

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

The Government of the People's Republic of China and the Government of the Republic of Croatia (hereinafter referred to as the Contracting Parties),

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

Desiring to promote their mutual relations in the field of civil aviation and to conclude an agreement for the purpose of establishing international air services between and beyond their respective territories,

Have agreed 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 annexes or Convention under Article 90 and 94 thereof, which have been adopted by both Contracting Parties;
- b) The term **"aeronautical authority"** means, in the case of the People's Republic of China, the Civil Aviation Administration of China, and any person or body authorized to perform any function exercised by the said Administration and in the case of the Republic of Croatia, the Ministry of the Sea, Transport and Infrastructure and any person or body authorized to perform any function exercised by the said Ministry;
- c) The term **"Agreement"** means this Agreement, the Annexes attached thereto and any protocols or similar documents amending the present Agreement or the Annex;
- d) The term **"designated airline"** means an airline which has been designated and authorized, in accordance with Article 3 of this Agreement, for operation of the

agreed services;

- e) The term **“agreed services”** means scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers, baggage, cargo and mail, separately or in combination;
- f) The terms **“air services”**, **“international air services”**, **“airline”** and **“stop for non-traffic purposes”** have the meanings specified in Article 96 of the Convention;
- g) 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;
- h) The term **“capacity”** means, in relation to:
 - an aircraft, the payload of the aircraft available on a route or section of a route;
 - specified air services, the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period and a route, or section of a route;
- i) The term **“tariff”** means the prices to be charged for the carriage of passengers, baggage and cargo on scheduled air services and the conditions under which these prices apply, including commission charges and other additional remuneration for agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail;
- j) The term **“traffic”** means passengers, baggage, cargo and mail.

2. The Annex to this Agreement forms an integral part of the Agreement.

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 service on the routes specified in the Annex to this Agreement. The airlines designated by each Contracting Party shall enjoy 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 authority of the other Contracting Party;
 - b) to make stops in the said territory for non-traffic purposes subject to the approval of the aeronautical authority of the other Contracting Party; and
 - c) while operating an agreed services on a specified route, to make stops in the said territory at the points specified for that route in the Annex to this Agreement for the purpose of putting down and taking up international traffic.

2. The airline(s) of each Contracting Party, other than those designated under Article 3 of this Agreement, shall also enjoy the rights specified in paragraph 1 a) and b) of this Article.
3. Nothing in paragraph (1) of this Article shall be deemed to confer on the designated airline(s) of one Contracting Party the privilege of embarking, in the territory of the other Contracting Party, traffic carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

**ARTICLE 3
DESIGNATION AND OPERATING AUTHORISATIONS**

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party up to two (2) airlines for the purpose of operating the agreed air services on the specified routes, and to withdraw or alter such designations.
2. On receipt of such designation the Contracting Party shall, without delay, subject to the provisions of paragraph (3) and (4) of this Article, grant to the airlines designated by the other Contracting Party the appropriate operating authorisations.
3. The aeronautical authority of one Contracting Party may require the airlines designated by the other Contracting Party to prove that they are qualified to fulfill the conditions prescribed under the laws and other regulations normally applied to the operation of international air services by the said authority in conformity with the provisions of the Convention.
4. Each Contracting Party shall have the right to refuse to accept the airlines designation and to refuse to grant the operating authorisations referred to in paragraphs (1) and (2) of this Article, or to impose such conditions as it may deem necessary for the exercise of the rights specified in Article 2 of this Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in the nationals of such Contracting Party, or both.
5. Having received the operating authorisation, provided for under paragraph (2) of this Article, the designated airline may begin at any time to operate the agreed services, provided that tariffs and flight schedules are established in accordance with the provisions of Articles 13 and 14.

**ARTICLE 4
REVOCATION AND SUSPENSION OF OPERATING AUTHORISATIONS**

1. Each Contracting Party shall have the right to revoke operating authorisation or to suspend the exercise of the rights specified in Article 2 of this Agreement to an airline designated by the other Contracting Party or to impose such conditions as it

may deem necessary for the exercise of these rights:

- a) if such airline is unable to prove that it is qualified to fulfill the conditions prescribed under the laws and other regulations normally and reasonably applied to the operation of international air services by these Authorities in conformity with the Convention, or
 - b) in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals, or
 - c) in the case of failure by that airline to comply with the laws and other regulations of the Contracting Party granting these rights, or
 - d) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.
2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or other regulations, such right shall be exercised only after consultations between the aeronautical authorities of the Contracting Parties, in conformity with Article 18. Such consultations shall take place within thirty (30) days of the receipt of a notice.

ARTICLE 5 APPLICATION OF LAWS AND OTHER REGULATIONS

1. The laws and other regulations of a Contracting Party relating to the admission into, stay in, or departure from its territory of an aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of both Contracting Parties without distinction as to nationality, and shall be complied with by such aircraft upon entering or departing from or while within the territory of that Contracting Party.
2. The laws and other regulations of a Contracting Party relating to the admission into, stay in, or departure from its territory of passengers, crew, cargo and mail transported on board the aircraft, such as regulations relating to entry, clearance, immigration, passports, customs and sanitary control shall apply to passengers, crew, cargo and mail upon entry into or departure from or while within the territory of that Contracting Party.
3. Neither Contracting Party may grant any preference to its own airline with regard to the designated airline of the other Contracting Party in the application of the laws and other regulations provided for in this Article.

ARTICLE 6
RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one of the Contracting Parties shall, during the period of their validity, be recognized as valid by the other Contracting Party, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.
2. Each Contracting Party reserves the right, however, to refuse to recognize as valid, for the purpose of flights over its own territory, certificates of competency and licenses granted to or rendered valid for its own nationals by the other Contracting Party or by any other State.

ARTICLE 7
EXEMPTION FROM CUSTOMS AND OTHER DUTIES AND TAXES

1. When an aircraft operated on the agreed services by the designated airline of one Contracting Party arrives in the territory of the other Contracting Party, the said aircraft and its regular equipment, spare parts (including engines), fuels, oil (including hydraulic fluids, lubricants) and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt on the basis of reciprocity from all customs duties, taxes, inspection fees and other similar fees and charges, provided such equipment and items remain on board the aircraft up to such time as they are re-exported.
2. The following equipment and items shall also be exempt on the basis of reciprocity from all customs duties, taxes, inspection fees and other similar fees and charges, with the exception of charges corresponding to the services provided:
 - a) regular equipment, spare parts (including engines), fuels, oil (including hydraulic fluids, lubricants) and aircraft stores (including food, beverages and tobacco) carried into the territory of the other Contracting Party and intended for use on aircraft operated on the agreed services by the designated airline, 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 the other Contracting Party for the maintenance or repair of aircraft operated on the agreed services by the designated airline.
3. 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 authority of the other Contracting Party. Such equipment and items shall be kept under the supervision or control of the Customs authority of the other

Contracting Party 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 for in paragraphs (1) and (2) of this Article shall also be available where a designated airline of one Contracting Party has contracted with other airline(s), which similarly enjoy(s) such exemptions in the territory of the other Contracting Party, for the 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.
5. Printed ticket stock, air waybills and publicity materials introduced by the designated airline of one Contracting Party into the territory of the other Contracting Party, shall be exempt on the basis of reciprocity from all customs duties, taxes, inspection fees and other similar fees and charges.
6. Office supplies, vehicles for office use, vehicles for special use at airport, bus-type vehicles (excluding cars) for carriage of crew members and their baggage, as well as computer reservation system and communication equipment including their spare parts of the representation of the designated airline of either Contracting Party shall, when introduced into the said territory of the other Contracting Party, be exempt from customs duties and other duties on importation on the basis of reciprocity provided these supplies are intended for the airline's own use and do not exceed reasonable limit.
7. Baggage, cargo and mail in direct transit shall be exempt from all 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.
8. The profit realized by the designated airline of each Contracting Party within the territory of the other Contracting Party in connection with operation of the agreed services, the property of the designated airline of each Contracting Party within the territory of the other Contracting Party, wages, salaries and other similar remuneration received by the employees of the representation of the designated airline of either Contracting Party, who are nationals of the first Contracting Party, shall be exempt from all taxes on the basis of reciprocity. Where a special agreement for the avoidance of double taxation with respect to taxes on income and on capital exists between the Contracting Parties, the provisions of the latter shall prevail.

ARTICLE 8 USER CHARGES

1. Each Contracting Party shall provide regular airport(s), alternate airport(s) and air navigation facilities in its territory and relevant services including communications, navigational, meteorological and other auxiliary facilities and services for the operation of the agreed services by the designated airline of the other Contracting

Party.

2. Neither Contracting Party shall impose or permit to be imposed on the designated airline(s) of the other Contracting Party user charges higher than those imposed on their own airline(s) operating similar international air services.
3. Each Contracting Party shall encourage consultations on user charges between its competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable, through those airline's representative organizations. Reasonable notice of any proposals for changes in user charges may be given to such users to enable them to express their views before changes are made.

ARTICLE 9 DIRECT TRANSIT TRAFFIC

Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall be subject to no more than a simplified control except in respect of security measures against violence, air piracy and smuggling of controlled drugs.

ARTICLE 10 REPRESENTATION

1. Each Contracting Party shall grant the designated airlines of the other Contracting Party the right to bring and maintain on its territory for the performance of the agreed services, the technical and commercial personnel as may be required by the extent of such services. The above personnel shall be subject to the laws and other regulations of that Contracting Party for entry into and stay in its territory, and shall, on the basis of reciprocity, and with the minimum of delay, be granted the necessary work permits, employment visas or other similar documents.
2. The personnel requirements may, at the opinion of the designated airline, be satisfied by its own personnel or by using the services of another organization, company or airline operating in the territory of the other Contracting Party, and authorized to perform such services in the territory of that Contracting Party.
3. In case of nomination of a general agent or a general sales agent, this agent shall be appointed in accordance with the relevant applicable laws and other regulations of both Contracting Parties.

**ARTICLE 11
FINANCIAL PROVISIONS**

1. Each designated airline shall have the right to sell and issue its own transportation documents in the territory of the other Contracting Party directly and, at its discretion, through its agents. Such airlines shall have the right to sell such transportation and any person shall be free to purchase such transportation in local currency or any convertible currency, according to the laws and other regulations of the said Contracting Party.
2. Each designated airline shall have the right to convert and remit to its own country on demand, at the official rate of exchange prevailing on the date of remittance, the excess of receipts over expenditures achieved in connection with the carriage of passengers, baggage, cargo and mail. The above-mentioned transfer shall be made in convertible currencies, in accordance with the national laws and foreign exchange regulations applicable and shall not be subject to any charges except normal service charges collected by banks for such transactions.
3. In case special arrangements ruling the settlement of payments are in force between the Contracting Parties, the provisions of such arrangements shall be applied to the transfer of funds under paragraph (2) of this Article.

**ARTICLE 12
CAPACITY PROVISIONS**

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate agreed air services between their territories on any route specified in the Annex to this Agreement.
2. In operating the agreed air services, the designated airlines of each Contracting Party shall take into account the interests of the designated airlines of the other Contracting Party so as not to affect unduly the services which the latter airline provides whole on the whole or part of the same routes.
3. The agreed services provided by the designated airlines of the Contracting Parties shall bear a close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of traffic originating in or destined for the territory of the Contracting Party which has designated the airlines.
4. The capacity to be provided and the frequency of services to be operated by the designated airlines of each Contracting Party shall be agreed between the aeronautical authorities of the Contracting Parties.

ARTICLE 13
ESTABLISHMENT OF TARIFFS

1. The tariffs to be applied by each designated airline of the Contracting Parties for the agreed services covered by this Agreement shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operations, reasonable return of investment, reasonable profit, characteristics of service (such as standards of speed and accommodation), the interests of users and the tariffs charged by other airlines for any part of the specified route. These tariffs shall be fixed in accordance with the following provisions of this Article.
2. The tariffs to be applied shall be submitted for the 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 period may be reduced, subject to the agreement of the said authorities.
3. This approval may be given expressly. If neither of the aeronautical authorities has expressed disapproval within thirty (30) days from the date of submission, in accordance with paragraph (2) of this Article, these tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided for in paragraph (2), the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.
4. If the aeronautical authority of one Contracting Party gives to the aeronautical authority of the other Contracting Party a notice of its disapproval of any tariff to be applied by the designated airlines of the other Contracting Party, the aeronautical authorities of the Contracting Parties shall endeavor to determine the tariff by mutual agreement.
5. If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph (2) of this Article, or on the determination of any tariff under paragraph (4) of this Article, the dispute shall be settled in accordance with the provisions of Article 19 of this Agreement.
6. A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff is established. Nevertheless, a tariff shall not be prolonged by virtue of this paragraph for more than twelve (12) months after the date on which it otherwise would have expired.

ARTICLE 14
APPROVAL OF FLIGHT SCHEDULES

1. The flight schedules of the agreed services and in general the conditions of their operation shall be submitted by the designated airlines of one Contracting Party for the approval to the aeronautical authority of the other Contracting Party at least sixty (60) days before the intended date of their implementation. Any modification to such flight schedules or conditions of their operation shall also be submitted to the aeronautical authorities for approval at least sixty (60) days in advance.

2. The designated airlines shall also furnish any other information as may be required to satisfy the aeronautical authority of the other Contracting Party that the requirements of the Agreement are being duly observed.

ARTICLE 15 AVIATION SAFETY PROVISIONS

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation accepted 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 an appropriate corrective action. Failure by the other Contracting Party to take an appropriate action within fifteen (15) days or such longer period as may be agreed, shall be cause for the application of Article 4 of this Agreement.
3. Notwithstanding the obligation mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the designated airlines or on behalf of the designated 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 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 (ramp inspections), provided 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,
 - 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 the designated airlines or on behalf of the airlines of one Contracting Party in accordance with paragraph (3) above is denied by a representative of the airline concerned, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph (4) above arise and draw the conclusions referred to in that paragraph.
6. Each Contracting Party reserves the right to suspend or vary the operating authorisations of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a 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 an 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. 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 and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988 and all other international instruments in the same field which the Contracting Parties may become Parties to.
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 (hereinafter referred to as ICAO) 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 airports 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.
5. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect an 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.
6. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
7. Each Contracting Party shall take measures, as it may find practicable, to ensure that an aircraft subjected to an act of unlawful seizure or other acts of unlawful interference, which has landed in its territory is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.
8. Should one Contracting Party have problems with regard to the aviation security provisions of this Article, the aeronautical authority of either Contracting Party may request immediate consultations with the aeronautical authority of the other Contracting Party.

ARTICLE 17

INFORMATION AND STATISTICS

1. The aeronautical authority of either Contracting Party shall cause their designated airlines to furnish to the aeronautical authority of the other Contracting Party, at their request, such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on air services by the designated airlines of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by those airlines on agreed air services.
2. The aeronautical authority of each Contracting Party shall, on request, provide or

cause its designated airlines to provide to the aeronautical authority of the other Contracting Party statistics relating to traffic carried to and from the territory of that other Contracting Party for a period, not exceeding one IATA traffic season, as specified in the request.

ARTICLE 18
CONSULTATIONS AND AMENDMENTS

1. Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement. Such consultations, which may be between aeronautical authorities and which may be through discussions or by correspondence, shall begin within a period of sixty (60) days from the date on which the other Contracting Party received a written request.
2. Any amendments so agreed shall come into force when they are confirmed by an exchange of diplomatic notes in accordance with Article 24 of this Agreement.
3. Amendments to the Annex may be made by a direct agreement between the aeronautical authorities of the Contracting Parties.

ARTICLE 19
SETTLEMENT OF DISPUTES

1. If any controversy or dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement and its Annex, the Contracting Parties shall in the first place endeavor to settle it by negotiations between themselves.
2. If the Contracting Parties fail to reach a settlement of the said dispute, the Contracting Parties shall settle such dispute through diplomatic channels.

ARTICLE 20
APPLICABILITY OF MULTILATERAL CONVENTIONS

1. To the extent to which they are applicable to the air services established under this Agreement, the provisions of the Convention shall remain in force in their present form between the Contracting Parties for the duration of the Agreement, as if they were an integral part of the Agreement, unless both Contracting Parties ratify any amendment to the Convention, which shall have duly come into force, in which case the Convention as amended shall remain in force for the duration of this Agreement.

2. If a general multilateral air transport convention comes into force in respect of both Contracting Parties, the provisions of such convention shall prevail.

ARTICLE 21 TITLES

Titles are inserted in this Agreement at the head of each Article for the purpose of reference and convenience only and in no way define, limit or describe the scope or intent of this Agreement.

ARTICLE 22 DENUNCIATION

This Agreement shall be concluded for an unlimited period. Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to denounce this Agreement. In such case this Agreement shall terminate twelve (12) months after the date of receipt of the notice by other Contracting Party, unless the notice of denunciation is withdrawn by agreement before the expiry of this period. The notice of denunciation shall be simultaneously communicated to the ICAO. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the ICAO.

ARTICLE 23 REGISTRATION

This Agreement shall be registered with the International Civil Aviation Organization (ICAO).

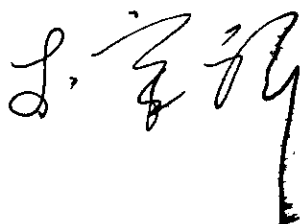
ARTICLE 24 ENTRY INTO FORCE

This Agreement shall enter into force on the date of receipt of the last written notification through diplomatic channels in which the Contracting Parties inform each other that internal legal requirements necessary for its entry into force have been fulfilled.

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

Done at Zagreb on this 20th day of June, 2009 in two originals, in Chinese, Croatian and English languages, all the texts being equally authentic. In the case of divergence of interpretation, the English text shall prevail.

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



**FOR THE GOVERNMENT OF
THE REPUBLIC OF CROATIA**



ANNEX

SCHEDULE I

Routes on which the scheduled international air services will be operated in both directions by the designated airlines of the People's Republic of China:

Points in the People's Republic of China:	any point
Points between:	one (1) freely selected point
Points in the Republic of Croatia:	any point
Points beyond:	to be agreed later

SCHEDULE II

Routes on which the scheduled international air services will be operated in both directions by the designated airlines of the Republic of Croatia:

Points in the Republic of Croatia:	any point
Points between:	one (1) freely selected point
Points in the People's Republic of China:	any point
Points beyond:	to be agreed later

NOTES:

1. Any point or several points on the specified routes may at the option of the designated airlines of either Contracting Party be omitted on all flights or some of them, subject to the interest of the designated airlines of the Contracting Parties and provided that these flights originate and terminate in the territory of the Contracting Party designating the airline.
2. The possible exercise of Fifth Freedom traffic rights shall be agreed upon by the aeronautical authority of each Contracting Party.