entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraphs (1) and (2), provided that such other airline or airlines similarly enjoy such exemptions from the other Contracting Party.

(6) Printed ticket stock, air waybills and publicity materials introduced by the designated airline(s) of one Contracting Party into the territory of the other Contracting Party, shall be exempt on the basis of reciprocity from all customs duties, taxes, inspection fees and other similar fees and charges.

(7) The computer reservation system including its spare parts of the representation of the designated airline(s) of either Contracting Party shall, when introduced into the said territory of the other Contracting Party, be exempt from customs duties and other duties on importation on the basis of reciprocity provided these supplies do not exceed reasonable limit.

ARTICLE 8

PRINCIPLES GOVERNING THE OPERATION OF AGREED SERVICES

(1) The designated airline(s) of each Contracting Party shall be allowed fair and equitable treatment in order that it may enjoy equal opportunity in the operation of each agreed service and each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and unfair competitive or predatory practices adversely affecting the competitive position of a designated airline of the other Contracting Party in exercise of its rights and entitlements set out in this Agreement.

(2) In operating the agreed services, the designated airline(s) of each Contracting Party shall take into consideration the interests of the designated airline(s) 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 capacity for each Contracting Party shall be equal and the provision of capacity by the designated airline(s) of each Contracting Party shall bear a close relationship to the requirements of the public for transportation on each agreed route and will have as its primary objective the provision, at a reasonable load factor, of capacity adequate to meet the current and reasonably anticipated requirements for the carriage of passengers, baggage, cargo and mail originating from or destined for the territory of the Contracting Party which has designated the airline(s).

(4) The capacity which may be provided in accordance with this Article by the designated airline(s) of each Contracting Party on the agreed services shall be such as is decided between the aeronautical authorities of the Contracting Parties before the commencement by the designated airline(s) concerned on the agreed services and thereafter according to anticipated traffic requirements.

(5) The right of such airline(s) to carry traffic between points on specified routes which are located in the territory of the other Contracting Party and points in third countries shall be exercised in accordance with the general principles that capacity shall be related to:

- (a) traffic demand between the territories of both Contracting Parties;
- (b) traffic demand of the area through which the agreed services pass, after taking account of local and regional air services; and
- (c) the requirements of through airline operation.

ARTICLE 9 COMMERCIAL ACTIVITIES

(1) The designated airline(s) of one Contracting Parties shall, on a reciprocal basis, be allowed to establish at the point(s) on the specified route in the territory of the other Contracting Party offices for the promotion and sale of air transportation services.

(2) The designated airline(s) of one Contracting Party shall be allowed to bring in and maintain in the territory of the other Contracting Party its managerial, commercial, operational and technical staff as it may require in connection with the provision of air transportation. These personnel requirements may, at the opinion of the designated airline(s), be satisfied by the nationals of either Contracting Party.

(3) Each Contracting Party grants to a designated airline of the other Contracting Party the right to engage in the sale of air transportation in its territory directly and, at the airline's discretion, through duly authorized sales and/or travel agents. Each designated airline shall have the right to sell such transportation and any person shall be free to purchase such transportation in accordance with the foreign exchange regulations in force of the other Contracting Party.

(4) The designated airline(s) of one Contracting Party shall have the right to pay for local expenses in the territory of the other Contracting Party in local currency or in freely convertible currencies in accordance with the foreign exchange regulations in force of the other Contracting Party.

(5) The activities referred to in paragraphs (1) to (4) shall be carried out in accordance with the laws and regulations of the other Contracting Party.

ARTICLE 10 TARIFFS

(1) The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit, characteristics of service and the tariffs of other airlines for any part of the specified routes.

(2) The tariffs shall be determined in accordance with the following provisions:

(a) The tariffs referred to in paragraph (1), together with the rates of agency commission used in conjunction with them shall, if possible, be agreed between the designated airline(s) concerned in respect of each of the specified routes and sectors thereof, and such agreement shall, if possible, be reached through the procedures for the determination of tariffs of the International Air Transport Association;

(b) The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of both Contracting Parties at least sixty (60) days before the proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the said authorities;

(c) This approval may be given expressly; if neither of the aeronautical authorities has expressed disapproval within thirty (30) days from the

date of submission, in accordance with paragraph (b), these tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided for in paragraph (b), the aeronautical authorities may agree that the period within which any disapproval must be notified shall be reduced accordingly;

(d) If a tariff cannot be agreed in accordance with the provision of paragraph (a), or if during the period applicable in accordance with paragraph (c), one aeronautical authority gives the other aeronautical authority notice of its disapproval of a tariff agreed in accordance with the provisions of paragraph (c), the aeronautical authorities of the two Contracting Parties shall try to determine the tariff by mutual agreement;

(e) If the aeronautical authorities cannot agree on a tariff submitted to them under paragraph (b), or on the determination of any tariff under paragraph (d), the dispute shall be settled in accordance with the provisions of Article 18 (Settlement of Disputes) of this Agreement;

(f) A tariff established in accordance with the provisions of this Article shall remain in force until new tariffs have been established. Nevertheless, a tariff shall not be prolonged by virtue of this paragraph for more than twelve (12) months after the date on which it would otherwise have expired.

ARTICLE 11 TIMETABLE

(1) The airline(s) designated of each Contracting Party shall submit to the aeronautical authorities of the other Contracting Party for approval, sixty (60) days in advance, the timetable of its intended services, specifying the frequency, type of aircraft, configuration and number of seats to be made available to the public.

(2) Any subsequent changes to the approved timetables of a designated airline shall be submitted for approval to the aeronautical authorities of the other Contracting Party.

(3) If a designated airline wishes to operate flights supplementary to those covered in the approved timetables, it shall obtain the prior permission of the aeronautical authorities of the Contracting Party concerned.

ARTICLE 12
PROVISION OF INFORMATION

The aeronautical authorities of each Contracting Party shall provide or shall cause its designated airline(s) to provide the aeronautical authorities of the other Contracting Party, upon request, such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the agreed service, including, but not limited to statements of statistics related to the traffic carried by its designated airline(s) between points in the territory of the other Contracting Party and other points on the specified routes.

ARTICLE 13
TRANSFER OF EARNINGS

Each Contracting Party shall on the reciprocal basis grant to the designated airline(s) of the other Contracting Party the right of transfer of excess of receipts over expenditure earned by the airline(s) in the territory of the first Contracting Party in connection with the carriage of passengers, cargo and mail, in any freely convertible currencies at the official rate of exchange on the day the transfer is made, in accordance with the foreign exchange regulations in force.

ARTICLE 14
AIRPORT AND SIMILAR CHARGES

(1) Each Contracting Party shall use its best efforts to ensure that charges for the use of public airport and other air navigation facilities imposed or permitted to be imposed by its competent authorities on the designated airline(s) of the other Contracting Party are just and reasonable.

(2) Neither of the Contracting Parties shall impose or permit to impose on the designated airline(s) of the other Contracting Party such charges higher than those imposed on any airline of other states operating similar international air services using similar aircraft and associated facilities and services.

ARTICLE 15

AVIATION SECURITY

(1) Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to protect in their mutual relationship, the security of civil aviation against acts of unlawful interference, forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, 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 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 established by the other Contracting Party for entry into, departure from, or sojourn in 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 sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

(5) When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and 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.

ARTICLE 16 CONSULTATIONS

(1) Either Contracting Party may at any time request consultations with the other Contracting Party on the implementation, interpretation, application or amendment of, or compliance with this Agreement.

(2) Such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days from the date of receipt of such a request, unless otherwise agreed.

ARTICLE 17 AMENDMENT OF AGREEMENT

(1) If either Contracting Party considers it desirable to amend any provision of this Agreement, such amendment shall be agreed upon in accordance with the provisions of Article 16 (Consultations) and shall be effected by an Exchange of Notes and will come into effect on a date to be determined by the Contracting Parties, which date shall be depended upon the completion of the relevant constitutional requirements.

(2) Notwithstanding the provisions of paragraph (1), amendments to the Annex to this Agreement may be agreed to directly between the aeronautical authorities of the Contracting Parties. Such amendments shall apply from the date they have been agreed upon and enter into force when confirmed through the diplomatic channel.

(3) This Agreement shall be deemed to have been amended by those provisions of any international convention or multilateral agreement which become binding on both Contracting Parties.

ARTICLE 18
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 endeavor to settle such dispute by negotiations.

(2) In the case that aeronautical authorities has not reached an agreement, the settlement of dispute will be reached by diplomatic negotiations. During that negotiations, the statu-quo will be maintained.

ARTICLE 19
REGISTRATION

This Agreement and any subsequent amendments thereto shall be submitted by the Contracting Parties to the International Civil Aviation Organization for registration.

ARTICLE 20
TERMINATION OF AGREEMENT

(1) Either Contracting Party may at any time from the entry into force of this Agreement give notice in writing through diplomatic channel to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. The Agreement shall terminate one (1) year after the date of receipt of the notice by the other Contracting Party.

(2) In default of acknowledgement of receipt of a notice of termination by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date on which International Civil Aviation Organization acknowledged receipt thereof.

ARTICLE 21
ENTRY INTO FORCE

This Agreement shall enter into force on the date when both Contracting Parties notify each other, through the diplomatic channel, that they have completed the internal legal procedures necessary for its entry into force.

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

Done atonin duplicate in the,and English languages, all texts being equally authentic. In the event of any dispute as to the interpretation and/or the application of the Agreement the English version shall prevail.

**For the Government of
of
the People's Republic of China**

**For the Government
the Republic of Tunisia**

ANNEX

ROUTE SCHEDULE

For the designated airline(s) of the People's Republic of China:

Points of Departure	Intermediate Points	Points in Tunisia	Points beyond
Points in China	Points to be specified	Points to be specified	Points to be specified

For the designated airline(s) of the Republic of Tunisia:

Points of Departure	Intermediate Points	Points in China	Points beyond
Points in Tunisia	Points to be specified	Points to be specified	Points to be specified

Notes:

(1) Any points on the above routes may, at the option of the airline(s) concerned, be omitted on any or all flights provided that any service either begins or terminates in the territory of the country designating the airline(s).

(2) The intermediate, destination and beyond points will be specified further with a mutual agreement between the two aeronautical authorities of the two Contracting Parties.

(3) The exercise of fifth freedom traffic rights on intermediate and beyond points shall be submitted for a prior agreement between the two aeronautical authorities of the two Contracting Parties.