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定

白皮書第一〇〇號（三十七年一月）

（中華民國三十六年十二月六日簽字  
中華民國三十六年十二月六日生效）

中華民國國民政府外交部編印

204374

上海图书馆藏书



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# 中華民國政府與荷蘭王國政府間空中運輸協定

中華民國兩國政府爲儘速在彼此領土間設立空運業務之目的，願訂立本協定，議定條款如左：  
荷蘭王國

## 第一條

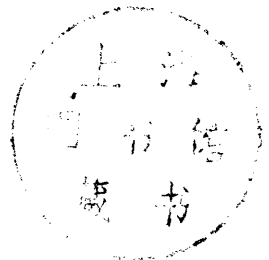
締約此方給予彼方在本協定附件中所規定旨在設立該附件所稱空運業務（此後簡稱「同意之業務」）之權利。

## 第二條

（一）同意之業務立即開辦，抑或日後開辦，悉由接受權利之締約一方任意抉擇，但其開辦不得在（甲）接受權利之締約一方，未經指定一航空組織或數航空組織經營規定之各該航線以前；亦不得在（乙）給予權利之締約一方，未經對各該有關航空組織給予適當之營業許可以前（在不違背本條第二款及第七條之規定下，此項營業許可應儘速給予）。又在戰事或軍事佔領區域內，或受其影響之區域內，該項開辦，須經主管軍事官廳之核准。

（二）經指定之每一航空組織，於獲許從事本協定所規定之營業以前，得由給予權利之締約一方主管航空官廳，令其依照該官廳通常適用於商業航空組織營業方面之法律規章，陳明其資格。

## 第三條



締約此方所指定之航空組織於經營同意之業務時，對於締約彼方指定之航空組織之利益，應予顧及，務使締約彼方在同一航線或其部份航線上所供應之業務，不致蒙受不當影響。

#### 第四條

(一) 締約此方對於締約彼方所指定之各航空組織所得徵課或准予徵課關於航空站及其他設備之使用之費用，務須公允與合理，且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。

(二) 締約此方，或締約此方之代表，或締約此方所指定之航空組織，向締約彼方領土所輸入或在其航空器上所攜帶之燃料、滑潤油及配件，而專為供締約此方航空器使用者，關於締約彼方對其所徵課之關稅、檢查費或其他費用，應給予不低於對從事國際空運之本國航空組織或最惠國航空組織所給予之待遇。

(三) 凡經營同意之業務之締約此方航空器及留在此項航空器內之燃料、滑潤油、配件、經常設備及航空器材之供應品，在締約彼方領土內，縱使該項供應品係該項航空器在該締約彼方領土內所使用者，概應免繳關稅、檢查費或類似之稅費。依此免徵稅費之物品，須經締約彼方之稅關核准後，方得起卸。此項應予再出口之物品，於其再出口前，應在稅關監督下保管之。

## 第五條

締約此方所發給或確認為有效而現仍有效之適航證書、勝任證書及執照，締約彼方為經營同意之業務之目的，應承認其為有效；但締約此方得就其領土上之飛行，保留拒絕承認締約彼方或任何其他國家對該締約此方國民所發給之勝任證書及執照之權利。

## 第六條

(一) 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，或關於該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，適用於締約彼方之航空器，並應由該項航空器於其進入、離去或留在該締約此方領土時遵守之。

(二) 締約此方關於航空器所載乘客、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、關係及檢疫之規章），於締約彼方指定之各航空組織之航空器所載乘客、航員或載貨留在締約此方領土時，應適用於該項乘客、航員或載貨。

## 第七條

依本協定所准許之締約任何一方之航空組織，其主要所有權及有效管理權，係屬諸各該方之國民。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所給予之權利之條件時，締約此方保留扣發或撤銷該項航空組織之證書或許可證之權利。

## 第八條

本協定應送交國際民用航空組織登記之。

## 第九條

如締約任何一方認為宜於修正本協定附件之條款，得請由締約雙方航空官廳進行協商，此項協商應自請求之日起六十日之期間內開始，如此項官廳同意附件之修正時，則此項修正應俟雙方經由外交途徑換文證實後始發生效力。

## 第十條

除本協定或其附件中另有規定外，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組織理事會提出諮詢報告書，但如締約雙方同意將爭執交由基於締約雙方協議所派組之公斷法庭或其他之人或機關解決者，不在此限。締約雙方擔任遵守此項公斷裁定。

## 第十一條

除在文義上須另作解釋外，本協定及其附件所載下列用語之意義如左：

(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職務或類似職務之任何人或機關。在荷國王國方面，指海牙民用航空局局長或巴達維亞公共工程與交通局局長及有權執行各該局局長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為依本協定第二條所指定之航空組織以經營該項通知中所規定航線之空運事業。

(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)各項中所包含之定義，應予適用。

(戊)「運量」一詞，指在任何特定期間，從事於各航線之經營之航空器內足資應用之乘客座位、貨物及郵件容量之總額。

## 第十二條

(一)本協定於四年期間內應繼續有效，但如依下列規定之手續，予以提前終止或經由外交途徑雙方換文予以延長時，

不在此限。

(二) 締約任何一方如願終止本協定，得於任何時間通知他方，如有該項通知時，本協定應於締約他方接到該項通知之日後十二個月終止，但如於此項期間屆滿前，同意將關於終止之通知予以撤回時，不在此限。

(三) 前項關於終止之通知，應同時送達國際民用航空組織。如締約他方並未聲明接到該項關於終止之通知，則於國際民用航空組織接到通知後十四日，應認為締約他方業已接到該項關於終止之通知。

### 第十三條

本協定用中文、荷蘭文及英文各繕兩份，遇有解釋不同時，應以英文本為準。

### 第十四條

本協定應自簽字之日起發生效力。

中華民國三十六年十二月六日即公曆一千九百四十七年十二月六日訂於南京

中華民國政府：王世杰 (簽字)

荷蘭王國政府：艾森 (簽字)



## 附 件

一、

中華民國政府對於荷蘭王國政府所指定之一航空組織或數航空組織，給予在下列航線上來回航程中經營經由中間站及終點站以外各地點前往或通過中國領土內各地點之空運業務之權利：

(甲)荷蘭經由歐洲、北非洲、近東、印度、緬甸及暹羅各地點至昆明、廣州、及(或)上海及自此經由一太平洋航線至美國；

(乙)荷屬東印度(印度尼西亞)經由馬來亞各邦、暹羅及越南各地點至廣州、上海及(或)天津；

(丙)荷屬東印度(印度尼西亞)經由菲律賓賓至廣州、上海及(或)天津。

指定之各該航空組織，得由其任意抉擇，在任何或所有航程中，免在航線之任何或所有地點降落。

二、

荷蘭王國政府對於中華民國政府所指定之一航空組織或數航空組織，給予在下列航線上來回航程中經營經由中間站及終點站以外各地點前往或通過荷蘭領土內各地點之空運業務之權利：

(甲)中華民國經由越南、暹羅、緬甸、印度、近東、北非洲、歐洲各地點至阿姆斯特達姆及自此至斯坎的那維亞國家

、英國及(或)北美洲；

(乙) 中華民國經由越南、暹羅、馬來亞各邦、新加坡、英屬北婆羅洲各地點至棉蘭、巨港、巴達維亞、泗水及(或)巴厘八板及自此至澳洲及(或)紐西蘭；

(丙) 中華民國經由菲律賓、英屬北婆羅洲各地點至巴達維亞、泗水、巴厘八板、望加錫及(或)古邦及自此至澳洲及紐西蘭。

指定之各該航空組織，得由其任意抉擇，在任何或所有航程中，免在航線之任何或所有地點降落。

### 三、

爲經營同意之業務之目的，並依照本協定及其附件所規定之條件，締約此方所指定之航空組織在締約彼方領土內應給予其下列各項權利：

(甲) 過境權及在爲國際空運業務所指定之機場或另由締約雙方隨時商定之機場作非營業性之降落權(包括輔助設備之使用)；

(乙) 遇緊急時在任何適宜之機場之避難權；

(丙) 在本附件內所規定各地點載運國際客、貨、郵件之商業性入境及出境之權，包括裝卸運往或來自第三國之國際客

、貨、郵件之權。

#### 四、

締約雙方同意上述權利之行使，應遵守下列各項原則：

(甲) 締約雙方航空組織應有公允平等之機會，以經營本附件中所規定之各航線。

(乙) 指定之航空組織，依照本協定及其附件所經營之業務，其運量之供給，應以充分適應指定該項航空組織之國家與運輸最後終點之國家間之營業需要為其主要目的。

(丙) 在本附件(一)及(二)所規定之航線上之一地點或數地點，裝卸運往或來自第三國之國際客、貨、郵件權利之行使，應依照締約雙方政府所承認之循序發展之普通原則，並應遵守關於運量須與下列各項相關之原則：

一、出發地之國家與終點地之各國間之運輸需要；

二、經營直達航線之需要；及

三、航線所經地區之運輸需要，並應顧及其地方性及區域性業務。

(丁) 締約雙方航空官廳，經任何一方之請求，應會同協商，決定締約雙方所指定之航空組織是否遵守上述各項原則。

(戊) 締約任何一方指定之航空組織對於載運客貨所施行之運率，應按下列規定訂定之：

締約雙方指定之航空組織，同時經營中國與荷蘭間或中國與荷屬東印度間同一航線或數不同航線時，首應彼此會商，並與經營同一航線或其部份航線之其他各航空組織會商，或經由國際空運協會，議定在各該航線上締約雙方領土內各地點間所施行之各種運率。

任何此項運率，應呈經各該締約雙方核准。

如締約雙方指定之航空組織或國際空運協會會議不能同意於一運率時，締約雙方應即設法成立協議。如締約雙方仍不能同意時，應即依本協定第十條之規定，將爭執事件提付公斷。

(己)各種運率應依合理之準則訂定之，並應顧及一切有關因素，包括經營成本，合理利潤，以及在同一航線上之其他各航空組織施行之運率，且應顧及國際空運協會之建議。

## 換文

一

甲、荷蘭大使艾森男爵致中國外交部部長王世杰博士照會

關於中華民國政府與荷蘭王國政府間本日所簽訂之空中運輸協定，本大使茲謹聲述，荷蘭王國政府之了解爲：  
(一)荷蘭與中國之幹線，即本協定附件內一、(甲)所指之航線，其經營應不使中國在該同一航線之某部份上現所供給之區域性業務蒙受不當影響；

(二)荷蘭指定之一航空組織或數航空組織，在本協定附件內一、(乙)與一、(丙)所指航線上經營者，不得於其飛往上海程中，在香港搭載客、貨或郵件，亦不得於其回航程中，在上海搭載客、貨或郵件至香港。

但除聯合王國外，如任何第三國之航空組織獲准定期往來於香港與上海間經營商業性業務，則荷蘭航空組織亦得同樣經營之。

本大使即懇

貴部長惠予證實，此項了解，亦即中華民國政府之了解。

本大使願向

貴部長重表敬意。

此致

中華民國外交部部長王世杰博士閣下

艾森  
(簽字)

公曆一千九百四十七年十二月六日於南京

乙、中國外交部部長王世杰博士復荷蘭大使艾森男爵照會

接准

貴大使日照會內開：

『關於中華民國政府與荷蘭王國政府間本日所簽訂之空中運輸協定，本大使茲謹聲述，荷蘭王國政府之了解爲：  
(一) 荷蘭與中國之幹線，即本協定附件內一、(甲)所指之航線，其經營應不使中國在該同一航線之某部份上現所供給之區域性業務蒙受不當影響；

(二) 荷蘭指定之一航空組織或數航空組織，在本協定附件內一、(乙)與一、(丙)所指航線上經營者，不得於其飛往上海程中，在香港搭載客、貨或郵件，亦不得於其回航程中，在上海搭載客、貨或郵件至香港。

但除聯合王國外，如任何第三國之航空組織獲准定期往來於香港與上海間經營商業性業務，則荷蘭航空組織亦得同樣經營之。

本大使即懇

貴部長惠予證實，此項了解，亦即中華民國政府之了解。

本大使順向

貴部長重表敬意。」

等由。本部長茲謹證實，

貴大使上引來照內所紀錄之荷蘭王國政府之了解，亦即中華民國政府之了解。

本部長順向

貴大使重表敬意。

此致

荷蘭王國駐華特命全權大使艾森男爵閣下

王世杰（簽字）

中華民國三十六年十二月六日於南京



## 甲、荷蘭大使艾森男爵致中國外交部部長王世杰博士照會

查爲經營中華民國政府與荷蘭王國政府間本日簽訂之空中運輸協定所規定之荷蘭空運業務起見，必須能在中國獲得配件、器材及其他爲修理、維護、地面勤務等之設備，本大使擬請

貴部長惠予注意，中華民國現行「進出口貿易辦法」在此方面所可能發生之影響。

倘遇上述設備之輸入爲上述辦法所限制者，則輸入許可證，須予發給；又倘遇上述設備之輸入爲上述辦法所禁止者，則「進出口貿易辦法」須特准免予適用，以便荷蘭航空組織或其代理人得將其認爲不論在正常或緊急降落機場爲經營規定之空運業務與其地面勤務上所必需之設備，輸入中國。關於此點，雙方了解此項許可證應予發給，此項特准應予頒給，又荷蘭航空組織應享受不低於對任何第三國航空組織或對中國航空組織所給予之待遇。

荷蘭航空組織願予保證：上述特准輸入之所有設備，如在荷蘭空運業務之經營上不復需要時，應由該荷蘭航空組織予以再出口，或依照當時施行之輸入規章處理之。

本大使擬請

貴部長惠予協助，俾荷蘭指定之航空組織獲得上列各項便利；茲並建議以本照會及貴部長之復照，構成換文，與本日所簽訂之空中運輸協定同時生效。

本大使順向

貴部長重表敬意。

此致

中華民國外交部部長王世杰博士閣下

艾 森 (簽字)

公 曆 一 千 九 百 四 十 七 年 十 二 月 六 日 於 南 京

乙、中國外交部部長王世杰博士復荷蘭大使艾森男爵照會

接准

貴大使日照會內開：

「查爲經營中華民國政府與荷蘭王國政府間本日簽訂之空中運輸協定所規定之荷蘭空運業務起見，必須能在中國獲得配件、器材及其他爲修理、維護、地面勤務等之設備，本大使擬請

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本大使順向

貴部長重表敬意。」

等由。查

貴大使來照所建議關於各項便利之給予，中華民國政府原則上可予同意。但為享受各該項便利起見，荷蘭指定之航空組織，應將其擬予輸入之各項設備，開列清單，呈送交通部民用航空局，先行核准，俾該局得據以證明該項設備係屬本換文範圍之內者。

本部長順向

貴大使重表敬意。

此致

荷蘭王國駐華特命全權大使艾森男爵閣下

王世杰 (簽字)

中華民國三十六年十二月六日於南京

AIR TRANSPORT AGREEMENT BETWEEN THE  
GOVERNMENT OF THE REPUBLIC OF  
CHINA AND THE GOVERNMENT  
OF THE NETHERLANDS

The Government of the Republic of China and the Government of the Netherlands:

Desiring to conclude an Agreement for the purpose of establishing air services as soon as possible between their respective territories have agreed as follows:

ARTICLE 1

Each Contracting Party grants to the other the rights specified in the Annex to this Agreement for the purpose of the establishment of the air services therein described (hereinafter referred to as the "agreed services").

ARTICLE 2

(1) The agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted, but not before (a) the Contracting Party to whom the rights are granted has designated an airline or airlines for the specified route or routes; and (b) the Contracting Party granting the rights has given the appropriate operating permission to the airline or airlines concerned, (which subject to the provisions of paragraph (2) of this Article and of Article 7 it shall do as soon as possible); provided that in areas of hostilities or of military occupation, or in areas affected thereby, such inauguration shall be subject to the approval of the competent military authorities.

(2) Every designated airline, before being permitted to engage in the operations contemplated by this Agreement, may be required to qualify before the aeronautical authorities of the Contracting Party granting the rights under the laws and regulations normally applied by these authorities to the operation of commercial airlines.

### ARTICLE 3

In the operation of the agreed services by the designated airlines of either Contracting Party, the interests of the designated airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provides on the same routes, or parts thereof.

### ARTICLE 4

(1) The charges which either of the Contracting Parties may impose, or permit to be imposed, on the designated airline or airlines of the other Contracting Party for the use of airports and other facilities shall be just and reasonable and shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(2) Fuel, lubricating oils and spare parts introduced into or taken on board aircraft in the territory of one Contracting Party by, or on behalf of, the other Contracting Party or its designated airlines and intended solely for use of the aircraft of the other Contracting Party, shall be accorded, with respect to customs duties, inspection fees or other charges imposed by the former Contracting Party, treatment not less favourable than that granted to national airlines engaged in international air transport or the airline of the most-favoured nation.

(3) Aircraft of the one Contracting Party operated on the agreed services and supplies of fuel, lubricating oils, spare parts and regular equipment and aircraft stores retained on board such aircraft shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees or similar duties or charges, even though such supplies be used by such aircraft on flights in that territory. Goods so exempted may only be unloaded with the approval of the customs authorities of the other Contracting Party. These goods, which are to be re-exported shall be kept until re-exportation under customs-supervision.

## ARTICLE 5

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. Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party or any other State.

## ARTICLE 6

(1) The laws and regulations of one Contracting Party relating to the entry into 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 apply 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.

(2) The laws and regulations of one Contracting Party relating to the entry into 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 applicable to the passengers, crew or cargo of the aircraft of the designated airline or airlines of the other Contracting Party while in the territory of the first Contracting Party.

## ARTICLE 7

Substantial ownership and effective control of airlines of each Contracting Party authorised 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 shall be registered with the International Civil Aviation Organisation.

#### ARTICLE 9

If either of the Contracting Parties considers it desirable to modify the terms of the Annex to this Agreement, it may request consultation between the aeronautical authorities of the two Contracting Parties, such consultation to begin within a period of sixty days from date of the request. When these authorities agree to modifications to the Annex, these modifications shall come into effect when they have been confirmed by an Exchange of Notes through the diplomatic channel.

#### ARTICLE 10

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 Council of the International Civil Aviation Organisation, unless the Contracting Parties agree to refer the dispute for decision to an Arbitral Tribunal appointed by agreement between the Contracting Parties, or to some other person or body. The Contracting Parties undertake to comply with the award resulting from such arbitration.

#### ARTICLE 11

For the purpose 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 the functions presently exercised by the said Minister or similar functions,



and, in the case of the Netherlands, the Director General of Civil Aviation in the Hague or the Director of Public Works and Communications in Batavia as may be appropriate, and any person or body authorised to perform the functions presently exercised by the said authorities or similar functions.

(b) The term "designated airlines" 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 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.

(e) The term "capacity" shall mean the total over any given period of the available passenger seats and freight and mail space of the aircraft operated over the routes.

## ARTICLE 12

(1) This Agreement shall continue in force for a period of four years unless it is previously terminated in accordance with the procedure set out below, or renewed by an Exchange of Notes through the diplomatic channel.

(2) Either Contracting Party may at any time give notice to the other if it desires to terminate this Agreement; if such notice is given, this Agreement shall terminate twelve months after the date of receipt of such notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period.

(3) Such notice of termination shall be simultaneously communicated to the International Civil Aviation Organisation. In the absence of acknowledgement of receipt by the other Contracting Party, such notice of termination shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organisation.

#### ARTICLE 13

The present Agreement is drawn up in duplicate in the Chinese, Netherlands and English languages. In case of any divergence of interpretation, the English text shall be authoritative.

#### ARTICLE 14

This Agreement shall enter into force on the date of signature.

Done at Nanking, this sixth day of the twelfth month of the thirty-sixth year of the Republic of China corresponding to the sixth day of December one thousand nine hundred and forty seven.

For the Government of the Republic of China

(Signed) WANG Shih-chieh

For the Government of the Netherlands

(Signed) Van AERSSSEN BEYEREN

## ANNEX

### I

The Government of the Republic of China grants to the Government of the Netherlands the right to operate air services by one or more airlines designated by the latter to or through points in Chinese territory on the following routes, via intermediate points and beyond in both directions:

(a) The Netherlands via points in Europe, North Africa, the Near East, India, Burma and Siam to Kunming, Canton and/or Shanghai and thence via a Pacific route to the U. S. A. ;

(b) The Netherlands East Indies (Indonesia) via points in Malay States, Siam and Indo-China to Canton, Shanghai and/or Tientsin;

(c) The Netherlands East Indies (Indonesia) via the Philippines to Canton, Shanghai and/or Tientsin.

Any or all points of the routes may, at the option of the designated airline or airlines, be omitted on any or all flights.

### II

The Government of the Netherlands grants to the Government of the Republic of China the right to operate air services by one or more airlines designated by the latter to or through points in Netherlands territory on the following routes, via intermediate points and beyond in both directions:

(a) The Republic of China via points in Indo-China, Siam, Burma, India, the Near East, North Africa, Europe to Amsterdam and thence to Scandinavian Countries, British Isles and/or North America;

(b) The Republic of China via points in Indo-China, Siam, Malay States, Singapore, British North Borneo to Medan, Palembang, Batavia, Surabaya and/or Balikpapan and thence to Australia and/or New Zealand;

(c) The Republic of China via points in the

Philippines, British North Borneo to Batavia, Surabaya, Balikpapan, Macassar and/or Kupang and thence to Australia and New Zealand.

Any or all points of the routes may, at the option of the designated airline or airlines, be omitted on any or all flights.

### III

The airlines designated by each of the Contracting Parties shall, for the purposes of operating the agreed services and under the conditions prescribed in the Agreement and its Annex, be accorded in the territory of the other Contracting Party:

(a) Rights of transit and of stops for non-traffic purposes (including the use of ancillary facilities) at airfields designated for international air services or otherwise agreed between the Contracting Parties from time to time;

(b) The right to take refuge in emergency at any convenient airfield;

(c) At the points specified in this Annex rights of commercial entry and departure for international traffic in passengers, freight and mail including the right to embark and disembark international traffic destined for and coming from third countries.

### IV

It is agreed between the Contracting Parties that the foregoing rights shall be subject to the observance of the following principles:

(a) There shall be a fair and equal opportunity for the airlines of the two Contracting Parties to operate on the routes specified in this Annex.

(b) The services provided under the Agreement and its Annex by a designated airline shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country by which such airline has been designated and the country of ultimate destination of the traffic.

(c) The right to embark or disembark international traffic destined for or coming from third countries at a point or points on the routes specified in Paragraphs I and II of this Annex shall be applied in accordance with the general principles of orderly development to which both Governments subscribe and shall be subject to the principle that capacity should be related:

- (i) to traffic requirements between the country of origin and the countries of destination;
- (ii) to the requirements of through airline operation; and
- (iii) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

(d) The aeronautical authorities of the Contracting Parties will consult together, at the request of either of them, to determine whether the principles set forth above are being complied with by the airlines designated by the Contracting Parties.

(e) Tariffs to be charged for the carriage of passengers and freight by the designated airlines of either Contracting Party shall be fixed as follows:

Designated airlines of both Contracting Parties operating simultaneously on the same route or different routes between either China and the Netherlands or China and the Netherlands Indies shall in the first instance fix the tariffs in this route or these routes, to be charged between points in the territories of the Contracting Parties, in consultation with each other and other airlines operating on the same routes or sections thereof or through the machinery of the I.A.T.A.

Any such tariffs shall be subject to the approval of the respective Contracting Parties.

In the event the designated airlines of the Contracting Parties or a conference of the I.A.T.A., as the case may be, fail to agree on a rate, the Contracting

Parties themselves shall endeavour to reach an agreement. If the Contracting Parties should fail to agree, the matter in dispute shall be referred to arbitration as provided for in Article 10 of this Agreement.

(f) The tariffs shall be fixed at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit and the tariffs charged by other airlines on the same routes, and to the recommendations of the I.A.T.A.

## EXCHANGE OF NOTES

### 1

A. NOTE FROM H.E. BARON F.C. VAN AERSSSEN BEYEREN VAN VOSHOL, NETHERLANDS AMBASSADOR, TO H.E. DR. WANG SHIH-CHIEH, MINISTER FOR FOREIGN AFFAIRS

Nanking, 6 December 1947.

Sir,

With reference to the Air Transport Agreement signed today between the Government of the Republic of China and the Government of the Netherlands, I have the honour to say that it is the understanding of the Government of the Netherlands that:

(1) The operation of the trunk line between the Netherlands and China, specified in the Annex to the Agreement as Route (a) I, shall not affect unduly the existing regional services which China provides on part of the same route;

(2) The Netherlands designated airline or airlines operating over the route specified in the Annex to the Agreement as Route (b) I and Route (c) I, shall not pick up passengers, cargo or mail at Hongkong in their trips to Shanghai or pick up passengers, cargo or mail at Shanghai for Hongkong in their return trips.

However, should airlines of any third country other than the United Kingdom be allowed to ply commercially between Hongkong and Shanghai, the Netherlands airlines will be allowed to do the same.

I have the honour to request that Your Excellency will be so good as to confirm that this is also the understanding of the Government of the Republic of China.

I avail myself of this opportunity to renew to Your

Excellency the assurance of my highest consideration.

(Signed) Van AERSSSEN BEYEREN

His Excellency

Dr. Wang Shih-chieh,

Minister for Foreign Affairs of the Republic of  
China,

NANKING.



B. NOTE FROM H.E. DR. WANG SHIH-CHIEH,  
MINISTER FOR FOREIGN AFFAIRS, TO H.E.  
BARON F.C. VAN AERSSSEN BEYEREN VAN  
VOSHOL, NETHERLANDS AMBASSADOR

Nanking, 6 December 1947.

Sir,

I have the honour to acknowledge receipt of Your Excellency's Note of today's date reading as follows:

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"I have the honour to request that Your Excellency will be so good as to confirm that this is also the understanding of the Government of the Republic of China.

"I avail myself of this opportunity to renew to

Your Excellency the assurance of my highest consideration.”

I have the honour to confirm that the understanding of the Government of the Netherlands recorded in Your Excellency's Note as quoted above is also the understanding of the Government of the Republic of China.

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

(Signed) WANG Shih-chieh

H. E. Baron F. C. van Aerssen Beyeren van Voshol,  
Her Majesty's Ambassador Extraordinary and  
Plenipotentiary  
NANKING.

(2)

A. NOTE FROM H.E. BARON F.C. VAN AERSSSEN  
BEYEREN VAN VOSHOL, NETHERLANDS  
AMBASSADOR, TO H.E. DR. WANG SHIH-  
CHIEH, MINISTER FOR FOREIGN AFFAIRS

Nanking, 6 December 1947.

Sir,

As it is essential for the operation of the Netherlands air services contemplated under the Air Transport Agreement signed today between the Government of the Republic of China and the Government of the Netherlands, that spare parts, material and other equipment for repair, maintenance, ground service etc., be available in China, I wish to draw Your Excellency's attention to the effect which the Foreign Trade Regulations at present in force in the Republic of China might have in this respect.

In cases where the importation of the above-mentioned equipment is restricted by the above regulations it will be necessary that import licenses will be issued and in cases where the importation of the above-mentioned equipment is not allowed under the above regulations, it will be necessary to obtain a special dispensation from the application of the Foreign Trade Regulations, so that the Netherlands airlines, or their agents, may import into China all the equipment which in their opinion will be essential for the operation of the contemplated airlines and their ground services, either at regular or at emergency landing grounds. In this respect, it is understood that such licenses shall be issued and such dispensations shall be granted and that the Netherlands airlines shall receive treatment not less favourable than that granted to airlines of any third country or that granted to Chinese airlines.

The Netherlands airlines will give an undertaking that all equipment, imported under the above-mentioned special dispensation and which would no longer be

required for the operation of Netherlands air services shall either be re-exported by them or be subjected to the import regulations in force at the time of their disposal.

I have the honour to request Your Excellency's good offices in securing the grant to the Netherlands designated airlines of the facilities specified above; and to suggest that this note and Your Excellency's reply thereto constitute an exchange of notes which will enter into force concurrently with the Air Transport Agreement signed today.

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

(Signed) Van AERSSEN BEYEREN

His Excellency  
Dr. Wang Shih-chieh,  
Minister for Foreign Affairs of the Republic of  
China,  
NANKING.

B. NOTE FROM H.E. DR. WANG SHIH-CHIEH,  
MINISTER FOR FOREIGN AFFAIRS, TO H.E.  
BARON F.C. VAN AERSSSEN BEYEREN VAN  
VOSHOL, NETHERLANDS AMBASSADOR

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“I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.”

In reply I have the honour to state that the Government of the Republic of China agrees in principle to the grant of the facilities as proposed in Your Excellency’s Note. In order to receive these facilities, however, the Netherlands designated airlines will be required to submit for prior approval to the Civil Aeronautics Administration of the Ministry of Communications particulars of such equipment as they desire to import, so as to enable that Administration to certify such equipment as falling within the scope of this Exchange of Notes.

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

(Signed) WANG Shih-chieh

H.E. Baron F.C. van Aerssen Beyerens van Voshol,  
Her Majesty’s Ambassador Extraordinary and  
Plenipotentiary  
NANKING.

上海图书馆藏书



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AIR TRANSPORT AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE REPUBLIC  
OF CHINA  
AND THE GOVERNMENT  
OF THE NETHERLANDS