

**AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE PEOPLE'S
REPUBLIC OF CHINA AND THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA**

PREAMBLE

The Government of the People's Republic of China and the Government of the Republic of Colombia hereinafter referred to as the "Parties";

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

Willing to conclude a complementary air services agreement to the abovementioned Convention;

Accepting the objective of this agreement is to benefit the development of the Air Transport between the two countries, permitting the economical and commercial growth of both countries, establishing fair and balance chances for the exportation of the international air transport companies, as it is stated in Article 44 of the Chicago Convention;

Willing to promote mutual interests in the International Air Transport, according to International Civil Aviation Organization's guidelines, to promote the development of the International Air Transport;

Willing to ensure the highest degree of safety and security of International Air Transport;

Have agreed as follows:

ARTICLE 1 DEFINITIONS

For the purposes of the present agreement, unless otherwise stated, the term:

The term "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, insofar as such Annexes and amendments have become effective for both Parties;

The term "Agreement" means the current Air Services Agreement, its Annexes and amendments thereto and modifications;

The term "aeronautical authorities" means, in the case of the People's Republic of China, the Civil Aviation Administration of China; in the case of Republic of Colombia the Unidad especial de Aeronáutica Civil; or in both cases any other authority or person empowered to perform the functions now exercised by the said authorities;

The term "designated airline" means whatever airline, designated by one of the Party, through a written note to the other Party to operate the air services on the specified routes stated in the Annex to this agreement, and to which the other Party has given the appropriate authorizations, according to Article 3 (Designation and Authorization) of this agreement;

The term "territory" in relation to a "State" means the land areas and territorial waters adjacent thereto and the airspace above them under the sovereignty of that State;

The term "air service", "international air service", "airline", and "stop for non-traffic purposes", have the meanings assigned to them in Article 96 of the Convention;

The term "exclusive cargo air service" refers to every air service done by an aircraft exclusively for cargo and mail public transportation;

The term "capacity" is the amount(s) of services provided under the agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo offered in a market (city pair, or country-to-country) or on a route during a specific period, such as daily, weekly, seasonally or annually;

The term "tariff" means any fare, rate or charge, the prices to be paid for the carriage of passengers, baggage and/or cargo, excluding mail, in air transportation, charged by airlines, including their agents and the conditions governing the availability of such fare, rate or charge;

The term "annex" means the annex or annexes to this agreement or an amendment to it or them. The annex is an integral part of the Agreement, and whatever reference made to the agreement, will be done to the annex too, unless it would be stipulated clearly in other way;

The term "international air transportation" is air transportation in which the passengers, baggage, cargo and mail which are taken on board in the territory of one State are destined to another State;

The term "Party" is a State which has formally agreed to be bound by this agreement.



**ARTICLE 2
GRANT OF RIGHTS**

1. Each Party grants to the other Party the specified rights in this Agreement to enable its designated air lines to establish and operate international air services on the specified routes in the annex. Those routes and services will be named "Agreed Services" and "Specified Routes" respectively.

2. Subject to the provisions of this Agreement, the airline(s) designated by each Party shall enjoy the following rights:

a) the right to fly without landing across the territory of the other Party along the air route(s) prescribed by the aeronautical authorities of the other Party;

b) the right to make stops in the territory of the other Party for non-traffic purposes, subject to the approval of the aeronautical authorities of the other Party;

c) To land for commercial purposes on the specified routes, subject to the agreement between the aeronautical authorities of both Parties, to embark or disembark international passengers, cargo and mail traffic separately or in combination.

3. The airlines of each Party, other than those designated under Article 3 (Designation and Authorization) of this Agreement, shall also enjoy the rights specified in paragraphs 2 a) and b) of this Article.

4. Nothing in paragraph 2 shall be deemed to confer on the designated airline(s) of one Party the privilege of taking on board, in the territory of the other Party, passengers, cargo and mail for remuneration and destined for another point in the territory of the other Party.



**ARTICLE 3
DESIGNATION AND AUTHORISATION**

1. Both Parties shall have the right to designate, through a written notification to the other Party, one or more airlines for purposes of allowing those airlines to operate the agreed services on the routes specified under this Agreement.

2. Once a Party receives from the other Party the designation and application for the designated airline in the mode and manner prescribed for authorization and operation, the said Party shall grant the relevant authorization to operate in the shortest span of time and the minimum filing steps possible provided that:

a) the substantial ownership and effective control of the designated airline remains vested in the designating Contracting Party or its nationals;

b) the Party designating the airline has and maintains effective regulatory control of the airline;

c) the Party designating the airline is in compliance with the provisions set forth in Article 7 (Safety) and Article 8 (Aviation Security);

d) the designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.

3. Among the regulatory control evidence, they should provide information such as if the airline holds a license or a valid operating permit issued by the designating aeronautical authority in the form of an Operator Certificate (AOC) that meets the criteria of the designating Party for the operation of international air services, such as proof of ability to meet public interest requirements and obligations of service guarantee, and that the designating Party has and maintains surveillance programs for safety and security aviation in compliance with ICAO standards.

ARTICLE 4
WITHHOLDING, REVOCATION AND LIMITATION OF AUTHORIZATION

1. The aeronautical authorities of each Party shall have the right to withhold the authorizations referred to in Article 3 (Designation and Authorization) of this Agreement with respect to an airline designated by the other Party and to revoke and suspend such authorizations or impose conditions on the same, temporarily or permanently:

- a) if they consider that the substantial ownership and effective control of the designated airline are not vested in the designating Contracting Party or its nationals;
- b) if they consider that the Party which designates the airline does not have and maintains effective regulatory control of the airline;
- c) the Party designating the airline is not in compliance with Article 7 (Safety) and Article 8 (Aviation Security) of this Agreement; or
- d) if such designated airline is not qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.

2. Unless immediate actions are necessary to prevent violation of laws and regulations mentioned above or unless safety or aviation security measures required under the provisions of Article 7 (Safety) or Article 8 (Aviation Security), the rights enumerated in paragraph 1 of this Article shall be exercised only after consultation by the aeronautical authorities in accordance with Article 20 (Consultations) of this Agreement.



ARTICLE 5
APPLICATION OF LAWS

1. The laws and regulations of one of the Parties relative to the arrival and departure to its country of one aircraft participating in the international air navigation or their exploitation and navigation meanwhile they are in its territory, will be applied to those aircraft of the airlines designated by the other Party, and they will have to be fulfilled by those aircraft arriving, departing and stay in the territory of the first Party.
2. The laws and regulations of one Party relating to the entry into, stay in, transit and departure from its territory of passengers, crew and cargo including mail such as those regarding immigration, customs, currency and health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airline of the other Party while they are within the said territory.
3. When applying such laws and rules, the Parties, under similar circumstances will confer to the designated airlines of the other Party a treatment not less favorable than the one provided to their own airlines or whatever other airline that provides identical international air services.
4. Passengers, equipment and cargo in direct transit, through the territory of whatever of the Parties and if they do not leave the restricted areas of the airport, will be subject to what is predicted in numeral 4.4.2 of 17 annex of ICAO.



ARTICLE 6
RECOGNITION OF CERTIFICATES AND LICENSES

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Party and still in force shall be recognized as valid by the other Party for the purpose of operating the agreed services provided that the requirements under which such certificates and licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

2. Each Party reserves the right, however, to refuse to recognize for the purpose of flights above or landing within its own territory, certificates of competency and licenses granted to its own nationals by the other Party.



ARTICLE 7 SAFETY

1. Each Party may request consultations at any time concerning the safety standards maintained by the other 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 that request.
2. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 that meet the standards established at that time pursuant to the Convention, the other Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO standards. The other Party shall then take appropriate corrective action within an agreed time period.
3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Party, on service to or from the territory of another Party, may, while within the territory 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 aircraft 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.
4. When urgent action is essential to ensure the safety of an airline operation, each Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Party.
5. Any action by one Party in accordance with paragraph 4 above shall be discontinued once the basis for the taking of that action ceases to exist.
6. With reference to paragraph 2, if it is determined that one Party remains in non-compliance with ICAO standards when the agreed time period has elapsed, the Secretary General of ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.
7. One Party will not take effective measures, consisting in deny, annul, discontinue or make conditional the authorizations of one or more designated air lines by the other Party, as far as those airlines demonstrate to the authorities of the first Party that they fulfill the international standards to guarantee the safety of their operations, through international certifications about operational safety established by ICAO.

ARTICLE 8 AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the 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 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, as well as with any other convention and protocol relating to the security of civil aviation which both Parties adhere to.

2. The 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 Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by ICAO and designated as Annexes to the Convention; 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. Each Party shall advise the other Party of any difference between its national regulations and practices and the aviation security standards of the Annexes. Either Party may request immediate consultations with the other Party at any time to discuss any such differences.

4. Each one of the Parties certifies they are Contracting States of the agreement about International Civil Aviation and of the protecting instruments against the acts of illicit interference about aviation, according to what is established in annex 17 (Security – Protection of the International Civil Aviation against the acts or illicit interference) and the rules of this annex are being applied to all international flights. Therefore for the passengers and baggage in transit or in transference, permanent procedures are available to guarantee proper inspections at their origin point till embark of the leaving aircraft, at the transference airport, according to numeral 4.4.2 of the ICAO annex 17.

5. Each one of the Parties agrees to be able to demand to its operators to fulfill with the security aviation arrangements mentioned in the previous paragraph 3 and demanded by the other Party related to the entry, stay and exit of its territory. Each Party must be sure, in its territory, that measures be effectively adopted to protect the aircraft, and inspect passengers, crews, baggage and hand luggage as well as the cargo, mail, the supplies onboard of the aircrafts, before and during the passengers and cargo's embark. Each Party should consider favorably whatever request from the other Party to adopt special reasonable security measures to face a determined menace.

6. 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 Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

7. Each Party shall also give sympathetic consideration to any request from the other Party for reasonable special security measures to meet a particular threat.



**[ARTICLE 9
USER CHARGES**

Chinese Proposal

1. Neither Party shall impose or permit to be imposed on the designated airlines of the other Party user charges higher than those imposed on any airlines of other States operating similar international services.

Colombian Proposal

1. Neither Party shall impose or permit to be imposed on the designated airlines of the other Party user charges higher than those imposed on its own airlines operating similar international services.

2. Each Party shall encourage consultations on user charges between its competent charging authority [or airport or air navigation service provider] and airlines using the service and facilities provided by those charging authorities [or service provider], where practicable through those airlines' representative organizations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Party shall further encourage its competent charging authority [or service provider] and such users to exchange appropriate information concerning user charges.]

ARTICLE 10 CUSTOMS DUTIES

(1) When an aircraft operated on the agreed services by the designated airline(s) of one Party arrives in the territory of the other 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 Party and intended for use on aircraft operated on the agreed services by the designated airline(s), even when such equipment and items are to be used on part of the journey performed over the territory of the other Party;

(b) spare parts (including engines) introduced into the territory of the other Party for the maintenance or repair of aircraft operated on the agreed services by the designated airline(s).

(3) The equipment and items referred to in paragraphs (1) and (2) of this Article may be unloaded in the territory of the other Party with the approval of the Customs authorities of the other Party. Such equipment and items shall be kept under the supervision or control of the Customs authorities of the other Party up to such time as they are re-exported, or otherwise disposed of in accordance with the customs regulations of the other Party.

(4) The exemption provided for in paragraphs (1) and (2) of this Article shall also be available where a designated airline of one Party has contracted with other airline(s), which similarly enjoy(s) such exemptions in the territory of the other Party, for the loan or transfer in the territory of the other 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(s) of one Party into the territory of the other Party, shall be exempt on the basis of reciprocity from all customs duties, taxes, inspection fees and other similar fees and charges.

[ARTICLE 11
TAXATION

Chinese Proposal:

(1) The revenues and profit realized by the designated airline(s) of each Party within the territory of the other Party in connection with operation of the agreed services shall be exempt from all taxes.

(2) The property of the designated airline(s) of each Party within the territory of the other Party shall exempt from all taxes on the basis of reciprocity.

(3) Wages, salaries and other similar remuneration received by the employees of the representation of the designated airline(s) of either Party, who are nationals of the first Party, shall be exempt from all taxes on the basis of reciprocity by the other Party.

Colombian Proposal:

(1) The income of the designated airline(s) of each Contracting Party within the territory of the other Contracting Party in connection with operation of the agreed services shall be exempt from income taxes.

(2) The capital of the designated airline(s) of each Contracting Party within the territory of the other Contracting Party in connection with operation of the agreed services shall be exempt from tax on the capital on the basis of reciprocity.]

**ARTICLE 12
CAPACITY**

1. The air transport services available to the traveling public should bear a close relationship to the requirements of the public for such transport.
2. The designated airline or airlines of each Party shall have a fair and equal opportunity to operate on any specified route between the territories of the two Parties.
3. Each Party shall take into consideration the interests of the airlines of the other Party so as not to affect unduly their opportunity to offer the services covered by this Agreement.
4. Services provided by a designated airline under this Agreement shall retain as their primary objective the provision of capacity adequate to the traffic on the specified routes.
5. Consultations between the Parties shall be arranged whenever a Party requests that the capacity provided under the Agreement be reviewed to ensure the application of the principles in the Agreement governing the conduct of the services.



**ARTICLE 13
TARIFFS**

1. Each Party shall allow prices for air transportation to be established by each airline based upon commercial considerations in the marketplace. Intervention by the Parties shall be limited to:

- a. prevention of unreasonably discriminatory prices or practices;
- b. protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and
- c. protection of airlines from prices that are artificially low due to direct or indirect governmental subsidy or support.

2. Either Party may require notification to or filing with its aeronautical authorities of prices to be charged to or from its territory by airlines of the other Party. Such notification or filing by the airlines may be required to be made no later than twenty (20) days before the initial offering of a price.

3. Neither Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by (i) an airline of either Party for international air transportation between the territories of the Parties, or (ii) an airline of one Party for international air transportation between the territory of the other Party and any other country, including in both cases transportation on an interline or intraline basis. If either Party believes that any such price is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. Without such mutual agreement, the price shall go into effect or continue in effect.

ARTICLE 14
FAIR COMPETITION

1. The designated airlines of both Parties shall have a fair and equal opportunity to operate the agreed services in the specified routes.
2. Each Party will take appropriate actions in its jurisdiction to eliminate discrimination, anticompetitive or predatory practices for the exercise of the stipulated rights in this agreement.
3. The Parties shall inform each other about their competition laws, policies and practices or changes thereto, and any particular objectives thereof, which could affect the operation of air transport services under this agreement and shall identify the authorities responsible for their implementation.
4. The Parties shall, to the extent permitted under their own laws and regulations, assist each other's airlines by providing guidance as to the compatibility of any proposed airline practice with their competition laws, policies and practices.



ARTICLE 15
CURRENCY CONVERSION AND REMITTANCE OF EARNINGS

Each Party shall permit airline(s) of the other Party to convert and transmit abroad to the airline(s) choice of State, on demand, all local revenues from the sale of air transport services and associated activities directly linked to air transport in excess of sums locally disbursed, with conversion and remittance permitted promptly without restrictions, discrimination or taxation in accordance with the foreign exchange regulations of the other Party. The conversion and remittance of such revenue shall be effected in convertible currencies at the effective rate of exchange prevailing on the date of remittance.



ARTICLE 16
SALE AND MARKETING OF AIR SERVICE PRODUCTS

1. Each Party shall accord airlines of the other Party the right to sell and market international air services and related products in its territory (directly or through agents or other intermediaries of the airline's choice), including the right to establish offices, both on-line and off-line.

ARTICLE 17
NON-NATIONAL PERSONNEL AND ACCESS TO LOCAL SERVICES

1. The designated airline or airlines of one Party shall be allowed, on the basis of reciprocity, to bring into and to maintain in the territory of the other Party their representatives and commercial, operational and technical staff as required in connection with the operation of the agreed services.
2. These staff requirements may, at the option of the designated airline or airlines of one Party, be satisfied by its own personnel or by using the services of any other organization, company or airline operating in the territory of the other Party and authorized to perform such services for other airlines.
3. The representatives and staff shall be subject to the laws and regulations in force of the other Party, and consistent with such laws and regulations:
 - a) each Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article; and
 - b) both Parties shall facilitate and expedite the requirement of employment authorizations for personnel performing certain temporary duties not exceeding ninety (90) days.

**ARTICLE 18
STATISTICS**

The aeronautical authorities of each Party shall provide to the aeronautical authorities of the other Party, at its request, periodic statistics or other information that reasonably may be required to review the capacity offered in operating the agreed services by the designated airlines of the first Party. These reports shall include information required to determine the amount of traffic carried by those airlines on the agreed services and points of embarkation and disembarkation of such traffic.



ARTICLE 19
APPROVAL OF SCHEDULES

1. The designated airline of each Party shall submit its envisaged flight schedules for approval to the aeronautical authorities of the other Party at least sixty (60) days prior to the operation of the agreed services. Any modification thereof shall be submitted for consideration at least thirty (30) days prior to the operation.

2. For supplementary flights which the designated airline of one Party wishes to operate on the agreed services outside the approved timetable, that airline must request prior permission from the aeronautical authorities of the other Party. Such requests shall usually be submitted at least five (5) working days prior to the operation of such flights.



**ARTICLE 20
CONSULTATIONS**

Either Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than 60 days from the date the other Party receives the request unless otherwise agreed. Any proposed amendment resulting from consultations shall be subject to Article 21(Amendments).



**ARTICLE 21
AMENDMENTS**

1. Amendments to this Agreement shall enter into force on the date of the later note in an exchange of diplomatic notes between the Parties confirming that all necessary internal procedures necessary for entry into force of the amendments have been completed.

2. If the Amendment relates only to the provisions of the Annex, it may be agreed upon between the aeronautical authorities of both Parties and shall become effective from the date of the agreement between both aeronautical authorities.



ARTICLE 22
SETTLEMENT OF DISPUTES

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

2. If the aeronautical authorities of the Parties fail to reach a settlement of the said dispute, the Parties shall settle such dispute through diplomatic channels.



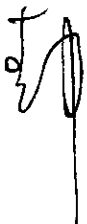
ARTICLE 23
MULTILATERAL AGREEMENTS

If both Parties become parties to a multilateral agreement that addresses matters covered by this agreement, they shall consult to determine whether this agreement should be revised to take into account the multilateral agreement.



**ARTICLE 24
TERMINATION**

Either Party may at any time give notice to the other Party through diplomatic channels of its decision to terminate this Agreement. This notice will be communicated simultaneously to the International Civil Aviation Organization. This agreement will then terminate a year after the other Party receives the respective notification, unless, through a mutual agreement, the Parties withdraw it before the expiry of this period. In default of acknowledgement of receipt by the other 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 25
REGISTRATION WITH ICAO

This agreement and all its modifications must be registered, after its signature to the International Civil Aviation Organization.



**ARTICLE 26
ENTRY INTO FORCE**

1. This Agreement shall enter into force from the date of the later note in an exchange of diplomatic notes between the Parties confirming that all necessary internal procedures for entry into force of the Agreement have been completed.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at _____, this _____ day of _____, 20____, in two originals, in the Chinese, Spanish and English languages, both texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

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

**For the Government of
Republic of Colombia**

**ADMINISTRATOR
CIVIL AVIATION
ADMINISTRATION OF CHINA**

**DIRECTOR GENERAL
UNIDAD ADMINISTRATIVA
ESPECIAL DE AERONAUTICA CIVIL**



ANNEX

I. Route Schedule

1. The route of the agreed passenger and/or all-cargo services operated by the airlines designated by the Government of the People's Republic of China shall be as follows in both directions:

(1)	(2)	(3)	(4)
Points in China	Intermediate Points Any Point	Points in Colombia	Points beyond Any Point

Note: The designated airline(s) of the People's Republic of China may omit, on any or all flights, at any of the points in columns (2) and (4) above, provided that the agreed services on these routes begin and terminate at a point in column (1).

2. The route of the agreed passenger and/or all-cargo services operated by the airlines designated by the Government of the Republic of Colombia shall be as follows in both directions:

(1)	(2)	(3)	(4)
Points in Colombia	Intermediate Points Any Point	Points in China	Points beyond Any Point

Note: The designated airline(s) of the Republic of Colombia may omit, on any or all flights, at any of the points in columns (2) and (4) above, provided that the agreed services on these routes begin and terminate at a point in column (1).

II. Capacity Entitlements

1. Both Delegations agreed that the designated airlines of each Party shall have the right to operate up to fourteen (14) weekly frequencies for passenger/combination services with any aircraft type on the routes specified in the Route Schedule annexed to the ASA.

2. Both delegations agreed that the designated airlines of each Party shall have the right to operate up to fourteen (14) weekly frequencies for all cargo services with any aircraft type on the routes specified in the Route Schedule annexed to the ASA.

3. Both Parties may authorize, by common agreement, additional capacity increases in order to address special market conditions.

III. Fifth Freedom Traffic Rights

Both delegations agreed that when operating passenger/combination and/or all cargo services on the specified routes, the airlines(s) of either Party shall be entitled to operate a total of fourteen (14) weekly frequencies with fifth freedom traffic rights at two (2) intermediate point(s) and/or two (2) beyond point(s) to be jointly agreed between the aeronautical authorities of both Parties.

IV. Cooperative agreements

1. When operating or holding out the agreed air services on the specified routes, including up to points beyond, the designated airlines of either Contracting Party may enter into cooperative agreements such as code share, blocked space, among others, with:

(a) An airline or airlines of China;

(b) An airline or airlines of Colombia; and/or

(c) An airline or airlines of a third country provided such third country authorizes or allows similar agreements among airlines of the other Contracting Party and other airlines in services to, from and through that third country.

2. When a designated airline performs services under cooperative marketing arrangement as the operating carrier, the total capacity offered by the airlines will be counted against the capacity entitlements of the Contracting Party designating the airline. When a designated airline performs services under cooperative marketing arrangement as the marketing carrier, the total capacity offered by the airline will not be counted against the capacity entitlement of the Contracting Party designating the airline.

3. All airlines operating or holding out the above services shall hold the appropriate authorization and shall meet the requirements normally applied to such arrangements.

4. The designated airlines of both Contracting Parties shall, when holding services out for sale, in terms of code share, blocked-space or other joint venture arrangements, make it clear to the purchaser at the point of sale which airline will be the operating airline on each sector of the service and with which airline(s) the purchaser is entering into a contractual relationship.

5. All code-share arrangements are subject to approval by the aeronautical authorities of both Parties. (These authorities of each Party will decide within a month the submitted requests to their consideration).

V. Unique Designator Code

Each Party shall accept the authorization of the designator code that the other Party has granted to its airlines to identify its flights.

VI. Leasing Arrangements

Any designated airline of either Party may operate the capacity entitlements by using their own aircraft, leased aircraft, or by using aircraft and crew from other companies, provided that:

(a) the operating aircraft and crew comply with the requirements concerned of both Parties;

(b) When the designated airline of each Party uses wet-leased aircrafts of airlines of third country, it shall not cause the lease-holder airline exercise traffic rights it does not have, according to the policies and guidelines of each country.

(c) The wet-leased aircraft from third countries should only be allowed on a temporary basis with duration no more than six months, and the designated airlines concerned shall submit liability, insurance and other relevant documents to relevant authorities of both Parties as required while filing the applications.

(d) The leasing contracts will be subject to the established requirements for this operation.

VII. Non-scheduled flights / Charters

1. The provisions of the ASA, except those dealing with traffic rights, capacity and tariffs shall be applicable also to non-scheduled flights operated by an air carrier of one Contracting Party into or from the territory of the other Party and to the air carrier operating such flights.

2. Each Party shall give sympathetic consideration to applications for non-scheduled flights between their territories for passengers and cargo in accordance with their respective laws and regulations.

