

**CIVIL AIR TRANSPORT AGREEMENT BETWEEN THE
GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
AND THE GOVERNMENT OF THE REPUBLIC OF TURKEY**

The Government of the People's Republic of China and the Government of the Republic of Turkey (hereinafter called the Contracting Parties),

With a view to developing the mutual relations between the two countries in respect of air transportation,

Desiring to conclude an agreement for the purpose of establishing air transportation services between and beyond their respective countries,

Have agreed as follows:

ARTICLE 1 DEFINITIONS

For the purpose of the present Agreement:

1) The term “Aeronautical Authorities” means, in the case of the People’s Republic of China, the General Administration of Civil Aviation of China, and, in the case of the Republic of Turkey, the Ministry of Communications, or in the case of either of the Contracting Parties, any person or body authorized to perform any functions exercised by the said authorities.

2) The term “designated airline” means an airline which has been designated and authorized in accordance with article 3 of the present Agreement.

Such airline, when exercising the functions specified in the present Agreement and its Annexes, shall be liable to third persons.

3) The term “air service” means any scheduled air service performed by aircraft for the public transport of passengers, baggage, cargo and mail.

4) The term “international air service” means an air service which passes the air space over the territories of more than one state.

5) The term “airline” means air transport enterprise offering and/or operating international air services.

6) The term “stop for non-traffic purposes” means stop for any purpose other than taking on and/or discharging passengers, baggage, cargo or mail.

7) The term “capacity” means, in relation to an aircraft, the payload of said aircraft available on the route or sector of the route and, in relation to specified air services, the capacity of said aircraft used on such services multiplied by the frequency operated by such aircraft over a given period on the route or sector of the route.

ARTICLE 2 TRAFFIC RIGHTS

1) Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing scheduled international air services on the routes specified in Annex I to the present Agreement. Such services and routes are hereinafter called “the agreed services” and “the specified routes” respectively. The airline designated by each Contracting Party shall enjoy, while operating the agreed services on the specified routes, the following rights:

- a. To fly without landing over the territory of the other Contracting Party in accordance with the approved schedule.
- b. To make stops in the territory of the other Contracting Party at the points specified on the routes designated in Annex I to the present Agreement for the purpose of taking up and putting down international traffic in passengers, baggage, cargo and mail; and,
- c. To make stops for non-traffic purposes in the territory of the other Contracting Party at the points specified on the routes designated in Annex I to the present agreement.

2) Nothing in paragraph 1) of this Article shall be deemed to confer on the designated airline of one Contracting Party the right of taking up 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 the other Contracting Party.

ARTICLE 3 OPERATION AUTHORISATION

1) Each Contracting Party shall have the right to designate, by diplomatic note to the other Contracting Party, and airline to operate its agreed services on the routes specified in Annex I to the present Agreement.

2) Each Contracting Party shall have the right to withdraw, by diplomatic note to the other Contracting Party, the designation of an airline for the operation of its agreed services and to substitute the designation of another airline.

3) On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs 4) and 5) of this Article, without delay grant to the designated airline of the first Contracting Party the appropriate operating authorization.

4) The Aeronautical Authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonable applied to the operation of international air services by such authorities.

5) Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph 3) of this Article, or to impose such conditions as it may deem necessary on the exercise by the designated airline of the other Contracting Party of the rights specified in Article 2, in any case where the said Contracting Party is not satisfied that the substantial ownership and the effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

6) When an airline has been so designated and authorized in accordance with the provisions of the present Agreement, it may begin at any time to operate the agreed services, provided that a tariff established and a capacity agreed in accordance with the provisions of Articles 11 and 12 of the present Agreement is in force in respect of that service.

ARTICLE 4 REVOCATION, SUSPENSION AND IMPOSITION OF CONDITIONS

1. Each Contracting Party shall have the right to revoke the operating authorization, or to suspend the exercise of the rights specified in Article 2 of the present Agreement by the airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights, in any one of the following cases:

- a. Where it is not satisfied that the substantial ownership and effective control of that airline are vested in the other Contracting Party or its nationals,
- b. Where that airline fails to comply with the laws and regulations of the Contracting Party granting these rights; and,
- c. Where that airline otherwise fails to operate in accordance with the conditions prescribed under the present 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 TRAFFIC AND TECHNICAL SERVICES

1) Matters relating to the transportation of passengers, baggage, cargo and mail on the agreed services, including commercial cooperation, time-tables, frequency of flights, types of aircraft, tariffs, technical services to be provided to aircraft on the ground, arrangements for safe operation of the agreed services and the procedure of the financial settlement related to the above, shall be agreed upon between the designated airlines of both Contracting Parties through consultation and, where necessary, shall be subject to the approval of the Aeronautical Authorities of the respective Contracting Parties.

2) Each Contracting Party shall designate in its territory the airports and alternate airports to be used by the designated airline of the other Contracting Party for the operation of the specified routes, and provide the latter with communications, navigational, meteorological and other auxiliary services in its territory as are required for the operation of the agreed services. The detailed arrangements shall be agreed upon between the Aeronautical Authorities of both Contracting Parties.

3) The designated airline of each Contracting Party shall be charged for the use of airports, technical installations and other services in the territory of the other Contracting Party at the rates officially established by the appropriate authorities of the other Contracting Party.

ARTICLE 6 COMPLIANCE WITH LAWS AND REGULATIONS

1) The laws and regulations of one Contracting Party, including those relating to the admission to, departure from and operation and navigation in its territory of aircraft engaged in the operation of international air services, shall be complied with by the aircraft of the airlines of the other Contracting Party upon entering into, departure from and while within the territory of the first Contracting Party.

2) The laws and regulations of one Contracting Party, including those relating to the admission to, departure from and stay in its territory of passengers, crew, baggage, cargo and mail, such as laws and regulations relating to entry, exit, immigration, passport, customs, currency and quarantine etc, shall be complied with by the passengers, crew, baggage, cargo and mail carried by the aircraft of the airlines of the other Contracting Party upon entering into, departure from and during their stay in the territory of the first Contracting Party.

3) The route in the territory of one Contracting Party to be followed by the aircraft of the designated airline of the other Contracting Party operating the agreed services and the corridor at the boundary line of the first Contracting Party shall be established by the Aeronautical Authorities of the first Contracting Party.

If either Contracting Party is dissatisfied with the routing so established by the Aeronautical Authorities of the other Contracting Party, it shall have the right to suspend to the operation of the agreed services.

4) The laws and regulations of one Contracting Party relating to air accidents and their legal consequences in reference to the Contracting Parties and third persons shall be complied with by the airlines of the other Contracting Party.

5) Both Contracting Parties shall exchange in time information on the laws and regulations as mentioned in paragraphs 1), 2) and 3) of this Article.

6) Where necessary, the appropriate authorities of either Contracting Party shall have the right to search, without causing unreasonable delay, the aircraft of the other Contracting Party operating in the territory of the first Contracting Party.

ARTICLE 7 CARGO RESTRICTIONS

1) No ammunition of war, implements of war and explosive materials may be carried into or above the territory of one Contracting Party in the aircraft of the other Contracting Party, except by the permission of the first Contracting Party.

The carriage into or above the territory of one Contracting Party other materials which endanger the security of either of the Contracting Parties, human

life and health, and atmospheric and environmental conditions are likewise subject to the permission of the first Contracting Party.

2) Either Contracting Party reserves the right, for reason of public order and safety, to regulate or prohibit the carriage into or above its territory of articles other than those enumerated in paragraph 1) of this Article.

3) The aircraft of either Contracting Party shall not carry on board as aircraft equipment any photographic and reconnaissance equipment while within or flying above the territory of the other Contracting Party.

ARTICLE 8 EXEMPTION FROM CUSTOMS AND OTHER DUTIES

1) Aircraft engaged in the operation of international air services of the airlines of either Contracting Party, as well as the regular equipment, spare parts, supplies of fuel and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempted from all customs duties, inspection fees and other duties or taxes on arriving in and departure from 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) The following articles shall also be exempted from customs duties, inspection fees and other duties and taxes with the exception of charges corresponding to the service performed:

- a. Aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the appropriate authorities of the said Contracting Party, and for use on board aircraft engaged in the operation of international air services of the other Contracting Party;
- b. Spare parts introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international air services by the airlines of the other Contracting Party. However, they shall be subject to customs supervision and control;
- c. Fuel and lubricants supplied to aircraft engaged in the operation of international air services by the airlines of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the first Contracting Party.

ARTICLE 9
STORAGE OF AIRBORNE EQUIPMENT AND SUPPLIES

The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of the airlines of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of the latter Contracting Party. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

ARTICLE 10
PROVISIONS GOVERNING TRANSIT TRAFFIC

Passengers, baggage and cargo in direct transit through the territory of either Contracting Party of the aircraft of the airlines of the other Contracting Party operating international air services shall be subject to no more than a very simplified control by the first Contracting Party and said baggage and cargo shall be exempted from customs duties and other similar taxes.

ARTICLE 11
CAPACITY PROVISIONS

1) There shall be fair and equal opportunity for the designated airlines of both Contracting Parties in the operation of the agreed services on the specified routes between the territories of both Contracting Parties.

2) In operating the agreed services, the designated airline of each Contracting Party shall take into account the interests the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.

3) The agreed services provided by the designated airline of either Contracting Party shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to satisfy the current and reasonably anticipated requirements for the carriage of

passengers, baggage, cargo and mail originating from or destined for the territory of the Contracting Party designating the airline.

4) The rights of the designated airline of either Contracting Party to carry traffic on the specified routes between the points in the territory of the other Contracting Party and points in the territories of third countries shall be defined in accordance with the available capacity and the following factors:

- a. The traffic requirements to and from the territory of the first Contracting Party;
- b. The traffic requirements of the area through which said airline passes, after taking into account other air services established by airlines of the states comprising the area; and
- c. The requirements of through airline operations.

The rights to be granted under this paragraph shall finally be determined by the Aeronautical Authorities of each Contracting Party after due consultations with the Aeronautical Authorities of the other Contracting Party taking into account the mutual benefit of both Contracting Parties.

5) The capacity to be provided and the frequency of services to be operated shall be agreed upon between the Aeronautical Authorities of both Contracting Parties before the services are inaugurated. Such capacity and frequency of services initially determined may be reviewed from time to time by either of said Authorities in accordance with the procedure set out in the preceding paragraph.

ARTICLE 12 ESTABLISHMENT OF TARIFFS

1) The tariffs to be charged by the designated airline of one Contracting Party for transportation to and from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit and the tariffs of other airlines.

2) The tariffs referred to in paragraph 1) of this Article shall be agreed upon through consultation between the designated airlines of both Contracting Parties.

3) The tariffs so agreed shall be submitted to the Aeronautical Authorities of both Contracting Parties for approval at least thirty days before the proposed

date of their introduction; in special cases, this time limit may be reduced, subject to the agreement of said Authorities.

4) If the designated airlines of both Contracting Parties cannot agree on any of these tariffs, or if for some reason tariffs cannot be fixed in accordance with the provisions of paragraph 2) of this Article, or if during the first 15 days of the period referred to in paragraph 3) of this Article the Aeronautical Authorities of one Contracting Party gives the Aeronautical Authorities of the other Contracting Party notice of its dissatisfaction with any tariff agreed upon in accordance with paragraph 2) of this Article, the Aeronautical Authorities shall try to determine the tariffs by agreement between themselves.

5) If the Aeronautical Authorities of both Contracting Parties cannot agree on the approval of any tariff submitted to them under paragraph 3) of this Article or on the determination of any tariff under paragraph 4), the difference shall be settled in accordance with the provisions of Article 19 of the present Agreement.

6. Subject to the provisions of paragraph 3) of this Article, no tariff shall come into force if the Aeronautical Authorities of either Contracting Party have not approved it.

7. The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in the same manner.

ARTICLE 13 FINANCIAL PROVISIONS

1. Each Contracting Party shall permit, in accordance with its national exchange regulations, the transfer of the excess of receipts over expenditure derived in its territory by the designated airline of the other Contracting Party from the carriage of passengers, baggage, cargo and mail in any convertible foreign exchange to be mutually agreed upon between the Contracting Parties.

2. The required foreign currency for the transfer of above mentioned excess of receipts over expenditure will be allocated or transferred by the Central Bank or any other authorized national bank of both Contracting Parties. Where a payment agreement exists between the Contracting Parties, payments shall be effected in accordance with the provisions of that agreement.

ARTICLE 14 PROVISION OF INFORMATION AND STATISTICS

The Aeronautical Authorities of one Contracting Party shall provide to the Aeronautical Authorities of the other Contracting Party, at their request, information and statistics relating to the traffic carried by the designated airline of the first Contracting Party on the agreed services to and from the territory of the other Contracting Party.

ARTICLE 15 REPRESENTATION

For the operation of the agreed services, the designated airline of each Contracting Party shall be entitled to maintain its representation in the territory of the other Contracting Party in accordance with the provisions set out in Annex II to the present Agreement.

ARTICLE 16 INVESTIGATION OF ACCIDENTS

1) In case the aircraft of one Contracting Party meets an accident or in case of emergency to said aircraft in the territory of the other Contracting Party, the other Contracting Party shall immediately provide rescue and assistance to said aircraft and the crew and passengers thereof, and safeguard the aircraft as well as its cargo and mail, within its national regulations, as if the aircraft were its own.

2) The other Contracting Party shall immediately inform the first Contracting Party about the accident and undertake all necessary actions to investigate the circumstances and causes of the accident. It shall, on request, grant permission to the representatives of the first Contracting Party to be present in the investigation as observers and provide said representatives with all the facilities.

3) The other Contracting Party shall furnish the first Contracting Party with final accident investigation report together with documents and data concerning the accident.

4) The other Contracting Party shall give clearance to the aircraft and its contents as soon as they are no longer necessary for the investigation.

ARTICLE 17
DOCUMENTS AND THE NATIONALITY OF CREW

1) The aircraft of the designated airline of each Contracting Party operating the agreed services shall bear its nationality and registration marks and carry on board the following documents:

- a. Certificate of registration;
- b. Certificate of airworthiness;
- c. Appropriate licences and certificate of each member of the crew;
- d. Journey logbook or any other document which replaces it;
- e. Aircraft radio station licence;
- f. Passengers' name list;
- g. List of crew;
- h. Cargo manifest if said aircraft carries cargo and mail;
- i. Necessary permits if said aircraft carries any cargo subjected to restriction under the regulation of the other Contracting Party as well as international regulations.

2) The Aeronautical Authorities of each Contracting Party may require other aircraft documents in excess of the above to be carried on board the aircraft of the designated airline of the other Contracting Party engaged in the operation of the agreed services after previous relevant notification to the Aeronautical Authorities of the other Contracting Party.

3) The crew members of the designated airlines of both Contracting Parties flying on the specified routes shall be the nationals of their respective countries.

ARTICLE 18
LICENCES OF PERSONNEL

1) Each Contracting Party shall recognize as valid the documents referred to in Article 17 issued or rendered valid by the other Contracting Party for the operation of the agreed services.

2) However, each Contracting Party reserves the right to refuse to recognize the validity of the certificates and other licences issued to its nationals by the other Contracting Party for the purpose of operating flights in the territory of the

first Contracting Party.

ARTICLE 19 CONSULTATION AND SETTLEMENT OF DIFFERENCES

1) In a spirit of close cooperation, the Aeronautical Authorities of both Contracting Parties shall consult each other from time to time with a view to ensuring the implementation and satisfactory compliance with the provisions of the present Agreement.

2) Any difference of opinion relating to the interpretation and application of the present Agreement and its Annexes shall be settled by direct consultation between the Aeronautical Authorities of both Contracting Parties. If said Authorities fail to reach agreement, the difference of opinion shall be settled through diplomatic channels.

ARTICLE 20 AMENDMENTS

1) If either of the Contracting Party considers it desirable to amend any provision of the present Agreement and its Annexes, it may at any time request consultation with the other Contracting Party. Such consultation which may take place between the Aeronautical Authorities and which may be through discussion or by correspondence shall begin within a period of sixty days from the date of the request by the other Contracting Party. Any amendment so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes.

2) Amendments to Annexes I and II of the present Agreement may be made by direct agreement between the Aeronautical Authorities of the Contracting Parties. Such amendments shall come into force after said authorities have notified each other in writing.

ARTICLE 21 TERMINATION

Each Contracting Party may at any time give notice to the other Contracting Party to terminate the present Agreement. The present Agreement shall then be

terminated six months after the date of the receipt of the notice by the other Contracting Party,

The notice of termination may be withdrawn before the expiry of the period, subject to the concurrence of the other Contracting Party, in which case the present Agreement shall remain in force.

ARTICLE 22 TITLES

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

ARTICLE 23 ENTRY INTO FORCE

The present Agreement and its Annexes which constitute the integral part of the present Agreement shall come into force after both Contracting Parties have respectively fulfilled their legal requirements or necessary formalities and notified each other to this effect through exchange of diplomatic notes.

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

Done at Ankara on this fourteenth day of September 1972 in Chinese, Turkish and English languages in duplicates, all three texts being equally authentic.

For the Government of the
People's Republic of China

For the Government of
the Republic of Turkey

ANNEX I

1) a. The airline designated by the Government of the People's Republic of China shall be entitled to operate agreed services on the following routes in both directions:

Points in China-Karachi or Rawalpindi or Kandahar-Teheran-Ankara and Istanbul-Bucharest or Athens-points in other third countries.

b. The right to set down and pick up in the territory of the other Contracting Party traffic embarked in or destined for the territories of third Countries is limited to the following routes:

Points in China-Karachi or Rawalpindi or Kandahar-Teheran-Ankara or Istanbul-Bucharest and/or Belgrade and/or Tirana.

2) a. The airline designated by the Government of the Republic of Turkey shall be entitled to operate agreed services on the following routes in both directions:

Points in Turkey-four intermediate points to be determined later-Peking and Shanghai-Tokyo-points in other third countries.

b. The right to set down and pick up in the territory of the other Contracting Party traffic embarked in or destined for the territory of third countries is limited to the following routes:

Points in Turkey-four intermediate points referred to in sub-paragraph (a) of this paragraph-Peking or Shanghai-Tokyo

3) Any of the above points may, at the option of the designated airlines of both Contracting Parties, be omitted on any or all flights provided that the services shall have their starting points in the territory of the Contracting Party designating the airline.

4) Either of the Contracting Parties may request the inclusion in its specified routes of additional points. This request shall be subject to the approval of the Aeronautical Authorities of the other Contracting Party.

5) In case the airlines of either Contracting Party desires to operate

non-scheduled flights (extra, special, charter flights etc.) to or from the territory of the other Contracting Party, it shall submit a request to the Aeronautical Authorities of the other Contracting Party at least seventy-two hours before the departure of the aircraft in question, and the flights can be commenced only after approvals have been obtained from said Authorities.

ANNEX II

1) The designated airline of either Contracting Party shall submit its flight schedules including the type of aircraft to the Aeronautical Authorities of the other Contracting Party for approval not later than thirty (30) days prior to the commencement of services on the specified routes.

2) Before the submission of the flight schedules by the designated airline of either Contracting Party to the Aeronautical Authorities of the other Contracting Party, the designated airlines of both Contracting Parties shall co-operate to agree between themselves. The Aeronautical Authorities receiving such flight schedules may approve or modify them. The agreed services to be operated on the specified routes by the designated airline of either Contracting Party may not be inaugurated or changed before the approval of the Aeronautical Authorities of the other Contracting Party.

3) General sales agency of the designated airline of either Contracting Party in the territory of the other Contracting Party shall be assigned to the designated airline of that latter Contracting Party.

4) The commercial and technical handling of the aircraft of the designated airline of either Contracting Party in the territory of the other Contracting Party shall be performed by the designated airline of the other Contracting Party or by any other competent organization that latter airline may assign under its responsibility.

5) For the operation of the agreed services, the designated airline of each Contracting Party shall have the right to maintain on a reciprocal basis technical and commercial representation at the points of call on the specified routes in the territory of the other Contracting Party. The staff of such representation shall be nationals of the Republic of Turkey and those of the People's Republic of China, and the number of staff shall be agreed upon through consultations between the designated airlines of both Contracting Parties subject to the approval of the Aeronautical Authorities of both Contracting Parties. The staff of such representations must observe the laws and regulations in force of the country where such representations are located.

Each Contracting Party shall extend assistance and facilities to the technical and commercial representation of the designated airline of the other Contracting Party.

6) Transportation of mail by the designated airlines of both Contracting Parties on the agreed services shall be performed in accordance with the accepted international procedures.