

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

The Government of the People's Republic of China and the Government of the Republic of Moldova hereinafter referred to as "the Contracting Parties",

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

Desiring to conclude an agreement for the purpose of establishing and operating air services between and beyond their respective territories;

Have agreed as follows:

**ARTICLE 1
DEFINITIONS**

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

a. the term "the Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof, insofar as Annexes and amendments have become effective for both Contracting Parties;

b. 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 Moldova, the Administration of Civil Aviation, or, in both cases, any person or body authorized to perform any functions at present exercised by the said authorities;

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

d. the term "territory" in relation to a State means the land areas and territorial waters adjacent and airspace thereabove under the sovereignty of that State;

e. the terms "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;

f. the term "capacity" in relation to a specified air service means the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period on a route or section of a route;

g. the term "traffic" means passengers, cargo and mail;

h. the term "tariff" means the price to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail;

i. the term "specified routes" means the routes specified in the Annex to the Agreement on which scheduled international air services will be operated by the designated airlines of the Contracting Parties;

j. the term "agreed services" means the services established or to be established on the routes specified in the Annex to the Agreement;

k. the term "Agreement" means the present Agreement including Annex to this Agreement

and all approved amendments;

1. the term "Annex" means the Annex to the Agreement and forms an integral part of this Agreement;

m. the term "aircraft" means civil aircraft.

2. The headlines of each Article of the Agreement have a reference and facilitation character and by no means define, limit or describe the purpose or the intention of this Agreement.

ARTICLE 2 GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party, for the purpose of operating scheduled international air services by the airline(s) designated by the other Contracting Party on the routes specified in the Annex to this Agreement the following fights:

a. to make stops in the territory of the other Contracting Party at the points on specified routes for the purpose of taking on board passengers, cargo and mail, carried between the territories of both Contracting Parties, in combination or separately;

b. to make stops in the territory of the other Contracting Party at the points on specified routes for the purpose of discharging passengers, cargo and mail, carried between the territories of both Contracting Parties, in combination or separately.

2. The airlines of both Contracting Parties shall enjoy subject to the approval of the aeronautical authorities of the other Contracting Party, the following rights:

a. to fly across the territory of the other Contracting Party without landing;

b. to make stops in the territory of the other Contracting Party for non-traffic purposes.

3. Nothing in paragraph 1 of this Article shall be deemed to confer on the designated airline(s) of one Contracting Party the right to take on board, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point within the territory of that other Contracting Party(Cabotage).

ARTICLE 3 DESIGNATION AND AUTHORIZATIONS

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes and to withdraw or alter such designation.

2. On receipt of such a designation the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this Article, without delay grant to the airline or airlines so designated the appropriate operating authorizations.

3. 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 fulfil the Conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

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

5. When an airline has been designated and authorized it may begin at any time to operate the agreed services, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 4

REVOCATION OR SUSPENSION OF OPERATING AUTHORIZATION

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

a. in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in the nationals of such Contracting Party; or

b. in the case of failure by that airline to comply with the laws and regulations applied normally and reasonably by the Contracting Party granting those rights; or

c. if the airline otherwise fails to operate in accordance with the conditions prescribed under this 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 or regulations, such right shall be exercised only after consultation with the other Contracting Party.

ARTICLE 5

PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

1. There shall be fair and equal opportunity for the designated airline(s) of both Contracting Parties to operate the agreed services on the specified routes.

2. In operating the agreed services the designated airline(s) of each Contracting Party

shall take into account the interests of the designated airline(s) of the other Contracting Party so as not to affect unduly the services which the latter provide(s) on the whole or part of the same routes.

3. On any specified route the capacity provided by the designated airline(s) of one Contracting Party together with the capacity provided by the designated airline(s) of the other Contracting Party shall be maintained in reasonable relationship with the requirements of the public for air transport on that route.

4. The agreed services provided by the designated airline(s) of each Contracting Party shall bear a 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 carry the current and reasonably anticipated requirements for the traffic between the territories of both Contracting Parties.

5. The right of such airline(s) to carry traffic between points on specified routes which are located in the territory of the other Contracting Party and points in third countries shall be exercised in accordance with the general principles that capacity shall be related to:

- a. traffic demand between the territories of both Contracting Parties;
- b. traffic demand of the area through which the agreed services pass , after taking account of local and regional air services; and
- c. the requirements of through airline operation.

ARTICLE 6 PROVISIONS OF STATISTICS

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline(s) of first Contracting Party.

ARTICLE 7 APPROVAL OF SCHEDULE

1. The capacity and frequency of the flights, the type of services and the type of aircraft to be used for providing the agreed services shall be agreed between the aeronautical authorities of the Contracting Parties.

2. The details of flight schedules of the designated airline(s) of one Contracting Party shall be submitted for approval to the aeronautical authorities of the other Contracting Party sixty (60) days before starting operations of the agreed services. The same procedure shall be applied in case of subsequent changes and the period of sixty (60) days can be modified subject to the

aeronautical authorities concerned.

3. The designated airline(s) of each Contracting Party may operate on an "ad hoc" basis flights supplementary to the agreed services. Applications for the approval of such flights shall be submitted to the aeronautical authorities of both Contracting Parties not later than five (5) working days before the proposed date of operation.

ARTICLE 8

TARIFFS

1. The tariffs to be applied by the designated airline(s) of a Contracting Party for 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, commission rates, reasonable profit, tariffs of the other airlines, and other commercial considerations in the market-place.

2. The tariffs referred to in paragraph 1 of this Article shall, wherever possible, be agreed by the designated airlines of both Contracting Parties, in consultation, when necessary and possible, with other airline(s) operating over the same route or section, and such agreement may be reached by the use of the appropriate international tariff coordination mechanism.

3. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of the Contracting Parties at least sixty (60) days before the proposed date of their introduction. In individual cases this period may be reduced, subject to the agreement of the said authorities. The tariffs shall become effective after their approval by the aeronautical authorities of the Contracting Parties.

4. If a tariff cannot be agreed in accordance with paragraph 2 of this Article, the aeronautical authorities of the Contracting Parties shall endeavor to determine the tariff by mutual agreement.

5. If the aeronautical authorities of the Contracting Parties cannot agree on any tariff submitted to them under paragraph 3 of this Article, or on the determination of any tariff under paragraph 4 of this Article, the dispute shall be settled in accordance with the provisions of Article 17 of this Agreement.

6. A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff has been approved. The applicability of the tariff concerned may be extended beyond the original expiry date with the approval of the aeronautical authorities of the Contracting Parties. However, a tariff shall not be prolonged by virtue of this paragraph for more than twelve (12) months after the date on which it would otherwise have expired.

ARTICLE 9
EXEMPTION FROM CUSTOMS AND OTHER DUTIES

1. Aircraft operated on the agreed services by the designated airline(s) of either Contracting Party, as well as their regular equipment, supplies of fuel and lubricants, spare parts (including engines) and aircraft stores (including food, beverages, tobacco) and other products destined for sale to passengers during the flight, on board such aircraft shall be exempted from all customs duties, inspection fees and any other taxes and charges on arriving in the territory of the other Contracting Party, provided that such equipment, supplies and stores remain on board the aircraft up to the time they are re-exported.

2. There shall also be exempt from the same duties and taxes, with the exception of charges corresponding to the service performed:

a. fuel and lubricants destined to supply aircraft of the designated airline of one Contracting Party on the agreed services, taken on board in the territory of the other Contracting Party, even if such fuel and lubricants are used on the part of the flight performed over the territory in which they are taken on board;

b. spare parts (including engines) and usual airborne equipment introduced into the territory of the other Contracting Party for the maintenance or repair of aircraft of the designated airline(s) of the other Contracting Party used on the agreed services;

c. the aircraft stores taken on board in the territory of one Contracting Party within the limits fixed by the competent authorities of the said Contracting Party, and destined for use on board the aircraft of the designated airline(s) of the other Contracting Party operating the agreed services;

d. cargo and baggage in direct transit, carried by the aircraft of the designated airline(s) of either Contracting Party on the agreed services;

e. the furniture, the office equipment and the materials introduced in the territory of either of the Contracting Party in order to be used in the representation offices of the airline(s) designated by the other Contracting Party;

f. the items and the materials introduced in the territory of either of the Contracting Party in order to be used in the representation and agency offices of the airline(s) designated by the other Contracting Party for promotion and advertising provided they bear the name of the respective airline and are complimentary distributed. Materials referred to in subparagraphs a, b, c of this paragraph may be required to be kept under customs supervision or control.

3. The regular airborne equipment as well as the materials and supplies retained on board the aircraft of the designated airline(s) of either Contracting Party, may be unloaded in the territory of the other Contracting Party, only with the approval of the customs authorities of such 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 exemption provided for in paragraph 1 and subparagraph a, b, c of paragraph 2 of this Article shall also be available where a designated airline of one Contracting Party has

contracted with other airline(s), which similarly enjoy(s) such exemption in the territory of the other Contracting Party, for the loan or transfer in the territory of the other Contracting Party of the equipment and items specified in the paragraph 1 and subparagraphs a, b, c of paragraph 2 of this Article.

ARTICLE 10 REPRESENTATION

1. Each Contracting Party grants to the designated airlines(s) of the other Contracting Party, on a reciprocal basis, the right to establish and maintain at point(s) on the specified routes in its territory representations with commercial, technical, operational and administrative personnel as may be necessary for tile requirements of the designated airline(s) concerned for providing the agreed services.

2. The designated airline(s) of each Contracting Party shall have the right to issue its own documents of carriage on the agreed services and their own world-wide services in this connection and to advertise and promote sales in the territory of the other Contracting Party. Such sales may be effected in accordance with the laws and regulations in force of this other Contracting Party, either directly through their own sales offices or through duly authorized sales and/or travel agencies, to any person, organization or body.

3. The establishment of the offices and the employment of the personnel referred to in paragraph 1 of this Article shall be subject to the laws and regulations of the Contracting Party concerned, such as laws and regulations relating to the admission of foreigners and their stay in the territory of the Contracting Party concerned.

4. These personnel requirements may, at the opinion of the designated airline(s), be satisfied by the nationals of either Contracting Party.

ARTICLE 11 TRANSFER OF EARNINGS

1. Each Contracting Party grants to the designated airline(s) of the other contracting Party the right of free transfer of the excess of receipts over expenditure, earned in the territory in connection with the carriage of passengers, baggage, cargo and mail by the designated airline(s) of the other Contracting Party. Such transfer shall be made in a free convertible currency at the official rate of exchange on the day the transfer is made.

2. Where a special payment agreement exists between the Contracting Parties, the transfer shall be effected in accordance with the provisions of that agreement.

3. If a Contracting Party imposes restrictions on the transfer of earnings by the designated

airline(s) of the other Contracting Party, the latter shall have the right to impose reciprocal restrictions on the designated airline(s) of the first Contracting Party.

ARTICLE 12
AIRPORT AND SIMILAR CHARGES

Any charges that may be imposed or permitted to be imposed for using the airports and air navigation facilities in the territory of the People's Republic of China and in the territory of the Republic of Moldova respectively, shall be levied according to the official level of the tariffs established by the laws and other regulations in force in these States, which apply to all respective foreign aircraft that operate similar international air services.

ARTICLE 13
RECOGNITION OF CERTIFICATES AND LICENSES

1. Certificates of air worthiness, certificates of competency and licenses issued or rendered valid by on Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services stipulated in the present Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention.

2, However, each Contracting Party reserves the right to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party or by any other State.

ARTICLE 14
AVIATION SAFETY

1. Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, air crews, aircraft and their operation. Such consultations shall take place within thirty (30) days of that request.

2. If following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least to the minimum standards established at that time pursuant to the Chicago Convention, the first Contracting Party shall notify the other Contracting Party of those findings and this other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within a reasonable time, and in any case within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of Article 4 of the present Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the designated airline(s) of one Contracting Party on services to or from the territory of another Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorities representative of the other Contracting Party on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or a series of ramp inspections gives rise to:

a. serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or,

b. serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention, the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which certificate or licenses in respect of that aircraft or in respect of the operator or crew of that aircraft had been issued or rendered valid are not equal to or above the minimum standards established at that time pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the designated airline(s) of one Contracting Party in accordance with paragraph 3 above is denied, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 above arise and draw the conclusions referred to in that paragraph.

6. Each Contracting Party reserves the right to suspend or vary the operating authorization of the designated airline(s) of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or other form of dialogue, that immediate action is essential to the safety of the designated airline(s) operation.

7. Any action by one Contracting Party in accordance with paragraph 1 or 2 above shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 15

APPLICABILITY OF LAWS AND REGULATIONS

1. Laws and regulations of one Contracting Party relating to the admission to, stay in or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the designated airline(s) by the other Contracting Party and shall be complied with by such aircraft upon entrance into or departure from and while within the territory of the first Contracting Party.

2. Laws and regulations of one Contracting Party relating to the admission to, stay in,

transit through or departure from its territory of passengers, crew, baggage, cargo or mail of aircraft, including regulations relating to entry, clearance, immigration, emigration, passports, customs, currency and quarantine, shall be complied with by or on behalf of such passengers, crew, baggage, cargo or mail of the designated airline(s) of the other Contracting Party upon entrance into or departure from or while within the territory of the first Contracting Party.

ARTICLE 16
APPLICABILITY OF MULTILATERAL AIR CONVENTION

If general multilateral agreement or convention concerning air transport enters into force in respect of the Contracting Parties, the present Agreement shall be amended by negotiations between the Contracting Parties so as to conform with the provisions of such agreement or convention.

ARTICLE 17
CONSULTATIONS

1. In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensure the implementation and satisfactory compliance with the provisions of the present Agreement.

2. Either Contracting Party may at any time request consultations on the interpretation, application or amendment of the present Agreement with the other Contracting Party. Such consultations, which may be between the aeronautical authorities of the Contracting Parties through discussion or by correspondence, shall begin within a period of sixty (60) days from the date when the other Contracting Party receives the request, unless the Contracting Parties agree to an extension of this period.

ARTICLE 18
SETTLEMENT OF DISPUTES

Any dispute relating to the interpretation or application of the present Agreement shall be settled by direct negotiations between the aeronautical authorities of the Contracting Parties. In the case when the aeronautical authorities fail to reach an agreement, the Contracting Parties shall endeavor to settle the dispute through diplomatic channels.

ARTICLE 19
AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of the civil aviation

against acts of unlawful interference forms an integral part of the present 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 Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, and any other convention on aviation security to which the Contracting Parties shall become members.

2. The Contracting Parties shall provide upon request all necessary assistance to each other 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 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 and technical requirements established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation 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 such operators of aircraft may be required to observe the aviation security provisions and requirements referred to in paragraph 3 of this Article required by the other 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 or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of unlawful seizure of aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measure intended to terminate rapidly and safely such incident or threat thereof.

6. Each Contracting Party shall take measures, as it may find practicable, to ensure that an aircraft subject to an act of unlawful seizure or other acts of unlawful interference which has landed in the territory of the respective State is detained on the ground unless its departure is required by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.

7. Should one Contracting Party have problems with regard to the aviation security provisions of this Article, the aeronautical authorities of either Contracting Party may request

immediate consultations with the aeronautical authorities of the other Contracting Party.

ARTICLE 20 AMENDMENT

1. The present Agreement may be modified by the mutual agreement of the Contracting Parties. For this purpose, each Contracting Party shall examine carefully any proposal presented by the other Contracting Party. Any modification agreed upon shall enter into force when the Contracting Parties have reciprocally notified, through diplomatic channels, the compliance with the formalities required by their legislation relating to its entry into force.

2. The Annex to the present Agreement may be modified by the direct agreement between the aeronautical authorities of the Contracting Parties.

3. The negotiations relating to the modification of the present Agreement or of its annex shall begin within a period of sixty (60) days from the date of receipt of the request, unless both Contracting Parties agree to an extension of this period.

ARTICLE 21 REGISTRATION

The present Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

ARTICLE 22 ENTRY INTO FORCE

1. The present Agreement shall replace any previous agreements on international air services between the Contracting Parties.

2. The present Agreement shall enter into force on the date when the Contracting Parties reciprocally notified, through diplomatic channels, the compliance with the formalities required by their legislation relating to its entry into force.

ARTICLE 23 TERMINATION

1. This Agreement shall be valid for unlimited period of time.
2. Either Contracting Party may, at any time give, through diplomatic channels, written

notice to the other Contracting Party of its decision to terminate the present Agreement. Such notice shall be given simultaneously to the International Civil Aviation Organization, In such case, the present Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by the agreement before the expiry of this period. In the absence of acknowledgment of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of this notice by the International Civil Aviation Organization.

IN WITNESS WHEREOF, the undersigned plenipotentiaries, being duly authorized by their respective Governments, have signed the present Agreement.

Done at Beijing on this seventh day of June 2000 in the Chinese, Moldovan and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

For the Government of the
People's Republic of China

For the Government of
Republic of Moldova

ANNEX

**to the Air Services Agreement between the Government of the
People's Republic of China and the Government
of the Republic of Moldova**

1. Routes on which scheduled international air services will be operated in both directions by the designated airline(s) of the People's Republic of China:

any points in China -- intermediate points (to be agreed) -- one point in Moldova -- points beyond (to be agreed)

2. Routes on which scheduled international air services will be operated in both directions by the designated airline(s) of the Republic of Moldova:

any points in Moldova -- intermediate points (to be agreed) --one points in China--points beyond (to be agreed)

3. The designated airline(s) of the Contracting Parties shall not exercise 5th freedom traffic rights to/from third countries unless they mutually agree otherwise. Such an agreement has to be approved by both aeronautical authorities before its implementation.

4. Any or all of the intermediate or beyond points may, at the opinion of the designated airline(s), be omitted on any or all flights provided that the services begin or terminate in the territory of the Contracting Party designating the airline(s).

ANNEX B

AIR TRANSPORT AGREEMENT
BETWEEN THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
AND
THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN