

中华人民共和国政府和
阿富汗伊斯兰共和国政府
航空运输协定

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附件

中华人民共和国政府和阿富汗伊斯兰共和国政府，以下简称缔约双方；

作为一九四四年十二月七日在芝加哥开放签字的《国际民用航空公约》的参加国；

承认航空运输作为建立和保持两国间友谊、相互理解和合作的手段之一的重要性，并为继续和发展中华人民共和国政府和阿富汗伊斯兰共和国政府间的国际合作；

希望为在两国领土间及其以远地区建立定期航班缔结一项协定，达成协议如下：

第一条

定 义

一、除非文中另有要求，本协定中：

（一）“公约”，指一九四四年十二月七日在芝加哥开放签字的《国际民用航空公约》，包括根据该公约第九十条通过的所有附件以及根据该公约第九十条和第九十四条对附件和公约的修订，只要这些附件和修订对缔约双方均适用；

（二）“航空当局”，就中华人民共和国政府而言，指中国

民用航空总局，就阿富汗伊斯兰共和国政府而言，指运输部，或就双方而言，指授权执行上述当局目前所行使职能的任何个人或机构；

（三）“指定空运企业”，指根据本协定第三条指定和授权的任何空运企业；

（四）“领土”，指一国主权管辖下的陆地、与之毗连的领水及其以上空域；

（五）“航班”、“国际航班”、“空运企业”及“非运输业务性经停”，具有公约第九十六条分别确定的含义；

（六）“协定”，指本协定，包括本协定的附件以及按照本协定第十九条对本协定及其附件的任何修改；

（七）“规定航线”，指本协定附件规定的或根据本协定附件拟规定的航线；

（八）“协议航班”，指在本协定附件规定的航线上运行的国际航班；

（九）“运价”，指运输旅客、行李和货物所适用的价格和该价格所适用的条件以及提供代理和其它辅助服务的价格和价格条件，但不包括运输邮件的价格和价格条件；

（十）“运力”，就“协议航班”而言，指运行这些航班的航空器的运力乘以这一航空器在一定时期内沿全部航线或部

分航线飞行的航班次数所得出的运力；

二、本协定各条款的名称仅具查阅性质，对本协定的目的和含义不具有定义、限定和解释的作用。

第二条

业务权利的授予

一、缔约各方应授予对方本协定规定的权利，以在本协定附件规定的航线上经营定期国际航班。

二、缔约各方指定空运企业在规定航线上经营国际航班时应享有以下权利：

（一）沿缔约另一方航空当局规定的航路不降停飞越缔约另一方领土；

（二）经缔约另一方航空当局批准，在本协定附件规定的缔约另一方领土内地点进行非运输业务性经停；

（三）在本协定附件规定的缔约另一方领土内地点降停，以便装载和（或）卸载前往和（或）来自缔约另一方领土内地点的旅客、行李、货物和邮件。

三、本条的任何规定不得视为授予缔约一方任何指定空运

企业为取酬或出租在缔约另一方领土内地点载运旅客、行李、货物和邮件前往缔约另一方领土内其它地点的权利。

四、缔约一方指定空运企业在缔约另一方领土内地点装载和（或）卸载前往和（或）来自第三国的国际业务的权利，应由缔约双方航空当局商定。

五、运行协议航班的航空器飞行的航路以及飞越国境的地点应由缔约各方规定。

第三条

空运企业的指定和经营许可的授予

一、缔约各方有权以书面通知方式向缔约另一方指定一家或多家空运企业在规定航线上经营协议航班。

二、在收到此项通知后，缔约另一方航空当局应根据本条第三款和第四款的规定，立即向每一指定空运企业颁发适当的飞行许可。

三、缔约各方航空当局在向缔约另一方指定的任何空运企业颁发许可前，可要求其证明有资格满足根据公约条款制定的

适用于国际航空运输经营的法律和规章所规定的条件。

四、在任何情况下，当缔约一方不能证明其指定空运企业的主要所有权和有效控制权属于指定该空运企业的该缔约方或其国民，缔约另一方有权拒绝颁发本条第二款所述飞行许可，或对该指定空运企业行使本协定第二条规定的权利附加它认为必要的条件。

五、在得到指定并获得飞行许可后，空运企业可以开始经营协议航班，但依据本协定第六条的规定由指定空运企业商定的航班时刻表以及经缔约双方航空当局批准的运价必须在此前生效。

第四条

撤销或暂停飞行许可

一、有下列情形之一的，缔约各方有权撤销缔约另一方指定空运企业的经营许可或暂停其行使本协定第二条规定的并授予的权利，或对其行使这些权利附加它认为必要的条件：

(一)对该空运企业主要所有权和有效控制权属于指定该空运企业的缔约一方或其国民存有疑义；或

(二)该空运企业不能满足授予这些权利的缔约一方的法

律或规章；或

(三) 该空运企业未能遵守本协定规定的条件。

二、除非有必要立即采取本条第一款所述的撤销、暂停或附加条件以防止该指定空运企业进一步违反法律和规章，否则这种权利只能在缔约双方航空当局协商后方可行使。此种协商应在依据本协定第十六条的规定提出请求之日后的最短时间内进行。

第五条

关税、税收和其它费用的免除

一、缔约各方指定空运企业飞行协议航班的航空器进入缔约另一方领土时，该航空器及该航空器上的正常设备、零备件（包括发动机）、燃料、油料（包括液压油、润滑油）和机上供应品（包括食品、饮料和烟草），应在互惠的基础上免纳一切关税、税收、检验费和其它类似费用。但这些设备和物品应留置在该航空器上直至重新运出。

二、除了提供服务的费用外，下列设备和物品应在互惠的基础上免纳一切关税、税收、检验费和其它类似费用：

(一) 在缔约一方领土内装载供指定空运企业飞行协议航

班的航空器上使用的正常设备、零备件（包括发动机）、燃料、油料（包括液压油、润滑油）和机上供应品（包括食品、饮料和烟草），即使这些设备和物品在缔约另一方领土内的部分航段上使用；

（二）运入缔约另一方领土的为检修或者维护指定空运企业运行协议航班的航空器的零备件（包括发动机）。

三、本条第一、二款所述设备和物品，经缔约另一方海关当局同意后，可在缔约另一方领土内卸下。这些设备和物品应受缔约另一方海关当局监管直至重新运出，或者根据该缔约另一方的海关法规另作处理。

四、缔约一方指定空运企业和另一家或者多家在缔约另一方领土内享有同样税费免纳待遇的空运企业订有合同，在缔约另一方领土内向其租借或者转让本条第一、二款所述设备和物品的，也应适用本条第一、二款的豁免规定。

五、缔约一方指定空运企业运入缔约另一方领土的客票、货运单和宣传品，应在互惠的基础上免纳一切关税、税收、检验费和其它类似费用。

六、缔约一方指定空运企业在缔约另一方领土内的常设代表机构的办公用品、自用车辆、用于机场内的专用车辆或者用于运送机组人员及其行李的客车型车辆（不包括小轿车），以

及包括零备件在内的计算机订座系统和通信设备，在进入缔约另一方领土时，应在自用合理数量范围内和互惠的基础上免纳关税以及其它进口环节的税收。

七、直接过境的行李、货物和邮件，除提供服务的费用外，应在互惠的基础上免纳一切关税、税收、检验费和其它类似费用。

八、缔约一方指定空运企业经营协议航班在缔约另一方领土内取得的收入、利润，应在互惠的基础上免征一切税收。

九、缔约一方指定空运企业在缔约另一方领土内的财产，应在互惠的基础上免征一切税收。

十、缔约一方指定空运企业在缔约另一方领土内的常设代表机构人员如系该缔约一方国民，其取得的工资、薪金和其它类似报酬，应在互惠的基础上免征一切税收。

第六条

运 价

一、缔约一方空运企业收取的飞往或飞离缔约另一方领土的协议航班的运价应在合理的水平上制定，适当照顾到一切有关因素，包括经营成本、合理利润、航班特点以及其它空运企

业的运价。因滥用支配地位采取的不合理的高运价或有限运价，同时出于防止歧视性价格和做法、消费者对价格的干预而帮助空运企业抵御人为降低的价格的目的，缔约双方应视为不可适用。

二、本条第一款所述运价应尽可能由缔约双方指定空运企业商定。如必要，应以国际航空运输协会运价规章机制为指导。

三、如此达成一致的运价应在其拟执行之日前至少四十五（45）天提交缔约双方航空当局确认。特殊情况下，上述航空当局可协议缩短该时限。

四、对运价适用的确认可以采用具体答复的方式。如有关航空当局不在本条第三款规定的运价提交之日起的三十（30）天内表示反对，应认为该运价已被确认。如果第三款规定的同意运价的时限被缩短，航空当局应同意对运价提出异议的时间可少于三十（30）天。

五、如果指定空运企业不能达成一致，或如果缔约一方航空当局不能对运价予以确认，缔约双方航空当局应该努力通过相互协商来确定运价。如果缔约双方航空当局无法就运价达成一致，其争端应按本协定第十七条规定的程序提交。

六、依据本条规定的条件所制定的运价在新的运价确定前应保持有效。但有效运价到期后的任何延长都不应受本款的影

响而超过十二（12）个月。

七、缔约各方航空当局应尽所有努力，确保其指定空运企业遵守经缔约双方航空当局确认的已达成一致的运价。

第七条

代表机构

一、缔约一方应在互惠的基础上给予缔约另一方所有指定空运企业在缔约一方领土内规定航线上的地点建立并运作代表机构的权利，以必需的商务和技术人员来经营指定空运企业。上述人员应为缔约各方国民。

二、缔约一方应在互惠的基础上给予缔约另一方所有指定空运企业在缔约一方领土内直接或由其自行决定通过代理人从事航空运输销售的权利。

三、代表机构的代表和人员应遵守缔约另一方的法律和规章，并且根据这些法律和规章，缔约各方应在互惠的基础上，并且在最短的时间内向本条第一款所述代表和人员颁发必要的工作许可、工作签证和其它类似文件。

第八条

法律和规章的适用

一、缔约一方关于从事国际航行的航空器进入、停留和离开其领土的法律和规章应适用于缔约另一方指定空运企业进出缔约一方领土或在缔约一方领土内运营和航行的航空器。

二、缔约一方有关旅客、机组、行李、货物和邮件进入、停留和离开其领土的法律和规章，特别是有关入境、离境、移民、护照、海关、货币和卫生检疫的规章应适用于进入、停留和离开缔约一方领土的缔约另一方指定空运企业航空器所载运的旅客、机组、行李、货物和邮件。

三、缔约一方有关航空器以及有关民航方面的其它法律和规章应适用在缔约一方领土内经营协议航班的缔约另一方指定空运企业。

四、直接过境而不离开机场专为此目的而保留的区域的旅客、行李、货物和邮件只应接受简化的控制。

第九条

证件和执照的承认

一、为经营规定航线上的航班，缔约一方应承认缔约另一方颁发或核准有效的适航证、合格证和执照有效，只要颁发或者核准上述证件或执照的条件相当于或者高于公约规定的最低标准，并且它们的有效期仍未期满。

二、但是，对缔约一方向缔约另一方国民颁发的合格证和执照，如用于在缔约另一方领土上空飞行，缔约另一方保留拒绝承认的权利。

第十条

航空保安

一、根据公约赋予各自的权利和义务，缔约双方重申，为保护民用航空安全免遭非法干扰而相互承担的义务，构成本协定不可分割的组成部分。在不限制公约赋予的权利和义务的普遍性的情况下，缔约双方应特别遵守一九六三年九月十四日在东京签订的《关于在航空器内的犯罪和其它某些行为的公约》、一九七〇年十二月十六日在海牙签订的《关于制止非法劫持航空器的公约》、一九七一年九月二十三日在蒙特利尔签订的《关

于制止危害民用航空安全的非法行为的公约》以及一九八八年二月二十四日在蒙特利尔签订的《关于在提供国际民用航空服务的机场制止非法暴力行为的补充议定书》的规定。

二、缔约双方应根据请求相互提供一切必要的协助，防止非法劫持民用航空器的行为和其它危害这些航空器及其旅客和机组、机场和航行设施安全的非法行为，以及其它一切危害民用航空安全的威胁。

三、缔约双方在其相互关系中，应遵守国际民用航空组织制订的、作为《国际民用航空公约》附件并对缔约双方均适用的航空保安规定和技术要求。缔约双方应要求经它们注册的航空器经营人或主要营业地或永久居住地在其领土内的航空器经营人以及在其领土内的机场经营人遵守上述航空保安规定。

四、缔约双方同意，可要求上述航空器经营人在进出缔约另一方领土或者在缔约另一方领土内停留时遵守本条第三款中所述航空保安规定。缔约双方保证在其领土内采取足够有效措施，在登机或装机前和在登机或装机时，保证航空器的安全，并且对旅客、机组、手提物品、行李、货物和机上供应品进行检查。缔约一方对缔约另一方提出的为对付特定威胁而采取合理的特殊保安措施的要求，应给予适宜的考虑。

五、当发生非法劫持民用航空器事件或者以劫持民用航空

器相威胁时，或者发生其它危及民用航空器及其旅客、机组、机场或航行设施安全的非法行为时，缔约双方应通过便利联络和采取其它适当措施来相互协助，以便迅速、安全地结束此类事件或威胁。

第十一条

航空安全

一、缔约一方可随时就缔约另一方在航行设施、飞行机组、航空器和航空器运行的领域所维持的安全标准要求磋商。磋商应该在提出要求后三十天内进行。

二、如果在磋商之后，缔约一方发现缔约另一方未能有效地维持和管理本条第一款所述领域的安全标准，以达到当时根据公约所制定的标准，缔约另一方须被告知调查结果以及为遵守国际民航组织的标准所采取的必要措施。缔约另一方须在商定的时间范围内采取适当的改正行动。

三、根据公约第十六条进一步同意，由缔约一方空运企业或代表缔约一方空运企业经营前往或来自缔约另一方领土航班的航空器，在缔约另一方领土内时，缔约另一方的授权代表可对其进行检查，但应避免对航空器运行造成不合理的延误。

尽管有公约第三十三条提到的义务，此项检查的目的是查验航空器的相关文件、航空器机组的执照是否有效，以及航空器的设备和航空器的条件是否符合当时根据公约所制定的标准。

四、如必须采取紧急行动确保空运企业的运营安全，缔约一方保留立即暂停或变更缔约另一方一家或多家空运企业的经营许可的权利。

五、缔约一方根据上述第四款采取的任何行动，在采取此种行动的依据不复存在时，须停止。

第十二条

收入和运输销售的结算、汇兑

一、指定空运企业间的结算应依据缔约双方签订并适用的结算和支付协议。

二、缔约一方应给予对方指定空运企业将其在缔约一方领土内经营协议航班的收入扣除支出的结余部分汇出的权利。

三、此种汇兑应依据缔约双方关于财务关系的协议的规定进行。如无此种协议或在本协定中无适当规定，汇兑应按照缔约各方适用的外汇规则用可兑换货币并按当日适用的有效汇率进行结算。

第十三条

运力和航班时刻表

一、缔约双方指定空运企业应享有在恰当领土间规定航线上经营协议航班的公平和均等条件。

二、在经营协议航班方面，缔约一方指定空运企业应考虑到缔约另一方指定空运企业的利益，以免不适当地影响后者在相同航线或者航段上经营的航班。

三、缔约双方指定空运企业提供的协议航班应满足公众在规定航线上的运输需求，各空运企业应以合理的载运比率提供足够的运力，以满足当前的和可合理预测的在其领土间的旅客、行李、货物和邮件的运输需求。

四、除非缔约双方航空当局另有协议，规定航线上运力的增加应主要在缔约双方指定空运企业之间以均等的方式进行。

五、缔约各方指定空运企业应至少在拟执行的航班时刻表开始执行前的六十（60）天向缔约另一方航空当局提供有关班次、机型、座位设置以及拟销售的座位数等情况，由其批准。

六、如指定空运企业不能就航班时刻表达成一致，这一问题应由缔约双方航空当局直接解决。

七、在未经缔约双方航空当局批准前，航班时刻表不能生效。对于批准后的航班时刻表的任何修改都应提交缔约双方航空当局批准。

第十四条

机场和其它费率

一、使用各个机场的收费和费用，包括使用其建筑、技术和其它设施及其服务，以及使用导航设施、通信设施及其服务的收费和费用，应按照缔约各方规定的在其领土内征收的费率和价格收取，但是这种收费和费用不应高于向其它国家的航空器经营者使用这些设施和服务时收取的类似费用。

二、缔约各方应协助收取上述费用的当局组织与使用上述设施和服务的指定空运企业、在实际可能的情况下与代表指定空运企业的组织进行协商。对适用的收费的任何建议或修改都应尽量提前通知用户。

第十五条

信息和统计资料的交换

缔约一方航空当局应根据缔约另一方航空当局的要求，向其提供对确定缔约一方指定空运企业协议航班的运力所合理需要的定期统计资料。

第十六条

协 商

一、有关对本协定及其附件的执行和遵守情况的协商，以及有关对本协定及其附件的可能改动和修订的协商应在缔约双方航空当局之间定期举行。

二、协商可通过口头方式进行，也可通过通信方式进行。协商应在缔约一方提出请求之日后的六十（60）天内进行，除非缔约双方就延期问题达成协议。

第十七条

争端的解决

一、如缔约双方对本协定的解释和适用发生争端，缔约双方应首先努力通过其航空当局间的谈判予以解决。

二、如缔约双方航空当局不能解决上述争端，缔约双方应通过外交途径予以解决。

第十八条

协定的修改

如缔约一方建议对本协定或其附件规定的任何条款和条件进行修改，缔约双方航空当局应按照本协定第十六条的规定进行协商。对本协定的修改应在通过外交途径换文确认对其的接受后开始生效。对本协定附件的修改可在缔约双方航空当局商定后予以接受。

第十九条

登 记

缔约双方应将本协定及其所有修改向国际民用航空组织登记。

第二十条

生 效

一、本协定自签字之日起开始实施，并在缔约双方通过外交途径书面相互通知已完成对于协定生效所必需的政府间程序之日起生效。

二、一九七二年七月二十六日在喀布尔签订的《中华人民共和国政府和阿富汗王国政府民用航空运输协定》自本协定生效之日起终止。

第二十一条

协定的终止

本协定无限期有效。

缔约一方可随时通过外交途径通知对方其终止本协定的决定。该通知亦应同时发给国际民用航空组织。在这种情况下，本协定应在自缔约另一方收到通知之日起十二（12）个月后终

止，除非在期满前缔约双方协议撤回该通知。如缔约另一方未确认收到上述通知，则该通知应在国际民用航空组织收悉该通知十四（14）天后被视为已由缔约另一方收悉。

下列签字代表，经其各自政府正式授权，在本协定上签字，以昭信守。

本协定于二〇〇六年六月十九日在北京签订，一式两份，每份都用中文、达里文和英文写成，三种文本同等作准。如对文本的解释发生分歧，以英文文本为准。

中华人民共和国政府

代表



阿富汗伊斯兰共和国政府

代表



附 件

一、中华人民共和国政府指定空运企业经营定期国际航班的往返航线：

始发点	中间点	目的点	以远点
中国境内任意点	---	喀布尔	两个自选的以远点

二、阿富汗伊斯兰共和国政府指定空运企业经营定期国际航班的往返航线：

始发点	中间点	目的点	以远点
阿富汗境内任意点	---	乌鲁木齐、北京、上海、杭州	东京、汉城

三、缔约任何一方指定空运企业在任何或者所有飞行中，可自行决定不经停规定航线上的任何地点，但协议航班应在指定该空运企业的缔约一方领土内始发和终止。

AIR SERVICE AGREEMENT
BETWEEN
THE GOVERNMENT OF
THE PEOPLE'S REPUBLIC OF CHINA
AND
THE GOVERNMENT OF
THE ISLAMIC REPUBLIC OF AFGHANISTAN

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Annex

The Government of the People's Republic of China and the Government of the Islamic Republic of Afghanistan, hereinafter called the Contracting Parties,

Being the parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944,

Acknowledging the importance of air transport as one of the means of establishing and maintaining friendship, mutual understanding and cooperation between the two countries and for the purpose of continuation and development of international cooperation between the Government of the People's Republic of China and the Government of the Islamic Republic of Afghanistan,

Desirous of concluding an agreement concerning the establishment of regular air services between and beyond their corresponding territories,

Have agreed as follows:

ARTICLE 1 DEFINITIONS

1. For the purpose of application of this Agreement, unless the context otherwise required:
 - (a) The term "The Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the Seventh day of December 1944, and includes any Annex adopted under Article 90 of that Convention and also any amendment of the Annex or of the Convention under articles 90 and 94 thereof in so far as that Annex and amendment are applicable 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 Government of Islamic Republic of Afghanistan-Ministry of Transport, or in both cases any other persons or organization authorized to perform the functions incumbent at present upon the said Administration;
- (c) The term "designated airline" means any airline that was designated and authorized in accordance with Article 3 of this Agreement;
- (d) The term "territory" in regards to a State means the land areas and territorial waters adjacent and the 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 laid down in Article 96 of the Convention;
- (f) The term "Agreement" means this Agreement including its Annexes and any amendments to them adopted in conformity with Article 19 of this Agreement;
- (g) The term "specified routes" means the routes specified in the Annex to this Agreement;
- (h) The term "agreed services" means international air services operating on the specified routes in conformity with the Annex to this Agreement;
- (i) The term "tariff" means the cost of fare for the carriage of passengers, baggage and cargo and the conditions of agent and other additional service but excluding the fare and conditions of mail transportation;
- (j) The term "capacity" in regard to "agreed services" means the capacity of the aircraft operated on these services multiplied by the frequency of the flights

operated by this aircraft along the whole route or part of the route for certain period.

2. Inserted titles at the beginning of every Article of this Agreement have only referential value and do not determine, limit and describe the purpose and intention of this Agreement.

ARTICLE 2

GRANT OF TRAFFIC RIGHTS

1. Each Contracting Party shall grant to the other Contracting Party the rights stipulated in this Agreement for the purpose of operating regular international air services on the routes specified in the Annex to this Agreement.
2. The airline designated by each Contracting Party shall be authorized with the following rights during operation on the specified route:
 - (a) To fly without landing across the territory of the other Contracting Party along the route prescribed by the aeronautical authorities of the other Contracting Party;
 - (b) To land in the territory of the other Contracting Party for non-traffic purposes at the points specified in the Annex to this Agreement subject to the approval of the aeronautical authorities of the other Contracting Party;
 - (c) To land in the territory of the other Contracting Party at the points specified in the Annex to this Agreement for the purpose of loading and / or unloading of passengers, baggage, cargo and mail destined for or coming from points in the territory of the other Contracting Party;
3. Nothing in this Article shall be deemed to confer on any designated airline of either Contracting Party the right to take on, in the territory of the other Contracting Party, passengers, baggage, cargo and mail for remuneration or hire

and destined for another point within the territory of that Contracting Party.

4. The right of the designated airline of one Contracting Party to load and unload at points in the territory of the other Contracting Party international traffic to or from a third country shall be agreed upon between the civil aviation authorities of the two Contracting Parties.
5. Routes of the aircraft flights on the agreed services and points of over flying the national borders shall be specified by each Contracting Party in its territory.

ARTICLE 3
DESIGNATION OF AIRLINE AND
GRANT OF PERMISSION FOR OPERATION

1. Each Contracting Party shall have the right to designate the airline(s) for the purpose of operation of the agreed services on the specified routes giving written notification to the other Contracting Party.
2. Upon receipt of such notification, the other Contracting Party, in accordance with the terms and conditions of the paragraphs 3 and 4 hereof, shall immediately provide each designated airline with appropriate permission for flights.
3. Civil aviation authorities of either Contracting Party may require any airline designated by the other Contracting Party, before the permission is issued, to furnish proof that it is qualified to meet the requirement prescribed under the laws and regulations which are used to govern the operation of international air traffic and in accordance with the regulation of the Convention.
4. Either Contracting Party may withhold the permission for flights specified in paragraph 2 of this Article or request the designated airline(s) to follow such conditions it deemed necessary while using the rights stipulated in Article 2 of this Agreement in any case when the aforesaid Contracting Party is not able to prove that the substantial ownership and effective control over such airline is

vested in the Contracting Party designating this airline or in its nationals.

5. Having designated and received the permission, the airline may start operation of the agreed service provided that it is in accordance with the flight schedule agreed between the designated airlines and approved by the Civil Aviation Authorities of the Contracting Parties and the tariffs specified in accordance with the requirement of the Article 6 of this Agreement are brought into force.

ARTICLE 4
REVOCATION OR SUSPENSION
OF PERMISSION FOR FLIGHTS

1. Each Contracting Party shall have the right to revoke the permission for operation or suspend the use of the rights granted to a designated airline of the other Contracting Party specified in Article 2 of this Agreement, or request to follow such conditions it deems necessary while using its rights:
 - (a) in any case where it is not convinced that substantial ownership and effective control over such airline is vested in the Contracting Party designating the airline or in its nationals, or
 - (b) in any case where this airline does not follow the laws and regulations of the Contracting Party granting these rights, or
 - (c) in any case where the airline fails to follow conditions stipulated in this Agreement.
2. Unless immediate revocation, suspension of rights or imposition of conditions specified in Paragraph 1 of this Article is essential to prevent further infringement of laws and regulations by the said designated airline, such right shall be exercised only after consultations between the civil aviation authorities of the Contracting Parties which should take place within the shortest period possible

from the date of the request in accordance with Article 16 of this Agreement.

ARTICLE 5
EXEMPTION FROM
CUSTOMS DUTY, TAX AND OTHER CHARGES

1. Aircraft operated on the agreed services by the designated airline of either Contracting Party and also their regular equipment, spare parts (including engines), fuel, oil (including hydraulic fluids, lubricants), aircraft stores (including food supplies, drinks and tobacco), which are on board the aircraft, shall be exempted on the basis of reciprocity from all custom duties, taxes, inspection fees and other similar fees and charges, upon arrival at the territory of the other Contracting Party, provided that such equipment and items shall be left on board the aircraft up to the moment of their back export.

2. The following equipment and items shall also be exempt on the basis of reciprocity from all customs duties, taxes, inspection fees and other similar fees and charges, with exception of charges corresponding to the services provided:
 - (a) Regular equipment, spare parts (including engines), fuels, oil (including hydraulic fluids, lubricants) and aircraft stores (including food, beverages and tobacco) taken on board from the territory of either Contracting Party and intended for use on board the aircraft operated on the agreed services by a designated airline of the other Contracting Party, even when such equipment and items are to be used on part of the journey performed over the territory of the other Contracting Party.

 - (b) Spare parts (including engines) introduced into the territory of either Contracting Party for maintenance or repair of the aircraft operated on the agreed services by the designated airline of the other Contracting Party.

3. The equipment and items referred to in paragraphs 1 and 2 of this Article can be unloaded in the territory of the other Contracting Party only with the approval of

the customs authorities of that Contracting Party. In this case they can be placed under supervision of the aforesaid authorities up to the moment until they are re-exported or otherwise disposed of in accordance with the customs regulations of the other Contracting Party.

4. Exemptions stipulated in paragraphs 1 and 2 of this Article shall be applied in the cases where any airline of either Contracting Party concludes a contract with the other airline(s) for the loan or transfer of the equipment and items stipulated in paragraphs 1 and 2 of this Article, provided that the other airline has the same right for exemption in the territory of the other Contracting Party.
5. Printed ticket stock, air waybills and publicity materials introduced by the designated airline of one Contracting Party into the territory of the other Contracting Party, shall be exempt on the basis of reciprocity from all customs duties, taxes, inspection fees and other similar fees and charges.
6. Office supplies, vehicles for office use, vehicles for special use at airport, bus-type vehicles (excluding cars) for carriage of crew members and their baggage, as well as computer reservation system and communication equipment including their spare parts for the representation of the designated airline of either Contracting Party shall, when introduced into the said territory of the other Contracting Party, be exempt from customs duties and other duties on importation on the basis of reciprocity provided that these supplies are intended for the airline's own use and do not exceed a reasonable limit.
7. Baggage, cargo and mail in direct transit shall be exempt from all customs duties, taxes, inspection fees and other similar fees and charges on the basis of reciprocity with the exception of the charges corresponding to the services rendered.
8. The revenues and profit realized by the designated airline of each Contracting Party within the territory of the other Contracting Party in connection with the operation of the agreed services shall be exempt from all taxes.

9. The property of the designated airline of each Contracting Party within the territory of the other Contracting Party shall be exempt from all taxes on the basis of reciprocity.
10. Wages, salaries and other similar remuneration received by the employees of the representation of the designated airline of either Contracting Party, who are nationals of the first Contracting Party, shall be exempt from all taxes on the basis of reciprocity by the other Contracting Party.

ARTICLE 6 TARIFFS

1. Tariffs levied by an airline of either Contracting Party for transportation to or from the territory of the other Contracting Party shall be specified at the reasonable level taking into account all corresponding factors including operational expenses, reasonable profit, the characteristics of each service and tariffs of the other airlines. The Contracting Parties shall deem inapplicable the tariffs which are unreasonably high or excessively limited due to an abused dominant position. For the purpose of the defending airlines from the prices which are artificially reduced and to prevent the practice of discriminatory prices, certain tariffs will be deemed inapplicable.
2. Tariffs specified in paragraph 1 of this Article shall be agreed as far as possible by the designated airlines of both Contracting Parties and such agreement shall be achieved to the extent possible and if necessary, be guided by the mechanism of tariffs specification of the International Air Transport Association.
3. Tariffs shall be submitted for confirmation by the civil aviation authorities of both Contracting Parties not less than (45) forty-five days before the proposed date of their coming into force. In special cases, this period can be reduced upon the agreement of the aforesaid Authorities.

4. Consent for application can be given by a concrete answer. If corresponding civil aviation authorities do not express their disagreement within thirty (30) days from the moment of submission of the tariffs, they shall be deemed as confirmed in accordance with paragraph 3 of this Article. If the period of agreement stipulated by paragraph 3 is reduced, the Civil Aviation Authorities may agree that the period of notification about disagreement be less than thirty (30) days.
5. If the designated airlines cannot agree, or if the tariffs are not confirmed by the civil aviation authorities of one Contracting Party, the civil aviation authorities of both Contracting Parties shall endeavor to determine the tariffs by mutual agreement. In the absence of default of agreement, the dispute shall be submitted to the procedures provided for in Article 17 hereafter.
6. Tariffs specified in accordance with the terms and conditions of this Article shall remain in force until the new tariff is established. Nevertheless, use of a tariff can not be extended under the influence of this paragraph for more than 12 months after the date the tariff is deemed expired.
7. Civil aviation authorities of each Contracting Party shall make all efforts to ensure that the designated airline follow the agreed tariffs confirmed by the civil aviation authorities of the Contracting Parties.

ARTICLE 7 REPRESENTATION

1. Each Contracting Party shall, on a reciprocal basis, grant to any designated airline of the other Contracting Party the right to establish and operate at the points on the specified routes in its territory a representative office with commercial and technical personnel necessary to operate the designated airlines. The aforesaid personnel shall consist of nationals of either Contracting Party.
2. Each Contracting Party shall on a reciprocal basis grant to any designated airline

of the other Contracting Party the right to engage in the sale of air transportation in its territory directly and, at the airline's discretion, through its agents.

3. Laws and regulations of the other Contracting Party shall be followed by the representatives and personnel and in accordance with such laws and regulation each Contracting Party on a reciprocal basis and with minimal delays shall grant necessary work permissions, visas for employment and such other documents to the representatives and personnel aforesaid in paragraph 1 of this Article.

ARTICLE 8 APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of each Contracting Party governing entry into, stay in and departure from its territory of aircraft operating international flights, shall be applicable to the aircraft of the airline designated by the other Contracting Party, while entering, departing from or operating and navigating in the territory of the first Contracting Party.
2. The laws and regulations of each Contracting Party governing entry into, stay in and departure from its territory of passengers, crew, baggage, cargo and mail and in particular the formalities concerning entry, clearance, immigration, passport, customs, currency and quarantine regulations shall be applicable to passengers, crew, baggage, cargo and mail of the aircraft of an airline designated by the other Contracting Party while entering, staying in and departure from the territory of the first Contracting Party.
3. Other relevant laws and regulations relating to aircraft and provisions in respect of civil aviation of one Contracting Party shall be applicable to the designated airline of the other Contracting Party, while operating the agreed services in the territory of the first Contracting Party.
4. Passengers, baggage, cargo and mail in direct transit and not leaving the area of the airport reserved for such purpose shall be subject to no more than a simplified

control.

ARTICLE 9

RECOGNITION OF CERTIFICATES AND LICENSES

1. Airworthiness and flying certificates and also certificates issued or acknowledged to be valid by either Contracting Party shall be acknowledged valid to operate flights on the specified routes of the other Contracting Party, provided that such certificates issued and acknowledged to be valid are equal to or above the minimum standards specified by the Convention and that the period of their validity is not expired.
2. However, each Contracting Party, nevertheless, reserves the right to refuse acknowledgement of the validity of flying certificates issued to the nationals of its country by the other Contracting Party during flights over its territory.

ARTICLE 10

AVIATION SECURITY

1. Consistent with their rights and obligation under the ICAO Convention (Convention on International Civil Aviation), the Contracting Parties reaffirm that their obligation to each other 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 the Convention on International Civil Aviation, 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 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, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on

24 February 1988.

2. The Contracting Parties shall provide upon request all the 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 stipulated in annexes to the Convention on International Civil Aviation to the extent that such provisions and requirements 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 referred to in paragraph 3 above as 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 look favorably on any request from the other 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 each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

ARTICLE 11
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, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of receipt 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 the areas referred to in paragraph 1 of this Article that meet the Standards established at that time pursuant to the Convention, the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the Standards of the International Civil Aviation Organization. The other Contracting Party shall then take appropriate corrective actions within an agreed time period.
3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of another Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search by the authorized representatives of the other Contracting Party, provided that 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 documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the Standards established at that time pursuant to the Convention.
4. When urgent action is essential to ensure the safety of an airline operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Contracting Party.

5. Any action by one Contracting Party in accordance with paragraphs 4 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 12
SETTLEMENT, REMITTANCE OF REVENUES AND
TRANSPORTATION SALES

1. Settlement between the designated airlines shall be provided in conformity with applicable Agreement on Settlements and payments between the Parties.
2. Each Contracting Party shall grant to the designated airline of the other Contracting Party the right of remittance of the excess of receipts over expenditure earned by that airline in the territory of the first Contracting Party in connection with the operation on the agreed services.
3. Such remittance shall be made in conformity with the provision of the agreement managing financial relations between the Contracting Parties. In the case of an absence of such agreement or appropriate provisions in this Agreement, the remittance shall be effected in convertible currencies at the official rate of exchange prevailing on the date of remittance in accordance with the rules of currency exchange applicable by the Contracting Party.

ARTICLE 13
CAPACITY AND FLIGHT SCHEDULE

1. Just and equal conditions of operation of the agreed services on specified routes between the appropriate territories shall be given to the designated airlines of the Contracting Parties.

2. During operation of the agreed services, a designated airline of either Contracting Party shall take into account the interests of a designated airline of the other Contracting Party so as not to affect unduly that interest of the latter airline which operates the services on the same route or segment of the route.
3. The agreed services handled by the designated airlines of the Contracting Parties shall meet public needs in transportation on the specified routes and each airline shall have the immediate task of providing such capacity which with reasonable coefficient meets appropriate and reasonably proposed needs in transportation of passengers, baggage, cargo and mail between their corresponding territories.
4. Capacity on the specified routes shall be, principally, equally extended between the designated airlines of each Contracting Party unless otherwise agreed to between the Civil Aviation Authorities of the Contracting Parties.
5. The designated airline of either Contracting Party shall submit no later than sixty (60) days before the beginning of the operations the proposed schedule to the civil aviation authorities of the other Contracting Party for approval where it shall indicate flight frequency, type of the aircraft, seating and proposed number of seats for sale.
6. In case the designated airlines fail to achieve agreement concerning flight schedule, this question of the proposed schedule shall be settled directly between the civil aviation authorities of the Contracting Parties.
7. Flight schedule can not be put into force without approval of the civil aviation authorities of the Contracting Parties. Any further amendments to the approved schedule shall be submitted for approval by the civil aviation authorities of the Contracting Parties.

ARTICLE 14
AIRPORT AND OTHER CHARGES

1. Charges and payments for use of each airport including its buildings, technical and other aids and services and also any payments for use of air navigation facilities, communication facilities and services shall be levied in conformity with the rates and tariffs specified by each Contracting Party in its territory provided that such charges and payments do not exceed the analogous ones levied from the operators of aircraft of other states.
2. Either Contracting Party shall assist in providing consultations between its authoritative organizations which levy charges and designated airlines which use the services and facilities and, where practically possible, through the organizations which represent the airlines. Notification about any proposal or amendment to the applicable charges shall be sent to the users well in advance.

ARTICLE 15
EXCHANGE OF INFORMATION AND STATISTICS

The civil aviation authorities of either Contracting Party shall submit upon the request of the civil aviation authorities of the other Contracting Party the periodic statistics which may be reasonably requested for the purpose of determining the capacity operated on the agreed services by a designate airline of the first Contracting Party.

ARTICLE 16
CONSULTATIONS

1. Consultations concerning the questions of implementation and observance of this Agreement and Annex to it and also possible changes and amendments to them shall be periodically provided between the civil aviation authorities of the Contracting Parties.

2. These consultations can be provided orally or by means of correspondence and shall begin within sixty (60) days from the date of the request unless the civil aviation authorities otherwise agreed about extension of this period.

ARTICLE 17
SETTLEMENT OF DISPUTES

1. In case any dispute occurs between the Contracting Parties concerning the interpretation or application of this Agreement, the Contracting Parties shall try, in the first order to settle it by means of negotiation between the civil aviation authorities of the Contracting Parties.
2. In case the aforesaid civil aviation authorities fail to reach a settlement of the said dispute, the Contracting Parties shall settle such dispute through diplomatic channels.

ARTICLE 18
AMENDMENTS OF AGREEMENT

If either of the Contracting Parties proposes to change any terms and conditions of this Agreement or Annex to it, the consultations between the civil aviation authorities of the Contracting Parties shall be provided concerning the proposed amendments in conformity with the Article 16 of this Agreement. Amendments to the agreement shall enter into force after exchange of the notes about their acceptance through diplomatic channels. Amendments to the Annex may be accepted upon agreement between the Civil Aviation Authorities of the Contracting Parties.

ARTICLE 19
REGISTRATION

This Agreement and any amendments to it shall be registered by the Contracting Parties with the International Civil Aviation Organization (ICAO).

ARTICLE 20
ENTRY INTO FORCE

1. This Agreement shall be applied from the date of its signature and enter into force from the date of acceptance of the written notification through diplomatic channels about fulfillment by the Contracting Parties of intergovernmental procedures necessary for its entry into force.
2. The Agreement between the Government of the People's Republic of China and the Government of the Kingdom of Afghanistan Relating to Civil Air Transportation signed on 26 July 1972 in Kabul, shall cease to be in force as from the date that this Agreement enters into force.

ARTICLE 21
TERMINATION OF AGREEMENT

This agreement is concluded for an indefinite period.

Either Contracting Party may at any time give notice to the other Contracting Party through diplomatic channels about its intention to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization (ICAO). In such case this 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 mutual agreement of the parties 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 date on which the International Civil Aviation Organization will have received communication thereof.

IN WITNESS WHEREOF the undersigned being duly authorized thereto by their respective Governments, have signed this Agreement:

Done at *Beijing* on this *Nineteenth* day of *June, 2006* in the Chinese, Dari 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**

Handwritten signature in Chinese characters, likely representing the Chinese representative.

**For the Government of
the Islamic Republic of Afghanistan**

Handwritten signature in English, likely representing the Afghan representative.

ANNEX

1. The routes to be operated in both directions by the designated airline(s) of the People's Republic of China shall be as follows:

Points of Origin	Intermediate Points	Points of Destination	Beyond Points
Any point in China	----	Kabul	Two points to be selected at discretion

2. The routes to be operated in both directions by the designated airline(s) of the Islamic Republic of Afghanistan shall be as follows:

Points of Origin	Intermediate Points	Points of Destination	Beyond Points
Any point in Afghanistan	----	Urumqi, Beijing, Shanghai, Hangzhou	Tokyo, Seoul

3. The designated airline of either Contracting Party may omit, at its own discretion, any point on the specified routes on any or all flights, provided that the agreed services begin and terminate in the territory of the Contracting Party designating the airline.