



中
美
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中
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協
定

白皮書第九十三號（三十七年一月）

（中華民國三十五年十二月二十日簽字
中華民國三十五年十二月二十日生效）

中華民國國民政府外交部編印

AIR TRANSPORT AGREEMENT
BETWEEN
THE REPUBLIC OF CHINA
AND
THE UNITED STATES OF AMERICA

中美空中運輸協定

締約雙方政府，鑒於一千九百四十四年十二月七日於伊里諾芝加哥國際民用航空會議因採用臨時航空路線及業務協定之標準方式而簽訂之決議案，並為互相鼓勵與促進中華民國及美利堅合衆國間空運之健全經濟發展起見，茲同意彼此領土間空運業務之設立及發展，應依左列條款之規定：

第一條

締約雙方授予在本協定附件中所規定而為設立國際民用航空路線及業務所必需之權利，無論此項業務立即開辦，抑或日後開辦，悉由受權之締約一方任意抉擇。

第二條

(甲) 俟依第一條受權指定一航空組織或數航空組織經營有關航線之締約一方，業已准許一航空組織經營該航線時，前述之各航空業務，應立即開辦；又授權之締約一方，在不違背本協定第七條之規定下，必須給予各該有關航空組織適當之營業許可；但經指定之航空組織，於獲許從事本協定所規定之營業以前，得由授權之締約一方主管航空官廳，令其依照該官廳通常適用之法律規章證明其資格；又在戰事或軍事佔領區域內，或在受其影響之區域內，此項開業，須經主管軍事官

應之核准。

(乙) 締約雙方了解，締約雙方應於最近可能日期，負責行使依本協定所給予之商務權利，但因一時無法行使者，不在此限。

第 三 條

凡締約任何一方，對於本協定簽字國以外之任何國家或對於一航空組織前所給予之營業權利，應依其條件繼續有效。

第 四 條

爲防止歧視，並爲保證平等待遇起見，締約雙方同意：

(甲) 締約任何一方得徵課或准予徵課關於航空站及其他設備之使用之公允合理之費用。但締約雙方同意，此項費用不得高於其本國籍航空器於從事類似國際空運業務時關於此項航空站及設備之使用所須繳納之費用。

(乙) 締約此方或其國民所輸入締約彼方領土內之燃料、滑潤油及配件，而專爲供締約此方航空器使用者，關於其關稅、檢查費及其他國內稅費之徵課，應由輸入領土所屬之締約一方給予國民待遇及最惠國待遇。

(丙) 凡留在締約此方獲許經營附件中所述航線及業務之航空組織，其民用航空器內之燃料、滑潤油、配件、經常設備

，以及航空器材，於其進入或離去締約彼方領土時，此項供應品縱係該航空器在該締約彼方領土內飛行時所使用或消耗者，仍應免繳關稅、檢查費或類似之稅費。

第五條

締約此方所發給或確認為有效之適航證書、勝任證書及執照，為經營附件中所述之航線及業務之目的者，締約彼方應承認其為有效；但締約雙方保留拒絕承認他國對各該本國國民，為在各該本國領土上空飛行而發給之勝任證書及執照之權利。

第六條

(甲) 締約此方關於從事國際航空之航空器之進入或離去其領土，或關於此項航空器之在其領土內經營及飛航之法律規章，應不分國籍，而適用於締約彼方之航空器，並應由該項航空器，於其進入、離去或留在締約此方領土時遵守之。

(乙) 締約此方關於航空器內乘客、航員或載貨進入或離去其領土之法律規章，例如關於入境、報關、移民、護照、關務及檢疫之規章，應由締約彼方航空器內之此等乘客、航員或載貨，於其進入、離去或留在締約此方領土時遵守之，或代為遵守之。

第七條

依本協定所准許之締約任何一方之航空組織，其大部所有權及有效管理權，應屬諸各該方之國民。遇有締約彼方之任何航空組織，不遵守其飛經國家之法律，如本協定第六條所指者，或不履行依本協定及其附件而授權之條件時，締約此方保留扣發或撤銷其證書或許可證之權利。

第八條

本協定及其有關之一切契約，應送交國際民用航空臨時組織或其接替組織登記。

第九條

除本協定或其附件內另有規定外，締約雙方間如有關於本協定或其附件之解釋或適用上之任何爭執，而不能經由協商予以解決者，應交由國際民用航空臨時組織臨時理事會（依一千九百四十四年十二月七日在芝加哥所簽訂之國際民用航空臨時協定第三條第六款（八）之規定）或其接替組織提出諮詢報告書。

第十條

除在文義上須另作解釋外，為解釋本協定及其附件，左列用語之意義如次：

(甲)「航空官廳」一詞，在中華民國方面，指目前之交通部部長及有權執行該部長現所行使之任何職務或類似職務之任何人或機關，在美利堅合衆國方面，爲民用航空局及有權執行該局現所行使之職務或類似職務之任何人或機關。

(乙)「指定之航空組織」一詞，指締約此方航空官廳，對締約彼方航空官廳以書面通知其爲依本協定第二條(甲)項所指定之航空組織以從事於此項通知中所特定航線之空運事業者。

(丙)「領土」一詞，具有一千九百四十四年十二月七日在芝加哥所簽訂之國際民用航空公約第二條所確定之意義。

(丁)一千九百四十四年十二月七日在芝加哥所簽訂之國際民用航空公約第九十六條(甲)(乙)及(丁)項中所列之定義，應予適用。

第十一條

如締約任何一方認爲附件中所規定之航線或條件宜予修正時，得請由締約雙方主管官廳進行協商，該項協商應自聲請之日起六十日之期間內開始。此項官廳互相同意有關附件之新設或修正之條件時，則其所提有關該事項之建議，俟雙方互換外交照會予以證實後發生效力。

第十二條

本協定於四年期間內應繼續有效，或至經締約雙方爲符合將來對其生效之普遍多邊空運公約，而予以替代時爲止。本協定之有效期間屆滿，於雙方同意延長其期限時，得互換外交照會爲之。但締約雙方了解並同意，本協定得由締約此方於一年前預先通知彼方廢止之，此項通知得於締約雙方經過兩個月協商期間後隨時提出之。

第十三條

本協定包括其附件之規定，應自其簽訂之日起發生效力。

本協定用中文及英文各繕兩份，中文本及英文本同一作準。

中華民國三十五年十二月二十日
公曆一千九百四十六年十二月二十日
訂於南京

中華民國：

王世杰 (簽字)

美利堅合衆國：

司徒雷登 (簽字)

附件

(甲) 依本協定而獲許之美國航空組織，給以通過中國領土及在中國領土內作非營業性降落之權利，並給以在上海、天津、廣州及在左列各航線所隨時商定而增闢之地點，沿線來往裝卸國際客、貨及郵件之權利：

(一) 由美國橫渡太平洋航線，至天津及上海，並由該地至菲律賓羣島及以外各處，以及經過下述第二款航線至上海以外各處。

(二) 由美國橫渡太平洋航線，至上海、廣州及以外各處。

(三) 由美國橫渡大西洋航線，經過歐洲、非洲、近東、印度、緬甸及越南沿線各地點至廣州、上海及以外各處。

凡經准許在上述各航線上營業之航空組織，得在各該航線上任何地點間作不着陸之飛行，而免在各該航線上其他地點之一處或數處降落。

(乙) 依本協定而獲許之中國航空組織，給以通過美國領土及在美國領土內作非營業性降落之權利，並給以在金山、紐約、檀香山及在左列各航線所隨時商定而增闢之地點，沿線來往裝卸國際客、貨及郵件之權利：

(一) 由中國橫渡太平洋航線，經過東京、千島羣島、阿留申羣島及阿拉斯加至金山及以外各處。

(二) 由中國橫渡太平洋航線，經過馬尼刺、關島、威克島及檀香山沿線各地點至金山及以外各處。

(三) 由中國橫渡大西洋航線，經過越南、緬甸、印度、近東、非洲及歐洲沿線各地點至紐約及以外各處。

凡經准許在上述各航線上營業之航空組織，得在各該航線上任何地點間作不着陸之飛行，而免在該航線上其他地點之一處或數處降落。

(丙) 關於依本協定獲許之空運業務之經營，締約雙方同意左列各項原則及目的：

(一) 對於凡在國際航線上經營國際空運業務之締約任何一方之航空組織，予以公允及平等之機會；並創設機構，以消除因班次或運量之不正當增加而引起之不公允之競爭。

(二) 對於預先訂定班次或運量之任何方式，或關於各國與各該本國航空組織間空運業務之任何擅意分配，予以廢除。

(三) 關於左列各點，應將第五自由之運輸業務，予以調整：

(子) 出發地之國家與目的地之國家間運輸之需要；

(丑) 直達航線業務之需要；

(寅) 航線所經地區之運輸之需要，並應顧及其地方性及區域性業務。

(丁) (一) 締約任何一方之航空組織所擬訂關於本附件所指定在美國領土內各地點與中國領土內各地點間之運率，應經締約雙

方就其各該方憲法上之權力及義務範圍內，予以核定。遇有意見不同時，其爭執事件，應照下述規定處理之。

(二) 美國民用航空局既已宣告其意願，認可如所提交之國際空運協會運率評議機構，自一千九百四十六年二月起，為期一年，凡在此期內，經由該機構所訂立之運率協定而涉及美國航空組織者，應經該局之核准。

(三) 締約任何一方之一航空組織或數航空組織所提出之任何新運率，應在其所提開始之日期前至少三十日，向締約雙方航空官廳備案；但在特殊情形之下，此三十日之期間，如經締約雙方航空官廳之同意，得予縮短。

(四) 締約雙方同意，本項第五款第六款及第七款所規定之程序，遇有下述情形，概應適用：

(子) 在美國民用航空局認可國際空運協會運率評議機構期間內，如締約任何一方不在合理時間內認可任何特定運率協定時，或國際空運協會未能議定運率時，或

(丑) 凡無國際空運協會機構可資應用時，或

(寅) 在締約任何一方對於國際空運協會運率評議機構之有關本項規定之部分，於無論何時，撤銷其認可，或不續予認可時。

(五) 遇有法律授予美國航空官廳以訂定在國際業務上關於客、貨空運之公允及經濟之權力，及停止實施所提運率之權力，一如現時所授予美國民用航空局在美國國內關於此項客、貨空運率所執行之權力，如提出運率之一航空組織

或數航空組織所屬締約一方之航空官廳，認該項運率爲不公允或不經濟時，則締約任何一方應行使其職權，以阻止其一航空組織所提自締約此方領土至締約彼方領土內一地點或數地點間營業之一運率或數運率，發生效力。締約此方接到本項第三款所指之通知，對於締約彼方之一航空組織或數航空組織所提出之運率，如不滿意時，應於上述三十日期間內之前十五日內，通知締約彼方。締約雙方應盡力議定適當之運率。如經議定，締約雙方應行使其法律上之權力，使其生效。如本項第三款所指之三十日期間業已屆滿而尙未議定時，則所提運率，除其有關航空組織所屬國航空官廳，認爲宜停止其實施者外，在任何爭議依本項第七款所規定之程序獲得解決以前，得暫予實施。

(六) 在法律尙未授予美國航空官廳以上述權力以前，締約此方對於締約任何一方之一航空組織或數航空組織所提出之自締約此方領土至締約彼方領土內一地點或數地點間營業之任何新運率，如不滿意時，應於本項第三款所指之三十日期間內之前十五日內，通知締約彼方。締約雙方應盡力議定適當之運率。如經議定，締約雙方應盡最大之努力，使其一航空組織或數航空組織將此項議定運率付諸實施。締約雙方承認，如在此三十日期間屆滿以前，未能議定時，則對所提運率表示異議之締約一方，得採取其所認爲必要之步驟，以阻止依此項業經表示異議之運率，開辦或續辦此項空運業務。

(七) 締約雙方航空官廳，於本項第五款及第六款之任何情形下，並於因締約此方對於締約彼方之一航空組織或數航空組織所提出之運率或現行運率，表示異議，而於由此發起協商後未能在合理時間內，議定適當之運率時，經任何一方之請求，締約雙方應將此項問題提交國際民用航空臨時組織或其接替組織，請其提出諮詢報告書；締約雙方，並應各在其權限範圍內，以最大之努力，使該報告書內所表達之意見，付諸實施。

(八) 凡依上述各款應行議定之運率，應依合理標準，並顧及一切有關因素，如營業費用、合理利潤及由任何其他航空組織所徵收之運率等項訂定之。

(九) 美國政府行政部門同意，盡其最大之努力，促訂法律，授予其航空官廳以訂定在國際業務上關於客、貨空運之公允及經濟之運率之權力，及停止實施所提運率之權力，一如現時所授予美國民用航空局在美國國內關於此項客、貨空運運率所執行之權力。

王世杰 (簽字)

司徒雷登 (簽字)

換 文

一一一

一、美國駐華大使司徒雷登致中國外交部部長王世杰照會

關於美利堅合衆國政府與中華民國政府本日所簽訂之空運協定，本國政府了解下列各點，業經附帶議定：

(甲) 在擴充及改善天津航空站之設備至足以容納在上述協定內所指定以天津爲空運地點之國際航線上飛行之航空器所必需之限度以前，中國政府准許經營此線之航空器，爲國際空運之目的，在北平降落。

(乙) 凡指定經營附件(甲)項中所列第二及第三兩航線之美國航空組織，得由美國政府抉擇，在香港營業，以代在廣州營業；但該指定之美國航空組織，不得經營香港與協定附件內所載中國領土內各地點之任何一地點間之區間航空業務。又倘美國政府抉擇廣州以代香港，則指定經營附件(甲)項中所列第二航線之美國航空組織，有在廣州與其中太平洋航線銜接之權利。指定經營附件(乙)項中所列第一及第二航線之中國航空組織，亦有在金山銜接之權利。

(丙) 美國政府欲使美國航空組織獲得經營本協定所規定以外之中國國內其他國際空運地點之權利。中國政府目前不擬增加此項空運地點，但準備於情勢適宜時迅予考慮之。

(丁) 一俟任何第三國之航空組織，獲准經營在中國境內增闢之空運地點時，美國航空組織，應亦即同樣獲准。又根據互惠原則，中國航空組織，亦應獲准經營在美國境內增闢之空運地點。

(戊)協定附件內所用「及以外各處」字樣，係指所指定之航線得延展至締約一方領土界限以外，以訖其他一國或數國而言。此項字樣，不得解釋為締約任何一方必須在其領土內准予增闢空運地點。

(己)美國政府同意，倘於任何時期，美國與任何其他國家簽訂協定，採用預先訂定班次或運量之方式時，亦應與中國政府簽訂同樣之協定。

相應照達

查照，倘蒙

貴部長對上列各點，予以證實，本大使實深感荷。

本大使順向

貴部長重表敬意。

此致

中華民國外交部部長王闓下

司徒雷登 (簽字)

一九四六年十二月二十日
中華民國三十五年

二、中國外交部部長王世杰覆美國駐華大使司徒雷登照會

接准一九四六年十二月二十日

貴大使來照內開：

「關於美利堅合衆國政府與中華民國政府本日所簽訂之空運協定，本國政府了解下列各點，業經附帶議定：

(甲) 在擴充及改善天津航空站之設備至足以容納在上述協定內所指定以天津爲空運地點之國際航線上飛行之航空器所必需之限度以前，中國政府准許經營此線之航空器，爲國際空運之目的，在北平降落。

(乙) 凡指定經營附件(甲)項中所列第二及第三兩航線之美國航空組織，得由美國政府抉擇，在香港營業，以代在廣州營業；但該指定之美國航空組織，不得經營香港與協定附件內所載中國領土內各地點之任何一地點間之區間航空業務。又倘美國政府抉擇廣州以代香港，則指定經營附件(甲)項中所列第二航線之美國航空組織，有在廣州與其中太平洋航線銜接之權利。指定經營附件(乙)項中所列第一及第二航線之中國航空組織，亦有在金山銜接之權利。

(丙) 美國政府欲使美國航空組織獲得經營本協定所規定以外之中國國內其他國際空運地點之權利，中國政府目前不擬增加此項空運地點，但準備於情勢適宜時迅予考慮之。

(丁)一俟任何第三國之航空組織，獲准經營在中國境內增開之空運地點時，美國航空組織，應亦即同樣獲准。又根據互惠原則，中國航空組織，亦應獲准經營在美國境內增開之空運地點。

(戊)協定附件內所用「及以外各處」字樣，係指所指定之航線得延展至締約一方領土界限以外，以訖其他一國或數國而言。此項字樣，不得解釋為締約任何一方必須在其領土內准予增開空運地點。

(己)美國政府同意，倘於任何時期，美國與任何其他國家簽訂協定，採用預先訂定班次或運量之方式時，亦應與中國政府簽訂同樣之協定。

相應照達

查照，倘蒙

貴部長對上列各點，予以證實，本大使實深感荷。

本大使願向

貴部長重表敬意。」

本部長茲特聲明中國政府同意

貴大使上開來照之內容。

本部長順向

貴大使重表敬意。

此致

美利堅合衆國駐華特命全權大使司徒雷登閣下

中華民國三十五年十二月二十日於南京

王世杰
(簽字)

AIR TRANSPORT AGREEMENT BETWEEN THE
REPUBLIC OF CHINA AND THE UNITED
STATES OF AMERICA

Having in mind the resolution signed under date of December 7, 1944 at the International Civil Aviation Conference in Chicago, Illinois, for the adoption of a standard form of agreement for provisional air routes and services, and the desirability of mutually stimulating and promoting the sound economic development of air transportation between the Republic of China and the United States of America, the two Governments parties to this Agreement agree that the establishment and development of air transport services between their respective territories shall be governed by the following provisions:

ARTICLE 1

The contracting parties grant the rights specified in the Annex hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

ARTICLE 2

(a) Each of the air services so described shall be placed in operation as soon as the contracting party to whom the right has been granted by Article 1 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the contracting party granting the right shall, subject to Article 7 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airline so designated may be required to qualify before the competent aeronautical authorities of the contracting party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this Agreement; and provided that in areas of hostilities or of military occupation, or in areas affected thereby, such inaugura-

tion shall be subject to the approval of the competent military authorities.

(b) It is understood that the contracting parties should undertake to exercise the commercial rights granted under this Agreement at the earliest practicable date except in the case of temporary inability to do so.

ARTICLE 3

Operating rights which may have been granted previously by either of the contracting parties to any State not a party to this Agreement or to an airline shall continue in force according to their terms.

ARTICLE 4

In order to prevent discriminatory practices and to assure equality of treatment, it is agreed that:

(a) Each of the contracting parties may impose or permit to be imposed just and reasonable charges for the use of airports and other facilities. Each of the contracting parties agrees, however, that these charges shall not be higher than those which would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts introduced into the territory of one contracting party by the other contracting party or its nationals and intended solely for use by aircraft of such other contracting party shall be accorded national and most-favored-nation treatment with respect to the imposition of customs duties, inspection fees or other national duties or charges by the contracting party whose territory is entered.

(c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one contracting party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other contracting party, be exempt from customs duties, inspection fees or similar duties or charges, even though such supplies be used or consumed

by such aircraft on flights in that territory.

ARTICLE 5

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one contracting party shall be recognized as valid by the other contracting party for the purpose of operating the routes and services described in the Annex. Each contracting party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another State.

ARTICLE 6

(a) The laws and regulations of one contracting party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the other contracting party without distinction as to nationality, and shall be complied with by such aircraft upon entering or departing from or while within the territory of that contracting party.

(b) The laws and regulations of one contracting party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew, or cargo of the aircraft of the other contracting party upon entrance into or departure from or while within the territory of that contracting party.

ARTICLE 7

Substantial ownership and effective control of airlines of each contracting party authorized under this Agreement shall be vested in nationals of that contracting party. Each contracting party reserves the right to withhold or revoke the certificate or permit of any airline of the other contracting party in case of failure of such airline to comply with the laws of the State over which it operates, as described in

Article 6 hereof, or otherwise to fulfill the conditions under which the rights are granted in accordance with this Agreement and its Annex.

ARTICLE 8

This Agreement and all contracts connected therewith shall be registered with the Provisional International Civil Aviation Organization, or its successor.

ARTICLE 9

Except as otherwise provided in this Agreement or in its Annex, any dispute between the contracting parties relating to the interpretation or application of this Agreement or its Annex which cannot be settled through consultation shall be referred, for an advisory report, to the Interim Council of the Provisional International Civil Aviation Organization (in accordance with the provisions of Article III, Section 6 (8) of the Interim Agreement on International Civil Aviation signed at Chicago on December 7, 1944) or its successor.

ARTICLE 10

For the purposes of this Agreement and its Annex, unless the context otherwise requires:

(a) The term "aeronautical authorities" shall mean, in the case of the Republic of China, the Minister of Communications for the time being, and any person or body authorized to perform any functions presently exercised by the said Minister or similar functions, and, in the case of the United States of America, the Civil Aeronautics Board and any person or body authorized to perform the functions presently exercised by the Board or similar functions.

(b) The term "designated airline" shall mean the air transport enterprises which the aeronautical authorities of one of the contracting parties have notified in writing to the aeronautical authorities of the other contracting party as the airlines designated by it in accordance with paragraph (a) of Article 2 of this Agreement for the routes specified in such notification.

(c) The term "territory" shall have the meaning

assigned to it by Article 2 of the Convention on International Civil Aviation signed at Chicago on December 7, 1944.

(d) The definitions contained in paragraphs (a), (b) and (d) of Article 96 of the Convention on International Civil Aviation signed at Chicago on December 7, 1944 shall apply.

ARTICLE 11

In the event either of the contracting parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent aeronautical authorities of both contracting parties, such consultation to begin within a period of 60 days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

ARTICLE 12

This Agreement shall continue in force for a period of four years or until it may be superseded in order to conform with a general multilateral air transport convention which may enter into force in relation to both contracting parties. Upon the expiration of this Agreement its renewal for additional periods of time to be agreed upon may be effected by an exchange of diplomatic notes. It is understood and agreed, however, that this Agreement may be terminated by either contracting party upon giving one year's notice to the other contracting party. Such notice may be given at any time after a period of two months to allow for consultation between the contracting parties.

ARTICLE 13

This Agreement, including the provisions of the Annex hereto, will come into force on the day it is signed.

Done in duplicate, in the Chinese and English lan-

guages, both equally authentic, at Nanking, this twentieth day of the twelfth month of the thirty-fifth year of the Republic of China, corresponding to the twentieth day of December, one thousand nine hundred forty-six.

For the Government of the Republic of China:

(Signed) WANG Shih-chieh

For the Government of the United States of America:

(Signed) J. Leighton STUART

ANNEX

A. Airlines of the United States authorized under the present Agreement are accorded rights of transit and nontraffic stop in Chinese territory, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at Shanghai, Tientsin, and Canton as well as at such additional points as may be agreed upon from time to time, on the following routes, via intermediate points in both directions:

1. The United States over a Pacific route to Tientsin and Shanghai and thence to the Philippine Islands and beyond, as well as beyond Shanghai via Route No. 3 described below.

2. The United States over a Pacific route to Shanghai and Canton and beyond.

3. The United States over an Atlantic route via intermediate points in Europe, Africa, the Near East, India, Burma and Indo-China to Canton and Shanghai and beyond.

On each of the above routes the airline authorized to operate such route may operate nonstop flights between any of the points on such route omitting stops at one or more of the other points on such route.

B. Airlines of China authorized under the present Agreement are accorded rights of transit and nontraffic stop in the territory of the United States, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at San Francisco, New York, and Honolulu, as well as at such additional points as may be agreed upon from time to time, on the following routes, via intermediate points in both directions:

1. China over a Pacific route via Tokyo, Kurile Islands, the Aleutian Islands and Alaska to San Francisco and beyond.

2. China over a Pacific route via the intermediate points of Manila, Guam, Wake, and

Honolulu to San Francisco and beyond.

3. China over an Atlantic route via intermediate points in Indo-China, Burma, India, the Near East, Africa and Europe to New York and beyond.

On each of the above routes the airline authorized to operate such route may operate nonstop flights between any of the points on such route omitting stops at one or more of the other points on such route.

C. In the operation of the air services authorized under this Agreement, both contracting parties agree to the following principles and objectives:

1. Fair and equal opportunity for the airlines of each contracting party to operate air services on international routes, and the creation of machinery to obviate unfair competition by unjustifiable increases of frequencies or capacity;

2. The elimination of formulae for the predetermination of frequencies or capacity or of any arbitrary division of air traffic between countries and their national airlines;

3. The adjustment of fifth freedom traffic with regard to:

(a) Traffic requirements between the country of origin and the countries of destination;

(b) The requirements of through airline operation;

(c) The traffic requirements of the area through which the airline passes after taking account of local and regional services.

D. 1. Rates to be charged by the air carriers of either contracting party between points in the territory of China and points in the territory of the United States referred to in this Annex shall be subject to the approval of the contracting parties within their respective constitutional powers and obligations. In the event of disagreement the matter in dispute shall be

handled as provided below.

2. The Civil Aeronautics Board of the United States having announced its intention to approve the rate conference machinery of the International Air Transport Association (hereinafter called "IATA"), as submitted, for a period of one year beginning in February, 1946, any rate agreements concluded through this machinery during this period and involving United States air carriers will be subject to approval by the Board.

3. Any new rate proposed by the air carrier or carriers of either contracting party shall be filed with the aeronautical authorities of both contracting parties at least thirty days before the proposed date of introduction; provided that this period of thirty days may be reduced in particular cases if so agreed by the aeronautical authorities of both contracting parties.

4. The contracting parties hereby agree that where:

(a) during the period of the Board's approval of the IATA rate conference machinery, either any specific rate agreement is not approved within a reasonable time by either contracting party or a conference of IATA is unable to agree on a rate, or

(b) at any time no IATA machinery is applicable, or

(c) either contracting party at any time withdraws or fails to renew its approval of that part of the IATA rate conference machinery relevant to this provision,

the procedure described in paragraphs 5, 6 and 7 hereof shall apply.

5. In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons

and property by air within the United States, each of the contracting parties shall thereafter exercise its authority in such manner as to prevent any rate or rates proposed by one of its carriers for services from the territory of one contracting party to a point or points in the territory of the other contracting party from becoming effective, if in the judgment of the aeronautical authorities of the contracting party whose air carrier or carriers is or are proposing such rate, that rate is unfair or uneconomic. If one of the contracting parties on receipt of the notification referred to in paragraph 3 above is dissatisfied with the new rate proposed by the air carrier or carriers of the other contracting party, it shall so notify the other contracting party prior to the expiry of the first fifteen of the thirty days referred to, and the contracting parties shall endeavour to reach agreement on the appropriate rate. In the event that such agreement is reached each contracting party will exercise its statutory powers to give effect to such agreement. If agreement has not been reached at the end of the thirty day period referred to in paragraph 3 above, the proposed rate may, unless the aeronautical authorities of the country of the air carrier concerned see fit to suspend its operation, go into effect provisionally pending the settlement of any dispute in accordance with the procedure outlined in paragraph 7 below.

6. Prior to the time when such power may be conferred by law upon the aeronautical authorities of the United States, if one of the contracting parties is dissatisfied with any new rate proposed by the air carrier or carriers of either contracting party for services from the territory of one contracting party to a point or points in the territory of the other contracting party, it shall so notify the other prior to the expiry of the first fifteen of the thirty day period referred to in paragraph 3 above, and the contracting parties shall endeavour to reach agreement on the appropriate rate. In the event that such agreement is reached each contracting party will use its best efforts to cause such agreed rate to be put into effect by its air carrier or carriers. It is recognized that

if no such agreement can be reached prior to the expiry of such thirty days, the contracting party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

7. When in any case under paragraphs 5 and 6 above the aeronautical authorities of the two contracting parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one contracting party concerning the proposed rate or an existing rate of the air carrier or carriers of the other contracting party, upon the request of either, both contracting parties shall submit the question to the Provisional International Civil Aviation Organization or to its successor for an advisory report, and each party will use its best efforts under the powers available to it to put into effect the opinion expressed in such report.

8. The rates to be agreed in accordance with the above paragraphs shall be fixed at reasonable levels, due regard being paid to all relevant factors, such as cost of operation, reasonable profit and the rates charged by any other air carriers.

9. The Executive Branch of the Government of the United States agrees to use its best efforts to secure legislation empowering the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States.

(Signed) WANG Shih-Chieh

(Signed) J. Leighton STUART

EXCHANGE OF NOTES

- (1) NOTE FROM THE HONORABLE J. LEIGHTON STUART, AMERICAN AMBASSADOR, TO DR. WANG SHIH-CHIEH, CHINESE MINISTER FOR FOREIGN AFFAIRS.

American Embassy,
Nanking,
December 20, 1946

Excellency:

I have the honor to refer to the Air Transport Agreement signed today between the Government of the United States of America and the Government of the Republic of China, and to state that, in connection with this Agreement, it is the understanding of my Government that the following points have been collaterally agreed to:

- (a) Until such time as the airport facilities at Tientsin are enlarged and improved to the extent necessary to accommodate aircraft flying on the international route serving the traffic point of Tientsin as designated in the aforesaid Agreement, aircraft serving this route will be permitted by the Government of China to land for international traffic purposes at Peiping.
- (b) There will be no objection if United States carriers designated to serve Routes 2 and 3 described in paragraph "A" of the Annex, serve Hongkong instead of Canton at the option of the United States Government; provided, however, no shuttle service will be operated by the designated United States carriers between Hongkong and any one of the points in Chinese territory mentioned in the Annex attached to the Agreement. Furthermore, the United States carrier designated to serve Route No. 2, described in paragraph "A" of the Annex, will have the right to connect with its mid-Pacific

service at Canton, in event the option to serve Canton instead of Hongkong is exercised by the United States Government. Likewise, the Chinese carriers designated to serve Routes numbered 1 and 2, described in paragraph "B" of the Annex will have the right to connect at San Francisco.

- (c) The Government of the United States is desirous of obtaining the right for United States carriers to serve other international traffic points in China beyond those mentioned in the present Agreement. The Government of China does not wish to extend these points at present but will be ready to give prompt consideration thereto when conditions justify.
- (d) United States carriers will be authorized to serve additional traffic points in Chinese territory as soon as the carriers of any third country are so authorized, and on a basis of reciprocity Chinese carriers will also then be authorized to serve additional points in United States territory.
- (e) The term "and beyond" as used in the Annex to the Agreement means that the route so described may be extended beyond the territorial limits of the contracting party to one or more other countries. This term shall not be interpreted to commit either contracting party to the granting of additional traffic points in its respective territories.
- (f) The Government of the United States agrees that if at any time it should enter into an agreement with any other nation adopting formulae for the predetermination of frequencies or capacity, it will enter into a similar agreement with the Government of China.

I shall be much obliged if Your Excellency will confirm the foregoing.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

(Signed) J. Leighton STUART

His Excellency,
Dr. Wang Shih-chieh,
Minister for Foreign Affairs,
NANKING.

(II) NOTE FROM DR. WANG SHIH-CHIEH,
CHINESE MINISTER FOR FOREIGN AFFAIRS,
TO THE HONORABLE J. LEIGHTON STUART,
AMERICAN AMBASSADOR.

Nanking, December 20, 1946

Excellency:

I have the honor to acknowledge the receipt of your Note of December 20, 1946 which reads as follows:

"I have the honor to refer to the Air Transport Agreement signed today between the Government of the United States of America and the Government of the Republic of China, and to state that, in connection with this Agreement, it is the understanding of my Government that the following points have been collaterally agreed to:

"(a) Until such time as the airport facilities at Tientsin are enlarged and improved to the extent necessary to accommodate aircraft flying on the international route serving the traffic point of Tientsin as designated in the aforesaid Agreement, aircraft serving this route will be permitted by the Government of China to land for international traffic purposes at Peiping.

"(b) There will be no objection if United States carriers designated to serve Routes 2 and 3 described in paragraph "A" of the Annex, serve Hongkong instead of Canton at the option of the United States Government; provided, however, no shuttle service will be operated by the designated United States carriers between Hongkong and any one of the points in Chinese territory mentioned in the Annex attached to the Agreement. Furthermore, the United States carrier designated to serve Route No. 2, described in paragraph "A" of the Annex, will have the right to connect with its mid-Pacific service at Canton, in event the option to serve Canton instead of Hongkong is exercised.

by the United States Government. Likewise, the Chinese carriers designated to serve Routes numbered 1 and 2, described in paragraph "B" of the Annex will have the right to connect at San Francisco.

"(c) The Government of the United States is desirous of obtaining the right for United States carriers to serve other international traffic points in China beyond those mentioned in the present Agreement. The Government of China does not wish to extend these points at present but will be ready to give prompt consideration thereto when conditions justify.

"(d) United States carriers will be authorized to serve additional traffic points in Chinese territory as soon as the carriers of any third country are so authorized, and on a basis of reciprocity Chinese carriers will also then be authorized to serve additional points in United States territory.

"(e) The term "and beyond" as used in the Annex to the Agreement means that the route so described may be extended beyond the territorial limits of the contracting party to one or more other countries. This term shall not be interpreted to commit either contracting party to the granting of additional traffic points in its respective territories.

"(f) The Government of the United States agrees that if at any time it should enter into an agreement with any other nation adopting formulae for the predetermination of frequencies or capacity, it will enter into a similar agreement with the Government of China.

"I shall be much obliged if Your Excellency will confirm the foregoing.

"I avail myself of this opportunity to renew to Your Excellency the assurances of my highest

consideration."

I take pleasure in stating that the contents of your Note, as quoted above, are acceptable to the Government of the Republic of China.

I avail myself of the occasion to renew to you, sir, the assurances of my highest consideration.

(Signed) WANG Shih-chieh

To the Honorable J. Leighton Stuart.
Ambassador of the United States of America,
NANKING.