

AGREEMENT BETWEEN
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
AND
THE GOVERNMENT OF THE KINGDOM OF AFGHANISTAN
RELATING TO CIVIL AIR TRANSPORTATION

The Government of the people's republic of China and the Government of the kingdom of Afghanistan, with a view to facilitating the friendly contacts between the peoples of China and Afghanistan, developing the mutual relations between the two country in respect of air transportation, in accordance with the principles of mutual respect for independence and sovereignty, non-interference in each other's internal affairs, equality and mutual benefit as well as friendly cooperation, and with regard to the establishment and operation of scheduled air services between and beyond their respective territories,

Have agreed as follows:

Article 1

1. Each Contracting Party grants to the other Contracting Party the right to operate scheduled air services (hereinafter referred to as "the agreed services") on the route specified in the Annex to this agreement (hereinafter referred to as "the specified route") for carriage of international passengers, baggage, cargo and mail.
2. The aircraft of the designated airline of each Contracting Party (hereinafter referred to as "the designated airline") operating the agreed services on the specified route may over fly the territory of the other Contracting Party without landing or make stops in the said territory for technical landing purposes subject to the approval of the aeronautical authorities of the other Contracting Party.
3. The designated airlines of both Contracting Parties shall have the right to carry passengers, baggage, cargo and mail between the points specified on the routes as prescribed in the annex to this Agreement.
4. The designated airline of one Contracting Party shall not enjoy the right to take up in the territory of the other Contracting Party passengers, baggage, cargo and mail traffic for remuneration or hire destined for another point in the same territory.
5. The designated airline of the Contracting Party to which the rights have been granted may inaugurate the agreed services on the specified route immediately or at a later date at its option provided that the Contracting Party granting the rights has given the said airline appropriate operating permission.

Article 2

1. The Government of the people's republic of China designates "Department of International Affairs of the General Administration of Civil Aviation of China" as its airline and the Government of the Kingdom of Afghanistan designates "Ariana Afghan Airlines" as its airline to operate their respective agreed services on the specified routes.
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. Each Contracting Party shall have the right to suspend the exercise of the rights specified in 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 by such airline of these rights, in case of failure by that airline to comply with the laws and regulations of the first Contracting Party, or of failure to operate in accordance with the conditions prescribed under the present Agreement and its Annex. However, unless immediate action is essential to prevent further infringements of laws or regulations, under normal circumstances, such right shall be exercised only after consultation with the other Contracting Party.

Article 3

1. The designated airlines of the two Contracting Parties shall enjoy fair and equal opportunity in operating the agreed services on the specified routes.
2. In operating the agreed services, the designated airline of each Contracting Party shall take into account the interest of 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 route.
3. The agreed services provided by the designated airlines of both the Contracting Parties shall bear close relationship to the needs of the public for transportation on the specified routes.
4. Matters relating to frequency, type of aircraft, schedule, conditions of carriage, sales representation and ground handling in the operation of the agreed air services shall be agreed upon through consultation between the designated airlines of both Contracting Parties and shall be subject to the approval of their respective aeronautical authorities.

Article 4

1. Each Contracting Party shall designate in its territory airports and alternate airports to be used by the designated airline of the other Contracting Party for the operation of the specified route, 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. Detailed arrangements for the above shall be agreed upon between the aeronautical authorities of both Contracting Parties.
2. The designated airline of one Contracting Party shall be charged for the use of airports, equipments and technical services of the other Contracting Party at the just and reasonable rates prescribed by the other Contracting Party.

Article 5

1. Aircraft operated on the specified route by the designated airline of either Contracting Party, as well as the regular equipments, spare parts, fuel, oil, lubricants and aircraft stores retained on board the aircraft shall be exempted on a basis of reciprocity from any customs duties, inspection fees and other charges by the other Contracting Party on arrival in and departure from the territory of the other Contracting Party.
2. The fuel, oil, lubricants and aircraft stores for consumption replenished to or taken on board the aircraft in the territory of the other Contracting Party by the designating airline of the first Contracting Party for operation of the specified route shall be exempted on a basis of reciprocity from customs duties, inspection fees and other charges.

3. Spare parts and regular airborne equipments introduced into the territory of the other Contracting Party for the maintenance and repair of aircraft operated on the specified route by the designated airline of the first Contracting Party shall also be exempted on a basis of reciprocity from customs duties, inspection fees and other charges. However, such articles shall be kept under customs supervision and shall not be sold or used for other purposes in the territory of the other Contracting Party, and shall be subject to storage charge as per the regulation of the other Contracting Party.

Article 6

The laws and regulations of either Contracting Party relating to entry into, stay in, departure from and navigation in its territory of aircraft engaged in the operation of international air services as the laws and regulations relating to entry into, stay in and 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 and passengers, baggage, cargo and mail carried by such aircraft, while in the territory of the first Contracting Party. Each Contracting Party shall supply the other Contracting Party information relevant to the above-mentioned laws and regulations in time.

Article 7

The revenue earned by the designated airline of each Contracting Party in the territory of the other Contracting Party shall, on the basis of reciprocity, be exempted from income tax and shall be permitted to be transferred.

Article 8

1. The tariffs to be applicable on the agreed services by the designated airlines of both Contracting Parties shall be fixed at reasonable levels, due regard being paid to all relevant factors, including cost of comparable economical operation, reasonable profit and differences of characteristics of services as well as tariffs of other airlines operating scheduled air services on whole or any sector of the same routes.
2. The tariffs to be charged by the designated airline of each Contracting Party in respect of traffic carried under this Agreement to or from the territory of the other Contracting Party shall be agreed upon in the first instance between the designated airlines of both Contracting Parties and shall take into account relevant tariffs applicable internationally. Any tariffs so agreed shall be subject to the approval of the aeronautical authorities of both the Contracting Parties. In the event of disagreement between the airlines and/or the aeronautical authorities, the Contracting Parties themselves shall endeavor to reach agreement and will take all necessary steps to give effect to such Agreement. Pending settlement of any disagreement the tariffs already established shall prevail.

Article 9

The aeronautical authorities of each Contracting Party shall, upon request of the aeronautical authorities of the other Contracting Party, provide the latter with relevant information and statistics concerning the traffic carried by the designated airline of the first Contracting Party to and from territory of the other Contracting Party.

Article 10

1. For the operation of the specified route, the designated airline of each Contracting Party shall have the right to set up its representative offices at the points of call on the specified route in the territory of the other Contracting Party. The staff of such representative offices shall be nationals of the People's Republic of China and of the kingdom of Afghanistan and the number of staff shall be agreed upon through consultation between the designated airlines of both Contracting Parties, and shall be subject to the approval of the aeronautical authorities of both Contracting Parties. The staff of such offices must observe the laws and regulations in force of the country where such offices are located.
2. Each Contracting Party shall extend assistance and conveniences to the representative offices and its staff members of the designated airline of the other Contracting Party.

Article 11

1. The aircraft of the designated airline of each Contracting Party operating on the specified route shall bear its nationality and registration marks and carry on board relevant documents. Each Contracting Party shall recognize the document in force issued and rendered valid by the other Contracting Party. Each Contracting Party reserves the right to refuse to recognize certificates of competency and licenses granted to its own nationals by the other Contracting Party for the purpose of flight over the territory of the first Contracting Party.
2. The crew members of the designated airlines of both Contracting Parties flying on the specified routes shall be the nationals of their respective countries. In case the designated airline of one Contracting Party desires to utilize crew members of third nationalities for operation of the specified route, the said Contracting Party shall obtain prior approval from the other Contracting Party through diplomatic channels.

Article 12

In case the aircraft of the designated airlines of one Contracting Party is in distress or meets an accident in the territory of the other Contracting Party, the other Contracting Party shall instruct the authorities concerned to:

- 1) inform without delay the other Contracting Party of the accident;
- 2) immediately alert search and rescue operation;
- 3) render assistance and rescue to the passengers and crew;
- 4) provide all security measures for the aircraft and its contents;
- 5) carry out investigation into the accident;
- 6) permit the representative(s) of the other Contracting Party access to the aircraft and participate

- in the investigation;
- 7) give clearance to the aircraft and its contents as soon as they are no longer necessary for the investigation;
 - 8) communicate in writing to the other Contracting Party the results of the investigation.

Article 13

Both Contracting Parties shall ensure the correct implementation of this agreement in a spirit of close cooperation and mutual support. If any difference of opinion arises in respect of the interpretation or implementation of this Agreement, the designated airlines of both Contracting Parties shall endeavor to settle it directly through consultation in a spirit of friendly cooperation and mutual understanding. Failing to reach agreement, the aeronautical authorities of both Contracting Parties shall settle it through consultation. If agreement still cannot be reached, the Contracting Parties shall settle it through diplomatic channels.

Article 14

1. If either of the Contracting Party considers it desirable to modify or amend any provision of this agreement, it may at any time request consultation with the other Contracting Party and such consultation shall begin within a period of sixty days from the date of the receipt of the request by the other Contracting Party. Any modification or amendment to this Agreement shall come into force when they have been agreed upon through exchange of diplomatic notes between the two Contracting Parties.
2. Modifications or amendments to the Annex of this Agreement, except those which change the points served by the designated airline of one Contracting Party in the territory of the other Contracting Party, may be agreed upon through direct consultation between the aeronautical authorities of both Contracting Parties.

Article 15

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate this agreement. The agreement shall then terminate twelve months after the date of receipt of the notice by the other Contracting Party. If the above notice is withdrawn before the expiry of this period, this Agreement shall continue to be in force with the concurrence of the other Contracting Party.

Article 16

1. The Annex to this Agreement as well as relevant notes exchanged shall be deemed to be integral part of the agreement and all references to the Agreement shall include references to the Annex, except where otherwise expressly provided.
2. The present Agreement shall be applicable temporarily from the date of its signature and shall come into force after both Contracting Parties have duly fulfilled the required formalities and notified each other through exchange of diplomatic notes.

IN WITNESS whereof the undersigned, being duly authorized thereto by their respective Government, have signed the present Agreement.

Done in duplicate at Kabul on this twentysixth day of July, 1972 corresponding to the fourth day of Assad, 1351 in the Chinese, Dari and English languages, all texts being equally authentic.

For the Government of
The people's republic of china

For the Government of
the kingdom of Afghanistan

ANNEX

1. The route of the agreed services operated by the designated airline of the Government of the People's Republic of China shall be as follows in both directions:
Points in China-Kabul and/or Kandahar-Tehran-Points beyond.
(No traffic rights form Kabul and/or Kandahar to points beyond Tehran and vice-versa.)
2. The route of the agreed services operated by the designated airline of the Government of the Kingdom of Afghanistan shall be as follows in both directions:
Points in Afghanistan-Urmuchi and/or Peking to Tokyo-Points beyond.
(No traffic rights form Urmuchi and/or Peking to points beyond Tokyo and vice-versa.)
3. In case the designated airline of the Contracting Party desires to operate special and charter flights to or from the territory of the other Contracting Party, the aeronautical authorities of the first Contracting Party shall submit request to the aeronautical authorities of the other Contracting Party which shall communicate its reply to the aeronautical authorities of the first Contracting Party with the least possible delay.
4. In case the designated airline of one Contracting Party desires to operate additional flight on the specified route, it shall give notes to the aeronautical authorities of the other Contracting Party forty-eight hours prior to the departure of the aircraft in question, and the flight shall be operated only after approval has been obtained.
5. The aircraft of the designated airlines of both Contracting Parties flying the specified route may, for a definite period point(s) on the specified routes, in such case both Contracting Parties shall notify each other to this effect as far in advance as possible.