



**AGREEMENT BETWEEN THE GOVERNMENT
OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION
OF THE PEOPLE'S REPUBLIC OF CHINA
AND
THE GOVERNMENT OF THE KINGDOM OF SAUDI ARABIA
CONCERNING AIR SERVICES**

The Government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Hong Kong Special Administrative Region") and the Government of the Kingdom of Saudi Arabia (hereinafter referred to as the "Contracting Parties"),

Desiring to conclude an Agreement for the purpose of providing the framework for air services between the Hong Kong Special Administrative Region and the Kingdom of Saudi Arabia,

Have agreed as follows:

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ARTICLE 1

Definitions

- (1) For the purpose of this Agreement, unless the context otherwise requires:
- (a) the term “aeronautical authorities” means in the case of the Hong Kong Special Administrative Region (hereinafter also referred to as the “HKSAR”), the Director-General of Civil Aviation, and in the case of the Kingdom of Saudi Arabia, the Presidency of Civil Aviation, or, in both bases, any person or body authorised to perform any functions at present exercisable by the above-mentioned authorities or similar functions;
 - (b) the term “designated airline” means an airline which has been designated and authorized in accordance with Article 4 of this Agreement;
 - (c) the term “area” applies to the Hong Kong Special Administrative Region and includes Hong Kong Island, Kowloon and the New Territories. The term “territory” applies to the Kingdom of Saudi Arabia and means the land areas and territorial waters adjacent thereto under the sovereignty and suzerainty, protection or mandate of the Kingdom of Saudi Arabia as defined in Article 2 of the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944;
 - (d) the terms “air service”, “international air service”, “airline” and “stop for non-traffic purposes” have the meanings respectively assigned to them in Article 96 of the said Convention;



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- (e) the term "this agreement" includes the Annex hereto and any amendments to it or to this Agreement;
- (f) 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 similar services but excluding remuneration and conditions for the carriage of mail;
- (2) The titles given to each of the Articles in this Agreement shall not in any way restrict or extend the meaning of any of the provisions of this Agreement.



ARTICLE 2

Provisions of the Chicago Convention Applicable to International Air Services

In implementing this Agreement, the Contracting Parties shall act in conformity with the provisions of the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, including the Annexes adopted under Article 90 of that Convention and any amendments to the Convention or to its Annexes under Articles 90 and 94 thereof which apply to both Contracting Parties, insofar as these provisions are applicable to international air services.

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ARTICLE 3

Grant of Rights

(1) Each Contracting Party grants to the other Contracting Party the following rights in respect of its international air services:

- (a) the right to fly across its area (in the case of the HKSAR) or territory (in the case of the Kingdom of Saudi Arabia) without landing;
- (b) the right to make stops in its area (in the case of the HKSAR) or territory (in the case of the Kingdom of Saudi Arabia) for non-traffic purposes.

(2) Each Contracting Party grants to the other Contracting Party the rights hereinafter specified in this Agreement for the purpose of operating international air services on the routes specified in the appropriate Section of the Annex to this Agreement. Such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively. While operating an agreed service on a specified route the designated airline of each Contracting Party shall enjoy in addition to the rights specified in paragraph (1) of this Article the right to make stops in the other Contracting Party at points determined for that route in accordance with the Annex to this Agreement for the purpose of taking on board and discharging passengers and cargo, including mail, separately or in combination.



(3) Nothing in paragraph (2) of this Article shall be deemed to confer on the designated airline of one Contracting Party the right to take on board, at one point in the other Contracting Party, passengers and cargo, including mail, carried for hire or reward and destined for another point in the other Contracting Party.

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ARTICLE 4

Designation of and Authorization of Airlines

- (1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline for the purpose of operating the agreed services on the specified routes and to withdraw or alter such designation.

- (2) On receipt of such a designation the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline designated the appropriate operating authorizations.

- (3)
 - (a) The Government of the Hong Kong Special Administrative Region shall have the right to refuse to grant the operating authorizations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 3(2) of this Agreement, in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Government of the Kingdom of Saudi Arabia or its nationals.

 - (b) The Government of the Kingdom of Saudi Arabia shall have the right to refuse to grant the operating authorizations referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 3(2) of this Agreement, in any case where it is not satisfied that that airline is incorporated and has its principal place of business in the Hong Kong Special Administrative Region.



- (4) The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities.
- (5) When an airline has been so designated and authorized it may begin to operate the agreed services, provided that the airline complies with the applicable provisions of this Agreement.



ARTICLE 5

Revocation or Suspension of Operating Authorization

(1) Each Contracting Party shall have the right to revoke or suspend an operating authorization for the exercise of the rights specified in Article 3(2) of this Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of those rights:

(a)

(i) in the case of the Government of the Hong Kong Special Administrative Region, in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Government of the Kingdom of Saudi Arabia or its nationals;

(ii) in the case of the Government of the Kingdom of Saudi Arabia, in any case where it is not satisfied that airline is incorporated and has its principal place of business in the Hong Kong Special Administrative Region; or

(b) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting those rights; or

(c) if that airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

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



(3) For the avoidance of doubt, in the event of action by one Contracting Party under the provisions of this Article, the rights of the other Contracting Party under Article 19 of this Agreement shall not be prejudiced.



ARTICLE 6

Principles Governing Operation of Agreed Services

(1) There shall be fair and equal opportunity for the designated airlines of the Contracting Parties to operate the agreed services on the specified routes.

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

(3) The agreed services provided by the designated airlines of the Contracting Parties shall bear a 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 meet the current and reasonably anticipated requirements for the carriage of passengers and cargo, including mail, originating in or destined for the Contracting Party which has designated the airline. Provision for the carriage of passengers and cargo, including mail, both taken on board and discharged at points on the specified routes other than points in the Contracting Party which designated the airline shall be made in accordance with the general principles that capacity shall be related to:

- (a) traffic requirements to and from the Contracting Party which has designated the airline;
- (b) traffic requirements of the region through which the agreed service passes, taking account of other air services established by airlines of the States comprising that region; and

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(c) the requirements of through airline operation.

(4) The capacity to be provided on the specified routes shall be such as is from time to time jointly determined by the Contracting Parties.

(5) In order that the designated airlines may be accorded fair and equal treatment, the frequency of the services and their capacity determined jointly in accordance with paragraph (4) above, as well as the flight schedules, shall be subject to approval by the aeronautical authorities of the two Contracting Parties. This requirement should also be met in case of any change concerning the agreed services.



ARTICLE 7

Timetable

- (1) The designated airline of each Contracting Party shall submit to the aeronautical authorities of the other Contracting Party for approval, at least sixty (60) days in advance, the timetable of its agreed services, specifying the relevant information including the frequency, type of aircraft, configuration and number of seats to be made available to the public.
- (2) Any subsequent changes to the approved timetables of the designated airlines shall be submitted for approval to the aeronautical authorities of the other Contracting Party.
- (3) If the designated airlines wish to operate services supplementary to those covered in the approved timetables, they shall obtain the prior permission of the aeronautical authorities of the Contracting Parties concerned.



ARTICLE 8

Tariffs

- (1) The tariffs to be charged by the designated airlines of the Contracting Parties for the agreed services shall be established at reasonable levels, due regard being paid to all relevant factors including costs of operation, reasonable profit, characteristics of service and the tariffs of the other airlines operating scheduled services over the whole or part of the same routes.
- (2) The tariffs referred to in paragraph (1) of this Article shall, if possible, be agreed by the designated airlines of both Contracting Parties, after consultation with the other airlines operating over the whole or part of the route.
- (3) The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of both Contracting Parties at least sixty (60) days prior to the proposed date of their introduction. In special cases this time limit may be reduced subject to the agreement of the said authorities.
- (4) Approval may be given expressly. If neither of the aeronautical authorities has expressed disapproval within thirty (30) days from the date of submission in accordance with paragraph (3) of this Article, these tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided for in paragraph (3), the aeronautical authorities may agree that the period within which disapproval must be notified shall be less than thirty (30) days.



ARTICLE 9

Exemption from Customs Duties and other Duties

(1) Aircraft of the designated airline of one Contracting Party operating international services as well as supplies of fuel, lubricants, other consumable technical supplies, spare parts including engines, regular equipment and aircraft stores (including but not limited to such items as food, beverages and tobacco) retained on board shall, upon arriving in or leaving the other Contracting Party, be exempted on the basis of reciprocity from all customs duties, excise taxes and other similar duties, fees or charges not based on the cost of services provided on arrival, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or used or consumed by such aircraft on flights over that area (in the case of the HKSAR) or territory (in the case of the Kingdom of Saudi Arabia).

(2) There shall also be exemption from the same duties, fees and charges, on the basis of reciprocity, with the exception of charges that are based on the cost of services provided:

- (a) aircraft stores (including but not limited to such items as food, beverages and tobacco) taken on board in a Contracting Party, within reasonable limits fixed by the authorities of the said Contracting Party, and for use on board outbound aircraft engaged in international air services of the other Contracting Party;
- (b) regular equipment and spare parts including engines introduced into one Contracting Party for the maintenance or repair of aircraft used on international air services by the designated airline of the other Contracting Party:

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- (c) consumable technical supplies, fuel and lubricants supplied to outbound aircraft operated on international air services by the airline designated by the other Contracting Party, even when these supplies are to be used on the part of the international air services performed over the Contracting Party in which they are taken on board;
- (d) official documents bearing the badge of the designated airline of one Contracting Party, such as printed ticket stock, air waybills, boarding cards, luggage tags, timetables, and usual publicity material distributed without charge by that designated airline, introduced into the other Contracting Party by or on behalf of that designated airline or taken on board the aircraft operated by that designated airline.
- (3) The regular equipment and the other items referred to in paragraphs (1) and (2) of this Article may be required to be kept under the supervision or control of the customs authorities of the other Contracting Party.
- (4) The regular equipment and the other items referred to in paragraph (1) of this Article may be unloaded in the other Contracting Party with the approval of the customs authorities of that other Contracting Party. In these circumstances, such regular equipment and such items shall enjoy, on the basis of reciprocity, the exemptions provided for by paragraph (1) of this Article until they are re-exported or otherwise disposed of in accordance with customs regulations. The customs authorities of that other Contracting Party may however require that such regular equipment and such items be placed under their supervision up to such time.



(5) The exemptions provided for by this Article shall also be available in situations where a designated airline of one Contracting Party has entered into arrangements with another airline for the loan or transfer in the other Contracting Party of the regular equipment and the other items referred to in paragraphs (1) and (2) of this Article, provided that that other airline similarly enjoy such exemptions from that other Contracting Party.

(6) Baggage and cargo shall, up to such time that they are on direct transit, be exempted from customs duties, excise taxes and similar fees and charges not based on the cost of services provided on arrival.

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ARTICLE 10

Recognition of Certificates and Licences and Safety

(1) Certificates of airworthiness, certificates of competency and licences, issued or rendered valid by one Contracting Party which are still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the specified routes provided that such certificates or licences were issued or rendered valid in conformity to the standards established under the Convention. Each Contracting Party, however, reserves the right to refuse to recognize, for flights above its own area (in the case of the HKSAR) or territory (in the case of the Kingdom of Saudi Arabia), certificates of competency and licences granted to its own permanent residents by the other Contracting Party.

(2) Each Contracting Party may request consultations concerning the safety standards maintained by the other Contracting Party relating to aeronautical facilities, air crew, aircraft, and operation of the designated airline. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards and requirements in these areas that at least equal the minimum standards which may be established pursuant to the Convention on International Civil Aviation, the other Contracting Party shall be notified of such findings and the steps considered necessary to conform to these minimum standards, and the other Contracting Party shall take appropriate corrective action.

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ARTICLE 11
Aviation Security

(1) Each Contracting Party reaffirms that its obligation to the other Contracting Party to protect the security of civil aviation against unlawful interference forms an integral part of this Agreement. Each Contracting Party shall in particular act in conformity with the aviation security provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971.

(2) Each Contracting Party shall be provided at its request with all necessary assistance by the other Contracting Party 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 the security of civil aviation.

(3) The Contracting Parties shall, in their mutual relations, act in conformity with the applicable aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944. Each Contracting Party shall require that operators of aircraft of its registry or operators of aircraft having their principal place of business or permanent residence in its area (in the case of the HKSAR) or territory (in the case of the Kingdom of Saudi Arabia), and the operators of airports in its area (in the case of the HKSAR) or territory (in the case of the Kingdom of Saudi Arabia), act in conformity with such aviation security provisions.



(4) Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph (3) of this Article required by the other Contracting Party for entry into, departure from, or while within the area (in the case of the HKSAR) or territory (in the case of the Kingdom of Saudi Arabia) of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its area (in the case of the HKSAR) or territory (in the case of the Kingdom of Saudi Arabia) 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 sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

(5) 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, each Contracting Party shall assist the other Contracting Party by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.



ARTICLE 12

Applicability of Laws and Regulations

(1) The laws and regulations of one Contracting Party governing entry into, stay in or departure from its area (in the case of the HKSAR) or territory (in the case of the Kingdom of Saudi Arabia) of aircraft engaged in international air services or the operation and navigation of such aircraft while within the said area (in the case of the HKSAR) or territory (in the case of the Kingdom of Saudi Arabia) shall apply to the designated airline of the other Contracting Party.

(2) The laws and regulations of one Contracting Party governing entry into, stay in or departure from its area (in the case of the HKSAR) or territory (in the case of the Kingdom of Saudi Arabia) of passengers, crew, cargo or mail, such as formalities regarding entry, exist, emigration and immigration, customs and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airline of the other Contracting Party, while they are within the said area (in the case of the HKSAR) or territory (in the case of the Kingdom of Saudi Arabia).

(3) Passengers, baggage and cargo in direct transit across the area (in the case of the HKSAR) or territory (in the case of the Kingdom of Saudi Arabia) of either Contracting Party and not leaving the area (in the case of the HKSAR) or territory (in the case of the Kingdom of Saudi Arabia) of the airport reserved for such purpose shall be subject to no more than a simplified control.



ARTICLE 13

Provision of Statistics

The aeronautical authorities of each Contracting Party shall, on request, provide such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline of that Contracting Party to the aeronautical authorities of the other Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

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ARTICLE 14

Conversion and Remittance of Revenue

(1) The designated airline of the Hong Kong Special Administrative Region shall have the right to convert and remit to the Hong Kong Special Administrative Region from the Kingdom of Saudi Arabia on demand local revenues in excess of sums locally disbursed. The designated airline of the Kingdom of Saudi Arabia shall have the right to convert and remit to the Kingdom of Saudi Arabia from the Hong Kong Special Administrative Region on demand local revenues in excess of sums locally disbursed.

(2) The conversion and remittance of such revenues shall be permitted without restriction at the rate of exchange applicable to current transactions which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges except those normally made by banks for carrying out such conversion and remittance.

(3) Subject to the laws and regulations applicable in the area (in the case of the HKSAR) or territory (in the case of the Kingdom of Saudi Arabia), the designated airline of each Contracting Party is required to pay taxes from any income generated in the area (in the case of the HKSAR) or territory (in the case of the Kingdom of Saudi Arabia) of the other Contracting Party in respect of the gains or profits accruing to it from the operation of the agreed services.



ARTICLE 15

Airline Representation and Sales

- (1) The designated airline of each Contracting Party shall have the right, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, to bring into and maintain in that other Contracting Party those of their own managerial, technical, operational and other specialist staff who are required for the provision of air transportation.
- (2) The ground handling operations of either designated airline shall be undertaken in accordance with the laws and regulations of the other Contracting Party.
- (3) The designated airline of each Contracting Party shall have the right to engage in the sale of air transportation in the other Contracting Party, either directly or through agents. The designated airline of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such transportation in local currency or in any freely convertible other currency.



ARTICLE 16

Facilities and Airport Charges

- (1) The term "user charge" means a charge made to airlines by the competent authorities or permitted by them to be made for the provision of airport property or facilities or of air navigation facilities, including related services and facilities, for aircraft, their crews, passengers and cargo.
- (2) Each Contracting Party shall encourage consultation on user charges between its competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable through those airlines' representative organizations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.
- (3) Each Contracting Party shall designate an airport or airports in its area (in the case of the HKSAR) or territory (in the case of the Kingdom of Saudi Arabia) for the use of the designated airline of the other Contracting Party on specified routes and provide designated airline of the other Contracting Party with communication, aviation, and meteorological facilities and other services necessary for the operation of the agreed services.
- (4) The user charges to be levied by either Contracting Party on the designated airline of the other Contracting Party shall not be higher than those imposed on the aircraft of its own airlines operating similar international air services.



ARTICLE 17
Consultation and Amendment

- (1) In a spirit of close co-operation the two Contracting Parties or their aeronautical authorities shall consult each other from time to time with a view to ensuring the implementation of and satisfactory compliance with the provisions of this Agreement.

- (2) If either Contracting Party considers it desirable to amend any of the provisions of this Agreement, it may request consultations with the other Contracting Party. Consultations on the implementation, interpretation, application or amendment of this Agreement, which may be between the aeronautical authorities of the Contracting Parties, shall begin within a period of sixty (60) days from the date of the request. Amendments to this Agreement so agreed shall come into force when they have been confirmed by the Contracting Parties in writing following completion of the constitutional or legal procedures where applicable.

- (3) Amendments relating only to the provisions of this Agreement and the Annex shall be approved by each Contracting Party in accordance with its constitutional or legal procedures where applicable.

- (4) Amendments relating only to the provisions of the Confidential Memorandum of Understanding which contains implementation arrangements of this Agreement may be agreed upon between the aeronautical authorities of both Contracting Parties. Such amendments will become effective as soon as they are approved by both aeronautical authorities.

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ARTICLE 18

Settlement of Disputes

(1) If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place try to settle it by negotiation.

(2) If the Contracting Parties fail to reach a settlement of the dispute by negotiation, it may be referred by them to such person or body as they may agree on or, at the request of a Contracting Party, shall be submitted for decision to a tribunal of three arbitrators which shall be constituted in the following manner:

- (a) within thirty (30) days after receipt of a request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a State which can be regarded as neutral in relation to the dispute, who shall act as President of the tribunal, shall be appointed as the third arbitrator by agreement between the two arbitrators, within sixty (60) days of the appointment of the second;
- (b) if within the time limits specified above any appointment has not been made, a Contracting Party may request the President of the Council of the International Civil Aviation Organization to make the necessary appointment within thirty (30) days. If the President considers that he is a national of a State which cannot be regarded as neutral in relation to the dispute, the most senior Vice-President who is not disqualified on that ground shall make the appointment.



(3) Except as hereinafter provided in this Article or as otherwise agreed by the Contracting Parties, the tribunal shall determine the limits of its jurisdiction and establish its own procedure. At the direction of the tribunal, or at the request of a Contracting Party, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than thirty (30) days after the tribunal is fully constituted.

(4) Except as otherwise agreed 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 a 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) A Contracting Party may submit a request 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 decision of the tribunal shall be binding on the Contracting Parties.

(8) Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Contracting Parties including any expenses incurred by the President or Vice-President of the Council of the International Civil Aviation Organization in implementing the procedures in paragraph (2)(b) of this Article.



ARTICLE 19

Termination

One Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate this Agreement. This Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual agreement before the expiry of this period.



ARTICLE 20

**Registration with the
International Civil Aviation Organization**

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

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ARTICLE 21
Entry into Force

This Agreement shall enter into force on the date of the last notification by either Contracting Party to the other Contracting Party that it has fulfilled the necessary measures in accordance with its laws and regulations for the entry into force of this Agreement.

In witness whereof the undersigned plenipotentiaries being duly authorized by their respective governments, have signed this Agreement.

Done in Jeddah on 18/10/1426H corresponding to 20/11/2005 in two original copies, in the Arabic and English languages, all texts being equally authentic.

For the Government of the Hong Kong
Special Administrative Region of the
People's Republic of China

For the Government of the
Kingdom of Saudi Arabia

Mr. Stephen IP, GBS, JP
Secretary for Economic
Development and Labour

Eng. Abdullah, M.N Rehaimi
President of Civil Aviation



ANNEX
ROUTE SCHEDULE

Section 1

Routes to be operated by the designated airline of the Hong Kong Special Administrative Region:

Hong Kong Special Administrative Region – intermediate points – points in the Kingdom of Saudi Arabia – points beyond.

Notes:

1. The points to be served on the routes specified above are to be jointly determined by the Contracting Parties.
2. The designated airline of the Hong Kong Special Administrative Region may on any or all flights omit calling at any points on the routes specified above, and may serve intermediate points in any order, points in the Kingdom of Saudi Arabia in any order, and points beyond in any order, provided that the agreed services on these routes begin at the Hong Kong Special Administrative Region.
3. No traffic may be taken on board at an intermediate point or at a point beyond and discharged at points in the Kingdom of Saudi Arabia or vice versa, except as may from time to time be jointly determined by the Contracting Parties.
4. No point in the mainland of China may be served as an intermediate point or a point beyond.

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Section 2

Routes to be operated by the designated airline of the Kingdom of Saudi Arabia:

Points in the Kingdom of Saudi Arabia – intermediate points – Hong Kong Special Administrative Region – points beyond.

Notes:

1. The points to be served on the routes specified above are to be jointly determined by the Contracting Parties.
2. The designated airline of the Kingdom of Saudi Arabia may on any or all flights omit calling at any points on the routes specified above, and may serve points in the Kingdom of Saudi Arabia in any order, intermediate points in any order, and points beyond in any order, provided that the agreed services on these routes begin at points in the Kingdom of Saudi Arabia.
3. No traffic may be taken on board at an intermediate point or at a point beyond and discharged at the Hong Kong Special Administrative Region or vice versa, except as may from time to time be jointly determined by the Contracting Parties.
4. No point in the mainland of China may be served as an intermediate point or a point beyond.