

No. 4430

**BURMA
and
PEOPLE'S REPUBLIC OF CHINA**

Air Transport Agreement (with Protocol and exchange of notes). Signed at Rangoon, on 8 November 1955

Official texts : Burmese and Chinese.

Registered by Burma on 18 July 1958.

**BIRMANIE
et
RÉPUBLIQUE POPULAIRE DE CHINE**

Accord relatif aux transports aériens (avec Protocole et échange de notes). Signé à Rangoon, le 8 novembre 1955

Textes officiels birman et chinois.

Enregistré par la Birmanie le 18 juillet 1958.

[TRANSLATION¹ — TRADUCTION²]

No. 4430. AIR TRANSPORT AGREEMENT³ BETWEEN THE GOVERNMENT OF THE UNION OF BURMA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA. SIGNED AT RANGOON, ON 8 NOVEMBER 1955

The Government of the Union of Burma and the Government of the People's Republic of China for the purpose of establishing scheduled air services between the two countries so as to promote the economic and cultural relations between them have hereby concluded an Agreement as follows :

Article 1

(A) Each Contracting Party grants to the other Contracting Party, subject to the provisions of this Agreement, the right to operate air services on the following route with the civil aircraft of its designated airline :

For the Union of Burma : Rangoon–Mandalay–Kunming–Canton.

For the People's Republic of China : Kunming–Mandalay–Rangoon.

The above-mentioned right to operate air services means : carriage of passengers, baggage, cargo and mail

(1) from Rangoon and Mandalay to Kunming and Canton ;

(2) from Canton and Kunming to Mandalay and Rangoon

for the civil aircraft of the Union of Burma, and

(1) from Kunming to Mandalay and Rangoon ;

(2) from Rangoon and Mandalay to Kunming

for the civil aircraft of the People's Republic of China.

(B) Based on the principle of mutual respect to the sovereignty of either Contracting Party over the air space above its territory, the navigable air space of the route specified under paragraph (A) of this Article within the territory of each Contracting Party shall be prescribed by such Contracting Party. The point of entry and exit across the adjacent border lines of the Contracting Parties shall be prescribed by agreement between the two Contracting Parties.

¹ Translation communicated by the Government of the Union of Burma.

² Traduction transmise par le Gouvernement de l'Union birmane.

³ Came into force on 8 November 1955, as from the date of signature, in accordance with article 22.

Article 2

(A) The Government of the Union of Burma designates the "Union of Burma Airways Board" as its airline and the Government of the People's Republic of China designates the "Civil Aviation Administration of China" as its airline to operate the route specified under Article 1 of this Agreement. The frequency of scheduled flights of the airline of either Contracting Party shall not exceed two flights per week in each direction. Each Contracting Party shall determine the date to commence its scheduled flight, provided such Contracting Party shall notify the other Contracting Party sixty days prior to such commencement. Either of the Contracting Parties, if it deems necessary, may initiate revision of the above-mentioned frequency, and such revision will come into effect after being agreed upon by both Contracting Parties on the basis of fair and equal opportunity.

(B) The substantial ownership and ultimate control of the designated airlines shall be vested in their respective Governments.

Article 3

The designated airlines of both Contracting Parties shall enjoy fair and equal opportunity and treatment in the carriage of air traffic and in the use of services rendered for the operation of the route specified under Article 1 of this Agreement. Such services rendered and traffic matters including services of communications, navigation aids, meteorological information, facilities and services provided at airports, schedule of flights, passenger and cargo tariffs, traffic representation including interline traffic representation, settlement of accounts et cetera shall be conducted in accordance with the Protocol to this Agreement to be concluded in pursuance of common requirements and interests.

Article 4

(A) The tariffs to be charged for the carriage of passengers, baggage and cargo on the route specified under Article 1 of this Agreement shall be fixed at reasonable levels, due regard being paid to all relevant factors, including comparatively economical operation and reasonable profit. Such tariffs shall have the same minimum level for the designated airlines of both Contracting Parties on common or equivalent routes or sectors.

(B) The minimum level of tariffs in respect of the route specified under Article 1 of this Agreement and each sector thereof shall be agreed upon between the designated airlines. The minimum tariff level so agreed shall be subject to the approval of both Contracting Parties. In the event of disagreement between

the designated airlines or in case the minimum tariff level is not approved as required under this paragraph, the Contracting Parties shall endeavour to reach agreement between themselves. Pending any new decision concerning the minimum tariff level, the prevailing minimum tariff level agreed upon by both Contracting Parties shall remain in force.

Article 5

The carriage of mail on the route specified under Article 1 of this Agreement shall be regulated in accordance with the agreement or agreements between the postal authorities of the Contracting Parties.

Article 6

(A) The civil aircraft of the designated airline of each Contracting Party flying the route specified under Article 1 of this Agreement shall carry its nationality mark, certificate of registration, certificate of airworthiness, journey log book, radio station licence, list of passengers and manifest of cargo and mail prescribed for international air navigation; the crew members shall possess valid licences and certificates of competency.

(B) Each Contracting Party shall recognise the documents issued or rendered valid by the other Contracting Party, provided that in respect of certificates and licences, the requirements under which such certificates and licences were issued or rendered valid are equal to or above the minimum standards which may be established from time to time by the civil aeronautical authorities of such other Contracting Party.

Article 7

The pilot-in-command and other crew members of the aircraft of the designated airline of either Contracting Party flying the route specified under Article 1 of this Agreement shall be respectively nationals of the Union of Burma and nationals of the People's Republic of China.

Article 8

Each Contracting Party undertakes to allow the use of airports necessary for the operation of the route specified under Article 1 of this Agreement and so far as it may find practicable to provide radio services, meteorological services and other air navigation facilities, and adopt and put into operation the appropriate standard systems defined in the Protocol¹ to this Agreement.

¹ See p. 50 of this volume.

Article 9

Any charges that may be imposed or permitted to be imposed by one Contracting Party for the use of airports and air navigation facilities by the civil aircraft of the other Contracting Party shall not be higher than those that would be paid by its national aircraft. All such charges shall be published and communicated to the civil aeronautical authorities of the other Contracting Party.

Article 10

(A) The aircraft of the designated airline of one Contracting Party shall comply with the laws and regulations of the other Contracting Party relating to the admission to or departure from the territory of the other Contracting Party or to the operation, navigation or to prohibited or restricted areas within the territory of such other Contracting Party of civil aircraft engaged in international air navigation.

(B) All laws, orders and regulations in force in the territory of one Contracting Party such as relating to entry, departure, clearance, customs, passports, immigration, prevention of spread of disease, quarantine and others shall be complied with by the crew members, passengers, baggage, cargo and mail carried by the aircraft of the other Contracting Party. Either Contracting Party shall avoid any unnecessary delay in enforcing the above laws, orders and regulations.

(C) The authorities concerned of either Contracting Party shall have the right, without causing unreasonable delay, to examine the aircraft of the other Contracting Party when on the ground in its territory in order to ensure compliance with the provisions of this Agreement.

Article 11

(A) The aircraft of the designated airline of one Contracting Party authorised to operate the route specified under Article 1 of this Agreement and its aviation fuel, oils, lubricants, spare parts, regular equipment and aircraft stores retained on board the aircraft shall, when arriving at or leaving the territory of the other Contracting Party, be exempt from customs duties, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory. The supplies so exempted may only be unloaded with the approval of the customs authorities of the other Contracting Party and shall, when unloaded, be kept under the supervision of the customs authorities until they are reloaded.

(B) The aviation fuel, oils, lubricants, spare parts, regular equipment and aircraft stores introduced into the territory of one Contracting Party by or on

behalf of the designated airline of the other Contracting Party and intended solely for use by aircraft of such designated airline shall, under the principle of equality and mutual benefit, be exempted from customs duties, inspection fees or other similar duties or charges by the first Contracting Party, subject to the compliance with the regulations of such first Contracting Party which may provide that the articles shall be kept under customs supervision.

Article 12

(A) Either Contracting Party in maintaining and servicing its aircraft in the territory of the other Contracting Party when operating the route specified under Article 1 of this Agreement shall be rendered all possible assistance and facilities by the other Contracting Party.

(B) The designated airline of each Contracting Party shall arrange and take all possible measures, if so required by the designated airline of the other Contracting Party, to ensure the adequate supply in its territory of aviation fuel, oils and lubricants to the designated airline of the other Contracting Party for the operation of the route specified under Article 1 of this Agreement. In case one Contracting Party will ship into the territory of the other Contracting Party aviation fuel, oils and lubricants for the operation of the specified route, the other Contracting Party shall permit such shipment and render all possible assistance and facilities.

(C) Each Contracting Party shall in its airport accord to the aircraft, aviation fuel, oils and stores of the other Contracting Party safeguarding measures.

Article 13

Each Contracting Party shall grant to the designated airline of the other Contracting Party for the purpose of operating air services on the route specified under Article 1 of this Agreement the right to establish its offices in the territory of the first Contracting Party, namely, for the designated airline of the Union of Burma, the right to establish its offices at Canton and Kunming and for the designated airline of the People's Republic of China, the right to establish its offices at Rangoon and Mandalay. Personnel of such offices except local employees shall be nationals of the respective countries. Each Contracting Party shall extend all assistance and facilities to the offices established by the airline of the other Contracting Party.

Article 14

Each Contracting Party agrees to concede to the designated airline of the other Contracting Party the necessary facilities in respect of permit for foreign exchange for the transfer of its revenue derived from the operation of the route specified under Article 1 of this Agreement.

Article 15

The Contracting Parties shall cause their respective civil aeronautical authorities to have regular and frequent consultations and to maintain close collaboration in ensuring the observance of the principles and the implementation of the provisions outlined in this Agreement.

Article 16

The civil aeronautical authorities of both Contracting Parties shall exchange or cause their respective designated airlines to exchange as promptly as possible current information concerning the operation of air traffic to and from the territory of the other Contracting Party. This will include conditions of carriage, timetables, tariff schedules of the designated airlines and such information as may be required to satisfy the civil aeronautical authorities of such other Contracting Party that the requirements of this Agreement are being duly fulfilled by such airline. Each Contracting Party shall cause its designated airline to provide to the civil aeronautical authorities of the other Contracting Party statistics relating to the traffic carried during each month on their services to and from the territory of the other Contracting Party showing the origin and destination of the traffic.

Article 17

If either of the Contracting Parties considers it desirable to modify the provisions of this Agreement, it may request for consultations with the other Contracting Party. Such consultations shall begin within the period of sixty days from the date of the request. New or revised provisions affecting this Agreement shall come into effect after being mutually agreed upon by both Contracting Parties through consultations.

Article 18

Each Contracting Party reserves the right to withhold or revoke the exercise of the rights specified in this Agreement by the airline designated by the other Contracting Party in case of failure by such airline or the Contracting Party designating such airline to comply with the provisions of this Agreement. Such action shall be taken only after consultation between the Contracting Parties.

Article 19

(A) Each Contracting Party shall undertake to provide the available facilities and such measures of assistance as it may find practicable to the aircraft in distress of the other Contracting Party in its territory and to permit, subject to the control of its own authorities, the other Contracting Party to whom the aircraft belongs

to provide such measures of assistance as may be necessitated by the circumstances. When undertaking search and rescue measures for such aircraft in distress, both Contracting Parties shall collaborate in so-ordinated measures.

(B) In the event of an accident to an aircraft of the designated airline of one Contracting Party in the territory of the other Contracting Party involving death or serious injury or indicating serious damage to the aircraft, the other Contracting Party shall initiate an investigation into the circumstances of the accident in accordance with its regulations. The Contracting Party to whom the aircraft belongs shall have the right to appoint observers to be present at the investigation and the Contracting Party holding the investigation shall communicate the report and findings in the matter to the other Contracting Party.

Article 20

All Notes exchanged between the Contracting Parties in connection with this Agreement and the Protocol concluded pursuant to the provisions of this Agreement shall be deemed an integral part of this Agreement. All references to this Agreement shall imply references also to such Notes and the Protocol.

Article 21

Any dispute relative to the interpretation or application of this agreement and the Protocol shall be settled through consultations and negotiations between the Contracting Parties in the spirit of friendship and mutual understanding.

Article 22

This Agreement shall come into force from the date it is signed. Either of the Contracting Parties may at any time after one year from the date of coming into force of this Agreement notify other Contracting Party in writing its intention to terminate this Agreement. In the event such notice is given, this Agreement shall terminate one year after the date of receipt of the notice to terminate, unless by agreement between the Contracting Parties the notice under reference is withdrawn three months prior to its termination.

DONE at Rangoon this 8th day of November, 1955, in duplicate in the Burmese and Chinese languages, both texts being equally authentic.

For the Government of the Union of Burma :

(Signed) WIN MAUNG

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

(Signed) WU FA-HSIEN

This English translation shall be referred to in case of conflict between the Burmese and Chinese texts.

For the Government of the Union of Burma :

(Signed) WIN MAUNG

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

(Signed) WU FA-HSIEN

PROTOCOL TO THE AIR TRANSPORT AGREEMENT¹ BETWEEN THE
GOVERNMENT OF THE UNION OF BURMA AND THE GOVERN-
MENT OF THE PEOPLE'S REPUBLIC OF CHINA

In accordance with the Air Transport Agreement (hereinafter referred to as the Agreement) between the Government of the Union of Burma and the Government of the People's Republic of China concluded on the 8th day of November, 1955,¹ the Contracting Parties have agreed in connection with matters concerning the operation of the route specified (hereinafter referred to as the specified route) under Article 1 of the Agreement as follows :

Article 1

In pursuance of Article 1 of the Agreement, the point of entry and exit across the adjacent border lines of Contracting Parties will be Lashio (Longitude 97° 44' E Latitude 22° 57' N) in the territory of the Union of Burma and Mangche (Longitude 98° 16' E Latitude 24° 15' N) in the territory of the People's Republic of China ; the navigable air space of the specified route within the territory of either Contracting Party shall be as prescribed by its respective civil aeronautical authorities.

Article 2

When flying over or manœuvring within the territory of either Contracting Party, the aircraft of the other Contracting Party shall, in addition to the conditions set forth in Article 10 of the Agreement, comply with the provisions of the international rules of air wherever applicable.

Article 3

In pursuance of Article 8 of the Agreement, the Contracting Parties shall provide to each other in respect of radio services the following items :

¹ See p. 36 of this volume.

In the territory of the Union of Burma :

- Lashio Non-directional radio beacon ;
VHF direction finder.
- Mandalay Point-to-Point radio circuit (communication with Rangoon);
Air-ground radio service ;
Approach and aerodrome control radio service ;
Non-directional radio beacon station ;
VHF direction finder.
- Heho Non-directional radio beacon ;
VHF direction finder.
- Rangoon Point-to-Point radio circuit (communication with Kunming
and Mandalay) ;
Air-ground radio service ;
Approach and aerodrome control radio service ;
Automatic VHF/DF service ;
Runway locator beacon ;
Non-directional radio beacon.

In the territory of the People's Republic of China :

- Canton Point-to-Point radio circuit (communication with Kun-
ming) ;
Air-ground radio service ;
Aerodrome control radio service ;
Non-directional radio beacon station.
- Nanning Non-directional radio beacon station.
- Kunming Point-to-Point radio circuit (communication with Ran-
goon) ;
Air-ground radio service ;
Aerodrome control radio service ;
Non-directional radio beacon station.
- Paoshan Non-directional radio beacon station.
- Mangche Non-directional radio beacon station.

Authorization shall be given to the use of point-to-point radio communication circuit for the transmission of messages of the airlines relating to operations and reservations.

Article 4

The International Q Code and the mutually agreed uniform complementary groups shall be used in radio communications during the flight of the aircraft of the designated airlines.

Article 5

In consideration of language difficulties, the Contracting Parties agree that the English language and the relevant portion of the international Q Code shall be used in the air-ground voice communications.

Article 6

The Contracting Parties shall furnish to each other necessary meteorological information including route forecasts, terminal forecasts, terminal weather reports and hazard warnings for the specified route in their respective territories and exchange periodically meteorological observations of the civil aviation airports and radio stations on the specified route for the benefit of aircraft operation. Meteorological messages shall be sent in international Q Code.

Article 7

The Contracting Parties shall exchange technical data and information such as flight regulations, airport approach procedures, notices to airmen, radio facility chart et cetera for regular flight on the specified route.

Article 8

A uniform limit of liability for the carriage of passengers, baggage and cargo on the specified route shall be agreed upon between the designated airlines and approved by the Contracting Parties.

Article 9

In pursuance of Article 14 of the Agreement, the designated airline of either Contracting Party shall be permitted, subject to the foreign exchange regulations and procedure prescribed by the other Contracting Party, to convert for the purpose of transferring its balance of revenue in the territory of such other Contracting Party into its own currency or into pound sterling. The rate of exchange shall be that officially published by the State bank of such other Contracting Party and prevailing on the day of exchange.

Article 10

Matters relating to traffic, operations, financial settlement et cetera shall be regulated by agreement between the designated airlines.

Article 11

If the civil aeronautical authorities of one Contracting Party consider it desirable to amend the provisions of this Protocol, they may at any time notify

in writing the civil aeronautical authorities of the other Contracting Party to negotiate for such amendment. Such amendment shall become effective after being approved by both Contracting Parties.

DONE at Rangoon this 8th day of November, 1955, in duplicate in the Burmese and Chinese languages, both texts being equally authentic.

For the Government of the Union of Burma :

(Signed) WIN MAUNG

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

(Signed) WU FA-HSIEN

This English translation shall be referred to in case of conflict between the Burmese and Chinese texts.

For the Government of the Union of Burma :

(Signed) WIN MAUNG

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

(Signed) WU FA-HSIEN

EXCHANGE OF NOTES

I

GOVERNMENT OF THE UNION OF BURMA
MINISTRY OF TRANSPORT AND COMMUNICATIONS

Rangoon, the 8th November, 1955

Sir,

With reference to Article 7 of the Air Transport Agreement between the Government of the Union of Burma and the Government of the People's Republic of China,¹ I have the honour to say that we would like to record the fact that the understanding reached by our two Delegations during the discussions is that, considering the insufficiency of national pilots in the employ of the designated airline of the Government of the Union of Burma, the Government of the People's Republic of China agrees to the employment by the said designated airline of pilots of Indian or British nationality for purpose of flight along the specified route until such time as sufficient national pilots have been trained out for the

¹ See p. 36 of this volume

operation of such specified route and that Article 7 of the Agreement is to be read subject to this understanding.

If you agree that the position has been correctly stated above, we suggest that this letter and your reply should constitute an "exchange of Notes" under Article 20 of the Agreement.

Accept, Sir, the assurances of my highest consideration.

(Signed) WIN MAUNG

Minister for Transport and Communications

General Wu Fa-hsien
Leader of the Civil Aviation Delegation
of the Government of the People's Republic of China

II

Rangoon, the 8th November, 1955

Honourable Minister,

I have the honour to acknowledge the receipt of your Note dated 8th November, 1955, which reads :

[See note I]

On behalf of the Government of the People's Republic of China I have the honour to confirm the above.

I avail myself of this opportunity to assure you of my highest consideration.

(Signed) WU FA-HSIEN

Leader of the Civil Aviation Delegation
of the Government of the People's Republic of China

The Hon'ble U Win Maung
Minister for Transport and Communications
Government of the Union of Burma
Rangoon