

**AIR SERVICE AGREEMENT BETWEEN
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
AND THE GOVERNMENT OF THE RUSSIAN FEDERATION**

The Government of the People's Republic of China and the Government of the Russian Federation (hereinafter referred to as Contracting Parties),

Taking into consideration the fact of the People's Republic of China and the Russian Federation being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944,

Desiring to conclude an Agreement for the purpose of establishing air services between and beyond their respective territories,

Have agreed as follows:

**ARTICLE 1
DEFINITIONS**

1. For the purpose of the present Agreement, unless the context otherwise requires the following terms mean:

- a) "Convention" - the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, and includes any Annex and any amendment thereto adopted under Article 90 of the Convention to the extent that such Annex and amendment thereto are applicable to the Contracting Parties and any amendment of the Convention adopted under Article 94 of the Convention ratified by the People's Republic of China and by the Russian Federation respectively;
- b) "aeronautical authorities" - in the case of the People's Republic of China - the Civil Aviation Administration of China or any person or body authorized to perform any function presently exercised by the said Administration and in the case of the Russian Federation - the Ministry of Transport of the Russian Federation or any person or body authorized to perform any function presently exercised by the said Ministry;
- c) "designated airline" - an airline which has been designated and authorized in accordance with Article 3 of the present Agreement;
- d) "territory" in relation to a state - land areas, internal waters, territorial sea and air space above them under the sovereignty of that state,
- e) "tariff" - the prices to be paid for the carriage of passengers, baggage and cargo, and conditions for agency and other auxiliary services under which these prices apply, but excluding remuneration and conditions for the carriage of mail;
- f) "air service", "international air service", "airline" and "stop for non-

traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;

- g) "capacity of an aircraft" - payload of an aircraft available on a route or sector of a route in number of seats for passengers or in units of weight for cargo and mail;
- h) "capacity of an agreed service" - capacity of an aircraft used on such service, multiplied by frequency operated by such aircraft over a given period.

ARTICLE 2 GRANT OF RIGHTS

1. In accordance with the provisions of the Annex to the present Agreement the airlines of each Contracting Party shall enjoy while operating international air service on a specified route the following rights:

- a) to fly across the territory of the other Contracting Party without landing;
- b) to make stops in the territory of the other Contracting Party for non-traffic purposes.

2. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing and operating international air service on the routes specified in Annex to the present Agreement (hereinafter called the "agreed services" and "the specified routes" respectively).

3. The airlines designated by each Contracting Party while operating international air service on a specified route in addition to the rights mentioned in paragraph 1 of this Article shall have the rights to make stops in the territory of the other Contracting Party at the points specified for that route in Annex to the present Agreement for the purpose of taking on and/or putting down international traffic in passengers, cargo and mail.

4. Nothing in this Article shall be deemed to confer on the designated airline of one Contracting Party the right of taking on board passengers, cargo and mail carried for hire or reward between the points in the territory of the other Contracting Party.

ARTICLE 3 DESIGNATION AND AUTHORIZATION

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party airlines for the purpose of operating the agreed services on the specified routes.

2. On receipt of such notification, the other Contracting Party shall

without delay, subject to the provisions of paragraphs 3 and 4 of this Article, grant to each designated airline the appropriate operating authorization.

3. The aeronautical authorities of one Contracting Party prior to granting the operating authorization 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 by such authorities to the operation of international air services.

4. Each Contracting Party shall have the right to refuse to grant the operating authorization or to impose such conditions as it may deem necessary on the exercise by the designated airline of the rights specified in Article 2 of the present Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals.

5. When an airline has been so designated and authorized, it may begin to operate the agreed services for which it is designated provided that schedules, agreed between the designated airlines, are approved by the aeronautical authorities of the Contracting Parties and tariffs established in accordance with the provisions of Article 13 of the present Agreement are in force in respect of that service.

ARTICLE 4 REVOCATION OR SUSPENSION OF OPERATING AUTHORIZATION

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of the present Agreement by an airline designated by the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of these rights:

- a) in any case where it is not satisfied that substantial ownership or effective control of that airline are vested in the Contracting Party designating the airline or in its nationals; or
- b) in case of a failure by that airline to comply with the laws or the regulations in force of the Contracting Party granting these rights; or
- c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under 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 the laws or the regulations, such rights shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party. Such consultations shall begin at a date as early as possible from the date of the request.

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ARTICLE 5
APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party relating to arrival in, stay or departure from its territory of aircraft engaged in international air services or to operation and navigation of such aircraft while within its territory shall be applied to aircraft of the airline designated by other Contracting Party.

2. The laws and regulations of one Contracting Party relating to arrival in, stay in or departure from its territory of passengers, crew, cargo and mail, such as regulations relating to passports, customs, currency and sanitary measures shall be applied to passengers, crew, cargo or mail of aircraft of the airline designated by the other Contracting Party while within the said territory.

ARTICLE 6
RECOGNITION OF CERTIFICATES 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.

2. Each Contracting Party, however, reserves the right to refuse to recognize, for flights above the territory of its State, certificates of competency and licenses granted to its own nationals by the other Contracting Party.

ARTICLE 7
FEEES

Fair and reasonable fees and other charges for the use of each airport including its installations, technical and other facilities and services as well as any charges for the use of air navigation facilities, communication facilities and services, provided to the designated airlines of one Contracting Party within its territory, shall be made in accordance with the rates established by each Contracting Party on its territory in accordance with the Convention. Such rates shall not be higher than those applicable to any airline of other states for the services and the use of similar airports and air navigational facilities in the territory of the other Contracting Party.

ARTICLE 8 DIRECT TRANSIT

Passengers, baggage, cargo and mail in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall, except in respect of security measures against acts of violence and air piracy, as well as transportation of narcotics, be subject to no more than a simplified control. Baggage, cargo and mail in direct transit shall be exempt from customs duties, taxes, inspection fees on arriving in the territory of the other Contracting Party and other similar payments and charges, with the exception of the charges corresponding to services performed, storage and customs clearance being levied in accordance with laws and regulations of each Contracting Party.

ARTICLE 9 PRINCIPLES GOVERNING THE OPERATION OF AGREED SERVICES

1. The designated airlines of the Contracting Parties shall have fair and equal opportunity to operate the agreed services on the specified routes between their respective territories.

2. In operating the agreed services, the designated airlines of one Contracting Party shall take into account the interests of the designated airlines of the other Contracting Party so as not to affect the services which the latter provides on the whole or any part of the same routes.

3. The agreed services provided by the designated airlines of the Contracting Parties shall be related to the requirements of the public for transportation on the specified routes and each designated airline shall have as its primary objective the provision at a reasonable load factor of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between their respective territories.

4. When air services provided by the designated airlines of one Contracting Party between the points on the territory of the other Contracting Party and the points in the third countries the granted capacity shall be made in accordance with the general principles that capacity shall be related to the requirements of:

- a) traffic between the countries of origin and destination;
- b) traffic of the area through which the agreed services pass; and
- c) through airline operations.

ARTICLE 10 COMMERCIAL ARRANGEMENTS

Technical and commercial matters concerning the operation of aircraft and transportation of passengers, cargo and mail on the agreed services shall be settled by agreement between the designated airlines or between the designated airlines and the services providers and if it is necessary shall be submitted for the approval of the aeronautical authorities of the Contracting Parties.

For the purposes of realizing the ground technical services of its aircraft, the designated airlines of each Contracting Party will conclude the respective agreements with the enterprises of the other Contracting Party which have the needed license to provide such service in the territory of the other Contracting Party.

ARTICLE 11 CUSTOMS DUTIES

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) and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt on the basis of reciprocity from all customs duties, taxes, inspection fees and other payments and charges on arriving in the territory of the other Contracting Party, provided such equipment, spare parts, goods and store 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 on the basis of reciprocity from customs duties, taxes, inspection fees and other similar payments and charges on arriving in the territory of the other Contracting Party:

- a) regular equipment, spare parts (including engines), fuels, oil (including hydraulic fluids, lubricants) and aircraft stores (including food, beverages and tobacco) 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, spare parts, goods and store 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. Equipment, spare parts, goods and store items referred to in

paragraphs 1 and 2 of this Article may be unloaded in the territory of the other Contracting Party with the permission of the Customs authorities of the other Contracting Party. Such equipment, spare parts, goods and store 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. The necessary documents with airline's symbol used by the designated airlines of one Contracting Party including air tickets, airway bills that are imported or being imported to the territory of the other Contracting Party in connection with the operation of the agreed services, shall be exempt on the basis of reciprocity from customs duties, taxes, inspection fees and other similar payments and charges.

6. Charges corresponding to the performed services, storage and customs clearance will be levied in accordance with the laws and regulations of each Contracting Party.

ARTICLE 12 TAXATION

1. The revenues realized by the designated airlines of each Contracting Party within the territory of the other Contracting Party in connection with operations of air services shall be exempt from all taxes.

2. The property of the designated airline of each Contracting Party within the territory of the other Contracting Party shall be exempted from all taxes on the basis of reciprocity.

3. Wages, salaries and other similar remuneration received by the employees of the representation of the designated airline of either Contracting Party, who are nationals of the first Contracting Party, shall be exempt from all taxes on the basis of reciprocity by the other Contracting Party.

ARTICLE 13 TARIFFS

1. Tariffs on any agreed service shall be established at reasonable levels due regard being paid to all relevant factors including cost of operation,

reasonable profit, characteristics of airline (such as standards of speed and service) and the tariffs of other airlines for any part of the specified route. These tariffs shall be fixed in accordance with the following provisions of this Article.

2. The tariffs referred to in paragraph 1 of this Article shall, if possible, be agreed in respect of each of the specified routes between the designated airlines concerned in consultation with the other airlines operating the whole or part of that route.

3. If the designated airlines cannot agree on any of these tariffs or for some other reason a tariff cannot be agreed upon in accordance with the provisions of paragraph 2 of this Article the aeronautical authorities of the Contracting Parties shall endeavor to determine the tariff by agreement between themselves.

4. The tariffs shall come into force after having been approved by the aeronautical authorities of both Contracting Parties.

5. The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established.

ARTICLE 14 TRANSFER OF EARNINGS

1. Each Contracting Party shall grant to the designated airlines of the other Contracting Party the right to transfer the excess of receipts over expenditure earned by the said airlines in connection with the operation of the international air services.

2. The said transfer shall be made in any convertible currencies according to the official exchange rate valid for the date of transfer and in accordance with the foreign exchange legislation of the Contracting Party, from which territory the transfer is made.

ARTICLE 15 AIRLINE REPRESENTATION AND SALE OF TRANSPORTATION

1. With the purpose of ensuring the operation of the agreed services, the designated airline of one Contracting Party shall be granted the right to station in the territory of the other Contracting Party its representations with the administrative, commercial and technical personnel necessary.

2. The above mentioned personnel may consist of the nationals of the Contracting Parties, or of nationals of third countries subject to prior approval of the competent authorities of the Contracting Parties.

3. The designated airline of one Contracting Party shall be granted the right of its own sale of transportation using their own transportation documents

in the territory of the other Contracting Party, in accordance with laws and regulations of that State. Such sale may be executed directly in the representations of the designated airlines or through the authorized agents which have an appropriated license to provide such attendance.

ARTICLE 16 AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of the present 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 Offenses 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, the Protocol for Suppressions of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, and the provisions of bilateral agreements in force between the Contracting Parties as well as their agreements to be signed subsequently.

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 the security of civil aviation.

3. The Contracting Parties shall act in conformity with the aviation security provisions and technical requirements established by the International Civil Aviation Organization and designated as Annexes to the Convention to the extent that such security provisions and requirements are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry, operators of aircraft who have their principal place of business or permanent residence in their territory and operators of international airports in the territory of their States act in conformity with such aviation security provisions.

4. Each Contracting Party may require such operators of aircraft to observe the aviation security provisions and requirements referred to in paragraph 3 of this Article required by the other Contracting Party for entry into, departure from, or while within the territory of the other Contracting Party.

Each Contracting Party shall ensure that adequate measures are effectively applied within the territory of its State 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, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

ARTICLE 17 CONSULTATIONS

From time to time there shall be the consultations between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfillment of the present Agreement.

ARTICLE 18 AVIATION SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (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 the areas referred to in paragraph 1 that meet the Standards established at that time pursuant to the Convention, the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO Standards. The other Contracting Party shall then take appropriate corrective action within an agreed time period.

3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Contracting Party, on service to or from the territory of the other Contracting Party, may, while within the territory of the other Contracting Party be the subject of a search by the authorized representatives of the other Contracting Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention,

the purpose of this search is to verify the validity of relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the Standards established at that time pursuant to the Convention.

4. When urgent action is essential to ensure the safety of an airline operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Contracting Party.

5. Any action by one Contracting Party in accordance with paragraph 4 above shall be discontinued once the basis for the taking of that action ceases to exist.

6. With reference to paragraph 2 above, if it is determined that one Contracting Party remains in non-compliance with ICAO Standards when the agreed time period has lapsed, the Secretary General of ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

ARTICLE 19 PROVISION OF STATISTICS

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, at their request, statistics or other such information relating to traffic carried on the agreed services.

ARTICLE 20 SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall in the first place try to settle it by negotiation between the aeronautical authorities of both Contracting Parties.

2. If the said aeronautical authorities fail to reach an agreement, the dispute shall be settled through diplomatic channels.

ARTICLE 21 ANNEX

Annex to the present Agreement shall be considered as its integral part and all references on the Agreement shall include reference on the Annex to the present Agreement, unless otherwise agreed.

ARTICLE 22
MODIFICATION OF AGREEMENT

If either of the Contracting Parties considers it desirable to modify the terms of the present Agreement and the Annex thereto, it may request a consultation between the aeronautical authorities of both Contracting Parties in relation to the proposed modification. Consultations shall begin within a period of sixty (60) days from the date of the request unless the aeronautical authorities of the Contracting Parties agree upon the prolongation of that period. The modifications of the present Agreement shall come into effect when confirmed by an exchange of notes through diplomatic channels. The modification of Annex may be made by an agreement between the aeronautical authorities of the Contracting Parties.

ARTICLE 23
REGISTRATION OF AGREEMENT

The present Agreement and any subsequent amendments thereto shall be registered with the International Civil Aviation Organization.

ARTICLE 24
TERMINATION

Each Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate the present Agreement. Such notice shall simultaneously be communicated to the International Civil Aviation Organization.

In such case the present 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.

In the absence of acknowledgment of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 25
ENTRY INTO FORCE

The present Agreement shall enter into force at the date of the last written notification confirming that the Contracting Parties have fulfilled all their internal procedures for the entry into force of the present Agreement.

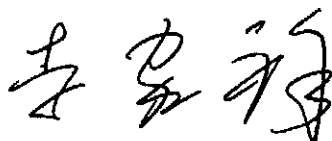
From the date the present Agreement comes into force, the Air Service Agreement between the Government of the People's Republic of China and the Government of the Russian Federation, signed on 26 March, 1991 is terminated.

In witness whereof, the undersigned, duly authorized by their respective Governments, have signed the present Agreement.

Done in Saint-Petersburg on November 23, 2010 in duplicate in the Chinese, Russian and English languages, all texts being equally authentic. In case of different interpretation of the Agreement, the English text of the present Agreement shall be used.

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

**For the Government of
the Russian Federation**



ANNEX
to Air Service Agreement between
the Government of the People's Republic of China
and the Government of the Russian Federation

I. Passenger scheduled air services.

1.1. The designated airlines of the People's Republic of China shall be entitled to operate international scheduled air services in both directions on the routes specified hereunder:

Points of origin	Intermediate points	Points of destination	Points beyond
Points in the People's Republic of China	(both sides agreed to list the existing points which will be clarified at a later stage) other points subject to an agreement between the aeronautical authorities of the Contracting Parties	Moscow Saint-Petersburg Irkutsk Vladivostok Novosibirsk Omsk eight other points to choose by the Chinese Side other points subject to an agreement between the Aeronautical Authorities of the Contracting Parties	(both sides agreed to list the existing points which will be clarified at a later stage) other points subject to an agreement between the Aeronautical Authorities of the Contracting Parties

1.2. The designated airlines of the Russian Federation shall be entitled to operate international scheduled air services in both directions on the routes specified hereunder:

Points of origin	Intermediate points	Points of destination	Points beyond
Points in the Russian Federation	(both sides agreed to list the existing points which will be clarified at a later stage) other points subject to an agreement between the aeronautical authorities of the Contracting Parties	Beijing Shanghai Harbin Shenyang Urumqi Dalian Tianjin Changchun Guangzhou Qingdao Sanya Mudanjiag five other points to choose by the Russian Side other points subject to an agreement between the aeronautical authorities of the Contracting Parties	(both sides agreed to list the existing points which will be clarified at a later stage) other points subject to an agreement between the aeronautical authorities of the Contracting Parties

Notes:

- (1) Intermediate points and points beyond the territories of the Contracting Parties may be omitted by the designated airlines of the Contracting Parties at their discretion.
- (2) It is allowed to co-terminalise several points of origin in the territory of one Contracting Party with the same flight number while operating the specified routes except Beijing and Moscow.

- (3) The rights of co-terminalization of the points of origin in the territories of the Contracting Parties as well as points in third countries shall be subject to the separate agreement between the aeronautical authorities of the Contracting Parties.
- (4) The right of the designated airline of one Contracting Party to transport passengers, cargo and mail between the points in the territory of other Contracting Party and points in the territory of the third countries (exercise of fifth freedom traffic right) shall be subject to the agreement between the aeronautical authorities of the Contracting Parties.
- (5) Designated airlines of the Contracting Parties, which operate flights on the specified routes, may enter into commercial arrangements included, but not limited to "block-space" and "code-sharing" with designated airlines of the other Contracting Party. The aeronautical authorities of the Contracting Parties shall agree upon such arrangements. Similar arrangements with airlines of third countries shall be subject of separate agreement between the aeronautical authorities of the Contracting Parties.
- (6) Any types of operation of agreed services by wet leased aircraft by designated as well as non-designated carriers of both Contracting Parties shall be subject of an agreement between the aeronautical authorities of the Contracting Parties.
- (7) Quantity of frequencies used by the designated airlines of each Contracting Party shall be subject of agreement between the aeronautical authorities of the Contracting Parties.
- (8) Charter flights shall be operated in accordance with the rules of the country to which the charter traffic destines.
- (9) The charter services should not jeopardize scheduled services on the specified routes. The operation of charter flights is to be effected in accordance with the legislation of the Contracting Parties.

2. Cargo scheduled air services.

2.1. The designated airlines of the People's Republic of China shall be entitled to operate international scheduled air services in both directions on the routes specified hereunder:

Points of origin	Intermediate points	Points of destination	Points beyond
Points in the People's Republic of China	(both sides agreed to list the existing points which will be clarified at a later stage) other points subject to an agreement between the aeronautical authorities of the Contracting Parties	Moscow Saint-Petersburg Irkutsk Novosibirsk Krasnoyarsk Khabarovsk Abakan Ulianovsk three other points to choose by the Chinese Side Other points subject to an agreement between the aeronautical authorities of the Contracting Parties	(both sides agreed to list the existing points which will be clarified at a later stage) other points subject to an agreement between the aeronautical authorities of the Contracting Parties

2.2. The designated airlines of the Russian Federation shall be entitled to operate international scheduled air services in both directions on the routes specified hereunder:

Points of origin	Intermediate points	Points of destination	Points beyond
Points in the Russian Federation	(both sides agreed to list the existing points which will be clarified at a later stage) other points subject to an agreement between the aeronautical authorities of the Contracting Parties	Beijing Shanghai Shenyang Urumqi Tianjin Guangzhou Xiamen Shenzhen Chengdu Qingdao Nanjing other points subject to an agreement between the aeronautical authorities of the Contracting Parties	(both sides agreed to list the existing points which will be clarified at a later stage) other points subject to an agreement between the aeronautical authorities of the Contracting Parties

Notes:

- (1) Intermediate points and points beyond the territories of the Contracting Parties may be omitted by the designated airlines of the Contracting Parties at their discretion.
- (2) It is allowed to co-terminalise several points of origin in the territory of one Contracting Party with the same flight number while operating the specified routes.
- (3) The rights of co-terminalization of the points of origin in the territories of the Contracting Parties as well as points in third countries shall be subject to the separate agreement between the aeronautical authorities of the Contracting Parties.
- (4) The right of the designated airline of one Contracting Party to transport cargo between the points in the territory of the other Contracting Party and points in the territory of the third countries (exercise of fifth freedom traffic right) shall be

subject to the agreement between the aeronautical authorities of the Contracting Parties.

(5) Designated airlines of the Contracting Parties, which operate flights on the specified routes, may enter into commercial arrangements included, but not limited to "block-space" and "code-sharing" with designated airlines of the other Contracting Party. The aeronautical authorities of the Contracting Parties shall agree upon such arrangements. Similar arrangements with airlines of third countries shall be subject of separate agreement between the aeronautical authorities of the Contracting Parties.

(6) Any types of operation of agreed services by wet leased aircraft by designated as well as non-designated carriers of both Contracting Parties shall be subject of an agreement between the aeronautical authorities of the Contracting Parties.

(7) The designated airlines of the Contracting Parties while operating the specified routes may utilize any type of subsonic aircraft. The designated airlines while using aircraft of different capacity shall coordinate aircraft capacity between aeronautical authorities of the Contracting Parties.

(8) Quantity of frequencies used by the designated airlines of each Contracting Party shall be subject of agreement between the aeronautical authorities of the Contracting Parties.

(9) Charter flights shall be operated in accordance with the rules of the country to which the charter traffic destines.

(10) The charter services should not jeopardize scheduled services on the specified routes. The operation of charter flights is to be effected in accordance with the legislation of the Contracting Parties.

PROTOCOL
to the Air Service Agreement
between the Government of the People's Republic of China
and the Government of the Russian Federation

On the signing of the Air Service Agreement between the Government of the People's Republic of China and the Government of the Russian Federation (hereinafter referred to as the "Agreement"), the undersigned representatives of the Contracting Parties have agreed on the following provision which constitute an integral part of the Agreement:

Unless otherwise agreed by both Contracting Parties, the Agreement does not apply to Hong Kong Special Administrative Region of the People's Republic of China and the Macau Special Administrative Region of the People's Republic of China.

Done in Saint-Petersburg on November 23, 2010 in duplicate in Chinese, Russian and English languages, all texts being equally authentic. In case of divergent interpretation, the English text shall prevail.

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



**For the Government of
the Russian Federation**

