

Air Services Agreement

between the Government of the Hong Kong Special Administrative
Region of the People's Republic of China and
the Government of the Russian Federation

**AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT
OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION
OF THE PEOPLE'S REPUBLIC OF CHINA AND
THE GOVERNMENT OF THE RUSSIAN FEDERATION**

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 Russian Federation (hereinafter referred to as the "Contracting Parties"),

Desiring to conclude an Agreement for the purpose of establishing air services between the Hong Kong Special Administrative Region and the Russian Federation,

Have agreed as follows:

ARTICLE 1

Definitions

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, the Secretary for Economic Services or the Director of Civil Aviation, and in the case of the Russian Federation, the Federal Aviation Authority of Russia, or, in both cases, 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 authorised in accordance with Article 4 of this Agreement;
- (c) the term "area" in relation to the Hong Kong Special Administrative Region includes Hong Kong Island, Kowloon and the New Territories and in relation to the Russian Federation means the territory of the Russian Federation in accordance with the definition of "territory" contained 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 Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944;
- (e) the term "tariff" means one or more of the following:

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- (i) the fare charged by an airline for the carriage of passengers and their baggage, and cargo (excluding mail), on scheduled air services and the charges and conditions for services ancillary to such carriage;
 - (ii) the conditions governing the availability or applicability of any such fare or rate including any benefits attaching to it; and
 - (iii) the rate of commission paid by an airline to an agent in respect of tickets sold or air waybills completed by that agent for carriage on scheduled air services;
- (f) 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;
- (g) the term “Agreement” means this Agreement and the Annex hereto, which is an integral part of the Agreement, and any amendments to it or to 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 and any amendments to the Convention or to its Annexes which apply to both Contracting Parties, insofar as these provisions are applicable to international air services.

ARTICLE 3

Grant of Rights

- (1) 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.

- (2) Each Contracting Party grants to the designated airlines of the other Contracting Party the following rights on the specified routes in respect of its international air services:
 - (a) the right to fly across its area without landing;
 - (b) the right to make stops in its area for non-traffic purposes.
- (3) While operating an agreed service on a specified route the designated airlines of each Contracting Party shall enjoy in addition to the rights specified in paragraph (2) of this Article the right to make stops in the area of 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.
- (4) Nothing in paragraph (3) of this Article shall be deemed to confer on the designated airlines of one Contracting Party the right to take on board, at one point in the area of the other Contracting Party, passengers and cargo, including mail, carried for hire or reward and destined for another point in the area of the other Contracting Party.

ARTICLE 4

Designation of and Authorisation of Airlines

- (1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes and to withdraw or alter such designations.
- (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 or airlines designated the appropriate operating authorisations.
- (3) (a) The Government of the Hong Kong Special Administrative Region shall have the right to refuse to grant the operating authorisations 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 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 Russian Federation or nationals of the Russian Federation.

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- (b) The Government of the Russian Federation shall have the right to refuse to grant the operating authorisations 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 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 fulfil 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 authorised 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 Authorisation

- (1) Each Contracting Party shall have the right to revoke or suspend an operating authorisation for the exercise of the rights specified in Article 3 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 Russian Federation or nationals of the Russian Federation;
- (ii) in the case of the Government of the Russian Federation, 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; or
- (b) in 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 authorisation 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.

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 airlines of each Contracting Party shall take into account the interests of the designated airlines 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 area of 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 area of 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 area of 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
 - (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 aeronautical authorities of the Contracting Parties.

ARTICLE 7**Tariffs**

- (1) The tariffs to be charged by the designated airlines of the Contracting Parties on any agreed services shall be those approved by the aeronautical authorities of both Contracting Parties and shall be established at reasonable levels, due regard being had to all relevant factors, including the cost of operating the agreed services, the interests of users, reasonable profit and the tariffs of other airlines operating over the whole or part of the same route.
- (2) The tariffs referred to in paragraph (1) of this Article may be agreed by the designated airlines of the Contracting Parties seeking approval of the tariffs, which may consult other airlines operating over the whole or part of the same route, before proposing such tariffs. However, a designated airline shall not be precluded from proposing, nor the aeronautical authorities of the Contracting Parties from approving, any tariff, if that airline shall have failed to obtain the agreement of the other designated airlines to such tariff, or because no other designated airline is operating on the same route. References in this and the preceding paragraph to "the same route" are to the route operated, not the specified route.
- (3) Any tariff referred to in the provisions of paragraph (2) above shall be filed with the aeronautical authorities of the Contracting Parties by the designated airline or airlines seeking its approval in such form as the aeronautical authorities may separately require. It shall be filed not less than 60 days (or such shorter period as the aeronautical authorities of the Contracting Parties may agree) before the proposed effective date. The proposed tariff shall be treated as having been filed with the aeronautical authorities of a Contracting Party on the date on which it is received by those aeronautical authorities.
- (4) Any proposed tariff may be approved by the aeronautical authorities of a Contracting Party at any time and, provided it has been filed in accordance with paragraph (3) of this Article, shall be deemed to have been approved by the aeronautical authorities of that Contracting Party unless, within 30 days (or such shorter period as the aeronautical authorities of the Contracting Parties may agree) after the date of filing, the aeronautical authorities of one Contracting Party have served on the aeronautical authorities of the other Contracting Party written notice of disapproval of the proposed tariff.

- (5) If a notice of disapproval is given in accordance with the provisions of paragraph (4) of this Article, the aeronautical authorities of the Contracting Parties may jointly determine the tariff. For this purpose, one Contracting Party may, within 30 days of the service of the notice of disapproval, request consultations between the aeronautical authorities of the Contracting Parties which shall be held within 30 days from the date the other Contracting Party receives such request in writing.
- (6) If a tariff has been disapproved by the aeronautical authorities of a Contracting Party in accordance with paragraph (4) of this Article, and if the aeronautical authorities of the Contracting Parties have been unable jointly to determine the tariff in accordance with paragraph (5) of this Article, the dispute may be settled in accordance with the provisions of Article 16 of this Agreement.
- (7) Subject to paragraph (8) of this Article, a tariff established in accordance with the provisions of this Article shall remain valid until a replacement tariff has been established.
- (8) Except with the agreement of the aeronautical authorities of both Contracting Parties, and for such period as they may agree, the validity of a tariff shall not be prolonged by virtue of paragraph (7) of this Article:
 - (a) where a tariff has a terminal date, for more than 12 months after that date;
 - (b) where a tariff has no terminal date, for more than 12 months after the date on which a replacement tariff is filed with the aeronautical authorities of the Contracting Parties by a designated airline of a Contracting Party.
- (9) No tariff shall come into force if it has not been approved or if it has not been deemed to have been approved by the aeronautical authorities of both Contracting Parties.

ARTICLE 8

Customs Duties

- (1) Aircraft operated in international air services by the designated airlines of one Contracting Party, their regular equipment, fuel, lubricants, consumable technical supplies, spare parts including engines, and aircraft stores (including but not limited to such items as food, beverages and tobacco) which are on board such aircraft shall be exempted by the other

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Contracting Party on the basis of reciprocity from all customs duties, customs taxes, and similar customs fees and customs charges not based on the cost of services provided on arrival, provided such regular equipment and such other items remain on board the aircraft.

- (2) Regular equipment, fuel, lubricants, consumable technical supplies, spare parts including engines, aircraft stores (including but not limited to such items as food, beverages and tobacco) and the necessary documents of a designated airline of one Contracting Party including air tickets and air waybills, introduced into the area of the other Contracting Party by or on behalf of that designated airline or taken on board the aircraft operated by that designated airline, shall be exempted by the other Contracting Party on the basis of reciprocity from all customs duties, customs taxes, and similar customs fees and customs charges not based on the cost of services provided on arrival, even when such regular equipment and such other items are to be used on any part of a journey performed over the area of the other Contracting Party. Charges for storage and customs clearance may be levied in respect of the regular equipment and the other items referred to in this paragraph in accordance with the relevant legislation of each Contracting Party.
- (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 area of 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 from all customs duties, customs taxes, and similar customs fees and customs charges 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 from all customs duties, customs taxes, and similar customs fees and customs charges 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 or airlines for the loan or transfer in the area of 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 or airlines similarly enjoy such exemptions from that other Contracting Party.

- (6) Baggage and cargo in direct transit across the area of a Contracting Party shall be exempted from customs duties and other similar taxes on arrival or departure.

ARTICLE 9

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 and 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, and the operators of airports in its area, 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 of that other Contracting Party. Each Contracting Party shall ensure that adequate

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measures are effectively applied within its area 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 10

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 airlines 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.

ARTICLE 11

Conversion and Transfer of Revenue

- (1) Each Contracting Party shall grant to the designated airlines of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by the said designated airlines in connection with the operation of international air services, including sales.
- (2) Such transfer shall be effected in a freely convertible currency at the rate of exchange which is in effect either at the time such revenues are presented for conversion and remittance or on the day of transfer, as the case may be, in accordance with the relevant legislation of the Contracting Party from which the transfer is effected, and shall not be subject to any charges except normal banking charges.

ARTICLE 12

Avoidance of Double Taxation

- (1) Income or profits derived from the operation of aircraft in international traffic by an airline of one Contracting Party, including participation in a pool service, a joint air transport operation or an international operating agency, which are subject to tax in the area of that Contracting Party, shall be taxable only in the area of that Contracting Party.
- (2) Capital and assets of an airline of one Contracting Party relating to the operation of aircraft in international traffic shall be taxable only in the area of that Contracting Party.
- (3) Gains from the alienation of aircraft operated in international traffic and movable property pertaining to the operation of such aircraft derived by an airline of one Contracting Party shall be taxable only in the area of that Contracting Party.
- (4) For the purposes of this Article:
 - (a) the term "income or profits" includes revenues and gross receipts from the operation of aircraft for the carriage of persons, livestock, personal belongings, goods, mail or merchandise in international traffic including:
 - (i) the charter or rental of aircraft;
 - (ii) the sale of tickets or similar documents, and the provision of services connected with such carriage, either for the airline itself or for any other airline; and
 - (iii) interest on funds directly connected with the operation of aircraft in international traffic;
 - (b) the term "international traffic" means any carriage by an aircraft except when such carriage is solely between places in the area of the other Contracting Party;
 - (c) the term "airline of one Contracting Party" means, in the case of the Hong Kong Special Administrative Region, an airline incorporated and having its principal place of business in the Hong Kong Special Administrative Region and, in the case of the Russian Federation, an airline the substantial ownership and effective control of which are vested in the Government of the Russian Federation or nationals of the Russian Federation;

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- (d) the term "competent authority" means, in the case of the Hong Kong Special Administrative Region, the Commissioner of Inland Revenue or his authorised representative, or any person or body authorised to perform any functions at present exercisable by the Commissioner or similar functions, and, in the case of the Russian Federation, the Ministry of Finance of the Russian Federation or its authorised representative.
- (5) The competent authorities of the Contracting Parties shall, through consultation, endeavour to resolve by mutual agreement any disputes regarding the interpretation or application of this Article. Article 16 (Settlement of Disputes) shall not apply to any such dispute.
- (6) This Article shall enter into force on the date of the last written notification confirming that the Contracting Parties have fulfilled all the internal procedures for the entry into force of this Article and the Article shall be applied:
- (a) in the Hong Kong Special Administrative Region, for any year of assessment beginning on or after 1st April in the calendar year next following that in which the Article enters into force;
- (b) in the Russian Federation, for any tax year or period beginning on or after 1st January in the calendar year next following that in which the Article enters into force.
- (7) Where either Contracting Party notifies to the other Contracting Party the termination of this Agreement under Article 18, this Article shall cease to have effect:
- (a) in the Hong Kong Special Administrative Region, for any year of assessment beginning on or after 1st April in the calendar year next following that in which the notice of termination is given;
- (b) in the Russian Federation, for any tax year or period beginning on or after 1st January in the calendar year next following that in which the notice of termination is given.
- (8) The provisions of Article 18 (Termination) and Article 20 (Entry into Force) shall not be applicable to this Article.
- (9) This Article shall cease to have effect in the event that an agreement for the avoidance of double taxation with respect to taxes on income, providing for similar exemptions to those in this Article, enters into force between the Contracting Parties.

ARTICLE 13

Airline Representation and Air Transportation Sales

- (1) The designated airlines 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 the area of 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 designated airlines of each Contracting Party shall have the right to engage in the sale of air transportation on their own transportation documents in the area of the other Contracting Party, either directly or through agents, in accordance with the laws and regulations of that other Contracting Party.

ARTICLE 14

User Charges

- (1) In making user charges or permitting them to be made, the Contracting Parties shall act in conformity with Article 15 of the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944.
- (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 organisations. 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.

ARTICLE 15

Consultation

One Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement.

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Such consultations, which may be between the aeronautical authorities of the Contracting Parties, shall begin within 60 days from the date the other Contracting Party receives such request in writing, unless otherwise agreed by the Contracting Parties.

ARTICLE 16

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 between aeronautical authorities.
- (2) If the aeronautical authorities fail to reach an agreement, the dispute shall be settled directly between the Contracting Parties.
- (3) If the Contracting Parties fail to reach a settlement of the dispute in accordance with paragraph (2) above, 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 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 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 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.
- (4) The tribunal shall determine the limits of its jurisdiction and establish its own procedure. In doing so, the tribunal shall have regard to the need to complete its deliberations as expeditiously as possible.
- (5) The decision of the tribunal shall be binding on the Contracting Parties.

- (6) Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally between the Contracting Parties.

ARTICLE 17

Amendment

- (1) Any amendments to this Agreement other than the Annex shall enter into force on the date of the last written notification confirming that the Contracting Parties have fulfilled all the internal procedures for their entry into force.
- (2) Any amendments to the Annex shall enter into force on the date of the last written notification by the aeronautical authorities of the Contracting Parties confirming that all the internal procedures for their entry into force, if required, have been fulfilled.

ARTICLE 18

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 such notice by that other Contracting Party, unless such notice is withdrawn by agreement before the expiry of this period.

ARTICLE 19

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 20

Entry into Force

This Agreement shall be applied provisionally from the date of signature and shall enter into force on the date of the last written notification confirming that the Contracting Parties have fulfilled all the internal procedures for the entry into force of this Agreement.

In witness whereof, the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

Done, in duplicate at Hong Kong this 22nd day of January 1999 in the English and Russian languages, both texts being equally authoritative.

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

For the Government of the
Russian Federation:

Stephen IP Shu Kwan

Gennady N. ZAITSEV

ANNEX

Route Schedule

Section 1

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

Hong Kong Special Administrative Region—intermediate points—points in the Russian Federation—points beyond.

Notes:

1. The points to be served on the routes specified above are to be jointly determined by the aeronautical authorities of the Contracting Parties.
2. The designated airline or airlines 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, and points in the Russian Federation 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 Russian Federation or vice versa, except as may from time to time be jointly determined by the aeronautical authorities of the Contracting Parties.
4. No point in the mainland of China may be served.

Section 2

Routes to be operated by the designated airline or airlines of the Russian Federation:

Points in the Russian Federation—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 aeronautical authorities of the Contracting Parties.
2. The designated airline or airlines of the Russian Federation may on any or all flights omit calling at any points on the routes specified above, and may serve points in the Russian Federation in any order, and intermediate

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- points in any order, and points beyond in any order, provided that the agreed services on these routes begin at points in the Russian Federation.
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 aeronautical authorities of the Contracting Parties.
 4. No point in the mainland of China may be served.

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(Translation)

Chief Executive
Hong Kong Special Administrative Region
People's Republic of China

Mr TUNG Chee Hwa,

I hereby inform you that the Central People's Government authorises the Government of the Hong Kong Special Administrative Region to conclude the Agreement between the Government of the Hong Kong Special Administrative Region of the People's Republic of China and the Government of the Russian Federation concerning Air Services.

Best regards,

(Signed) Qian Qichen
Vice Premier of the State Council
and Minister of Foreign Affairs

Beijing, 4 January 1998