

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

The Government of the People's Republic of China and the Government of the Republic of Armenia (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;

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

**ARTICLE 1
DEFINITIONS**

For the purpose of the present Agreement, if no other interpretation is given within the context of the Agreement, the below terms shall have the following meanings:

a) The term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, including 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 Civil Aviation Administration of China and, in the case of the Government of the

Republic of Armenia, the Civil Aviation Committee of the Republic of Armenia or, in both cases, any person or body authorized to perform any functions at present exercised by the said authorities or similar functions;

c) The term “agreed services” means international air services on the route(s) specified in the Annex to this Agreement for the transport of passengers, baggage, cargo and mail;

d) The term “designated airline” means any airline, which has been designated and authorized in accordance with Article 3 of the present Agreement;

e) 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;

f) 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;

g) The term “specified route” means a route specified in the Annex to this Agreement;

h) The term “capacity” in relation to agreed services means the available payload of the aircraft used on such services, multiplied by the frequency operated by such aircraft over a given period on a route or section of a route;

i) 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 commission charges and other remuneration for agency or sale of transportation documents, but excluding remuneration and conditions for the carriage of mail;

j) The term “Annex” means the Annex to this Agreement. The Annex forms an integral part of the Agreement and all references to the Agreement shall include reference to the Annex except where otherwise provided; and

k) The term “aircraft” means civil aircraft.

ARTICLE 2 GRANT OF RIGHTS

(1) Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Annex to this Agreement.

(2) Subject to the provisions of this Agreement, the airlines designated by each Contracting Party shall enjoy, while operating international air services, the following rights:

a) The right to fly across the territory of the other Contracting Party without landing along the air routes prescribed by the aeronautical authorities of the other Contracting Party; and

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

c) the right to make stops at the point(s) on the route(s) specified in the Annex to this Agreement for the purpose of taking on board and discharging passengers, baggage, cargo and mail, separately or in combination originating in or destined for the first Contracting Party; and

d) the rights otherwise specified in this Agreement.

(3) The right of the designated airlines of one Contracting Party to take on board and discharge at points in the territory of the other Contracting Party international traffic to or from a third country shall be agreed upon between the aeronautical authorities of the two Contracting Parties.

(4) Nothing in paragraph (2) shall be deemed to confer on the airlines designated by one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers, baggage, cargo including mail for remuneration or hire and destined for another point in the territory of that other Contracting Party.

(5) If because armed conflict, political disturbances or developments, or special and unusual circumstances, the designated airline(s) of one Contracting Party is (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 rearrangements of such routes, including the grant of rights for such time as may be necessary to facilitate viable operations.

ARTICLE 3

AIRLINE DESIGNATION AND REVOCATION

(1) Each Contracting Party shall have the right to designate an airline or airlines for the purpose of operating international air services on the specified routes, and to withdraw the

designation of any airline or to substitute another airline for one previous designated. Such designation shall be effected by virtue of written notification between the aeronautical authorities of both Contracting Parties via the diplomatic channels.

(2) The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to prove that it is qualified to fulfill the conditions prescribed under the laws and regulations applied to the operation of international air services by the said authorities in conformity with the provisions of the Convention.

(3) On receipt of such a designation the other Contracting Party shall grant to the appropriate authorizations and permissions with minimum procedural delay, provided that:

a) In the case of an airline designated by the People's Republic of China:

- (i) it is established in the territory of the People's Republic of China and has a valid Operating License in accordance with the applicable law of the People's Republic of China;
- (ii) the airline is majority owned and effectively controlled by the People's Republic of China and/or by its nationals.

b) In the case of an airline designated by the Republic of Armenia:

- (i) it is established in the territory of the Republic of Armenia and has a valid Operating License in accordance with the applicable law of the Republic of Armenia;
- (ii) the airline is majority owned and effectively controlled by the Republic of Armenia and/or by its nationals.

(4) When an airline has been so designated and authorized in accordance with this Article, it may at any time begin to operate the agreed services, in accordance with the provisions of the present Agreement.

(5) Either Contracting Party may revoke, suspend or limit the operating authorization or technical permissions of an airline designated by the other Contracting Party where:

a) In the case of an airline designated by the People's Republic of China:

- (i) it is not established in the territory of the People's Republic of China and/or does not have a valid Operating License in accordance with the applicable law of the People's Republic of China; or
- (ii) the airline is not majority owned and/or is not effectively controlled by the People's Republic of China and/or by its nationals, or
- (iii) the airline has failed to comply with the laws and regulations referred to in Article 4 (Applicability of Laws and Regulations) of this Agreement.

- b) In the case of an airline designated by the Republic of Armenia:
- (i) it is not established in the territory of the Republic of Armenia and/or does not have a valid Operating License in accordance with the applicable law of the Republic of Armenia;
 - or
 - (ii) the airline is not majority owned and/or is not effectively controlled by the Republic of Armenia and/or by its nationals, or
 - (iii) the airline has failed to comply with the laws and regulations referred to in Article 4 (Applicability of Laws and Regulations) of this Agreement.

ARTICLE 4
APPLICABILITY OF LAWS AND REGULATIONS

- (1) The laws and regulations of one Contracting Party shall apply to the navigation and operation of the aircraft of the airlines designated by the other Contracting Party during entry into, flying over, stay in and departure from the territory of the first Contracting Party.
- (2) The laws and regulations of one Contracting Party governing entry into, flying over, stay in and departure from its territory of passengers, crew, cargo or mail such as formalities regarding entry, exit, emigration, immigration, customs, health and quarantine shall apply to passengers, crew, cargo and mail carried by aircraft of the airlines designated by the other Contracting Party whilst they are within the said territory.
- (3) Other relevant laws and regulations relating to aircraft and provisions in respect of civil aviation of one Contracting Party shall be applicable to the designated airlines of the other Contracting Party while operating the agreed services in the territory of the first Contracting Party.
- (4) Each Contracting Party shall, upon request supply to the other Contracting Party copies of the relevant laws and regulations referred to in this Article.

ARTICLE 5
EXEMPTION FROM CUSTOMS AND OTHER DUTIES

- (1) Aircraft operated on the agreed services by the airline(s) designated by each Contracting Party, as well as their regular equipment, spare parts (including engines), supplies of fuel, oil (including hydraulic fluids and lubricants) and the 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 on arriving in the territory of the other Contracting Party, provided such equipment and items remain on board the aircraft.

(2) In addition, 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 performed:

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 of the first Contracting party, even when such equipment and items are to be used on part of the journey performed over the territory of that other Contracting Party;

b) spare parts (including engines) introduced into the territory of the other Contracting Party for the maintenance or repair of aircraft operated on the agreed services on a specified route of the other Contracting Party.

(3) The regular airborne equipment, as well as the materials and supplies referred to in paragraphs (1) and (2) 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 may be kept under the supervision of the said authorities 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 by this article shall also be available in situations where the designated airline(s) of either Contracting Party have entered into arrangements with other airline(s) for 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 provided such airlines similarity enjoy such exemptions from such other Contracting Party.

ARTICLE 6 TAXATION

With respect to taxes, the provisions in Agreement between the Government of the People's Republic of China and the Government of the Republic of Armenia for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income and Property signed on May 5, 1996 in Beijing shall prevail.

ARTICLE 7
USER CHARGES

(1) Each Contracting Party shall not impose or permit to be imposed on the designated airlines of the other Contracting Party user charges higher than those imposed on its own airlines operating similar international services.

(2) Such charges shall be just, reasonable, not discriminatory, and based on sound economic principles.

(3) Each Contracting Party shall encourage discussions between its competent charging authorities and the airlines using the services and facilities, or where practicable, through airlines' representative organizations. Reasonable notice shall be given to users of any proposals for changes in user charges to enable them to express their views before changes are made.

ARTICLE 8
TRAFFIC IN DIRECT TRANSIT

Passenger, baggage and cargo including mail in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall, except in respect of security measures against the threat of unlawful interference, such as violence and air piracy and occasional measures for the combat of illicit drug traffic, be subject to no more than a simplified control. Baggage, cargo and mail in direct transit shall be exempt from all custom duties, taxes and other similar fees and charges on the basis of reciprocity with the exception of the charges corresponding to the services provided.

ARTICLE 9
RECOGNITION OF CERTIFICATES AND LICENCES

(1) Certificates of airworthiness, certificates of competency and licenses issued or validated in accordance with the laws and regulations of either Contracting Party and unexpired shall be recognized as valid by the other Contracting Party for purpose of operating the agreed services, provided always that such certificates or licenses were issued or validated, equal or above the minimum standards established under the Convention.

(2) Each Contracting Party, however, reserves the right to refuse to recognize, for flights

above its own territory, certificates of competency and licenses granted or validated to its own nationals by the other Contracting Party.

ARTICLE 10 TARIFFS

(1) Each Contracting Party shall allow tariffs for scheduled international air services to be established by each airline based upon commercial consideration in the marketplace.

Intervention by the Contracting Parties shall be limited to:

- a) Prevention of unreasonably discriminatory tariffs or practices;
- b) Protection of consumers from tariffs that are unreasonably high or restrictive due to the abuse of a dominant position or concerted practices among air carriers; and
- c) Protection of airlines from tariffs that are artificially low due to direct or indirect governmental subsidy or support.

(2) Prices to be charged by the designated airline or airlines for scheduled international air transportation between the territories of the Contracting Parties shall not be required to be filed or approved by either Contracting Party. Nevertheless, the designated airlines of the Contracting Parties shall continue to provide immediate access, on request, to information on historical, existing, and proposed prices to the aeronautical authorities of the Contracting Parties in a manner and format acceptable to those aeronautical authorities.

ARTICLE 11 COMMERCIAL REPRESENTATION AND ACTIVITIES

(1) For the operation of the agreed services, the airlines designated by each Contracting Party shall be allowed:

- a) To establish in the territory of the other Contracting Party representative offices for the promotion of air transportation and sale of air tickets;
- b) To bring in and maintain in the territory of the other Contracting Party – in accordance with the legislation of such other Contracting Party relating to entry, residence and employment- managerial, sales, technical, operational and other specialist staff required for the provision of air transportation; and

c) In the territory of the other Contracting Party to engage directly and, at the airlines discretion, through its agents in the sale of air transportation.

(2) The competent authorities of each Contracting Party will take all necessary steps to ensure that the representation of the airlines designated by the other Contracting Party may exercise their activities in an orderly manner.

(3) The airlines designated by each Contracting Party shall have the right to sell, in the territory of the other Contracting Party, air transportation and any person shall be free to purchase such transportation in the currency of that other Contracting Party or in freely convertible currencies of other countries in accordance with the foreign exchange regulation in force.

ARTICLE 12 GROUND HANDLING

The designated airlines of either Contracting Party shall have the right to select among competing agents for ground handling services in whole or in part. The terms applicable to ground services of airlines of the other Contracting Party shall be applied uniformly and on terms no less favorable than the most favorable terms available to any airline engaged in similar international air services, and charges shall be based on the costs of services provided.

ARTICLE 13 CONVERSION AND TRANSFER OF REVENUES

The designated airlines of either Contracting Party shall have the right to convert and remit to its home country local revenues in excess of sums locally disbursed, with conversion and remittance permitted promptly without restrictions, discrimination or taxation in respect thereof at the effective rate of exchange prevailing on the date of remittance.

ARTICLE 14 CAPACITY PROVISIONS

(1) Each Contracting Party shall allow fair and equal opportunity for the designated airlines of both Contracting Parties to compete in providing the agreed services on the specified routes governed by this Agreement.

(2) The capacity entitlements shall be agreed upon between the aeronautical authorities of the Contracting Parties.

(3) The designated airline(s) of each Contracting Party shall submit its envisaged flight schedules for approval to the aeronautical authorities of the other Contracting 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.

(4) For supplementary flights which the designated airline(s) of one Contracting 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 Contracting Party. Such requests shall usually be submitted at least five (5) working days prior to the operation of such flights.

ARTICLE 15 AVIATION SAFETY

(1) Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of that request.

(2) If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Each Contracting Party reserves the right to withhold, revoke, suspend, limit or impose conditions on the operating authorization or technical permission of an designated airline or airlines of the other Contracting Party in the event the other Contracting Party does not take such appropriate corrective action within the specified time and to take immediate action, prior to consultations, as to such airline or airlines if the other Contracting Party is not maintaining and administering the aforementioned standards and immediate action is essential to prevent further noncompliance.

(3) Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the airlines of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other

Contracting Party, be made the subject of an examination by the authorized representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided that this does not lead to unreasonable delay.

(4) If any such ramp inspection or series of ramp inspections gives rise to:

a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, or

b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

(5) In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by or on behalf of the airline or airlines of one Contracting Party in accordance with paragraph (3) of this Article is denied by a representative of that airline or airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (4) of this Article arise and draw the conclusions referred in that paragraph.

(6) Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline or airline of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of the airline operation.

(7) Any action by one Contracting Party in accordance with paragraph (2) or (6) above shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 16

AVIATION SECURITY

(1) Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation

against acts of unlawful interference forms an integral part of this Agreement.

(2) The Contracting Parties shall in particular act in conformity with the provisions of:

a) The Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963;

b) The Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970;

c) The Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971;

d) The Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988,

and any other multilateral agreement governing aviation security binding upon both Contracting Parties.

(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 which have their principal place of business or permanent residence in the territory of the Contracting Parties and the operators of airports in their territory act in conformity with such aviation security provisions.

(4) 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.

(5) Each Contracting Party agrees that its operators of aircraft shall be required to observe for entry into, departure from or while within the territory of the other Contracting Party, aviation security provisions in conformity with the law in force in the other Contracting Party.

(6) 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.

(7) 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.

(8) 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.

(9) 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. Each Contracting Party reserves the right to withhold, revoke, suspend, limit, or impose conditions on the operating authorization or technical permission of the designated airline or airlines of the other Contracting Party in the event the other Contracting Party does not take such appropriate corrective action within the specified time, and to take immediate action, prior to consultations, as to such airline or airlines if the other Contracting Party is not maintaining and administering the aforementioned standards and immediate action is essential to prevent further noncompliance.

ARTICLE 17 PROVISION OF STATISTICS

The aeronautical authorities of one Contracting Party shall supply the aeronautical authorities of the other Contracting Party, at their request, with such statistics as may be reasonably required for information purposes subject to the laws and regulations of each Contracting Party.

ARTICLE 18 CONSULTATIONS

(1) Either Contracting Party may, at any time, request consultation on the interpretation, application, or implementation of this Agreement.

(2) Such consultations shall begin within a period of sixty (60) days from the date the other Contracting Party receives a request, unless otherwise agreed by the Contracting Parties.

ARTICLE 19
MODIFICATIONS

(1) If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may at any time request consultations with the other Contracting Party. Such consultations (which may be prepared by discussions between the aeronautical authorities), shall begin within a period of sixty (60) days from the date of the request, unless both Contracting Parties agree to an extension of this period.

(2) Modifications so agreed upon shall be approved by each Contracting Party and shall enter into force on the date of the last notification through diplomatic notes by either Contracting Party to the other Contracting Party that it has fulfilled its internal legal procedures for its entry into force.

(3) Modifications to Annex of this Agreement may be agreed directly between the aeronautical authorities of the Contracting Parties and become effective from the date of the agreement between both aeronautical authorities.

ARTICLE 20
SETTLEMENT OF DISPUTES

(1) If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the aeronautical authorities of the Contracting Parties shall in the first place endeavour to settle it by negotiation.

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

ARTICLE 21
TERMINATION

(1) Each Contracting Party may, at any time, give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall simultaneously be communicated to the International Civil Aviation Organization.

(2) 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 mutual

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 22
REGISTRATION**

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

**ARTICLE 23
ENTRY INTO FORCE**

This agreement shall enter into force on the date of the last notification through diplomatic notes by either Contracting Party to the other Contracting Party that it has fulfilled its internal legal procedures for the entry into force of this Agreement. It shall as of that date replace the Agreement between the Government of the People's Republic of China and the Government of the Republic of Armenia relating to Civil Air Transport signed on 5 May 1996.

In witness whereof, the undersigned Plenipotentiaries, being duly authorized thereto by the respective Governments, have signed this Agreement.

Done in two duplicates at Guangzhou on this 16th day of September in the Chinese, Armenian and English languages, all texts being equally authentic. In the case of any divergence in interpretation of provisions of this Agreement, the English text shall prevail.

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

王志清

**FOR THE GOVERNMENT
OF THE REPUBLIC OF ARMENIA**

Jakob R.

ANNEX

Section I:

A. The airline(s) designated by the Government of the People's Republic of China shall be entitled to operate scheduled air services in both directions on routes specified hereafter:

Points of Origin:	Intermediate points	Points of Destination:	Points Beyond
Points in China	Any points	Points in Armenia	Any points

B. The airline(s) designated by the Government of the Republic of Armenia shall be entitled to operate scheduled air services in both directions on routes specified hereafter:

Points of Origin:	Intermediate points	Points of Destination:	Points Beyond
Points in Armenia	Any points	Xi'an, Urumqi and other three points in China to be specified by Armenia	Any points

Section II:

(1) The designated airline(s) of either Contracting Party may, on any or all flights, omit calling at any of the intermediate and/or beyond points, provided that the agreed services on this route start and terminate in the territory of that Contracting Party designating the airline.

(2) Points specified in the above route schedule of Section I shall not include points in Hong Kong SAR, Macao SAR or points in Taiwan province of the People's Republic of China.