

**AIR TRANSPORT AGREEMENT
BETWEEN
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
AND
THE GOVERNMENT OF THE KINGDOM OF CAMBODIA**

The Government of the People's Republic of China and the Government of the Kingdom of Cambodia (hereinafter referred to singularly as the "Contracting Party and collectively 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 purposes of this Agreement only, unless otherwise stated, the term:

(1) "Air transportation" means the public carriage by aircraft of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;

(2) "Aeronautical authorities" means, in the case of China, the Civil Aviation Administration of China; in the case of the Kingdom of Cambodia, the State Secretariat of Civil Aviation – the Office of the Council of Ministers; or in both cases any other authority or person empowered to perform the functions at present exercised by the said authorities;

(3) "Agreement" means this Agreement, its Annexes and Implementing Protocols and any amendments thereto;

(4) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944, and includes: (i) any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by all the Contracting Parties to this Agreement, and (ii) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is, at any given time, effective for all the Contracting Parties to this Agreement;

(5) "Territory" in relation to the State means the land territory, internal waters, archipelagic waters, territorial sea, the seabed and the sub-soil thereof and the airspace over them;

(6) "Designated airline" means an airline which has been designated and authorised in accordance with Article 3 (Designation and Authorisation) of this Agreement;

(7) "Route Schedule" means the Route Schedule annexed to this Agreement or as amended in accordance with the provisions of Article 22 (Amendment and Modification) of this Agreement;

(8) "Specified route" means the route specified in the Route Schedule;

(9) "Tariff" means any fare, rate or charge for the carriage of passengers, baggage and/or cargo (excluding mail) in air transportation (including any other mode of transportation in connection therewith) charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;

(10) "User charges" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crew, passengers and cargo;

(11) "Air service", "international air service", "airline", and "stop for non-traffic purposes" have the meanings assigned to them in Article 96 of the Convention;

ARTICLE 2 GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Parties the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Route Schedule (hereinafter referred to as "the agreed services").

2. Subject to the provisions of this Agreement, the airline(s) designated by each Contracting Party shall enjoy the following rights:

- (a) the right to fly across the territory of the other Contracting Parties without landing, along the air route(s) prescribed by the aeronautical authorities of the other Contracting Parties;
- (b) the right to make stops in the territory of the other Contracting Parties for non-traffic purposes;
- (c) the right to make stops at points of the routes specified in Annex I to this Agreement for the purpose of embarking and disembarking passengers and cargo, including mail, separately or in combination, in accordance with provisions in the Annex I;
- (d) Others specified in this Agreement.

4. Nothing in this Agreement shall be deemed to confer on the designated airline(s) of one Contracting Party the privilege of taking on board, in the territory of another Contracting Party, passengers, cargo and mail carried for remuneration and destined for another point in the territory of that other Contracting Party.

ARTICLE 3 DESIGNATION AND AUTHORISATION

1. Each Contracting Party shall have the right to designate in writing one or more airlines to operate the agreed services in accordance with this Agreement and to withdraw or alter such designation. Such designation shall be communicated in writing through diplomatic channels.



2. On receipt of such a designation, and of application from the designated airline, in the form and manner prescribed for operating authorisation and technical permission, each Contracting Party shall grant the appropriate operating authorisation and technical permission with minimum procedural delay, provided that:

- (a) substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline, nationals of that Contracting Party;
- (b) the Contracting Party designating the airline is in compliance with the provisions set forth in Article 7 (Safety) and Article 8 (Aviation Security) of this Agreement; and
- (c) the designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party receiving the designation.

3. On receipt of the operating authorisation and technical permission of paragraph 2 of this Article, a designated airline may at any time begin to operate the agreed services for which it is so designated, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 4 WITHHOLDING, REVOCATION, LIMITATION AND SUSPENSION OF AUTHORISATION

1. Each Contracting Party shall have the right to withhold the operating authorisation and technical permissions referred to in Article 3 (Designation and Authorisation) of this Agreement with respect to an airline designated by another Contracting Party, and to revoke, limit, suspend or impose conditions on such operating authorisations and technical permissions, temporarily or permanently in the event:

- (a) the airline has failed to prove that it is qualified under Article 3 (Designation and Authorisation) paragraphs 2 (a) of this Agreement as applicable; or

- (b) the other Contracting Party is not maintaining and administering the standards as set forth in Article 7 (Safety) and Article 8 (Aviation Security) of this Agreement; or
- (c) the airline fails to comply with the laws and regulations referred to in Article 5 (Application of Laws and Regulations) of this Agreement.

2. Unless immediate action is essential to prevent non-compliance with paragraphs 1(b) or 1(c) of this Article, the rights established in this Article shall be exercised only after consultations with the Contracting Party designating the airline, in conformity with Article 20 (Consultations) of this Agreement.

ARTICLE 5 APPLICATION OF LAWS AND REGULATIONS

1. While entering, within, or leaving the territory of one Contracting Party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the airline(s) designated by the other Contracting Parties.

2. While entering, within, or leaving the territory of one Contracting Party, its laws and regulations relating to the admission to or departure from its territory of passengers, crew, baggage or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine, or in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers, crew or cargo of the airline(s) of the other Contracting Parties.

3. No Contracting Party shall give preference to its own or any other airline over a designated airline of another Contracting Party engaged in similar international air transportation, in the application of its immigration, customs, quarantine and similar regulations.

ARTICLE 6 DIRECT TRANSIT

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Passengers, baggage, cargo and mail in transit through the territory of each Contracting Party and not leaving the area of the airport reserved for such purpose shall be subjected to no more than a simplified control except for reasons of aviation security, narcotics control, prevention of illegal entry or in special circumstances. Baggage, cargo and mail in direct transit shall be exempt from customs duties and other similar taxes.

ARTICLE 7 SAFETY

1. Each Contracting Party shall recognise as valid, for the purpose of operating the air services provided for in this Agreement, certificates of airworthiness, certificates of competency, and licences issued, or validated by the Contracting Party that designates that said airline and still in force, provided that the requirements for such certificates or licences are at least equal to the minimum standards which may be established pursuant to the Convention. Each Contracting Party reserves the right, however, to refuse to recognise as valid for the purpose of flight above its territory, certificates of competency and licences granted to or validated for its own nationals by another Contracting Party.

2. Each Contracting Party may request consultations at any time concerning the safety standards maintained by another 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 that request.

3. If, following such consultations, the first Contracting Party finds that the said other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 of this Article that meet the Standards established at that time pursuant to the Convention, that other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the International Civil Aviation Organisation (ICAO) Standards. That other Contracting Party shall then take appropriate corrective action within an agreed time period.

4. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of a designated airline of one Contracting Party, on service to or from the territory of another Contracting Party, may,



while within the territory of that other Contracting Party, be the subject of a search by the authorised representatives of that other Contracting Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the ICAO Standards.

5. When urgent action is essential to ensure the safety of an airline's operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorisation or technical permission of that airline.

6. Any action by one Contracting Party in accordance with paragraph 5 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

7. With reference to paragraph 3 of this Article, if it is determined that a Contracting Party remains in non-compliance with the ICAO Standards when the agreed time period has lapsed, the Secretary-General of the ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

ARTICLE 8 AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm their obligation to one another to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall, in particular, act in conformity with the provisions of the Convention on Offences 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, as well as with any other convention and protocol relating to the security of civil aviation which all the Contracting Parties adhere to.

2. The Contracting Parties shall provide upon request all practicable assistance to one another to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and to address any other threat to the security of civil aviation.

3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the ICAO and designated as Annexes to the Convention, to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that its designated airline(s) shall be required to observe the aviation security provisions referred to in paragraph 3 of this Article required by another Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding, loading, deplaning or unloading. Each Contracting Party shall also give sympathetic consideration to any request from another Contracting Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil 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 one another by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

6. When a Contracting Party has reasonable grounds to believe that another Contracting Party has departed from the aviation security provisions of this Article, the aeronautical authorities of the first Contracting Party may request immediate consultation with the aeronautical authorities of that other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of receipt of such request shall constitute grounds for application of Article 4 (Withholding, Revocation, Limitation and Suspension of Authorisation) of this Agreement. When

justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Contracting Party may take interim action prior to the expiry of fifteen (15) days.

7. Each Contracting Party shall require the airline(s) of another Contracting Party providing service to that Contracting Party to submit a written operator security programme which has been approved by the aeronautical authorities of the Contracting Party of that airline for acceptance.

ARTICLE 9 TARIFFS

1. The tariffs to be applied by the designated airline(s) of a Contracting Party for air services covered by this Agreement shall be established at reasonable levels, due regard being paid to all relevant factors, including interests of users, cost of operation, characteristics of service, reasonable profit, tariffs of other airlines and other commercial considerations in the market place.

2. Tariffs charged by airlines need not be required to be filed with, or approved, by the Contracting Parties. However, in the event the national law of a Contracting Party requires prior approval of a tariff, the tariff application shall be dealt with accordingly. In such cases, the principle of reciprocity may be applied by the Contracting Parties concerned at their discretion.

3. The Contracting Parties agree to give particular attention to tariffs which may be objectionable because they appear unreasonably discriminatory, unduly high or restrictive because of the abuse of a dominant position or artificially low because of direct or indirect governmental subsidy or support or other anti-competitive practices.

4. The Contracting Parties shall ensure that their designated airline(s) provide the general public with full and comprehensive information on their air fares and rates and the conditions attached in advertisements to the public concerning their fares.

ARTICLE 10 SAFEGUARDS

1. The Contracting Parties agree that the following airline practices may be regarded as possible anti-competitive practices which may merit closer examination:

- (a) charging fares and rates on routes at levels which are, in the aggregate, insufficient to cover the costs of providing the air services to which they relate;
- (b) the addition of excessive frequency of air services;
- (c) the practices in question are sustained rather than temporary;
- (d) the practices in question have a serious negative economic effect on, or cause significant damage to another airline;
- (e) the practices in question reflect an apparent intent or have the probable effect of crippling, excluding or driving another airline from the market; and
- (f) behaviour indicating an abuse of dominant position on the route.

2. The grant of state aid and/or subsidy shall be transparent among the Contracting Parties, and shall not distort competition among the designated airlines of the Contracting Parties. The Contracting Parties concerned shall furnish other interested Contracting Parties, upon their requests, with complete information on such grants and any revision to or extension of such grants. Such information shall be treated with the utmost sensitivity and confidentiality.

3. If the aeronautical authorities of one Contracting Party consider that an operation intended or conducted by a designated airline of another Contracting Party may constitute anti-competitive behaviour in accordance with the indicators listed in paragraph 1 of this Article, or any discrimination by means of undue state aid and/or subsidy by that other Contracting Party, they may request consultations in accordance with Article 20 (Consultations) of this Agreement with a view to resolving the problem. Any such request shall be accompanied by notice of the reasons for the request, and the consultations shall begin within fifteen (15) days of the receipt of such request.

4. If the Contracting Parties concerned fail to reach a resolution of the problem through consultations, they may invoke the dispute resolution mechanism under Article 21 (Settlement of Disputes) of this Agreement to resolve the dispute.

5. Each Contracting Party shall have the right to apply Article 4 (Withholding, Revocation, Limitation and Suspension of Authorisation) of this Agreement to an airline designated by another Contracting Party temporarily, should there be reasonable ground to believe that unfair or anti-competitive practices related to paragraphs 1 and 2 of this Article committed by a Contracting Party or that Contracting Party's designated airline seriously affect the operation of its designated airline.

ARTICLE 11 FAIR COMPETITION

1. Each Contracting Party shall allow a fair and equal opportunity for the designated airlines of all the Contracting Parties to compete in providing the international air services governed by this Agreement.

2. Each Contracting Party agrees to take action to eliminate all forms of discrimination and/or anti-competitive practices by a Contracting Party and/or its designated airline(s) that it deems to adversely affect the competitive position of a designated airline(s) of the other Contracting Parties.

ARTICLE 12 COMMERCIAL ACTIVITIES

1. In accordance with the laws and regulations of the other Contracting Parties, the designated airline(s) of a Contracting Party shall have the right:

(a) in relation to entry, residence and employment, to bring in and maintain in the territory of the other Contracting Parties managerial and other specialist staff, office equipment and other related equipment and promotional materials required for the operation of international air services;

(b) to establish offices in the territory of the other Contracting Parties for the purposes of provision, promotion and sale of air services;

- (c) to engage in the sale of air services in the territory of the other Contracting Parties directly and, at its discretion, through its licenced agents; to sell such air services, and any person shall be free to purchase such air services in local currency of that territory or, subject to the national laws and regulations, in freely convertible currencies of other countries;
- (d) to convert and remit to the territory of its incorporation, on demand, local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof at the rate of exchange applicable to current transactions and remittance in accordance with the foreign exchange regulations of the Contracting Party concerned; and
- (e) to pay for local expenses, including purchases of fuel, in the territory of the other Contracting Parties in local currencies. At their discretion, the designated airline(s) of each Contracting Party may pay for such expenses in the territory of the other Contracting Parties in freely convertible currencies, according to local currency regulations.

ARTICLE 13 COOPERATIVE MARKETING ARRANGEMENTS

1. In operating or holding out the agreed services on the specified routes, the designated airline(s) may, subject to national laws and regulations and policies, enter into cooperative marketing arrangements which may include but are not limited to joint venture, blocked space or code-sharing arrangements, whether as the operating or the non-operating airline (hereinafter referred to as the "marketing airline") with:

- (a) an airline(s) of the same Contracting Party; and
- (b) an airline(s) of the other Contracting Parties;

provided that all participants in such arrangements hold the underlying traffic rights and appropriate authorisation and meet the requirements applied to such arrangements.

2. Before its proposed introduction, the marketing or operating airline

may be required to file for approval with the aeronautical authorities of relevant Contracting Parties of any cooperative marketing arrangements entered into, in accordance with paragraph 1 of this Article.

3. When holding out air services for sale, the marketing airline will make it clear to the purchaser of tickets for such services, at the point of sale, which airline(s) will be the operating airline on each sector of the services and with which airline(s) the purchaser is entering into a contractual relationship.

ARTICLE 14 LEASING

1. Each Contracting Party may prevent the use of leased aircraft for air services under this Agreement which does not comply with Article 7 (Safety) and Article 8 (Aviation Security) of this Agreement.

2. Subject to paragraph 1 of this Article, the designated airline(s) of each Contracting Party may use aircraft (or aircraft and crew) leased from any company, including other airlines, provided that:

- (a) this would not result in a lessor airline exercising traffic rights it does not have;
- (b) that the financial benefit to be obtained by the lessor airline will not be dependent on the profit or loss of the operation of the designated airline concerned; and
- (c) that the responsibility for the continued airworthiness and the adequacy of operating and maintenance standards of any leased aircraft operated by an airline designated by a Contracting Party will be established in conformity with the Convention.

3. An airline designated by a Contracting Party is not otherwise prohibited from providing air services using leased aircraft (or aircraft and crew) provided that any lease arrangement entered into satisfies the conditions normally applied by the other Contracting Party.

ARTICLE 15

INTERMODAL TRANSPORT

Subject to the national laws and regulations of each Contracting Party, any designated airline and indirect providers of cargo transportation of each Contracting Party shall be permitted without restriction to employ in connection with international air freight services any surface transportation for cargo to or from any points within or outside the territories of the Contracting Parties, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. Subject to the national laws and regulations of each Contracting Party, the designated airline may elect to perform their own surface transportation or to provide its through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of cargo transportation. Such intermodal cargo services may be offered at a single, through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation.

ARTICLE 16 USER CHARGES

1. Each Contracting Party shall not impose or permit to be imposed on the designated airline(s) of another Contracting Party user charges higher than those imposed on the airlines of any other Contracting Party or non-Contracting Party operating similar international services.

2. Each Contracting Party shall encourage consultations on user charges between its competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable through those airlines' representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.



ARTICLE 17 CUSTOMS DUTIES

1. Each Contracting Party shall on the basis of reciprocity exempt a designated airline(s) of another Contracting Party to the fullest extent possible under its national law from customs duties, excise taxes, inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores and other items such as printed ticket stock, air waybills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charge by those designated airlines, intended for use or used solely in connection with the operation or servicing of aircraft of those designated airlines operating the agreed air services.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph 1 of this Article:

- (a) introduced into the territory of a Contracting Party by or on behalf of the designated airline(s) of another Contracting Party;
- (b) retained on board aircraft of the designated airline(s) of a Contracting Party upon arrival in or departure from the territory of another Contracting Party; or
- (c) taken on board aircraft of the designated airline(s) of a Contracting Party in the territory of another Contracting Party and intended for use in operating the agreed air services

whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption, provided the ownership of such items is not transferred in the territory of the said Contracting Party.

3. The regular airborne equipment as well as the materials and supplies normally retained on board the aircraft of a designated airline(s) of a Contracting Party may be unloaded in the territory of another Contracting Party only with the approval of the customs authorities of that 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.

4. The exemptions provided by this Article shall also be available where the designated airline of a Contracting Party has contracted with another designated airline, which similarly enjoys such exemptions from another Contracting Party or other Contracting Parties, for the loan or transfer in the territory of the other Contracting Party or Contracting Parties of the items specified in paragraph 1 of this Article.

ARTICLE 18 STATISTICS

The aeronautical authorities of each Contracting Party may provide the aeronautical authorities of another Contracting Party, upon request, with periodic statistics or other similar information relating to the traffic carried on the agreed services.

ARTICLE 19 APPROVAL OF SCHEDULES

1. The designated airline(s) of each Contracting Party may be required to submit its envisaged flight schedules for approval to the aeronautical authorities of another Contracting Party at least sixty (60) days prior to the operation of the agreed services. Any modification thereof shall be submitted for consideration at least thirty (30) days prior to the operation.

2. For supplementary flights which the designated airline(s) of one Contracting Party wishes to operate on the agreed services outside the approved timetable, that airline must request prior permission from the aeronautical authorities of that other Contracting Party. Such requests shall usually be submitted at least four (4) working days prior to the operation of such flights.

ARTICLE 20 CONSULTATIONS

In the spirit of close cooperation, the aeronautical authorities of either Contracting Party shall consult with the other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement. Unless otherwise agreed, such consultations

shall begin at the earliest possible date, but not later than sixty (60) days from the date the other Contracting Party receives, through diplomatic or other appropriate channels, a written request, including an explanation of the issues to be raised.

ARTICLE 21 SETTLEMENT OF DISPUTES

Should any dispute between the Contracting Parties arise, the aeronautical authorities of the Contracting Parties involved shall seek to resolve the dispute through consultation. In the event that no agreement is reached, it shall be settled through diplomatic channels.

ARTICLE 22 AMENDMENT AND MODIFICATION

1. If either of the Contracting Parties considers it desirable to amend any provision of this Agreement or its Annex, it may at any time request consultation with the other Contracting Party, and such consultation, which may be through discussion or by correspondence, shall begin within a period of ninety (90) days from the date of receipt of the request by the other Contracting Party, unless both Parties agree to an extension of this period.


2. The consultation referred to in paragraph (1) of this Article may also be held between the aeronautical authorities of the Contracting Parties.

3. Any amendment to this Agreement shall come into force when it has been confirmed by an exchange of notes through diplomatic channels.

4. If the Amendment relates only to the provisions of the annexed Schedules, it may be agreed upon between the aeronautical authorities of both Contracting Parties and shall become effective from the date of the agreement between both aeronautical authorities.



ARTICLE 23 TERMINATION

1. 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. Such notice shall simultaneously be communicated to the International Civil Aviation Organization.

2. In default of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date on which the International Civil Aviation Organization will have received communication thereof.

ARTICLE 24 REGISTRATION

Upon entry into force, this Agreement and any amendment thereto shall be registered with the ICAO.

ARTICLE 25 ENTRY INTO FORCE

This Agreement shall enter into force on the date of receipt of the last notification through diplomatic notes by either Contracting Party to the other Contracting Party that it has fulfilled its internal legal procedures for the entry into force of this Agreement. It shall as of that date replace the Air Transport Agreement between the Government of the People's Republic of China and the Government of the Kingdom of Cambodia signed at Phnom Penh on November 25, 1963.



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

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



For the Government of
the People's Republic of China

For the Government of
the Kingdom of Cambodia



ANNEX I

Scheduled Air Services

Section 1

Route Schedule

1. The designated airline(s) of the Contracting Parties shall be allowed to operate the agreed services on the following routes:

For the designated airline(s) of Cambodia:

Points of Origin in Cambodia	Intermediate Points	Points of Destination in China	Beyond Points
Any points	Any points	Any points	Any points

For the designated airline(s) of China:

Points of Origin in China	Intermediate Points	Points of Destination in Cambodia	Beyond Points
Any points	Any points	Any points	Any points


2. Unless otherwise agreed between Cambodia and China, the points in China selected by any Contracting Party shall not be in the Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan Province.



Section 2

Operational Flexibility

3. Each designated airline may, on any or all flights and at its option:
- (a) operate flights in either or both directions;
 - (b) combine different flight numbers within one aircraft operation;
 - (c) serve intermediate and beyond points(s) in the territory of the Contracting Parties on the routes in any combination and in any order; and
 - (d) omit stops at any point(s) provided that the agreed services begin or terminate in the territory of the Contracting Party designating the airline

 without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement; provided that the service serves a point in the territory of the Contracting Party designating the airline and all the points served are international airports.



ANNEX II

NON-SCHEDULED/CHARTER AIR SERVICES

1. The airline(s) of each Contracting Party designated pursuant to this Agreement to operate under this Annex shall have the right to operate non-scheduled air services between the Contracting Parties. The airlines must request prior permission from the aeronautical authorities of the other Contracting Party. Such requests shall usually be submitted at least fourteen (14) working days prior to the operation of such air services.

2. In accordance with its own laws and regulations, the non-scheduled/charter air services of the designated airline(s) of each Contracting Party shall not unduly affect the operation of the agreed services on the routes.

