

No. 20538

**SWEDEN
and
CHINA**

**Agreement on maritime transport. Signed at Beijing on
18 January 1975**

*Authentic texts: Swedish, Chinese and English.
Registered by Sweden on 30 October 1981.*

**SUÈDE
et
CHINE**

**Accord relatif au transport maritime. Signé à Beijing le
18 janvier 1975**

*Textes authentiques : suédois, chinois et anglais.
Enregistré par la Suède le 30 octobre 1981.*

AGREEMENT¹ ON MARITIME TRANSPORT BETWEEN THE GOVERNMENT OF SWEDEN AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA

The Government of Sweden and the Government of the People's Republic of China, for the purpose of further developing the friendly relations between the two countries and of strengthening their cooperation in the field of maritime transport, have, in accordance with the principles of equality and mutual benefit, agreed as follows:

Article 1. For the purpose of this Agreement:

The term "vessel of either Contracting Party" shall mean a merchant vessel flying the national flag of Sweden or the national flag of the People's Republic of China.

Article 2. Vessels of either Contracting Party are entitled to sail between the ports of the two countries open to foreign trade, and to engage in passenger and cargo services between the two countries or either country and a third country.

Vessels flying the national flags of third countries and operated by the shipping companies of either Party shall be accorded the same right, if the competent authorities of the Contracting Parties do not object.

Article 3. Neither Contracting Party shall, within the framework of international maritime transport, take any action which would constitute flag discrimination against vessels of the other Party or those of countries acceptable to both Parties.

Article 4. The vessels and crew members of one Contracting Party shall observe the relevant laws, rules and regulations of the other Party during their stay in the latter's territory.

Article 5. Both Contracting Parties shall mutually grant most-favoured-nation treatment to vessels referred to in Article 1 of the present Agreement and to their crew members holding identity documents mentioned in Article 11 in the collection of various taxes, dues and charges on the vessel, the execution of customs formalities, quarantine requirements, frontier inspections and port formalities or regulations; berthing alongside or mooring at anchorage, shifting berths, loading and discharging, embarkation and disembarkation of passengers, transshipment of cargo; as well as in the furnishing of supplies required by the vessel, crew and passengers as long as vessels of one Party sail in the territorial waters of the other Party or enter, clear or stay in the ports thereof.

Port facilities, including those for loading, discharging, stacking and storage purposes on wharf, shore and water as well as navigational aids and pilotage services at ports of one Contracting Party shall be furnished to the vessels of the other Party under the terms of the most-favoured-nation treatment.

The provisions of this Article shall not apply to the benefits, favours, privileges and immunities resulting from any existing or future customs unions or

¹ Came into force on 18 January 1975 by signature, in accordance with article 15.

similar international agreement to which either of the Contracting Parties is or may become a Party.

Article 6. The Contracting Parties shall, within the limits of their national laws and port regulations, adopt all appropriate measures to facilitate and expedite maritime traffic, to prevent delays to vessels and to simplify and expedite the performance of customs and other formalities required.

Article 7. The provisions of the present Agreement shall not apply to cabotage. When a vessel of one Contracting Party sails from one port of the other Party to another for discharging inward cargo and/or disembarking passengers from abroad or loading outward cargo and/or embarking passengers for a foreign country, it shall not be regarded as cabotage.

Article 8. The Contracting Parties shall mutually recognize the nationalities of vessels on the basis of the Certificate of Registry duly issued by the competent Authorities of either Party in compliance with its relevant laws and regulations.

The Contracting Parties shall mutually recognize the Tonnage Certificate and other certificates or documents of ships duly issued by the competent Authorities of the other Party—or those of third countries recognized by one Party and met with no objection from the other Party—without remeasuring the vessel concerned. All port charges and expenses shall be collected on the basis of these documents.

Article 9. The Contracting Parties agree that neither Party shall impose any form of taxation on income and other revenues derived from maritime transport undertaken by the shipping enterprises of the other Party.

Article 10. Should a vessel of either Contracting Party be involved in a maritime accident or encounter any other danger in the territorial waters or ports of the other Party, the latter shall ensure that all possible assistance and attention be given to the vessel, crew, cargo and passengers in danger and that the appropriate Authorities of the Party concerned are notified in the quickest way. No discrimination shall be exercised in the collection of charges incurred.

Where cargo on board a vessel of one Contracting Party involved in a maritime accident needs to be discharged and stored temporarily on the shore of the other Party for carrying back to the country of shipment or to a third country, that other Party shall provide all facilities required. Such cargo shall be exempt from all customs duties, dues and taxes.

Article 11. Each Contracting Party shall recognize the identity documents of the crew duly issued by the competent Authorities of the other Party. Those issued by Sweden shall be the "Passport" or "Seaman's Book", while those issued by the People's Republic of China shall be the "Seaman's Book".

For crew members of third countries working on board vessels of either Contracting Party, each Party shall recognize the identity documents issued by the competent Authorities of such countries acceptable to that Party.

Crew members on board the vessel holding recognized documents shall be permitted to go ashore and stay in the city or town of the other Party where the port is located, in accordance with the relevant regulations in force in the country of stay.

If any member of the crew must be hospitalized in the territory of the other Contracting Party, the competent Authorities of that Party shall give permission for him to stay for the necessary length of time.

Article 12. Crew members holding recognized documents referred to in Article 11 of the present Agreement may, for the purpose of repatriation, for proceeding to another port to join a vessel, or for any other reason acceptable to the competent Authorities of the other Party, travel through the territory of that Party, after such documents have been visaed by the competent Authorities of that Party.

The above said visas shall be issued by the competent Authorities of the Party concerned within the shortest possible time, and the period of validity of the visas shall be determined by the competent Authorities who issue such visas.

Article 13. During the stay of the vessels of one Contracting Party at the ports of the other Party, the diplomatic or consular officials of the former Party and the crew members of the vessel of that Party are entitled to contact and to meet each other after due performance of the relevant formalities in force in the country of stay.

Article 14. In order to promote the development of maritime transport of both countries and to deal with matters of mutual interest arising from the implementation of the present Agreement, special representatives shall be appointed by the competent Authorities of both Parties to meet at the date and place mutually agreed upon.

Article 15. This Agreement shall enter into force from the date of signing.

If either Contracting Party wishes to terminate the present Agreement, it shall notify the other Party in writing, and the present Agreement shall be terminated six months after the date of receipt of such notification by the other Party.

DONE at Peking on the 18th of January of the year 1975, in duplicate. Each copy has been done in Swedish, Chinese and English, all three texts being equally valid.

[Signed]

KAJ BJÖRK
Representative of the Government
of Sweden

[Signed]

YU MEI
Representative of the Government
of the People's Republic of China