

AGREEMENT ON AIR TRANSPORT
BETWEEN
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
AND
THE GOVERNMENT OF THE REPUBLIC OF IRAQ

With a view to facilitating the friendly contact between the peoples of China and Iraq, to developing the mutual relations between the two countries in the field of civil aviation and to strengthening the anti-imperialist and anti-colonialist struggles, the Government of the People's Republic of China and the Government of the Republic of Iraq (hereinafter referred to as the Contracting Parties), in accordance with the principles of mutual respect for sovereignty, equality, mutual benefit and friendly cooperation, have agreed as follows on the establishment of air services between and beyond their countries.

Article 1

1. Each Contracting Party grants to the designated airline of the other Contracting Party (hereinafter referred to as the "designated airline") the right to operate scheduled air services for carriage of international passengers, baggage, cargo and mail on the air route specified in the Annex to the present Agreement (hereinafter referred to as the "specified route").
2. The aircraft of the designated airline of either Contracting Party flying over the territory of the other Contracting Party shall comply with the rules and regulations of the other Contracting Party governing airways and corridors.
3. Each Contracting Party shall notify the other Contracting Party of the time for inaugurating the scheduled air services on the specified route at the latest sixty days in advance of the inauguration of its air services, and such air services can be commenced only after agreement has been obtained from the other Contracting Party.

Article 2

1. The Government of the People's Republic of China designates the "Department of International Affairs, General Administration of Civil Aviation of China" as its airline to operate the specified route, and the Government of the Republic of Iraq designates the "Iraqi Airways" as its airline to operate the specified route.
2. The substantial ownership and effective control of the airlines designated by both Contracting Parties shall remain vested in the respective Contracting Parties.
3. Matters for the operation of the air services on the specified routes, such as frequency of flights, type of aircraft, flight schedule shall be agreed upon between the civil aeronautical authorities of both Contracting Parties. The other matters in this regard, such as tariffs for the carriage of passengers and cargo, conditions of carriage and sales representation, et cetera shall be agreed upon between the designated airlines of both Contracting Parties, subject to the approval of the civil aeronautical

authorities of both Parties.

Article 3

Each Contracting Party shall designate in its territory airports and alternate airport(s) to be used by the designated airline of the other Contracting Party for the operation of air services, and provide the designated airline of the other Contracting Party with communications, navigational, lighting, meteorological and other auxiliary services as well as fuel, lubricants which are required for the safe operation of the air services on the specified route.

The procedure of operation of the Aeronautical Fixed Tele-communication Service between the two Contracting Parties shall be agreed upon through consultation between the civil aeronautical authorities of both Contracting Parties.

Article 4

1. The aircraft, passengers, crew, baggage, cargo and mail of the designated airline of either Contracting Party must comply with the effective laws, rules and regulations of the other Contracting Party in regard to traffic management, navigation, entry, exit, customs and quarantine, et cetera in the territory of the other Contracting Party.
2. Aircraft of the designated airline of either Contracting Party flying the specified route shall bear the nationality and registration marks of the respective country and shall carry certificate of registration, certificate of airworthiness, journey logbook, aircraft radio station license, valid licenses for each member of the crew and name list of crew members, name list of passengers giving their places of embarkation and destination and manifest of cargo and mail. Each Contracting Party shall recognize the validity of the above-mentioned valid documents of the other Contracting Party.

Article 5

1. The crew members of the designated airlines of both Contracting Parties flying the specified routes shall be citizens of the respective countries.
2. Each Contracting Party shall grant to the designated airline of the other Contracting Party the right to set up its representative office at one point of call of its air services in the territory of the former. The number of staff members of such representative office shall be agreed upon between the designated airlines of the two Parties, and such staff members shall be citizens of the People's Republic of China or the Republic of Iraq. The representative office may also employ the citizens of the country where it is situated.
3. Each Contracting Party shall, in its territory, extend assistance and facilities to the representative office of the designated airline of the other Contracting Party and its staff members, ensure their security, and take measures to safeguard the aircraft, stores and other property of the designated airline of the other Contracting Party.

Article 6

1. The aircraft of the designated airline of one Contracting Party operating on the specified route in the territory of the other Contracting Party, and the fuel, oil, lubricants, spare parts, regular equipment and aircraft stores retained on board such aircraft for its own use shall be exempted by the latter from customs duty, inspection fees and similar charges. The foregoing articles introduced into the territory of the other contracting Party by the designated airline of one Contracting Party for the operation of the specified route shall be kept under customs supervision and liable to storage charges, and such articles shall be exempted from customs duty, inspection fees and similar charges. Such articles of the other Contracting Party taken on board the aircraft of the designated airline of one Contracting Party in the territory of the former shall comply with the laws and regulations of the former.
2. The rate of charges imposed by one Contracting Party on the designated airline of the other Contracting Party for the use of airports and other facilities in its territory shall not be higher than that imposed on the airlines of the other countries.

Article 7

Subject to the national laws and regulations of one Contracting Party and on reciprocal basis, the designated airline of such Contracting Party shall be responsible for effecting the transfer of the amount payable by it to the designated airline of the other Contracting Party to the bank account designated by the latter within sixty days after the receipt of invoices from the latter.

Article 8

When an 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 undertake rescue operations, render assistance and rescue to the passengers and crew and do everything possible to protect the aircraft and the things on board, and at the same time give immediate notification to the former. The latter shall undertake to conduct investigation into the accident and communicate the findings to the former, who may appoint its representatives to take part in the investigation.

Article 9

Should any differences arise between the civil aeronautical authorities of the two Contracting Parties over the interpretation or application of the present Agreement, consultations shall be conducted in the spirit of friendly cooperation for settlement. In case of failure to reach a common view, such differences shall be settled between the two Contracting Parties through diplomatic channels.

Article 10

If either of the Contracting Parties considers it necessary to modify the present Agreement or its Annex, it may at any time request consultations with the other Contracting Party, such consultations shall begin within sixty days from the date of receipt of such request by the other Contracting Party. Modifications agreed upon between both Contracting Parties will come into force when they have been confirmed by an exchange of notes.

Article 11

1. In case one Contracting Party or the designated airline of such Contracting Party fails to comply with the provisions of the present Agreement, the other Contracting Party shall have the right to suspend or revoke the exercise of the rights specified in the present Agreement by the designated airline of the former.
2. Either Contracting Party may at any time give written notice to the other Contracting Party if it desires to terminate the present Agreement. The present Agreement shall terminate six months after the date of receipt of such notice given by the other Contracting Party.

Article 12

The present Agreement shall come into force on the FIFTEENTH day of FEBRUARY, 1970.

Signed in Peking this SEVENTH day of NOVEMBER, 1969, in duplicate in the Chinese and Arabic languages, both texts being equally authentic. An English translation of this Agreement is attached hereto for reference in interpretation.

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

Plenipotentiary of the
Government of the
Republic of Iraq

ANNEX

1. The route of the designated airline of the Government of the People's Republic of China shall be as follows in both directions:
From a point in China- points in third countries to be agreed upon between both Contracting Parties- Baghdad and Basrah in Iraq -- points in other third countries to be agreed upon between both Contracting Parties.
2. The route of the designated airline of the Government of the Republic of Iraq shall be as follows in both directions:
From a point in Iraq- points in third countries to be agreed upon between both Contracting Parties- Canton and Shanghai in China- points in other third countries to be agreed upon between both Contracting Parties.
3. The designated airline of either Contracting Party has no right to carry traffic between one point and another in the territory of the other Contracting Party, whatever the origin and ultimate destination of such traffic
4. The aircraft of the designated airline of either Contracting Party shall perform stop at least at one point of call in the territory of the other Contracting Party on the specified route. However, it may overfly other points of call on the specified route without stop.