

AGREEMENT BETWEEN THE GOVERNMENT OF
THE PEOPLE'S REPUBLIC OF CHINA AND
THE GOVERNMENT OF THE UNITED ARAB
REPUBLIC RELATING TO AIR SERVICES

The Government of the People's Republic of China and the Government of the United Arab Republic (hereinafter referred to as the Contracting Parties), desirous to conclude an agreement for the purpose of establishing air services between and beyond their countries, have agreed as follows:

Article 1

1. Each Contracting Party grants to the other Contracting Party the right to operate air services on the air route(s) specified in the Annex to this Agreement (hereinafter referred to as the "specified route(s)").

2. Subject to the provisions of this Agreement, any of the air services on the specified route(s) may be inaugurated in whole or in part immediately or at a later date at the option of the Contracting Party to whom the right is granted; provided that no air service shall be operated unless the starting point of the service lies within the territory of the Contracting Party designating the airline which will operate the air service. Each Contracting Party shall notify the other Contracting Party at least sixty (60) days in advance of the inauguration of its air service.

3. The routes to be followed by the aircraft of the designated airline of one Contracting Party within the territory of the other Contracting Party and the corridors of overflight of the State boundary shall be established by the aeronautical authorities of the other Contracting Party on its territory. The corridors so established shall be reasonably direct.

Article 2

1. The Government of the People's Republic of China designates the "General Administration of Civil Aviation of China (CAAC)" as its airline and the Government of the United Arab Republic designates the "United Arab Airlines (UAA)" as its airline to operate the air services on the specified route(s) (these airlines shall hereinafter be referred to as "the designated airline(s)").

2. Each Contracting Party shall, subject to the provisions of the present Agreement, without undue delay, grant to the airline designated by the other Contracting Party the permission to operate air services on the specified route(s).

Article 3

The commercial aspects including inter alia matters relating to frequency, schedules and sales representation of the air services on the specified route(s) shall be the subject of an agreement between the designated airlines of both Contracting Parties which shall be submitted for approval of the civil aeronautical authorities of the Contracting Parties.

Article 4

1. Each Contracting Party shall have the right to withhold or revoke the grant to the airline designated by the other Contracting Party of the rights specified in the present Agreement or to impose conditions on the exercise by that airline of those rights in case where:

a) 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 citizens;

b) the designated airline fails to comply with the laws and regulations of the Contracting Party granting these rights or otherwise to operate in accordance with the conditions prescribed in the present Agreement.

2. Unless immediate suspension or imposition of conditions is essential to prevent further infringement of laws or regulations, action in pursuance of paragraph 1 of this article shall be exercised only after consultation with the civil aeronautical authorities of the other Contracting Party.

Article 5

The laws, rules and regulations of one Contracting Party especially those relating to:

a) entry into or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft while within its territory, shall apply to aircraft of the designated airline of the other Contracting Party;

b) entry into or departure from its territory of passengers, crew and cargo of aircraft (such as regulations relating to entry, clearance, immigration, passports, customs, quarantine and exchange regulations) shall be

applicable to the passengers, crew and cargo of the aircraft of the designated airline of the other Contracting Party in the territory of the former Contracting Party.

Article 6

1. Arrangement for the safe operation of air services on the specified route(s) shall be made in accordance with an agreement between the civil aeronautical authorities of the Contracting Parties which may be amended from time to time.

2. Each Contracting Party shall provide the other Contracting Party with communications, navigational and other auxiliary services in its territory as are required for the safe operation of the air services on the specified route(s).

3. Each Contracting Party shall designate in its territory appropriate alternate airports for the safe operation of the air services on the specified route(s) of the designated airline of the other Contracting Party.

Article 7

1. In the operation of air services on the specified route(s), one Contracting Party grants to the designated airline of the other Contracting Party, the right of putting down and taking on in the territory of one Contracting Party, passengers, baggage, cargo or mail originating in or destined for the territory of the other Contracting Party or of a third country.

2. Paragraph 1 of this Article shall not be deemed to confer on the airline of one Contracting Party the right to take up, in the territory of the other Contracting Party, passengers, baggage, cargo or mail carried for remuneration or hire and destined for another point in the territory of that Contracting Party, whatever the origin or the ultimate destination of such traffic.

Article 8

1. There shall be a fair and equal opportunity for the designated airline(s) of both Contracting Parties to operate on the specified route(s).

2. The Contracting Parties recognize the principle that the air services on the specified route(s) should bear reasonable relationship to the requirements of the public. In the operation of the specified route(s), the designated airline of either Contracting Party shall retain as its primary objective the provision, at a reasonable load factor, of capacity adequate to the current and reasonably anticipated traffic demands between the territory

of the Contracting Party designating the airline and the countries of ultimate destination of the traffic.

3. In the operation of air services on the specified route(s), the air services of the designated airline of one Contracting Party shall take into account the interest of the air services of the designated airline of the other Contracting Party operating on all or part of the same route.

Article 9

1. Each Contracting Party may impose reasonable charges on the designated airline of the other Contracting Party for the use of airports and other facilities in its territory.

2. Aircraft operated on the specified route(s) shall be admitted free of duty. Aviation fuel, oils, lubricants, spare parts, regular equipment and aircraft stores on board aircraft of either Contracting Party, on arrival in the territory of the other Contracting Party, and retained on board on leaving the territory of that Contracting Party shall be exempted from customs duty, inspection fees and similar charges. This exemption shall not apply to any quantities or articles unloaded, except in accordance with the customs regulations of the Contracting Party concerned, which may require that they shall be kept under customs supervision.

3. Aviation fuel, oils and lubricants taken on board aircraft of the designated airline of one Contracting Party, in the territory of the other Contracting Party shall, subject to compliance in other respects with the customs regulations of the latter Contracting Party, be exempted from customs duty, inspection fees and similar charges.

4. Each Contracting Party shall assist the designated airline of the other Contracting Party in making arrangements for the adequate supply in its territory of aviation fuel, oils and lubricants for the operation of air services on the specified route(s). Aviation fuel, oils and lubricants, spare parts, regular equipment and aircraft stores imported into the territory of either Contracting Party for incorporation in or use on an aircraft of the other Contracting Party shall be admitted free of customs duty, subject to compliance with the regulations of the Contracting Party concerned, which may provide that such articles shall be kept under customs supervision and control.

5. Each Contracting Party shall, in its airport(s), take such measures as extended to its own designated

airline to safeguard the aircraft, fuel, stores and other properties of the designated airline of the other Contracting Party.

Article 10

Each Contracting Party grants to the designated airline of the other Contracting Party the right of transfer of the excess of receipts over expenditure earned by the designated airline in its territory. Such transfer shall be effected in accordance with the system of payment in the Payment Agreement concluded between the two Contracting Parties.

Article 11

Every aircraft of the designated airline of either Contracting Party engaged in the operation of air services on the specified route(s), shall carry the following documents:

- a) its certificate of registration;
- b) its certificate of airworthiness;
- c) the appropriate licenses or certificates for each member of the crew;
- d) its journey log book;
- e) the aircraft radio station licence;
- f) the list of the air crew;
- g) if it carries passengers, a list of their names and places of embarkation and destination;
- h) if it carries cargo and mail, a manifest and detailed declaration of the cargo and mail.

Article 12

1. Aircraft certificates of airworthiness and crew member certificates of competency and licenses issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party.

2. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licences granted to any of its citizens by the other Contracting Party.

3. Crew members of aircraft of the designated airlines of the Contracting Parties shall be citizens of these Contracting Parties.

4. Each Contracting Party shall grant to the designated airline of the other Contracting Party the right to station its representative and staff at the points of call on its specified route(s) in the territory of the first Contracting Party. Such represen-

tative and staff, the number of whom shall be agreed upon by the two Contracting Parties, shall be citizens of the other Contracting Party, except those who are locally employed. Each Contracting Party shall extend all assistance and facilities to the office of the representative of the designated airline of the other Contracting Party.

Article 13

1. Each Contracting Party undertakes to provide such measures of assistance to aircraft of the designated airline of the other Contracting Party in distress in its territory as it may find practicable, and to permit, subject to the control by its own authorities, the designated airline of the other Contracting Party or the authorities of the other Contracting Party to provide such measures of assistance as may be necessitated by the circumstances.

2. In the event of an accident to an aircraft of the designated airline of one Contracting Party occurring in the territory of the other Contracting Party, involving death or serious injury, or indicating serious technical defect in the aircraft or air navigation facilities the other Contracting Party will institute an inquiry into the circumstances of the accident and give any assistance that may be necessary to the crew and passengers. It will do everything possible to protect the aircraft and its contents, including mail, baggage and cargo. The one Contracting Party shall be given the opportunity to appoint observers to be present and the other Contracting Party holding the inquiry shall communicate the report of the inquiry and findings in the matter to the former Contracting Party.

Article 14

1. Each Contracting Party shall cause its designated airline to provide to the civil aeronautical authorities of the other Contracting Party, as far in advance as practicable, copies of time-tables, rate schedules and all other similar relevant information concerning the operation of air services on the specified route(s) and copies of all modifications of such time-tables, rate schedules and information.

2. Each Contracting Party shall cause its designated airline to provide to the civil aeronautical authorities of the other Contracting Party monthly statistics relating to the traffic carried on the specified route(s) in the form mutually agreed upon between the designated

airlines showing the origin and destination of the traffic.

Article 15

The tariffs to be charged by any of the airlines designated under this Agreement in respect of traffic on any of the specified route(s) shall be agreed upon by the designated airlines of both Contracting Parties and shall be subject to the approval of the civil aeronautical authorities of the Contracting Parties.

Article 16

In a spirit of close collaboration, the civil aeronautical authorities of both Contracting Parties will consult with each other at the request of either authorities for the purpose of ensuring the observance of the principles and the fulfilment of the provisions set up in this Agreement and will exchange such information as is necessary for that purpose.

Article 17

1. If either of the Contracting Parties considers it desirable to modify the terms of this Agreement, it may request the entry into negotiation through the diplomatic channels. Modifications agreed upon as a result of such negotiations shall only come into effect after both Contracting Parties have notified each other that their constitutional requirements have been fulfilled.

2. If either of the Contracting Parties considers it desirable to modify the terms of the Annex to this Agreement, it may request consultation between the civil aeronautical authorities of both Contracting Parties and in that event such consultation shall begin within a period of sixty (60) days from the date of request. Modifications agreed between these authorities will come into effect when they have been confirmed by an exchange of notes through the diplomatic channels.

Article 18

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall endeavour to settle it by negotiation between themselves.

2. If the Contracting Parties fail to settle the dispute by negotiations, either Contracting Party may limit, withhold or revoke any rights which it has granted by virtue of the present Agreement.

Article 19

The Annex and any Notes to be exchanged between the Contracting Parties shall be deemed to be part of the Agreement and all references to the Agreement shall include the Annex and Notes.

Article 20

The present Agreement shall become operative provisionally from the date it is signed and definitely as soon as both Contracting Parties have notified each other that their national constitutional requirements have been fulfilled.

Either Contracting Party may at any time give written notice to the other Contracting Party if it desires to terminate the present Agreement. If such notice is given, the present Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period.

Signed in Peking on this second day of May, 1965, in duplicate in the Chinese, Arabic and English languages, all texts being equally authentic.

Plenipotentiary
Representative of
the Government of
the People's Republic
of China

Plenipotentiary
Representative of
the Government of
the United Arab
Republic

Annex

1. The route(s) of the designated airline of the Government of the People's Republic of China shall be as follows in both directions:
From points in China through intermediate points in third countries to be agreed upon later to Cairo and (or) another point in UAR and beyond to points in third countries to be agreed upon later.
2. The route(s) of the designated airline of the Government of the United Arab Republic shall be as follows in both directions:
From points in UAR/Bagdad/Doha or Bahrain/Teheran/Kabul/Karachi/points in India/Rangoon/Pnom-Penh/Canton and (or) Shanghai and beyond to points in third countries to be agreed upon later.
3. Points on any of the specified route(s) may, at the option of the designated airline of one Contracting Party, be omitted on all or any flight provided that points in the People's Republic of China and the United Arab Republic are not so omitted.
4. The commercial matters in respect of the points in third countries beyond the territory of either Contracting Party shall be agreed upon by the designated airlines on the authorization of the civil aeronautical authorities of both Contracting Parties before inaugurating the air services to such points. Such agreement shall be submitted for approval by the civil aeronautical authorities of both Contracting Parties.

Confidential

Agreed Memorandum of Understanding

In the course of discussions of the Air Services Agreement between the Civil Aviation Delegation of the Government of the People's Republic of China and the Civil Aviation Delegation of the Government of the United Arab Republic, the following understanding has been reached:

When the Government of the People's Republic of China hereafter permits the designated airline of another country to operate to Peking, the Government of the People's Republic of China will also permit the designated airline of the United Arab Republic to operate to Peking instead of Shanghai or Canton.

Signed in Peking on this second day of May, 1965.

Chairman of the Civil
Aviation Delegation of
the Government of the
People's Republic of
China

Chairman of the Civil
Aviation Delegation of
the Government of the
United Arab Republic