

No. 17881

**FEDERAL REPUBLIC OF GERMANY
and
CHINA**

**Civil Air Transport Agreement (with exchange of notes on
route schedules). Signed at Beijing on 31 October 1975**

Authentic texts of the Agreement: German, English and Chinese.

Authentic texts of the exchange of notes: German and Chinese.

Registered by the International Civil Aviation Organization on 2 July 1979.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
CHINE**

**Accord relatif aux transports aériens civils (avec échange de
notes fixant le tableau de routes). Signé à Beijing le
31 octobre 1975**

Textes authentiques de l'Accord : allemand, anglais et chinois.

Textes authentiques de l'échange de notes : allemand et chinois.

*Enregistré par l'Organisation de l'aviation civile internationale le 2 juillet
1979.*

CIVIL AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA

The Government of the Federal Republic of Germany and the Government of the People's Republic of China,

With a view to facilitating the friendly contacts between the peoples of the Federal Republic of Germany and China and developing the mutual relations between the two countries in respect of air transportation, in accordance with the principles of mutual respect for independence and sovereignty, non-interference in each other's internal affairs, equality and mutual benefit as well as friendly co-operation,

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

Article 1. 1. Each Contracting Party grants to the other Contracting Party the right to operate scheduled air services (hereinafter referred to as "the agreed services") on the route to be agreed upon and confirmed by an exchange of diplomatic notes between the two Contracting Parties (the route and the diplomatic notes shall hereinafter be respectively referred to as "the specified route" and "the Exchange of Notes on Route Schedule").

2. Subject to the provisions of the present Agreement, aircraft of the airline designated by each Contracting Party (hereinafter referred to as "the designated airline") operating on the agreed services over the specified route shall have the right to make stops at the point on the specified route in the territory of the other Contracting Party for the purpose of putting down or taking on international traffic in passengers, baggage, cargo and mail coming from or destined for the territory of the first Contracting Party as well as that coming from or destined for the intermediate points between the territories of the two Contracting Parties.

3. Each Contracting Party shall notify the other Contracting Party not later than sixty days in advance of the date of the commencement of operation of the agreed services by its designated airline.

Article 2. 1. Each Contracting Party shall have the right to designate one airline to operate the agreed services on the route specified by the Exchange of Notes on Route Schedule and shall notify the other Contracting Party of such designation through diplomatic channel.

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

3. On receipt of such notification, the other Contracting Party shall, subject to the provisions of paragraph 2 of this article, grant without delay to the designated airline of the first Contracting Party the appropriate operating permission.

4. The airline designated and authorized in accordance with the provisions of paragraphs 1, 2 and 3 of this article may begin to operate the agreed services provided that tariffs established in accordance with the provisions of article 8 of the present Agreement are in force in respect of those services.

¹ Came into force on 24 May 1978, the date on which the Contracting Parties informed each other by an exchange of diplomatic notes of the completion of their legal or constitutional formalities, in accordance with article 15 (1).

Article 3. 1. Each Contracting Party shall have the right to revoke the operating permission already granted to the designated airline of the other Contracting Party, or to suspend the exercise of the rights specified in article 1 of the present Agreement by the said airline, or to impose such conditions as it may deem necessary on the exercise of these rights, in case:

- a) Where it is not satisfied that the substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or its citizens; or
- b) Where that airline fails to comply with the laws or regulations of the first Contracting Party; or
- c) Where that airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this article is essential to prevent further infringements of laws and regulations, such right shall be exercised only after consultation with the other Contracting Party.

Article 4. The laws and regulations of either Contracting Party relating to the admission to, stay in, departure from and operation in its territory of aircraft engaged in the operation of international air services as well as the laws and regulations relating to the admission to, stay in and departure from its territory of passengers, crew, baggage, cargo and mail shall be applicable to the aircraft of the airline designated by the other Contracting Party, its crew as well as the passengers, baggage, cargo and mail carried by such aircraft, while in the territory of the first Contracting Party. Each Contracting Party shall supply the other Contracting Party information relevant to the above-mentioned laws and regulations in time.

Article 5. 1. Aircraft operated on the agreed services by the designated airline of either Contracting Party, as well as the regular equipment, spare parts, supplies of fuel and lubricants and aircraft stores (including food, beverages and tobacco) retained on board such aircraft shall be exempt from all customs duties applicable to the importation, exportation or transit of goods, inspection fees and other similar charges on arrival in and departure from the territory of the other Contracting Party, provided that such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

2. There shall also be exempt from customs duties, inspection fees or similar charges, with the exception of charges corresponding to the service performed:

- a) Aircraft stores taken on board in the territory of either Contracting Party within limits fixed by the authorities of the said Contracting Party, and for use on board outbound aircraft engaged in the agreed services operated by the designated airline of the other Contracting Party;
- b) Aircraft spare parts, regular equipment and stores temporarily brought into the territory of either Contracting Party for use in the operation of the agreed services by the designated airline of the other Contracting Party;
- c) Fuel and lubricants destined to supply outbound aircraft operated on the agreed services by the designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

3. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of the designated airline of either Contracting Party as well as those temporarily brought into the territory of the other Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of the other Contracting Party. In such case, they shall be placed under the supervision of the said authorities and shall not be sold or used for other purposes in the above territory until such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

Article 6. 1. Each Contracting Party shall designate in its territory regular airport and alternate airport to be used by the designated airline of the other Contracting Party for the operation of the specified route, and provide the latter with communications, navigational, meteorological and other auxiliary services in its territory as are required for the operation of the agreed services. Detailed arrangements for the above shall be agreed upon between the Aeronautical Authorities of both Contracting Parties. (For the purpose of the present Agreement, the term "Aeronautical Authorities" means, in the case of the Federal Republic of Germany, the Federal Minister of Transport, and in the case of China, the General Administration of Civil Aviation of China.)

2. The designated airline of one Contracting Party shall be charged for the use of airport(s), equipment, technical services and air navigational facilities of the other Contracting Party at fair and reasonable rates prescribed by the appropriate authorities of the other Contracting Party. Such rates shall not be higher than those normally paid by airlines of other States.

Article 7. 1. The designated airlines of both Contracting Parties shall have fair and equal opportunities in operating the agreed services on the specified routes.

2. In operating the agreed services, the designated airline of each Contracting Party shall take into account the interests of the designated airline of the other Contracting Party, so as not to affect unduly the services which the latter provides on the whole or part of the same route.

3. Matters relating to the operation of the specified routes such as frequency, type of aircraft, timetable, sales representation and ground handling shall be agreed upon through discussion between the designated airlines of both Contracting Parties. Frequencies, types of aircraft as well as timetables so agreed shall be subject to the approval of their respective Aeronautical Authorities.

4. The agreed services provided by the designated airlines of both Contracting Parties shall satisfy the current and anticipated requirements for the carriage of passengers, baggage, cargo and mail coming from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers, baggage, cargo and mail both taken up and put down at points on the specified routes in the territories of third countries shall be made in accordance with the general principle that capacity shall be related to:

- a) Traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- b) Traffic requirements of the area through which the agreed services pass, after taking account of other air services established by airlines of other States comprising the area; and
- c) The requirements of through airline operation.

Article 8. 1. In the following paragraphs, the term “tariff” means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail.

2. The tariff to be applied on the specified routes between the territory of one Contracting Party and that of the other Contracting Party shall be agreed upon between the designated airlines of both Contracting Parties. Such tariffs shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit and the tariffs of other airlines.

3. The tariffs so agreed shall be submitted for the approval of the respective Aeronautical Authorities at least sixty days before the proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the said Authorities.

4. If a tariff cannot be agreed in accordance with paragraph 2 of this article, or if, during the period applicable in accordance with paragraph 3 of this article, the Aeronautical Authorities of one Contracting Party give the Aeronautical Authorities of the other Contracting Party notice of their disapproval of any tariff agreed in accordance with the provisions of paragraph 2, the Aeronautical Authorities of the two Contracting Parties shall endeavour to determine the tariff by mutual agreement.

5. If the Aeronautical Authorities of both Contracting Parties cannot agree on any tariff submitted to them under paragraph 3 of this article, or on the determination of any tariff under paragraph 4 of this article, the difference of opinion shall be settled in accordance with the provisions of article 13 of the present Agreement.

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

7. The tariffs to be applied on the specified route between one Contracting Party and third countries shall be the tariffs approved by this Contracting Party and the government of the respective third country.

Article 9. The revenue derived from the transportation of international traffic by the designated airline of each Contracting Party in the territory of the other Contracting Party shall be permitted to be transferred, at the official rate of exchange, by the other Contracting Party.

Wherever the payments system between the Contracting Parties is governed by a special agreement, this agreement shall apply.

Article 10. 1. For the operation of the specified route, the designated airline of each Contracting Party shall have the right to set up its representative office at the point of call on the specified route in the territory of the other Contracting Party. The staff of such representative office shall be subject to the approval of the other Contracting Party and the number of staff shall be agreed upon through discussion between the designated airlines of both Contracting Parties, and shall be subject to the approval of the Aeronautical Authorities of both Contracting Parties. The staff of such representative office must observe the laws and regulations in force in the country where such office is located.

2. Each Contracting Party shall extend assistance and convenience to the representative office and its staff members of the designated airline of the other Contracting Party and ensure their safety.

3. Each Contracting Party shall endeavour to ensure the safety of the aircraft, stores and other properties in its territory used on the agreed services by the designated airline of the other Contracting Party.

4. The crew members of the designated airline of either Contracting Party flying on the specified route shall be citizens of such Contracting Party. In case where the designated airline of each Contracting Party desires to utilize crew members of other nationalities for the operation on the specified route, approval shall be obtained from the other Contracting Party.

Article 11. 1. Should an aircraft of the designated airline of one Contracting Party experience an accident or be in distress in the territory of the other Contracting Party, the latter shall instruct its appropriate authorities to immediately inform the Aeronautical Authorities of the first Contracting Party and provide necessary assistance to the crew and passengers on board the aircraft.

2. In case where the accident involves death or serious injury of persons or serious damage to aircraft, the other Contracting Party shall instruct its appropriate authorities to take further the following measures:

- a) Immediately provide search and rescue operation;
- b) Protect evidence and secure the safety of the aircraft and its contents;
- c) Carry out investigation into the accident;
- d) Permit the observers of the first Contracting Party access to the aircraft and to be present in the investigation;
- e) Release the aircraft and its contents as soon as they are no longer necessary for the investigation;
- f) Communicate in writing to the Aeronautical Authorities of the first Contracting Party the results of the investigation.

Article 12. In a spirit of close co-operation, exchange of views shall take place from time to time between the two Contracting Parties, with a view to ensuring the implementation of, and satisfactory compliance with the provisions of the present Agreement and the Exchange of Notes on Route Schedule.

Article 13. If any dispute arises between the Contracting Parties relating to the interpretation or implementation of the present Agreement, the Contracting Parties shall in the first place instruct their respective Aeronautical Authorities to settle it by negotiation. If the said Authorities fail to reach an agreement, each Contracting Party may request consultation with the other Contracting Party. Such consultation shall begin within a period of sixty days from the date of the request.

Article 14. If either of the Contracting Parties considers it desirable to modify or amend any provisions of the present Agreement, it may request consultation with the other Contracting Party. Such consultation shall begin within a period of sixty days from the date of the request. Modifications or amendments so agreed upon shall come into force after the two Contracting Parties have notified each other that their respective internal procedures to make the modifications or amendments effective have been fulfilled.

Article 15. 1. The present Agreement shall come into force after both Contracting Parties have respectively completed their legal or constitutional formalities and notified each other to this effect through exchange of diplomatic notes.

2. Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement. The present Agreement shall then terminate twelve months after the date of receipt of the notice by the other Contracting Party. If the above notice is withdrawn before the expiry of this period, the present Agreement shall continue to be in force with the concurrence of the other Contracting Party.

GESCHEHEN zu Peking am 31. Oktober 1975 in zwei Urschriften, jede in deutscher, chinesischer und englischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist. Bei unterschiedlicher Auslegung ist der englische Wortlaut maßgebend.

DONE at Peking on this thirty-first day of October 1975, in duplicate in the German, Chinese and English languages, the three texts being equally authentic. In case of any diversion in interpretation, the English text shall prevail.

Für die Regierung der Bundesrepublik Deutschland:
For the Government of the Federal Republic of Germany:

ROLF F. PAULS
K. GSCHIEDLE

Für die Regierung der Volksrepublik China:
For the Government of the People's Republic of China:

LIU TSUN-HSIN

5. Die Luftfahrtbehörden der beiden Vertragsparteien können Diskussionen zur Änderung der oben erwähnten Bestimmungen abhalten, und so vereinbarte Änderungen treten nach ihrer Bestätigung durch diplomatischen Notenwechsel in Kraft.

Ich beehre mich, namens der Regierung der Bundesrepublik Deutschland vorzuschlagen, daß diese Note und die namens der Regierung der Volksrepublik China die oben erwähnten Bestimmungen bestätigende Antwortnote Eurer Exzellenz eine Vereinbarung zwischen der Regierung der Bundesrepublik Deutschland und der Regierung der Volksrepublik China bilden, die am gleichen Tag in Kraft tritt wie das Abkommen über den Zivilen Luftverkehr.

Ich nehme diese Gelegenheit wahr, um Eurer Exzellenz erneut meiner ausgezeichneten Hochachtung zu versichern.

Dr. ROLF F. PAULS

Seiner Exzellenz dem Generaldirektor
der Hauptverwaltung für Zivilluftfahrt
der Volksrepublik China
Herrn Liu Tsun-Hsin
Peking

[TRANSLATION¹ — TRADUCTION²]

DER BOTSCHAFTER DER BUNDESREPUBLIK DEUTSCHLAND³

Peking, October 31st, 1975

Your Excellency,

I have the honour to confirm, on behalf of the Government of the Federal Republic of Germany, that the following agreement has been reached in connection with the implementation of article 1, paragraph 1, of the Civil Air Transport Agreement between the Government of the Federal Republic of Germany and the Government of the People's Republic of China.

1. The route of the agreed services operated by the designated airline of the Government of the Federal Republic of Germany shall be as follows in both directions:

Frankfurt and another point in the territory of the Federal Republic Germany to be agreed upon between the Aeronautical Authorities of both Contracting Parties—Athens—Tehran—Karachi—two more intermediate points to be agreed upon between the Aeronautical Authorities of both Contracting Parties—Peking or Shanghai—Tokyo. The exercise of the right to carry international traffic in passengers, baggage, cargo and mail between the point in the territory of the People's Republic of China and the point beyond on the specified route shall be subject to future consultations between the two Contracting Parties.

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

Peking and another point in the territory of the People's Republic of China to be agreed upon between the Aeronautical Authorities of both Contracting Parties—five inter-

¹ Translation supplied by the Government of the Federal Republic of Germany.

² Traduction fournie par le Gouvernement de la République fédérale d'Allemagne.

³ Ambassador of the Federal Republic of Germany.

mediate points to be agreed upon between the Aeronautical Authorities of both Contracting Parties—Frankfurt or Cologne/Bonn—two points on the American Continent to be agreed upon between the Aeronautical Authorities of both Contracting Parties. The exercise of the right to carry international traffic in passengers, baggage, cargo and mail between the point in the territory of the Federal Republic of Germany and the points beyond on the specified route shall be subject to future consultations between the two Contracting Parties.

3. In operating the agreed services on the specified route, the designated airline of either Contracting Party may, at its own option, omit any intermediate point and point beyond on any or all flights. In such case, however, the Aeronautical Authorities of the other Contracting Party shall be notified to that effect as early as possible.

4. If the designated airline of either Contracting Party desires to operate additional flights on the specified route, it shall submit application to the Aeronautical Authorities of the other Contracting Party, and the flights can be commenced only after approval has been obtained therefrom. Under normal circumstances, such application shall be served seventy-two hours before the departure of the aircraft in question.

5. The Aeronautical Authorities of both Contracting Parties may hold discussions to modify the above-mentioned provisions, and modifications so agreed shall come into force after they have been confirmed through exchange of diplomatic notes.

I have the honour to propose on behalf of the Government of the Federal Republic of Germany that the present note and Your Excellency's note in reply confirming the above on behalf of the Government of the People's Republic of China constitute an agreement between the Government of the Federal Republic of Germany and the Government of the People's Republic of China, which shall enter into force on the same date as the said Civil Air Transport Agreement.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

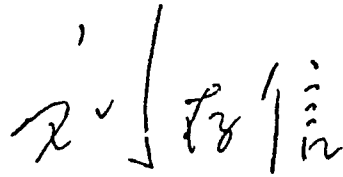
ROLF FRIEDEMANN PAULS
Ambassador Extraordinary and Plenipotentiary of the Federal Republic of Germany in the People's Republic of China

H.E. Mr. Liu Tsun-hsin
Director-General
General Administration of Civil Aviation
of the People's Republic of China

我谨代表中华人民共和国政府确认我们双方已达成上述协议，并同意阁下的照会和本复照构成中华人民共和国政府和德意志联邦共和国政府间的一项协议，此项协议与上述民用航空运输协定同日生效。

顺致最崇高的敬意。

中华人民共和国民用航空总局局长

Handwritten signature in Chinese characters, reading '李季真' (Li Xizhen).

一九七五年十月三十一日于北京

[TRANSLATION¹ — TRADUCTION²]

Peking, October 31st, 1975

Your Excellency,

I have the honour to acknowledge receipt of your note of October 31st, 1975, which reads as follows:

[See note I]

¹ Translation supplied by the Government of the Federal Republic of Germany.

² Traduction fournie par le Gouvernement de la République fédérale d'Allemagne.

On behalf of the Government of the People's Republic of China, I have the honour to confirm that our two parties have reached the above agreement and to agree that Your Excellency's note and this note in reply constitute an agreement between the Government of the People's Republic of China and the Government of the Federal Republic of Germany, which shall come into force on the same date as the said Civil Air Transport Agreement.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

LIU TSUN-HSIN
Director-General
General Administration of Civil Aviation
of the People's Republic of China

H.E. Mr. Rolf Friedemann Pauls
Ambassador Extraordinary and Plenipotentiary
of the Federal Republic of Germany
in the People's Republic of China
