

AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF

THE PEOPLE'S REPUBLIC OF CHINA

AND

THE GOVERNMENT OF

THE FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA

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The Government of the People's Republic of China and the Government of the Federal Democratic Republic of Ethiopia,

Considering that the People's Republic of China and the Federal Democratic Republic of Ethiopia are Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and

Desiring to conclude an agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories.

Have agreed as follows:

ARTICLE 1 DEFINITIONS

1. For the purpose of the present Agreement, unless the context otherwise requires:
 - (a) The term "The 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 Convention under Articles 90 and 94 thereof so far as those annexes and amendments are applicable for both Contracting parties;
 - (b) The term "aeronautical authorities" means in the case of the People's Republic of China, General Administration of Civil Aviation of China and, in the case of the Federal Democratic Republic of Ethiopia, Ministry of Infrastructure Civil Aviation Authority or in both cases any person or body, authorized to exercise the functions presently assigned to the said authorities;
 - (c) The term "designated airline" means an airline which one Contracting Party has designated, in accordance with Article 6 of the present Agreement, for operation of the agreed air services;

- (d) The term "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which these prices apply, including commission charges and other additional remuneration for agency or sale of transportation documents but excluding remuneration and conditions for the carriage of mail;
- (e) 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;
- (f) The term "air service", "international air service", "airline" and "stop for non-traffic purposes" have meanings respectively assigned to them in Article 96 of the Convention;
- (g) The term "ground equipment", "aircraft stores" and "spare parts" have the meanings respectively assigned to them in Annex 9 of the Convention.

- 2. The Annex forms an integral part of the present Agreement. All references to the Agreement shall include the Annex unless explicitly agreed otherwise.

ARTICLE 2 GRANT OF RIGHTS

- 1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of operating air services on the routes specified in the schedules of the Annex. Such services and routes are hereinafter called "agreed services" and "specified routes" respectively.
- 2. Subject to the provisions of the present Agreement the airline designated by each Contracting Party shall enjoy, while operating international air services:
 - (a) the right to fly without landing across the territory of the other Contracting Party along the route prescribed by the aeronautical authorities of the other Contracting Party;

- (b) the right to make stops in the said territory for non-traffic purposes subject to the approval of the aeronautical authorities of the other Contracting Party;
 - (c) the right to embark and disembark in the said territory at the points specified in the Annex of the present Agreement passengers, baggage, cargo and mail destined for or coming from points in the territory of the other Contracting Party;
 - (d) the right of the designated airline of one Contracting Party to embark and disembark in the territory of third countries at the points specified in the Annex of the present Agreement passengers, baggage, cargo and mail destined for or coming from points in the territory of the other Contracting Party, specified in the Annex of the present Agreement.
3. Nothing in paragraph 2 of this Article shall be deemed to confer the designated airline of one Contracting Party the privilege of embarking, 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 that Contracting Party.
4. If because of armed conflict, natural calamities, political disturbances or disruptive developments, the designated airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate rearrangements of such routes.

ARTICLE 3 EXERCISE OF RIGHTS

1. The designated airline of each Contracting Party shall have fair and equal opportunity to carry on the agreed services traffic embarked in the territory of one Contracting Party and disembarked in the territory of the other Contracting Party or vice versa and shall regard as being of supplementary character traffic embarked or disembarked in the territory of the other Contracting Party to and from points enroute. The designated airline of each Contracting Party in providing capacity for the carriage of traffic embarked in the territory of the other

Contracting Party and disembarked at points on the specified routes or vice versa shall take into consideration the primary interest of the designated airline of the other Contracting Party in such traffic so as not to affect unduly the interest of the latter airline.

2. The agreed services provided by the designated airline of each Contracting Party shall be closely related to the requirements of the public for transportation on the specified routes, and each shall have as its primary objective the provision of capacity adequate to meet the demands to carry passengers, cargo and mail embarked or disembarked in the territory of the Contracting Party which has designated the airline.
3. Provision for the carriage of passengers, cargo and mail embarked in the territory of the other Contracting Party and disembarked at points in third countries on the specified routes or vice versa shall be made in accordance with the general principle that capacity shall be related to:
 - (a) the requirements of traffic embarked or disembarked in the territory of the Contracting Party which has designated the airline;
 - (b) the requirements of traffic of the area through which the airline passes, after taking account of other air services established by airlines of the States situated in the area; and
 - (c) the requirements of through airline operation.

ARTICLE 4 APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party governing entry into, stay in and departure from its territory of aircraft engaged in international air navigation or flights of such aircraft over that territory shall apply to the designated airline of the other Contracting Party.
2. The laws and regulations of one Contracting Party governing entry into, stay in, and departure from its territory of passengers, crew, baggage, cargo or mail, such as formalities regarding entry, exit,

emigration and immigration, as well as customs and sanitary measures shall apply to passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airline of the other Contracting Party while they are within the said territory.

3. Neither Contracting Party may grant any preference to its own airline with regard to the designated airline of the other Contracting Party in the application of the laws and regulations provided for in this Article.

ARTICLE 5 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 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, its Supplementary Protocol for the suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988.
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 territories and the operators of airports in

their territories 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 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 6 DESIGNATION AND OPERATING AUTHORIZATION

1. Each Contracting Party shall have the right to designate one airline for the purpose of operating the agreed services. Such designation shall be effected by virtue of a written notification between the aeronautical authorities of both Contracting Parties.
2. The aeronautical authorities which have received the notification of designation shall, subject to the provisions of paragraphs 3 and 4 of this Article, grant without delay to the designated airlines of the other Contracting Party the necessary operating authorization.
3. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to prove that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the said authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to accept the designation of an airline and to refuse to grant the operating authorization referred to in paragraphs 1 and 2 of this Article, or to impose such conditions as it may deem necessary for the exercise of the rights specified in Article 2 of the present Agreement, whenever the said Contracting Party has no proof that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.
5. Having received the operating authorization, provided for under paragraph 2 of this Article, the designated airline may at any time start to operate the agreed services, provided that tariffs established in accordance with the provisions of Article 14 of the present Agreement are in force.

ARTICLE 7
REVOCATION AND SUSPENSION OF OPERATING
AUTHORIZATION

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of the present Agreement by the designated airline of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of such right, if:
 - (a) the said airline cannot prove that substantial ownership and effective control are vested in the Contracting Party designating the airline or in its nationals, or
 - (b) the said airline fails to comply with or has infringed the laws or regulations of the Contracting Party granting these rights, or
 - (c) the said airline fails to operate the agreed services in accordance with the conditions prescribed under the present Agreement.
2. Such a right shall be exercised only after consultation with the other Contracting Party, unless immediate revocation, suspension or imposition of the conditions provided for under paragraph 1 of this Article is essential to prevent further infringements of laws and regulations.

ARTICLE 8
RECOGNITION OF CERTIFICATES AND LICENSES

1. Certificates of air worthiness, certificates of competency and licenses issued or rendered valid by one of the Contracting Parties shall, during the period of their validity, be recognized as valid by the other Contracting Party, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.
2. Each Contracting Party reserves the right, however, to refuse to recognize as valid, for the purpose of flights over its own territory, certificates of competency and licenses granted to or rendered valid for its own nationals by the other Contracting Party or by any other State.

ARTICLE 9
EXEMPTION FROM DUTIES AND TAXES

1. Aircraft operated on the agreed services by the designated airline of one Contracting Party, as well as its regular equipment, spare parts (including engines) fuels, oil (including hydraulic fluids, lubricants) and aircraft stores (including food, beverages and tobacco) carried 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 such equipment, and items remain on board the aircraft until they are re-exported.
2. The following equipment and items also be exempt on the basis of reciprocity from all customs duties, taxes, inspection fees and other similar fees and charges, with exception of charges corresponding to the services rendered:
 - (a) regular equipment, spare parts (including engines), fuels, oil (including hydraulic fluids, lubricants) and aircraft stores (including food, beverages and tobacco) carried into the territory of the other Contracting Party, and intended for use on board the aircraft operating the agreed services by the designated airline of the first

Contracting Party, 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 the other Contracting Party for the maintenance or repair of aircraft operating the agreed services by the designated airline of the first Contracting Party.

3. 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 only with the approval of the customs authorities of that Contracting Party. In such a case, they may be placed under the supervision of the said authorities until they are re-exported or otherwise disposed of in accordance with the customs regulations of the other Contracting Party.
4. 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 other airline (s) which similarly enjoy (s) such exceptions in the territory of the other Contracting Party, for the loan or transfer in the territory of the other Contracting Party of the equipment and items specified in paragraphs 1 and 2 of this Article.
5. Printed ticket stock, air waybills and publicity materials introduced by the designated airline 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.
6. Office supplies, vehicles for office use, vehicles for special use at airport, bus-type vehicles (excluding cars) for carriage of crew members and their baggage, as well as computer reservation system and communication equipment including their spare parts of the representation of the designated airline 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 are intended for the airline's own use and do not exceed reasonable limit.

7. Baggage, cargo and mail in direct transit shall be exempt from all 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 rendered.
8. The revenues and profit realized by the designated airline of each Contracting Party within the territory of the other Contracting Party in connection with operation of the agreed services shall be exempt from all taxes.
9. The property of the designated airline of each Contracting Party within the territory of the other Contracting party shall be exempt from all taxes on the basis of reciprocity.
10. Wages, salaries and other similar remuneration received by the employees of the representation of the designated airline of either Contracting Party, who are nationals of the first Contracting Party, shall be exempt from all taxes on the basis of reciprocity by the other Contracting Party.

ARTICLE 10 DIRECT TRANSIT

Passengers, baggage, cargo and mail in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall at the utmost be subject to a very simplified control.

ARTICLE 11 USER CHARGES

1. Each Contracting Party shall use its best efforts to ensure that user charges imposed or permitted to be imposed by its competent authorities on the designated airline of the other Contracting Party are just and reasonable. They shall be based on sound economic principles.
2. Charges for the use of airport and air navigation facilities and services offered by one Contracting Party to the designated airline of the other Contracting Party shall not be higher than those which have to be paid by aircraft of any other states operating on scheduled international services.

ARTICLE 12
COMMERCIAL ACTIVITIES

1. The designated airline of one Contracting Party may, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, bring in and maintain in the territory of the other Contracting Party managerial, sales, technical, operational and other specialist staff required for the operation of the agreed services.
2. For the commercial activities the principle of reciprocity shall apply. The competent authorities of each Contracting Party will take all necessary steps to ensure that the representations of the airline designated by the other Contracting Party may exercise its activities in an orderly manner.
3. Each Contracting Party grants to the designated airline of the other Contracting Party the right to establish and operate offices at the points on the specified routes and to engage in the sale of air transportation in its territory directly and, at the airline's discretion, through the licensed agents. Each airline shall have the right to sell such transportation and any person shall be free to purchase such transportation, in the currency of that territory or, subject to the national laws and regulations, in freely convertible currencies of other countries.
4. The designated airline of each Contracting Party shall have an equal opportunity to employ, subject to the laws and regulations of the other Contracting Party the local technical and commercial personnel for the performance of the agreed services on the specified routes.

ARTICLE 13
CONVERSION AND REMITTANCE OF REVENUES

Each Contracting Party shall grant to the designated airline of the other Contracting Party the right of remittance of the excess of receipts over expenditure earned by that airline in the territory of the first Contracting Party in connection with the operation of the agreed services. Such remittance shall be effected in convertible currencies at the official rate of exchange prevailing on the date of remittance or otherwise it is effected in accordance with the national laws and regulations of each Contracting Party.

If such remittance is regulated by a special agreement between the Contracting Parties, this special agreement shall apply.

ARTICLE 14 TARIFFS

1. The tariffs to be applied by each designated airline in connection with any transportation to and from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, the characteristics of each service and the tariffs charged by other airlines.
2. The tariffs referred to in paragraph 1 of this Article shall, if possible, be established by mutual agreement by the designated airlines of both Contracting Parties, and if necessary taking into account the tariffs applied by the other airlines operating over the whole or part of the same route. Such agreement shall, where possible, be guided by the rate fixing machinery of the International Air Transportation Association.
3. The tariffs so agreed shall be submitted for approval to the aeronautical authorities of the Contracting Parties at least sixty days before the proposed date of their introduction. In special cases, this time limit may be reduced, subject to the agreement of the said authorities. Upon receipt of the submission of the tariffs, the aeronautical authorities shall consider such tariffs without undue delay. The aeronautical authorities may notify the other aeronautical authorities of an extension of the proposed date of tariffs introduction. No tariff shall come into force if the aeronautical authorities of either Contracting Party is dissatisfied with it.
4. If the designated airlines cannot agree, or if the tariffs are not approved by the aeronautical authorities of one Contracting Party, the aeronautical authorities of both Contracting Parties shall endeavour to determine the tariffs by mutual agreement.

Unless otherwise agreed such negotiations shall begin within thirty days from the date when it is ascertained that the designated airlines cannot agree upon the tariffs or the aeronautical authorities of one Contracting Party have notified the aeronautical authorities of the other Contracting Party of their disapproval of the tariffs.

5. In default of agreement the dispute shall be submitted to the procedure provided for in Article 18 hereafter.
6. The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.
7. The aeronautical authorities of each Contracting Party shall exercise their best efforts to ensure that the designated airline conform to the agreed tariffs filed with the aeronautical authorities of the Contracting Parties as well as to the laws or regulations in this regard.

ARTICLE 15 TIME-TABLE SUBMISSION

As long in advance as practicable, but not less than sixty days, before the introduction of an agreed service or any modification thereof, the designated airline of one Contracting Party shall provide to the aeronautical authorities of the other Contracting Party information regarding the nature of service, time-tables, types of aircraft including the capacity provided on each of the specified routes and any further information as may be required to satisfy the aeronautical authorities of the other Contracting Party that the requirements of this Agreement are being duly observed.

ARTICLE 16 PROVISION OF STATISTICS

The aeronautical authorities of both Contracting Party shall supply each other, on request, with periodic statistics and other similar information relating to the traffic carried on the agreed services.

ARTICLE 17 CONSULTATION

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

ARTICLE 18 DISPUTE SETTLEMENTS

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation between their aeronautical authorities.
2. If the aeronautical authorities of the Contracting Parties fail to reach a settlement of the said dispute, the Contracting Parties shall settle such dispute through diplomatic channels.

ARTICLE 19 AMENDMENTS

1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, including the Annex thereto, such party shall request consultation with the other Contracting party. Consultation will then take place between aeronautical authorities in accordance with the provisions of Article 17 of the present Agreement. All amendments agreed upon will be effective when confirmed by an exchange of diplomatic notes.
2. In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound, the present Agreement shall be so modified as to conform with the provision of such convention.

ARTICLE 20 TERMINATIONS

1. Each Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate the present Agreement. Such notice shall simultaneously be communicated to the International Civil Aviation Organization.
2. The Agreement shall terminate at the end of a time-table period during which twelve months after the date of receipt of the notice will have elapsed, unless the notice is withdrawn by mutual agreement before the expiry of this period.
3. In default of acknowledgment of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen days after the date on which the International Civil Aviation Organization will have received communication thereof.

ARTICLE 21
REGISTRATION WITH ICAO

The present Agreement shall be registered with the International Civil Aviation Organization.

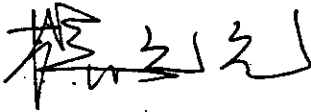
ARTICLE 22
ENTRY INTO FORCE

The present Agreement and its Annex, which replaces the Bilateral Air Services Agreement signed on July 30, 1972, shall be applicable provisionally on the day it is signed and shall enter into force definitively on the date of exchange, through diplomatic channels, of the fulfilment of their constitutional formalities concerning the conclusion and implementation of international agreement.

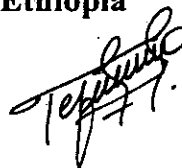
IN WITNESS WHEREOF the undersigned being duly authorized thereto by their respective Governments, have signed the present Agreement:

Done at Beijing on this Fourth day of March, 2003 in the English and Chinese languages, the two texts being equally authentic.

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



**For the Government of
the Federal Democratic Republic of
Ethiopia**



Annex

Route Schedule

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

Points of Departure	Intermediate Points	Points in Ethiopia	Points Beyond
Points in China	Any	Addis Ababa and/or two other points to be specified	Any

For the designated airline of the Federal Democratic Republic of Ethiopia

Points of Departure	Intermediate Points	Points in China	Points Beyond
Points in Ethiopia	Any	Beijing and/ or Shanghai and/or Guangzhou	Any

Note: The designated airline of either Contracting Party may omit at its own discretion, any point on the specified routes on any or all flights provided that the agreed services begin and terminate in the territory of the Contracting Party designating the airline.

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AND

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 - (c) The term "designated airline" means an airline which one Contracting Party has designated, in accordance with Article 6 of the present Agreement, for operation of the agreed air services;

- (d) The term "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which these prices apply, including commission charges and other additional remuneration for agency or sale of transportation documents but excluding remuneration and conditions for the carriage of mail;
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- 2. Subject to the provisions of the present Agreement the airline designated by each Contracting Party shall enjoy, while operating international air services:
 - (a) the right to fly without landing across the territory of the other Contracting Party along the route prescribed by the aeronautical authorities of the other Contracting Party;

- (b) the right to make stops in the said territory for non-traffic purposes subject to the approval of the aeronautical authorities of the other Contracting Party;
 - (c) the right to embark and disembark in the said territory at the points specified in the Annex of the present Agreement passengers, baggage, cargo and mail destined for or coming from points in the territory of the other Contracting Party;
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3. Nothing in paragraph 2 of this Article shall be deemed to confer the designated airline of one Contracting Party the privilege of embarking, 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 that Contracting Party.
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Contracting Party and disembarked at points on the specified routes or vice versa shall take into consideration the primary interest of the designated airline of the other Contracting Party in such traffic so as not to affect unduly the interest of the latter airline.

2. The agreed services provided by the designated airline of each Contracting Party shall be closely related to the requirements of the public for transportation on the specified routes, and each shall have as its primary objective the provision of capacity adequate to meet the demands to carry passengers, cargo and mail embarked or disembarked in the territory of the Contracting Party which has designated the airline.
3. Provision for the carriage of passengers, cargo and mail embarked in the territory of the other Contracting Party and disembarked at points in third countries on the specified routes or vice versa shall be made in accordance with the general principle that capacity shall be related to:
 - (a) the requirements of traffic embarked or disembarked in the territory of the Contracting Party which has designated the airline;
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 - (c) the requirements of through airline operation.

ARTICLE 4

APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party governing entry into, stay in and departure from its territory of aircraft engaged in international air navigation or flights of such aircraft over that territory shall apply to the designated airline of the other Contracting Party.
2. The laws and regulations of one Contracting Party governing entry into, stay in, and departure from its territory of passengers, crew, baggage, cargo or mail, such as formalities regarding entry, exit,

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3. Neither Contracting Party may grant any preference to its own airline with regard to the designated airline of the other Contracting Party in the application of the laws and regulations provided for in this Article.

ARTICLE 5 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 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, its Supplementary Protocol for the suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988.
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 territories and the operators of airports in

their territories 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 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 6 DESIGNATION AND OPERATING AUTHORIZATION

1. Each Contracting Party shall have the right to designate one airline for the purpose of operating the agreed services. Such designation shall be effected by virtue of a written notification between the aeronautical authorities of both Contracting Parties.
2. The aeronautical authorities which have received the notification of designation shall, subject to the provisions of paragraphs 3 and 4 of this Article, grant without delay to the designated airlines of the other Contracting Party the necessary operating authorization.
3. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to prove that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the said authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to accept the designation of an airline and to refuse to grant the operating authorization referred to in paragraphs 1 and 2 of this Article, or to impose such conditions as it may deem necessary for the exercise of the rights specified in Article 2 of the present Agreement, whenever the said Contracting Party has no proof that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.
5. Having received the operating authorization, provided for under paragraph 2 of this Article, the designated airline may at any time start to operate the agreed services, provided that tariffs established in accordance with the provisions of Article 14 of the present Agreement are in force.

ARTICLE 7
REVOCATION AND SUSPENSION OF OPERATING
AUTHORIZATION

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of the present Agreement by the designated airline of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of such right, if:
 - (a) the said airline cannot prove that substantial ownership and effective control are vested in the Contracting Party designating the airline or in its nationals, or
 - (b) the said airline fails to comply with or has infringed the laws or regulations of the Contracting Party granting these rights, or
 - (c) the said airline fails to operate the agreed services in accordance with the conditions prescribed under the present Agreement.
2. Such a right shall be exercised only after consultation with the other Contracting Party, unless immediate revocation, suspension or imposition of the conditions provided for under paragraph 1 of this Article is essential to prevent further infringements of laws and regulations.

ARTICLE 8
RECOGNITION OF CERTIFICATES AND LICENSES

1. Certificates of air worthiness, certificates of competency and licenses issued or rendered valid by one of the Contracting Parties shall, during the period of their validity, be recognized as valid by the other Contracting Party, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.
2. Each Contracting Party reserves the right, however, to refuse to recognize as valid, for the purpose of flights over its own territory, certificates of competency and licenses granted to or rendered valid for its own nationals by the other Contracting Party or by any other State.

ARTICLE 9
EXEMPTION FROM DUTIES AND TAXES

1. Aircraft operated on the agreed services by the designated airline of one Contracting Party, as well as its regular equipment, spare parts (including engines) fuels, oil (including hydraulic fluids, lubricants) and aircraft stores (including food, beverages and tobacco) carried 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 such equipment, and items remain on board the aircraft until they are re-exported.
2. The following equipment and items also be exempt on the basis of reciprocity from all customs duties, taxes, inspection fees and other similar fees and charges, with exception of charges corresponding to the services rendered:
 - (a) regular equipment, spare parts (including engines), fuels, oil (including hydraulic fluids, lubricants) and aircraft stores (including food, beverages and tobacco) carried into the territory of the other Contracting Party, and intended for use on board the aircraft operating the agreed services by the designated airline of the first

Contracting Party, 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 the other Contracting Party for the maintenance or repair of aircraft operating the agreed services by the designated airline of the first Contracting Party.

3. 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 only with the approval of the customs authorities of that Contracting Party. In such a case, they may be placed under the supervision of the said authorities until they are re-exported or otherwise disposed of in accordance with the customs regulations of the other Contracting Party.
4. 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 other airline (s) which similarly enjoy (s) such exceptions in the territory of the other Contracting Party, for the loan or transfer in the territory of the other Contracting Party of the equipment and items specified in paragraphs 1 and 2 of this Article.
5. Printed ticket stock, air waybills and publicity materials introduced by the designated airline 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.
6. Office supplies, vehicles for office use, vehicles for special use at airport, bus-type vehicles (excluding cars) for carriage of crew members and their baggage, as well as computer reservation system and communication equipment including their spare parts of the representation of the designated airline 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 are intended for the airline's own use and do not exceed reasonable limit.

7. Baggage, cargo and mail in direct transit shall be exempt from all 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 rendered.
8. The revenues and profit realized by the designated airline of each Contracting Party within the territory of the other Contracting Party in connection with operation of the agreed services shall be exempt from all taxes.
9. The property of the designated airline of each Contracting Party within the territory of the other Contracting party shall be exempt from all taxes on the basis of reciprocity.
10. Wages, salaries and other similar remuneration received by the employees of the representation of the designated airline of either Contracting Party, who are nationals of the first Contracting Party, shall be exempt from all taxes on the basis of reciprocity by the other Contracting Party.

ARTICLE 10 DIRECT TRANSIT

Passengers, baggage, cargo and mail in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall at the utmost be subject to a very simplified control.

ARTICLE 11 USER CHARGES

1. Each Contracting Party shall use its best efforts to ensure that user charges imposed or permitted to be imposed by its competent authorities on the designated airline of the other Contracting Party are just and reasonable. They shall be based on sound economic principles.
2. Charges for the use of airport and air navigation facilities and services offered by one Contracting Party to the designated airline of the other Contracting Party shall not be higher than those which have to be paid by aircraft of any other states operating on scheduled international services.

ARTICLE 12 COMMERCIAL ACTIVITIES

1. The designated airline of one Contracting Party may, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, bring in and maintain in the territory of the other Contracting Party managerial, sales, technical, operational and other specialist staff required for the operation of the agreed services.
2. For the commercial activities the principle of reciprocity shall apply. The competent authorities of each Contracting Party will take all necessary steps to ensure that the representations of the airline designated by the other Contracting Party may exercise its activities in an orderly manner.
3. Each Contracting Party grants to the designated airline of the other Contracting Party the right to establish and operate offices at the points on the specified routes and to engage in the sale of air transportation in its territory directly and, at the airline's discretion, through the licensed agents. Each airline shall have the right to sell such transportation and any person shall be free to purchase such transportation, in the currency of that territory or, subject to the national laws and regulations, in freely convertible currencies of other countries.
4. The designated airline of each Contracting Party shall have an equal opportunity to employ, subject to the laws and regulations of the other Contracting Party the local technical and commercial personnel for the performance of the agreed services on the specified routes.

ARTICLE 13 CONVERSION AND REMITTANCE OF REVENUES

Each Contracting Party shall grant to the designated airline of the other Contracting Party the right of remittance of the excess of receipts over expenditure earned by that airline in the territory of the first Contracting Party in connection with the operation of the agreed services. Such remittance shall be effected in convertible currencies at the official rate of exchange prevailing on the date of remittance or otherwise it is effected in accordance with the national laws and regulations of each Contracting Party.

If such remittance is regulated by a special agreement between the Contracting Parties, this special agreement shall apply.

ARTICLE 14 TARIFFS

1. The tariffs to be applied by each designated airline in connection with any transportation to and from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, the characteristics of each service and the tariffs charged by other airlines.
2. The tariffs referred to in paragraph 1 of this Article shall, if possible, be established by mutual agreement by the designated airlines of both Contracting Parties, and if necessary taking into account the tariffs applied by the other airlines operating over the whole or part of the same route. Such agreement shall, where possible, be guided by the rate fixing machinery of the International Air Transportation Association.
3. The tariffs so agreed shall be submitted for approval to the aeronautical authorities of the Contracting Parties at least sixty days before the proposed date of their introduction. In special cases, this time limit may be reduced, subject to the agreement of the said authorities. Upon receipt of the submission of the tariffs, the aeronautical authorities shall consider such tariffs without undue delay. The aeronautical authorities may notify the other aeronautical authorities of an extension of the proposed date of tariffs introduction. No tariff shall come into force if the aeronautical authorities of either Contracting Party is dissatisfied with it.
4. If the designated airlines cannot agree, or if the tariffs are not approved by the aeronautical authorities of one Contracting Party, the aeronautical authorities of both Contracting Parties shall endeavour to determine the tariffs by mutual agreement.

Unless otherwise agreed such negotiations shall begin within thirty days from the date when it is ascertained that the designated airlines cannot agree upon the tariffs or the aeronautical authorities of one Contracting Party have notified the aeronautical authorities of the other Contracting Party of their disapproval of the tariffs.

5. In default of agreement the dispute shall be submitted to the procedure provided for in Article 18 hereafter.
6. The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.
7. The aeronautical authorities of each Contracting Party shall exercise their best efforts to ensure that the designated airline conform to the agreed tariffs filed with the aeronautical authorities of the Contracting Parties as well as to the laws or regulations in this regard.

ARTICLE 15 TIME-TABLE SUBMISSION

As long in advance as practicable, but not less than sixty days, before the introduction of an agreed service or any modification thereof, the designated airline of one Contracting Party shall provide to the aeronautical authorities of the other Contracting Party information regarding the nature of service, time-tables, types of aircraft including the capacity provided on each of the specified routes and any further information as may be required to satisfy the aeronautical authorities of the other Contracting Party that the requirements of this Agreement are being duly observed.

ARTICLE 16 PROVISION OF STATISTICS

The aeronautical authorities of both Contracting Party shall supply each other, on request, with periodic statistics and other similar information relating to the traffic carried on the agreed services.

ARTICLE 17 CONSULTATION

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

ARTICLE 18 DISPUTE SETTLEMENTS

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation between their aeronautical authorities.
2. If the aeronautical authorities of the Contracting Parties fail to reach a settlement of the said dispute, the Contracting Parties shall settle such dispute through diplomatic channels.

ARTICLE 19 AMENDMENTS

1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, including the Annex thereto, such party shall request consultation with the other Contracting party. Consultation will then take place between aeronautical authorities in accordance with the provisions of Article 17 of the present Agreement. All amendments agreed upon will be effective when confirmed by an exchange of diplomatic notes.
2. In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound, the present Agreement shall be so modified as to conform with the provision of such convention.

ARTICLE 20 TERMINATIONS

1. Each Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate the present Agreement. Such notice shall simultaneously be communicated to the International Civil Aviation Organization.
2. The Agreement shall terminate at the end of a time-table period during which twelve months after the date of receipt of the notice will have elapsed, unless the notice is withdrawn by mutual agreement before the expiry of this period.
3. In default of acknowledgment of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen days after the date on which the International Civil Aviation Organization will have received communication thereof.

**ARTICLE 21
REGISTRATION WITH ICAO**

The present Agreement shall be registered with the International Civil Aviation Organization.

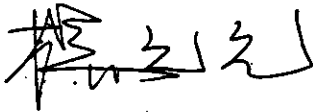
**ARTICLE 22
ENTRY INTO FORCE**

The present Agreement and its Annex, which replaces the Bilateral Air Services Agreement signed on July 30, 1972, shall be applicable provisionally on the day it is signed and shall enter into force definitively on the date of exchange, through diplomatic channels, of the fulfilment of their constitutional formalities concerning the conclusion and implementation of international agreement.

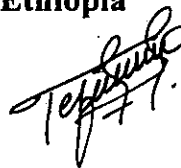
IN WITNESS WHEREOF the undersigned being duly authorized thereto by their respective Governments, have signed the present Agreement:

Done at Beijing on this Fourth day of March, 2003 in the English and Chinese languages, the two texts being equally authentic.

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



**For the Government of
the Federal Democratic Republic of
Ethiopia**



Annex

Route Schedule

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

Points of Departure	Intermediate Points	Points in Ethiopia	Points Beyond
Points in China	Any	Addis Ababa and/or two other points to be specified	Any

For the designated airline of the Federal Democratic Republic of Ethiopia

Points of Departure	Intermediate Points	Points in China	Points Beyond
Points in Ethiopia	Any	Beijing and/ or Shanghai and/or Guangzhou	Any

Note: The designated airline of either Contracting Party may omit at its own discretion, any point on the specified routes on any or all flights provided that the agreed services begin and terminate in the territory of the Contracting Party designating the airline.

中华人民共和国政府和
埃塞俄比亚联邦民主共和国政府

航空运输协定

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第二十一条 向国际民用航空组织登记

第二十二条 生效

附件

中华人民共和国政府和埃塞俄比亚联邦民主共和国政府（以下简称“缔约双方”），

鉴于中华人民共和国和埃塞俄比亚联邦民主共和国均为一九四四年十二月七日在芝加哥开放签字的《国际民用航空公约》的参加国，

为建立两国领土之间及其以远地区的航班而缔结一项协定以对上述公约加以补充，

达成协议如下：

第一条 定义

一、除非本协定另有规定，本协定中：

（一）“公约”，指一九四四年十二月七日在芝加哥开放签字的《国际民用航空公约》，包括根据该公约第九十条通过的所有附件，以及根据该公约第九十条和第九十四条对公约或其附件通过的、对缔约双方均适用的任何修正案。

（二）“航空当局”，就中华人民共和国而言指中国民用航空总局；就埃塞俄比亚联邦民主共和国而言指基础设施部民用航空局，或就双方而言指授权行使目前指定给该当局的职能的任何个人或机构。

（三）“指定空运企业”，指缔约一方为经营协议航班根据本

(四)“运价规则”，指运输旅客、行李、货物所采用的价格和该价格所适用的条件，包括提供代理或销售运输凭证的手续费及其他取酬，但不包括运输邮件的取酬和条件。

(五)“领土”，指一国主权管辖下的陆地、领海及其以上的空域。

(六)“航班”、“国际航班”、“空运企业”和“非运输业务性经停”，具有公约第九十六条分别赋予的含义。

(七)“地面设备”、“机上供应品”和“零备件”具有公约附件九分别赋予的含义。

二、附件构成本协定的组成部分。凡提及本协定之处，都应包含附件，除非另有明确协议。

第二条 权利的授予

一、为在附件所载航线表规定的航线上经营航班，缔约各方给予缔约另一方本协定规定的权利。此种航班和航线以下分别称为“协议航班”和“规定航线”。

二、在不违反本协定规定的情况下，缔约各方指定空运企业在经营国际航班时应享有以下权利：

(一)沿缔约另一方航空当局规定的航路不降停飞越缔约另一方领土。

(二)经缔约另一方航空当局同意，在缔约另一方领土内做

非运输业务性经停。

(三)在缔约另一方领土内本协定附件所规定的地点上载或下载前往或来自缔约一方领土的旅客、行李、货物和邮件。

(四)在第三国领土内本协定附件所规定的地点上载或下载前往或来自缔约另一方领土内本协定附件规定的地点的旅客、行李、货物和邮件。

三、本条第二款的规定不得被视为给予缔约一方指定空运企业为取酬或出租在缔约另一方领土内装载旅客、行李、货物和邮件前往该缔约另一方领土内另一地点的特权。

四、如果因为武装冲突、自然灾害、政治动乱或破坏活动，缔约一方指定空运企业无法在其正常航线上经营航班，缔约另一方应对此类航线进行适当的重新安排，尽力为该航班的继续营运提供便利。

第三条 权利的行使

一、缔约各方指定空运企业应享有公平均等的机会在协议航班上运输在缔约一方领土内上载的并在缔约另一方领土内下载的业务，反之亦然，并将在缔约另一方领土内上载或下载的来往于航线上各地点的业务视为补充性质。缔约各方指定空运企业在为运输在缔约另一方领土内上载的并在规定航线上各地点下载的业务（或相反情况）提供运力时，应考虑到缔约另一方指定空

运企业在此种运输中的基本利益，以免不适当地影响该空运企业的利益。

二、缔约各方指定空运企业提供的协议航班应与公众对规定航线上的运输需求密切相关，每一航班的主要目的应是提供足够运力，以满足运输在指定该空运企业的缔约方领土内上载或下载的旅客、货物和邮件的需要。

三、应按照普遍原则，为运输在缔约另一方领土内上载的并在规定航线上第三国各地点下载的旅客、货物和邮件（或相反情况）做出规定，即运力应与以下需要相关：

（一）在指定该空运企业的缔约方领土内上载或下载的业务运输的需要。

（二）该空运企业飞经地区的业务运输的需要，但应考虑处于该地区的国家的空运企业建立的其他航班。

（三）联程航班经营的需要。

第四条 法律和规章的适用

一、缔约一方关于从事国际航行的航空器进入、停留和离开其领土或飞越其领土的法律和规章，应适用于缔约另一方指定空运企业。

二、缔约一方关于旅客、机组、行李、货物或邮件进入、停留和离开其领土的法律和规章，如入境、出境、移民进出以及海

关和检疫等手续，应适用于缔约另一方指定空运企业航空器在缔约一方领土内运载的旅客、机组、行李、货物或邮件。

三、缔约各方在适用本条规定的法律和规章中均不得给予本方空运企业优于缔约另一方指定空运企业的待遇。

第五条 航空保安

一、缔约双方根据国际法为其规定的权利和义务重申，它们对彼此承担的保护民用航空安全免遭非法干扰的义务构成本协定的组成部分。在不限制国际法为其规定的权利和义务的普遍性的情况下，缔约双方应特别遵守一九六三年九月十四日在东京签署的《关于在航空器内的犯罪和其他某些行为的公约》、一九七零年十二月十六日在海牙签署的《关于制止非法劫持航空器的公约》一九七一年九月二十三日在蒙特利尔签署的《关于制止非法行为危及民用航空安全的公约》和一九八八年二月二十四日在蒙特利尔签署的该公约的《关于制止在国际民用航空机场的非法暴力行为的补充议定书》的规定。

二、缔约双方应根据请求相互提供一切必要的协助，防止非法劫持民用航空器的行为和危及此种航空器、其旅客和机组、机场和航行设施安全的其他非法行为，以及危害民用航空安全的任何其他威胁。

三、缔约双方在其相互关系中，应遵守国际民用航空组织制

定的、被指定为《国际民用航空公约》附件的并对缔约双方均适用的航空保安规定。它们应要求在其领土内登记的航空器经营人或者主要经营地或永久居住地在其领土内的航空器经营人以及在其领土内的机场经营人遵守上述航空保安规定。

四、缔约各方同意，应要求上述航空器经营人在进出缔约另一方领土或者在该领土内停留时遵守缔约另一方要求的、本条第三款所指的航空保安规定。缔约各方应保证在其领土内有效地采取足够的措施，在登机或者装机前和在登机或者装机时保护航空器，并且对旅客、机组、手提物品、行李、货物和机上供应品进行检查。缔约各方对缔约另一方提出的为对付特定威胁采取合理的特殊保安措施的要求，应给予同情的考虑。

五、当发生非法劫持民用航空器或危及此种航空器、其旅客和机组、机场或航行设施的其他非法行为的事件或具有发生这种事件的征兆时，缔约双方应通过便利通信和采取其他适当措施相互协助，以便迅速、安全地终止此种事件或者消除此种征兆。

第六条 指定和经营许可

一、缔约各方有权为经营协议航班指定一家空运企业。此种指定应通过缔约双方航空当局之间的书面通知实施。

二、在不违反本条第三款和第四款规定的情况下，已收到指定通知的航空当局应毫不延误地向缔约另一方的指定空运企业

颁发必要的经营许可。

三、缔约一方航空当局可要求缔约另一方指定空运企业向其证明，该空运企业有资格履行该当局依照公约各条款并根据通常适用于国际航班经营的法律和规章所规定的条件。

四、如果缔约一方没有获得证据证明某指定空运企业的主要所有权和有效控制权属于指定该空运企业的缔约方或其国民，该缔约方有权拒绝接受对该空运企业的指定和拒绝颁发本条第一款和第二款所指的经营许可，或施加它认为对行使本协定第二条规定的权利所必要的条件。

五、指定空运企业在收到本条第二款所规定的经营许可后，可随时经营协议航班，条件是根据本协定第十四条规定制定的运价规则已经生效。

第七条 经营许可的撤销和暂停

一、缔约各方有权撤销缔约另一方指定空运企业的经营许可，或者暂停其行使本协定第二条规定的权利，或对行使这些权利施加它认为必要的条件，如果：

(一)该空运企业无法证明其主要所有权和有效控制权属于指定该空运企业的缔约方或其国民；或者

(二)该空运企业未能遵守或已经违反授予这些权利的缔约方的法律或规章；或者

(三) 该空运企业未能按照本协定规定的条件经营协议航班。

二、除非立即采取本条第一款所规定的撤销、暂停或附加条件等行动对于防止进一步违反法律和规章是必需的，否则此种权利只应在与缔约另一方协商后行使。

第八条 证件和执照的承认

一、缔约一方应承认缔约另一方颁发或核准有效的并在有效期内的适航证、合格证和执照有效，只要颁发或核准这些证件或执照的条件等同于或高于根据公约规定的最低标准。

二、但是，对于在本国领土上空的飞行，缔约一方保留拒绝承认由缔约另一方或任何其它国家为其本国国民颁发或核准的合格证和执照有效的权利。

第九条 税费的免除

一、缔约一方指定空运企业飞行协议航班的航空器及该航空器上的正常设备、零备件（包括发动机）、燃料、油料（包括液压油、润滑油）和机上供应品（包括食品、饮料和烟草），在进入缔约另一方领土时应在互惠的基础上免纳一切关税、税收、检验费和其他类似费用，只要这些设备和物品留置在航空器上直至

重新运出。

二、除与提供服务相关的费用外，下列设备和物品也应在互惠的基础上免纳一切关税、税收、检验费和其他类似费用：

(一) 运入缔约另一方领土供装备缔约一方指定空运企业飞行协议航班的航空器或在该航空器上使用的正常设备、零备件（包括发动机）、燃料、油料（包括液压油、润滑油）和机上供应品（包括食品、饮料和烟草），即使这些设备和物品在缔约另一方领土内的部分航段上使用。

(二) 运入缔约另一方领土的用于维护或修理缔约一方指定空运企业的航空器的零备件（包括发动机）。

三、本条第一款和第二款所述设备和物品，经缔约另一方海关当局同意后，可在缔约另一方领土内卸下。在此种情况下，它们应受上述当局的监管直至重新运出，或根据缔约另一方海关法规另做处理。

四、缔约一方指定空运企业和另一家或者多家在缔约另一方领土内享有同样税费免纳待遇的空运企业订有合同，在缔约另一方领土内向其租借或者转让本条第一、二款所述设备和物品的，也应适用本条第一、二款的豁免规定。

五、缔约一方指定空运企业运入缔约另一方领土的客票、货运单和宣传品，应在互惠的基础上免纳一切关税、税收、检验费和其他类似费用。

六、缔约一方指定空运企业在缔约另一方领土内的常驻代表

机构的办公用品、自用车辆，用于机场内的专用车辆或者用于运送机组人员及其行李的客车型车辆（不包括小轿车）以及包括零备件在内的计算机订座系统和通信设备，在进入缔约另一方领土时，应在自用合理数量范围内和互惠的基础上免纳关税以及其他进口环节的税收。

七、直接过境的行李、货物和邮件，除提供服务的费用外，应在互惠的基础上免纳一切关税、税收、检验费和其他类似费用。

八、缔约一方指定空运企业经营协议航班在缔约另一方领土内取得的收入、利润，应在互惠的基础上免征一切税收。

九、缔约一方指定空运企业在缔约另一方领土内的财产，应在互惠的基础上免征一切税收。

十、缔约一方指定空运企业在缔约另一方领土内的常驻代表机构人员如系该缔约一方国民，其取得的工资、薪金和其他类似报酬，应在互惠的基础上免征一切税收。

第十条 直接过境

直接过境缔约一方领土且不离开机场为此目的保留的区域的旅客、行李和货物至多只应接受极为简化的管制。

第十一条 用户费用

一、缔约各方应尽力确保由其主管当局向缔约另一方指定空运企业征收的或允许征收的用户费用是公平合理的。它们应以适当的经济原则为基础。

二、对使用缔约一方向缔约另一方提供的机场和航行设施与服务所收的费用不得高于飞行定期国际航班的任何其它国家的航空器须付的费用。

第十二条 商务活动

一、缔约一方指定空运企业可根据缔约另一方有关入境、居住和就业的法律和规章，将经营协议航班所需的管理、销售、技术、运行和其它专业的人员带入缔约另一方领土并在该领土内保持此类人员。

二、商务活动应适用对等原则。缔约各方主管当局将采取一切必要的措施，确保缔约另一方指定空运企业的代表机构可有序地开展工作。

三、缔约各方给予缔约另一方指定空运企业在规定航线的地点设立并经营办事处，在其领土内直接地和由该空运企业自行决定通过经批准的代理人销售航空运输的权利。各空运企业应有权利销售此种运输，任何人应可用该领土的货币或在不违反该国法律和规章的情况下用可自由兑换的其他国家的货币自由购买此种运输。

四、缔约各方指定空运企业应有同等机会在不违反缔约另一方法律和规章的情况下，为经营规定航线协议航班雇用当地的技术和商务人员。

第十三条 收入的汇兑

缔约各方应给予缔约另一方指定空运企业将其在缔约一方领土内经营协议航班所得收入扣除支出的余额汇出的权利。此种汇兑应使用可兑换货币按照汇兑当日适用的官方汇率进行，或者按照缔约各方的国家法律和规章进行。如果此种汇兑受缔约双方达成的特别协议调整，则应适用该特别协议。

第十四条 运价规则

一、各指定空运企业对来往于缔约另一方领土的任何运输收取的运价应在合理水平上制定，适当照顾所有相关因素，包括经营成本、合理利润、每一航班的性质和其他空运企业采用的运价。

二、本条第一款所指的运价在可能情况下应通过缔约双方指定空运企业达成共同协议来制定，如果必要应考虑到在同一条航线的全部航段或部分航段上运营的其他空运企业采用的运价。此种协议在可能的情况下应以国际航空运输协会的运价制定机制为指导。

三、如此商定的运价，应在拟于实施之日前至少六十天提交缔约双方航空当局批准。在特殊情况下，经上述当局同意，这一期限可以缩短。航空当局接到所提交的运价之后，应无不适当拖延地审查该运价。缔约一方航空当局可通知缔约另一方航空当局推迟实施运价的拟定日期。任何运价在缔约双方航空当局均感满意之前都不得生效。

四、如果指定空运企业不能达成协议，或者运价未得到缔约一方航空当局的批准，缔约双方航空当局应努力以共同协议的方式确定运价。除非另有协议，此种谈判应在可以断定指定空运企业不能就运价达成协议或者缔约一方航空当局已经通知缔约另一方航空当局它没有批准该运价之日起三十天内开始。

五、在未达成协议时，争端应按本协定第十八条规定的程序解决。

六、根据本条规定制定的运价应持续有效，直至根据本条规定制定出新的运价。

七、缔约各方航空当局应尽力确保指定空运企业遵守提交缔约双方航空当局的协议运价以及这方面的法律或规章。

第十五条 班期时刻表的提供

缔约一方指定空运企业应在协议航班开航前或对其进行任何变更前尽可能早地，但不迟于六十天，向缔约另一方航空当局

提供关于航班性质、班期时刻表、机型、包括在每一规定航线上所提供的运力在内的信息，以及使缔约另一方航空当局确信本协议正在得到适当遵守所需的任何进一步的信息。

第十六条 统计资料的提供

缔约各方航空当局应根据请求相互提供定期统计资料以及与协议航班所载业务相关的其他类似资料。

第十七条 协 商

缔约各方可在任何时候请求就与本协定相关的任何问题举行协商。此种协商应在缔约另一方收到该请求之日后六十天内开始，除非缔约双方另有协议。

第十八条 争端的解决

一、如缔约双方对本协定的解释或者实施发生争端，应首先努力由缔约双方航空当局通过谈判协商解决。

二、如缔约双方航空当局不能就上述争端达成协议，缔约双方应通过外交途径予以解决。

第十九条 修 改

一、如缔约一方认为需要修改包括其附件在内的本协定的任何规定，应请求与缔约另一方举行协商。协商将按照本协定第十七条的规定在航空当局之间进行。所有商定的修改案将在通过交换外交照会予以认可后生效。

二、在缔结了任何对缔约双方均有约束力的关于航空运输的一般性多边公约的情况下，应对本协定进行相应的修改，以便与此种公约的条款相一致。

第二十条 终 止

一、缔约一方可在任何时候书面通知缔约另一方其终止本协定的决定。此种通知应同时发给国际民用航空组织。

二、本协定应在接到通知之日起十二个月后终止，除非在期满前经双方协议撤回该通知。

三、如缔约另一方未确认收到上述通知，则应认为该缔约方已经在国际民用航空组织收到该通知十四天后收到该通知。

第二十一条 向国际民用航空组织登记

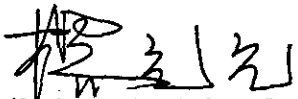
本协定应向国际民用航空组织登记。

第二十二条 生效

本协定及其附件，取代一九七二年七月三十日签订的双边航空运输协定，应在签字之日临时实施，并应在缔约双方通过外交途径相互通知业已完成关于缔结和执行国际协定的法律手续之日生效。

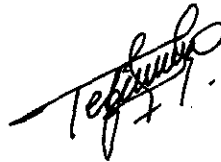
下列代表，经其各自政府正式授权，在本协定上签字，以昭信守。

本协定于一九七三年三月四日在北京签订，每份都用中文和英文写成，两种文本同等作准。



中华人民共和国政府

代表



埃塞俄比亚联邦民主共和国政府

代表

附件
航线表

中华人民共和国指定空运企业：

始发地点	中间地点	目的地点	以远地点
中国境内点	任意地点	亚的斯亚贝巴 和/或另两个 地点	任意地点

埃塞俄比亚联邦民主共和国指定空运企业：

始发地点	中间地点	目的地点	以远地点
埃塞俄比亚境 内地点	任意地点	北京和/或上 海和/或广州	任意地点

注：

缔约各方指定空运企业在任何或者所有飞行中，可自行决定不经停上述规定航线上的任何地点，但协议航班应在指定该空运企业的缔约一方境内始发和终止。