

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

The Government of the People's Republic of China and the Government of Georgia (hereinafter referred to as "the Contracting Parties");

Desiring to facilitate contacts between their two peoples and develop mutual relations between the two countries in the field of civil aviation;

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

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

**Article 1
Definitions**

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

1. the term "**aeronautical authority**" means, in the case of the People's Republic of China, the Civil Aviation Administration of China, or any person or agency authorized to perform any function presently exercised by the said Administration; and in the case of Georgia, the Ministry of Economy and Sustainable Development of Georgia and/or the Civil Aviation Agency, or any person or body authorized to perform any function presently exercised by the said Ministry and/or Agency.
2. the term "**Agreement**" means this Agreement and its Annex as well as any amendment to this Agreement and/or its Annex made in accordance with Article 19 (Amendments and Modifications) of this Agreement.
3. the term "**airline**" means any air transport enterprise offering or operating international air services.

4. the term "**designated airline**" means an airline which has been designated and authorized in accordance with Article 3 (Airline Designation and Authorization) of this Agreement.

5. the term "**aircraft**" means civil aircraft.

6. the term "**air service**" means any scheduled air service performed by aircraft for the transport of passengers, baggage, cargo or mail.

7. the term "**international air service**" means an air service which passes through the air space over the territory of more than one state.

8. the term "**stop for non-traffic purposes**" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo or mail.

9. the term "**capacity**" means:

a. in relation to an aircraft, the payload of that aircraft available on a route or section of a route;

b. in relation to an air service, 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.

10. the term "**tariff**" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary service, but excluding prices and conditions for the carriage of mail.

11. the term "**specified route**" means the route specified in the Route Schedule.

12. the term "**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 of the Annexes or Convention under Article 90 and 94, insofar as such Annexes and amendments have become effective for both Contracting Parties;

13. the term "**territory**" in relation to a State, for China, means the land areas and territorial waters adjacent thereto and the airspace above them under the sovereignty of China; for Georgia, has the meaning assigned to it in Article 2 of the Chicago Convention.

14. the term "**Route Schedule**" means the Route Schedule annexed to this Agreement or as amended in accordance with the provisions of Article 19 (Amendment and Modification) of this Agreement. The Route Schedule forms an integral part of this Agreement.

Article 2

Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable the designated airlines of the other Contracting Party to establish and operate international air services on the route specified in the Annex (hereinafter called "the agreed services").

2. Subject to the provisions of this Agreement, the designated airlines of each Contracting Party shall enjoy, while operating an agreed service route, the following rights:

a. to fly without landing across the territory of the other Contracting Party along the air route(s) prescribed by the aeronautical authorities of the other Contracting Party;

b. to make stops for non-traffic purposes at point(s) on the specified route in the territory of the other Contracting Party, subject to the clearance of the aeronautical authorities of the other Contracting Party; and

c. to make stops at the point(s) on the specified route in the territory of the other Contracting Party for the purpose of taking on board and/or discharging international traffic in passengers, baggage, cargo and mail, originating in or destined for the first Contracting Party.

3. The right of designated airlines of one Contracting Party to take on board and discharge at point(s) in the territory of the other Contracting Party international traffic to or from a third country shall be agreed upon between the aeronautical authorities of the two Contracting Parties.

Article 3

Airline Designation and Authorization

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines to operate the agreed services on the specified route, and to withdraw or alter such designations.

2. The substantial ownership and effective control of the airlines designated by each Contracting Party shall remain vested in such Contracting Party or its nationals.

3. The aeronautical authorities of the other Contracting Party may require the airlines designated by the first Contracting Party to satisfy them that it is qualified to meet the conditions and the obligations prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities.

4. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs 2 and 3 of this Article, grant to the airline(s) so designated the appropriate operating authorization without unreasonable delay.

5. The designated airline(s) of one Contracting Party may commence, when it has acquired operating authorization, operation of the agreed services in accordance with the relevant provisions of this Agreement from the date prescribed in such authorization.

Article 4

Revocation, Suspension of Authorization or Imposition of Condition

1. Each Contracting Party shall have the right to revoke or suspend the operating authorization granted to the designated airline(s) of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise by the said designated airline of the rights specified in Article 2 (Grant of rights) of this Agreement, in any of the following cases:

a. where it is not satisfied that the substantial ownership and effective control of the said designated airline are vested in the other Contracting Party designating that airline or its nationals; or

b. where the said designated airline fails to comply with the laws and regulations of the first Contracting Party referred to in Article 5 of this Agreement; or

c. where the said designated airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate revocation, suspension of rights or imposition of conditions prescribed in paragraph 1 of this Article is essential to prevent further infringement of laws and regulations by the said designated airline, such rights 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, departure from or operation and navigation in its territory of aircraft engaged in the international operation shall be applicable to the aircraft of the designated airline(s) of 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 one Contracting Party relating to admission to, stay in or departure from its territory of passengers, crew, baggage, cargo or mail, such as laws and regulations relating to entry, clearance, immigration, passports, customs and quarantine, shall be applicable to the passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airline(s) of the other Contracting Party while entering, staying in and departing 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(s) 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 6 Capacity Provisions

1. There shall be a fair and equal opportunity for the designated airlines of the Contracting Parties to operate the agreed services on the specified route.

2. The agreed services supplied by the designated airlines of the Contracting Parties shall provide at a reasonable load factor capacity adequate to meet the traffic requirements for the carriage of passengers, baggage, cargo and mail between the territories of the Contracting Parties.

3. The designated airlines of both Contracting Parties shall determine independently the capacity, frequency and type of aircraft of the international air services. The aeronautical authorities of neither Contracting Party shall unilaterally limit the capacity, frequency and type of aircraft operated by the designated airline of the other Contracting Party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Chicago Convention.

4. The airlines designated by one Contracting Party, shall submit to the aeronautical authorities of the other Contracting Party the flight schedules for approval sixty (60) days prior to their inauguration. In special case, the mentioned period may be reduced on the basis of the agreement between the aeronautical authorities of both Contracting Parties.

Article 7

Code Sharing

1. In operating or offering the agreed services on the specified routes, any designated airline of one Contracting Party may enter into code-share arrangements with:

- a. an airline or airlines of one Contracting Party;
- b. an airline or airlines of the other Contracting Party;
- c. an airline or airlines of a third country, provided that such third country authorizes or allows comparable arrangements between the airlines of the other Contracting Party and other airlines on services to, from and via such third country;

Provided that all airlines in such arrangements

- a. hold the appropriate authority and traffic rights to operate on the routes and segments concerned, and
- b. in respect of any tickets sold by it or them, make it clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

2. It is the common understanding of both Contracting Parties that code-share services are not counted against the capacity entitlement of the marketing carrier.

3. The code-share arrangement should be filed for approval by aeronautical authorities of the Contracting Parties.

Article 8

Tariffs

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

2. The Contracting Parties agree to give particular attention to tariffs which may be objectionable because they appear unreasonably discriminatory, unduly high or restrictive because of the abuse of a dominant position, artificially low because of direct or indirect subsidy or support, or "predatory".

3. Each Contracting Party may require notifications or filing of tariffs proposed by the designated airline(s) of both Contracting Parties for carriage to or from its territory. Such notification or filing may be required not more than thirty (30) days before the proposed date of introduction. In special cases, this period may be reduced.

4. Each Contracting Party shall have the right to approve or disapprove tariffs for one-way or round-trip carriage between the territories of the two Contracting Parties which commences in its own territory. The tariffs to be charged by the designated airline of one Contracting Party for carriage between the territory of the other Contracting Party and that of a third State on services covered by this Agreement shall be subject to the approval requirements of the other Contracting Party. Neither Contracting Party shall take unilateral action to prevent the inauguration of proposed tariffs or the continuation of effective tariffs for one-way or round-trip carriage between the territories of the two Contracting Parties commencing in the territory of the other Contracting Party.

5. Approval of tariffs consequent upon the provisions of paragraph 4 above may be given expressly by either Contracting Party to the airline(s) filing the tariffs. However, if the Contracting Party concerned has not given in writing to the other Contracting Party notice of disapproval of such tariffs of the airline(s) of the other Contracting Party within thirty (30) days from the date of submission, the tariffs concerned shall be considered approved. In the event of the period of submission being reduced in accordance with paragraph 3, the Contracting Parties may agree that the period within which any disapproval shall be given be reduced accordingly.

6. Where either Contracting Party believes that a tariff for carriage to its territory falls within the category described in paragraph 2 above, such Contracting Party shall give notice of dissatisfaction to the other Contracting Party, as soon as possible, and at least within thirty (30) days of the date of notification or filing of the tariff, and may avail itself of the consultation procedures set out in paragraph 7 below.

7. Each Contracting Party may request consultation regarding any tariff of an airline of either Contracting Party for services covered by the agreement, including where the tariff concerned has been subject to a notice of disapproval or dissatisfaction. Such consultation shall be held not later than sixty (60) days after receipt of the request. The Contracting Party shall cooperate in securing information necessary for reasoned resolution of the issues. If the Contracting Parties reach agreement, each Contracting Party shall use its best efforts to put that agreement into effect. If no agreement is reached, the decision of the Contracting Party in whose territory the carriage originates shall prevail.

8. A tariff established in accordance with the provisions of this clause shall remain in force, unless withdrawn by the airline(s) concerned or until a new tariff has been approved. However a tariff shall not be prolonged for more than six (6) months after the date on which

it otherwise would have expired unless approved by the Contracting Parties. Where a tariff has been approved without an expiry date and where no new tariff has been filed and approved, that tariff shall remain in force until either of the Contracting Parties gives notice terminating its approval on its own initiative or at the request of the airline(s) concerned. Such termination shall not take place with less than thirty (30) days notice.

Article 9

Technical Services and Rate of Charge

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. The designated airline(s) of each Contracting Party shall be charged for the use of airports and air navigation facilities of the other Contracting Party at fair and reasonable rates prescribed by the appropriate authorities of the other Contracting Party. Such rate shall not be higher than those applicable to any airline of other States for the services and the use of similar airports and air navigational facilities in the territory of the other Contracting Party.

Article 10

Provision of Statistical Data

The aeronautical authorities of either Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party, at their request, statistical data as may be reasonably required for the purpose of reviewing the capacity provided by the agreed services operated by the designated airline(s) of the first Contracting Party on the specified route. Such data shall include all information required to determine the amount of traffic carried by the said designated airline on the agreed services.

Article 11

Representation and Personnel

1. For the operation of the agreed services on the specified route, the designated airline(s) of each Contracting Party shall have the right, on the reciprocal basis, to set up representation at the point(s) on the specified route within the territory of the other Contracting Party.

2. 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.

3. Each Contracting Party shall extend assistance and facilities to the representation and its staff members of the designated airline(s) of the other Contracting Party necessary for the efficient operation of agreed services.

Article 12

Customs Duties and Taxation

1. When an aircraft operated on the agreed services by the designated airline 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. 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 of the representation of the designated airline(s) 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 these supplies are intended for the airline's own use and do not exceed 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 provided.

8. 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.

9. The property of the designated airline(s) of each Contracting Party within the territory of the other Contracting Party shall 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(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.

Article 13

Conversion and Remittance of Revenue

1. The designated airline(s) of such Contracting Party shall have, on the reciprocal basis, the right to remit its revenue received in the territory of the other Contracting Party to the territory of the first Contracting Party.

2. The conversion and remittance of such revenue shall be effected in convertible currencies at the effective rate of exchange prevailing on the date of remittance.

3. Each Contracting Party shall facilitate the conversion and remittances of the revenue received in its territory by the designated airline(s) of the other Contracting Party, and assist promptly the said airline(s) in attending to the relevant formalities.

Article 14 **Aviation Security**

1. The Contracting Party 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. The Contracting Party 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 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 and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988 and all other international instruments in the same field which the Contracting Party may become Parties to.

2. The Contracting Party shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of aircraft and 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 Party shall, in their mutual relations, act in conformity with the Standards and Recommended Practices relating to aviation security established by the International Civil Aviation Organization and designed as Annexes to the Convention on International Civil Aviation to the extent that such Standards and Recommended Practices are applicable to the Contracting Party. They shall require that operators of aircraft of their registry and operators of aircraft who have their principal place of business or permanent residence in their territory and operators of airport in their territory act in conformity with such aviation security provisions.

4. Both Contracting Party agree that such operators of aircraft may be required to observe the aviation security provisions established by the other Contracting Party as referred to in paragraph 3 of this Article for entry into, departure from, or while within the territory of that other Contracting Party. Both Contracting Parties shall ensure that adequate measures are effectively applied within its territory to protect the safety of the aircraft prior to and during boarding or loading, and to inspect passengers, crew, baggage, cargo and aircraft stores prior to boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

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

Article 15 **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 the 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 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. The Other Contracting Party shall then take appropriate corrective action within an agreed time period. Failure by the other Contracting Party to take an appropriate action within fifteen (15) days or such longer period as may be agreed shall be cause for the application of Article 4 (Revocation, Suspension of Authorization or Imposition of Condition) of this Agreement.

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

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

- a. serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, or
- b. serious concerns that there is a lack of effective maintenance and administration of safety standards at that time pursuant to the Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses

in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

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

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

7. Any action by one Contracting Party in accordance with paragraphs 2 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist.

Article 16 **Recognition of Certificates and Licenses**

1. Each Contracting Party shall recognize the valid certificate of air worthiness, certificate of competency and licenses issued or validated by the other Contracting Party for the operation of the agreed services on the specified route, provided that the standards of such certificates and licenses comply with or above the minimum standards established from time to time in accordance with the Convention on International Civil Aviation.

2. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights over its own territory, certificates of admission and licenses granted to its own nationals by the other Contracting Party.

Article 17 **Consultation**

1. The Contracting Parties shall, in the spirit of close cooperation and mutual support, ensure the correct implementation of and satisfactory compliance with the provisions of this Agreement. To this end, the aeronautical authorities of the Contracting Parties shall consult each other from time to time.

2. Either Contracting Party may at any time request consultation with the other Contracting Party concerning this Agreement. Such consultation shall begin as soon as possible and at

least within sixty (60) days from the date of receipt of the request by the other Contracting Party unless otherwise agreed to.

Article 18 Settlement of Disputes

1. If any dispute arises between the Contracting Parties relating to the interpretation or implementation of this Agreement, the aeronautical authorities of the two Contracting Parties shall in the first place settle the dispute by negotiation.
2. If the aeronautical authorities of the Contracting Parties fail to reach a settlement of the said dispute, the Contracting Parties shall settle such dispute through diplomatic channels.

Article 19 Amendment and Modification

1. If either of the Contracting Parties considers it desirable to amend any provision of this Agreement or its Annex, it may at any time request consultation with the other Contracting Party, and such consultation, which may be through discussion or by correspondence, shall begin within a period of ninety (90) days from the date of receipt of the request by the other Contracting Party, unless both Contracting Parties agree to an extension of this period.
2. The consultation referred to in paragraph 1 of this Article may also be held between the aeronautical authorities of the Contracting Parties.
3. Any amendment to this Agreement shall come into force when it has been confirmed by an exchange of notes through diplomatic channels.
4. If the Amendment relates only to the provisions of the annexed Schedules, it may be agreed upon between the aeronautical authorities of both Contracting Parties and shall become effective from the date of agreement between both aeronautical authorities.

Article 20 Termination

Either Contracting Party may at any time give notice to the other Contracting Party through diplomatic channels of its decision to terminate this Agreement. This Agreement shall then terminate twelve (12) months after the date of receipt of the notice by the other Contracting

Party unless such notice is withdrawn by agreement between the Contracting Parties before the expiry of this period.

Article 21
Registry

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

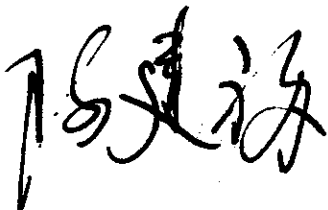
Article 22
Entry Into force

This Agreement shall enter into force on the date of receipt of the last written notification through diplomatic channels in which the Contracting Parties inform each other that internal legal requirements necessary for its entry into force have been fulfilled.

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

Done in duplicate at *Tbilisi* this *10th* day of *June* 2011 in the Chinese, Georgian and English languages, all text 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
Georgia**



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:

Original Points:	any points in China
Intermediate Points:	any points
Destination Points:	any points in Georgia
Beyond Points :	any points

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

Original Points:	any points in Georgia
Intermediate Points:	any points
Destination Points:	any points in China
Beyond Points:	any points

Notes:

1. The designated airline(s) of either Contracting 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 Contracting Party designating the airline.

2. The designated airline(s) of both Contracting Parties shall be entitled to exercise unlimited third and forth freedom traffic rights on the specified routes, and may define independently the capacity and frequency of the agreed services on the specified routes.

3. The exercise of fifth freedom traffic 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.

4. The designated airline(s) of either Contracting Party may operate the agreed services by using their own aircraft, by using leased aircraft, or by using aircraft and crew from other companies, provided that:

a. The operating aircraft and crew comply with the requirements concerned of both Contracting Parties;

b. Where aircraft is leased from airlines of third countries, only the lessee airlines will be entitled to exercise traffic on the services performed; and

c. The leased aircraft from third countries should only be allowed on a temporary basis with duration no more than two years, and the designated airlines concerned shall submit liability, insurance and other relevant documents to relevant authorities of both Contracting Parties as required while filing the applications.