

**AIR TRANSPORT AGREEMENT BETWEEN
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
AND THE GOVERNMENT OF THE REPUBLIC OF KAZAKHSTAN**

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

Desiring to facilitate friendly contacts between their two peoples and develop mutual relations between the two countries in the field of civil aviation;

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

Have agreed on the establishment and operation of air services between and beyond their respective territories as follows:

**Article 1
Definitions**

1. For the purpose of this 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 Annex or Convention under Articles 90 and 94 thereof insofar as they have become effective 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, or any person or agency authorized to perform the functions presently exercised by the said Administration; and in the case of the Republic of Kazakhstan, the Ministry of Transport, or any person or agency authorized to perform the functions presently exercised by the said Ministry;
 - c) the term "territory" in relation to a State means the land area, territorial sea, inland water and the air space above them under the sovereignty of that State;
 - d) the term "air service" means any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo;
 - e) the term "international air service" means an air service which passes through the air space over the territory of more than one State;
 - f) the term "airline" means any air transport enterprise offering or operating an international air service;
 - g) the term "designated airline" means an airline which has been designated and authorized in accordance with Article 3 of the present Agreement;
 - h) the term "stop for non-traffic purpose" means a landing for any purpose other than taking on or discharging passengers, cargo or mail;

- i) the term “capacity” means:
 - 1) in relation to an aircraft, the payload of that aircraft available on a route or section of a route;
 - 2) in relation to an air service, the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period on a route or section of a route.
 - j) the term “tariff” means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary service, but excluding remuneration and conditions for the carriage of mail;
2. Annex to the present Agreement forms its integral part.

Article 2

Traffic Rights

- (1) Each contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the Annex. Such services and routes are hereafter called “the agreed services” and “the specified routes” respectively.
- (2) Subject to the provisions of this Agreement, the designated airline of each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following rights:
 - (a) to fly without landing across the territory of the other Contracting Party along the air route(s) prescribed by the aeronautical authorities of the other Contracting Party;
 - (b) to make stops for non-traffic purposes in the territory of the other Contracting Party, at point(s) to be agreed upon between the aeronautical authorities of both Contracting Parties; and
 - (c) to make stops in the territory of the other Contracting Party at the point(s) specified for that route in the Annex to the present Agreement for the purpose of taking on and/or putting down international traffic in passengers, cargo and mail.
- (3) Nothing in this article shall be deemed to confer on the airline of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers, cargo and mail at one point and destined for another point in the territory of that other Contracting Party.

Article 3

Airline Designation and Authorization

- (1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline to operate the agreed services on the specified route, and to withdraw or alter such designation.
- (2) The substantial ownership and effective control of the airline designated by each

Contracting Party shall remain vested in such Contracting Party or its nationals.

- (3) The aeronautical authorities of the other Contracting Party may require the airline designated by the first Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied by them to the operation of international air services by the said authorities.
- (4) On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (2) and (3) of this Article, grant to the airline so designated the appropriate operating authorization without unreasonable delay.
- (5) When an airline has been so designated and authorized, it may commence operation of the agreed services from the date agreed upon between the aeronautical authorities of the two Contracting Parties in accordance with the relevant provisions of this Agreement.

Article 4

Suspension and Revocation

- (1) Each Contracting Party shall have the right to suspend the exercise of the rights specified in Article 2 of the present Agreement by the airline designated by the other Contracting Party, or to revoke the operating authorization, or to impose such conditions as it may deem necessary on the exercise of these rights:
 - (a) in any case where it is not satisfied that the substantial ownership and effective control of the said airline are vested in the Contracting Party designating the airline or in its national; or
 - (b) in the case of failure by the said airline to comply with the laws or regulations of the Contracting Party granting these rights; or
 - (c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.
- (2) Unless immediate suspension, revocation or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultations with the other Contracting Party. In such a case consultations shall begin within a period of sixty (60) days from the date of request made by either Contracting Party for consultations.

Article 5

Application of Laws and Regulations

- (1) The laws and regulations of one Contracting Party relating to the admission to, stay in the departure from its territory of aircraft engaged in the international operation shall be applicable to the aircraft of the designated airline of the other Contracting Party, while entering, within, and departing from the territory of the first Contracting Party.

- (2) The laws and regulations of one Contracting Party relating to admission to, stay in or departure from its territory of passengers, crew, cargo or mail, such as regulations relating to entry, passports, customs and quarantine, shall be applicable to the passengers, crew, cargo or mail carried by the aircraft of the designated airline of the other Contracting Party while entering, within and departing from the territory of the first Contracting Party.
- (3) Passengers, baggage and cargo in direct transit and not leaving the area of the airport reserved for such purpose shall be subject to no more than a simplified control.
- (4) Baggage, cargo and mail in direct transit shall be exempt from customs duties and other similar taxes.

Article 6

Recognition of Certificates and Licences

- (1) Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the Purpose of operating the agreed services.
- (2) Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals or rendered valid by another State.

Article 7

Capacity Regulations

The capacity to be operated on the agreed scheduled air services shall be subject to the following conditions:

- (1) There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes.
- (2) In operating the agreed services, the airline of each Contracting Party shall take into account the interests of the airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.
- (3) The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision of capacity adequate to meet the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territories of the Contracting Parties.
- (4) Provisions for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of States other than that designating the airline(s), shall be made in accordance with the general principle that capacity shall be related to:
 - (a) traffic requirements between the country of origin and the countries of destination;
 - (b) traffic requirements of the area through which the airline(s) pass(es), after taking

account of local and regional services established by airlines of the States comprising the area; and

(c) the requirements of through airline operation.

- (5) The schedules of the agreed services shall be submitted for approval to the aeronautical authorities of both Contracting Parties at least sixty (60) days before the proposed date of their introduction. In special cases, this time limit may be reduced subject to the consent of the said authorities.
- (6) The schedules established for one season in accordance with the provisions of this Article shall remain in force for corresponding seasons until new schedules have been established in accordance with the provisions of this Article.

Article 8

Commercial Arrangements

- (1) Capacity, frequency and type of aircraft shall be agreed upon between the aeronautical authorities of the Contracting Parties.
- (2) The designated airline of either Contracting Party may, according to traffic requirements, apply for operation of additional flight on the specified route. The application for such flight shall be submitted at least three days before its proposed operation to the aeronautical authorities of the other Contracting Party, and the flight can be operated only after approval has been obtained from such authorities.

Article 9

Tariffs

- (1) The tariffs applicable between the territories of the two Contracting Parties shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service (such as speed and standard of accommodation).
- (2) The tariffs referred to in paragraph (1) of this Article shall be agreed upon between the designated airlines of both Contracting Parties, in consultation when necessary and possible with other airlines operating over the whole or part of the same route. The tariffs so agreed shall be submitted to their respective aeronautical authorities at least 45 days prior to the proposed date of introduction of these tariffs and become effective after their approval by the aeronautical authorities of both Contracting Parties.
- (3) If the designated airlines cannot agree on any of these tariffs, the aeronautical authorities of the Contracting Parties shall try to determine the tariffs through consultation.
- (4) If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (2) of this Article or on the determination of any tariff under paragraph (3) of this Article, the matter shall be referred to the Contracting Parties for settlement in accordance with the provisions of Article 19 of this Agreement.
- (5) Pending determination of a new tariff in accordance with the provisions of this Article,

the tariffs already in force shall prevail.

Article 10

Provision of Technical Services and Rate of Charges

- (1) Each Contracting Party shall designate regular airport(s) and alternate airport(s) in its territory to be used by the designated airline of the other Contracting Party for the operation of the agreed services, and shall provide that airline with such communications, navigational, meteorological and other auxiliary services as are required for the operation of the agreed services.
- (2) The designated airline of each Contracting Party shall be charged for the use of airports (including the technical equipment and other facilities and services), communications and navigational facilities and other auxiliary services of the other Contracting Party at fair and reasonable rates prescribed by the appropriate authorities of the other Contracting Party. Such rates shall not be higher than those applicable to any airline of other States engaged in international air services for the use of similar equipment, facilities and services.

Article 11

Exemption From Customs and Other Duties

- (1) Aircraft operated on international services by the airline designated by each Contracting Party, as well as their regular equipment, supplies of fuel and lubricants and the aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.
- (2) There shall also be exempt from the same duties and taxes with the exception of charges corresponding to the service performed:
 - (a) aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the authorities of said Contracting Party, and for use on board the aircraft engaged on a specified route of the other Contracting Party;
 - (b) spare parts entered into the territory of either Contracting Party for the maintenance or repair of aircraft used on a specified route by the designated airline of the other Contracting Party;
 - (c) fuel and lubricants destined to supply aircraft operated on a specified route by the designated airline of either Contracting Party, even if these supplies are to be used on the part of the journey performed over the territory of the other Contracting Party in which they are taken on board.

Materials referred to in sub-paragraphs (a), (b) and (c) above may be required to be kept under customs supervision or control.
- (3) The regular airborne equipment, as well as the materials and supplies retained on board

the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of that other Contracting Party. In such case they shall be placed under the supervision of said authorities up to such time as they are re-exported, or otherwise disposed of in accordance with Customs regulations.

- (4) Printed ticket stock, air waybills and publicity materials introduced into the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting party, shall be exempt on the basis of reciprocity from all the customs duties, taxes, inspection fees and other similar fees and charges.
- (5) The exemption provided for in paragraphs (1), (2) and (3) of this Article shall also be available where a designated airline of one Contracting Party has contracted with another airline, which similarly enjoys such exemptions in the territory of the other Contracting Party, for the loan or transfer in the said territory of the items specified in paragraphs (1), (2) and (3) of this Article.
- (6) The following supplies of the representation of the designated airline of one Contracting Party in the territory of the other Contracting Party shall, when introduced into the said territory, be exempt from customs duties and other duties and taxes on importation on the basis of reciprocity provided these supplies are intended for the airline's own use and do not exceed reasonable limit:
 - (a) office supplies;
 - (b) vehicles for office use;
 - (c) vehicles for special use at airport;
 - (d) vehicles for carriage of passengers, crew members and baggage between the city and airport excluding cars;
 - (e) electronic booking and communication equipment including their spare parts.

Article 12

Representation and Personnel

- (1) For the operation of the agreed services on the specified route, the designated airline of each Contracting Party shall have the right, on reciprocal basis, to set up representation at the point(s) of call on the specified route within the territory of the other Contracting Party.
- (2) The staff members of the representation of the designated airline of each Contracting Party shall be nationals of either Contracting Party; the number of such staff shall be determined between the aeronautical authorities of both Contracting Parties. Such staff shall be subject to the laws and regulations in force of the other Contracting Party.
- (3) Each Contracting Party shall extend assistance and facilities to the representation and its staff members of the designated airline of the other Contracting Party necessary for the efficient operation of the agreed services.
- (4) The crew members of the designated airline of either Contracting Party on flights into and out of the territory of the other Contracting Party shall be nationals of the first Contracting Party. If a designated airline of either Contracting Party desires to employ

crew members of any other nationality on flights into and out of the territory of the other Contracting Party, prior approval shall be obtained from that other Contracting Party.

- (5) Each Contracting Party shall grant to the designated airline of the other Contracting Party the right to sell its transport services on its own transport documents directly in its own sales offices and through its licenced agents in the territory of the first Contracting Party to any customer, in any freely convertible currency if applicable.

Article 13

Taxation

- (1) The revenues and profit received by the designated airline of each Contracting Party within the territory of the other Contracting Party in connection with operation of international services shall be exempt from all taxes by the other Contracting Party.
- (2) The property of the designated airline of each Contracting Party in connection with the operation of the agreed services within the territory of the other Contracting Party shall be exempt from all taxes by the other Contracting Party.
- (3) Wages, salaries and other similar remuneration received by the employees of the representation of the designated airline of either Contracting Party in the territory of the other Contracting Party, who are nationals of the first Contracting Party, shall be exempt from all taxes by the other Contracting Party.

Article 14

Conversion and Remittance of Revenue

- (1) The designated airline of each Contracting Party shall have the right to remit to the Contracting Party designating the airline its revenue received in the territory of the other Contracting Party. The remittance formalities shall be attended in accordance with the relevant regulations of the other Contracting Party, and remittance shall be effected at the latest within ten (10) days after the date of the request.
- (2) 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.
- (3) Each Contracting Party shall facilitate the conversion and remittance of the revenue received in its territory by the designated airline of the other Contracting Party, and assist the said airline in attending to the relevant formalities.

Article 15

Aviation Security

- (1) Consistent with their rights and obligations under international law, the Contracting Parties reaffirm their obligation to each other to protect the security of civil aviation against acts of unlawful interference. 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.

- (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 territory and the operators of airport 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) 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.
- (6) Should a Contracting Party depart from the aviation security provisions of this Article, the aeronautical authorities of the other Contracting Party may request immediate consultations with the aeronautical authorities of that Party.

Article 16

Provision of Statistics

- (1) The aeronautical authorities of one Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request periodic or other statements or statistics.
- (2) Such statements shall include all information required to determine the amount of traffic carried by the airline on the agreed services and the origin and destination of such traffic.

Article 17
Consultation

- (1) The Contracting Parties shall, in the spirit of close cooperation and mutual support, ensure the correct implementation of and satisfactory compliance with the provisions of the Agreement. To this end, the aeronautical authorities of the Contracting Parties shall consult each other from time to time.
- (2) Either Contracting Party may at any time request consultation with the other Contracting Party concerning the Agreement. Such consultation shall begin as soon as possible, and at least within sixty days from the date of receipt of the request by the other Contracting Party unless otherwise agreed to.

Article 18
Amendment and Modification

- (1) If either of the Contracting Parties considers it desirable to amend any provision of this Agreement or its Annex, it may at any time request consultation with the other Contracting Party, and such consultation, which may be between aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of ninety days from the date of receipt of the request by the other Contracting Party, unless both Parties agree to an extension of this period.
- (2) Any amendment to this Agreement or its Annex agreed upon as a result of the consultation referred to in paragraph (1) of this Article shall come into force when it has been confirmed by an exchange of notes through diplomatic channels.

Article 19
Settlement of Disputes

- (1) If any dispute arises between the Contracting Parties relating to the interpretation or implementation of this Agreement, the aeronautical authorities of the two Contracting Parties shall in the first place endeavour to settle the dispute by negotiation.
- (2) If the aeronautical authorities of the Contracting Parties fail to reach a settlement of the said dispute, it shall be settled through diplomatic channels.

Article 20
Termination

- (1) Either Contracting Party may at any time give written notice through diplomatic channels to the other Contracting Party of its decision to terminate the present

Agreement; such notice shall be simultaneously communicated to the Council of the International Civil Aviation Organization.

- (2) In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article 21 Registration

This Agreement and all amendments thereto shall be registered with the Council of the International Civil Aviation Organization.

Article 22 Entry Into Force

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

In witness whereof the undersigned, duly authorized by their respective Governments, have signed the present Agreement.

Done in Beijing in duplicate on this 18th day of October 1993 in the Chinese, Kazakh and English languages, each version being equally authentic.

In case of divergence in the interpretation of any provision of the present Agreement, the English version shall prevail.

Both Contracting Parties also have formal translation of this Agreement in Russian Language.

For the Government
of the People's Republic of China

Jiang Zhuping

For the Government
of the Republic of
Kazakhstan

Annex
Route Schedule

- (1) The route of the agreed services operated by the airline designated by the Government of the People's Republic of China shall be as follows in both directions:
Beijing and Urumqi—Almaty
- (2) The route of the agreed services operated by the airline designated by the Government of the Republic of Kazakhstan shall be as follows in both directions:
Almaty—Urumqi and Beijing
- (3) The designated airline of either Contracting Party may omit on any or all flights, any point on the specified route, provided the agreed services begin and terminate in the territory of the Contracting Party designating the airline.