

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
AND
THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA
RELATING TO AIR SERVICES

The Government of the People's Republic of China and the Government of the United Republic of Tanzania (hereinafter referred to as, "the Contracting Parties");

Desiring to promote an international aviation system based on competition among airlines;

Desiring to facilitate the expansion of international air services opportunities;

Recognizing that efficient and competitive international air services enhance trade, the welfare of consumers, and economic growth;

Desiring to make it possible for airlines to offer the traveling and shipping public a variety of service options, and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

Desiring to ensure the highest degree of safety and security in international air services and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air services, and undermine public confidence in the safety of civil aviation; and

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

Have agreed as follows



ARTICLE 1
DEFINITIONS

1. For the purpose of the present Agreement and its Annex, unless otherwise agreed:
 - 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, the General Administration of Civil Aviation of China and in the case of the United Republic of Tanzania, the Minister for the time being responsible for matters relating to Civil Aviation, or in both cases any person or body, authorized to exercise the function presently assigned to the said authorities.
 - c. The term "designated airlines" means an airline or airlines which one Contracting Party has designated, in accordance with Article 5 (Designation and Operating Authorization) of the present Agreement, for the operation of the agreed air services;
 - d. The term "agreed services" means air services on the specified routes for the carriage of passengers, cargo and mail, separately or in combination;
 - e. The terms "air services", "international air services", "airline" and "stop for non-traffic purposes" shall have the meaning respectively assigned to them in Article 96 of the Convention;
 - f. 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;
 - g. 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.

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 international air services on the routes specified in the schedules of the Annex. Such services and routes are hereafter called "agreed services" and "specified routes" respectively.

2. Subject to the provisions of the present Agreement, the airlines 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 rights otherwise specified in this Agreement,

3. Nothing in this Article shall be deemed to confer on the designated airlines 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, political disturbances or developments, or special and unusual circumstances, the designated airlines of one Contracting Party are 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, including the grant of rights for such time as may be necessary to facilitate viable operations.



**ARTICLE 3
EXERCISE OF RIGHTS**

1. The designated airlines shall enjoy fair and equal opportunities to compete in providing the agreed services covered by the present Agreement.
2. The capacity and frequency of the agreed services shall be agreed upon between the aeronautical authorities of the Contracting Parties.

**ARTICLE 4
APPLICATION OF LAWS AND REGULATIONS**

1. The laws and regulations of one Contracting Party governing entry into 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 airlines of the other Contracting Party while entering, departing from or operating and navigating in the territory of the first Contracting Party.
2. The laws and regulations of one Contracting Party governing entry into, sojourn in, and departure from its territory of passengers, crew, baggage, cargo or mail, such as those 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 airlines of the other Contracting Party while entering, sojourn in and departing from the territory of the first Contracting Party.
3. Neither Contracting Party may grant any preference to its own airlines with regard to the designated airlines of the other Contracting Party in the application of the laws and regulations provided for in this Article.

**ARTICLE 5
DESIGNATION AND OPERATING AUTHORISATION**

1. Each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the agreed services, and to withdraw or alter such designations. 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 undue 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 airlines designated by the other Contracting Party to prove that they are qualified to fulfill 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 grant the operating authorization referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary on the exercise of the rights specified in Article 2 (Grant of Rights) of the present Agreement, whenever the said Contracting Party is not satisfied that substantial ownership and effective control of that airline is vested in the other Contracting Party.

5. Having received the operating authorization, provided for under paragraph 2 of this Article, the designated airlines may at any time operate the agreed services.

ARTICLE 6 REVOCATION AND SUSPENSION OF AUTHORISATION

1. Each Contracting Party shall have the right to revoke or suspend an operating authorization for the exercise of the rights specified in Article 2 (Grant of Rights) of the present Agreement by the designated airlines of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of such rights, if:

- a. it is no longer satisfied that substantial ownership and effective control of that airline is vested in the other Contracting Party or its nationals, or
- b. the said airlines fail to comply with or have seriously infringed the laws or regulations of the Contracting Party granting these rights, or
- c. the said airlines fail 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 7 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 the present 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, 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 or Unlawful Acts of Violence at Airport Serving International Civil Aviation, signed at Montreal on 24 February 1988 as well as with any other convention and protocol relating to the security of civil aviation which both Contracting Parties adhere to.

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 to the extent that such security provisions are applicable to the Contracting Parties. They shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 of this Article 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.

6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorization and technical permissions of the airlines of that Contracting Party. When required by an emergency, a Contracting Party may take interim action prior to the expiry of fifteen (15) days.

ARTICLE 8 AVIATION SAFETY

1. Each Contracting Party shall recognize as valid, for the purpose of operating the agreed services provided for in the present Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Contracting Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards that may be established pursuant to the Convention.

2. Each Contracting Party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Contracting Party or by third country.

3. Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, flight crew aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of the receipt of that request.

4. If, following Such consultations, one Contracting Party finds that the other Contracting

Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 3 of this Article that meet the Standards established at that time pursuant to the Convention, the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the Standards of the International Civil Aviation Organization. The other Contracting Party shall then take appropriate corrective action within an agreed time period.

5. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of another Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search by the authorized representatives of the other Contracting Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search is to verify the validity of the relevant documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the Standards established at that time pursuant to the Convention.

6. When urgent actions is essential to ensure the safety of an airline operation, each Contracting party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Contracting Party.

7. Any actions by one Contracting Party in accordance with paragraph 6 of this article shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 9 EXEMPTION OF DUTIES AND TAXES

1. When an aircraft operated on the agreed services by the designated airline of one Contracting Party arrives in the territory of the other Contracting Party, the said aircraft and its 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, 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 all 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) carried into the territory of the other Contracting Party and intended for use on aircraft operated on the agreed services by the designated airline, 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) imported into the territory of the other Contracting Party for the maintenance or repair of aircraft operated on the agreed services by the designated airline.

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 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 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 exemptions 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 provided.

8. The taxation regulations of each Contracting Party shall apply, until a special taxation arrangement in relation to operation of the agreed services is reached between the two Contracting Parties.

**ARTICLE 10
DIRECT TRANSIT**

Passengers, baggage and cargo in direct transit across the area of either Contracting Party and not leaving the area of the airport reserved for such purposes shall, unless security measures against violence, air piracy and smuggling of narcotics drugs require differently, be subject to no more than 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 airlines 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 airlines of the other Contracting Party shall not be higher than those which have to be paid by its national aircraft operating on scheduled international services.
3. Each Contracting Party shall encourage consultations between the competent charging authorities or bodies in its territory and the designated airlines using the services and facilities, and shall encourage the competent charging authorities or bodies and the designated airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs 1 and 2 of this Article. Each Contracting Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in user charges to enable users to express their views before charges are made.

ARTICLE 12
COMMERCIAL ACTIVITIES

1. The designated airlines of one Contracting Party shall be permitted to maintain adequate representations in the territory of the other Contracting Party. These representations may include commercial, operational and technical staff which may consist of transferred or locally engaged personnel.

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 airlines designated by the other Contracting Party may exercise their activities in an orderly manner.

3. In particular, each Contracting Party grants to the designated airlines of the other Contracting Party the right to engage in the sale of air transportation in its territory directly and, at the airlines' discretion, through its agents. The airlines 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 in freely convertible currencies of other countries, subject to the laws and foreign exchange regulations applicable of the said Contracting Party.

4. The designated airlines of either Contracting Party may enter into marketing arrangements such as blocked space, code sharing or other commercial arrangements, with airlines of either Contracting Party, or airlines of a third country, provided that such airlines hold the appropriate operational authorisation.

ARTICLE 13
CONVERSION AND TRANSFER OF REVENUES

The designated airlines shall have the right to convert and remit to their country, at the official rate of exchange prevailing on the date of remittance, receipts in excess of sums locally disbursed in due proportion to the carriage of passengers, baggage, cargo and mail. If payments between the Contracting Parties are regulated by a special agreement, this special agreement shall apply.

ARTICLE 14
TARIFFS

1. The tariffs to be charged by the designated airline or airlines of one Contracting Party for carriage to or 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, characteristics of services, commission rates, reasonable profit and the tariffs of the other airlines.

2. The aeronautical authorities of one Contracting Party may require that tariffs should be submitted to them, and in such case the filing shall take place at the earliest sixty (60) days before the proposed date of their introduction. If neither of the aeronautical authorities has expressed its dissatisfaction with any tariff proposed in accordance with this paragraph within a period of sixty (60) days before the proposed date of their introduction, the tariff shall be considered as approved.

3. If the aeronautical authorities of one Contracting Party consider that one or more tariffs offered by a designated airline of the other Contracting Party do not meet the criteria defined in paragraph 1 of the present Article, they may, without prejudice of the application of the provisions of paragraph 5 of this Article, request consultations on this matter with the aeronautical authorities of the other Contracting Party. Such consultations shall take place within a period of sixty (60) days of the receipt of the request. Where appropriate, the aeronautical authorities of the Contracting Parties shall then endeavor to determine the tariffs by agreement between themselves.

4. If the aeronautical authorities of the Contracting Parties cannot agree on the approval of any tariff submitted to them under paragraph 3 of this Article, the dispute shall then be settled in accordance with the provisions of Article 17 (Consultations) and Article 18 (Settlement of Disputes) of this Agreement.

5. A tariff established in accordance with the provisions of the present Article shall remain in force, except if removed by the concerned designated airline or airlines, until the possible limit of its validity or until new tariffs have been submitted. Nevertheless, tariffs shall not be prolonged by virtue of the present paragraph for more than twelve (12) months after the date on which they would otherwise have expired, except in case of a specific agreement between the Contracting Parties. The aeronautical authorities of both Contracting Parties may however, intervene when the tariffs which are unreasonably discriminatory, unduly high or restrictive because of an abuse of dominant position, or artificially low because of direct or indirect subsidy or support, or may result in a price dumping.

ARTICLE 15
TIMETABLE SUBMISSION

1. Each Contracting Party may require notification to its aeronautical authorities of the envisaged time-tables by the designated airlines of the other Contracting Party not less than sixty (60) days prior to the operation of the agreed services. The same procedure shall apply to any modification thereof.

2. For supplementary flights which the designated airlines of one Contracting Party wishes to operate on the agreed services outside the approved time-table it has to request prior permission from the aeronautical authorities of the other Contracting Party. Such request shall usually be submitted at least three (3) working-days before operating such flights.

ARTICLE 16
PROVISION OF STATISTICS

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

ARTICLE 17
CONSULTATIONS

Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of the present Agreement. Such consultations, which may be between the aeronautical authorities, shall begin at the earliest possible date but not later than sixty (60) days from the date the other Contracting Party receives the written request, unless otherwise agreed by the Contracting Parties. Each Contracting Party shall prepare and present during such consultations relevant evidence in support of its position in order to facilitate informed, rational and economic decisions.

ARTICLE 18
SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation of application of this Agreement, the aeronautical authorities of the two Contracting Parties shall in the first place endeavor to settle the dispute by negotiation.



2. If the Aeronautical Authorities of the two Contracting Parties fail to reach a settlement of the said dispute, it shall be settled through diplomatic channels.

3. The Contracting Parties shall comply with any decision delivered in application of this Article.

ARTICLE 19 MODIFICATIONS

1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement or its Annex, it may at any time request consultation with the other Contracting Party, and such consultation may be conducted through discussion or by correspondence.

2. The consultation referred to in paragraph (1) of this Article may also be held between the aeronautical authorities of the Contracting Parties.

3. Any amendment to this Agreement shall come into force when it has been confirmed by an exchange of notes through diplomatic channels.

4. 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 modified so as to conform to the provision of such convention.

ARTICLE 20 TERMINATION

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, 12 months after the date that one Contracting Party receives the notice of termination, unless the notice is withdrawn by mutual agreement before the expiry of this period.

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

**ARTICLE 21
REGISTRATION**

The present Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

**ARTICLE 22
ENTRY INTO FORCE**

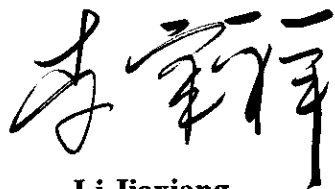
The Agreement shall enter into force on the date of its signature.

Upon entry into force, the present Agreement shall supersede any previous arrangements between the People's Republic of China and the United Republic of Tanzania in relation to civil air transport.

In witness thereof the undersigned being duly authorized by their respective Governments have signed the present Agreement.

DONE in duplicate at ~~Sanya~~ On this 11th day of April 2008 in the Chinese and English language. Both texts being equally authentic.

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



**Li Jiayang
Administrator
Civil Aviation Administration of China**

**FOR THE GOVERNMENT OF THE
UNITED REPUBLIC OF TANZANIA**



**Hon. Andrew Chenge
Minister
Infrastructure Development of
the United Republic of Tanzania**

**ANNEX
ROUTE SCHEDULE**

Routes on which the scheduled international air services will be operated in both directions by the designated airlines of the People's Republic of China:

Original Points:	Points in the People's Republic of China
Intermediate Points:	any point
Destination Points:	Points in the United Republic of Tanzania
Points beyond:	any point

Routes on which the scheduled international air services will be operated in both directions by the designated airlines of the United Republic of Tanzania:

Original Points:	Points in the United Republic of Tanzania
Intermediate Points:	any point
Destination Points:	Points in the People's Republic of China
Points beyond:	any point

NOTES:

1. Any point or several points on the specified routes may at the option of the designated airlines of either Contracting Party be omitted on all flights or some of them, subject to the interest of the designated airlines of the Contracting Parties and provided that these flights originate and terminate in the territory of the Contracting Party designating the airline.
2. The possible exercise of Fifth Freedom traffic rights shall be agreed upon by the aeronautical authority of each Contracting Party.

