

**No. 17930**

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**FRANCE  
and  
CHINA**

**Air Transport Agreement (with annex and protocol). Signed  
at Paris on 1 June 1966**

**Exchange of notes constituting an agreement amending the  
above-mentioned Agreement. Beijing, 27 July and  
7 September 1973**

**Exchange of notes constituting an agreement further  
amending the above-mentioned Agreement of 1 June  
1966, as amended. Beijing, 3 September and 24 Oc-  
tober 1974**

*Authentic texts: French and Chinese.*

*Registered by France on 31 July 1979.*

## [TRANSLATION — TRADUCTION]

AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA

The Government of the French Republic and the Government of the People's Republic of China, with a view to establishing air transport between the territory of France and the territory of China, have agreed as follows:

*Article 1.* 1. Under this Agreement, each Contracting Party shall grant to the other Contracting Party the right to operate scheduled air services on the air routes specified in the annex to the present Agreement (hereinafter referred to as the "agreed routes").

The right to operate scheduled air services means the right to carry, on the agreed routes, international traffic in passengers, baggage, cargo and mail between the territories of the two Contracting Parties and between the territory of one Contracting Party and that of a third country.

2. The right granted in accordance with paragraph 1 of this article by one Contracting Party to the other Contracting Party shall not include the right to carry traffic from one point in the territory of the first Contracting Party to another point situated in the same territory.

3. In accordance with the principle of mutual respect for sovereignty and territorial integrity, each Contracting Party shall inform the other Contracting Party of the points of entry into and departure from its territory and shall delimit the air space allocated to the agreed routes over its territory.

4. Each Contracting Party shall make available to the other Contracting Party an airport designated by it at each point along the agreed route situated in its territory for the operation of scheduled air services. In order to ensure the safety of flights, it shall designate the corresponding alternate airport to the other Contracting Party.

5. Each Contracting Party shall provide the other Contracting Party, within its territory, with such telecommunication, navigational and other auxiliary services as are required for the safety of flights on the agreed routes.

*Article 2.* 1. The Government of the French Republic designates the national company Air France as its airline, and the Government of the People's Republic of China designates the airline of the General Administration of Civil Aviation of China as its airline, to operate the services on the agreed routes (these companies being hereinafter referred to as "the designated airlines"). Each Contracting Party shall have the right to change its designated airline by informing the other Contracting Party accordingly in writing.

2. The substantial ownership and effective control of the designated airline of each Contracting Party shall be vested in the Government or in persons having the nationality of the country of such Contracting Party.

<sup>1</sup> Came into force on 1 June 1966 by signature, in accordance with article 20.

*Article 3.* 1. Flight frequency, the type of service and the schedule of the services, as well as the type of aircraft used to operate the agreed routes by the designated airlines shall be settled through consultation between these airlines and shall be subject to the approval of the civil aeronautical authorities of the Contracting Parties. Once the designated airline of either Contracting Party has requested that such consultations be held, they shall begin within not more than 60 days from the date on which the request was received by the designated airline of the other Contracting Party. The "civil aeronautical authorities" mentioned in this article and hereinafter shall be, in the case of the French Republic, the Secrétariat général à l'aviation civile and, in the case of the People's Republic of China, the General Administration of Civil Aviation of China or, in both cases, any body authorized to perform the functions now discharged by them.

2. Consultations between the designated airlines of the two Contracting Parties shall be conducted in accordance with the following principles:

(A) The two designated airlines shall enjoy fair and equal opportunities in operating the agreed scheduled services on the agreed routes between the territories of the two Contracting Parties.

(B) In operating these 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 same route, on parallel routes, or on a segment of such routes.

(C) The scheduled services provided by the designated airline of each Contracting Party shall bear close relationship to the requirements of the public for transport on the agreed route; they shall have as their primary objective the provision, based on a reasonable usability factor, of capacity adequate to satisfy the usual and reasonably anticipated requirements for international air traffic from or to the territory of the Contracting Party which has designated the airline.

The capacity to be provided on the agreed routes for the carriage of passengers, baggage, cargo and mail between points in the territory of the other Contracting Party and points in the territory of a third country shall be determined in accordance with the following principles:

- (a) It shall be related to traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- (b) It shall be related to traffic requirements of the areas passed through, after account is taken of scheduled air services provided by other airlines in those areas;
- (c) It shall be related to the requirements of economical long-haul service.

3. Exercise of traffic rights between the territory of one Contracting Party and that of a third country shall be agreed upon by the two Contracting Parties so as to ensure that it conforms with the principles set forth in paragraph 2 of this article.

4. Each Contracting Party shall notify the other Contracting Party at least three months in advance of the inception of its scheduled services.

*Article 4.* 1. The designated airlines of the two Contracting Parties shall, in operating services on the agreed routes, enjoy fair and equal opportunities with respect to the utilization of services provided at airports and en route. The

services thus provided by each Contracting Party—telecommunications, navigational aids, meteorological data and other services—shall be identical to those made available to the designated airline of its own country for flights of the same type.

2. Each Contracting Party shall authorize the civil aeronautical authorities and the designated airline of the other Contracting Party to transmit messages pertaining to air traffic control, navigation, maintenance, seat reservations and the operation of scheduled air services. Such transmissions shall be carried out in accordance with arrangements to be established jointly by the civil aeronautical authorities or the designated airlines of the two Contracting Parties, which shall also agree on the conditions governing the use of telecommunication stations.

The two Contracting Parties agree to use the language agreed upon between them and the relevant section of the international Q code in air-ground radio-telephonic and radiotelegraphic communications and point-to-point radiotelegraphic communications.

*Article 5.* 1. The rates to be charged for the carriage of passengers, baggage and goods on the agreed routes shall be established at a reasonable level, regard being paid to all relevant factors, such as cost of operation, reasonable profit, characteristics of scheduled air service (including speed and accommodation) and the rates charged by other airlines. The rates to be charged on the same or equivalent routes or segments thereof by the designated airlines of the two Contracting Parties for the same category of transport shall be the same minimum rates.

2. The rates referred to in paragraph 1 of this article shall be agreed upon through consultations between the designated airlines of the two Contracting Parties and shall be subject to the review and approval of their respective civil aeronautical authorities. These consultations shall begin within sixty (60) days from the date on which one of the designated airlines has received the request from the other designated airline.

3. Should the designated airlines of the two Contracting Parties not agree on the rates to be established, or if the approval referred to in paragraph 2 of this article is not obtained, the two Contracting Parties shall endeavour to reach agreement on the matter. The rates established by agreement between the two Contracting Parties shall remain in force until a new decision on rates has been taken.

*Article 6.* 1. Any aircraft operated by the designated airline of each Contracting Party on the agreed routes shall bear the nationality and registration marks in use in international air navigation and shall carry the following documents:

- (A) Certificate of registration;
- (B) Certificate of airworthiness;
- (C) Valid licences for each member of the crew;
- (D) Journey log sheet;
- (E) Aircraft radio licence;
- (F) List of crew members;

(G) List of passengers giving their names and places of departure and destination;

(H) Manifest of cargo and mail.

Each Contracting Party shall recognize the validity of the above-mentioned documents issued or deemed valid by the other Contracting Party.

2. The captain and other crew members of any aircraft of the designated airline of a Contracting Party flying on the agreed routes over the territory of the other Contracting Party shall be nationals of the first Contracting Party.

*Article 7.* The charges which a Contracting Party may levy on aircraft of the other Contracting Party for the use of airports and facilities made available for air navigation shall not be higher than the charges paid by its national aircraft engaged in similar international services. The schedule of such charges shall be communicated to the civil aeronautical authorities of the other Contracting Party.

*Article 8.* 1. Every aircraft of the designated airline of a Contracting Party shall, during its flight over the territory of the other Contracting Party, be governed by the latter's laws and regulations concerning civil aircraft operating international services, in respect of entry into and departure from its territory, air traffic operation and practices within its territory, prohibited areas and restricted areas.

2. Every aircraft of the airline of a Contracting Party shall, during its flight within the flight information region of the other Contracting Party, including the high seas, be subject to air traffic control in that region.

3. The laws and regulations in force in each Contracting Party relating to entry, departure, customs, passports, immigration, disease control, quarantine, etc., shall be applicable within its territory to the aircraft of the other Contracting Party, as well as to crew members, passengers, baggage, cargo and mail carried on board. In enforcing the said laws and regulations, each Contracting Party undertakes to avoid any unnecessary delay for the aircraft of the other Contracting Party.

4. In order to ensure compliance with the provisions of this Agreement, the competent authorities of each Contracting Party shall have the right to visit, in their territory, the aircraft of the other Party operated on the agreed routes.

*Article 9.* Each Contracting Party shall, at its airports, apply to the aircraft and their stores of fuel, oil and lubricants, equipment and other property of the other Contracting Party, the same security measures as those applied to similar property of its own designated airline.

*Article 10.* 1. Aircraft operated on the agreed routes by the designated airline of either Contracting Party, as well as their fuel, oil, lubricants, spare parts, standard equipment and aircraft stores shall be exempt from customs duties, inspection fees and other similar duties and charges on arrival in and on departure from the territory of the other Contracting Party; the part of such articles that may be used or consumed by such aircraft in the territory of the other Contracting Party shall also be exempted. The articles to which the said exemption applies may be unloaded only with the approval of the customs authorities of the other Contracting Party and shall, after they have been unloaded, be placed under the supervision of those customs authorities until they are reloaded.

2. Each Contracting Party shall permit the designated airline of the other Contracting Party or its representative to bring into its territory fuels, oil, lubricants, spare parts, standard equipment and aircraft stores intended solely for use on board the aircraft of that airline. Moreover, in accordance with the principle of equality and reciprocity, these items shall be exempt from customs duties, inspection fees and other similar duties and charges, with the exception of fees for services rendered. Aircraft stores of any origin taken on board in the territory of the first Contracting Party shall enjoy the same treatment. They shall be kept under customs supervision up to such time as they are re-exported.

*Article 11.* Each Contracting Party shall grant to the designated airline of the other Contracting Party the right to station a representative and staff at the points of call on the agreed routes in its territory. The representative, staff and local employees shall be nationals of one of the Contracting Parties. Each Contracting Party shall provide the representative and staff of the designated airline of the other Contracting Party with the necessary facilities and shall guarantee their safety.

*Article 12.* Each Contracting Party shall authorize the designated airline of the other Contracting Party, at the latter's request, to convert into French francs or into yuan (JMP) and to transfer the net surplus of receipts over expenditure accumulated in its territory in connection with the operation of the agreed routes.

*Article 13.* The two Contracting Parties shall ensure that their civil aeronautical authorities and their designated airlines maintain contact and co-operate closely so as to guarantee compliance with the principles of this Agreement and implementation of its provisions.

*Article 14.* Before the inception of its scheduled air services on the agreed route, the designated airline of each Contracting Party shall transmit to the civil aeronautical authorities of the other Contracting Party for approval such information as these authorities may require with a view to confirming that the provisions of this Agreement are being duly complied with by that airline.

Each Contracting Party shall ensure that its designated airline provides the civil aeronautical authorities of the other Contracting Party with the statistics relevant to the traffic to or from the territory of each Contracting Party, indicating the points of departure and arrival of such traffic on the agreed routes.

*Article 15.* Each Contracting Party shall have the right to suspend or revoke the authorization to exercise the rights specified in this Agreement granted to the designated airline of the other Contracting Party if the latter Party, or the airline designated by it, fails to comply with the provisions of the Agreement. However, such action shall be taken only after prior consultation between the two Contracting Parties.

*Article 16.* The conditions of carriage, reciprocal representation, the ground services of the two Parties and the provisions concerning accounts shall be determined by a separate arrangement between the designated airlines of the two Contracting Parties, in accordance with the laws, decrees and regulations of their respective Governments.

*Article 17.* 1. Each Contracting Party undertakes to mobilize available technical equipment and to take practical steps to search for and rescue aircraft in distress of the other Contracting Party within its territory. At the same time,

the first Contracting Party shall authorize the other Contracting Party, under the supervision of its competent authorities, to render such assistance as circumstances may require.

2. In cases where an accident of an aircraft of the designated airline of one Contracting Party in the territory of the other Party involves death or serious injury to persons or serious damage to the aircraft, the other Contracting Party shall inform the first Party by the fastest means and carry out an investigation into the accident in accordance with its relevant regulations. The Contracting Party to which the aircraft involved belongs shall have the right to appoint observers to be present at the investigation; the Party responsible for the investigation shall transmit the report and findings of the investigation to the Party to which the aircraft belongs.

*Article 18.* If one Contracting Party deems it necessary to amend this Agreement or its annex, it may request consultations with the other Contracting Party. Such consultations shall first be held between the civil aeronautical authorities of the two Contracting Parties and shall begin within 60 days from the date of receipt of such request. Any amendments upon which the said authorities agree shall enter into force immediately after their confirmation through the diplomatic channel and shall become an integral part of this Agreement.

*Article 19.* Any dispute relating to the interpretation or implementation of this Agreement shall be settled by consultations between the civil aeronautical authorities of the Contracting Parties. Failing such agreement, the dispute shall be submitted to the Contracting Parties for settlement through the diplomatic channel.

*Article 20.* This Agreement shall enter into force on the date of its signature.

Any air transport agreement concluded between France and China prior to the signature of this Agreement shall be deemed null and void.

If one Contracting Party wishes to denounce this Agreement, it may do so at any time by notifying the other Party in writing. The Agreement shall cease to have effect six months after receipt of the written notification, unless the notification is withdrawn by agreement between the two Contracting Parties before the end of such period.

DONE at Paris on 1 June 1966, in two originals, in the French and Chinese languages, both texts being equally authentic.

For the Government  
of the French Republic:

[HERVÉ ALPHAND]

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

[CHEN TOU]

#### ANNEX

*French route.* From France via Tirana or Athens, Cairo, Tehran (optional), Karachi, Phnom Penh to Shanghai and vice versa.

*Chinese route.* From China via a point in Pakistan, Tehran (optional), Baghdad or Damascus, Cairo, Tirana, to Paris and vice versa.

## PROTOCOL

During the negotiations, held at Paris from 9 May to 1 June 1966, and which resulted in the signing on today's date of the Air Transport Agreement between the Government of the French Republic and the Government of the People's Republic of China, the two delegations agreed on the following provisions relating to the implementation of articles 3 and 16 of the aforesaid Agreement and of its annex:

(1) *Article 3*

*Paragraph 2 (A).* The designated airlines of the two Contracting Parties shall take appropriate action to maintain the balance of paid traffic carried by their scheduled services between their territories.

*Paragraph 3.* The civil aeronautical authorities of one Contracting Party may, on a route segment between the territory of that Contracting Party and the territory of a third country served by its designated airline or by the airline of such third country, regulate the traffic from its territory and bound for the territory of the third country in accordance with the following principles:

- (a) Such traffic shall be carried primarily by the designated airline of that Contracting Party and by the airline of the third country;
- (b) The designated airline of the other Contracting Party shall have the right to carry such traffic, but only to the extent that such traffic is of a secondary nature in relation to its total traffic on departure from the territory of the first Contracting Party;
- (c) For the purpose of implementing this regulation, the civil aeronautical authorities of each Contracting Party shall take into account the requirements of passengers and consignors with respect to the conditions and facilities of carriage.

The foregoing provisions shall be reviewed periodically by the civil aeronautical authorities of the two Contracting Parties and may be amended by agreement between these authorities should one of them so request.

(2) *Article 16*

In accordance with the provisions of article 16 of the Agreement, the designated airline of each Contracting Party may engage in appropriate publicity and commercial advertising announcements within the territory of the other Contracting Party, through and with the assistance of the designated airline of that other Party.

(3) *Annex: agreed routes*

Intermediate points in third countries may be changed by agreement between the Contracting Parties.

This Protocol shall constitute an integral part of the Air Transport Agreement between the Government of the French Republic and the Government of the People's Republic of China signed on today's date.



DONE at Paris on 1 June 1966 in two originals in the French and Chinese languages, both texts being equally authentic.

For the Government  
of the French Republic:

[HERVÉ ALPHAND]

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

[CHEN TOU]

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## [TRANSLATION — TRADUCTION]

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA AMENDING THE AIR TRANSPORT AGREEMENT OF 1 JUNE 1966<sup>2</sup>

## I

Beijing, 27 July 1973

The Embassy of France presents its compliments to the Ministry of Foreign Affairs and has the honour to inform it as follows:

In the course of consultations between the French and Chinese aeronautical authorities, held at Beijing from 10 to 21 July 1973, in implementation of the provisions of article 18 of the Air Transport Agreement between France and China signed at Paris on 1 June 1966,<sup>2</sup> the French and Chinese delegations have agreed as follows:

## 1.

In accordance with article 18 of the Air Transport Agreement on Air Services between France and China signed on 1 June 1966, the two Parties have agreed to amend the annex to that Agreement as follows:

1. The routes to be operated in both directions by the designated airline of the Government of the People's Republic of China shall be as follows: points in China, Karachi, Kandahar, Tehran, Baghdad or Damascus or Beirut, Ankara, Bucharest, Tirana, Cairo or Athens or Rome, a point in Europe,<sup>(\*)</sup> Paris and/or another point in France, London and other points beyond to be determined by agreement between the civil aeronautical authorities of the two Contracting Parties.

2. The routes to be operated in both directions by the designated airline of the Government of the French Republic shall be as follows: points in France, Athens or Istanbul, Cairo, Damascus or a point in the Gulf,<sup>(\*)</sup> Tehran or Kandahar, Karachi, Islamabad, a point in India<sup>(\*)</sup> or Kathmandu, Rangoon, a point in South-East Asia,<sup>(\*)</sup> Beijing and/or Shanghai, Tokyo and other points to be determined by agreement between the civil aeronautical authorities of the two Contracting Parties.

(\*) To be determined by agreement between the civil aeronautical authorities of the two Contracting Parties.

3. The aircraft of the designated airlines of both Contracting Parties may, in operating the agreed services on the specified routes, omit calling at any intermediate point and point beyond on their respective routes. In such cases, notification to that effect shall be given as promptly as possible.

4. Where the designated airline of either Contracting Party desires to operate special or charter flights from or to the territory of the other Contracting Party, the civil aeronautical authorities of the first Contracting Party shall, at least five days

<sup>1</sup> Came into force on 7 September 1973, with retroactive effect from 27 July 1973.

<sup>2</sup> See p. 184 of this volume.

prior to the flight date, submit a request to the civil aeronautical authorities of the other Contracting Party; the latter authorities shall ensure that the formalities pertaining to the authorization are complied with and shall be responsible for replying to the civil aeronautical authorities of the first Contracting Party.

In the light of the foregoing amendments, the original annex to the above-mentioned Agreement is hereby annulled.

## II.

In accordance with article 18 of the Air Transport Agreement between France and China signed on 1 June 1966, the two Parties have agreed to modify and amend the text of certain articles of the above-mentioned Agreement as follows:

1. Paragraphs 1 and 2 of article 1 of the above-mentioned Agreement shall be deleted and replaced by new paragraphs 1, 2 and 3. The original paragraphs 3, 4 and 5 shall become paragraphs 4, 5 and 6. The new paragraphs 1, 2 and 3 shall read as follows:

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 routes specified in the annex to this Agreement, hereinafter referred to as the "specified routes", for the international carriage of passengers, baggage, cargo and mail.

2. Subject to the provisions of this Agreement, the designated airline of each Contracting Party shall enjoy the following rights when operating the agreed services on the specified routes:

- (a) To overfly without landing the territory of the other Contracting Party, subject to the approval of its seasonal schedules by the civil aeronautical authorities of the other Contracting Party;
- (b) To land for non-traffic purposes in the territory of the other Contracting Party, subject to the approval of its seasonal schedules by the civil aeronautical authorities of the other Contracting Party;
- (c) To make stops at the points on the routes specified in the annex to this Agreement, in the territory of the other Contracting Party for the purpose of putting down and taking on international traffic in passengers, baggage, cargo and mail from or to the territory of the first Contracting Party or a third country.

3. The rights granted under paragraph 1 of this article by one Contracting Party to the other shall not include the right to carry traffic originating in or stopping over at a point in the territory of the first Contracting Party, and bound for another point in the same territory.

2. The following text shall be added to article 3, paragraph 2 (A), of the aforesaid Agreement:

" . . . and shall take steps to balance the paid traffic carried by their scheduled services between their territories."

3. Article 3, paragraph 3, of the aforesaid Agreement shall be deleted. Paragraph 4 of that article thus becomes paragraph 3.

4. The following subparagraph shall be inserted after the last sentence of article 6, paragraph 2, of the aforementioned Agreement:

If the designated airline of one Contracting Party wishes to hire nationals of third countries as crew members on agreed services on the specified routes, that Contracting Party shall first secure the agreement of the other Contracting Party through the diplomatic channel.

5. The following paragraph shall be added to article 16 of the aforesaid Agreement:

The designated airline of each Contracting Party may engage in appropriate commercial advertising within the territory of the other Contracting Party, through and with the assistance of the designated airline of that Party.

6. The entire text of article 18 of the aforesaid Agreement shall be amended to read as follows:

If one Contracting Party deems it necessary to change or amend this Agreement, it may request consultations with the other Contracting Party; such consultations may first be held between the civil aeronautical authorities of the two Contracting Parties and shall begin within 60 days from the date of receipt of such request by the other Contracting Party. Any amendment or change so agreed shall enter into force after it is confirmed through the diplomatic channel and shall become an integral part of this Agreement.

The civil aeronautical authorities of the two Contracting Parties may, by agreement, directly establish or change one or more intermediate points or points beyond on the routes specified in the annex to this Agreement.

7. The Protocol signed on 1 June 1966 and annexed to the aforesaid Agreement is consequently annulled.

### III.

1. The Chinese Party agrees to Air France's inauguration of its services to Peking in early September 1973. The Chinese Party states that it will assist Air France when the latter establishes its office in Peking and starts operating its services to that city.

The French Party will welcome the earliest possible operation by CAAC of its services to Paris. The French Party states that it will assist CAAC when the latter establishes its office in Paris and starts operating its services to that city. The Chinese Party will inform the French Party of the precise date on which it will start operating the services at least one month in advance.

2. The Chinese Party states that, with a view to accommodating the interests of Air France, beginning on the date on which the French company starts operating services to Beijing, Air France aircraft operating services to Beijing may fly on the existing route via Kunming and Wuhan (without stops at those two points), and may thence fly directly to Beijing. The Chinese Party will supply the appropriate aeronautical data as soon as possible.

3. The two Parties have agreed that the designated airline of each Contracting Party may operate three weekly flights (mixed or cargo only) on the specified routes. The date on which the aforementioned flights are to start operating shall be determined through consultations between the designated airlines of the two Contracting Parties, having regard to traffic demands and the principle of equality.

### IV.

The two Parties agree that the above-mentioned points on which they have reached agreement, namely, changes in the routes between France and China and amendments to the text of the articles of the Air Transport Agreement between France and China, as well as related matters, shall be submitted to their respective Governments as soon as possible and confirmed by an exchange of diplomatic notes.

The French Embassy has the honour to inform you that the foregoing provisions are fully acceptable to the French Government. If the Government of the People's Republic of China also concurs therewith, the Embassy of France has the honour to propose to the Ministry of Foreign Affairs that this Note together with the reply thereto from the Ministry of Foreign Affairs of the People's Republic

lic of China shall constitute the Exchange of Notes referred to in article 18 of the aforesaid Agreement of 1 June 1966, and shall take effect from today's date.

The French Embassy take this opportunity, etc.

Ministry of Foreign Affairs of the People's  
Republic of China  
Beijing

## II

Peking, 7 September 1973

The Ministry of Foreign Affairs of the People's Republic of China has the honour to acknowledge receipt of the following Note from the Embassy of the French Republic dated 27 July 1973:

*[See note I]*

The Ministry of Foreign Affairs of the People's Republic of China has the honour to inform the Embassy as follows: The Government of the People's Republic of China fully accepts the content of the Note from the Embassy and confirms that this reply together with the Embassy's Note shall constitute an integral part of the Air Transport Agreement between China and France signed on 1 June 1966.

The Ministry of Foreign Affairs, etc.

Embassy of the French Republic  
Beijing

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## [TRANSLATION — TRADUCTION]

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA FURTHER AMENDING THE AIR TRANSPORT AGREEMENT OF 1 JUNE 1966, AS AMENDED<sup>2</sup>

## I

## EMBASSY OF FRANCE IN CHINA

## BEIJING

3 September 1974

No. 446/DEO

The Embassy of France presents its compliments to the Western European Office of the Ministry of Foreign Affairs of the People's Republic of China and has the honour to inform it as follows:

The annex to the Air Transport Agreement between France and China signed on 1 June 1966 in Paris, as amended by the Exchange of Notes of 27 July and 7 September 1973,<sup>2</sup> specifies the routes to be operated in both directions by the airline designated by the Government of the French Republic as follows:

Points in France: Athens or Istanbul, Cairo, Damascus or a point in the Gulf,<sup>(\*)</sup> Tehran or Kandahar, Karachi, Islamabad, a point in India,<sup>(\*)</sup> or Kathmandu, Rangoon, a point in South-East Asia,<sup>(\*)</sup> Beijing and/or Shanghai, Tokyo and other points to be determined by agreement between the civil aeronautical authorities of the two Contracting Parties.

\* To be determined by agreement between the civil aeronautical authorities of the Contracting Parties.

In implementing these provisions, the national company, Air France, intends shortly to extend its present Paris-Beijing route to Osaka and Tokyo.

The Embassy of France therefore has the honour to propose to the Ministry of Foreign Affairs that Osaka should be considered one of the "points to be determined by agreement".

If this proposal is acceptable to the Chinese Government, the Embassy has the honour to propose that this note together with the reply thereto from the Ministry shall constitute an agreement between the two Governments on these amendments to the annex, in accordance with article 18 of the Agreement.

The Embassy of France takes this opportunity, etc.

Ministry of Foreign Affairs of the People's  
Republic of China  
Western Europe Office  
Beijing

<sup>1</sup> Came into force on 24 October 1974 by the exchange of the said notes.

<sup>2</sup> See pp. 184 and 192 of this volume.

## II

Beijing, 24 October 1974

Note No. 548 (74) European Office

The Ministry for Foreign Affairs of the People's Republic of China presents its compliments to the Embassy of the French Republic in China and, with reference to Note No. 446/DEO from the Embassy of France in China dated 3 September 1974, has the honour to reply as follows:

The Government of the People's Republic of China agrees to the request in the aforementioned note from the Embassy of the French Republic in China to the effect that Osaka should be considered "another point to be determined by agreement between the civil aeronautical authorities of the two Contracting Parties" and agrees to the airline Air France's extension of its current Paris-Beijing route to Osaka and Tokyo.

The Chinese Government agrees that the aforementioned note from the Embassy of the French Republic in China together with this reply shall become an integral part of the amended annex, in accordance with article 18 of the Agreement.

The Ministry of Foreign Affairs, etc.

Embassy of the French Republic  
in China

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