

AGREEMENT BETWEEN
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
AND THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIETNAM
RELATING TO CIVIL AIR TRANSPORT

The Government of the People's Republic of China and the Government of the Socialist Republic of Vietnam (hereinafter referred to as the "Parties");

Desiring to facilitate friendly contacts between their two peoples and develop mutual relations between the two countries in the field of civil aviation;

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on December 7, 1944;

Have agreed on the establishment and operation of air services between and beyond their respective territories as follows:

Article 1
Definitions

For the purpose of this Agreement, unless it otherwise provides for:

(1) the term "aeronautical authorities" means, in the case of the People's Republic of China, the Civil Aviation Administration of China; or any person or agency authorized to perform the functions presently exercised by the said Administration, and in the case of the Socialist Republic of Vietnam, the Ministry of Transport and Communications, or any person or agency authorized to perform the functions presently exercised by the said Ministry.

(2) the term "airline" means any air transport enterprise offering or operating international air services;

(3) the term "designated airline" means an airline which has been designated and authorized in accordance with Article 3 of this Agreement;

(4) the term “air service” means any scheduled air service performed by aircraft for the public transport of passengers, baggage, cargo or mail;

(5) the term “international air service” means an air service which passes through the air space over the territory of more than one State;

(6) the term “stop for non-traffic purposes” means a landing for any purpose other than taking on or discharging passengers, baggage, cargo or mail;

(7) the term “capacity” means:

(a) in relation to an aircraft, the payload of that aircraft available on a route or section of a route.

(b) In relation to an air service, the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period on a route or section of a route.

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

(9) the term “Route Schedule” means the route specified in the Annex to this Agreement or as amended in accordance with the provisions of Article 18 of this Agreement. The Route Schedule forms an integral part of this Agreement.

Article 2 Traffic Rights

(1) Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its designated airline to establish and operate international air services on the route specified in the Route Schedule (hereinafter called “the agreed services” and “the specified route” respectively).

(2) Subject to the provisions of this Agreement, the designated airline of each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:

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

Party along the air route(s) prescribed by the aeronautical authorities of the other Contracting Party,

- (b) to make stops for non-traffic purposes in the territory of the other Contracting Party, at point(s) to be agreed upon between the aeronautical authorities of both Contracting Parties, and
- (c) 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 origination in or destined for the first Contracting Party.

(3) The right of the designated airline of one Contracting Party to take on board and discharge at point(s) in the territory of the other Contracting Party international traffic to or from a third country shall be agreed upon between the aeronautical authorities of the two Contracting Parties.

(4) Nothing in paragraph (2) of this Article shall be deemed to confer on the designated airline of one Contracting Party the right of taking on board, in the territory of the other Contracting Party, passengers, baggage, cargo, and mail carried for remuneration or hire and destined for another point in the territory of the other Contracting Party.

Article 3 Airline Designation and Authorization

(1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline to operate the agreed services on the specified route, and to withdraw or alter such designation.

(2) The substantial ownership and effective control of the airline designated by each Contracting Party shall remain vested in such Contracting Party or its citizens.

(3) The aeronautical authorities of the other Contracting Party may require the airline designated by the first 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 to the operation of international air services by the said authorities.

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

(5) When an airline has been so designated and authorized, it may commence operation of the agreed services from the date agreed upon between the aeronautical authorities of the two Contracting Parties in accordance with the relevant provisions of this Agreement.

(6) The designated airline of either Contracting Party shall submit frequency, flight schedule and type of aircraft to the aeronautical authorities of the other Contracting Party for approval thirty days before it commences operation.

Article 4 Revocation or Suspension

(1) Each Contracting Party shall have the right to revoke or suspend the operating authorization granted to the designated airline of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise by the said designated airline of the rights specified in Article 2 of this Agreement, in any of the following cases:

- (a) where it is not satisfied that the substantial ownership and effective control of that airline are vested in the other Contracting Party or its citizens, or
- (b) where that airline fails to comply with the laws and regulations of the first Contracting Party, or
- (c) where that airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

(2) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws and regulations, such right shall be exercised only after consultation with the other Contracting Party.

Article 5

Application of Laws and Regulations

(1) The laws and regulations of one Contracting Party relating to the admission to, operation and navigation within and departure from its territory of aircraft engaged in the operation of international air services and the laws and regulations relating to admission to, stay in and departure from its territory of passengers, crew, cargo or mail, shall be applicable to the aircraft of the designated airline of the other Contracting Party as well as the passengers, crew, cargo or mail carried by such aircraft while entering, within and departing the territory of the first Contracting Party.

(2) Passengers, baggage and cargo in direct transit and not leaving the area of the airport reserved for such purpose shall be subject to no more than a simplified control.

Article 6 Capacity Provisions

(1) There shall be fair and equal opportunity for the designated airlines of the Contracting Parties to operate the agreed services on the specified routes.

(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 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 a 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 meet the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territories of the Contracting Parties.

(4) Provision for the carriage of passengers, cargo and mail, both taken on board and discharged at points on the specified routes other than points in the territory of the Contracting Party 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 territory of the Contracting

- Party which has designated the airline;
- (b) traffic requirements of the region through which the agreed service passes, taking account of other air services established by airlines of the States comprising that region; and
 - (c) the requirements of through airline operation.

Article 7 Commercial Arrangements

(1) Capacity, frequency, type of aircraft and flight schedule shall be agreed upon between the aeronautical authorities of the Contracting Parties.

(2) Matters relating to sales agency and ground handling shall be agreed upon between the designated airlines of the Contracting Parties. If the designated airlines of the two Contracting Parties fail to reach an agreement on such matters, the aeronautical authorities shall settle them through consultation.

(3) The designated airline of either Contracting Party may, according to traffic requirements, apply for operation of extra section on the specified route. The application for such flight shall be submitted at least five days before the proposed date of the operation to the aeronautical authorities of the other Contracting Party, and the flight can be operated only after approval has been obtained from such authorities.

Article 8 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 cost of operation, reasonable profit, characteristics of service (such as speed and standard of accommodation).

(2) The tariffs referred to in paragraph (1) of this Article shall be agreed upon between the designated airlines of both Contracting Parties, in consultation, when necessary and possible, with other airlines operating over the whole or part

of the same route. The tariffs so agreed shall be submitted to their respective aeronautical authorities at least sixty days prior to the proposed date of introduction of these tariffs and become effective after their approval by the aeronautical authorities of both Contracting Parties.

(3) If the designated airlines cannot agree on any of these tariffs, the aeronautical authorities of the Contracting Parties shall try to determine the tariffs through consultation.

(4) If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (2) of this Article or on the determination of any tariff under paragraph (3) of this Article, the matter shall be referred to the Contracting Parties for settlement in accordance with the provisions of Article 17 of this Agreement.

(5) Pending determination of a new tariff in accordance with the provisions of this Article, the tariffs already in force shall prevail.

Article 9 Designation of Airports, Provision of Technical Services and Rate of Charges

(1) Each Contracting Party shall designate regular airport(s) and alternate airport(s) in its territory to be used by the designated airline of the other Contracting Party for the operation of the agreed services, and shall provide that airline with such communications, navigational, meteorological and other auxiliary services as are required for the operation of the agreed services.

(2) The designated airline of each Contracting Party shall be charged for the use of airports (including the technical equipment and other facilities and services), communications and navigational facilities and other auxiliary services of the other Contracting Party at fair and reasonable rates prescribed by the appropriate authorities of the other Contracting Party. Such rates shall not be higher than those applicable to any airline of other States engaged in international air services for the use of similar equipment, facilities and services/.

Article 10 Customs Duties

(1) Aircraft operated on international air services by the designated airline of one Contracting Party, as well as their regular equipment, spare parts (including engines), fuels, oil (including hydraulic fluids), lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt on the basis of reciprocity from all customs duties, taxes, inspection fees and other similar fees and charges on arriving in the territory of the other Contracting Party, provided such equipment and items remain on board the aircraft up to such time as they are re-exported.

(2) The following equipment and items 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 corresponding to the services provided:

- (a) regular equipment, spare parts (including engines), fuels, oil (including hydraulic fluids), lubricants and aircraft stores (including food, beverages and tobacco) introduced by or on behalf of the designated airline of one Contracting Party into the territory of the other Contracting Party or taken on board the aircraft in the territory of the other Contracting Party and exclusively intended for use or consumption by aircraft engaged in international services, even when such equipment and items are to be used on part of the journey performed over the territory of the other Contracting Party;
- (b) spare parts (including engines) introduced into the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party for the maintenance or repair of aircraft engaged in operation of international air services;

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

(4) The equipment and items referred to in paragraphs (1) and (2) of this Article may be unloaded in the territory of the other Contracting Party with the approval of the Customs authorities of the other Contracting Party. Such equipment and items shall be kept under the supervision or control of the Customs authorities of the other Contracting Party up to such time as they are

re-exported, or otherwise disposed of in accordance with the Customs regulations.

(5) The exemption provided for in paragraphs (1) and (2) of this Article shall also be available where a designated airline of one Contracting Party has contracted with another airline, which similarly enjoys such exemptions in the territory of the other Contracting Party, for the loan or transfer in the said territory of the items specified in paragraphs (1) and (2) of this Article.

(6) Office supplies, vehicles for special use at airport or vehicles for carriage of crew members between the city and airport, as well as electronic booking and communication equipment including their spare parts of the representation of the designated airline of one Contracting Party in the territory of the other Contracting Party, when introduced into the said territory, shall be exempt on the basis of reciprocity from customs duties and other duties and taxes upon importation.

(7) Baggage and cargo in direct transit shall be exempt from all the customs duties, taxes, inspection fees and other similar fees and charges on the basis of reciprocity with the exception of the charges corresponding to the services provided.

Article 11 Representation and Personnel

(1) For the operation of the agreed services on the specified route, the designated airline of each Contracting Party shall have the right, on reciprocal basis, to set up representation at the point(s) of call on the specified route within the territory of the other Contracting Party.

(2) The staff members of the representation of the designated airline of each Contracting Party shall be citizens of either Contracting Party, the number of such staff shall be determined between the aeronautical authorities of both Contracting Parties. Such staff shall be subject to the laws and regulations of the other Contracting Party.

(3) Each Contracting Party shall extend assistance and facilities to the representation and its staff members of the designated airline of the other Contracting Party necessary for the efficient operation of the agreed services.

(4) The crew members of the designated airline of either Contracting Party on flights into and out of the territory of the other Contracting Party shall be citizens of the first Contracting Party. If a designated airline of either Contracting Party desires to employ crew members of any other nationality on flights into and out of the territory of the other Contracting Party, prior approval shall be obtained from that other Contracting Party.

Article 12 Taxation

(1) The revenues and profit received by the designated airline of each Contracting Party in connection with the international air transportation within the territory of the other Contracting Party shall be exempt from all taxes by the other Contracting Party.

(2) The property of the designated airline of each Contracting Party within the territory of the other Contracting Party shall be exempt from all taxes by the other Contracting Party.

(3) Wages, salaries and other similar remuneration received by the employees of the representation of the designated airline of either Contracting Party in the territory of the other Contracting Party, who are citizens of that other Contracting Party, shall be exempt from all taxes by the other Contracting Party.

Article 13 Conversion and Remittance of Revenue and Payment

(1) The designated airline of each Contracting Party shall have on the reciprocal basis the right to remit to the Contracting Party designating the airline its revenue received in the territory of the other Contracting Party.

(2) The conversion and remittance of such revenue shall be effected in convertible currencies at the effective rate of exchange prevailing on the date of payment.

(3) Each Contracting Party shall facilitate the conversion and remittance of

the revenue received in its territory by the designated airline of the other Contracting Party, and assist the said airline in attending to the relevant formalities.

Article 14 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 the present 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, 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 and technical requirements 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 and requirements 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 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 and requirements established 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 safety of the aircraft prior to and during boarding or loading, and to inspect passengers, crew, baggage, cargo and aircraft stores prior to boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from

the other Contracting Party for reasonable special security measure 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 15 Aircraft Accident

In case the aircraft on the designated airline of either Contracting Party is in distress or meet an accident, the relevant provisions in the International Civil Aviation Convention and its Annex 13 shall apply.

Article 16 Provision of Data

The aeronautical authorities of either Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party, at their request, statistical data as may be reasonably required for the purpose of reviewing the capacity provided by the agreed services operated by the designated airline of the first Contracting Party on the specified route. Such data shall include all information required to determine the amount of traffic carried by the said airline on the agreed services.

Article 17 Consultation

(1) The Contracting Parties shall, in the spirit of close cooperation and mutual support, ensure the correct implementation of and satisfactory compliance with the provisions of the Agreement. To this end, the aeronautical authorities of the Contracting Parties shall consult each other from time to time.

(2) Either Contracting Party may at any time request consultation with the other Contracting Party concerning the Agreement. Such consultation shall begin as soon as possible, and at least within sixty days from the date of receipt of the request by the other Contracting Party unless otherwise agreed to.

Article 18 Amendment or Modification

(1) If either of the Contracting Parties considers it desirable to amend any provision of this Agreement or its Annex, it may at any time request consultation with the other Contracting Party, and such consultation shall begin within a period of ninety days from the date of receipt of the request by the other Contracting Party, unless both Parties agree to an extension of this period.

(2) Any amendment to this Agreement or its Annex agreed upon as a result of the consultation referred to in paragraph (1) of this Article shall come into force when it has been confirmed by an exchange of notes through diplomatic channels.

Article 19 Settlement of Disputes

(1) If any dispute arises between the Contracting Parties relating to the interpretation or implementation of this Agreement, the aeronautical authorities of the two Contracting Parties shall in the first place endeavour to settle the dispute by negotiation.

(2) If the aeronautical authorities of the Contracting Parties fail to reach a settlement of the said dispute, it shall be settled through diplomatic channels.

Article 20 Termination

Either Contracting Party may at any time give notice to the other

Contracting Party through diplomatic channels of its decision to terminate this Agreement. This Agreement shall then terminate twelve months after the date of receipt of the notice by the other Contracting Party unless such notice is withdrawn by agreement between the Contracting Parties before the expiry of this period.

Article 21 Entry into Force

The present Agreement shall come into force from the date of its signature. The Agreement between the Government of the People's Republic of China and the Government of Democratic Republic of Vietnam relating to Civil Air Transport signed on 30 May 1971 in Beijing shall expire from the date this Agreement enters into force.

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

Done in duplicate on 8th March 1992 in Beijing, in the Chinese, Vietnamese and English languages, the three texts being equally authentic. In case of difference in interpretation, the English text shall prevail.

For the Government
of the People's
Republic of China

For the Government
of the Socialist
Republic of Vietnam

Annex

Route Schedule

(1) The route of the agreed services operated by the airline designated by the Government of the People's Republic of China shall be as follows in both directions:

point of origin	point of destination	beyond point
Beijing Guangzhou Nanning	Hanoi Ho Chi Minh City Da Nang	beyond point(s) to be agreed upon by the aeronautical authorities of the two Contracting Parties

(2) The route of the agreed services operated by the airline designated by the Government of the Socialist Republic of Vietnam shall be as follows in both directions:

Point of origin	Point of destination	Beyond point
Hanoi Ho Chi Minh City Da Nang	Beijing Guangzhou Nanning	beyond point(s) to be agreed upon by the aeronautical authorities of the two Contracting Parties

(3) The designated airline of either Contracting Party may omit on any or all flights, any point on the specified route, provided the agreed services begin and terminate in the territory of the Contracting Party designating the airline.