

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

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

Desiring to foster the development of air services between the People's Republic of China and the State of Kuwait and to promote in the greatest possible measure international co-operation in this field,

Desiring to apply to these services the principles and provisions of the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944,

Have agreed as follows:

Article 1 DEFINITIONS

For the purpose of this Agreement, unless the text 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 of the Annexes or Convention under Articles 90 and 94 thereof so far as these Annexes and amendments have been adopted by both Contracting Parties;
- b) **"Agreement"** means this Agreement, the Annex attached thereto, and any modifications to the Agreement or to the Annex;
- c) **"Aeronautical Authorities"** means in the case of the People's Republic of China, the Civil Aviation Administration of China, in the case of the State of Kuwait, the Directorate General of Civil Aviation, or in both cases any other person or agency authorised to perform the functions exercised at present by the said authorities;
- d) **"Designated Airline"** means any airline that one Contracting Party has designated in writing to the other Contracting Party in accordance with Article 3 of this Agreement as being an airline which is to operate the agreed air services on the routes specified in accordance with Article 2 of this Agreement;
- e) **"Air Service"**, **"International Air Service"**, **"Stop For Non Traffic Purposes"** and **"Airline"** shall for the purpose of this Agreement, have the meaning laid down in Articles 2 and 96 of the Convention;
- f) **"Capacity"** means:
 - I) in relation to an aircraft, the payload of that aircraft available on a route or a section of a route.
 - II) in relation to a specified 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 a section of a route;
- g) **"Tariff"** means the prices to be paid for the carriage of passengers, baggage and freight 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) **"Schedule"** means the route schedule annexed to this Agreement or as amended in accordance with the provisions of paragraph (3) of Article 16 of this Agreement. The Schedule forms an integral part of this Agreement and all references to the Agreement shall include reference to the Schedule except where provided in this Agreement;
- i) **"User Charge"** means a charge made to airlines for the provision of airport, air navigation or aviation security property, or facilities and services;
- j) **"Territory"** in relation to a State means the land areas and territorial waters adjacent thereto and the airspace above them under the sovereignty of that State.

Article 2
GRANTING OF RIGHTS AND PRIVILEGES

- 1) Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its designated airline(s) to establish and operate international air services on the routes specified in the appropriate section of the Schedule thereto (hereinafter called "**AGREED SERVICES**" and "**SPECIFIED ROUTES**" respectively).
- 2) Subject to the provisions of this Agreement, the designated airline(s) of each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following privileges:
 - 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 in the said territory for non-traffic purposes subject to the approval of the Aeronautical Authorities of the other Contracting Party, and
 - c) to make stops in the said territory at the point or points specified for that route in the Schedule for the purpose of discharging and of taking on international traffic in passengers, mail and cargo.
- 3) Nothing in paragraph 1 of this Article shall be deemed to confer on a designated airline(s) of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 3
DESIGNATION AND AUTHORISATION

- 1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on specified routes, and to withdraw or alter such designations.
- 2) The agreed services on the specified routes may be started at any time, provided:
 - a) the Contracting Party to whom the rights specified in Article 2 of this Agreement have been granted, has designated an airline or airlines in writing, and
 - b) the Contracting Party granting these rights has authorized the designated airline(s) to initiate the air services.
- 3) The Contracting Party granting these rights shall, subject to the provisions of paragraphs 3 and 4 of this Article, give without undue delay the said authorization to operate the agreed services, provided that a tariff in respect of the agreed services shall have been established in accordance with the provisions of Article 13 of this Agreement.
- 4) The airline(s) designated by either Contracting Party may be required to satisfy the other Contracting Party that it is qualified to fulfil the conditions prescribed by the laws and regulations normally and reasonably applied by this Contracting Party to the operation of international air services in conformity with the provisions of the Convention.
- 5) Each Contracting Party may withhold the exercise of the privileges provided for in Article 2 of this Agreement from an airline designated by the other Contracting Party if such airline is not able to prove upon request that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in its nationals.

Article 4
REVOCATION, LIMITATION AND IMPOSITION OF CONDITIONS

- 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 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(s) are vested in the other Contracting Party designating that airline or its nationals; or
 - b) where the said designated airline(s) fails to comply with the laws and regulations of the first Contracting Party referred to in Article 9 of this Agreement; or
 - c) where the said designated airline(s) 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 according to Article 16 of this Agreement.

Article 5
AIRPORTS AND FACILITY USER CHARGES

- 1) Each of the Contracting Parties may impose and/or permit to be imposed just and reasonable charges for the use of airports and other facilities under its control.
- 2) The Charges imposed in the territory of either Contracting Party for the use of airports and other aviation facilities on the aircraft of the designated airline(s) of the other Contracting Party shall not be higher than those imposed on aircraft of any airline of other States engaged in similar international air services.

Article 6

EXEMPTIONS FROM CUSTOM DUTIES AND OTHER CHARGES

- 1) Aircraft operated on international air services by the designated airline(s) of one Contracting Party, as well as their 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 on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.
- 2) Regular equipment, spare parts (including engines), fuels, oil (including hydraulic fluids, lubricants) and aircraft stores (including food, beverages and tobacco) introduced in the territory of each Contracting Party or on behalf of the designated airline(s) of the other Contracting Party or taken on board the aircraft operated by such designated airline(s) and intended solely for use in the operation of international air services shall 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, even when those supplies are to be used on the parts of the journey performed over the territory of the Contracting Party in which they are taken on board. The materials referred to above may be required to be kept under customs supervision or control.
- 3) The regular airborne equipment, spare parts, aircraft stores and supplies of fuels and lubricants retained on board the aircraft operated by the designated airline(s) of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that Contracting Party, who may require that those materials be placed under their supervision up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.
- 4) 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.
- 5) 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.

Article 7
Conversion and Remittance of Revenue

Either Contracting Party undertakes to grant the designated airline(s) of the other Contracting Party the right of free transfer, at the official rate of exchange, prevailing at the date of remittance of the excess of receipts over expenditure achieved in its territory in connection with the carriage of passengers, baggage, mail shipments and freight by the designated airline(s) of the other Contracting Party. Whenever the payments system between the Contracting Parties is governed by a special agreement, that agreement shall apply.

Article 8
TECHNICAL AND COMMERCIAL REPRESENTATION

- 1) The designated airline(s) of one Contracting Party shall have the right to maintain its own representation at the point(s) on the specified route in the territory of the other Contracting Party.
- 2) The designated airline(s) of one Contracting Party may, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, bring in and maintain in the territory of the other Contracting Party managerial sales, technical, operational and other specialist staff required for the provision of air services.
- 3) In case of nomination of a general agent or general sales agent, this agent shall be appointed in accordance with the relevant applicable laws and regulations of each Contracting Party.
- 4) In accordance with the national laws and regulations applicable at each Contracting Party, each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly or through its agents and any person shall be able to purchase such transportation.

Article 9
APPLICATION OF LAWS AND REGULATIONS

- 1) The laws, rules and regulations in force at one Contracting Party relating to entry into or departure from its territory of passengers, crew, cargo and mail of aircraft (such as regulation relating to entry, clearance, immigration, passports, customs and quarantine) shall be applicable to the passengers, crew, cargo and mail of the aircraft of an airline designated by the other Contracting Party while in the territory of the first Contracting Party.
- 2) The laws and regulations of a Contracting Party relating to the admission to, stay in, or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of both Contracting Parties without distinction as to nationality, and shall be complied with by such aircraft upon entering or departing from or while within the territory of that 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 transit across the territory of a Contracting Party and not leaving the area of the airport reserved for such purpose shall be subject to a simplified form of customs and/or immigration control. Baggage, cargo and mail shall be exempt from customs duties, inspection fees and other national duties and charges if in direct transit, with the exception of the charges corresponding to the services provided.

Article 10
CAPACITY PROVISIONS

- 1) There shall be fair and equal opportunity for the designated airline(s) of each Contracting Party to operate the agreed services on any specified route in accordance with Article 2 of this Agreement between their respective territories.
- 2) In the operation of the agreed services on the specified routes in accordance with Article 2 of this Agreement, the designated airline(s) of either Contracting Party shall take into account the interests of the designated airline(s) of the other Contracting Party so as not to affect unduly the air services which the latter airline operates over the whole routes or parts thereof.
- 3) The agreed services provided by a designated airline shall retain, as their primary objective, the provision, at a reasonable load factor, of capacity adequate to meet the current and reasonably anticipated requirements for the carriage of passengers, mail and cargo, originating from or destined for the territory of the Contracting Party designating the airline. The right of the designated airline(s) of either Contracting Party to embark or to disembark at the point in the territory of the other Contracting Party international traffic destined for or coming from third countries shall be in accordance with the principles that such traffic will be of a supplementary character and capacity shall be related to:
 - a) traffic demands between the territory of the Contracting Party designating the airline(s) and the points on the specified routes;
 - b) traffic requirements of the areas through which the airline passes, after taking account of other air services operated by the airlines of the states comprising the area, and
 - c) the requirements of through airline operation.
- 4) The capacity to be provided including the frequency of services and the type of aircraft to be used by the designated airline(s) of the Contracting Parties on the agreed services shall be agreed upon by the Aeronautical Authorities of the Contracting Parties.

Article 11
APPROVAL OF FLIGHT SCHEDULES

- 1) The designated airlines shall communicate to the Aeronautical Authorities of the Contracting Parties not later than sixty (60) days prior to the initiation of the agreed services on the specified routes in accordance with Article 2 of this Agreement, the type of service, the types of aircraft to be used and the flight schedules. This shall likewise apply to later changes as well as before each summer and winter schedule.
- 2) The Aeronautical Authorities receiving such flight schedules shall normally approve the schedules or suggest modifications thereto. In any case the designated airlines shall not commence their services before the schedules are approved by the Aeronautical Authorities concerned. This provision shall likewise apply to later changes.

Article 12
INFORMATION AND STATISTICS

The Aeronautical Authorities of either Contracting Party shall furnish to the Aeronautical Authorities of the other Contracting Party at their request such periodic or other statistical data as may be reasonably required for the purpose of reviewing the capacity provided by the designated airline(s) of the first Contracting Party on the specified routes in accordance with Article 2 of this Agreement. Such data shall include all information required to determine the amount of traffic carried.

Article 13
ESTABLISHMENT OF TARIFFS

- 1) Each Contracting Party shall allow tariffs for scheduled air services to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Contracting Parties shall be limited to:
 - a) Prevention of unreasonable discriminatory tariffs or practices;
 - b) Protection of consumers from tariffs that are unreasonably high or restrictive due to the abuse of a dominant position or to concerted practices among air carriers; and
 - c) Protection of airlines from tariffs that are artificially low due to direct or indirect governmental subsidy or support.

- 2) Tariffs for scheduled international air services between the territories of the Contracting Parties shall be required to be filed.

Article 14
AVIATION SAFETY

- 1) Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aeronautical facilities, aircrew, aircraft or their operation adopted by the other Contracting Party. 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 any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed shall be grounds for the application of Article 4 of this Agreement.
- 3) Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any aircraft operated by the airline or airlines 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 authorised 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 this does not lead to unreasonable delay in the operation of the aircraft.
- 4) If any 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 established at that time pursuant to the Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which 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 the airline(s) of one Contracting Party in accordance with paragraph 3 of this Article above is denied by the representative of that airline, the other Contracting

Party shall be free to infer that serious concerns of the type referred to in paragraph 4 of this Article 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 a 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 an airline operation.
- 7) Any action by one Contracting Party in accordance with paragraphs 2 or 6 of this Article above shall be discontinued once the basis for the taking of that action ceases to exist.
- 8) Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating agreed services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention. Each Contracting Party reserves the right, however to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licenses granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.
- 9) If the privileges or condition of the licenses or certificates referred to in paragraph 8 of this Article above, issued by the Aeronautical Authorities of one Contracting Party to any person or designated airline(s) or in respect of an aircraft operating the agreed services on the specified routes would permit a difference from the standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the Aeronautical Authorities of the other Contracting Party may request consultations in accordance with Article 16 of this Agreement with the Aeronautical Authorities of that Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement will constitute grounds for the application of Article 4 of this Agreement.

Article 15
AVIATION SECURITY

- 1) The Contracting Parties reaffirm, consistent with their rights and obligations under international law, that their obligations 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 the Convention on Offences 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, 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, and any other convention on aviation security to which the Contracting Parties shall become parties.
- 2) The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
- 3) The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security standards and, so far as they are applied by them, the Recommended Practices established by the International Civil Aviation Organization and designated as Annexes to the Convention; and shall require that operators of aircraft of their registry, 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. In this paragraph the reference to aviation security Standards includes any difference notified by the Contracting Party concerned.
- 4) Each Contracting Party shall ensure that effective measures are taken within its territory to protect aircraft, to screen passengers and their carry-on items, and to carry out appropriate checks on crew, cargo (including hold baggage) and aircraft stores prior to and during boarding or loading and that those measures are adjusted to meet the increase in the threat. Each Contracting Party agrees that its designated airline(s) may be required to observe the aviation security provisions referred to in paragraph (3) required by the other Contracting Party for entrance into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall also act favorably upon 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 as rapidly as possible commensurate with minimum risk to life in such incident or threat.

- 6) When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the first Contracting Party may request immediate consultations with the other Contracting Party. These consultations will be aimed to reach an agreement upon the measures suitable to eliminate the more immediate reasons of worry and to adopt in the framework of the ICAO security standards, the actions necessary to establish the appropriate conditions of security.
- 7) Each Contracting Party shall take such measures, as it may find practicable, to ensure that an aircraft subject to an act of unlawful seizure or other acts of unlawful interference which has landed in its territory is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.

Article 16
CONSULTATIONS AND MODIFICATIONS

- 1) Exchange of views shall take place as needed between the Aeronautical Authorities of the Contracting Parties in order to achieve closer cooperation and agreement in all matters pertaining to the application of this Agreement.
- 2) Each Contracting Party may at any time request consultations with the other Contracting Party for the purpose of amending this Agreement or the Schedule. Such consultations shall begin within a period of sixty (60) days from the date of receipt of such request. Any amendment to this Agreement shall come into force when it has been confirmed by an exchange of notes through diplomatic channels.
- 3) If the amendment relates only to the Schedule, it may be agreed upon between the Aeronautical Authorities of both Contracting Parties and shall become effective from the date of the approval by both Aeronautical Authorities.

Article 17
SETTLEMENT OF DISPUTES

Both Contracting Parties shall ensure correct implementation of the present Agreement in a spirit of close cooperation and mutual support. If any difference of opinion arises in respect of the interpretation or implementation of this Agreement, the competent authorities of both Contracting Parties shall endeavour to settle it directly through consultations in a spirit of friendly cooperation and mutual understanding. On request, consultations shall begin within a period of sixty (60) days from the date of receipt of such request. If agreement cannot be reached within sixty (60) days, the Contracting Parties shall settle it through diplomatic channels.

Article 18
TERMINATION

Either Contracting Party may at any time notify the other Contracting Party in writing through diplomatic channels of his decision to terminate this Agreement. A copy of the notice shall be sent simultaneously to the Secretary General of the International Civil Aviation Organization. If such notice is given, this Agreement shall terminate twelve months after the date of receipt by the other Contracting Party of the notice to terminate, unless by agreement between the Contracting Parties the notice under reference is withdrawn before the expiry of that period. If the other Contracting Party fails to acknowledge receipt, notice shall be deemed to have been received fourteen (14) days after the date of the receipt by the Secretary General of the International Civil Aviation Organization of his copy.

Article 19
CONFORMITY WITH MULTILATERAL CONVENTIONS

In the event of a general multilateral air transport convention accepted by the Contracting Parties entering into force, the provisions of such convention shall prevail. Any discussions with a view to determining the extent to which this Agreement is terminated, superseded, amended or supplemented by the provisions of the multilateral convention, shall take place in accordance with paragraph 2 of Article 16 of this Agreement.

Article 20
REGISTRATION

This Agreement shall be registered with the International Civil Aviation Organization.

Article 21
TITLES

Titles are inserted in this Agreement at the head of each Article for the purpose of reference and convenience and in no way to define, limit or describe the scope or intent of this Agreement.

Article 22
ENTRY INTO FORCE

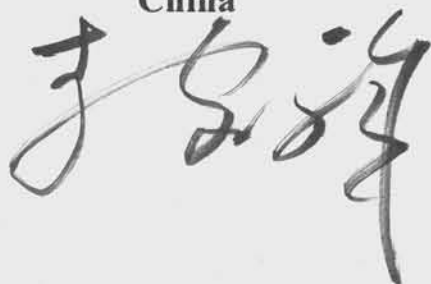
- 1) This Agreement shall enter into force after fulfilment of the internal legal requirements by each Contracting Party, which shall notify each other of the fulfilment of such requirements through exchange of the diplomatic notes.
- 2) The Agreement shall come into force on the first day of the next month from the date of the receipt of the last notification.
- 3) On the date of entry into force of this Agreement, the Civil Air Transport Agreement between the Government of the People's Republic of China and the Government of the State of Kuwait signed on the 20th of January 1980 shall be terminated.

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

Done at Beijing this 3rd day of June, 2014, in two originals, in the Chinese, Arabic and English languages, all texts being equally authentic. However, in case of divergence of interpretation of this Agreement or its Annex, the English text shall prevail.

For The Government

**of The People's Republic of
China**



For The Government

of The State of Kuwait



Annex
Route Schedule

Section 1: For passenger/combination services

- a. The route(s) to be operated by the designated airline(s) of the Government of the People's Republic of China for passenger/combination services in both directions shall be as follows:

Points in China—three intermediate points to be specified at the discretion of the Chinese side—Kuwait—three points beyond to be specified at the discretion of the Chinese side

- b. The route(s) to be operated by the designated airline(s) of the Government of the State of Kuwait for passenger/combination services in both directions shall be as follows:

Points in Kuwait—three intermediate points to be specified at the discretion of the Kuwait side—Beijing or Shanghai or Guangzhou, and two other points to be specified at the discretion of the Kuwait side—three points beyond to be specified at the discretion of the Kuwaiti side.

Section 2: For all cargo services

- a. The route(s) to be operated by the designated airline(s) of the Government of the People's Republic of China for all cargo services in both directions shall be as follows:

Point(s) in China—intermediate point(s)—point(s) in Kuwait—beyond point(s).

- b. The route(s) to be operated by the designated airline(s) of the Government of the State of Kuwait for all cargo services in both directions shall be as follows:

Point(s) in Kuwait—intermediate point(s)—point(s) in China—beyond point(s).

Section 3:

- a. 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 services begin and terminate in the territory of the Contracting Party designating the airline(s).
- b. 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.

Except agreed otherwise, all points in Section 1 and 2 shall not include Hong Kong Special Administrative Region, Macau Special Administrative Region, and points in Taiwan province of China.