

中华人民共和国政府和澳大利亚政府 航空运输协定

中华人民共和国政府和澳大利亚政府(以下简称缔约双方),
作为一九四四年十二月七日在芝加哥开放签字的《国际民用
航空公约》的参加国,
为缔结一项航空运输协定,达成协议如下:

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航线附件

第一条 定义

除非另有规定,本协定中:

一、“航空当局”,对缔约双方而言,指缔约一方随时以书面形式通知缔约另一方的当局。

二、“协议航班”指在本协定附件规定的航线上分别或混合运输旅客、行李、货物和邮件的航班。

三、“协定”指本协定及其附件。

四、“货物”包括邮件。

五、“公约”指一九四四年十二月七日在芝加哥开放签字的《国际民用航空公约》,包括:

(一)根据公约第九十条通过的、并且在任何特定时间内对缔约双方均有效的任何附件或修改;和

(二)根据公约第九十四条第一款生效、并经缔约双方批准的任何修改。

六、“指定空运企业”指根据本协定第二条(指定)和第四条(许可)指定和许可的一家或多家空运企业。

七、“地面服务”包括但不限于对旅客、货物和行李的服务,以及配餐设施的提供。

八、“规定航线”指本协定附件规定的航线。

九、“运价”指空运企业包括它们的代理人在航空运输中为载运旅客(及其行李)和/或货物(不包括邮件)所采用的任何客运运价、货运运价或费用以及决定此种客运运价、货运运价或费用效力的条件。

十、“航班”、“国际航班”、“空运企业”及“非运输业务性经停”具有公约第九十六条分别规定的含义。

十一、“领土”指一国主权管辖下的陆地、与之毗连的领水及其以上空域。

第二条 指 定

缔约一方有权向缔约另一方指定任意数量的多家空运企业经营本协定规定的协议航班,并且有权撤销或者变更此种指定。此种指定应以书面形式通过外交途径送达缔约另一方,并应确认该空运企业已被批准从事国际航空运输。指定空运企业可以是运营空运企业,或者是营销(非运营)空运企业,或者两者皆是。

第三条 授 权

一、缔约一方给予缔约另一方以本协定规定的权利,以使缔约另一方指定空运企业在附件规定的航线上建立和经营国际航班。

二、按照本协定的规定,缔约各方指定空运企业应享有以下权利:

(一)不经停飞越缔约另一方领土的权利。

(二)在缔约另一方领土内作非运输业务性经停的权利。

(三)经营协议航班时在缔约另一方领土内经停以便装载和卸载国际旅客和货物的权利。

三、根据本协定第二条(指定)指定的空运企业以外的缔约各方空运企业,也应享有本条第(一)款和第(二)款规定的权利。

四、本条第二款不应被认为给予缔约一方指定空运企业为了取酬或者出租而在缔约另一方领土内载运旅客和货物至该缔约另一方领土内另一地点的权利。

五、每一指定空运企业有权无歧视地在规定航线的地点使用缔约双方提供的一切航路、机场和其他设施。

六、如因武装冲突、政治动乱或其发展,或因特别和异常情况,缔约一方指定空运企业不能在其正常航线上经营航班,缔约另一方应竭尽全力,通过缔约双方共同决定,对此种航线做出适当的临时重新安排,以便利此种航班的继续运行。

第四条 许 可

一、在收到第二条(指定)规定的指定和指定空运企业的申

请,且该申请符合有关航空器运营和航行经营许可和技术许可的格式和方式后,缔约另一方应毫不延迟地颁发适当的许可,但须符合下列条件:

(一)缔约一方指定空运企业的主要所有权和有效管理权应属于该缔约一方或者其国民。

(二)该空运企业满足缔约一方根据公约通常合理适用于国际航空运输经营的法律、规章和规则所规定的条件。

(三)营运空运企业和营销空运企业具有必要的经营许可,无论它们是否为经营航空运输的空运企业。

(四)指定该空运企业的缔约一方保持并实施本协定第八条(安全)和第九条(航空保安)规定的标准。

二、在符合本协定规定的情况下,该空运企业被指定和许可后,即可开始经营国际航空运输。

第五条 许可的撤销和限制

一、如果第四条(许可)规定的条件未得到满足,或缔约另一方空运企业未按本协定规定的条件经营,缔约一方可随时拒发、撤销、暂停或限制该空运企业的经营许可或技术许可。

二、除非本条所述的权利必须立即执行,以防止进一步违反第四条(授权)第四款第(二)、(三)、(四)项的规定,上述权利只能

与缔约另一方磋商后方可行使。

三、本条不限制缔约任一方按照本协定第八条(安全)或第九条(航空保安)规定对缔约另一方指定空运企业的经营许可或技术许可拒发、撤销、限制或附加条件。

第六条 法律的适用

一、缔约一方关于从事国际航班的航空器进出其领土或者在其领土内经营或航行的法律和规章,应适用缔约另一方指定空运企业的航空器。

二、缔约一方关于旅客、机组、货物和航空器进出其领土或者在其领土内停留的法律和规章(包括关于进入、放行、航空保安、移民、护照、海关和检疫的法律和规章,如为邮件,则包括邮政法律和规章),应适用于缔约另一方指定空运企业在该缔约一方领土内的旅客、机组、货物和航空器。缔约任一方应将上述法律和规章同等运用于所有国家的旅客、机组、货物和航空器,不得因空运企业的国籍而有所区别。

第七条 证件和执照的承认

一、为经营协议航班,缔约一方根据公约规定的标准颁发或者

核准并有效的适航证、合格证和执照，缔约另一方应承认有效。但对于按照第三条(授权)第二款授予的权利所从事的航班，缔约一方保留拒绝承认缔约另一方颁发给该缔约一方国民的合格证和执照的权利。

二、如果缔约一方颁发或核准有效的执照或证件的权利或条件与根据公约规定的标准有差异，并且该差异已向国际民航组织备案，缔约另一方航空当局在不妨碍缔约一方行使第八条(安全)第二款规定的权利的情况下，可根据本协定第十七条(磋商)的规定，要求与缔约一方航空当局进行磋商，以便使其确信，上述做法可以接受。未能达成一个满意的协议应构成适用本协定第五条(许可的撤销和限制)的理由。

第八条 安 全

一、缔约一方可随时要求就缔约另一方在机组、航空器或者其运行的任何方面所采取的有关安全标准进行磋商。此种磋商应在收到要求后的30天内进行。

二、如果通过此种磋商，缔约一方发现缔约另一方在安全方面未能有效保持和实施公约规定的最低标准的要求，缔约一方应将调查结果以及为符合最低标准应采取的改进措施通知缔约另一方，并要求缔约另一方采取行动。如果缔约另一方在15天内或在

双方同意的更长的期限内未能采取适当行动,则构成适用本协定第五条(许可的撤销和限制)第一款的理由。

三、尽管公约第三十三条规定的义务,缔约双方同意,缔约一方空运企业经营往返缔约另一方领土航班的任何航空器,在缔约另一方领土内停留时,在不造成不合理延误的情况下,缔约另一方经授权的代表有权登上该航空器或在该航空器周围检查有关航空器的文件、其机组证件的有效性、外部条件及其设备(在本条中称为“机坪检查”)。

四、如果此项机坪检查或一系列机坪检查引起:

(一)对航空器或其运行不能符合当时根据公约制定的最低标准的严重关切,或者

(二)对当时根据公约制定的安全标准缺乏有效的保持和监督的严重关切。

执行检查的缔约一方根据公约第三十三条的规定有权断定,有关颁发或核准有效的航空器或者其机组的证件或者执照的要求,或者有关该航空器运行的要求,未能等同或者高于公约规定的最低标准。

五、如果缔约一方空运企业的代表拒绝缔约另一方根据本条第三款对其航空器进行机坪检查,缔约另一方有权推论本条第四款所述的情况成立,并做出该款的结论。

六、一旦缔约一方根据机坪检查、一系列机坪检查、机坪检查

遭拒绝、磋商或者其它方式的结果认为必须立即采取行动以保证空运企业运营安全,缔约一方保留立即暂停或更改缔约另一方空运企业经营许可的权利。

七、一旦缔约一方根据上述第二款或者第六款采取行动的理由消失,缔约一方应立即终止此项行动。

第九条 航空保安

一、根据国际法赋予各自的权利和义务,缔约双方重申,为保护民用航空安全免遭非法干扰而相互承担的义务,构成本协定不可分割的组成部分。在不限制国际法赋予的权利和义务的普遍性的情况下,缔约双方应特别遵守一九六三年九月十四日在东京签订的《关于在航空器内的犯罪和其它行为的公约》、一九七〇年十二月十六日在海牙签订的《关于制止非法劫持航空器的公约》、一九七一年九月二十三日在蒙特利尔签订的《关于制止危害民用航空安全的非法行为的公约》和一九八八年二月二十四日在蒙特利尔签订的《关于制止在用于国际民用航空的机场发生的非法暴力行为的补充议定书》。

二、缔约双方应根据请求相互提供一切必要的协助,防止非法劫持民用航空器和其它危及民用航空器及其旅客与机组、机场和航行设施安全的非法行为,以及危及民用航空安全的任何其它威

胁。

三、缔约双方应遵守国际民用航空组织制定的并在《国际民用航空公约》附件中载明的航空保安规定,只要此类航空保安规定和要求对缔约双方均适用。

四、缔约各方应要求在其领土内注册的航空器的经营人或主要营业地或永久居住地在其领土内的航空器经营人以及在其领土内的机场的经营人遵守此类航空保安规定。

五、缔约各方同意,可要求此类航空器经营人遵守缔约另一方对进出其领土或在其领土内停留所要求的上述第三款和第四款所述的航空保安规定。缔约各方应保证在其领土内采取足够措施并有效执行,在登机或下机前和登机或下机过程中保护航空器并对旅客、机组、手提物品、行李、货物和机上供应品进行检查。缔约一方对缔约另一方提出的为对付危及民用航空的特定威胁而采取合理的特殊保安措施的要求,应给予积极的考虑。

六、当发生非法劫持民用航空器或危及此种航空器、其旅客和机组、机场或航行设施的其它非法行为的事件或威胁时,缔约双方应通过便利通信及其它适当措施相互协助,以便在对生命的威胁控制在最低程度的前提下尽可能迅速地解决此种事件或威胁。

七、缔约一方航空当局可要求与缔约另一方航空当局就航空保安的问题立即进行磋商。

八、当缔约一方有合理的理由认为缔约另一方已背离本条规

定时,缔约一方航空当局可要求与缔约另一方航空当局立即举行磋商。在提出此项要求之日起十五(15)天内未能达成令人满意的协议,应构成适用本协定第五条(许可的撤销和限制)第一款的理由。如遇紧急情况,缔约一方可在十五(15)天期限到期前根据第五条(许可的撤销和限制)第一款采取行动。缔约一方根据本款采取的任何行动应在缔约另一方遵守本条保安规定之后停止。

第十条 机场、服务和设施费用

一、缔约一方收费机构就缔约另一方指定空运企业使用其机场、航路和其它民航设施和服务的费用,不应高于对从事类似国际运营其它国家的任何空运企业使用类似航空器、相关设施和服务的费用。

二、缔约各方应鼓励其主管收费机构与使用设施和服务的指定空运企业进行磋商。一般情况下,此种磋商应该通过适当的空运企业代表机构进行。在一切可能的情况下,应对本条所述收费的修改的任何建议,连同有关的说明性资料和数据合理提前告知指定空运企业,以使其能够在修改做出前发表意见并得到考虑。

三、缔约一方在缔约另一方指定空运企业从事类似国际运营时,不应在海关、移民、检疫及类似规章的适用或者在对由其控制的机场、航路、空中交通服务及其他相关设施的使用方面,给予或

者允许主管机构给予本国或其它任何空运企业优于缔约另一方指定空运企业的待遇。

第十一条 运力

一、指定空运企业应享有公平均等的机会经营本协定规定的协议航班。

二、缔约一方指定空运企业根据本协定第三条(授权)第二款第三项经营往返缔约另一方领土的国际业务的航班时所使用的运力,应由缔约双方航空当局商定。

第十二条 统计资料

一、缔约一方航空当局应根据要求,向缔约另一方航空当局提供或者要求其指定空运企业向缔约另一方航空当局提供为审查协议航班经营情况所合理需要的定期或者其它的统计资料,包括但不限于其指定空运企业在缔约另一方领土内的地点和规定航线上的其它地点之间所承运的业务量的统计资料,并标明这些业务的最初始发点和最终目的点。

第十三条 关税和其它费用

一、缔约一方指定空运企业经营协议航班的航空器抵达缔约另一方领土时,该航空器及该航空器上的正常设备、零备件(包括发动机)、燃料、油料(包括液压油、润滑油)、技术消耗品和机上供应品(包括食品、饮料和烟草以及在飞行过程中向旅客出售或者由旅客使用的有限数量的其它产品)以及仅用于航空运行或者航空器维护的其它物品,应免纳一切关税、税收、检验费和其它类似费用。但这些设备和物品应留置在该航空器上直至重新运出。

二、除了提供服务的费用外,下列设备和物品也应免纳一切关税、税收、检验费和其它类似费用:

(一)运入缔约另一方领土拟在指定空运企业经营协议航班的航空器上使用的正常设备、零备件(包括发动机)、燃料、油料(包括液压油、润滑油)、技术消耗品和机上供应品(包括食品、饮料和烟草以及在飞行过程中向旅客出售或者由旅客使用的有限数量的其它产品)以及仅用于航空运行或者航空器维护的其它物品,即使这些设备和物品在缔约另一方领土内的部分航段上使用。

(二)运入缔约另一方领土的为维护或者检修指定空运企业经营协议航班的航空器的零备件(包括发动机)。

三、本条第一、二款所述设备和物品,经缔约另一方海关当局同意后,可在缔约另一方领土内卸下。这些设备和物品应受缔约

另一方海关当局监管直至重新运出,或者根据该缔约另一方的海关法规另行处理。

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

五、缔约一方指定空运企业运入缔约另一方领土的宣传品,应免纳一切关税、税收、检验费和其它类似费用。

六、在前往另一国家目的点的途中直接过境的行李、货物和邮件,除提供服务的费用外,应在互惠的基础上免纳一切关税、税收、检验费和其它类似费用。

第十四条 运 价

一、运价可由缔约一方一家指定空运企业或者几家指定空运企业在合理的水平上单独制定,适当照顾到一切有关因素,包括客户利益、经营成本、航班性质、合理利润、其它空运企业的运价,以及在市场中的其它商业考虑。

二、缔约一方一家指定空运企业或者几家指定空运企业经营规定航线协议航班适用的运价,应遵从始发国运价批准原则。

三、缔约一方航空当局有权批准或不批准从其本国领土始发

的规定航线上的单程或往返程运输的运价。缔约一方不得采取单方行动,阻止实施在本国境外始发的规定航线上的单程或往返程运输的建议运价,或者阻止继续实施在本国境外始发的规定航线上的单程或往返程运输的有效运价。

第十五条 商业机会

一、缔约一方指定空运企业在行使本协定规定的权利时,缔约另一方应在其权限范围内采取一切适当行动,消除对缔约一方指定空运企业竞争地位产生不利影响的一切形式的歧视或不公平竞争做法,包括但不限于对航空运输销售、货物、服务或交易付款的限制,或者对空运企业汇回剩余货币、以及进口、安装和使用计算机设备等方面的限制。

二、如果缔约一方航空当局认为其指定空运企业正在受到歧视或者不公平做法的影响,它们应就此向缔约另一方航空当局发出通知。除非通知的缔约一方认为该问题已在发出通知的同时得到解决,否则,在发出通知后,双方应尽快通过外交途径进行磋商。

三、缔约一方指定空运企业有权在缔约另一方领土内设立办事处以提供或销售航空运输服务。任一指定空运企业有权在缔约另一方领土内直接或者自行选择通过代理人销售航空运输。任一指定空运企业有权为此目的使用自己的运输凭证。

四、缔约一方指定空运企业有权使用当地货币销售航空运输，并将其在缔约另一方领土内的收入汇回该缔约一方领土。上述收入的汇兑应用可兑换货币，并按当日适用的有效汇率进行结算。

五、在符合当地货币规章的情况下，缔约一方指定空运企业有权自行选择在缔约另一方领土内以当地货币支付当地开销，包括购买燃料，或者以可自由兑换货币支付当地开销。

六、任一指定空运企业有权在缔约另一方领土内自行选择一家代理，包括从事地面服务的其他任何空运企业，就全部或部分地向其提供地面服务订立合同。此种权利仅受机场安全考虑的限制。如因机场安全考虑的需要不允许指定空运企业与其自行选择的代理订立地面服务合同，则应在与所有其它空运企业同等待遇的基础上，向该指定空运企业提供此种服务。

第十六条 航空公司代表

一、缔约一方指定空运企业应在对等的基础上遵照缔约另一方的移民法律、规章和措施在其领土内保留其经营协议航班所需的代表和商务、运营及技术工作人员。

二、缔约一方指定空运企业可自行决定使用本公司人员，或者使用在缔约另一方领土内经营并获准提供这种服务的其它机构、公司或空运企业的服务，来满足其对代表和工作人员的需求。

三、代表和工作人员应遵守缔约另一方有效的法律和规章。缔约一方应根据这些法律、规章和措施,在对等的基础上,尽快向本条第一款所述的代表和工作人员颁发必要的工作许可、签证或者其它类似证件。

第十七条 磋商

一、缔约一方可随时要求就本协定的执行、解释、适用或修改进行磋商。

二、在不违反第五条(许可的撤销和限制)、第八条(安全)和第九条(航空保安)的情况下,此种磋商可通过会晤或信函进行。除非缔约双方另行商定,该磋商应在收到要求之日起六十(60)天内进行。

第十八条 协定的修改

一、缔约双方可通过书面形式达成协议对本协定进行修改或修订。

二、任何修改或修订应在缔约双方外交照会规定的生效之日起生效。

三、如果一项关于航空运输的多边公约对缔约双方生效,本协

定应视为须做必要修改以符合该公约的规定。

第十九条 争端的解决

一、如缔约双方对本协定的解释或适用产生争端，应首先由缔约双方航空当局通过谈判予以解决。

二、如缔约双方航空当局不能就上述争端达成协议，缔约双方应通过外交途径或通过仲裁予以解决。

三、缔约任一方在收到缔约另一方要求仲裁解决争端的外交照会之日起六十(60)天内，缔约各方应各提名一位仲裁员。在最后一位仲裁员被任命之日起六十(60)天内，这两位仲裁员应指定一位主席，该主席应为第三国的国民。如果在缔约一方提名其仲裁员后六十(60)天内，缔约另一方未提名其仲裁员，或者如果在提名第二位仲裁员后六十(60)天内，两位仲裁员未就主席的任命达成一致，缔约任一方可要求国际民用航空组织理事会主席酌情任命一位或多位仲裁员。

四、除非缔约双方另行商定或者法庭另有规定，缔约各方应在法庭完全组成后四十五(45)天内提交一份备忘录。答复应在此后六十(60)天内做出。法庭应在答复做出后三十(30)天内根据缔约任一方的要求或者自行决定举行听证会。

五、法庭应努力在听证会结束后三十(30)天内，或如果没有

举行听证会则应在双方答复提交之日起三十(30)天内,做出书面裁决。该裁决应按多数票做出。

六、缔约双方可在收到裁决后十五(15)天内要求对裁决做出说明,这种说明应在这种要求提出后十五(15)天内发出。

七、缔约双方保证遵守根据本条做出的任何仲裁裁决。

八、根据本条进行仲裁的费用应由缔约双方平等分担。

九、如果缔约一方未能遵守根据本条第五款做出的裁决,缔约另一方可限制、暂停或者撤销其根据本协定业已授予违约缔约一方的任何权利或特权。

第二十条 终止

一、缔约一方可随时向缔约另一方书面通知其终止本协定的决定。该通知应同时送至国际民用航空组织(国际民航组织)。本协定应在缔约另一方收到通知之日起一周年最后一日的零时(接收通知缔约方所在地的时间)终止,除非在此期限前缔约双方同意撤销此项通知。

二、如缔约另一方未确认收到终止通知,则应视为该缔约方已在国际民航组织确认收到该通知之日起十四(14)天后收到该通知。

第二十一条 向国际民航组织登记

本协定及其任何修改应向国际民用航空组织登记。

第二十二条 生效

一、本协定应在缔约双方以书面形式相互通知业已完成关于本协定生效的各自要求之时起生效。

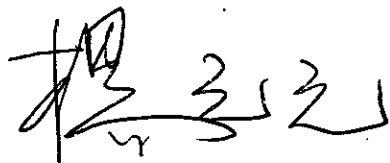
二、本协定一旦生效，应取代中华人民共和国政府和澳大利亚政府于一九八四年九月七日在北京签订的民用航空运输协定。

下列代表，经其各自政府正式授权，在本协定上签字，以昭信守。

本协定于二〇〇四年三月二十三日在堪培拉签订，共两份，每份都用中文和英文写成，两种文本同等作准。

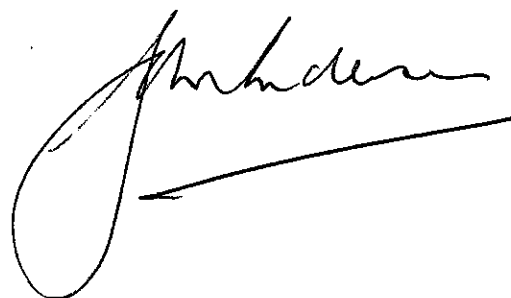
中华人民共和国政府

代 表



澳大利亚政府

代 表



附 件

航 线 表

第一部分

澳大利亚政府指定空运企业经营协议航班的往返航线：

澳大利亚境内地点：任意点

中间地点：任意点

中国境内地点：任意点

以远地点：任意点

第二部分

中华人民共和国政府指定空运企业经营协议航班的往返航线：

中国境内地点：任意点

中间地点：任意点

澳大利亚境内地点：任意点

以远地点：任意点

第一、二部分的注释

一、缔约各方指定空运企业在任何或所有任一方向或双向飞行中：

(一)可自行决定省略上述航线上的地点,但协议航班应在指定该空运企业的缔约方领土内始发或终止;

(二)可在一架航空器的运营中组合不同航班代号

(三)可按任何顺序飞行中间地点、以远地点和缔约各方领土内地点。

二、除非缔约双方另有协议,各方在中华人民共和国选择的地点不得包括香港特别行政区和澳门特别行政区。

三、在上述航线上选择的所有地点应通知缔约另一方航空当局并可随时更改。

四、目的地点和拟行使的业务权应由缔约双方航空当局随时商定。

**AGREEMENT BETWEEN
THE GOVERNMENT OF THE PEOPLES REPUBLIC OF CHINA
AND
THE GOVERNMENT OF AUSTRALIA
RELATING TO AIR SERVICES**

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

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

Desiring to conclude an agreement on air services,

Have agreed as follows:

Index to Agreement

1. Definitions
2. Designation
3. Grant of Rights
4. Authorization
5. Revocation and Limitation of Authorization
6. Application of Laws
7. Recognition of Certificates and Licenses
8. Safety
9. Aviation Security
10. Airport, Services and Facility Charges
11. Capacity
12. Statistics
13. Customs Duties and Other Charges
14. Tariffs
15. Commercial Opportunities
16. Airline Representatives
17. Consultations
18. Amendment of Agreement
19. Settlement of Disputes
20. Termination
21. Registration with ICAO
22. Entry into Force

Route Annex

ARTICLE 1

Definitions

For the purpose of this Agreement, unless otherwise stated:

(a) "Aeronautical authorities" means, for each Contracting Party the authority or authorities as notified in writing from time to time by one Contracting Party to the other Contracting Party;

(b) "Agreed services" means air services on the specified routes in the Annex to this Agreement for the carriage of passengers, baggage, cargo and mail separately or in combination;

(c) "Agreement" means this Agreement and the Annex attached thereto;

(d) "Cargo" includes mail;

(e) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes:

(i) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time in force for both Contracting Parties; and

(ii) any amendment which has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties;

(f) "Designated airlines" means an airline or airlines designated and authorized in accordance with Article 2 (Designation) and 4 (Authorization) of this Agreement;

(g) "Ground handling" includes but is not limited to passenger, cargo and baggage handling, and the provision of catering facilities;

(h) "Specified route" means a route specified in the Annex to this Agreement;

(i) "Tariffs" means any fare, rate or charge for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air transportation, including transportation on an intra - or interline basis, charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;

(j) "Air service", "International air service", "Airline" and "Stop for non - traffic purposes" have the meaning respectively assigned to them in Article 96 of the Convention.

(k) "Territory" in regard of a State means the land areas and territorial waters adjacent and airspace thereabove under the sovereignty of that state.

ARTICLE 2

Designation

Each Contracting Party shall have the right to designate as many airlines as it wishes to operate the agreed services in accordance with this Agreement, and to withdraw or alter such designations. Such designations shall be transmitted to the other Contracting Party in writing through diplomatic channels, and shall identify whether the airline is authorized to conduct international air transportation. A designated airline may be either an operating airline or a marketing (non - operating) airline, or both.

ARTICLE 3
Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its designated airlines to establish and operate international air service on the routes specified in the Annex.

2. Subject to the provisions of this Agreement, the designated airlines of each Contracting Party shall enjoy the following rights:

(a) the right to fly without landing across the territory of the other Contracting Party;

(b) the right to make stops in the territory of the other Contracting Party for non - traffic purposes; and

(c) the right to land in the territory of the other Contracting Party for the purposes of taking on board and discharging international traffic in passengers and cargo while operating an agreed service.

3. The airlines of each Contracting Party, other than those designated under Article 2 (Designation) of this Agreement, shall also enjoy the rights specified in Paragraphs 2(a) and (b) of this Article.

4. Nothing in paragraph 2 of this Article shall be deemed to confer on the designated airline of one Contracting Party the privilege of uplifting in the territory of the other Contracting Party, passengers and cargo, carried for remuneration or hire and for discharge at another point in the territory of that other Contracting Party.

5. At points in the specified routes, each of the designated airlines shall

have the right to use all airways, airports and other facilities provided by the Contracting Parties on a non - discriminatory basis.

6. If because of armed conflict, political disturbances or developments, or special and unusual circumstances, the designated airlines of one Contracting Party are unable to operate a service on their normal routes, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of such routes as is mutually decided by the Contracting Parties.

ARTICLE 4

Authorization

1. On receipt of a designation pursuant to Article 2 (Designation), and of applications from a designated airline, in the form and manner prescribed for operating authorizations and technical permissions relating to the operation and navigation of the aircraft, the other Contracting Party shall grant appropriate authorizations without delay, provided that:

(a) the substantial ownership and effective control of the airline designated by each Contracting Party shall remain vested in such Contracting Party or its nationals;

(b) the airline is qualified to meet the conditions prescribed under the laws, regulations and rules normally and reasonably applied to the operation of international air transportation by the Contracting Party considering the application or applications, in conformity with the provisions of the Convention;

(c) operating and marketing airlines hold the necessary operating per-

mits, whether or not they are the operator of the airline offering air transportation;

(d) the Contracting Party designating the airline is maintaining and administering the standards set forth in Article 8 (Safety) and Article 9 (Aviation Security) of this Agreement.

2. When an airline has been so designated and authorized it may commence international air transportation, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 5

Revocation and Limitation of Authorization

1. Either Contracting Party may withhold, revoke, suspend or limit the operating authorizations or technical permissions of an airline designated by the other Contracting Party, at any time, if the conditions specified in Article 4 (Authorization) are not met, or if the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate action is essential to prevent further non-compliance with sub paragraph 4(b), 4(c) or 4(d) of Article 4 (Authorization), the rights established by this Article shall be exercised only after consultation with the other Contracting Party.

3. This Article does not limit the rights of either Contracting Party to withhold, revoke, limit or impose conditions on the operating authorization or technical permission of an airline or airlines of the other Contracting Party in accordance with the provisions of Article 8 (Safety) or Article 9 (Aviation Secur-

ity) of this Agreement.

ARTICLE 6

Application of Laws

1. The laws and regulations of one Contracting Party relating to entry into or departure from its territory of aircraft engaged in international services or to the operation and navigation of such aircraft while within its territory shall apply to aircraft of designated airlines of the other Contracting Party.

2. The laws and regulations of one Contracting Party relating to the entry into, sojourn in and departure from its territory of passengers, crew, cargo and aircraft (including laws and regulations relating to entry, clearance, aviation security, immigration, passports, customs, quarantine, or in the case of mail, postal laws and regulations) shall be applicable to the passengers, crew, cargo and aircraft of designated airlines of the other Contracting Party while they are in the territory of the first Contracting Party. Such laws and regulations shall be applied equally by each Contracting Party to the passengers, crew, cargo and aircraft of all countries without distinction as to nationality of airline.

ARTICLE 7

Recognition of Certificate and Licenses

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party and still in force, shall be rec-

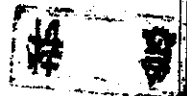
ognized as valid by the other Contracting Party for the purpose of operating the agreed services provided that such certificates or licenses were issued or rendered valid pursuant to, and in conformity with, the standards established under the Convention. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights undertaken pursuant to rights granted under Article 3 (Grant of Rights) paragraph 2, certificates of competency and licenses granted to its own nationals by the other Contracting Party.

2. If the privileges or conditions of the licenses or certificates issued or rendered valid by one Contracting Party permit a difference from the standards established under the Convention, and that difference has been filed with the International Civil Aviation Organization, the aeronautical authorities of the other Contracting Party may, without prejudice to the rights of the first Contracting Party under Article 8 (Safety), paragraph 2, request consultations in accordance with Article 17 (Consultations) of this Agreement with the aeronautical authorities of the first Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement shall constitute grounds for the application of Article 5 (Revocation and Limitation of Authorization) of this Agreement.

ARTICLE 8

Safety

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place with-



in 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 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 15 days or such longer period as may be agreed, shall be grounds for the application of paragraph 1 of Article 5 (Revocation and Limitation of Authorization) 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 another Contracting Party may, while within the territory of the other Contracting Party, be made the subject of any 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 this does not lead to unreasonable delay.

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 established at that time pursuant to the Conven-

tion,

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 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 an 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 9

Aviation Security

1. Consistent with their rights and obligations under international law, the

Contracting Parties reaffirm that their obligation 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, opened for signature at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, opened for signature at The Hague on 16 December 1970 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, opened for signature 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.

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 security of civil aviation.

3. The Contracting Parties shall act in conformity with the aviation security provisions established by the International Civil Aviation Organization and set out in Annexes to the Convention on International Civil Aviation to the extent that such security provisions and requirements are applicable to the Contracting Parties.

4. The Contracting Parties 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.

5. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 and 4 above required by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry - on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

6. 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 such incident or threat thereof as rapidly as possible commensurate with minimum risk to life.

7. With regard to aviation security, the aeronautical authorities of either Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party.

8. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the aeronautical authorities of the first Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph 1 of Article 5 (Revocation and Limitation of Authorization) of this Agreement. When

required by an emergency, a Contracting Party may take action under paragraph 1 of Article 5 (Revocation and Limitation of Authorization) prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

ARTICLE 10

Airport, Services and Facility Charges

1. The charges imposed on a designated airline of one Contracting Party by the responsible charging bodies of the other Contracting Party for the use by that designated airline of airport, airways and other civil aviation facilities and services shall not be higher than those imposed by such Contracting Party on any airline of other States engaged in similar international operations using similar aircraft and associated facilities and services.

2. Each Contracting Party shall encourage consultations between its responsible charging bodies and the designated airlines using the facilities and services. Where practicable, such consultations should be through the appropriate representative airline organization. Reasonable advance notice shall, whenever possible, be given to the designated airlines of any proposals for changes to charges referred to in this Article, together with relevant supporting information and data, to enable them to express and have their views taken into account before any changes are made.

3. Neither of the Contracting Parties shall give preference to, or permit responsible bodies to give preference to, its own or any other airline over a des-

ignated airline of the other Contracting Party engaged in similar international operations in the application of its customs, immigration, quarantine and similar regulations or in the use of airports, airways, air traffic services and other associated facilities under its control.

ARTICLE 11

Capacity

1. The designated airlines shall enjoy fair and equal opportunities to operate the agreed services covered by this Agreement.

2. The capacity which may be operated by the designated airlines of each Contracting Party, on air services performed for the carriage of international traffic to and from the territory of the other Contracting Party, in accordance with paragraph 2(c) of Article 3 (Grant of Rights) of this Agreement shall be such as is decided between the aeronautical authorities of the Contracting Parties.

ARTICLE 12

Statistics

The aeronautical authorities of each Contracting Party shall provide or shall cause its designated airlines to provide the aeronautical authorities of the other Contracting Party, upon request, periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the

agreed services, including, but not limited to, statements of statistics related to the traffic carried by its designated airlines between points in the territory of the other Contracting Party and other points on the specified routes showing the initial origins and final destination of the traffic.

ARTICLE 13

Customs Duties and Other Charges

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), consumable technical supplies and aircraft stores (including food, beverages, tobacco and other products for sale to or use by passengers, in limited quantities, during the flight) and other items intended for or used solely in connection with the aviation operation or aircraft servicing, on board such aircraft shall be exempt 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 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), consumable technical supplies and aircraft stores (including food, beverages, tobacco and other products for sale to

or use by passengers, in limited quantities, during the flight) and other items intended for or used solely in connection with the aviation operation or aircraft servicing, carried into the territory of the other Contracting Party and intended for use on aircraft operated on the agreed services by the designated airline, 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.

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. Publicity materials introduced by the designated airline of one Contracting Party into the territory of the other Contracting Party, shall be exempt from all customs duties, taxes, inspection fees and other similar fees and charges.

6. Baggage, cargo and mail in direct transit while enroute to a destination

in another country shall be exempt from all customs duties, taxes, inspection fees and other similar fees and charges on the basis of reciprocity with the exception of the charges corresponding to the services rendered.

ARTICLE 14

Tariffs

1. The tariffs may be established at reasonable levels by the designated airline or airlines of either Contracting Party individually, 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 tariffs to be applied by the designated airline or airlines of either Contracting Party for the agreed services on the specified routes shall be subject to the principle of Country of Origin tariff approval.

3. The aeronautical authorities of each Contracting Party shall have the right to approve or disapprove tariffs for one - way or round - trip carriage on the specified routes which commence in its own territory. 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 on the specified routes commencing outside its territory.

ARTICLE 15

Commercial Opportunities

1. Each Contracting Party shall take all appropriate action within its juris-

diction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the designated airlines of the other Contracting Party in the exercise of their rights and entitlements set out in this Agreement including, but not limited to, restrictions upon the sale of air transportation, the payment for goods, services or transactions, or the repatriation of excess currencies by airlines, and the import, installation and use of computer equipment.

2. To the extent that the aeronautical authorities of either Contracting Party believe that their designated airlines are being subjected to discrimination or unfair practices, they shall give notice to this effect to the aeronautical authorities of the other Contracting Party. Consultations, which may be through the diplomatic channel, shall be entered into as soon as possible after notice is given unless the first Contracting Party is satisfied that the matter has been resolved in the meantime.

3. The designated airlines of each Contracting Party shall have the right to establish offices in the territory of the other Contracting Party for the purposes of provision and sale of air services. Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, at its discretion, through agents. Each designated airline shall have the right to use for this purpose its own transportation documents.

4. The designated airlines of each Contracting Party shall have the right to sell air transportation in local currency, and to remit its revenue received in the territory of the other Contracting Party to the territory of the first Contracting Party. The conversion and remittance of such revenue shall be effected in convertible currencies at the effective rate of exchange prevailing on the date of re-

mittance.

5. The designated airlines of each Contracting Party shall have the right at their discretion to pay for local expenses, including purchases of fuel, in the territory of the other Contracting Party in local currency, or provided this accords with local currency regulations, in freely convertible currencies.

6. At its option, each designated airline shall, in the territory of the other Contracting Party, have the right to contract with a competing agent of its choice for ground handling services, including any other airlines which perform ground - handling, for such services in whole or in part. These rights shall be subject only to restrictions resulting from considerations of airport safety. Where such considerations preclude a designated airline from contracting with an agent of its choice for ground - handling services, these services shall be made available to that designated airline on a basis of equality with all other airlines.

ARTICLE 16

Airline Representatives

1. The designated airlines of each Contracting Party shall be allowed, on the basis of reciprocity, to maintain in the territory of the other Contracting Party, consistent with such other Contracting Party's immigration laws, regulations and practices, their representatives and commercial, operational and technical staff as required in connection with the operation of agreed services.

2. These representative and staff requirements shall, at the option of the designated airlines of each Contracting Party, be satisfied by using their own

personnel, or by using the services of any other organization, company or air-line operating in the territory of the other Contracting Party that is authorized to perform such services in the territory of that Contracting Party.

3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party, and, consistent with such laws, regulations and practices, each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article.

ARTICLE 17

Consultations

1. Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement.

2. Subject to Article 5 (Revocation and Limitation of Authorization), 8 (Safety) and 9 (Aviation Security) such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise mutually decided.

ARTICLE 18

Amendment of Agreement

1. This Agreement may be amended or revised by agreement in writing

between the Contracting Parties.

2. Any amendment or revision shall enter into force on the date the Contracting Parties, by exchange of diplomatic notes, specify for its entry into force.

3. If a multilateral convention concerning air transport comes into force in respect of both Contracting Parties, this Agreement shall be deemed to be amended so far as is necessary to conform with the provisions of that Convention.

ARTICLE 19

Settlement of Disputes

1. If any dispute between the Contracting Parties arises relating to the interpretation or application of this Agreement, the aeronautical authorities of both 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 may settle such dispute through diplomatic channels or through arbitration.

3. Within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a note through the diplomatic channel requesting arbitration of the dispute by a tribunal, each Contracting Party shall nominate an arbitrator. Within a period of sixty (60) days from the appointment of the arbitrator last appointed, the two arbitrators shall appoint a president who shall be a national of a third state. If within sixty (60)

days after one of the Contracting Party has nominated its arbitrator, the other Contracting Party has not nominated its own or, if within sixty (60) days following the nomination of the second arbitrator, both arbitrators have not agreed on the appointment of the president, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to appoint an arbitrator or arbitrators as the case requires.

4. Except as otherwise determined by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within forty-five (45) days after the tribunal is fully constituted. Replies shall be due sixty (60) days later. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within thirty (30) days after replies are due.

5. The tribunal shall attempt to give a written decision within thirty (30) days after completion of the hearing, or, if no hearing is held, after the date both replies are submitted. The decision shall be taken by a majority vote.

6. The Contracting Parties may submit requests for clarification of the decision within fifteen (15) days after it is received and such clarification shall be issued within fifteen (15) days of such request.

7. The Contracting Parties undertake to comply with any arbitration decision given under this Article.

8. The expenses of arbitration under this Article shall be shared equally between the Contracting Parties.

9. If and for so long as either Contracting Party fails to comply with a decision under paragraph 5 of this Article, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default.

ARTICLE 20

Termination

1. Either Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organization (ICAO). The Agreement shall terminate at midnight (at the place of receipt of the notice to the other Contracting Party) immediately before the first anniversary of the date of receipt of notice by the Contracting Party, unless the notice is withdrawn by agreement of the Contracting Parties before the end of this period.

2. In default of acknowledgement of receipt of a notice of termination by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date on which ICAO acknowledged receipt thereof.

ARTICLE 21

Registration with ICAO

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

ARTICLE 22

Entry into Force

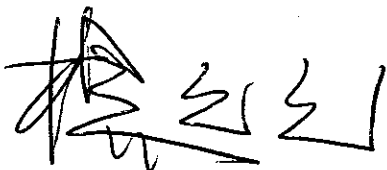
1. This Agreement shall enter into force when the Contracting Parties have notified each other in writing that their respective requirements for the entry into force of this Agreement have been satisfied.

2. Upon entry into force, this Agreement shall supersede the Agreement between the Government of the People's Republic of China and the Government of Australia relating to Civil Air Transport, done at Beijing on 7 September 1984.

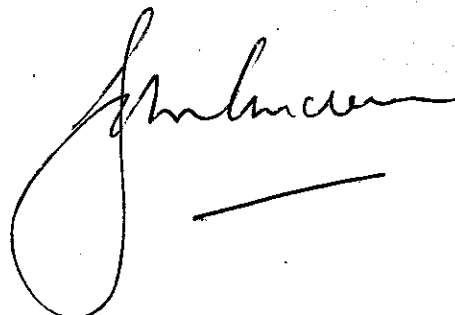
In witness whereof, the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement.

DONE in *Canberra* on this *23rd* day of *March 2001* in duplicate in the Chinese and English languages, both texts being equally authentic.

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



**For the Government of
Australia**



Annex
Route Schedule

Section I

The route of the agreed services performed by the airlines designated by the Government of Australia shall be as follows in either direction:

Points in Australia: Any

Intermediate Points: Any

Points in China: Any

Points Beyond: Any

Section II

The route of the agreed services performed by the airlines designated by the Government of the People's Republic of China shall be as follows in either direction:

Points in China: Any

Intermediate Points: Any

Points in Australia: Any

Points Beyond: Any

Notes to Sections I and II:

(a) The designated airlines of each Contracting Party may, on any or all flights in either or both directions:

(i) omit at their own discretion, any points on the above routes provided that the agreed services begin or terminate in the territory of the Contracting Party designating the airline;

(ii) combine different flight numbers within the one aircraft operation;

(iii) serve the intermediate, beyond points and points in the territories of the Contracting Parties in any order.

(b) Except as otherwise agreed between the Contracting Parties, points selected by each Contracting Party in the People's Republic of China will not include the Hong Kong Special Administrative Region and the Macau Special Administrative Region.

(c) All points required to be selected on the above routes shall be notified to the aeronautical authority of the other Contracting Party and may be changed at any time.

(d) The destination points and the traffic rights to be exercised shall be as decided between the aeronautical authorities of the Contracting Parties from time to time.