

**AGREEMENT**

**BETWEEN**

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

**AND**

**THE SWISS FEDERAL COUNCIL**

**RELATING TO AIR TRANSPORT**

The Government of the People's Republic of China and the Swiss Federal Council  
(hereinafter, "the Contracting Parties");

Being Parties to the Convention on International Civil Aviation opened for signature at  
Chicago on December 7, 1944;

Desiring to contribute to the progress of international civil aviation;

Desiring to conclude an agreement for the purpose of establishing and operating air  
services between and beyond their respective territories;

Have agreed as follows:

## **Article 1 Definitions**

1. For the purpose of the present Agreement and its Annex, unless otherwise agreed:
  - 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 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 Switzerland, the Federal Office of Civil Aviation, or in both cases any person or body, authorised to exercise the functions presently assigned to the said authorities;
  - c. The term "designated airlines" means an airline or airlines which one Contracting Party has designated, in accordance with Article 5 of the present Agreement, for the operation of the agreed air services;
  - d. The term "agreed services" means air services on the specified routes for the carriage of passengers, cargo and mail, separately or in combination;
  - e. The terms "air service", "international air service", "airline" and "stop for non-traffic purposes" shall have the meaning respectively assigned to them in Article 96 of the Convention;
  - f. 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;
  - g. The term "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which these prices apply, including commission charges and other additional remuneration for agency or sale of transportation documents but excluding remuneration and conditions for the carriage of mail.
2. The Annex forms an integral part of the present Agreement. All references to the Agreement shall include the Annex unless explicitly agreed otherwise.

**Article 2 Grant of Rights**

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of operating international air services on the routes specified in the schedules of the Annex. Such services and routes are hereafter called "agreed services" and "specified routes" respectively.
2. Subject to the provisions of the present Agreement the airlines designated by each Contracting Party shall enjoy, while operating international air services:
  - a. the right to fly without landing across the territory of the other Contracting Party along the published air route(s) prescribed by the aeronautical authority of the other Contracting Party;
  - 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 authority of the other Contracting Party;
  - c. the right to embark and disembark in the territory of the other Contracting Party at the points specified in the Annex of the present Agreement passengers, baggage, cargo and mail destined for or coming from points in the territory of the first Contracting Party;
  - d. the right to embark and disembark in the territory of third countries at the points specified in the Annex of the present Agreement passengers, baggage, cargo and mail destined for or coming from points in the territory of the other Contracting Party, specified in the Annex of the present Agreement.
3. Nothing in this Article shall be deemed to confer on the designated airlines of one Contracting Party the privilege of embarking, in the territory of the other Contracting Party, passengers, baggage, cargo and mail carried for remuneration or hire and destined for another point in the territory of that Contracting Party.
4. If because of armed conflict, political disturbances or developments, or special and unusual circumstances, the designated airlines of one Contracting Party 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 appropriate rearrangements of such routes, including the grant of rights for such time as may be necessary to facilitate viable operations.

### **Article 3 Capacity Provisions**

1. The designated airlines of each Contracting Party shall have fair and equal opportunities to operate the agreed services on the specified routes.
2. In operating the agreed 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 agreed services provided by the latter on the whole or part of the same route.
3. The agreed services operated by the designated airlines of the Contracting Parties shall provide at a reasonable load factor capacity adequate to meet the traffic requirements for the carriage of passengers, baggage, cargo and mail between the territories of the Contracting Parties.
4. Provision for embarking and disembarking passengers, baggage, cargo and mail by the designated airlines of one Contracting Party at points on the specified routes in the territory of a third country shall be made in accordance with the general principles that capacity shall be related to:
  - (a) the traffic requirements to and from the territory of the Contracting Party which has designated the airlines;
  - (b) the traffic requirements of the area through which the agreed service passes, local and regional services being taken into account;
  - (c) the requirements of through airline operations.
5. The frequencies and capacity to be provided on the agreed services between and beyond their respective territories shall be agreed upon between the aeronautical authorities of both Contracting Parties.

### **Article 4 Application of Laws and Regulations**

1. The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircraft engaged in international air services, or the operation and navigation of such aircraft while within its territory, shall apply to the designated airlines of the other Contracting Party.

2. The laws and regulations of one Contracting Party governing entry into, sojourn in, and departure from its territory of passengers, crew, baggage, cargo or mail, such as formalities regarding entry, exit, emigration and immigration, as well as customs and sanitary measures shall apply to passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airlines of the other Contracting Party while entering, staying in and departing from the said territory.

#### **Article 5 Designation and Operating Authorisation**

1. The Government of the People's Republic of China shall have the right to designate, through diplomatic channel, as many airlines as it wishes to operate the agreed services on the routes specified in the Annex to the present Agreement, and to withdraw or alter such designation. The Government of the Swiss Confederation shall have the right to designate, through diplomatic channel, one airline to operate the agreed services on the routes specified in the Annex to the present Agreement, and to withdraw or alter such designation. As from 1<sup>st</sup> January 2012, the Government of the Swiss Confederation shall have the right to designate two airlines to operate the agreed services on the routes specified in the Annex to the present Agreement, and to withdraw or alter such designation.
2. On receipt of such designation, the other Contracting Party shall grant the appropriate authorisations and permissions with minimum procedural delay, provided that:
  - a. In the case of airlines designated by Switzerland:
    - (1) the airline has its principal place of business in the territory of Switzerland from which it has received the valid Operating Licence; and
    - (2) the effective regulatory control of the airline is exercised and maintained by Switzerland;
    - (3) the airline holds current Air Operator's Certificates issued by Switzerland.
  - b. In the case of airlines designated by the People's Republic of China:

The substantial ownership and effective control of the airline designated by the People's Republic of China shall remain vested in the People's Republic of China or its citizens.

3. The aeronautical authorities of one Contracting Party may require the airlines designated by the other Contracting Party to prove that they are qualified to fulfil the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the said authorities in conformity with the provisions of the Convention.
4. Having received the operating authorisation, provided for under paragraph 2 of this Article, the designated airlines may at any time operate the agreed services.

#### **Article 6 Revocation and Suspension of Operating Authorisation**

1. Each Contracting Party shall have the right to revoke or suspend an operating authorisation for the exercise of the rights specified in Article 2 of the present Agreement by the designated airlines of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of such rights, where:
  - a. In the case of airlines designated by Switzerland:
    - (1) the airline does not have its principal place of business in the territory of Switzerland from which it has received the valid Operating Licence; and
    - (2) the effective regulatory control of the airline is not exercised and maintained by Switzerland;
    - (3) the airline does not hold current Air Operator's Certificates issued by Switzerland;
    - (4) it can be demonstrated that, by exercising traffic rights under this Agreement on a route that includes a point in another State, including the operation of a service which is marketed as, or otherwise constitutes a through service, the airline could in effect be circumventing restrictions on the traffic rights imposed by an agreement between the People's Republic of China and that other State.
  - b. In the case of airlines designated by the People's Republic of China:

the substantial ownership and effective control of that airline are not vested in the People's Republic of China or its citizens.

- c. the said airlines fail to comply with or have seriously infringed the laws or regulations of the Contracting Party granting these rights, or
  - d. the said airlines fail to operate the agreed services in accordance with the conditions prescribed under the present Agreement.
2. Such a right shall be exercised only after consultation with the other Contracting Party, unless immediate revocation, suspension or imposition of the conditions provided for under paragraph 1 of this Article is essential to prevent further infringements of laws and regulations.

#### **Article 7 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 the present 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, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988 as well as with any other convention and protocol relating to the security of civil aviation which both Contracting Parties adhere 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 Organisation 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 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 of this Article required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
6. 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 Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within thirty (30) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorisation and technical permissions of the airlines of that Contracting Party. When required by an emergency, a Contracting Party may take interim action prior to the expiry of thirty (30) days.

#### **Article 8 Aviation Safety**

1. Each Contracting Party shall recognise as valid, for the purpose of operating the agreed services provided for in the present Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Contracting Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards that may be established pursuant to the Convention.

2. Each Contracting Party may, however, refuse to recognise as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Contracting Party or by a third country.
3. Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of the receipt of that request.
4. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 3 of this Article that meet the Standards established at that time pursuant to the Convention, the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the Standards of the International Civil Aviation Organisation. The other Contracting Party shall then take appropriate corrective action within an agreed time period.
5. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of a designated airline of one Contracting Party, on service to or from the territory of another Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search by the authorised representatives of the other Contracting Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search is to verify the validity of the relevant documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the Standards established at that time pursuant to the Convention.
6. When urgent action is essential to ensure the safety of an airline operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorisation of a designated airline or airlines of the other Contracting Party.
7. Any action by one Contracting Party in accordance with paragraph 6 of this article shall be discontinued once the basis for the taking of that action ceases to exist.

### **Article 9 Exemption of Duties and Taxes**

1. Aircraft operated on the agreed services by the designated airlines of one Contracting Party, as well as their regular equipment, spare parts (including engines), supplies of fuel, oil (including hydraulic fluids, lubricants), aircraft stores including food, beverages and tobacco carried on board such aircraft, shall, on entering into the territory of the other Contracting Party, be exempt on the basis of reciprocity from all duties, taxes, inspection fees and other similar fees and charges provided such equipment and items, supplies and stores remain on board the aircraft until they are re-exported.
2. There shall also be exempt on the basis of reciprocity from the same duties and taxes, with exception of charges corresponding to the services rendered:
  - 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 board the aircraft operated on the agreed service by the designated airlines, 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) imported into the territory of the other Contracting Party for the maintenance or repair of aircraft operated on the agreed services by the designated airlines;
  - c. printed ticket stock, air waybills and any printed material which bears the insignia of the airlines for direct passenger and freight transportation purposes and touristical advertising material distributed without charge by the designated airlines;
  - d. motor vehicles (excluding cars), material and equipment which may be used by the designated airlines for commercial and operational purposes within the airport area provided such material and equipment serve the transportation of passengers and freight.
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 only with the approval of the customs authorities of that territory. In such a case, they may be placed under the supervision of the said authorities until they are re-exported or otherwise disposed of in accordance with customs regulations.

4. The exemptions provided for by this Article shall also be available in situations where the designated airlines of either Contracting Party have entered into arrangements with other airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraphs 1 and 2 of this Article provided such other airlines similarly enjoy such exemptions from such other Contracting Party.

#### **Article 10 Taxation**

The revenue earned by the designated airline of each Contracting Party in the territory of the other Contracting Party shall be exempt from income tax in the territory of the other Contracting Party.

#### **Article 11 Direct Transit**

Passengers, baggage and cargo in direct transit across the area of either Contracting Party and not leaving the area of the airport reserved for such purposes shall, unless security measures against violence, border integrity, air piracy and smuggling of narcotic drugs and immigration control measures require differently, be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

#### **Article 12 User Charges**

1. Each Contracting Party shall use its best efforts to ensure that user charges imposed or permitted to be imposed by its competent authorities on the designated airlines of the other Contracting Party are just and reasonable. They shall be based on sound economic principles.
2. Charges for the use of airport and air navigation facilities and services offered by one Contracting Party to the designated airlines of the other Contracting Party shall not be higher than those which have to be paid by any airline of other States operating on scheduled international services.

3. Each Contracting Party shall encourage consultations between the competent charging authorities or bodies in its territory and the designated airlines using the services and facilities, and shall encourage the competent charging authorities or bodies and the designated airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs 1 and 2 of this Article. Each Contracting Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in user charges to enable users to express their views before changes are made.

#### **Article 13 Commercial Activities**

1. The designated airlines of one Contracting Party shall be permitted to maintain adequate offices in the territory of the other Contracting Party. These offices may include commercial, operational and technical specialist staff which may consist of transferred or locally engaged personnel subject to the laws and regulations of the other Contracting Party.
2. For the commercial activities the principle of reciprocity shall apply. The competent authorities of each Contracting Party will take all necessary steps to ensure that the representations of the airlines designated by the other Contracting Party may exercise their activities in an orderly manner.
3. Each Contracting Party grants to the designated airlines of the other Contracting Party the right to engage in the sale of air transportation in its territory directly and, at the airlines' discretion, through the authorized agents. The airlines shall have the right to sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies of other countries subject to the laws and regulations of the other Contracting Party.
4. The designated airlines of either Contracting Party may enter into marketing arrangements such as blocked space, code sharing or other commercial arrangements, with airlines of either Contracting Party.
5. The crew members of the designated airline(s) of either Contracting Party on the agreed services shall be nationals of the said Contracting Party. If a designated airline of either Contracting Party desires to employ crew members of any other nationality on the agreed services, prior approval shall be obtained from the other

Contracting Party.

#### **Article 14 Conversion and Transfer of Revenues**

The designated airlines shall have the right to convert and remit to their country, at the official rate of exchange prevailing on the date of remittance, receipts in excess of sums locally disbursed in due proportion to the carriage of passengers, baggage, cargo and mail. If payments between the Contracting Parties are regulated by a special agreement, this special agreement shall apply.

#### **Article 15 Tariffs**

1. Each Contracting Party may require notification to or filing with its aeronautical authorities of tariffs for international air services operated pursuant to the present Agreement.
2. The tariffs to be applied by the designated airlines of a Contracting Party for services covered by the present Agreement shall be established at reasonable levels, due regard being paid to all relevant factors, including interests of users, cost of operation, characteristics of service, commission rates, reasonable profit, tariffs of other airlines, and other commercial considerations in the market-place.
3. The aeronautical authorities shall give particular attention to tariffs which may be objectionable because they appear unreasonably discriminatory, unduly high or restrictive because of the abuse of a dominant position, artificially low because of direct or indirect subsidy or support, or predatory.
4. The tariffs shall be filed sixty (60) days before the proposed date of their introduction. The aeronautical authorities shall have the right to approve or disapprove tariffs filed for one-way or round-trip carriage between the territories of the two Contracting Parties which commences in their own territory. In case of disapproval they shall give notice of disapproval to the aeronautical authorities of the other Contracting Party as soon as possible or at least within thirty (30) days of the filing being received.

5. Neither of the aeronautical authorities shall take unilateral action to prevent the inauguration of proposed tariffs or the continuation of effective tariffs for carriage between the territories of the two Contracting Parties commencing in the territory of the other Party.
6. Notwithstanding paragraph 4 above, where the aeronautical authorities of either Contracting Party believe that a tariff for the carriage to its territory falls within the categories described in paragraph 3 above, they shall give notice of disapproval to the aeronautical authorities of the other Contracting Party as soon as possible or at least within thirty (30) days of the date of filing being received by them.
7. The aeronautical authorities of each Contracting Party may request consultations regarding any tariff which was subject of disapproval. Such consultations shall be held not later than sixty (60) days after receipt of the request. If the Contracting Parties reach agreement, each Party shall use its best efforts to put that agreement into effect. If no agreement is reached, the decision of the Contracting Party in whose territory the carriage originates shall prevail.

#### **Article 16 Safeguards**

1. The Contracting Parties agree that the following airline practices may be regarded as possible unfair competitive practices which may merit closer examination:
  - a) tariffs on routes at levels which are, in the aggregate, insufficient to cover the costs of providing the services to which they relate;
  - b) the addition of excessive capacity or frequency of service;
  - c) the practices in question are sustained rather than temporary;
  - d) the practices in question have a serious negative economic effect on, or cause significant damage to the designated airlines of the other Contracting Party;
  - e) the practices in question reflect an apparent intent or have the probable effect, of crippling, excluding or driving the designated airlines of the other Contracting Party from the market; and
  - f) behaviour indicating an abuse of dominant position on the specified route.

2. If the aeronautical authorities of one Contracting Party consider that an operation or operations intended or conducted by the designated airlines of the other Contracting Party may constitute unfair competitive behaviour in accordance with the indicators listed in paragraph 1 above, they may request consultation in accordance with Article 19 of the present Agreement with a view to resolving the problem. Any such request shall be accompanied by notice of the reasons for the request, and the consultation shall begin within thirty (30) days of the request.
3. If the Contracting Parties fail to reach a resolution of the problem through consultations, either Contracting Party may invoke the dispute resolution mechanism under Article 20 of the present Agreement to resolve the dispute.

#### **Article 17 Time-table Submission**

1. Each Contracting Party may require notification to its aeronautical authorities of the envisaged time-tables by the designated airlines of the other Contracting Party no less than sixty (60) days prior to the operation of the agreed services. The same procedure shall apply to any significant modification thereof.
2. For supplementary flights which the designated airlines of one Contracting Party wishes to operate on the agreed services outside the approved time-table it has to request prior permission from the aeronautical authorities of the other Contracting Party. Such request shall usually be submitted at least five (5) working-days before operating such flights.

#### **Article 18 Provision of Statistics**

The aeronautical authorities of both Contracting Parties shall supply each other, on request, with periodic statistics or other similar information relating to the traffic carried on the agreed services.

#### **Article 19 Consultations**

Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of the present Agreement. Such consultations, which may be between the aeronautical authorities, shall begin at the earliest possible



date but not later than sixty (60) days from the date the other Contracting Party receives the written request, unless otherwise agreed by the Contracting Parties. Each Contracting Party shall prepare and present during such consultations relevant evidence in support of its position in order to facilitate informed, rational and economic decisions.

#### **Article 20 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 settle the dispute 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 Modifications**

1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, such modification shall enter into force when the Contracting Parties have notified to each other the fulfilment of their legal procedures.
2. Modifications to the Annex of the present Agreement may be agreed directly between the aeronautical authorities of the Contracting Parties. They shall be applied provisionally from the date they have been agreed upon and enter into force when confirmed by an exchange of diplomatic notes.
3. In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound, the present Agreement shall be modified so as to conform with the provisions of such convention.

#### **Article 22 Termination**

1. Each Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate the present Agreement. Such notice shall simultaneously be communicated to the International Civil Aviation Organisation.

2. The Agreement shall terminate at the end of a time-table period during which twelve (12) months after the date of receipt of the notice will have elapsed, unless the notice is withdrawn by mutual agreement before the expiry of this period.
3. In default of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date on which the International Civil Aviation Organisation will have received communication thereof.

**Article 23 Registration**

The present Agreement and all amendments thereto shall be registered with the International Civil Aviation Organisation.

**Article 24 Entry into Force**

The present 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 the internal legal procedures necessary for its entry into force have been fulfilled.

Upon the present Agreement's entry into force, the Agreement between the Swiss Federal Council and the Government of the People's Republic of China relating to Civil Air Transport signed on 12 November 1973 shall cease to be in force.

In witness thereof the undersigned being duly authorised by their respective Governments have signed the present Agreement.

DONE in duplicate at Beijing on this 1<sup>st</sup> day of March, 2011 in the Chinese, German and English languages, all three texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

For the Government of  
the People's Republic of China:

For the Swiss Federal Council:



**ANNEX  
ROUTE SCHEDULES**

**Route Schedule I**

Routes in both directions on which air services may be operated by the designated airlines of Switzerland:

Points of departure	Intermediate points	Points in China	Points beyond China
Points in Switzerland	1 point	3 points	1 point

**Route Schedule II**

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

Points of departure	Intermediate points	Points in Switzerland	Points beyond Switzerland
Points in China	Any points	Any points	Any points

**NOTES**

1. Intermediate points and points beyond on any of the specified routes may, at the option of the designated airlines, be omitted on any or all flights, provided that the agreed services begin and terminate in the territory of the Contracting Party designating the airline.
2. The fifth freedom traffic rights shall be agreed upon between the aeronautical authorities of both Contracting Parties.