

# 中华人民共和国政府和苏丹共和国政府

## 航班协定

中华人民共和国政府和苏丹共和国政府（以下简称“缔约双方”），为了便利两国人民之间的友好交往，发展两国民用航空方面的相互关系，

作为1944年12月7日在芝加哥开放签字的《国际民用航空公约》的当事国，

就建立和经营两国领土之间及其以远地区的航班，达成协议如下：

### 第一条 定 义

除非本协定另有规定，本协定中：

一、“航空当局”，中华人民共和国方面指中国民用航空局，或者指授权执行该局目前所行使的任何职能的任何个人或者机构；苏丹共和国方面指苏丹民用航空局，或者指授权执行该局目前所行使的任何职能的任何个人或者机构。

二、“协定”，指本协定及其附件以及根据本协定第十九条

规定对本协定和/或附件的任何修改。

三、“空运企业”，指提供或者经营国际航班的任何航空运输企业。

四、“指定空运企业”，指根据本协定第三条规定经指定和许可的空运企业。

五、“航空器”，指民用航空器。

六、“航班”，指以航空器从事旅客、行李、货物或者邮件公共运输的任何定期航班。

七、“国际航班”，指飞经一个以上国家领土上空的航班。

八、“非运输业务性经停”，指目的不在于上下旅客、行李、货物或者邮件的任何经停。

九、“运力”：

（一）就航空器而言，指该航空器在航线或者航段上可提供的商务载量。

（二）就航班而言，指飞行该航班的航空器的运力乘以该航空器在一定时期内在航线或者航段上所飞行的班次。

十、“运价”，指运输旅客、行李和货物所采用的价格和价格条件，包括提供代理和其他附属服务的价格和价格条件，但不包括运输邮件的价格和价格条件。

十一、“航线表”，指本协定附件规定的航线表或者根据本

协定第二十条规定修改的航线表。航线表是本协定的组成部分。

十二、“规定航线”，指航线表规定的航线。

十三、“业务”，指旅客、行李、货物或者邮件。

## 第二条 授 权

一、缔约一方给予缔约另一方以本协定规定的权利，以便缔约另一方指定空运企业在附件规定的航线上建立和经营国际航班（以下称为“协议航班”）。

二、在不违反本协定规定的情况下，缔约一方指定空运企业在规定航线上经营协议航班时，享有下列权利：

（一）沿缔约另一方航空当局规定的航路不经停飞越缔约另一方领土；

（二）经缔约另一方航空当局同意，在缔约另一方领土内规定航线上的地点作非运输业务性经停；

（三）在缔约另一方领土内规定航线上的地点经停，以便上下来自或前往缔约一方领土的国际旅客、行李、货物和邮件。

三、缔约一方指定空运企业在缔约另一方领土内地点载运前往或者来自第三国国际业务的权利，由缔约双方航空当局商定。

### **第三条 空运企业的指定和许可**

一、缔约一方有权书面向缔约另一方指定一家或者多家空运企业，在规定航线上经营协议航班，并且有权撤消或更改上述指定。

二、缔约一方指定空运企业的主要所有权和有效管理权应属于该缔约方国家或者其国民。

三、缔约另一方航空当局可要求缔约一方指定空运企业向其证明，该指定空运企业有资格履行缔约另一方航空当局通常合理地适用于国际航班经营的法律和规章所规定的条件与义务。

四、在不违反本条第二款和第三款规定的情况下，缔约另一方在收到上述指定通知后，应立即给予该指定空运企业以适当的经营许可，不应无故迟延。

五、缔约一方指定空运企业一经获得许可，即可在上述许可规定的日期，按照本协定的有关规定开始经营协议航班。

### **第四条 许可的撤销、暂停或者附加条件**

一、有下列情形之一的，缔约一方有权撤销或者暂停对缔

约另一方指定空运企业的经营许可，或者对该指定空运企业行使本协定第二条规定的权利附加它认为必要的条件：

（一）缔约一方对该指定空运企业的主要所有权和有效管理权是否属于指定该空运企业的缔约另一方国家或者其国民有疑义；或者

（二）该指定空运企业不遵守本协定第五条所指的缔约一方的法律和规章；或者

（三）该指定空运企业在其它方面没有按照本协定规定的条件经营。

二、除非本条第一款规定的撤销、暂停或者附加条件必须立即执行，以防止该指定空运企业进一步违反法律和规章，上述权利只能在与缔约另一方磋商后方可行使。

## **第五条 法律和规章的适用**

一、缔约一方关于从事国际飞行的航空器进出其领土或者在其领土内运行和航行的法律和规章，应适用于缔约另一方指定空运企业进出该缔约一方领土或者在该缔约一方领土内运行和航行的航空器。

二、缔约一方关于旅客、机组、行李、货物或者邮件进出

其领土或者在其领土内停留的法律和规章，例如关于入境、放行、移民、护照、海关和检疫的法律和规章，应适用于缔约另一方指定空运企业进出该缔约一方领土或在该缔约一方领土内停留的航空器所载运的旅客、机组、行李、货物或者邮件。

三、缔约一方关于航空器方面的其他法律和规章以及有关民用航空方面的规定，应适用于在其领土内运营协议航班的缔约另一方指定空运企业。

四、对直接过境、不离开为直接过境而设的机场区域的旅客、行李、货物和邮件，只采取简化的控制措施。

## **第六条 运力规定**

一、缔约双方指定空运企业应享有公平均等的机会在规定航线上经营协议航班。

二、在经营协议航班方面，缔约一方指定空运企业应考虑到缔约另一方指定空运企业的利益，以免不适当地影响后者在相同航线或者航段上经营的航班。

三、缔约双方指定空运企业提供的协议航班应以合理的载运比率提供足够的运力，以便满足缔约双方领土之间的旅客、行李、货物和邮件的运输需要。

四、缔约一方指定空运企业在缔约双方领土以外规定航线上地点上下旅客、行李、货物和邮件，应根据运力须与下列各点相联系的总原则予以规定：

（一）来自和前往指定空运企业的缔约一方领土的运输需要；

（二）协议航班所经缔约双方以外国家或者地区的运输需要，但应考虑该国家或地区的空运企业所建立的其他航班；

（三）联程航班经营的需要。

## 第七条 商务安排

一、运力、班次和机型应由缔约双方航空当局商定。

二、缔约一方指定空运企业可根据运输需要申请在规定的航线上进行加班飞行。加班飞行的申请至迟应在距计划加班飞行之日3天前向缔约另一方航空当局提出，获准后方可飞行。

## 第八条 运 价

一、缔约一方指定空运企业经营本协定规定航线上的协议

航班的运价应在合理的水平上制定,适当照顾到一切有关因素,包括经营成本、合理投资回报、合理利润、航班特点(如速度和舒适水平)、用户利益以及其他空运企业的航班在规定航线任何航段上的运价。如有可能,运价可以采用国际航空运输协会的机制达成,运价的确定应当根据本条以下的规定。

二、拟采用的运价至迟应在距计划采用之日 30 天前提交缔约双方民航当局批准。在特殊情况下,可由双方航空当局达成协议,缩短上述期限。

三、可对拟采用的运价给予快速批准。根据本条第二款的规定,如自运价提交 15 日之内双方民航当局均未表示不同意见,可视为该运价已获得批准。如根据本条第二款的规定缩短了提交时间,缔约双方民航当局可商定,在少于 15 日之内发出未批准的通知。

四、如果缔约一方航空当局通知缔约另一方航空当局不批准该缔约另一方指定空运企业拟采用的运价,则缔约双方航空当局应努力达成协议,确定运价。

五、如果缔约双方航空当局未能根据本条第二款就提交的运价达成协议,或者未能根据本条第四款就运价的确定达成协议,此项争端应根据本协定第十九条规定予以解决。

六、根据本条规定制定的运价应在新运价制定前继续适用。



但是该运价不得以本款为由,在其本应过期之日起 12 个月后依然有效。

### **第九条 技术服务和费率**

一、缔约一方应在其领土内为缔约另一方指定空运企业经营的协议航班提供主用机场、备用机场、航行设施以及相关服务,包括通信、导航、气象服务及其他附属服务。

二、缔约一方指定空运企业使用缔约另一方的机场和航行设施,应按照缔约另一方有关当局规定的公平合理的费率付费。这些费率不应高于其他国家任何空运企业在缔约另一方领土内使用类似机场和航行设施所适用的费率。

### **第十条 资料的提供**

缔约一方航空当局应根据缔约另一方航空当局的要求,向其提供审议缔约一方指定空运企业在规定航线上协议航班的运力所合理需要的统计资料,这些资料应包括能确定该指定空运企业协议航班运输的业务量所需的全部资料。

## 第十一条 代表机构和人员

一、缔约一方应给予缔约另一方指定空运企业在其领土内派驻经营协议航班所需要的技术和商务人员的权利。上述人员应遵守该缔约一方关于入境、停留的法律和其他规章，并应在对等的基础上，获得必需的工作许可、雇用签证或者其他类似文件，不应无故延迟。

二、缔约一方指定空运企业有权在缔约另一方领土内直接以及通过领有执照的代理销售有关协议航班的运输服务。

三、任何指定空运企业有权销售运输服务，任何人都可以使用当地货币或者使用根据该国有效的外汇管理规章可以自由兑换的其他国家货币购买运输服务。

四、代表机构的人员需求，指定空运企业可自行决定，通过本企业的人员予以满足，或者通过使用有权在该缔约另一方领土内提供服务的其他组织、公司或者空运企业予以满足。

## 第十二条 航班计划批准

一、缔约任何一方指定空运企业至迟应在每一航季（夏季和冬季）生效之日60天前将航班计划，包括拟采用的机型，提

交缔约另一方航空当局批准。特殊情况下，经缔约另一方当局同意，可以缩短上述期限。

二、收到上述提交的航班计划的航空当局应及时批准或者提出修改建议。任何情况下，缔约一方指定空运企业提交的航班计划在未得到对方航空当局批准前，不得开始经营协议航班。

三、指定空运企业已获批准的航班计划如有任何变更，应提交缔约另一方航空当局批准。

### 第十三条 税 费

一、缔约一方指定空运企业飞行协议航班的航空器进入缔约另一方领土时，该航空器及该航空器上的正常设备、零备件（包括发动机）、燃料、油料（包括液压油、润滑油）和机上供应品（包括食品、饮料和烟草），应在对等的基础上免纳一切关税、税收、检验费和其他类似费用。但这些设备和物品应留置在该航空器上直至重新运出。

二、除了提供服务的费用外，下列设备和物品应在对等的基础上免纳一切关税、税收、检验费和其他类似费用：

（一）运入缔约另一方领土供指定空运企业在飞行协议航班的航空器上使用的正常设备、零备件（包括发动机）、燃料、

油料（包括液压油、润滑油）和机上供应品（包括食品、饮料和烟草），即使这些设备和物品在缔约另一方领土内的部分航段上使用；

（二）运入缔约另一方领土的为维护或者检修指定空运企业飞行协议航班的航空器的零备件（包括发动机）。

三、本条第一、二款所述设备和物品，经缔约另一方海关当局同意后，可在缔约另一方领土内卸下。这些设备和物品应受缔约另一方海关当局监管或控制直至重新运出，或者根据该缔约另一方的海关法规另作处理。

四、缔约一方指定空运企业和另一家或者多家在缔约另一方领土内享有同样税费免纳待遇的空运企业订有合同，在缔约另一方领土内向其租借或者转让本条第一、二款所述设备和物品的，则也应适用本条第一、二款的豁免规定。

五、缔约一方指定空运企业运入缔约另一方领土的客票、货运单和宣传品，应在对等的基础上免纳一切关税、税收、检验费和其他类似费用。

六、缔约一方指定空运企业在缔约另一方领土内的常驻代表机构的办公用品、自用车辆，用于机场内的专用车辆或者用于运送机组人员及其行李的客车型车辆（不包括小轿车）以及包括零备件在内的计算机订座系统和通信设备，在进入缔约另

一方领土时，应在自用合理数量范围内和对等的基础上免纳关税以及其他进口环节的税收。

七、直接过境的行李、货物和邮件，除提供服务的费用外，应在对等的基础上免纳一切关税、税收、检验费和其他类似费用。

八、缔约一方指定空运企业经营协议航班在缔约另一方领土内取得的收入、利润，应在对等的基础上免征一切税收。

九、缔约一方指定空运企业在缔约另一方领土内的财产，应在对等的基础上免征一切税收。

十、缔约一方指定空运企业在缔约另一方领土内的常驻代表机构人员如系该缔约一方国民，其取得的工资、薪金和其他类似报酬，应在对等的基础上免征一切税收。

#### **第十四条 收入汇兑**

一、缔约一方指定空运企业在对等的基础上，有权将在缔约另一方领土内取得的收入扣除支出的结余部分汇至缔约一方领土。

二、上述收入结余部分的汇兑应用可兑换货币，并按汇兑当日适用的有效汇率进行结算。

三、缔约一方应为缔约另一方指定空运企业在其领土内汇兑所取得的收入提供便利，并及时协助该空运企业完成有关手续。

### 第十五条 航空保安

一、缔约双方重申，为保护民用航空安全免遭非法干扰而相互承担的义务，构成本协定不可分割的组成部分。缔约双方应特别遵守1963年9月14日在东京签订的《关于在航空器内的犯罪和其他某些行为的公约》、1970年12月16日在海牙签订的《关于制止非法劫持航空器的公约》、1971年9月23日在蒙特利尔签订的《关于制止危害民用航空安全的非法行为的公约》以及1988年2月24日在蒙特利尔签订的《制止在用于国际民用航空机场发生的非法暴力行为的议定书》的规定。

二、缔约双方应根据请求相互提供一切必要的协助，防止非法劫持航空器和其他危及航空器及其旅客、机组、机场和航行设施安全的非法行为，以及危及民用航空安全的任何其他威胁。

三、缔约双方在其相互关系中，应遵守国际民用航空组织制定的、作为《国际民用航空公约》附件并对缔约双方均适用

的航空保安标准和建议措施。缔约双方应要求在其领土内注册的航空器经营人和主要营业地或者永久居住地在其领土内的航空器经营人以及在其领土内的机场经营人遵守上述航空保安规定。

四、缔约双方同意，可要求上述航空器经营人在进出缔约另一方领土或者在缔约另一方领土内停留时遵守缔约另一方规定的本条第三款所述的航空保安规定。缔约双方保证在其领土内采取足够有效的措施，在登机或者装机前和在登机或者装机时，保护航空器的安全，并且在登机或者装机前，对旅客、机组、行李、货物和机上供应品进行检查。缔约一方对缔约另一方提出的为对付特定威胁而采取合理的特殊保安措施的要求，应给予同情的考虑。

五、当发生非法劫持航空器事件或者以劫持航空器相威胁，或者发生其他危及航空器及其旅客、机组、机场或者航行设施安全的非法行为时，缔约双方应相互协助，提供联系的方便并采取其他适当的措施，以便迅速、安全地结束上述事件或者威胁。

## 第十六条 航空安全

一、缔约一方可随时要求就缔约另一方保持的有关航行设施、机组、航空器以及航空器经营的安全标准进行磋商。磋商应在收到上述要求之日起 30 天内进行。

二、磋商之后，如缔约一方发现缔约另一方在上述领域内未能有效保持和实施当时根据公约制定的最低的安全标准，则缔约一方应将该发现和为符合最低标准所应采取的必要措施通知缔约另一方。缔约另一方应当在商定的期限内采取适当的纠正措施。缔约另一方未能在 15 天内或者双方商定的更长时间内采取适当的措施，将成为适用本协定第四条的理由。

三、尽管有公约第三十三规定的义务，缔约一方空运企业或者代表该缔约一方指定空运企业经营的抵离缔约另一方领土航班的任何航空器，在缔约另一方领土内时，在不造成该航空器运营不合理延误的情况下，缔约另一方授权代表有权登机和在航空器周围进行检查，以便核实航空器文件和机组人员证件的有效性以及航空器及其设备的外观条件（本条称“停机坪检查”）。

四、如果任何一次或一系列上述停机坪检查造成：

（一）对某一航空器或者某一航空器的运营不符合当时根



据公约规定的最低标准的严重关注，或者

(二) 对当时根据公约制定的安全标准缺乏有效的保持和实施的严重关注，

为了公约第三十三条的目的，执行停机坪检查的缔约一方有权自行认定，向该航空器或者机组颁发或者核准有效的证件或者执照的要求，或者航空器运营的要求，未相当于或者低于根据公约制定的最低标准。

五、如果根据上述第三款对缔约一方空运企业经营或者代表该缔约一方一家或者多家空运企业经营的航空器进行停机坪检查时，遭到相关空运企业代表的拒绝，缔约另一方可自行推断得出第四款中的严重关注并得出该款所述的决定。

六、无论是出于停机坪检查，或者一系列的停机坪检查，或者停机坪检查遭拒绝，或者由于磋商或者其他原因认为，为了空运企业的运营安全有必要立即采取行动，缔约一方保留暂停或者更改缔约另一方一家或者多家空运企业的经营许可的权利。

七、缔约一方按照上述第二款或者第六款采取的任何行动，一旦采取行动的依据不复存在，应予停止。

## **第十七条 证件和执照的承认**

缔约一方应承认缔约另一方颁发或者核准的用于在规  
定航线上经营协议航班的有效适航证、合格证和执照，但是颁发  
或者核准上述证件或者执照的标准，应相当于或者高于根据《国  
际民用航空公约》随时制定的最低标准。

## **第十八条 磋 商**

一、缔约双方应本着密切合作和相互支持的精神，保证本  
协定各项规定得到正确实施和满意遵守。为此，缔约双方航空  
当局应经常互相磋商。

二、缔约一方可随时要求与缔约另一方就本协定进行磋  
商。这种磋商应尽早开始，除非另有协议，至迟应在缔约另一  
方收到要求之日起60天内进行。

## **第十九条 争端的解决**

一、如缔约双方对本协定的解释或者实施发生争端，可先

由缔约双方航空当局通过谈判磋商解决。

二、如缔约双方航空当局不能就上述争端达成协议，缔约双方应通过外交途径予以解决。

## 第二十条 修 改

一、缔约一方如认为需要修改本协定或者其附件的任何规定，可随时要求与缔约另一方以会晤或者书面形式进行磋商，并应在缔约另一方收到要求之日起60天内开始。任何达成一致的修改应在双方完成宪法或者其他所需的程序后通过外交换文确认生效。

二、如果修改仅限于附件航线表或谅解备忘录的规定，该修改可经缔约双方航空当局商定，并自缔约双方航空当局批准之日起生效。

## 第二十一条 终 止

缔约一方可随时通过外交途径通知缔约另一方其终止本协定的决定。本协定应在缔约另一方收到通知之日起12个月后

终止，除非在期满前经缔约双方协议撤回该通知。

## **第二十二条 登 记**

本协定或者对本协定的任何修改应向国际民用航空组织登记。

## **第二十三条 标 题**

本协定每条的标题，只是为了查阅方便，绝非对本协定条款的范围或者意图予以解释、限制或者说明。

## **第二十四条 生 效**

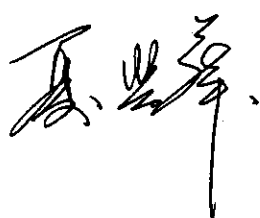
本协定自签字之日起生效。

下列代表，经其各自政府正式授权，在本协定上签字，以昭信守。

本协定于二〇〇九年十一月 日在喀土穆签订，一式三份，每份均用中文、阿拉伯文和英文写成，所有文本同等作准。如对文本的解释产生分歧，以英文文本为准。

中华人民共和国政府

代 表



苏丹共和国政府

代 表



附件

航 线 表

(一) 中华人民共和国政府指定空运企业经营协议航班的  
往返航线:

始发点: 中国境内任何地点

中间点: 任何地点

目的点: 中方自行选定的苏丹境内三个地点

以远点: 任何地点

(二) 苏丹共和国政府指定空运企业经营协议航班的往返  
航线:

始发点: 苏丹境内任何地点

中间点: 任何地点

目的点: 苏丹自行选定的中国境内三个地点

以远点: 任何地点

注:

1、缔约任何一方指定空运企业在任何或者所有飞行中,可  
自行决定不经停规定航线上的任何地点并可自行决定飞行航线  
的组合,但协议航班应在指定该空运企业的缔约一方领土内始

发和终止。

2、缔约双方指定空运企业在上述航线上行使第五业务权，  
应由双方航空当局商定。

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

The Government of the People's Republic of China and the Government of the Republic of the Sudan (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;

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

Have agreed on the establishment and operation of air services between and beyond their respective territories as follows:

**ARTICLE 1**  
**DEFINITIONS**

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

(1) the term "aeronautical authorities" means, in the case of the People's Republic of China, the Civil Aviation Administration of China, or any person or agency authorized to perform any function presently exercised by the said Administration; and in the case of the Republic of the Sudan, the Civil Aviation Authority, or any person or agency authorized to perform any function presently exercised by the said Administration.

(2) the term "Agreement" means this Agreement and its Annex as well as any amendment to this Agreement and/or its Annex made in accordance with Article 19 (Amendments and Modifications) of this Agreement.



(3) the term "airline" means any air transport enterprise offering or operating international air services.

(4) the term "designated airline" means an airline which has been designated and authorized in accordance with Article 3 of this Agreement.

(5) the term "aircraft" means civil aircraft.

(6) the term "air service" means any scheduled air service performed by aircraft for the public transport of passengers, baggage, cargo or mail.

(7) the term "international air service" means an air service which passes through the air space over the territory of more than one State.

(8) the term "stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo or mail.

(9) the term "capacity" means:

(a) in relation to an aircraft, the payload of that aircraft available on a route or section of a route;

(b) in relation to an 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.

(10) the term "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary service, but excluding prices and conditions for the carriage of mail.

(11) the term "Route Schedule" means the Route Schedule annexed to this Agreement or as amended in accordance with the provisions of Article 20 (Amendments and Modifications) of this Agreement. The Route Schedule forms an integral part of this Agreement.

(12) the term "specified route" means the route specified in the Route Schedule.

(13) the term "traffic" means passengers, baggage, cargo and mail.

## **ARTICLE 2 GRANT OF RIGHTS**

(1) Each Contracting Party grants to the other Contracting Party the rights specified in

this Agreement to enable the designated airlines of the other Contracting Party to establish and operate international air services on the route specified in the Annex (hereinafter called "the agreed services").

(2) Subject to the provisions of this Agreement, the designated airlines 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 route(s) prescribed by the aeronautical authorities of the other Contracting Party;

(b) to make stops for non-traffic purposes at point(s) on the specified route in the territory of the other Contracting Party, subject to the approval of the aeronautical authorities of the other Contracting Party; and

(c) to make stops at the point(s) on the specified route in the territory of the other Contracting Party for the purpose of taking on board and discharging international traffic in passengers, baggage, cargo and mail, originating in or destined for the first Contracting Party.

(3) The right of the designated airlines of one Contracting Party to take on board and discharge at point(s) in the territory of the other Contracting Party international traffic to or from a third country shall be agreed upon between the aeronautical authorities of the two Contracting Parties.

### **ARTICLE 3 AIRLINE DESIGNATION AND AUTHORIZATION**

(1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines to operate the agreed services on the specified route, and to withdraw or alter such designations.

(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 airlines designated by the first Contracting Party to satisfy them that it is qualified to meet the conditions and the obligations prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities.

(4) On receipt of such designation, the other Contracting Party shall, subject to the

provisions of paragraphs (2) and (3) of this Article, grant to the airline(s) so designated the appropriate operating authorization without unreasonable delay.

(5) The designated airline(s) of one Contracting Party may commence, when it has acquired operating authorization, operation of the agreed services in accordance with the relevant provisions of this Agreement from the date prescribed in such authorization.

#### **ARTICLE 4 REVOCATION, SUSPENSION OF AUTHORIZATION OR IMPOSITION OF CONDITION**

(1) Each Contracting Party shall have the right to revoke or suspend the operating authorization granted to the designated airline(s) 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 (Grant of Rights) of this Agreement, in any of the following cases:

(a) where it is not satisfied that the substantial ownership and effective control of the said designated airline are vested in the other Contracting Party designating that airline or its nationals; or

(b) where the said designated airline fails to comply with the laws and regulations of the first Contracting Party referred to in Article 5 of this Agreement; or

(c) where the said designated airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

(2) Unless immediate revocation, suspension of rights or imposition of conditions prescribed in paragraph (1) of this Article is essential to prevent further infringement of laws and regulations by the said designated airline, such rights shall be exercised only after consultation with the other Contracting Party.

#### **ARTICLE 5 APPLICATION OF LAWS AND REGULATIONS**

(1) The laws and regulations of one Contracting Party relating to the admission to, departure from or operation and navigation in its territory of aircraft engaged in the international operation shall be applicable to the aircraft of the designated airline(s) of

the other Contracting Party, while entering, departing from or operating and navigating in the territory of the first Contracting Party.

(2) The laws and regulations of one Contracting Party relating to admission to, stay in or departure from its territory of passengers, crew, baggage, cargo or mail, such as laws and regulations relating to entry, clearance, immigration, passports, customs and quarantine, shall be applicable to the passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airline(s) of the other Contracting Party while entering, staying in and departing from the territory of the first Contracting Party.

(3) Other relevant laws and regulations relating to aircraft and provisions in respect of civil aviation of one Contracting Party shall be applicable to the designated airline(s) of the other Contracting Party while operating the agreed services in the territory of the first Contracting Party.

(4) Passengers, baggage, cargo and mail in direct transit and not leaving the area of the airport reserved for such purpose shall be subject to no more than a simplified control.

#### **ARTICLE 6 CAPACITY PROVISIONS**

(1) There shall be a fair and equal opportunity for the designated airlines of the Contracting Parties to operate the agreed services on the specified route.

(2) In operating the agreed services the designated airline(s) of each Contracting Party shall take into account the interests of the designated airline(s) of the other Contracting Party so as not to affect unduly the services provided by the latter on the whole or part of the same route.

(3) The agreed services supplied 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 taking on board and discharging passengers, baggage, cargo and mail by the designated airline(s) of one Contracting Party at point(s) on the specified route other than point(s) in the territory of either Contracting Party shall be made in accordance with the general principles that capacity shall be related to:

(a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;

(b) traffic requirements of the country or region other than the Contracting Parties through which the agreed service passed, taking account of other air services established by airline(s) of the State or that region;

(c) the requirements of through airline operation.

#### **ARTICLE 7 COMMERCIAL ARRANGEMENTS**

(1) Capacity and frequency shall be agreed upon between the aeronautical authorities of the Contracting Parties.

(2) The designated airline(s) of either Contracting Party may, according to traffic requirements, apply for operation of extra section on the specified route. The application for such flight shall be submitted to the aeronautical authorities of the other Contracting Party, at least three (3) days before its proposed operation, and the flight can be operated only after approval has been obtained.

#### **ARTICLE 8 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. Wherever possible, tariffs can be reached by the use of the mechanism of International Air Transport Association. 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 (30) 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 (15) 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 (15) 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 (Settlement of Disputes) 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 9 TECHNICAL SERVICES AND RATE OF CHARGE**

(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(s) of the other Contracting Party.

(2) The designated airline(s) of each Contracting Party shall be charged for the use of airports and air navigation facilities of the other Contracting Party at fair and reasonable rates prescribed by the appropriate authorities of the other Contracting Party. Such rate shall not be higher than those applicable to any airline of other States for the services and the use of similar airports and air navigational facilities in the territory of the other Contracting Party.

#### **ARTICLE 10 PROVISION OF STATISTICAL DATA**

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 agreed services operated by the designated airline(s) of the first Contracting Party on the specified route. Such data shall include all information required to determine the amount of traffic carried by the said designated airline on the agreed services.

#### **ARTICLE 11 REPRESENTATION AND PERSONNEL**

(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 designated airline of each Contracting Party shall be allowed in the territory of the other Contracting Party to engage directly and, at the airlines' discretion, through its licensed agents in the sale of air transportation related to the agreed services.

(3) Each airline shall have the right to sell such transportation, and any person may purchase such transportation, in the currency of that territory or in freely convertible currencies of other countries subject to foreign currency control regulations in force in that Contracting Party.

(4) 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.

#### **ARTICLE 12 APPROVAL OF FLIGHT SCHEDULES**

(1) The designated airlines of either Contracting Party shall submit their flight schedules, including the type of aircraft, for approval to the Aeronautical Authorities of the other Contracting Party on each schedule period (Summer and Winter) not later than sixty (60) days prior to the effective date of schedule. In special cases this time limit may be reduced subject to consent of the said Authorities.

(2) The Aeronautical Authorities receiving such flight schedules shall approve them or suggest modifications; in any case the designated airlines shall not commence their

services before the schedules are approved by the Aeronautical Authorities concerned.

(3) Any subsequent changes to the approved timetables of a designated airline shall be submitted for approval to the aeronautical authority of the other Contracting Party.

### **ARTICLE 13 CUSTOMS DUTIES AND TAXATION**

(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(s), 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(s).

(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 authorities of the other Contracting Party. Such equipment and items shall be kept under the supervision or control of the Customs authorities 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(s) 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(s) 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 revenues and profit realized by the designated airline(s) of each Contracting Party within the territory of the other Contracting Party in connection with operation of the agreed services shall be exempt from all taxes.

(9) The property of the designated airline(s) of each Contracting Party within the territory of the other Contracting Party shall exempt from all taxes on the basis of reciprocity.

(10) Wages, salaries and other similar remuneration received by the employees of the representation of the designated airline(s) of either Contracting Party, who are nationals of the first Contracting Party, shall be exempt from all taxes on the basis of reciprocity by the other Contracting Party.

#### **ARTICLE 14 CONVERSION AND REMITTANCE OF REVENUE**

(1) The designated airline(s) of each Contracting Party shall have, on the reciprocal basis, the right to remit its revenue received in the territory of the other Contracting Party to the territory of the first Contracting Party.

(2) The conversion and remittance of such revenue shall be effected in convertible

currencies at the effective rate of exchange prevailing on the date of remittance.

(3) Each Contracting Party shall facilitate the conversion and remittance of the revenue received in its territory by the designated airline(s) of the other Contracting Party, and assist promptly the said airline(s) in attending to the relevant formalities.

#### **ARTICLE 15 AVIATION SECURITY**

(1) 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. The Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offenses 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 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 Standards and Recommended Practices relating to aviation security established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation to the extent that such Standards and Recommended Practices are applicable to the Contracting Parties. They shall require that operators of aircraft of their registry and operators of aircraft who have their principal place of business or permanent residence in their territory and operators of airport in their territory act in conformity with such aviation security provisions.

(4) Both Contracting Parties agree that such operators of aircraft may be required to observe the aviation security provisions established by the other Contracting Party as referred to in paragraph (3) of this Article for entry into, departure from, or while within the territory of that other Contracting Party. Both Contracting Parties shall ensure that adequate measures are effectively applied within its territory to protect the safety of the aircraft prior to and during boarding or loading, and to inspect passengers, crew, baggage, cargo and aircraft stores prior to 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 unlawful seizure of 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.

#### **ARTICLE 16 AVIATION SAFETY**

(1) 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.

(2) 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 (1) 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. The other Contracting Party shall then take appropriate corrective action within an agreed time period. 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 (Revocation, Suspension of Authorization or Imposition of Condition) of this Agreement.

(3) Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by airlines, or on behalf of an airline 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 the 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 (in this Article called "ramp inspection"), provided that this does not lead to unreasonable delay in the operation of the aircraft.

(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, or

(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 or on behalf of the airline or airlines of one Contracting Party in accordance with paragraph 3 above is denied by the representative of that airline or airlines, 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 authorization of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of access for 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 the airline operation.

(7) Any action by one Contracting Party in accordance with paragraphs (2) or (6) above shall be discontinued once the basis for the taking of that action ceases to exist.

#### **ARTICLE 17 RECOGNITION OF CERTIFICATES AND LICENSES**

Each Contracting Party shall recognize the valid certificate of air worthiness, certificate of competency and licenses issued or validated by the other Contracting Party for the operation of the agreed services on the specified route, provided that the standards of such certificates and licenses are equivalent to or above the minimum standards established from time to time in accordance with the Convention on International Civil Aviation.

**ARTICLE 18  
CONSULTATION**

(1) The Contracting Parties shall, in the spirit of close cooperation and mutual support, ensure the correct implementation of and satisfactory compliance with the provisions of this Agreement. To this end, the aeronautical authorities of the Contracting Parties shall consult each other from time to time.

(2) Either Contracting Party may at any time request consultation with the other Contracting Party concerning this Agreement. Such consultation shall begin as soon as possible, and at least within sixty (60) days from the date of receipt of the request by the other Contracting Party unless otherwise agreed to.

**ARTICLE 19  
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 20  
AMENDMENTS AND MODIFICATIONS**

(1) If either Contracting Party considers it desirable to amend any of the provisions of this Agreement, it may request consultation with the other Contracting Party. Such consultation, which may be through discussion or by correspondence, shall begin within a period of sixty (60) days from the date of the request. Any amendments so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes following completion of the constitutional or otherwise required procedures.

(2) Amendments relating only to the provisions of the annexed Schedules and memorandum of understanding may be agreed upon between the aeronautical authorities of both Contracting Parties. Such amendments will become effective as soon as they are approved by both aeronautical authorities.

**ARTICLE 21  
TERMINATION**

Either Contracting Party may at any time give notice to the other Contracting Party through diplomatic channels of its decision to terminate this Agreement. This Agreement shall then terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party unless such notice is withdrawn by agreement between the Contracting Parties before the expiry of this period.

**ARTICLE 22  
REGISTRATION**

This Agreement or any amendment thereto shall be registered with the International Civil Aviation Organization.

**ARTICLE 23  
TITLES**

The title of each article of this Agreement is for the purpose of reference and convenience and in no way to define, limit or describe the scope or intent of the provisions of this Agreement.

**ARTICLE 24  
ENTRY INTO FORCE**

This Agreement shall enter into force from the date of signature.

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

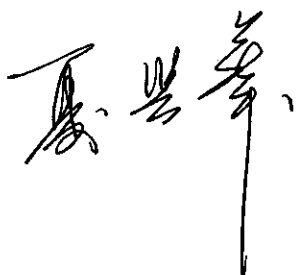
Done in Khartoum on November , 2009 in duplicate in the Chinese, Arabic and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

**For the Government of**

**For the Government of**

**the People's Republic of China**

**the Republic of the Sudan**



**ANNEX  
ROUTE SCHEDULE**

1. The route of the agreed services operated by the airlines designated by the Government of the People's Republic of China shall be as follows in both directions:

Original Points: any points in China

Intermediate Points: any points

Destination Points: 3 points in Sudan to be selected at the discretion of China

Beyond Points: any points

2. The route of the agreed services operated by the airlines designated by the Government of the Republic of the Sudan shall be as follows in both directions:

Original Points: any points in Sudan

Intermediate Points: any points

Destination Points: 3 points in China to be selected at the discretion of Sudan

Beyond Points: any points

Notes:

1. The designated airline(s) of either Party may omit on any or all flights, any point on the specified routes and may serve them in any order, provided the agreed service begin and terminate in the territory of the Party designating the airline.
2. The exercise of fifth freedom traffic rights by the designated airline(s) of both Contracting Parties on the above routes shall be agreed upon between the aeronautical authorities of the two Parties.