

AGREEMENT

BETWEEN THE SWISS FEDERAL COUNCIL AND THE GOVERNMENT OF THE PEOPLE'S
REPUBLIC OF CHINA RELATING TO CIVIL AIR TRANSPORT

The Swiss Federal Council and the Government of the People's Republic
of China,

With a view to facilitating the friendly contacts between the peoples
of Switzerland and China and developing the mutual relations between
the two countries 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 co-operation,

Have agreed on the establishment and operation of scheduled ' air
services between and beyond their respective territories as follows:

Article 1

For the purpose of the present Agreement and its Annexes:

- a. The term "aeronautical authorities" means, in the case of Switzerland, the Federal Air Office and, in the case of the People's Republic of China, the General Administration of Civil Aviation of China, or in either case any person or body authorised to exercise the functions presently assigned to the said authorities.
- b. The term "designated airline" means an airline which one Contracting Party has designated, in accordance with Article 3 of the present Agreement, for the operation of the agreed air services.
- c. The term "air service" means any scheduled air service performed by aircraft for the public transport of passengers, cargo and mail.
- d. The term "international air service" means an air service which passes through the air space over the territory of more than one state.
- e. The term "airline" means any air transport enterprise operating an international air service.
- f. The term "stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, cargo and mail.

Article 2

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 routes specified in the Annex I to this Agreement (hereinafter referred to as "the specified routes") for carriage of international traffic in passengers, baggage, cargo and mail.
2. The designated airline of each Contracting Party while operating

the agreed services on the specified routes shall enjoy the right to overfly without landing the territory of the other Contracting Party after approval of its seasonal schedule has been obtained from the aeronautical authorities of the other Contracting Party.

3. Subject to the provisions of the present Agreement, the designated airline of each Contracting Party, while operating the agreed services on the specified routes, shall enjoy the following rights:

a. subject to the approval of the aeronautical authorities of the other Contracting Party, to make stops for non-traffic purposes at the points on the specified routes in the territory of the other Contracting Party;

b. to make stops at the points on the specified routes in the territory of the other Contracting Party for the purpose of putting down and taking on international traffic in passengers, baggage, cargo and mail.

4. The designated airline of each Contracting Party shall not enjoy the right to carry for remuneration or hire traffic in passengers, baggage, cargo and mail originating from or stopping over at a point in the territory of the other Contracting Party, destined for another point in the same territory, except the personnel of the said airline as well as their families and baggage.

Article 3

1. Each Contracting Party shall have the right to designate, through diplomatic channels, one airline for the purpose of operating the agreed services on the specified routes provided for in the Annex I to the present Agreement.

2. The Contracting Party which has received the note of designation shall, subject to the provisions of paragraph 3 and 4 of this

- Article, grant without delay to the designated airline of the other Contracting Party the necessary operating authorisation.
3. Having received the operating authorisation, provided for under paragraph 2 of the present Article, the designated airline of each Contracting Party may begin at any time to operate the agreed services, provided that the other Contracting Party has been notified by the first Contracting Party at least 60 days in advance of the date of inauguration of such services.
 4. The substantial ownership and effective control of the designated airline of each Contracting Party shall be vested in the Contracting Party designating the airline or in its citizen(s).
 5. Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Art. 2 of the present Agreement by the designated airline of 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 Annexes. 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 4

1. The designated airlines of the two Contracting Parties shall enjoy fair and equal opportunities in the operation of 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 interests 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 specified routes.

3. The agreed services provided by the designated airlines of both Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision of capacity adequate to satisfy the current and reasonably anticipated requirements for the carriage of passengers, baggage, cargo and mail originating from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers, baggage, cargo and mail both taken up and put down at points on the specified routes in the territory of a third country shall be made in accordance with the general principle that capacity shall be related to:

a. traffic requirements to and from the territory of the Contracting Party which has designated the airline,

b. traffic requirements of the area through which the agreed services pass, after taking account of other air services established by airlines of other States comprising the area, and

c. the requirements of through airline operations.

4. The terms and conditions in respect of the operation of the agreed services shall be agreed upon between the designated airlines of both Contracting Parties and shall be subject to the approval of their respective aeronautical authorities.

5. In case of disagreement between the designated airlines of the Contracting Parties, the issues referred to in paragraph 4 above shall be resolved between the aeronautical authorities of the two Contracting Parties.

Article 5

1. Each Contracting Party shall designate in its territory airport(s) and alternate airport(s) to be used by the designated airline of the other Contracting Party for

the operation of the specified routes and provide the latter with communications, navigational, meteorological and other auxiliary services in its territory as are required for the operation of the agreed services. Detailed arrangements for the above shall be provided for in Annex II to the present Agreement.

2. The designated airline of each Contracting Party shall be charged for the use of airports, equipment and technical services of the other Contracting Party at rates not higher than those paid by airlines of other States.

Article 6

1. Aircraft operated on the specified routes by the designated airline of either Contracting Party, as well as their regular equipment, spare parts, fuel, oil, lubricants and aircraft stores, including food, beverages and tobacco, retained on board the aircraft shall be exempt, on a basis of reciprocity, from any customs duties, inspection fees and other charges by the other Contracting Party on arrival in and on departure from the territory of the other Contracting Party.
2. There shall also be exempt from customs duties, inspection fees and other duties and taxes, with the exception of charges corresponding to the services performed:
 - a. aircraft stores taken on board in the territory of either Contracting Party, within limits fixed by the competent authorities of the said Contracting Party, and for use on board aircraft engaged in the operation of the agreed services of the designated airline of the other Contracting Party;
 - b. aircraft stores, oil, lubricants and spare parts entered into the territory of either Contracting Party for use by the designated airline of the other Contracting Party in the operation of the agreed services; however, they shall be kept under the supervision and control of the customs authorities of the first Contracting Party subject to storage charges;

- c. fuel and lubricants destined to supply aircraft operated on international air services by the designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.
3. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of the designated airline of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of the other Contracting Party. In such case they may be placed under the supervision of said authorities, subject to any storage charges, up to such time as they are re-exported or otherwise disposed of in accordance with the regulations of such authorities.

Article 7

The laws and regulations of each Contracting Party relating to the admission to, stay in, departure from and navigation in its territory of aircraft engaged in the operation of international air services as well as the laws and regulations relating to the admission to, 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 8

Passengers, baggage and cargo in transit across the territory of each Contracting Party and not leaving the area of the airport reserved for such purpose shall only be subject to a very simplified

control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 9

The revenue earned by the designated airline of each Contracting Party in the territory of the other Contracting Party shall be exempt from income tax in the territory of the other Contracting Party and such revenue shall be permitted to be transferred at the official rate of exchange.

If payments between the Contracting Parties are regulated by a special agreement, this special agreement shall apply.

Article 10

1. The tariffs to be charged on the agreed services shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit, characteristics of services as well as the tariffs of other airlines operating scheduled air services on the whole or any sector of the same or equivalent routes.
2. The tariffs on the agreed services shall be agreed upon between the designated airlines of both Contracting Parties, and shall be submitted for approval to the aeronautical authorities of both Contracting Parties at least thirty days before the proposed date of their introduction. In special cases, this time limit may be reduced, subject to the agreement of the said authorities. If the designated airlines cannot agree on any of these tariffs, or if the aeronautical authorities of one Contracting Party is not satisfied

with any tariff agreed upon between the designated airlines of both Contracting Parties, the aeronautical authorities of both Contracting Parties shall try to agree upon an appropriate tariff between themselves.

3. A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff has been established. Nevertheless, a tariff shall not be prolonged by virtue of this paragraph for more than twelve months after the date on which it otherwise would have expired.

Article 11

1. The designated airline of each Contracting Party shall have the right on a basis of reciprocity to maintain representation(s) at the point(s) of call on the specified routes in the territory of the other Contracting Party. These representation(s) may include commercial, operational and technical staff. 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.
2. Unless agreed upon otherwise, the staff of such representation(s) shall be citizens of either Switzerland or the People's Republic of China.
3. The staff of the representation(s) must observe the laws and regulations of the country where such representation(s) are located.
4. Each Contracting Party shall extend assistance and convenience to the representation(s) and their staff of the designated airline of the other Contracting Party.
5. Each Contracting Party shall endeavour to safeguard, to the extent possible, the security of airline operations of the

other Contracting Party within its territory.

Article 12

1. The aircraft of the designated airline of each Contracting Party operating on the specified routes shall bear its nationality and registration marks.
2. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by each of the Contracting Parties shall, during the period of their validity, be recognised as valid by the other Contracting Party.
3. Each Contracting Party reserves its right, however, not to recognise as valid, for the purpose of flights over its own territory, certificates of competency and licences granted to its own citizens or rendered valid for them by the other Contracting Party or by any other State.
4. The aircraft of the designated airline of each Contracting Party operating on the specified routes shall carry on board the documents as enumerated in the Annex II to the present Agreement.
5. The requirements and procedures of operation and safety of flights, as well as the questions of assistance to aircraft in distress or aircraft having met an accident shall be carried out in accordance with Annex II to the present Agreement.
6. The crew members of the designated airline of each Contracting Party flying on the specified routes shall be citizens of such Contracting Party. In case the designated airline of one Contracting Party deems it desirable to utilize crew members of other nationalities for the operation of its aircraft on the specified routes, approval shall be obtained from the other Contracting Party.

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 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

The aeronautical authorities of the Contracting Parties shall supply to each other, on request, periodic statistics or other similar information relating to the amount of traffic carried on the agreed services.

Article 15

1. If either of the Contracting Parties or its aeronautical authorities consider it desirable to modify or amend any provision of this Agreement, they may at any time request consultation with the other Contracting Party or with its aeronautical authorities and such consultation shall begin within a period of sixty days from the date of the request.

Any modification of the present Agreement shall enter into force when the two Contracting Parties have notified each other the fulfilment of their necessary legal formalities relating to the conclusion and the entering into force of international agreements.

2. Modifications to the Annexes of the present Agreement may be agreed directly between the aeronautical authorities

of the Contracting Parties. They shall enter into force after having been confirmed by notifications to each other by the said aeronautical authorities.

Article 16

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate the present Agreement. The present Agreement shall terminate twelve months after the date of notification by the first Contracting Party.

If the first Contracting Party wishes to withdraw the above notice before the expiry of this period, this Agreement shall continue to be in force with the concurrence of the other Contracting Party.

Article 17

The present Agreement shall be applied provisionally from the date of its signature; it shall enter into force when the Contracting Parties will have notified each other the fulfilment of their necessary legal formalities with regard to the conclusion and the entering into force of international agreements.

Done at Berne in duplicate this 12 November 1973 in the French, Chinese and English languages, each of the three texts being equally authentic. In case of disagreement in interpretation the English text shall prevail.

For the Swiss Federal Council:

For the Government of the
People's Republic of China:

Annex I

1. Routes on which air services may be operated by the designated airline of Switzerland:

Points in Switzerland - Vienna or Belgrade or Athens or Istanbul - Beirut or Cairo or Teheran or Kuwait - Kandahar or Karachi or Rawalpindi - Bombay or Delhi - Rangoon - Shanghai and/or Peking - Tokyo - two points beyond to be agreed upon between the aeronautical authorities of both Contracting Parties, in both directions.

2. Routes on which air services must be operated by the designated airline of the People's Republic of China:

Points in China - Karachi or Kandahar or Teheran - Baghdad or Damascus or Beirut - Ankara or Cairo - Athens or Tirana or Bucharest - Rome or Belgrade or Vienna - Zurich and/or Geneva - Paris - two points beyond to be agreed upon between the aeronautical authorities of both Contracting Parties, in both directions.

3. The designated airline of each Contracting Party may, at its option, omit on the specified routes any or all of the intermediate points as well as of the points beyond the territory of the other Contracting Party, on any or all flights. In such case the aeronautical authorities of the other Contracting Party shall be notified to this effect as early in advance as practicable.

4. In case the designated airline of one 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 a request to the aeronautical authorities of the other Contracting Party which shall give favorable consideration to the request and be responsible for attending to the clearance formalities as well

as for giving reply to the former.

5. In case the designated airline of one Contracting Party desires to operate additional flights on the specified routes, it shall, under normal circumstances, give notice to the aeronautical authorities of the other Contracting Party at least forty-eight hours prior to the departure of the aircraft in question, and the flight shall be operated only after approval has been obtained.

Annex II

I. General provision

The aeronautical authorities of either Contracting Party shall provide the aircraft of the designated airline of the other Contracting Party with communications, navigation and other services required for the operation of the agreed services in the territory of the first Contracting Party.

II. Aircraft Documents

The aircraft of the designated airline of each Contracting Party operating on the specified routes shall carry on board the following documents:

- 1) certificate of registration;
- 2) certificate of airworthiness;
- 3) journey log sheet;
- 4) aircraft radio station licence;
- 5) licences or certificates for each member of the crew;
- 6) list of passengers giving the places of departure and destination;
- 7) manifest of cargo and mail;
- 8) general declaration.

Each Contracting Party shall recognize the valid documents mentioned above of the other Contracting Party.

III. Aeronautical Information Service

1. The aeronautical authorities of each Contracting Party shall provide the designated airline of the other Contracting Party the following aeronautical information necessary for the operation of the aircraft on the agreed services in the territory of the first Contracting Party:
 - 1) information on the air routes;
 - 2) information on the airports of destination and their alternates;
 - 3) information on radio communications and navigational facilities;
 - 4) rules of the air.
2. Alterations or additions to the above-mentioned information, if any, shall be sent in time to the designated airline of the other Contracting Party in the form of NOTAM. Urgent NOTAMs shall be transmitted in a proper way, and where necessary, directly by radio to the aircraft concerned of the designated airline of the other Contracting Party and later on confirmed in writing.
3. Aeronautical information and NOTAMs shall be made available in English language. NOTAM code of international usage shall be used in the transmission of NOTAMs.

IV. Meteorological Service

1. For the aircraft of the designated airline of each Contracting Party flying from its own country to the territory of the other Contracting Party on the specified routes, the aeronautical authorities of the other Contracting Party undertakes to provide the following meteorological information in its own territory to the aeronautical authorities of the first Contracting Party

three hours before the departure of such aircraft from the last point of call outside the territory of the other Contracting Party:

- 1) weather forecast and weather report of the aerodrome of destination;
- 2) route weather forecast from the boundary line to the aerodrome of destination;
- 3) weather forecast and weather report of alternate(s).

The aeronautical authorities of the other Contracting Party shall communicate to the aircraft SIGMET information, if any, occurring during its flight in the territory of the other Contracting Party.

2. For the aircraft of the designated airline of each Contracting Party departing from the territory of the other Contracting Party on the specified routes, the aeronautical authorities of the other Contracting Party undertakes to provide the following meteorological information in its own territory to the aeronautical authorities of the first Contracting Party three hours before the departure of such aircraft:

- 1) weather forecast and weather report of aerodrome of departure;
- 2) route weather forecast from aerodrome of departure to the aerodrome of destination;
- 3) weather forecast and weather report of destination, important intermediate aerodromes and alternate(s).

The aeronautical authorities of the other Contracting Party shall communicate to the aircraft SIGMET information, if any, occurring during its flight in the territory of the other Contracting Party.

3. Plain language in English or meteorological code of international usage shall be used by the aeronautical authorities of both Contracting Parties in the preparation of the meteorological information.

4. Prior to the departure of each flight the meteorological office at the aerodrome of departure shall provide meteorological briefing and a flight forecast folder to the pilot-in-command or his representative.

V. Air Traffic Control

1. The crew members of the aircraft of the designated airline of each Contracting Party flying the specified routes shall be fully conversant and strictly compliant with the air traffic control procedures of the other Contracting Party.

2. Prior to departure the pilot-in-command or his representative shall file a flight plan to be approved by the air traffic control service of the aerodrome of departure, and the flight should proceed according to the approved flight plan. Deviation from the flight plan will be allowed only after clearance has been obtained from the air traffic control service concerned; in emergency where immediate deviation from the flight plan is required and there is not enough time for obtaining clearance from the air traffic control service concerned, the pilot-in-command shall have the right to deviate from the flight plan and concurrently notify the air traffic control service concerned of such deviation. The air traffic control service concerned shall do its best to cooperate with the pilot-in-command who, however, shall be responsible for any consequence arising therefrom.

3. Prior to each flight, the air traffic control service of the aeronautical authorities of each Contracting Party, shall, with the information available, brief the pilot-in-command of the aircraft or his representative concerning latest NOTAMS on the aerodrome of departure, aerodrome of first destination and alternate(s) along the specified routes, including radio communications and navigation facilities and others as may be required for the safe conduct of the flight.

VI. Radio Communications and Navigational Services

1. The arrangements and procedures of the transmission of messages

between the two countries for the purpose of operating the specified routes shall be agreed upon between the aeronautical authorities of both Contracting Parties.

2. Aircraft used in the operation of the specified routes by the designated airline of each Contracting Party shall be provided to the greatest possible extent with equipment fit for operation on the radio communications and navigation facilities provided in the territory of the other Contracting Party.

3. Aircraft used in the operation of the specified routes shall be equipped with necessary radio frequencies to operate on the ground radio communications and navigation facilities.

4. Pilot-in-command shall maintain a continuous two-way communication on the specified frequency with the designated air traffic control service.

5. English language and aeronautical Q code of international usage shall be used by both Contracting Parties in the air-ground and point-to-point radio communications.

VII. Aircraft in Distress

In case the aircraft of the designated airline 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 first 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 representatives and experts of the first 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 first Contracting Party the results of the investigation.