

AGREEMENT BETWEEN THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF CHINA AND THE GOVERNMENT OF THE
SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA RELATING TO
CIVIL AIR TRANSPORT

The Government of the People's Republic of China and the Government of the Socialist Federal Republic of Yugoslavia, with a view to facilitate the friendly contacts between the peoples of China and Yugoslavia and to develop the mutual relations between the two countries in respect of air transport, in accordance with the principles of mutual respect for independence and sovereignty, non-interference in each other's internal affairs, equality and mutual benefit, as well as friendly cooperation, and with regard to the establishment of scheduled air services between and beyond their respective territories,

Have agreed as follows:

Article 1

1. Each Contracting Party grants to the other Contracting Party the right to operate scheduled air services (hereinafter referred to as "the agreed services") on the route specified in the Annex to this Agreement (hereinafter referred to as "the specified route") for carriage of international passengers, baggage, cargo and mail.

2. The aircraft of the agreed services of the designated airline of each Contracting Party (hereinafter referred to as "the designated airline") operating on the specified route may over fly the territory of the other Contracting Party without landing for a certain period or for a particular flight with the approval of the civil aeronautical authority of the other Contracting Party.

3. The aircraft of the designated airline of each Contracting Party, while flying in the territory of the other Contracting Party, shall comply with the regulations governing the airways and air corridors at the boundary line prescribed by the other Contracting Party.

4. Each Contracting Party shall notify the other Contracting Party, at least sixty days in advance, of the commencement of operation of its agreed services on the specified route.

5. In case the airlines of either Contracting Party desire to operate special flight in the territory of the other Contracting Party, the civil aeronautical authority of one Contracting Party should submit a request to the civil aeronautical authority of the other Contracting Party which shall be responsible for obtaining approval from the appropriate authority of its own country, as well as for giving reply to the former.

Article 2

The Government of the People's Republic of China designates "Department of International Affairs of the General Administration of Civil Aviation of China" as its airline to operate its agreed services on the specified route. The Government of the Socialist Federal Republic of Yugoslavia will designate, in due course, its airline to operate its agreed services on the specified route.

Article 3

1. The substantial ownership and effective control of the airline designated by each Contracting Party shall remain vested in such Contracting Party.

2. Each Contracting Party shall have the right to suspend the exercise of the rights specified in Article 1 of the present Agreement by the airline designated by the other Contracting Party, in case of failure by that airline to comply with the laws and regulations of the first Contracting Party, or of failure to operate in accordance with the conditions prescribed under the present Agreement and its Annex. However, under normal circumstances, such right shall be exercised only after consultation with the other Contracting Party.

Article 4

1. The designated airlines of the two Contracting Parties shall have fair and equal opportunity in operating the agreed services on the specified routes.

2. Matters relating to frequency, type of aircraft, schedule, conditions of carriage and sales representation in the operation of the specified routes shall be agreed upon through consultation between the designated airlines of both Contracting Parties and shall be subject to the approval of their respective civil aeronautical authorities.

3. The fares and rates applicable between the point of destination on the specified route in the territory of one Contracting Party and the point of destination on the specified route in the territory of the other Contracting Party shall be agreed upon between the designated airlines of both Contracting Parties and shall be subject to the approval of their respective civil aeronautical authorities.

Article 5

Each Contracting Party shall designate in its territory the airport and alternate airport (s) to be used by the designated airline of the other Contracting Party for the operation of the specified route, and provide the latter with communications, navigational, meteorological and other auxiliary services in its territory which are required for the operation of the agreed services. The detailed arrangements shall be agreed upon between the civil aeronautical authorities of both Contracting Parties.

Article 6

1. Aircraft operated on the specified route by the designated airline of either Contracting Party, as well as the regular equipment, spare parts, fuel, oil, lubricants and aircraft stores (including food, beverages, tobacco, etc.) retained

on board the aircraft shall be exempted from any custom duties, inspection fees and other charges by the other Contracting Party on arriving in and departure from the territory of the other Contracting Party.

2. The fuel, oil, lubricants and aircraft stores (including food, beverages, tobacco, etc.) for consumption, replenished to or taken on board the aircraft in the territory of the other Contracting Party by the designated airline of the first Contracting Party for operation of the specified route shall be exempted from customs duties, inspection fees and other charges.

3. Spare parts and regular airborne equipment introduced into the territory of the other Contracting Party for the maintenance and repair of aircraft operated on the specified route by the designated airline of the first Contracting Party shall also be exempted from custom duties, inspection fees and other charges. However, such articles shall be kept under customs supervision and shall not be sold or used for other purposes in the territory of the other Contracting Party, and shall be subject to storage charge as per the regulation of the other Contracting Party.

Article 7

1. The laws and regulations of either Contracting Party relating to the admission to, stay in, departure from and navigation in its territory of aircraft engaged in the operation of international air service, as well as the laws and regulations relating to the admission to, stay in and departure from its territory of passengers, crew, baggage, cargo and mail shall be applicable to the aircraft of the airline designated by the other Contracting Party, its crew and passengers, baggage, cargo and mail carried on board the aircraft, while in the territory of the first Contracting Party. Each contracting Party shall supply the other Contracting Party information relevant to the above mentioned laws and regulations in time.

2. The designated airline of one Contracting Party shall be charged for the use of airports and technical facilities of the other Contracting Party at the rate prescribed by the other Contracting Party and such rate of charge should not be higher than those levied the carriers of other countries engaged in similar international services.

Article 8

1. For the operation of the specified route, the designated airline of each Contracting Party shall have the right to set up its representative office at the point of destination on the specified route in the territory of the other Contracting Party. The staff of such representative office shall be citizens of the People's Republic of China and the Socialist federal republic of Yugoslavia, and the number of staff shall be agreed upon through consultation between the designated airlines of both Contracting Parties, and subject to the approval of the civil aeronautical authorities of both Contracting Parties. The staff of such office must observe the laws and regulations in force of the country where such office is located.

2. Each Contracting Party shall extend assistance and facilitation to the representative office of the designated airline of the other Contracting Party and ensure the safety of the aircraft, stores and other properties used on the agreed services in the territory of the first Contracting Party.

Article 9

1. The revenue earned by the designated airline of each Contracting Party in the territory of the other Contracting Party shall be exempted from income tax and shall be permitted to be transferred.

2. The designated airline of one Contracting Party shall comply, in its commercial and financial activities in the territory of the other Contracting Party, with the laws and regulations of that Contracting Party.

Article 10

1. The aircraft of the designated airline of each Contracting Party operating on the specified route shall bear its nationality and registration marks and carry on board the aircraft the following documents:

- 1) certificate of registration;

- 2) certificate of airworthiness;
- 3) journey log sheet;
- 4) aircraft radio station licence;
- 5) licences or certificates for each member of the crew;
- 6) list of crew members;
- 7) list of passengers giving the places of departure and destination;
- 8) manifest of cargo and mail.

Each Contracting Party shall recognize the valid documents mentioned above of the other Contracting Party.

2. The crew members of the designated airline of either Contracting Party, flying on the specified route, shall be the citizens of its respective country.

Article 11

1. Each Contracting Party shall give to the aircraft of the other Contracting Party, if in distress over its territory, the assistance which it would render to its own aircraft. This obligation will also be extended to search for missing aircraft and the personnel on board the aircraft.

2. In the event of an accident to the aircraft of either Contracting Party in the territory of the other Contracting Party involving death, injury or indicating serious defect in the aircraft or air navigation facilities, the other Contracting Party shall instruct the authorities concerned to:

- 1) render assistance to the passengers and crew;
- 2) inform without delay the other contracting Party of the accident;
- 3) provide all security measures for the aircraft and its contents;
- 4) carry out inquiry into the accident;
- 5) provide the observer(s) of the other Contracting Party access to the aircraft and provide them with all the facilities;
- 6) give clearance to the aircraft and its contents to depart as soon as they are no longer necessary for the inquiry;
- 7) communicate in writing to the other Contracting Party the results of the inquiry.

The expenses incurred for the above mentioned activities shall be borne by the party responsible for the accident.

Article 12

Both contracting Parties shall ensure the correct implementation of the present Agreement in a spirit of close cooperation and mutual support. If any difference of opinion arises in respect of the interpretation or implementation of this Agreement, the designated airlines of both Contracting Parties shall endeavour to settle it directly through consultation in a spirit of friendly cooperation and mutual understanding. Failing to reach agreement, the civil aeronautical authorities of both Contracting Parties shall settle it through consultation. If agreement still cannot be reached, the Contracting Parties shall settle it through diplomatic channel.

Article 13

1. If either of the Contracting Parties considers it desirable to modify or amend any provision of this agreement, it may at any time request consultation with the other Contracting Party and such consultation shall begin within a period of sixty days from the date of the receipt of the suggestion by the other Contracting Party. Any modification or amendment to this Agreement shall come into force when they have been confirmed through exchange of notes between two Contracting Parties.

2. If the aeronautical authority of either Contracting Party deems it desirable to modify or amend the Annex to this Agreement, it may at any time request consultation with the aeronautical authority of the other Contracting Party. Such consultation shall begin within sixty days from the date of receipt of the suggestion by the aeronautical authority of the other Contracting Party. Any modification or amendment to the Annex to this Agreement agreed upon between the said aeronautical authorities shall come into force after they mutually notify each other in writing.

Article 14

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate this Agreement. The Agreement shall then terminate twelve months after the date of receipt of the notice by the other Contracting Party. If the above notice is withdrawn before the expiry of this period, this Agreement shall continue to be in force with the concurrence of the other Contracting Party.

Article 15

The present Agreement shall come into force from the date it is signed.

Done on the fourteenth day of April, 1972, in Belgrade, in duplicate in the Chinese and Serbo-Croatian languages, both texts being equally authentic.

In the event of any dispute as to the interpretation and/or application of the Agreement or its Annex, the English translation attached to this Agreement should be used for reference.

ANNEX

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:

Peking - Karachi or Kandahar – Tehran - Ankara or Istanbul – Bucharest – Belgrade - Tirana-points of extension in other third countries.

2. The route of the agreed services operated by the airline designated by the Government of the Socialist Federal Republic of Yugoslavia shall be as follows in both directions:

Points in the Socialist Federal Republic of Yugoslavia - four intermediate points – Peking – Tokyo - points of extension in other third countries. The intermediate points shall be agreed upon between the civil aeronautical authorities of both Contracting Parties through consultations.

3. The designated airlines of both Contracting Parties shall have the right to carry passengers, baggage, cargo and mail between various points of landing located on the specified routes.

4. The designated airline of each Contracting Party shall not have the right to carry revenue passengers, cargo, baggage and mail traffic between one point in the territory of the other Contracting Party and another point in the same territory, irrespective of the origin and destination of such traffic.

5. In case of additional flights to be operated on the specified routes by the designated airline of either Contracting Party, request shall be submitted forty-eight hours prior to the departure of such flights which may be commenced only after approvals have been obtained from the designated airline of the other Contracting Party.

6. The aircraft of the designated airlines of both Contracting Parties operated on the specified routes may, for a certain period or for particular flight, omit one or more intermediate points on the specified routes and should timely notify each other to this effect.