



**SECOND PROTOCOL AMENDING THE AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF CANADA**

**AND**

**THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA**

**ON AIR TRANSPORT**

**DEUXIÈME PROTOCOLE MODIFIANT**

**L'ACCORD SUR LE TRANSPORT AÉRIEN**

**ENTRE**

**LE GOUVERNEMENT DU CANADA**

**ET**

**LE GOUVERNEMENT DE LA RÉPUBLIQUE POPULAIRE DE CHINE**

关于修订

《加拿大政府

和

中华人民共和国政府

《航空运输协定》

的第二议定书

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**THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA** (hereinafter referred to as the "Contracting Parties"),

**BEARING** in mind the *Agreement between the Government of Canada and the Government of the People's Republic of China on Air Transport*, done at Ottawa on 9 September 2005 (hereinafter referred to as the "Agreement"), as well as the *Protocol amending the Agreement between the Government of Canada and the Government of the People's Republic of China on Air Transport*, done at Zhuhai on 13 November 2012;

**DESIRING** to further deepen their bilateral relationship relating to air services,

**HAVE CONCLUDED** the present Protocol as follows:

## **ARTICLE 1**

The Agreement is amended by replacing Article IX (Use of Airports and Aviation Facilities) with the following:

### **"ARTICLE IX**

#### **Use of Airports and Aviation Facilities**

1. Airports, airways, air traffic control and air navigation services, aviation security, and other related facilities and services that are provided in the territory of one Contracting Party shall be available for use by the airlines of the other Contracting Party on terms no less favourable than the most favourable terms available to any other airline engaged in similar international air services at the time arrangements for use are made.

2. The setting and collection of fees and charges imposed in the territory of one Contracting Party on an airline of the other Contracting Party for the use of airports, airways, air traffic control and air navigation services, aviation security, and other related facilities and services shall be just and reasonable. Any such fees and charges shall be assessed on an airline of the other Contracting Party on terms no less favourable than the most favourable terms available to any other airline engaged in similar international air services at the time the fees or charges are imposed.

3. Each Contracting Party shall encourage discussions between its competent charging authorities and the airlines using the services and facilities, or where practicable, through airlines' representative organizations. Reasonable notice shall be given to users of any proposals for changes in user charges to enable them to express their views before changes are made."

## ARTICLE 2

The Agreement is further amended by replacing Annex I with the following:

### "ANNEX I

#### A. ROUTE SCHEDULE

##### SECTION I

Passenger-combination and/or all-cargo services may be operated in either or both directions by an airline or airlines designated by the Government of Canada on the following routes:

<u>POINTS IN</u>	<u>INTERMEDIATE</u>	<u>POINTS IN</u>	<u>POINTS</u>
<u>CANADA</u>	<u>POINTS</u>	<u>CHINA</u>	<u>BEYOND</u>
Any point or points	Any point or points	12 points to be named	Any point or points

Notes:

1. Points in China shall be named or changed on sixty (60) days' notice to the aeronautical authorities of China or such lesser period as may be authorized by such authorities. Points in China may be served separately or in combination, except that Beijing, Shanghai and Guangzhou may not be served in combination with each other for own-aircraft services.
2. Any Intermediate Point(s) and any Point(s) Beyond shall be available for own-aircraft services and for code sharing services with airline(s) of China. Any Intermediate Point(s) and/or Point(s) Beyond may be omitted on any or all services, provided that all services originate and/or terminate in Canada.
3. Five Intermediate Points and five Points Beyond shall be available for code-sharing services with third country airlines. Such Intermediate Points and Points Beyond shall be named or changed on sixty (60) days' notice to the aeronautical authorities of China or such lesser period as may be authorized by such authorities. Such Intermediate Points may also be served as Points Beyond and the Points Beyond may also be served as Intermediate Points.
4. Transit and own stopover rights shall be available at Intermediate Points and at Points in China. Stopover rights will not be available between Points in China.

**SECTION II**

Passenger-combination and/or all-cargo services may be operated in either or both directions by an airline or airlines designated by the Government of the People's Republic of China on the following routes:

<u>POINTS IN</u> <u>CHINA</u>	<u>INTERMEDIATE</u> <u>POINTS</u>	<u>POINTS IN</u> <u>CANADA</u>	<u>POINTS</u> <u>BEYOND</u>
Any point or points	Any point or points	12 points to be named	Any point or points

Notes:

1. Points in Canada shall be named or changed on sixty (60) days' notice to the aeronautical authorities of Canada or such lesser period as may be authorized by such authorities. Points in Canada may be served separately or in combination.
2. Any Intermediate Point(s) and any Point(s) Beyond shall be available for own-aircraft services and for code sharing services with airline(s) of Canada. Any Intermediate Point(s) and/or Point(s) Beyond may be omitted on any or all services, provided that all services originate and/or terminate in China.
3. Five Intermediate Points and Five Points Beyond shall be available for code-sharing services with third country airlines. Such Intermediate Points and Points Beyond shall be named or changed on sixty (60) days' notice to the aeronautical authorities of Canada or such lesser period as may be authorized by such authorities. Such Intermediate Points may also be served as Points Beyond and the Points Beyond may also be served as Intermediate Points.
4. Transit and own stopover rights shall be available at Intermediate Points and at Points in Canada. Stopover rights will not be available between Points in Canada.

5. (a) Subject to the capacity limits set out in the Capacity Entitlements section below, fifth freedom rights shall be available between Points in Canada and a total of five (5) Intermediate and/or Beyond Points in the United States of America for passenger/combination services. One or more of the 5 Points may be used for the exercise of fifth freedom rights for all-cargo services. China shall be entitled to allocate among its designated airlines up to a total of seven (7) flights per week in each direction for all-cargo own-aircraft services between Canada and the United States of America.
- (b) Fifth freedom rights shall also be available between Points in Canada and one Point Beyond in the Caribbean, Mexico, South America or Central America for passenger/combination or all-cargo own-aircraft services. China shall be entitled to allocate among its designated airlines up to a total of seven (7) flights per week in each direction between Canada and this Point Beyond.
- (c) Fifth freedom points shall be named or changed by China to the aeronautical authorities of Canada on ninety (90) days' notice.

## **B. CAPACITY ENTITLEMENTS**

For the purposes of Article X (Capacity), each Contracting Party shall be entitled to allocate seventy-six (76) flights per week for the agreed services on the specified routes among its designated airlines for own aircraft services in each direction. Any type of aircraft may be used.

### **C. CODE-SHARING ARRANGEMENTS**

1. Designated airlines of each Contracting Party, when operating or holding out agreed services on the specified routes, including to Beyond Points, shall be entitled to enter into cooperative arrangements, for the purpose of code-sharing, that is selling transportation under their own codes on the flights of:
  - (a) an airline or airlines of China;
  - (b) an airline or airlines of Canada; and/or
  - (c) an airline or airlines of third countries.
2. When a designated airline holds out code-sharing services as the marketing carrier, the total capacity offered by that designated airline will not be counted against the capacity entitlement of the Contracting Party designating that airline.
3. Code-sharing arrangements are subject to approval by the aeronautical authorities of both Contracting Parties. Such approval shall be for the purpose of ensuring that (a) the operation is in fact a code-sharing arrangement, (b) airlines involved hold appropriate route and traffic right authorities, (c) airlines maintain adequate liability insurance for the services being offered and, (d) airlines are required to inform consumers about which airline will be operating the aircraft on each sector of the route and which airline has a contractual relationship with the passenger or shipper for the transportation.

4. The designated airlines of one Contracting Party may hold out the agreed services involving transportation between the twelve (12) destination points in the territory of the other Contracting Party, which shall be restricted to flights operated by airlines designated or authorized by the other Contracting Party. All such transportation between points in that territory shall only be available as part of an international journey. Nothing in this paragraph shall be deemed to confer on a designated airline of one Contracting Party the right of taking up, in the territory of the other Contracting Party, passengers and cargo, including mail, carried for remuneration or hire and destined for another point in the territory of that Contracting Party.

#### **D. WET LEASING**

While operating the agreed services on the specified routes and subject to the regulatory requirements normally applied to such operations by the aeronautical authorities of each Contracting Party, the designated airline(s) of each Contracting Party shall be permitted to use aircraft and flight crews leased from any company or air carrier, including air carriers of third countries. Under such operations, all traffic rights shall be exercised only by the designated airline(s) of the Contracting Parties.

#### **E. FLIGHT NUMBERING**

While operating the agreed services on the specified route, each designated airline may use multiple flight numbers on domestic sectors of the agreed services and on international sectors of the agreed services.”

**ARTICLE 3**

This Protocol shall enter into force on the date of the last diplomatic note by which the Contracting Parties have notified each other that all necessary internal procedures for its entry into force have been completed.

**IN WITNESS WHEREOF**, the undersigned, duly authorized by their respective Governments, have signed the present Protocol.

**DONE** in duplicate at **Beijing**, this **8<sup>th</sup>** day of **November** 2014, in the English, French and Chinese languages, each version being equally authentic.



**FOR THE GOVERNMENT  
OF CANADA**



**FOR THE GOVERNMENT  
OF THE PEOPLE'S REPUBLIC  
OF CHINA**