

AGREEMENT BETWEEN THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF CHINA AND THE
NATIONAL EXECUTIVE COUNSEL OF THE
REPUBLIC OF ZAIRE RELATING TO
CIVIL AIR TRANSPORT

The Government of the People's Republic of China and the National Executive Counsel of the Republic of Zaire,

With a view to facilitating the friendly contacts between the peoples of China and Zaire and developing the mutual relations between the two countries in respect of air transportation, in accordance with the principles of mutual respect for independence and sovereignty, non-interference in each other's internal affairs, equality and mutual benefit as well as friendly cooperation,

Have agreed on the establishment of scheduled air services between their respective territories as follows:

Article 1

1. Each Contracting Party grants to the other Contracting Party the right to operate scheduled air services (hereinafter referred to as "the agreed services") on the route specified in the Annex to this Agreement (hereinafter referred to as "the specified route") for carriage of international passengers, baggage, cargo and mail.

2. The aircraft of the designated airline of each Contracting Party, while flying in the territory of the other Contracting Party, shall comply with the regulations governing the air route and air corridor at the boundary line prescribed by the other Contracting Party.

3. Each Contracting Party shall notify the other Contracting Party at least sixty days in advance of the inauguration of its agreed services on the specified route.

4. In case where the designated airline of either Contracting Party desires to operate a charter flight on the specified route, the civil aeronautical authorities of the first Contracting Party shall submit request to the civil aeronautical authorities of the other Contracting Party, which shall be responsible for attending to the clearance formalities as well as for giving reply to the former.

Article 2

1. The Government of the People's Republic of China designates "Department of International Affairs of the General Administration of Civil Aviation of China" as its airline and the National Executive Counsel of the Republic of Zaire designates national company "Air Zaire" as its airline to operate their respective agreed services on the specified routes.

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

3. Each Contracting Party shall have the right to suspend the exercise of the rights specified in Article 1 of the present Agreement by the airline designated by the other Contracting Party, in case of failure by that airline to comply with the laws and regulations of the first Contracting Party, or of failure to operate in accordance with the conditions prescribed under the present Agreement and its Annex. However, under normal circumstances, such right shall be exercised only after consultation with the other Contracting Party.

Article 3

1. The designated airlines of both Contracting Parties shall have fair and equal opportunity in operating the agreed services on the specified routes.

2. Matters relating to frequency, type of aircraft, schedule, conditions of carriage, sales representation and ground handling in the operation of the specified routes shall be agreed upon through consultation between the designated airlines of both Contracting Parties and shall be subject to the approval of their respective civil aeronautical authorities.

3. The fares and rates applicable to the agreed services shall be agreed upon between the designated airlines of both Contracting Parties and shall be subject to the approval of their respective civil aeronautical authorities.

Article 4

Each Contracting Party shall designate in its territory the airport and alternate airport (s) to be used by the designated airline of the other Contracting Party for the operation of the specified route, and provide the latter with communications, navigational, meteorological and other auxiliary services in its territory as are required for the operation of the agreed services. The detailed arrangements shall be agreed upon between the civil aeronautical authorities of both Contracting Parties.

Article 5

1. Aircraft operated on the specified route by the designated airline of either Contracting Party, as well as the regular equipment, spare parts, fuel, oil, lubricants and aircraft stores retained on board the aircraft shall be exempted from any customs duties, inspection fees and other charges by the other Contracting Party on arriving in and departure from the territory of the other Contracting Party.

2. The fuel, oil, lubricants and aircraft stores for consumption replenished to or taken on board the aircraft in the territory of the other Contracting Party by the designated airline of the first Contracting Party for operation of the specified route shall be exempted from customs duties, inspection fees and other charges.

3. Spare parts and regular airborne equipment introduced into the territory of the other Contracting Party for the maintenance and repair of aircraft operated on the specified route by the designated airline of the first Contracting Party shall also be exempted from customs duties, inspection fees and other charges. However, such articles shall be kept in bond and shall not be sold or used for other purposes in the territory of the other Contracting Party, and shall be subject to storage charges as per the regulations of the other Contracting

Party.

Article 6

1. The laws and regulations of either Contracting Party relating to the admission to, stay in, departure from and navigation in its territory of aircraft engaged in the operation of international air services as well as the laws and regulations relating to the admission to, stay in and departure from its territory of passengers, crew, baggage, cargo and mail shall be applicable to the aircraft of the airline designated by the other Contracting Party, its crew and passengers, baggage, cargo and mail carried by such aircraft, while in the territory of the first Contracting Party. Each Contracting Party shall supply the other Contracting Party information relevant to the above-mentioned laws and regulations in time.

2. The designated airline of one Contracting Party shall be charged for the use of airports and technical facilities of the other Contracting Party at the reasonable rate specified by the other Contracting Party.

Article 7

1. For the operation of the specified route, the designated airline of each Contracting Party has the right to set up its office of representative at the point of call on the specified route in the territory of the other Contracting Party. The staff of such office of representative shall be citizens of the People's Republic of China and the republic of Zaire and the number of staff shall be agreed upon through consultation between the designated airlines of both Contracting Parties, and subject to the approval of the civil aeronautical authorities of both Contracting Parties. The staff of such office must observe the applicable laws and regulations of the country where such office is located.

2. Each Contracting Party shall extend assistance and facilities to the office of representative of the designated airline of the other Contracting Party and ensure the safety of the office and its staff as well as the safety of the aircraft, stores and other properties used on agreed services in the territory of the first Contracting Party.

3. Staff of the office of the representative of the designated airline of

each Contracting Party shall be exempted from personal income tax by the other Contracting Party.

Article 8

The revenue earned by the designated airline of each Contracting Party in the territory of the other Contracting Party shall be exempted from income tax and shall be permitted to be transferred.

Article 9

1. The aircraft of the designated airline of each Contracting Party operating on the specified route shall bear its nationality and registration marks and carry on board the following documents:

- a. certificate of registration;
- b. certificate of airworthiness;
- c. journey log sheet;
- d. aircraft radio station licence;
- e. licences or certificates for each member of the crew;
- f. list of crew members;
- g. list of passengers giving the places of departure and destination;
- h. manifest of cargo and mail.

Each Contracting Party shall recognize the valid documents mentioned above of the other Contracting Party.

2. The crew members of the designated airline of either Contracting Party flying on the specified route shall be the citizens of its respective country.

In case the designated airline of either Contracting Party desires to utilize crew members of nationalities of third countries for its operations on the specified route, such Contracting Party shall obtain prior approval from the other Contracting Party through diplomatic channels.

3. The crew members of the designated airline of each Contracting Party, while flying the agreed services, shall be admitted by the other Contracting Party into its territory against production of valid passports without any requirement for a visa provided they stay at the airport for a period not exceeding twenty-four (24) hours and leave the said territory on the same aircraft. Each Contracting Party shall annually submit to the other Contracting Party a list of names, including dates of birth and passport numbers, of the crew members referred to above, and amendments thereof, if any, shall be brought forward one week in advance of their first entry.

If any of the above-mentioned crew members will not leave the said territory on the same aircraft, visa should be obtained beforehand from the other Contracting Party; in case there is a delay of the return trip of the same aircraft beyond 24 hours due to meteorological or mechanical reasons, or in case a crew member fails to leave the said territory on account of sudden illness, visa shall be obtained from the other Contracting Party afterwards.

Article 10

In case the aircraft of the designated airline of one Contracting Party is in distress or meets an accident in the territory of the other Contracting Party, the other Contracting Party shall:

- a. inform without delay the first Contracting Party of the accident;
- b. immediately alert search and rescue operations;
- c. render assistance to the passengers and crew;
- d. provide all security measures for the aircraft and its contents;
- e. carry out investigation into the accident;
- f. permit the representatives of the first Contracting Party access to the aircraft and participate in the investigation as observers;

g. give clearance to the aircraft and its contents as soon as they are no longer necessary for the investigation;

h. communicate in writing to the first Contracting Party the results of the investigation.

Article 11

Both Contracting Parties shall ensure the correct implementation of the present Agreement in a spirit of close cooperation and mutual support. If any difference of opinion arises in respect of the interpretation or implementation of this Agreement, the designated airlines of both Contracting Parties shall endeavour to settle it directly through consultation in a spirit of friendly cooperation and mutual understanding. Failing to reach agreement, the civil aeronautical authorities of both Contracting Parties shall settle it through consultation. If agreement still cannot be reached, the Contracting Parties shall settle it through diplomatic channels.

Article 12

If either of the Contracting Parties considers it desirable to modify or 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 sixty days from the date of the receipt of the suggestion by the other Contracting Party.

Any modifications or amendments to this Agreement or its Annex shall come into force when they have been confirmed through exchange of notes between the two Contracting Parties.

Article 13

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate this Agreement. The Agreement shall then terminate twelve months after the date of receipt of the notice by the other

Contracting Party. If the above notice is withdrawn before the expiry of this period, this Agreement shall continue to be in force with the concurrence of the other Contracting Party.

Article 14

The present Agreement shall come into force provisionally from the date it is signed and formally after notification by both Contracting Parties of their respective completion of the legislative procedures.

Signed at Peking on this 31 day of may, 1971 in duplicate in the Chinese, French and English languages, three texts being equally authentic.

Representative Plenipotentiary
of the Government of the
People's Republic
of China

Representative Plenipotentiary
of the National Executive Counsel
of the Republic of Zaire

Ma Jen-huei
Director General
General Administration of
Civil Aviation

Eketebi Moyidiba Mondiolomba
Commissaire of State
for Transports and
Communications

ANNEX

1. Route

A. The route of the agreed services operated by the designated airline of the government of the People's Republic of China shall be as follows in both directions:

A point in China-intermediate points-Kinshasa.

B. The route of the agreed services operated by the designated airline of the National Executive Counsel of the Republic of Zaire shall be as follows in both directions:

A point in Zaire-intermediate points-Peking.

2. Right of Omission

The aircraft of the designated airlines of both Contracting Parties have the right to omit calling at intermediate points on the routes specified above, provided notification to this effect shall be made to each other as early in advance as practicable.

3. Traffic Right

The designated airline of one Contracting Party shall have the right to make stops at point on the route specified in this Annex in the territory of the other Contracting Party for the carriage of international passengers, baggage, cargo and mail.

4. The intermediate points shall be agreed upon through consultation between the civil aeronautical authorities of both Contracting Parties.