

**No. 21150**

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**BELGIUM  
and  
CHINA**

**Agreement relating to civil air transport (with annex).  
Signed at Beijing on 20 April 1975**

*Authentic texts: English and Chinese.*

*Registered by Belgium on 21 July 1982.*

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**BELGIQUE  
et  
CHINE**

**Accord relatif aux transports aériens civils (avec annexe).  
Signé à Beijing le 20 avril 1975**

*Textes authentiques : anglais et chinois.*

*Enregistré par la Belgique le 21 juillet 1982.*

## AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE KINGDOM OF BELGIUM AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA RELATING TO CIVIL AIR TRANSPORT

The Government of the Kingdom of Belgium and the Government of the People's Republic of China, with a view to facilitating the friendly contacts between the peoples of Belgium and China, 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 cooperation, and with regard to the establishment and operation of scheduled air services between and beyond their respective territories,

Have agreed as follows:

*Article 1.* For the purpose of the present Agreement:

1) The term "Aeronautical Authorities" means, in the case of the Kingdom of Belgium, the Administration of Civil Aviation and, in the case of the People's Republic of China, the General Administration of Civil Aviation of China, or in both cases, any authorities or body authorized to perform the functions presently exercised by the said Authorities;

2) The term "designated airline" means an airline which has been designated and authorized in accordance with the provisions of Article 3 of the present Agreement;

3) The term "air service" means any scheduled air service performed by aircraft for the public transport of passengers, baggage, cargo or mail;

4) The term "international air service" means an air service which passes through the air space over the territory of more than one State;

5) The term "airline" means any air transport enterprise operating international air services;

6) The term "stop for non-traffic purposes" means a technical stop for any purpose other than taking on or discharging passengers, baggage, cargo or mail;

7) 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.

*Article 2.* 1. Each Contracting Party grants to the other Contracting Party the right to establish and operate scheduled air services (hereinafter referred to as "the agreed services") on the route specified in the Annex to the present Agreement (hereinafter referred to as "the specified route") for carriage of international passengers, baggage, cargo and mail.

2. Subject to the provisions of the present Agreement, aircraft of the designated airline of each Contracting Party operated on the agreed services over the specified route shall enjoy the following rights:

1) To overfly without landing the territory of the other Contracting Party along the airway prescribed by the Aeronautical Authorities of the other Contracting Party after approval of the seasonal schedule of the said airline has been obtained from the said Authorities;

<sup>1</sup> Came into force on 20 April 1975 by signature, in accordance with article 19.

- 2) Subject to the approval of the Aeronautical Authorities of the other Contracting Party, to make stops for non-traffic purposes at the point on the specified route in the territory of the other Contracting Party;
- 3) To make stops at the point on the specified route 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. However, the right to carry traffic in international passengers, baggage, cargo and mail between the point on the specified route in the territory of the other Contracting Party and the beyond points shall not be exercised until such time when the designated airlines of both Contracting Parties extend their agreed services to any of the beyond points on their respective specified routes.

3. Each Contracting Party shall notify the other Contracting Party at least sixty (60) days in advance of the date of the commencement of operation of the agreed services by its designated airline.

*Article 3.* 1. Each Contracting Party shall have the right to designate, by a diplomatic note to the other Contracting Party, one airline to operate the agreed services on the route specified in the Annex to the present Agreement.

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 designation, 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 authorization.

*Article 4.* 1. Each Contracting Party shall have the right to revoke the operating authorization already granted to the designated airline of the other Contracting Party, or to suspend the exercise of the rights specified in Article 2, paragraph 2 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:

- 1) 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
- 2) Where that airline fails to comply with the laws or regulations of the Contracting Party granting these rights; or
- 3) 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 or regulations, such right shall be exercised only after consultation with the other Contracting Party.

*Article 5.* The laws and regulations of either Contracting Party relating to the admission to, stay in, departure from and navigation 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 with information relevant to the above-mentioned laws and regulations in time.

*Article 6.* 1. Aircraft operated on the specified route by the designated airline of either Contracting Party as well as the regular equipment, spare parts, fuel, oils, lubricants and aircraft stores retained on board the aircraft shall be exempt on a basis of reciprocity from any customs duties, inspection fees and other duties and charges by the other

Contracting Party on arrival in and departure from the territory of the other Contracting Party. The above-mentioned articles may be unloaded in the territory of the other Contracting Party only after approval has been obtained from the customs authorities of the other Contracting Party.

2. The fuel, oils, lubricants and aircraft stores replenished to or taken on board its aircraft by the designated airline of the first Contracting Party in the territory of the other Contracting Party in accordance with the latter's regulations for the operation of the specified route shall be exempt on a basis of reciprocity from any customs duties, inspection fees and other duties and charges by the other Contracting Party.

3. Regular airborne equipment, spare parts, fuel, oils, lubricants and aircraft stores introduced into the territory of the other Contracting Party by the designated airline of the first Contracting Party solely for use by its aircraft operated on the specified route shall also be exempt on a basis of reciprocity from customs duties, inspections fees and other duties and charges by the other Contracting Party.

4. The articles unloaded in the territory of the other Contracting Party as mentioned in paragraph 1 of this Article as well as the articles introduced into the said territory as mentioned in paragraph 3 of this Article shall be kept under supervision and control of the customs authorities of the other Contracting Party subject to storage charges as per the regulations of the said customs authorities, and shall not be sold or used for other purposes in the above-mentioned territory until such time as they are reexported or disposed of in accordance with the regulations of the said customs authorities.

*Article 7.* 1. Each Contracting Party shall designate in its territory regular airport and alternate airports 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.

2. The designated airline of one Contracting Party shall be charged for the use of airport, equipment and technical services of the other Contracting Party at the fair and reasonable rates prescribed by the appropriate authorities of the other Contracting Party.

*Article 8.* 1. The designated airlines of both Contracting Parties shall have fair and reasonable opportunities in operating the agreed services on the specified routes.

2. Matters relating to the operation of the specified routes, i.e., frequency, type of aircraft, schedule, sales representation and ground handling, shall be agreed upon through consultation between the designated airlines of both Contracting Parties. Frequency, type of aircraft and schedule so agreed upon shall be subject to the approval of their respective Aeronautical Authorities.

3. 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.

4. The agreed services provided by the designated airlines of both Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to satisfy the current and reasonably anticipated requirements for the carriage of passengers, baggage, cargo and mail originating 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 route in the territory of a third country shall be made in accordance with the general principle that capacity shall be related to:

- 1) Traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- 2) Traffic requirements of the area through which the agreed service passes, after taking into account the other air services established by airlines of other States comprising the area; and
- 3) The requirements of through airline operation.

*Article 9.* 1. The tariffs to be applied by the designated airlines of both Contracting Parties on the specified routes between the territories of both Contracting Parties 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.

2. The tariffs referred to in paragraph 1 of this Article shall be agreed upon through consultation between the designated airlines of both Contracting Parties.

3. The tariffs so agreed shall be submitted to the respective Aeronautical Authorities of both Contracting Parties for approval at least sixty (60) days before the proposed date of their introduction.

In special cases, this period may be shortened subject to the agreement of the said Authorities.

4. If a tariff cannot be agreed between the designated airlines of both Contracting Parties in accordance with the provisions of paragraph 2 of this Article, or if the Aeronautical Authorities of one Contracting Party give the Aeronautical Authorities of the other Contracting Party notice of their disapproval of a tariff agreed in accordance with the provisions of paragraph 2 of this Article, the Aeronautical Authorities of the two Contracting Parties shall endeavour to determine the tariff through mutual consultation.

5. If the Aeronautical Authorities of the two 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 15 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.

*Article 10.* 1. Each Contracting Party agrees to grant exemption of all forms of taxation on the revenue and income derived in its territory from international air transportation by the designated airline of the other Contracting Party.

2. The excess of receipts over expenditure 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.

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

*Article 11.* The Aeronautical Authorities of each Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party, at their request, statistics relevant to the traffic to or from the territory of the other Contracting Party carried on the agreed services of the designated airline of the first Contracting Party.

*Article 12.* 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 citizens of the Kingdom of Belgium and those of the People's Republic of China, and the number of staff shall be agreed upon through consultation 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 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.

*Article 13.* 1. Aircraft of the designated airline of each Contracting Party operated on the specified route shall bear the nationality and registration marks of such Contracting Party and carry on board the following documents:

- 1) Certificate of registration;
- 2) Certificate of airworthiness;
- 3) Journey log sheet;
- 4) Aircraft radio station licence;
- 5) Licences or certificates for each member of the crew;
- 6) List of passengers giving the places of their departure and destination, if passengers are carried;
- 7) Manifest of cargo and mail, if cargo and mail are carried;
- 8) General declaration.

Each Contracting Party shall recognize the above-mentioned valid certificates and licences issued by the other Contracting Party.

2. 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 either Contracting Party desires to utilize crew members of other nationalities for the operation of the specified route, approval shall be obtained from the other Contracting Party.

*Article 14.* 1. In case where the aircraft of the designated airline of one Contracting Party meets with an accident in the territory of the other Contracting Party, the other Contracting Party shall instruct its appropriate authorities to immediately inform the Aeronautical Authorities of the first Contracting Party of the details of the accident 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:

- 1) Immediately provide search and rescue operation;
- 2) Protect evidences and secure the safety of the aircraft and its contents;
- 3) Carry out investigation into the accident;
- 4) Permit the representatives of the first Contracting Party access to the aircraft and participate in the investigation;
- 5) Release the aircraft and its contents as soon as they are no longer necessary for the investigation;
- 6) Communicate in writing to the Aeronautical Authorities of the first Contracting Party the results of the investigation.

The normal expenses incurred in connection with the above-mentioned investigation shall be borne by the Party in whose territory the accident has occurred.

*Article 15.* Both Contracting Parties shall ensure the correct implementation of the present Agreement in a spirit of close cooperation and mutual support. If any difference of opinion arises in respect of the interpretation or implementation of the present Agreement, the designated airlines of both Contracting Parties shall endeavour to settle it directly through consultation in a spirit of friendly cooperation and mutual understanding. Failing to reach agreement, the Aeronautical Authorities of both Contracting Parties shall settle it through consultation. If agreement still cannot be reached, the Contracting Parties shall settle it through diplomatic channels.

*Article 16.* If either of the Contracting Parties considers it desirable to modify or amend any provisions of the present Agreement or its Annex, it may at any time request consultation with the other Contracting Party and such consultation shall begin within a period of sixty (60) days from the date of receipt of the request by the other Contracting Party.

Any modification or amendment to the present Agreement or its Annex shall come into force when they have been confirmed through exchange of notes between the two Contracting Parties.

*Article 17.* The Annex to the present Agreement and the notes exchanged in connection hereto shall be an integral part of the present Agreement.

*Article 18.* Either Contracting Party may at any time give notice to the other Contracting Party of its desire 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 subject to the concurrence of the other Contracting Party.

*Article 19.* The present Agreement shall come into force from the date of its signature.

DONE at Peking on April 20th, 1975, in duplicate in the English and Chinese languages, both texts being equally authentic.

For the Government  
of the Kingdom of Belgium :

[Signed]  
R. VAN ELSLANDE

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

[Signed]  
CHIAO KUAN HUA

## ANNEX

### I. Routes

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

Brussels–Leningrad and/or Moscow and/or Novosibirsk and/or Irkutsk–Peking–Tokyo–another point beyond to be agreed upon between the Aeronautical Authorities of both 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–Karachi–Teheran—one point in the Middle East—two points in Europe–Brussels—one point in the American Continent—another point in the American Continent to be agreed upon between the Aeronautical Authorities of both Contracting Parties.

## II. *Right of omission*

Aircraft of the designated airlines of both Contracting Parties operated on the agreed services over the specified routes may omit calling at any intermediate point and beyond point. However, soonest possible notification to this effect is required.

## III. *Charter and additional flights*

1. In case where the designated airline of either Contracting Party desires to operate charter flights to and from the territory of the other Contracting Party, the Aeronautical Authorities of the first Contracting Party shall submit a request to the Aeronautical Authorities of the other Contracting Party which shall attend to clearance formalities from the appropriate authorities of its country and give reply to the former.

2. In case where the designated airline of either Contracting Party desires to operate additional flights on the specified route, it shall, under normal circumstance, submit a request to the Aeronautical Authorities of the other Contracting Party forty-eight (48) hours before the departure of the aircraft in question, and the flight can be commenced only after approval has been obtained therefrom.

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