

中华人民共和国政府和冰岛共和国政府

民用航空运输协定

中华人民共和国政府和冰岛共和国政府（以下简称缔约双方），为了便利两国人民之间的友好交往，发展两国民用航空领域的相互关系，达成本协议，

作为一九四四年十二月七日在芝加哥开放签字的《国际民用航空公约》的参加国，

就建立和经营两国领土之间及其以远地区的航班，达成协议如下：

第一条 定 义

除非本协定另有规定，本协定中：

一、“航空当局”，中华人民共和国方面指中国民用航空总局，或者指受权执行该局目前所行使的职能的任何个人或者机构；冰岛共和国政府方面指交通部长，或者指受权执行该当局目前所行使的职能的任何个人或者机构。

二、“空运企业”，指提供或者经营国际航班的任何航空运输企业。

三、“指定空运企业”，指根据本协定第三条规定经指定和许可的空运企业。

四、“航班”，指以航空器从事旅客、行李、货物或者邮件公共运输的任何定期航班。

五、“国际航班”，指飞经一个以上国家领土上空的航班。

六、“非运输业务性经停”，指目的不在于上下旅客、行李、货物或者邮件的任何经停。

七、“运价”，指空运企业运输旅客（及其行李）和货物（不包括邮件）向任何个人或者实体直接或者通过代理收取的任何费用，包括：

（一）管理运价可用性和适用性的条件，以及

（二）空运企业提供上述运输的附属服务的费用和条件。

八、“运力”：

（一）就航空器而言，指该航空器在航线或者航段上可提供的商务载量；

（二）就航班而言，指飞行该航班的航空器的运力乘以该航空器在一定时期内在航线或者航段上所飞行的班次。

九、“航线表”，指本协定附件规定的航线表或者根据本协定第十八条规定修改的航线表。航线表是本协定的组成部分。

第二条 授 权

一、缔约一方授予缔约另一方以本协定规定的权利，以便在本协定所附航线表规定的航线上建立和经营国际航班。上述航班和航线以下分别简称“协议航班”和“规定航线”。

二、缔约一方指定空运企业在规定航线上经营协议航班时，享有下列权利：

（一）沿缔约另一方航空当局规定的航路不经停飞越缔约另一方领土的权利；

（二）经缔约另一方航空当局批准在上述领土内作非运输业务性经停的权利；

（三）在上述领土内本协定所附航线表的规定航线上的地点经停，以便上下来自或者前往缔约一方的国际旅客、货物和邮件。

三、缔约一方指定空运企业在缔约另一方领土内地点载运前往或者来自第三国国际业务的权利，由缔约双方航空当局商定。

四、本条第一、第二和第三款不应理解为授予缔约一方指定空运企业参加缔约另一方领土内地点之间的航空运输的权利。

第三条 空运企业的指定和许可

一、缔约一方有权书面向缔约另一方指定一家或者多家空运企业，在规定航线上经营协议航班，并且有权撤销或者更改上述指定。

二、缔约一方指定空运企业的主要所有权和有效管理权应属于该缔约方国家或者其国民。

三、缔约另一方航空当局可要求缔约一方指定空运企业向其证明，该空运企业有资格履行该航空当局根据法律和规章制定的、通常和合理地适用于国际航班经营的条件和义务。

四、在不违反本条第二和第三款规定的情况下，缔约另一方在收到上述指定通知后，应立即给予该指定空运企业以适当的经营许可，不应无故迟延。

五、指定空运企业在收到本条第四款规定的经营许可后，即可在协议的日期，按照本协定的规定并且按照本协定第八条的规定制定协议航班的运价后，开始经营全部或者部分协议航班。

第四条 许可的撤销、暂停或附加条件

一、有下列情形之一的，缔约一方有权拒绝向缔约另一方指定空运企业颁发经营许可，或者撤销或者暂停已经颁发的经

营许可，或者对于该指定空运企业行使本协定第二条规定的权利附加它认为必要的条件：

（一） 缔约一方对该空运企业的主要所有权和有效管理权是否属于指定该空运企业的缔约一方国家或者其国民存有疑义；或者

（二） 该空运企业不遵守该缔约一方的法律和规章；或者

（三） 该空运企业在其他方面没有按照本协定规定的条件经营。

二、除非本条第一款所述的撤销、暂停经营许可或者对经营许可附加条件必须立即执行，以防止进一步违反法律和规章，上述权利只能在与缔约另一方协商后方可行使。

第五条 法律、规章和程序的适用

一、缔约一方关于从事国际航行的航空器进出其领土和在其领土内停留，关于上述航空器在其领土内运行和航行的法律、规章和程序，应适用于缔约另一方指定空运企业进出该缔约一方领土和在其领土内停留或者运行或航行的航空器。

二、缔约一方关于旅客、机组、货物或者邮件进出其领土或者在其领土内停留的法律和规章，例如关于入境、放行、移民、护照、海关和检疫的规章，应适用于缔约另一方指定

空运企业进出该缔约一方领土或者在该缔约一方领土内的航空器所载运的旅客、机组、行李、货物或者邮件。在收到缔约另一方的要求后，缔约一方应立即提供上述法律和规章的文本。

三、缔约一方关于航空器的其他法律和规章以及其他法律和规章中有关民用航空方面的规定，应适用于在该缔约一方领土内经营协议航班的缔约另一方指定空运企业。

四、对直接过境、不离开机场为直接过境而设的区域的旅客、行李、货物和邮件，只采取简化的控制措施。

第六条 公平和均等的机会

一、缔约双方指定空运企业应享有公平和均等的机会参与本协定规定的国际航空运输。

二、缔约一方应在其权限内采取适当行动消除任何对缔约另一方指定空运企业经营协议航班造成不利影响的不公平待遇或者不公正做法。

三、在经营协议航班方面，缔约一方指定空运企业应考虑到缔约另一方指定空运企业的利益，以免不适当地影响后者经营的航班。

四、缔约一方指定空运企业提供的协议航班应与公众对规定航线的运输需求保持密切关系，其主要目的应是以合理的载

运比率提供足够的运力，以便满足目前和合理预测到的旅客、货物和邮件的运输需要。

五、缔约一方指定空运企业在指定该空运企业的缔约方领土内地点以外的规定航线上的地点上下旅客、货物和邮件，应根据运力须与下列各点相联系的总原则予以规定：

（一）来自和前往指定该空运企业的缔约一方领土的运输需要；

（二）协议航班所经地区的运输需要，但应考虑该地区各国的空运企业所建立的其他航班；

（三）联程航班经营的需要。

第七条 经营安排

一、运力和班次应由缔约双方航空当局商定。

二、缔约一方指定空运企业可根据运输需要申请在规定航线上进行加班飞行。加班飞行的申请至迟应在距计划加班飞行之日三天前向缔约另一方航空当局提出，获得该当局批准后方可飞行。

第八条 运 价

一、缔约双方领土间适用的运价应在合理的水平上制定，适当照顾到一切有关因素，包括经营成本、合理利润和航班特

点（如速度及舒适程度）以及其他空运企业的航班在规定航线任何航段上的运价。

二、本条第一款所指运价，应由缔约双方指定空运企业商定，如有必要和可能，可与在相同航线或者航段上经营的其他空运企业协商。商定的运价至少应在距计划采用之日六十天前提交各自航空当局，并经缔约双方航空当局批准后生效。

三、如缔约双方指定空运企业就上述运价不能达成协议，缔约双方航空当局应努力通过协商确定运价。

四、如双方航空当局未能根据本条第二款就运价的批准达成协议，或者未能对根据本条第三款就确定的运价达成协议，则应根据本协定第十八条的规定提交缔约双方解决这一问题。

五、根据本条规定制定新运价以前，已生效的运价应继续适用。

第九条 技术服务的提供和费率

一、缔约一方应在其领土内指定主用机场和备用机场供缔约另一方指定空运企业经营协议航班时使用，并应向该空运企业提供经营协议航班所需要的通信、航行、气象和其他附属服务。

二、缔约一方指定空运企业使用缔约另一方的机场（包括技术设备和其他设施及服务）、通信、航行设施以及其他附属

服务,应按照缔约另一方有关当局规定的公平合理的费率付费。这些费率不应高于其他国家任何空运企业在该缔约另一方领土内经营国际航班时使用类似设备、设施和服务所适用的费率。

第十条 关 税

一、缔约一方指定空运企业飞行国际航班的航空器进入缔约另一方领土时,该航空器以及该航空器上的正常设备、零备件(包括发动机)、燃油、油料(包括液压油)、润滑油和机上供应品(包括食品、饮料和烟草),应在互惠的基础上免纳一切关税、税收、检验费和其他类似费用,但这些设备和物品应留置在航空器上直至重新运出。

二、除了提供服务的费用外,下列设备和物品应在互惠的基础上免纳同样的关税、税收、检验费和其他类似费用:

(一) 由缔约一方指定空运企业运入或代表该空运企业运入缔约另一方领土,或者在缔约另一方领土内装上航空器并且完全供飞行协议航班的航空器使用或者消费的正常设备、零备件(包括发动机)、燃油、油料(包括液压油)、润滑油和机上供应品(包括食品、饮料和烟草),即使这些设备和物品在缔约另一方领土内的部分航段上使用;

(二) 缔约一方指定空运企业或者代表该空运企业运入缔约另一方领土的为维护或者检修飞行协议航班的航空器的

零备件（包括发动机）。

三、缔约另一方指定空运企业或者代表该空运企业运入缔约一方领土的客票、货运单和宣传品，应在互惠的基础上免纳一切关税、税收、检验费和其他类似费用。

四、本条第一、二款所述设备和物品，经缔约另一方海关当局同意后，可在缔约另一方领土内卸下。这些设备和物品应受缔约另一方海关当局监管直至重新运出，或者根据海关法规另作处理。

五、缔约一方指定空运企业和在缔约另一方领土内享有同样税费免纳待遇的另一家空运企业订有合同，在上述领土内租借或者转让本条第一、二款所述的物品，则也应适用本条第一、二款规定的豁免规定。

六、直接过境的行李、货物和邮件，除提供服务的费用外，应在互惠的基础上免纳一切关税、税收、检验费和其他类似费用。

第十一条 代表机构和人员

一、缔约一方指定空运企业有权根据缔约另一方关于入境、居留和雇佣的法律和规章，在缔约另一方区域内派驻为提供航空运输所需的管理、技术、运行和其他专业人员。

二、缔约一方指定空运企业有权在规定航线上的缔约另一方

领土内地点设立常驻代表机构，直接或者通过经适当授权的销售和/或代理机构销售航空运输。缔约双方不应限制缔约一方指定空运企业以当地货币销售上述航空运输的权利，并且不应限制任何人使用当地货币购买上述航空运输的权利。

第十二条 收入的汇兑

一、缔约一方指定空运企业在互惠的基础上有权将在缔约另一方领土内取得的收入汇至指定该空运企业的缔约一方领土。

二、上述收入的汇兑应用可兑换货币，并按当日适用的有效汇率进行结算。

第十三条 航空保安

一、缔约双方重申，为保护民用航空安全免遭非法干扰而相互承担的义务，构成本协定不可分割的组成部分。缔约双方应特别遵守一九六三年九月十四日在东京签订的《关于在航空器内的犯罪和其他某些行为的公约》、一九七〇年十二月十六日在海牙签订的《关于制止非法劫持航空器的公约》、一九七一年九月二十三日在蒙特利尔签订的《关于制止危害民用航空安全的非法行为的公约》以及一九八八年二月二十四日签订的

该公约议定书的规定。

二、缔约双方应根据请求相互提供一切必要的协助，防止非法劫持民用航空器和危及民用航空器及其旅客、机组、机场和航行设施安全的其他非法行为，以及危及民用航空安全的任何其他威胁。

三、缔约双方在其相互关系中，应遵守国际民用航空组织制定的、作为《国际民用航空公约》附件并对缔约双方均适用的航空保安规定和技术要求；缔约双方应要求在其领土内注册的航空器经营人或者主要营业地或者永久居住地在其领土内的航空器经营人遵守上述航空保安规定和要求。

四、缔约一方同意，可要求上述航空器经营人在进出缔约另一方领土或者在缔约另一方领土内停留时遵守缔约另一方规定的航空保安规定和要求。缔约一方应保证在其领土内采取足够有效的措施，在登机或者装机前和在登机或者装机时，保护航空器的安全，并且在登机或者装机前，对旅客、机组、行李、货物和机上供应品进行检查。缔约一方对缔约另一方提出的为对付特定威胁而采取合理的特殊保安措施的要求，应给予同情的考虑。

五、当发生非法劫持民用航空器事件或者这种事件的威胁时，或者发生危及航空器及其旅客、机组、机场或者航行设施的其他非法行为时，缔约双方应相互协助，提供联系的方便并

采取其他适当的措施，以便迅速、安全地结束上述事件或者威胁。

第十四条 资料的提供

缔约一方航空当局应根据缔约另一方航空当局的要求，向其提供审查缔约一方指定空运企业在规定航线上协议航班的运力所合理需要的统计资料。

这些资料应包括确定该空运企业协议航班的业务量所需的全部资料。

第十五条 证件和执照的承认及安全

一、为了在规定航线上经营协议航班，缔约一方应承认缔约另一方颁发或核准的有效适航证、合格证和执照，但是颁发或者核准上述证件和执照的标准应相当于或者高于根据《国际民用航空公约》制定的最低标准。

二、缔约一方可要求就缔约另一方的航空设施、航空机组、航空器和指定空运企业运行所保持的安全标准进行协商。如果通过这种协商，缔约一方发现缔约另一方在这些领域没有有效保持和执行至少达到根据《公约》制定的最低标准的安全标准和要求，缔约一方应将发现的情况和其认为为了符合上述最低

标准而应采取的步骤通知缔约另一方，缔约另一方应采取适当的纠正措施。如果缔约另一方在合理期限内未采取适当的纠正措施，缔约一方保留扣留、撤销或者限制缔约另一方指定空运企业的经营许可或者技术许可的权利。

第十六条 事故调查

一、缔约一方的航空器如在缔约另一方领土内迫降或者失事，在其领土内发生迫降或者失事的缔约一方航空当局应立即通知缔约另一方航空当局，立即采取步骤帮助机组和旅客，为航空器和航空器上的邮件、行李和货物提供安全，并采取必要措施调查迫降或者失事的细节和情形。

二、对迫降或者失事的细节和情形进行调查的缔约一方航空当局应就进行调查一事通知缔约另一方航空当局，并为缔约另一方航空当局调查时在场提供充分便利。调查报告一经做出，进行调查的缔约一方航空当局应尽快将调查报告送交缔约另一方航空当局。

第十七条 协 商

一、缔约双方应本着密切合作和互相支持的精神，保证本协定各项规定得到正确实施和满意的遵守。为此，缔约双方航

空当局应经常互相协商。

二、缔约一方可随时要求与缔约另一方就本协定进行协商。这种协商应尽早开始，除非另有协议，至迟应在缔约另一方收到该要求之日起六十天内进行。

第十八条 修 改

一、缔约一方如认为需要修改本协定或者其附件的任何规定，可随时要求与缔约另一方协商。这种协商可在航空当局之间进行，也可以会晤或书面形式进行，并应在缔约另一方收到要求后六十天内开始，除非缔约双方同意延长这一期限。

二、本条第一款所指协商达成的对本协议或者其附件的任何修改，应通过外交途径换文后生效。

第十九条 争端的解决

一、如缔约双方对本协定的解释或者实施发生争端，可先由缔约双方航空当局通过谈判协商解决。

二、如缔约双方航空当局不能就上述争端达成协议，应通过外交途径予以解决。

第二十条 终 止

缔约一方可随时通过外交途径通知缔约另一方其终止本协定的决定。本协定应在缔约另一方收到该通知之日后十二个月终止，除非在期满前经缔约双方协议撤回该通知。

第二十一条 向国际民航组织登记

本协定以及对本协定的任何修改应向国际民用航空组织登记。

第二十二条 班期时刻表的提交

缔约一方指定空运企业应尽早，但不得迟于协议航班开始前六十天，向缔约另一方航空当局提供关于航班性质、班期时刻表、机型、包括每一条规定航线上提供的运力的资料，以及使缔约另一方航空当局确信该指定空运企业充分遵守本协定各项要求而可能需要的任何其他资料。

第二十三条 生效

本协定自签字之日起生效。

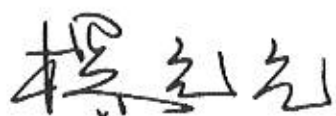
下列代表，经其各自政府正式授权，在本协定上签字，以昭信守。

本协定于二〇〇三年四月二日在雷克雅未克签订，共两份，每份都用中文、冰岛文和英文写成，三种文本同等有效。

如遇文本不一致的情况时，以英文文本为准。

中华人民共和国政府

代 表



冰岛共和国政府

代 表



附件

航 线 表

一、中华人民共和国指定空运企业经营协议航班的往返航线如下:

自	至	中间点	以远点
中国境内地点	由中方自行选定的三个地点	由中方自行选定的三个地点	由中方明确并通知冰方的地点

二、冰岛共和国政府指定空运企业经营协议航班的往返航线如下:

自	至	中间点	以远点
冰岛境内地点	由冰方自行选定的三个地点	由冰方自行选定的三个地点	由冰方明确并通知中方的地点

三、 缔约任何一方指定空运企业在任何或者所有飞行中,可自行决定不经停规定航线上的任何地点,但协议航班应在指定该空运企业的缔约一方领土内始发和终止。

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(14)

*1312 2012/3

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
AND
THE GOVERNMENT OF THE REPUBLIC OF ICELAND
RELATING TO CIVIL AIR TRANSPORT**

The Government of the People's Republic of China and the Government of the Republic of Iceland;

Desiring to facilitate friendly contacts between their two peoples and to develop mutual relations in the field of civil aviation by concluding an agreement between their States (hereinafter referred to as the "Contracting Parties");

Being Parties to the Convention on International Civil Aviation opened for signature in Chicago on 7 December 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 this Agreement, unless the context otherwise requires:

- (1) 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 authorities, and in the case of the Government of the Republic of Iceland, the Minister of Communications, or any person or agency authorized to perform the functions presently exercised by the said authority;
- (2) the term "airline" means any air transport enterprise offering or operating international air services;
- (3) the term "designated airline" means an airline which has been designated and authorized in accordance with Article 3 of this Agreement;
- (4) the term "air service" means any scheduled air service performed by aircraft for the public transport of passengers, baggage, cargo or mail;
- (5) the term "international air service" means an air service which passes through the air space over the territory of more than one State;
- (6) the term "stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo or mail;

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(7) the term "tariff" means any amount charged or to be charged by an airline, directly or through its agents, to any person or entity for the carriage of passengers (and their baggage) and cargo (excluding mail) in air transportation, including:

- (a) the conditions governing the availability and applicability of a tariff; and
- (b) the charges and conditions for any services ancillary to such carriage which are offered by airlines;

(8) the term "capacity" means:

- (a) in relation to an aircraft, the payload of that aircraft available on a route or section of a route;
- (b) 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.

(9) the term "Route Schedule" means the Route Schedule annexed to this Agreement or as amended in accordance with the provisions of Article 18 of this Agreement. The Route Schedule forms an integral part of this Agreement.

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 establishing and operating international air services on the routes specified in the Route Schedule annexed to this Agreement. Such services and routes are hereinafter called the "agreed services" and "the specified routes" respectively.

(2) The airlines designated by each Contracting Party shall enjoy, whilst operating an agreed service on a specified route, the following rights:

- (a) the right 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) the right to make stops for non-traffic purposes in the said territory subject to the approval of the aeronautical authorities of the other Contracting Party;
- (c) to make stops in the said territory at the points specified for that route in the Route Schedule annexed to this Agreement, for the purposes of putting down and taking on international traffic in passengers, cargo and mail, originating in or destined for the first Contracting Party.

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(3) The right of the designated airline of one Contracting Party to take on board and discharge at point(s) 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 paragraphs (1), (2) and (3) of this Article shall be deemed to grant the right for the designated airlines of one Contracting Party to participate in air transportation between points in the territory of the 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 or more airlines to operate the agreed services on the specified route, and to withdraw or alter such designations.

(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 or airlines designated by the first Contracting Party to satisfy them that it is qualified to fulfill the conditions and the obligations 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 or airlines so designated the appropriate operating authorization without unreasonable delay.

(5) Upon receipt of the operating authorization of paragraph (4) of this Article the designated airline may, at the agreed date, begin to operate the agreed services, in part or in whole, provided that it complies with the provisions of this Agreement and that tariffs for such services have been established in accordance with the provisions of Article 8 of this Agreement.

Article 4

Revocation, Suspension or Imposition of Conditions of Authorization

(1) Each Contracting Party shall have the right to refuse to grant to or to revoke or suspend an operating authorization granted to the designated airline of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise by the said designated airline of the rights specified in Article 2 of this Agreement, in any of the following cases:

- (a) where it is not satisfied that the substantial ownership and effective control of that airline are vested in the Contracting Party designated that airline or its nationals; or

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(b) where that airline fails to comply with the laws and regulations of the first Contracting Party; or

(c) where that airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

(2) Unless immediate revocation or suspension of the operating authorization, or immediate imposition of the conditions to the operating authorization as mentioned in paragraph (1) of this Article, is essential to prevent further infringements of laws and regulations, such right shall be exercised only after consultation with the other Contracting Party.

Article 5

Application of Laws, Regulations and Procedures

(1) The laws, regulations and procedures of one Contracting Party relating to the admission to, stay in and departure from or operation and navigation in 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 or operating and engaging in navigation in 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, clearance, immigration, 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. Each Contracting Party shall promptly supply to the other Contracting Party at the latter's request, the texts of the abovementioned laws and regulations.

(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 airline of the other Contracting Party while operating the agreed services in the territory of the first Contracting Party.

(4) Passengers, baggage, cargo and mail 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.

Article 6

Fair and Equal Opportunity

(1) There shall be a fair and equal opportunity for the designated airlines of both Contracting Parties to participate in the international air transportation covered by this Agreement.

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(2) Each Contracting Party shall take appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair practices adversely affecting the agreed services of the designated airline of the other Contracting Party.

(3) In operating the agreed services the designated airline of each Contracting Party shall take into account the interest of the designated airline of the other Contracting Party so as not to affect unduly the services the latter provides.

(4) The agreed services provided by the designated airlines of each Contracting Party shall bear a close relationship to the requirements of the public for transportation on the specified route and shall have as their primary objective the provision at a reasonable load factor of capacity adequate to meet the current and reasonable anticipated requirements for the carriage of passengers, cargo and mail.

(5) Provision for the carriage of passengers, cargo and mail by the designated airline of each Contracting Party, both taken on board and discharged at points on the specified route other than points in the territory of the Contracting Party designating that airline shall be made in accordance with the general principles that capacity shall be related to:

- (a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- (b) traffic requirements of the region through which the agreed service passes, taking account of other air services established by airlines of the States comprising that region; and
- (c) the requirements of through airline operation.

Article 7

Operational Arrangements

(1) Capacity and frequency shall be agreed upon between the aeronautical authorities of the Contracting Parties.

(2) The designated airlines of either Contracting Party may, according to traffic requirements, apply for operation of an extra section on the specified route. The application for such flight shall be submitted at least three (3) working 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 8

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) and tariffs applicable to the services of other airline(s) on any section of the specified route.

(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 sixty (60) 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 of the Contracting Parties 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 18 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 9

Provision of Technical Services and Rate of Charges

(1) Each Contracting Party shall designate regular airport(s) and alternate (airports) 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 this airline with such communications, navigational, meteorological and other auxiliary services as are required for the operation of the agreed services.

(2) The designated airlines 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 in the territory of that other Contracting Party.

Article 10

Customs Duties

(1) Aircraft operated in international air services by the designated airline of the one Contracting Party, as well as their 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

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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 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 the same 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) introduced by or on behalf of the designated airline of one Contracting Party into the territory of the other Contracting Party or taken on board the aircraft in the territory of the other Contracting Party and exclusively intended for use or consumption by aircraft engaged in the agreed services, even when such equipment and items are to be used on part of the journey performed over the territory of the other Contracting Party;
- (b) spare parts (including engines) introduced into the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party for the maintenance or repair of aircraft engaged in operation of the agreed air services.

(3) 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.

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

(5) The exemption provided for in paragraphs (1) and (2) of this Article shall also be available where the 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) and (2) of this Article.

(6) Baggage, cargo and mail in direct transit shall be exempt from all the customs duties, taxes, inspection fees and other similar fees and charges on the basis of reciprocity with the exception of the charges corresponding to the services provided.

Article 11
Representation and Personnel

- (1) The designated airline of each Contracting Party shall have the right, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, to bring into and maintain in the area of the other Contracting Party those of their own managerial, technical, operational and other specialist staff who are required for the provision of air transportation.
- (2) The designated airlines of each Contracting Party shall be allowed to set up representation and engage in the sale of air transportation at the point(s) on the specified route in the territory of the other Contracting Party, either directly or through the duly authorized sales and/or travel agents. The Contracting Parties shall not restrict the right of the designated airlines of each Contracting Party to sell, and of any person to purchase, such transportation in local currency.

Article 12
Conversion and Remittance of Revenue

- (1) The designated airline of each Contracting Party shall have on a reciprocal basis the right to remit to the territory of the Contracting Party designating the airline its revenue received in the territory of the other Contracting Party.
- (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.

Article 13
Aviation Security

- (1) The Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of the present Agreement. The Contracting Parties shall in particular act in conformity with the provisions of the Convention of Offences and Certain Other Acts Committed on Board Aircraft signed in Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed in The Hague on 16 December 1970, and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed in Montreal on 23 September 1971 and its protocol signed on February 24, 1988.
- (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 and technical requirements 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

and requirements 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 act in conformity with such aviation security provisions and requirements.

(4) Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions and requirements established by the other Contracting Party for entry into, departure from, or while within the territory of that Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the safety of the aircraft prior to and during boarding or loading, and to inspect passengers, crew, baggage, cargo and aircraft stores prior to 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 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.

Article 14 **Provision of Statistical Data**

The aeronautical authorities of either Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party, at their request, statistical data as may be reasonably required for the purpose of reviewing the capacity provided by the agreed services operated by the designated airline of the first Contracting Party on the specified route.

Such data shall include all information required to determine the amount of traffic carried by the said airline on the agreed services.

Article 15 **Recognition of Certificates and Licenses and Safety**

(1) Each Contracting Party shall recognize the valid certificate of airworthiness, certificate of competency and licenses issued or validated by the other Contracting Party for the operation of the agreed services on the specified route, provided that the standards of such certificates and licenses are equivalent to or above the minimum standard established in accordance with the Convention on International Civil Aviation.

(2) Either Contracting Party may request consultations concerning the safety standards maintained by the other Contracting Party relating to aeronautical facilities, aircrews, aircraft, and operation of the designated airlines. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards and requirements in these areas

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that at least equal the minimum standards that may be established pursuant to the Convention, the other Contracting Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards, and the other Contracting Party shall take appropriate corrective action. Each Contracting Party reserves the right to withhold, revoke, or limit the operating authorization or technical permission of an airline or airlines designated by the other Party in the event the other Party does not take such appropriate corrective action within a reasonable time.

Article 16

Investigation of Accidents

(1) In the case of a forced landing or accident of an aircraft of either Party within the territory of the other Contracting Party, the aeronautical authorities of the Contracting Party in whose territory the forced landing or accident takes place shall immediately notify the aeronautical authorities of the other Contracting Party thereof, take immediate steps to assist the crew and the passengers, provide for the safety of the aircraft and mail, baggage and cargo on board and take necessary measures for an inquiry into the particulars and circumstances of the forced landing or accident.

(2) The aeronautical authorities of the Contracting Party conducting the inquiry into the particulars and circumstances of the forced landing or accident shall inform the aeronautical authorities of the other Contracting Party of the holding of the inquiry and the aeronautical authorities of the other Contracting Party shall be granted full facilities to be represented at the inquiry. The aeronautical authorities of the Contracting Party conducting the inquiry shall send to the aeronautical authorities of the other Contracting Party the report of the inquiry as soon as it is available.

Article 17

Consultation

(1) The Contracting Parties shall, in a 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 (60) days from the date of receipt of the request by the other Contracting Party unless otherwise agreed.

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. Such consultation, which may be between aeronautical authorities and which may be through discussion or by correspondence, shall begin

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within a period of sixty (60) days from the date of receipt of the request by the other Contracting Party, unless both Contracting 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

Either Contracting Party may at any time give notice to the other Contracting Party through diplomatic channels of its decision to terminate this Agreement. This Agreement shall then terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party unless such notice is withdrawn by arrangement between the Contracting Parties before the expiry of this period.

Article 21 Registration with ICAO

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

Article 22 Time-Table Submission

As long in advance as practicable, but not less than sixty (60) days, before the introduction of an agreed service, the designated airline of one Contracting Party shall provide to the aeronautical authorities of the other Contracting Party information regarding the nature of service, time-tables, types of aircraft including the capacity provided on each of the specified routes and any further information as may be required to satisfy the aeronautical authorities of the other Contracting Party that the requirements of this Agreement are being duly observed.

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Article 23
Entry into Force

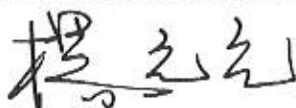
The present Agreement shall come into force on the date of signature.

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

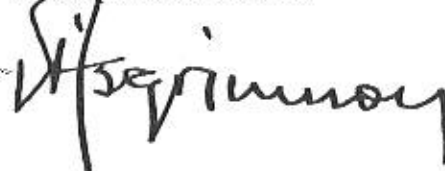
DONE in duplicate at *Reykjavik* on *April 2, 2003* in Chinese, Icelandic and English languages all texts being equally authentic.

In the event of any inconsistencies the English version shall prevail.

For the Government of
the People's Republic of China



For the Government of
the Republic of Iceland



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ANNEX
Route Schedule

(1) The route of the agreed services operated by the designated airlines of the People's Republic of China shall be as follows in both directions:

From	To	Intermediate Points	Points Beyond
points in China	three points to be selected at the discretion of the Chinese side	three points to be selected at the discretion of the Chinese side	to be specified and notified by the Chinese side

(2) The route of the agreed services operated by the designated airlines of the Government of the Republic of Iceland shall be as follows in both directions:

From	To	Intermediate Points	Points Beyond
points in Iceland	three points to be selected at the discretion of the Icelandic side	three points to be selected at the discretion of Icelandic side	to be specified and notified by the Icelandic side

(3) The designated airline of either Contracting Party may omit, at its own discretion, any point on the specified routes on any or all flights, provided that the agreed services begin and terminate in the territory of the Contracting Party designating the airline.

