

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE
CANBERRA

**AGREEMENT BETWEEN THE GOVERNMENT OF AUSTRALIA
AND
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
RELATING TO AIR SERVICES**

(Canberra, 23 March 2004)

Not yet in force
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**AGREEMENT BETWEEN
THE GOVERNMENT OF AUSTRALIA
AND
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
RELATING TO AIR SERVICES**

The Government of Australia and the Government of the People's Republic of China,
hereinafter referred to as the Contracting Parties,

Being parties to the Convention on International Civil Aviation opened for signature at
Chicago, on the 7th day of December 1944,

Desiring to conclude an agreement on air services,

Have agreed as follows:

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ARTICLE 1

Definitions

For the purpose of this Agreement, unless otherwise stated:

- (a) “Aeronautical authorities” means, for each Contracting Party the authority or authorities as notified in writing from time to time by one Contracting Party to the other Contracting Party;
- (b) “Agreed services” means air services on the specified routes in the Annex to this Agreement for the carriage of passengers, baggage, cargo and mail separately or in combination;
- (c) “Agreement” means this Agreement and the Annex attached thereto;
- (d) “Cargo” includes mail;
- (e) “Convention” means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes:
 - (i) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time in force for both Contracting Parties; and
 - (ii) any amendment which has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties;
- (f) “Designated airlines” means an airline or airlines designated and authorized in accordance with Article 2 (Designation) and 4 (Authorization) of this Agreement;
- (g) “Ground handling” includes but is not limited to passenger, cargo and baggage handling, and the provision of catering facilities;
- (h) “Specified route” means a route specified in the Annex to this Agreement;
- (i) “Tariffs” means any fare, rate or charge for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air transportation, including transportation on an intra-or interline basis, charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;
- (j) “Air service”, “International air service”, “Airline” and “Stop for non-traffic purposes” have the meaning respectively assigned to them in Article 96 of the Convention.

- (k) "Territory" in regard of a State means the land areas and territorial waters adjacent and airspace thereabove under the sovereignty of that state.

ARTICLE 2

Designation

Each Contracting Party shall have the right to designate as many airlines as it wishes to operate the agreed services in accordance with this Agreement, and to withdraw or alter such designations. Such designations shall be transmitted to the other Contracting Party in writing through diplomatic channels, and shall identify whether the airline is authorized to conduct international air transportation. A designated airline may be either an operating airline or a marketing (non-operating) airline, or both.

ARTICLE 3

Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its designated airlines to establish and operate international air service on the routes specified in the Annex.
2. Subject to the provisions of this Agreement, the designated airlines of each Contracting Party shall enjoy the following rights:
 - (a) the right to fly without landing across the territory of the other Contracting Party;
 - (b) the right to make stops in the territory of the other Contracting Party for non-traffic purposes; and
 - (c) the right to land in the territory of the other Contracting Party for the purposes of taking on board and discharging international traffic in passengers and cargo while operating an agreed service.
3. The airlines of each Contracting Party, other than those designated under Article 2 (Designation) of this Agreement, shall also enjoy the rights specified in Paragraphs 2(a) and (b) of this Article.
4. Nothing in paragraph 2 of this Article shall be deemed to confer on the designated airline of one Contracting Party the privilege of uplifting in the territory of the other Contracting Party, passengers and cargo, carried for remuneration or hire and for discharge at another point in the territory of that other Contracting Party.

5. At points in the specified routes, each of the designated airlines shall have the right to use all airways, airports and other facilities provided by the Contracting Parties on a non-discriminatory basis.
6. If because of armed conflict, political disturbances or developments, or special and unusual circumstances, the designated airlines of one Contracting Party are unable to operate a service on their normal routes, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of such routes as is mutually decided by the Contracting Parties.

ARTICLE 4

Authorization

1. On receipt of a designation pursuant to Article 2 (Designation), and of applications from a designated airline, in the form and manner prescribed for operating authorizations and technical permissions relating to the operation and navigation of the aircraft, the other Contracting Party shall grant appropriate authorizations without delay, provided that:
 - (a) the substantial ownership and effective control of the airline designated by each Contracting Party shall remain vested in such Contracting Party or its nationals;
 - (b) the airline is qualified to meet the conditions prescribed under the laws, regulations and rules normally and reasonably applied to the operation of international air transportation by the Contracting Party considering the application or applications, in conformity with the provisions of the Convention;
 - (c) operating and marketing airlines hold the necessary operating permits, whether or not they are the operator of the airline offering air transportation;
 - (d) the Contracting Party designating the airline is maintaining and administering the standards set forth in Article 8 (Safety) and Article 9 (Aviation Security) of this Agreement.
2. When an airline has been so designated and authorized it may commence international air transportation, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 5
Revocation and Limitation of Authorization

1. Either Contracting Party may withhold, revoke, suspend or limit the operating authorizations or technical permissions of an airline designated by the other Contracting Party, at any time, if the conditions specified in Article 4 (Authorization) are not met, or if the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.
2. Unless immediate action is essential to prevent further non-compliance with sub paragraph 4(b), 4(c) or 4(d) of Article 4 (Authorization), the rights established by this Article shall be exercised only after consultation with the other Contracting Party.
3. This Article does not limit the rights of either Contracting Party to withhold, revoke, limit or impose conditions on the operating authorization or technical permission of an airline or airlines of the other Contracting Party in accordance with the provisions of Article 8 (Safety) or Article 9 (Aviation Security) of this Agreement.

ARTICLE 6
Application of Laws

1. The laws and regulations of one Contracting Party relating to entry into or departure from its territory of aircraft engaged in international services or to the operation and navigation of such aircraft while within its territory shall apply to aircraft of designated airlines of the other Contracting Party.
2. The laws and regulations of one Contracting Party relating to the entry into, sojourn in and departure from its territory of passengers, crew, cargo and aircraft (including laws and regulations relating to entry, clearance, aviation security, immigration, passports, customs, quarantine, or in the case of mail, postal laws and regulations) shall be applicable to the passengers, crew, cargo and aircraft of designated airlines of the other Contracting Party while they are in the territory of the first Contracting Party. Such laws and regulations shall be applied equally by each Contracting Party to the passengers, crew, cargo and aircraft of all countries without distinction as to nationality of airline.

ARTICLE 7
Recognition of Certificate and Licenses

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services

provided that such certificates or licenses were issued or rendered valid pursuant to, and in conformity with, the standards established under the Convention. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights undertaken pursuant to rights granted under Article 3 (Grant of Rights) paragraph 2, certificates of competency and licenses granted to its own nationals by the other Contracting Party.

2. If the privileges or conditions of the licenses or certificates issued or rendered valid by one Contracting Party permit a difference from the standards established under the Convention, and that difference has been filed with the International Civil Aviation Organization, the aeronautical authorities of the other Contracting Party may, without prejudice to the rights of the first Contracting Party under Article 8 (Safety), paragraph 2, request consultations in accordance with Article 17 (Consultations) of this Agreement with the aeronautical authorities of the first Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement shall constitute grounds for the application of Article 5 (Revocation and Limitation of Authorization) of this Agreement.

ARTICLE 8

Safety

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within 30 days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within 15 days or such longer period as may be agreed, shall be grounds for the application of paragraph 1 of Article 5 (Revocation and Limitation of Authorization) of this Agreement.
3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the airline or airlines of one Contracting Party on services to or from the territory of another Contracting Party may, while within the territory of the other Contracting Party, be made the subject of any examination by the authorized representatives of the other Contracting Party, on board and around

the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called “ramp inspection”), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives rise to:
 - a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, or
 - b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline or airlines of one Contracting Party in accordance with paragraph 3 above is denied by the representative of that airline or airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 above arise and draw the conclusions referred to in that paragraph.
6. Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of access for ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
7. Any action by one Contracting Party in accordance with paragraphs 2 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 9

Aviation Security

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the

Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, opened for signature at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, opened for signature at The Hague on 16 December 1970 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, opened for signature at Montreal on 23 September 1971 and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988.

2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to security of civil aviation.
3. The Contracting Parties shall act in conformity with the aviation security provisions established by the International Civil Aviation Organization and set out in Annexes to the Convention on International Civil Aviation to the extent that such security provisions and requirements are applicable to the Contracting Parties.
4. The Contracting Parties shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.
5. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 and 4 above required by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
6. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat thereof as rapidly as possible commensurate with minimum risk to life.
7. With regard to aviation security, the aeronautical authorities of either Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party.

8. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the aeronautical authorities of the first Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph 1 of Article 5 (Revocation and Limitation of Authorization) of this Agreement. When required by an emergency, a Contracting Party may take action under paragraph 1 of Article 5 (Revocation and Limitation of Authorization) prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

ARTICLE 10

Airport, Services and Facility Charges

1. The charges imposed on a designated airline of one Contracting Party by the responsible charging bodies of the other Contracting Party for the use by that designated airline of airport, airways and other civil aviation facilities and services shall not be higher than those imposed by such Contracting Party on any airline of other States engaged in similar international operations using similar aircraft and associated facilities and services.
2. Each Contracting Party shall encourage consultations between its responsible charging bodies and the designated airlines using the facilities and services. Where practicable, such consultations should be through the appropriate representative airline organization. Reasonable advance notice shall, whenever possible, be given to the designated airlines of any proposals for changes to charges referred to in this Article, together with relevant supporting information and data, to enable them to express and have their views taken into account before any changes are made.
3. Neither of the Contracting Parties shall give preference to, or permit responsible bodies to give preference to, its own or any other airline over a designated airline of the other Contracting Party engaged in similar international operations in the application of its customs, immigration, quarantine and similar regulations or in the use of airports, airways, air traffic services and other associated facilities under its control.

ARTICLE 11

Capacity

1. The designated airlines shall enjoy fair and equal opportunities to operate the agreed services covered by this Agreement.

2. The capacity which may be operated by the designated airlines of each Contracting Party, on air services performed for the carriage of international traffic to and from the territory of the other Contracting Party, in accordance with paragraph 2(c) of Article 3 (Grant of Rights) of this Agreement shall be such as is decided between the aeronautical authorities of the Contracting Parties.

ARTICLE 12

Statistics

The aeronautical authorities of each Contracting Party shall provide or shall cause its designated airlines to provide the aeronautical authorities of the other Contracting Party, upon request, periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the agreed services, including, but not limited to, statements of statistics related to the traffic carried by its designated airlines between points in the territory of the other Contracting Party and other points on the specified routes showing the initial origins and final destination of the traffic.

ARTICLE 13

Customs Duties and Other Charges

1. When an aircraft operated on the agreed services by the designated airline of one Contracting Party arrives in the territory of the other Contracting Party, the said aircraft and its regular equipment, spare parts (including engines), fuels, oil (including hydraulic fluids, lubricants), consumable technical supplies and aircraft stores (including food, beverages, tobacco and other products for sale to or use by passengers, in limited quantities, during the flight) and other items intended for or used solely in connection with the aviation operation or aircraft servicing, on board such aircraft shall be exempt from all customs duties, taxes, inspection fees and other similar fees and charges, provided such equipment and items remain on board the aircraft up to such time as they are re-exported.

2. The following equipment and items shall also be exempt from all customs duties, taxes, inspection fees and other similar fees and charges, with the exception of charges corresponding to the services provided:

- (a) regular equipment, spare parts (including engines), fuels, oil (including hydraulic fluids, lubricants), consumable technical supplies and aircraft stores (including food, beverages, tobacco and other products for sale to or use by passengers, in limited quantities, during the flight) and other items intended for or used solely in connection with the aviation operation or aircraft servicing, carried into the territory of the other Contracting Party and intended for use on aircraft operated on the agreed services by the designated airline, even when

such equipment and items are to be used on part of the journey performed over the territory of the other Contracting Party;

(b) spare parts (including engines) introduced into the territory of the other Contracting Party for the maintenance or repair of aircraft operated on the agreed services by the designated airline.

3. The equipment and items referred to in paragraphs (1) and (2) of this Article may be unloaded in the territory of the other Contracting Party with the approval of the Customs authorities of the other Contracting Party. Such equipment and items shall be kept under the supervision or control of the Customs authorities of the other Contracting Party up to such time as they are re-exported, or otherwise disposed of in accordance with the customs regulations of the other Contracting Party.
4. The exemption provided for in paragraphs (1) and (2) of this Article shall also be available where a designated airline of one Contracting Party has contracted with other airline(s), which similarly enjoy(s) such exemptions in the territory of the other Contracting Party, for the loan or transfer in the territory of the other Contracting Party of the equipment and items specified in paragraphs (1) and (2) of this Article.
5. Publicity materials introduced by the designated airline of one Contracting Party into the territory of the other Contracting Party, shall be exempt from all customs duties, taxes, inspection fees and other similar fees and charges.
6. Baggage, cargo and mail in direct transit while enroute to a destination in another country shall be exempt from all customs duties, taxes, inspection fees and other similar fees and charges on the basis of reciprocity with the exception of the charges corresponding to the services rendered.

ARTICLE 14

Tariffs

1. The tariffs may be established at reasonable levels by the designated airline or airlines of either Contracting Party individually, due regard being paid to all relevant factors, including interests of users, cost of operation, characteristics of service, reasonable profit, tariffs of other airlines, and other commercial considerations in the market-place.
2. The tariffs to be applied by the designated airline or airlines of either Contracting Party for the agreed services on the specified routes shall be subject to the principle of Country of Origin tariff approval.

3. The aeronautical authorities of each Contracting Party shall have the right to approve or disapprove tariffs for one-way or round-trip carriage on the specified routes which commence in its own territory. Neither Contracting Party shall take unilateral action to prevent the inauguration of proposed tariffs or the continuation of effective tariffs for one-way or round-trip carriage on the specified routes commencing outside its territory.

ARTICLE 15

Commercial Opportunities

1. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the designated airlines of the other Contracting Party in the exercise of their rights and entitlements set out in this Agreement including, but not limited to, restrictions upon the sale of air transportation, the payment for goods, services or transactions, or the repatriation of excess currencies by airlines, and the import, installation and use of computer equipment.
2. To the extent that the aeronautical authorities of either Contracting Party believe that their designated airlines are being subjected to discrimination or unfair practices, they shall give notice to this effect to the aeronautical authorities of the other Contracting Party. Consultations, which may be through the diplomatic channel, shall be entered into as soon as possible after notice is given unless the first Contracting Party is satisfied that the matter has been resolved in the meantime.
3. The designated airlines of each Contracting Party shall have the right to establish offices in the territory of the other Contracting Party for the purposes of provision and sale of air services. Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, at its discretion, through agents. Each designated airline shall have the right to use for this purpose its own transportation documents.
4. The designated airlines of each Contracting Party shall have the right to sell air transportation in local currency, and to remit its revenue received in the territory of the other Contracting Party to the territory of the first Contracting Party. The conversion and remittance of such revenue shall be effected in convertible currencies at the effective rate of exchange prevailing on the date of remittance.
5. The designated airlines of each Contracting Party shall have the right at their discretion to pay for local expenses, including purchases of fuel, in the territory of the other Contracting Party in local currency, or provided this accords with local currency regulations, in freely convertible currencies.

6. At its option, each designated airline shall, in the territory of the other Contracting Party, have the right to contract with a competing agent of its choice for ground handling services, including any other airlines which perform ground-handling, for such services in whole or in part. These rights shall be subject only to restrictions resulting from considerations of airport safety. Where such considerations preclude a designated airline from contracting with an agent of its choice for ground-handling services, these services shall be made available to that designated airline on a basis of equality with all other airlines.

ARTICLE 16

Airline Representatives

1. The designated airlines of each Contracting Party shall be allowed, on the basis of reciprocity, to maintain in the territory of the other Contracting Party, consistent with such other Contracting Party's immigration laws, regulations and practices, their representatives and commercial, operational and technical staff as required in connection with the operation of agreed services.
2. These representative and staff requirements shall, at the option of the designated airlines of each Contracting Party, be satisfied by using their own personnel, or by using the services of any other organization, company or airline operating in the territory of the other Contracting Party that is authorized to perform such services in the territory of that Contracting Party.
3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party, and, consistent with such laws, regulations and practices, each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article.

ARTICLE 17

Consultations

1. Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement.
2. Subject to Article 5 (Revocation and Limitation of Authorization), 8 (Safety) and 9 (Aviation Security) such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise mutually decided.

ARTICLE 18
Amendment of Agreement

1. This Agreement may be amended or revised by agreement in writing between the Contracting Parties.
2. Any amendment or revision shall enter into force on the date the Contracting Parties, by exchange of diplomatic notes, specify for its entry into force.
3. If a multilateral convention concerning air transport comes into force in respect of both Contracting Parties, this Agreement shall be deemed to be amended so far as is necessary to conform with the provisions of that Convention.

ARTICLE 19
Settlement of Disputes

1. If any dispute between the Contracting Parties arises relating to the interpretation or application of this Agreement, the aeronautical authorities of both Contracting Parties shall in the first place settle the dispute by negotiation.
2. If the aeronautical authorities of the Contracting Parties fail to reach a settlement of the said dispute, the Contracting Parties may settle such dispute through diplomatic channels or through arbitration.
3. Within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a note through the diplomatic channel requesting arbitration of the dispute by a tribunal, each Contracting Party shall nominate an arbitrator. Within a period of sixty (60) days from the appointment of the arbitrator last appointed, the two arbitrators shall appoint a president who shall be a national of a third state. If within sixty (60) days after one of the Contracting Party has nominated its arbitrator, the other Contracting Party has not nominated its own or, if within sixty (60) days following the nomination of the second arbitrator, both arbitrators have not agreed on the appointment of the president, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to appoint an arbitrator or arbitrators as the case requires.
4. Except as otherwise determined by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within forty-five (45) days after the tribunal is fully constituted. Replies shall be due sixty (60) days later. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within thirty (30) days after replies are due.
5. The tribunal shall attempt to give a written decision within thirty (30) days after

completion of the hearing, or, if no hearing is held, after the date both replies are submitted. The decision shall be taken by a majority vote.

6. The Contracting Parties may submit requests for clarification of the decision within fifteen (15) days after it is received and such clarification shall be issued within fifteen (15) days of such request.
7. The Contracting Parties undertake to comply with any arbitration decision given under this Article.
8. The expenses of arbitration under this Article shall be shared equally between the Contracting Parties.
9. If and for so long as either Contracting Party fails to comply with a decision under paragraph 5 of this Article, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default.

ARTICLE 20

Termination

1. Either Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organization (ICAO). The Agreement shall terminate at midnight (at the place of receipt of the notice to the other Contracting Party) immediately before the first anniversary of the date of receipt of notice by the Contracting Party, unless the notice is withdrawn by agreement of the Contracting Parties before the end of this period.
2. In default of acknowledgement of receipt of a notice of termination by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date on which ICAO acknowledged receipt thereof.

ARTICLE 21

Registration with ICAO

This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

ARTICLE 22
Entry into Force

1. This Agreement shall enter into force when the Contracting Parties have notified each other in writing that their respective requirements for the entry into force of this Agreement have been satisfied.
2. Upon entry into force, this Agreement shall supersede the Agreement between the Government of Australia and the Government of the People's Republic of China relating to Civil Air Transport, done at Beijing on 7 September 1984.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement.

DONE in Canberra on this twenty-third day of March 2004
in duplicate in the English and Chinese languages, both texts being equally authentic.

**For the Government of
Australia**

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

John Anderson
Deputy Prime Minister and
Minister for Transport
And Regional Services

Yang Yuanyuan
Minister for Civil Aviation

Annex

Route Schedule

Section I

The route of the agreed services performed by the airlines designated by the Government of Australia shall be as follows in either direction:

Points in Australia: Any

Intermediate Points: Any

Points in China: Any

Points Beyond: Any

Section II

The route of the agreed services performed by the airlines designated by the Government of the People's Republic of China shall be as follows in either direction:

Points in China: Any

Intermediate Points: Any

Points in Australia: Any

Points Beyond: Any

Notes to Sections I and II:

(a) The designated airlines of each Contracting Party may, on any or all flights in either or both directions:

- (i) omit at their own discretion, any points on the above routes provided that the agreed services begin or terminate in the territory of the Contracting Party designating the airline;
- (ii) combine different flight numbers within the one aircraft operation;

- (iii) serve the intermediate, beyond points and points in the territories of the Contracting Parties in any order.
- (b) Except as otherwise agreed between the Contracting Parties, points selected by each Contracting Party in the People's Republic of China will not include the Hong Kong Special Administrative Region and the Macau Special Administrative Region.
- (c) All points required to be selected on the above routes shall be notified to the aeronautical authority of the other Contracting Party and may be changed at any time.
- (d) The destination points and the traffic rights to be exercised shall be as decided between the aeronautical authorities of the Contracting Parties from time to time.