

**AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA  
AND  
THE GOVERNMENT OF THE REPUBLIC OF ANGOLA  
RELATING TO CIVIL AIR TRANSPORT**

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**TABLE OF CONTENTS**

PREAMBLE

ARTICLE 1	DEFINITIONS
ARTICLE 2	GRANT OF RIGHTS
ARTICLE 3	DESIGNATION AND AUTHORIZATION OF AIRLINES
ARTICLE 4	SUSPENSIONS AND REVOCATIONS
ARTICLE 5	APPLICATION OF LAWS AND REGULATIONS
ARTICLE 6	RECOGNITION OF CERTIFICATES AND LICENCES
ARTICLE 7	AIRPORT AND SIMILAR CHARGES
ARTICLE 8	CUSTOMS DUTIES AND TAXATION
ARTICLE 9	PRINCIPLES GOVERNING OPERATION OF THE AGREED SERVICES
ARTICLE 10	TARIFFS
ARTICLE 11	SUBMISSION OF TIMETABLES
ARTICLE 12	AVIATION SECURITY
ARTICLE 13	AVIATION SAFETY
ARTICLE 14	PROVISION OF STATISTICS
ARTICLE 15	EARNINGS
ARTICLE 16	AIRLINE REPRESENTATION
ARTICLE 17	SETTLEMENT OF DISPUTES
ARTICLE 18	CONSULTATION
ARTICLE 19	AMENDMENT
ARTICLE 20	ENTRY INTO FORCE
ARTICLE 21	REGISTRATION WITH ICAO
ARTICLE 22	TERMINATION

**AGREEMENT BETWEEN  
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA  
AND THE GOVERNMENT OF REPUBLIC OF ANGOLA  
RELATING TO CIVIL AIR TRANSPORT**

The Government of the People's Republic of China and the Government of the Republic of Angola hereinafter referred to as the Contracting Parties;

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

For the purpose of this agreement and its Annex unless the context otherwise requires-

- (a) "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 any amendment to the Convention or Annexes under Articles 90 and 94 thereof in so far as those Annexes and amendments have become effective for or have been ratified by both Contracting Parties;
- (b) "Aeronautical Authority" means, in the case of the People's Republic of China, the Civil Aviation Administration of China or any person or body authorised to perform any particular function to which this Agreement relates and, in the case of the Republic of Angola the Minister responsible for Civil Aviation or any person or body authorised to perform any particular function to which this agreement relates;
- (c) "Agreement" means this Agreement, the Annex attached thereto, and any amendment of the Agreement or the Annex adopted in accordance with Article 19 of this Agreement;
- (d) "Annex" means the Annex attached to this Agreement or as amended in accordance with the provisions of Article 19 thereof, and for the purposes of this Agreement, the Annex forms an integral part hereof and all references to the Agreement shall include reference to the Annex unless the context otherwise requires;

- (e) "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) "Designated Airline" means an airline which has been designated and authorised in accordance with Article 3 of this Agreement;
- (g) "Tariff" means the prices to be charged for 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 and conditions for the carriage of mail;
- (h) "Territory" means in relation to a State the land area and territorial sea, internal waters and air space above them under the sovereignty of a State;
- (i) "Capacity" in relation to an aircraft means the payload of that aircraft available on a route or section of a route; and in relation to an Agreed 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;

## ARTICLE 2

### GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the following rights in respect of its international air services:
  - (a) The right to fly across its territory without landing along the air routes prescribed by its aeronautical authorities;
  - (b) The right to make stops on the specified routes in its territory for non-traffic purposes, subject to the approval of its aeronautical authorities;
2. Each Contracting Party grants to the other Contracting Party the rights hereinafter specified in this Agreement for the purpose of operating international air services on the routes specified in appropriate section of the Annex to this Agreement. Such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively. While operating an agreed service on a specified route the airline(s) designated by each Contracting Party shall enjoy in addition to the rights specified in paragraph (1) of this Article and subject to the provisions of this Agreement, the right to make stops in the territory of the other Contracting Party at the points specified for that route in the Annex to this Agreement for the purpose of taking on board and discharging passengers, baggage and cargo including mail.
3. Nothing in paragraph 2 of this Article shall be deemed to confer to a designated airline of one Contracting Party the right of taking up, in the territory of the other Contracting Party, passengers, baggage, cargo or mail carried for

remuneration or hire and destined for another point in the territory of that other Contracting Party.

4. If because of armed conflict, serious political disturbance or other similar developments, or special and unusual circumstances, a designated airline of one Contracting Party is unable to operate a service on its normal routes, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of any such routes, including the temporary granting of alternative rights for such time as may be necessary to facilitate, subject to national requirements, continued operations.
5. For the purpose of the application of paragraphs 1, 2 and 4 of this Article, each Contracting Party may specify the routes to be followed above its territory by any designated airline of the other Contracting Party and the airport(s) which may be used. When applying paragraph 2 and 4 of this Article, the provisions of this paragraph shall be applied without discrimination between the designated airlines of both Contracting Parties. However, nothing in this paragraph shall supersede the provisions contained in Article 5 of this Agreement or any agreed limitation on the operation of air services under this Agreement.

### **ARTICLE 3**

#### **DESIGNATION AND AUTHORIZATION OF AIRLINES**

- 1 Each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the agreed services on the specified routes. Such designation shall be effected by written notification through diplomatic channels.
2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraph 3 and 4 of this Article, without unreasonable delay grant to the airline so designated the appropriate operating authorizations.
3. The Aeronautical Authority of one Contracting Party may require an airline designated by the other Contracting Party to satisfy 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 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 so designated it may begin at any time to operate the agreed services, provided that-

- a. A tariff established in accordance with the provisions of Article 10 of this Agreement is in force, and
- b. A timetable has been filed in accordance with the provisions of 11 of this Agreement and has not been disapproved.
6. Each Contracting Party shall have the right by written notification through diplomatic channels to replace an airline it has designated by another designated airline. The substitute airline shall have the same rights and be subject to the same obligations as the airline which it replaces.

#### **ARTICLE 4 SUSPENSIONS AND REVOCATIONS**

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 a designated airline of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of these rights-
  - (a) In any case where it is not satisfied that a substantial part of the ownership and effective control of that airline are vested in that other Contracting Party or in nationals of such Contracting Party; or
  - (b) In the case of failure by that airline to comply with the laws or regulations in force in the territory of the Contracting Party granting these rights; or
  - (c) In any case where that airline fails to comply with a decision given under Article 17 of this Agreement; or
  - (d) In any case where that airline otherwise fails to operate the agreed services 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 APPLICATION OF LAWS AND REGULATIONS**

1. The laws and regulations of one Contracting Party relating to the admission to 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 apply to the aircraft of the airline(s) designated by the other Contracting Party as they are applied to its own and shall be complied with by such aircraft upon entrance into or departure from and within the territory of the first Contracting Party.

2. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, baggage, crew, mail or cargo of aircraft, including laws and regulations relating to entry, clearance, immigration, passports, customs, quarantine and sanitary measures shall be complied with by or on behalf of such passengers, baggage, crew, mail or cargo of the airline(s) of the other Contracting Party upon entrance into or departure from and within the territory of the first Contracting Party.
3. Notwithstanding the provisions of paragraph 2 of this Article, each Contracting Party agrees to make provision by means of direct transit areas, direct transit arrangements, or otherwise, whereby crew, passengers, baggage, cargo, stores and mail continuing their journey on the same through-flight of a designated airline of the other Contracting Party may remain temporarily within their territory without undergoing any examination except for reasons of aviation security, narcotics control or in special circumstances.

#### **ARTICLE 6**

#### **RECOGNITION OF CERTIFICATES AND LICENCES**

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party, and still in force, shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services, provided that requirements under which such certificates or licences were issued or rendered valid were equal to or above the minimum standards established pursuant to the Convention. Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

#### **ARTICLE 7**

#### **AIRPORT AND SIMILAR CHARGES**

1. Each Contracting Party shall provide regular airport(s), alternate airport(s) and air navigation facilities in its territory and relevant services including communications, navigational, meteorological and other auxiliary facilities and services for the operation of the agreed services by the designated airline(s) of the other Contracting Party.
2. Each Contracting Party may impose or permit to be imposed just and reasonable charges for the use of public airports and other air navigation facilities under its control, provided that such charges shall not be higher than the charges imposed for the use of such airports and facilities by aircraft of any airline of other States engaged in similar international air transport services.

## ARTICLE 8

### CUSTOMS DUTIES AND TAXATION

1. When an aircraft operated on the agreed services by the designated airline(s) of one Contracting Party arrives in the territory of the other Contracting Party, the said aircraft and its regular equipment, spare parts (including engines), fuels, oil (including hydraulic fluids, lubricants) and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt on the basis of reciprocity from all customs duties, taxes, inspection fees and other similar fees and charges, provided such equipment and items remain on board the aircraft up to such time as they are re-exported.

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 the 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) carried into the territory of the other Contracting Party and intended for use on aircraft operated on the agreed services by the designated airline(s), 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 the other Contracting Party for the maintenance or repair of aircraft operated on the agreed services by the designated airline(s).

3. The equipment and items referred to in paragraphs (1) and (2) of this Article may be unloaded in the territory of the other Contracting Party with the approval of the Customs authorities of the other Contracting Party. Such equipment and items shall be kept under the supervision or control of the Customs authorities of the other Contracting Party up to such time as they are re-exported, or otherwise disposed of in accordance with the customs regulations of the other Contracting Party.

4. The exemption provided for in paragraphs (1) and (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 exemptions 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 paragraphs (1) and (2) of this Article.

5. Printed ticket stock, air waybills and publicity materials introduced by the designated airline(s) 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. 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 provided.

7. The revenues and profit realized by the designated airline(s) of each Contracting Party within the territory of the other Contracting Party in connection with operation of the agreed services shall be exempt from all taxes.

8. Wages, salaries and other similar remuneration received by the employees of the representation of the designated airline(s) 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.

9. In the event that an agreement or convention dedicated to the avoidance of double taxation with respect to taxes to income and capital becomes effective between China and Angola, those provisions of such agreement or convention which are binding on both Contracting Parties shall, mutatis mutandis, supersede the provisions in paragraph 7 and 8 of this Article.

## ARTICLE 9

### PRINCIPLES GOVERNING THE OPERATION OF THE AGREED SERVICES

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.
2. In operating the agreed services, the designated airline(s) of each Contracting Party shall take into account the interest 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. The agreed services provided by the designated airlines of the 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, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements, including seasonal variations, for the carriage of passengers, baggage, cargo and mail both taken up and down at point on the specified routes in the territories of the Contracting Parties which have designated the airlines.
4. Any provision for the carriage of passengers, baggage, cargo and mail both taken up and discharged at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles 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 transport services established by airlines of the States Comprising the area; and

c. the requirements of through airline operation.

5. Capacity and frequency shall be agreed upon between the aeronautical authorities of the Contracting Parties.

6. The designated airline(s) of either Contracting Party may, according to traffic requirements, apply for operation of extra section on the specified route. The application for such flight shall be submitted to the aeronautical authorities of the other Contracting Party, at least three (3) working days before its proposed operation, and the flight can be operated only after approval has been obtained.

## ARTICLE 10

### TARIFFS

1. The tariffs to be charged by a designated airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit and the tariffs of other airlines.

2. The tariffs to be applied shall be submitted for the approval to the aeronautical authorities of both Contracting Parties at least forty-five (45) days before the proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the said authorities.

3. If the aeronautical authority of one Contracting Party gives to the aeronautical authority of the other Contracting Party a notice of its disapproval of any tariff to be applied by the designated airlines of the other Contracting Party, the aeronautical authorities of the Contracting Parties shall endeavor to determine the tariff by mutual agreement.

4. If the aeronautical authorities of the Contracting Parties cannot agree on any tariff submitted to them under paragraph (2) of this Article, or on the determination of any tariff under paragraph (3) of this Article, the dispute shall be settled in accordance with the provisions of Article 17 (Settlement of Disputes) of this Agreement.

5. A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff has been established.

## ARTICLE 11

### SUBMISSION OF TIMETABLES

1. The timetables of the designated airline(s) of each Contracting Party shall be filed with the Aeronautical Authority of the other Contracting Party for approval.

2. The timetables shall be filed at least forty-five (45) days before they are due to become effective and shall include information pertaining to schedules, frequency of service and types and configuration of aircraft to be operated.

3. Any modification to a timetable already submitted other than an ad hoc modification, shall be filed with the aeronautical authorities at least twenty (20) days before such modification is to become effective. An ad hoc modification shall be filed with the aeronautical authorities at least five (5) working days before such modification is to become effective. Nevertheless the aeronautical authorities shall endeavour to expedite the decision relating to any ad hoc modification.

4. If no notice of disapproval is received before the effective date of a timetable or a timetable modification, it shall be regarded as approved, always provided that such tacit approval shall become void automatically if applicable limitations as to the capacity and frequency which may be offered will be exceeded.

5. In exceptional cases the periods specified in paragraphs 2 and 3 of this Article may be reduced if agreed to by both aeronautical authorities.

## ARTICLE 12

### 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 civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of internationally accepted agreements related to Aviation Security.

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

3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention to the extent that such security provisions are applicable to both 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 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 measures are effectively applied within its territory to protect the aircraft and to security

screen their passengers, crew and carry-on items and to carry out appropriate security checks on baggage, cargo and aircraft stores prior to boarding or loading. Each Contracting Party also agrees to 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 an incident of unlawful seizure of civil aircraft or other acts of unlawful interference against the safety of such aircraft, their passengers and crew, airports or other air navigation facilities occurs, the Contracting Parties shall in mutual consultation, assist each other by facilitating communications and other appropriate measure intended to terminate, as rapidly as commensurate with minimum risk to life, such incident or threat thereof.

6. Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party subjected to an act of unlawful seizure or other act(s) of unlawful interference which is on the ground in its territory is detained thereon unless its departure is necessitated by the overriding duty to protect the lives of its crew and passengers. Wherever practicable, such measures shall be taken on the basis of consultations with the other Contracting Party.

7. Notwithstanding the provisions of paragraph 2 of Article 18 of this Agreement, should one Contracting Party have reasonable grounds to believe that the other Contracting Party has deviated significantly from any of the provisions of this Article, it may request immediate consultations with that other Contracting Party.

## ARTICLE 13

### 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 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) 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 ICAO Standards. The other Contracting Party shall then take appropriate corrective action 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 an inspection by the authorized representatives of the other Contracting Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the

Convention, the purpose of this inspection is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the 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 paragraph (4) above shall be discontinued once the basis for the taking of that action ceases to exist.

## **ARTICLE 14**

### **PROVISION OF STATISTICS**

The aeronautical authorities of one 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. Such statements shall include all information required to determine the capacity provided and the amount of traffic carried by the designated airline(s) of that other Contracting Party on any or all of the agreed services, and the point of embarkation and disembarkation of such traffic.

## **ARTICLE 15**

### **EARNINGS**

1. Each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer in accordance with its foreign exchange regulations and requirements at the official rate of exchange prevailing on the date of remittance of the excess of receipts over expenditure earned by that airline in its territory in connection with the carriage of passengers, baggage, mail and cargo. Such transfers shall not be subject to any charges other than charges normally collected by banks for such operations.

2. The transfer of earnings by the designated airlines shall be effected in such hard convertible currency as may be agreed to between them for this purpose from time to time.

## **ARTICLE 16**

### **AIRLINE REPRESENTATION**

1. The designated airlines of each Contracting Party shall be entitled to establish airline offices in the territory of the other Contracting Party, and in accordance with the laws

and regulations relating to entry, residence and employment of the other Contracting Party, to introduce into and maintain in the territory such specialists in the technical, managerial and operational fields as well as such other specialists as may reasonably be required for provision of the agreed air services.

2. In order to carry out the operation of the agreed services each Contracting Party shall take all necessary measures to expedite the processing of permissions necessary for the entry, departure and residence, as the case may be, of the representatives referred to in paragraph 1 of this Article, members of their families, crew members of the designated airlines, and officials of the designated airlines and of the aeronautical authorities of the other Contracting Party.

3. Each Contracting Party grants to the 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. The designated airlines of each Contracting Party shall also have the right to sell such transportation, and any person shall be free to purchase such transportation, in the currencies of the other Contracting Party, or in freely convertible currencies in accordance with the provisions of the foreign exchange control regulations of that other Contracting Party.

4. The staff members of the representation of the designated airline(s) of each Contracting Party in the territory of the other Contracting Party shall be subject to the laws and regulations of the other Contracting Party.

## **ARTICLE 17**

### **SETTLEMENT OF DISPUTES**

If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall, in a spirit of friendly cooperation and mutual understanding, settle it by negotiation or, if the Contracting Parties so agree, by mediation, conciliation, or arbitration.

## **ARTICLE 18**

### **CONSULTATION**

1. In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties may consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the Annex thereto.

2. Either Contracting Party may request consultation, which may be through discussion or by correspondence, and such consultation 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 19**

### **AMENDMENT**

1. If either of the Contracting Parties considers it desirable to amend this Agreement, or any provision thereof, such amendment, if agreed between the Contracting Parties, shall enter into force when confirmed by an exchange of diplomatic notes.
2. Notwithstanding the provisions of paragraph 1 of this Article, amendments to the Annex of this Agreement may be agreed to directly between the aeronautical authorities of the Contracting Parties. Such amendments shall apply administratively from the date they have been agreed upon and enter into force when confirmed by an exchange of diplomatic notes.
3. This Agreement shall not affect the rights and obligations provided for in the international conventions and multilateral Agreement which become binding on both Contracting Parties.

## **ARTICLE 20**

### **ENTRY INTO FORCE**

This Agreement shall enter into force on the date of the last notification through diplomatic notes by either Contracting Party to the other Contracting Party that it has fulfilled its internal legal procedures for the entry into force of this Agreement.

## **ARTICLE 21**

### **REGISTRATION WITH THE INTERNATIONAL CIVIL AVIATION ORGANIZATION**

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

**ARTICLE 22**

**TERMINATION**

Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its intention to terminate this Agreement; such notice shall simultaneously be communicated to the International Civil Aviation Organization. In such case the 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 before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party notice shall be deemed to have been received by that other Contracting Party fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

**SIGNATURE OF AGREEMENT**

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

Done at Beijing on this 17<sup>th</sup> day  
Of December Two Thousand and Eight, in duplicate in the  
Chinese, Portuguese and English languages, all texts being equally authentic. In case of  
divergence of interpretation, the English text shall prevail.

.....  
.....  
**FOR THE GOVERNMENT OF  
THE PEOPLE'S REPUBLIC OF CHINA**

  
**FOR THE GOVERNMENT OF  
THE REPUBLIC OF ANGOLA**

  
**Li Jiaxiang  
Administrator of Civil Aviation**

**Augusto da Silva Tomás  
Minister of Transport**

**Annex**  
**Route Schedule**

1. The route of the agreed services operated by the airlines designated by the Government of the People's Republic of China shall be as follows in both directions:

Points of origin: Any points  
Intermediate points: any points  
Points of destination: any points  
Points beyond: any points

2. The route of the agreed services operated by the airlines designated by the Government of the Republic of Angola shall be as follows in both directions:

Points of origin: any points  
Intermediate points: any points  
Points of destination: any points  
Points beyond: any points

Notes:

1. The designated airline(s) of either Party may omit on any or all flights, any point on the specified routes and may serve them in any order, provided the agreed service begin and terminate in the territory of the Party designating the airline.
2. The exercise of fifth freedom traffic rights by the designated airline(s) of both Contracting Parties on the above routes shall be agreed upon between the aeronautical authorities of the two Parties.