

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

The government of the People's Republic of China and the Government of the State of Bahrain hereinafter referred to as 'the Contracting Parties',
Desiring to facilitate friendly contacts between their two peoples and develop mutual relations between the two countries in the field of civil aviation;
And being parties to the Convention on International Civil Aviation opened for signature at Chicago on the 7th day of December 1944;
Have agreed on the establishment and operation of scheduled air services between and beyond their respective territories as follows:

ARTICLE 1
Definitions

For the purpose of this Agreement, unless the context otherwise required:

- a) 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 the State of Bahrain, Ministry of Transportation represented by Civil Aviation Affairs or in both cases any other person or agency authorized to perform the functions presently exercised by the said authorities;
- b) 'airline' means any air transport enterprise offering or operating an air services and reference to the word in the singular shall be construed to include the plural shall be construed to include the singular as the context requires;
- c) the term 'air service' means any scheduled air service performed by aircraft for the public transport of passengers, baggage, cargo and mail'
- d) the term 'international air services means an air services which passes through the air space over the territory of more than one state;
- e) the term 'stop for non-traffic purposes' means a landing for any purpose other than taking on or discharging passengers, baggage, cargo or mail;
- f) the term 'capacity' means:
 - (1) in relation to an aircraft, the payload of that aircraft available on a route or section of a route;
 - (2) in relation to a specified air service, the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period on a route or section of a route;

- g) the term 'tariff' means the prices to be paid for the carriage of passengers, baggage and freight and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail;
- h) the term 'Schedule' means the route Schedule annexed to this Agreement or as amended in accordance with the provisions of Article 18 of the Agreement. The Schedule forms an integral part of this Agreement and all references to the Agreement shall include references to the Schedule except where otherwise provided.
- i) 'designated airline' means an airline designated and authorized in accordance with Article 3 of this Agreement:
- j) 'operating permission' means the authorization given by the aeronautical authorities of a Contracting Party in accordance with Article 3 of this Agreement:

ARTICLE 2

Grant of Rights

- 1) Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its designated airline to establish and operate international air services on the route(s) specified in the Schedule (hereinafter called 'the agreed services' and 'the specified route(s)' respectively).
- 2) Subject to the provisions of this Agreement, the designated airline of each Contracting Party shall enjoy while operating an agreed service on a specified route, the following rights:
 - a) to fly without landing across the territory of the other Contracting Party along the air routes prescribed by the aeronautical authorities of the other Contracting Party;
 - b) to make stops for non-traffic purpose in the said territory, at points to be agreed upon between the aeronautical authorities of both Contracting Parties: and
 - c) to make stops at the point(s) on the route(s) specified in the Schedule for the purpose of taking on board and discharging international traffic in passengers, baggage, cargo or mail either separately or in combination.
- 3) Noting in paragraph (2) of this Article shall be deemed to confer on the designated airline of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers, cargo, and mail carried for hire or reward and destined for another point in the territory of the other Contracting Party.
- 4) In case the designated airline of one Contracting Party desires to operate an additional flight or a charter flight on the specified route, it shall submit an application to the aeronautical authorities of the other Contracting Party, and the flight can be operated only after approval has been obtained.

ARTICLE 3

Designation and Authorization

- 1) Each Contracting Party shall have the right to designate in writing to the other Contracting

Party on airline to operate the agreed services on the route specified in the Route Schedule through diplomatic channels.

- 2) The substantial ownership and effective control of the airline designated by each Contracting Party shall remain vested in such Contracting Party or its nationals.
- 3) The aeronautical authorities of the other Contracting Party may require the airline designated by the first Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by the said authorities.
- 4) On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraph 2 and 3 of this Article, grant to the airline so designated the appropriate operating permission.
- 5) After an airline has been so designated and authorized, it may commence operation of the agreed service from a date to be agreed upon with each of the aeronautical authorities.

ARTICLE 4

Revocation of Operating Permission

- 1) Each Contracting Party shall have the right to revoke or suspend the operation permission already granted to the designated airline of the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise by the said designated airline of the rights specified in Article 2 of this Agreement, in any of the following cases:
 - a) where it is not satisfied that the substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or its nationals, or
 - b) where that airline fails to comply with the laws and regulations of the Contracting Party granting these rights, or
 - c) where that 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 and regulations, such right shall be exercised only after consultation with the other Contracting Party.

ARTICLE 5

Provision of Technical Services and Rates of Charges

- 1) Each Contracting Party shall designate in its territory regular airport and alternate airport to be used by the designated airline of the other Contracting Party for the operation of the agreed services, and shall provide that airline with such communications, navigational, meteorological and other auxiliary services in its territory as are required for the operation of the agreed services where necessary. Detailed arrangement relating to the above shall be agreed between the aeronautical authorities of both Contracting Parties.
- 2) The designated airline of each Contracting Party shall be charged for the use of airport(s)

facilities and technical services of the other Contracting Party at fair and reasonable rates of the other Contracting Party. Such rates shall not be higher than those paid by airlines of other States engaged in international air services for the use of similar facilities and services.

ARTICLE 6

Customs Duties and Other Charges

- 1) Aircraft operated on international air services by the designated airline of one Contracting Party, as well as their regular equipment, spare parts, supplies of fuels, oils (including hydraulic fluids), lubricants, and aircraft stores shall be exempt from all customs duties, inspection fees and other duties or charges on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.
- 2) Supplies of fuels, oils (including hydraulic fluids), lubricants, spare parts, regular equipment and aircraft stores introduced into the territory of each Contracting Party by or on behalf of the designated airline of the other Contracting Party or taken on board the aircraft operated by such designated airline and intended solely for use in the operation of international air services shall be exempt from all duties and charges, including customs duties and inspection fees imposed in the territory of the first Contracting Party even when those supplies are to be used on the parts of the journey performed over the territory of the Contracting Party in which they are taken on board. The material referred to above may be required to be kept under customs supervision or control.
- 3) The regular airborne equipment, spare parts, aircraft stores, and supplies of fuels, oils (including hydraulic fluids), and lubricants retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that Contracting Party, who may require that those materials be placed under their supervision and control up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.
- 4) Airline tickets, airway bills as well as airline publicity materials and give-away items of the designated airline of either Contracting Party introduced into the territory of the other Contracting Party shall be exempt from all customs duties, inspection fees and other duties or charges.

ARTICLE 7

Representation and Personnel

- 1) For the operation of the agreed services on the specified route, the designated airline of each Contracting Party shall have the right, on reciprocal basis, to set up representation at the point of call on the specified route within the territory of the other Contracting Party. The staff of the representation referred to in this paragraph shall be subject to the laws and regulations in force in the country where such representation is located.
- 2) The staff members of the representation of the designated airline of each Contracting Party in

the territory of the other Contracting Party shall be nationals of either Contracting Party, unless otherwise agreed. The number of such staff shall be determined on reciprocal bases between the aeronautical authorities of both Contracting Parties.

- 3) Each Contracting Party shall to the practicable extent ensure the safety of the representation and its staff members of the designated airline of the Contracting Party, and safeguard the aircraft, stores and other properties of the said airline in its territory for use in the operation of the agreed services.
- 4) Each Contracting Party shall extend assistance and facilities to the representation and its staff members of the designated airline of the other Contracting Party necessary for the efficient operation of the agreed services.

ARTICLE 8

Transfer of Airline Earnings

Each Contracting Party undertakes to grant the designated airline of the other Contracting Party free transfer, at the official rate of exchange, of the excess of receipt over expenditure achieved in its territory in connection with the carriage of passengers, baggage, cargo and mail by the said designated airline. Whenever the payment system between the Contracting Parties is governed by a special agreement, that agreement shall apply.

ARTICLE 9

Entry and Clearance Regulations

- 1) The laws and regulations of either Contracting Party relation to the admission into, stay in, 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 as well as the passengers, baggage, cargo and mail carried by such aircraft, while in the territory of the first Contracting Party. Each Contracting Party shall promptly supply to the other Contracting Party at the latter's request the texts of the above mentioned laws and regulations.
- 2) Passenger in direct transit across the territory of either Contracting Party shall be subject to no more than very simplified form of control. Baggage and freight, if in direct transit, shall be exempt from customs duties, inspection fees and other duties and charges.

ARTICLE 10

Capacity Provisions

- 1) There shall be equal opportunity for the designated airlines of the Contracting Parties in operation the agreed services on the specified routes.
- 2) Matters relating to timetable, type of aircraft, schedule, ground handling and other matters pertaining to the operation of the agreed services shall be agreed upon through consultation between the designated airlines and appropriate authorities of both Contracting Parties.

The arrangement so agreed shall be subject to the approval of the aeronautical authorities. If the designated airlines of both Contracting Parties fail to reach agreement on frequency, type of aircraft and flight schedule, the aeronautical authorities of both Contracting Parties shall endeavour to settle the matter through consultation.

- 3) In the operation of the agreed services, the designated airline of each Contracting Party shall take into account the interest of the designated airline of other Contracting Party so as not to affect unduly the air services which the latter airline provides over the whole route or parts thereof.
- 4) Agreed services provided by a designated airline shall retain as its primary objective the provision at a reasonable load factor, of capacity adequate to the requirements for the carriage of passengers, cargo and mail, operating from or destined for the territory of the Contracting Party designating such airline. The right of the designated airlines of either Contracting Party to embark or to disembark at the point in the territory of the other Contracting Party international traffic destined for or coming from third countries shall be of a supplementary nature.

ARTICLE 11 Information and Statistics

The aeronautical authorities of either Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party, at their request, statistical data as may be reasonably required for the purpose of reviewing the capacity provided by the designated airline of the first Contracting Party on the specified route. Such data shall include all information required to determine the amount of traffic carried.

ARTICLE 12 Establishment of Tariffs

- 1) The tariffs on any agreed services shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of services (such as standards of speed and accommodation) and the tariffs of other airlines for any parts of the specified route. These tariffs shall be fixed in accordance with the following provisions of this Article.
- 2) The tariffs referred to in paragraph (1) of this Article shall be agreed upon between the designated airlines of both Contracting Parties, in consultation, when necessary and possible, with other airlines operating over the whole or part of that route. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of both Contracting Parties and shall be submitted to their respective aeronautical authorities at least 90 days prior to the proposed date of introduction of these tariffs. This period can be reduced in certain cases upon agreement between the said authorities.
- 3) If the designated airline can not agree on any of these tariffs, the aeronautical authorities of the Contracting Parties shall try to determine the tariffs by agreement between themselves.

- 4) If the aeronautical authorities can not agree on the approval of any tariff submitted to them under paragraph (2) of this Article or on the determination of any tariff under paragraph (3), the matter shall be referred to the Contracting Parties for settlement in accordance with the provisions of Article 17 of this Agreement.
- 5) Pending determination of a new tariff in accordance with the provision of this Article, the tariffs already in force shall prevail. Nevertheless a tariff shall not be prolonged by virtue of this paragraph for more than 12 months after the date on which it otherwise, would have expired.

ARTICLE 13

Documents

- 1) The aircraft of the designated airline of either Contracting Party operating on the specified route shall bear its nationality and registration marks and carry on board the following certificates and documents:
 - a) certificate of registration
 - b) certificate of airworthiness
 - c) journey log sheet
 - d) aircraft radio station licence
 - e) licences or certificates for each member of the crew
 - f) list of crew members
 - g) list of passengers giving the places of departure and destination
 - h) manifest of cargo and mail
 - i) general declaration

Each Contracting Party shall recognize as valid the certificates and licences mentioned above issued or rendered valid by the other Contracting Party, provided that the requirements under which such certificates or licences above issued or rendered valid are equal to or above the minimum standard which may be established pursuant to the Convention.

- 2) The designated airline of either Contracting Party can operate the agreed services on the specified route(s) with aircraft leased from a third country. However, consultation shall be conducted between aeronautical authorities if necessary at the request of either one of them in the case of aircraft having nationality of a third country.

ARTICLE 14

Search and Rescue

In case the aircraft of the designated airline of one Contracting Party is in distress or meets with an accident in the territory of the other Contracting Party, the other Contracting Party shall:

- a) inform without delay the first Contracting Party of the accident;
- b) immediately start search and rescue operations;
- c) render assistance to the passengers and crew;
- d) provide all security measures for aircraft and its contents;

- e) carry out investigation into the accident;
- f) permit the representatives of the first Contracting Party access to the aircraft and participate in the investigation as observers;
- g) give clearance to the aircraft and its contents as soon as they are no longer necessary for the investigation; and
- h) communicate in writing to the first Contracting Party its conclusion and the final report concerning the investigation.

ARTICLE 15

Aviation Security

The Contracting Parties agreed to provide all practicable aid to each other with a view to suppressing the unlawful seizure of aircraft and other unlawful acts against aircraft, airports and air navigation facilities, and threats to aviation security.

The Contracting Parties shall have regard to the provisions of the Convention on Offences and certain other Acts committed on Board the Aircraft, signed at Tokyo on the 14th September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on the 16th December 1970, and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on the 23rd September 1971.

The Contracting Parties shall also have the regard to applicable aviation security provisions established by the International Civil Aviation Organization. When incidents or threats of unlawful seizures of aircraft or other unlawful acts against aircraft, airports or air navigation facilities occur, the Contracting Parties shall expedite and facilitate, to the intent to terminate such incidents rapidly and safely. Each Contracting Party shall give sympathetic consideration to any request from the other for special security measures for its aircraft or passenger to meet a particular threat.

ARTICLE 16

Consultations

- 1) The Contracting Parties shall ensure the correct implementation of, and satisfactory compliance with, the provisions of the present Agreement in a spirit of close cooperation and mutual support. To this end, the aeronautical authorities of the Contracting Parties shall consult each other from time to time.
- 2) Either Contracting Party may request consultation with the other Contracting Party, which may be either oral or in writing, and which shall begin within a period of 60 days from the date of receipt of the request, unless both Contracting Parties jointly determine an extension of this period.

ARTICLE 17

Settlement of Disputes

If any difference of opinion arises in respect of the interpretation or application of this Agreement, aeronautical authorities of the Contracting Parties shall, where appropriate, endeavour to settle it directly through consultation in a spirit of friendly cooperation and mutual understanding. If the matter at issue does not lie within their competence, both aeronautical authorities of the Contracting Parties shall endeavour to settle it through diplomatic channels.

ARTICLE 18 Amendment

- 1) If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement and the Annex thereto, it may request consultation with the other Contracting Party. Such consultation, which may be through discussion or by correspondence between the Aeronautical Authorities, shall begin within a period of sixty (60) days from the date of the request.
- 2) Modifications to the present Agreement shall come into force on the day on which both Contracting Parties notify each other in writing that they have fulfilled their legal formalities required.
- 3) Modifications to the Annex to the present Agreement shall take immediate effect as soon as they are agreed upon in writing through consultations between the aeronautical authorities of both Contracting Parties.

ARTICLE 19 Termination

Either Contracting Party may at any time notify the other Contracting Party of its decision to terminate this Agreement, If such notice is given, this Agreement shall terminate twelve months after the date of receipt by the other Contracting Party of the notice to terminate, unless the notice under reference is withdrawn before the expiry of that period. Notice shall be deemed to have been received 14 days after the date of the notice, or at the date of handling the notice to the diplomatic mission of the other Contracting Party in the territory of the first Contracting Party.

ARTICLE 20 Titles

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

ARTICLE 21 Entry into Force

This Agreement shall come into force on the date of exchange of diplomatic notes confirming that the Contracting Parties have completed their respective constitutional procedures.

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

Done at Beijing on this day of 24 February 1998 in duplicated in the Chinese, Arabic and English languages, all three texts being equally authentic. English text shall prevail for interpretation purpose.

FOR THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF CHINA

FOR THE GOVERNMENT OF THE
STATE OF BAHRAIN

CHEN GUANGYI

ALIBIN KHALIFA AL KHALIFA

ROUTE SCHEDULE

- 1) The route of the designated airline of the Government of the People's Republic of China shall be as follows in both directions:

Points of origin	:	points in the People's Republic of China
Intermediate points	:	open
Destination points	:	Bahrain
Beyond points	:	open

- 2) The route of the designated airline of the Government of the State of Bahrain shall be as follows in both directions:

Points of origin	:	Bahrain
Intermediate points	:	open
Destination points	:	Beijing, Shanghai or another point
Beyond points	:	open

Note

- A. Any intermediate point or beyond point may, at the option of the designated airline be omitted on any or all flights, provided the services shall originate and terminate in the territory of the Contracting Party designating the airline.
- B. In case the designated airline of either Contracting Party desires to operate additional flights on the specified route, it shall submit a request to the aeronautical authorities of the other Contracting Party, and the flight can be commenced only after approval has been obtained.