

Accept, Mr. Plenipotentiary, the assurances of my highest consideration.

本代表順向
貴代表表示敬意。

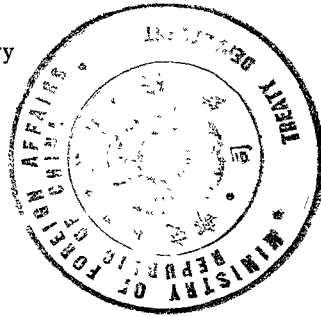
(Signed) A. Mikoyan

June 16, 1939,
Moscow.

西曆一千九百三十九年六月十六日

Mr. Sun Fo,
Ambassador Special and Plenipotentiary
of the National Government of the
Republic of China.

米科揚 (簽字)



AGREEMENT

BETWEEN MINISTRY OF COMMUNICATIONS
OF THE NATIONAL GOVERNMENT OF THE
REPUBLIC OF CHINA AND THE CENTRAL
ADMINISTRATION OF THE CIVIL
AIRCRAFT OF THE UNION OF SOVIET
SOCIALIST REPUBLICS FOR THE
ESTABLISHMENT OF REGULAR AIR
COMMUNICATIONS BETWEEN
HAMI AND ALMA-ATA

中華民國國民政府交通
部與蘇維埃社會主義聯
邦共和國中央民用航空
總管理局為組設哈密阿
拉木圖間定期飛航協定

Signed on September 9, 1939;
Entered into force at same date.

二十八年九月九日簽訂
同日生效

The Ministry of Communications of the National Government of the Republic of China and the Central Administration of the Civil Aircraft of the Union of Soviet Socialist Republics, considering the establishment of regular air communications between their countries as conforming to the interest of both Parties, have resolved to conclude an Agreement for the said purpose as follows, to wit:

中華民國國民政府交通部與蘇維埃社會主義聯邦共和國中央民用航空總管理局，鑒於中蘇兩國間開辦定期航空於雙方均有利益，因此簽訂飛航協定，訂明條款如左：

ARTICLE I

第一條

The two Contracting Parties shall establish a regular air service between Hami and Alma-Ata in both directions, hereinafter referred to as The Aerial Line, for the transportation of passengers, luggage, cargoes and mail.

締約雙方應設立哈密與阿拉木圖間往來定期飛航(以下簡稱航線)作旅客行李貨物及郵件之運輸。

The Aerial Line shall be routed via Ili and Tihwa.

上述航線經由伊犁及迪化。

Any alterations of The Aerial Line shall have to be made only by mutual agreement between the two Contracting Parties.

上述航線非經雙方同意不得變更。

ARTICLE II

For the purpose of establishing the air service as specified in Article I, the Ministry of Communications and the Central Administration of the Civil Aircraft shall jointly organize an aviation company to be known as the Sino-Soviet Aviation Company, hereinafter referred to as The Company, of which the said Parties shall be the sole participants. The abbreviated name of The Company shall be "Hami-Ata" in Russian and "哈阿" in Chinese.

ARTICLE III

The authorized capital of The Company shall be One Million Dollars in the Currency of the United States of America (US\$1,000,000). The said capital shall be subscribed equally by the two Contracting Parties, namely, each subscribing Fifty Per Centum (50%) of the said capital.

The manner and time of payment, in whole or in instalments, of the said authorized capital by the two Contracting Parties shall be decided upon by the Board of Directors to be organized in accordance with Article IV of this Agreement.

ARTICLE IV

The Company shall be directed by a Board of Directors consisting of six members: three of them to be nominated by the Ministry of Communications; and the other three, by the Central Administration of the Civil Aircraft.

The Board of Directors shall have one President and one Vice-President to be elected from among its members. The Board of Directors shall also elect from among its members one General Manager and one Associate General Manager of The Company.

During the initial construction period within two years from the date of signature of this Agreement, the Ministry of Communications shall nominate the President and the Associate General Manager; and the Central Administration of the Civil Aircraft, the Vice-President and the General Manager.

During the aforesaid initial construction period, the Contracting Parties agree especially to decide the question regarding the organizational form for the management of the affairs of The Company for the further term of this Agreement after the expiration of the aforesaid initial construction period.

In order to carry out the general supervision and

第二條

交通部及中央民用航空總管理局為組設第一條所指定之航線應合組一航空公司，名為中蘇航空公司（以下簡稱公司）。該公司之參加者，僅限於協定之雙方；公司簡稱：俄文應為「HAMI-ATA」，中文應為「哈阿」。

第三條

公司之法定股本應為美金壹百萬，由雙方平均認購，即每方認購上述法定股本百分之五十。

雙方對於上述法定股本全部或分期繳付之方式及時期均應按照本合約第四條所組織之公司董事會決定之。

第四條

公司由董事會監督管理。董事會設董事六人，由交通部指派三人，中央民用航空總管理局指派三人。

董事會應設董事長一人副董事長一人，由董事中互選之。董事會並應由董事中互選一人為公司總經理，一人為公司協理。

在本協定簽訂日起二年以內之組織開始期間，董事長及協理應由交通部提任之，副董事長及總經理應由中央民用航空管理局提任之。

關於前述組織開始期間終了以後，本協定其餘有效時期內，公司事務經理部之組織方式，締約雙方同意於前述組織開始期間內決定之。

為監督及管理公司業務起見，

control of the activities of The Company, the Board of Directors shall be located in Alma-Ata. The Management of The Company shall be located in Tihwa.

The organization of The Company, the rights and duties of the Board of Directors and the Management as well as their competence and qualifications shall be determined in detail by the Statute of The Company. The Statute of The Company shall first be approved by both Contracting Parties.

The meetings of the Board of Directors shall be held in Alma-Ata, but by arrangement between the participants the meetings may be held in other localities.

Within one month after signature of this Agreement, the two Contracting Parties shall arrange to hold the first meeting of the Board of Directors for the purpose of electing the officers as specified hereinabove and of formulating the Statute of The Company as well as its bye-laws and regulations necessary for the successful operation of The Company.

ARTICLE V

The Company shall be registered in the Republic of China and the Union of Soviet Socialist Republics in accordance with their respective laws governing registration. For this purpose, the capital of The Company may be equally divided, i.e., Fifty Per Centum (50%) to be registered in the Republic of China and Fifty Per Centum (50%) to be registered in the Union of Soviet Socialist Republics. The properties of The Company shall be marked in conspicuous manner with "Hami-Ata" and "哈阿".

ARTICLE VI

It is understood that the air service as specified in Article I shall be realized by The Company on the basis of a monopoly.

ARTICLE VII

The Ministry of Communications shall provide for transportation by air from Hami to Chungking, and vice versa, of passengers, luggage, cargoes and mail transported by The Company.

The Central Administration of the Civil Aircraft shall provide for transportation by air from Alma-Ata to Moscow, and vice versa, of passengers, luggage, cargoes and mail transported by The Company.

董事會應設在阿拉木圖，公司辦事處應設在迪化。

公司之組織暨董事會與辦事處之權限職責，均應詳訂於公司組織章程中，公司組織章程應先經雙方核准。

董事會會議應在阿拉木圖舉行，但如經與會董事同意，亦得在其他地點舉行之。

自本協定簽訂之日起一個月內，雙方應即召開第一次董事會議，井按照上述規定選舉職員，訂立公司組織章程及其他一切營業上必需之辦事細則及章程。

第五條

公司應按雙方國內關於註冊之法律，分別在中華民國及蘇維埃社會主義聯邦共和國內註冊登記。為註冊起見，公司之股本可以平均分為二部份，一部份佔股本百分之五十，在中華民國國內註冊；其他一部份佔股本百分之五十，在蘇維埃社會主義聯邦共和國國內註冊。公司所有之產業，應用「HAMI-ATA」及「哈阿」字樣顯明標誌之。

第六條

雙方諒解公司經營本合約第一條所述之航線，係依專利之基礎辦理之。

第七條

公司所運之旅客行李貨物及郵件，其往來於哈密重慶間者由交通部負責擔任航空運輸。

公司所運之旅客行李貨物及郵件，其往來於阿拉木圖及莫斯科者，由中央民用航空總管理局負責擔任航空運輸。

ARTICLE VIII

The Company shall be responsible for the establishment and the technical equipment of the entire route of The Aerial Line in accordance with all conditions and regulations of the Ministry of Communications and the Central Administration of the Civil Aircraft necessary to guarantee safety and regularity of traffic.

ARTICLE IX

The two Contracting Parties agree to grant to all the equipment and materials, imported by The Company from the territory of either of the Governments of the Contracting Parties into the territory of the other for the use of The Aerial Line, temporary exemption of the import taxes for a period of one year from the date of importation. The equipment or materials so imported and controlled by the Custom Authorities concerned shall be withdrawn from warehouses by The Company upon going through the regular procedures and paying the necessary import taxes in accordance with the Customs Regulations of the Government concerned. If the said equipment or materials are un-used by The Company upon the expiration of one year, they shall be subject to taxation in accordance with the existing Customs Regulations unless they are re-exported.

ARTICLE X

The Contracting Parties shall grant on the basis of reciprocity and free of charge to the planes of The Company the right to use the existing airfields and intermediate landing fields along The Aerial Line within their respective territories.

The Contracting Parties agree to grant to The Company on the basis of reciprocity the use of existing radio stations, telegraph and telephone services, airfield services, radio beacons and meteorological services necessary for the operation of The Aerial Line.

Where airfields and intermediate landing fields are necessary along The Aerial Line and where work shops, radio stations, radio beacons and other equipment are required for the operation of the air service, it is incumbent on The Company to secure same subject to the approval, and in accordance with the regulations, of the respective Governments of the Contracting Parties.

When The Company equips and maintains radio stations of its own as hereinabove specified, it is understood that no commercial message or messages

第八條

航線全程之技術設備應由公司遵照交通部及中央民用航空總管理局之條件及規範妥為設置，以保證航務之安全與正常。

第九條

凡備航線使用之一切設備器材，由公司經雙方任何一方之國境運入另一方之國境內者，得自輸入之日起一年期內暫時免納進口稅。

上述進口器材應由各該方海關當局監管，並應依各該政府關稅規定由公司繳納進口稅并辦理正常手續後方得自棧房中予以提取。

在上述一年期限滿期之後，此項進口材料未經公司使用者，則除非復運出口外，必須按照關稅規章即行納稅。

第十條

雙方應按互惠原則准許公司之飛機免費使用各該國境內沿航線現有之飛機場及降落場。

雙方同意按互惠原則准許公司為經營航線上之需要，在雙方國境內使用現有之無線電台電報及電話設備、機場勤務、無線電定向器及氣象設備。

沿航線必須設置之機場降落場及經營航運所必需之修理廠、無線電台、無線電定向設備以及其他設備，公司均應於取得雙方核准後，按照雙方政府法規妥為設置。

公司按上述規定所設置之無線電台，對於一切商用電訊及其他與航運業務無直接關係之電信概不得

not directly connected with the operation of The Aerial Line shall be sent by the said radio stations.

ARTICLE XI

The Company shall be staffed only by the nationals of the Republic of China and the Union of Soviet Socialist Republics.

It shall be the definite policy of The Company to train practically and employ Chinese pilots, mechanics, radio operators and other personnel wherever possible.

Former subjects of the former Russian Empire, who are at present not citizens of the Union of Soviet Socialist Republics, as well as members of their families, shall not be admitted to work in The Company, even if they have duly acquired the citizenship of the Republic of China.

ARTICLE XII

In the territories under the jurisdiction of the Governments of the Contracting Parties the planes of The Company as well as their crews and passengers shall be subject to all the laws and regulations of the respective Governments.

The Contracting Parties shall inform The Company of all the laws and regulations governing air traffic which are in force in their respective territories.

ARTICLE XIII

Matters concerning the transportation of mail shall be decided according to a separate agreement between the Postal Administrations of the Governments of the two Contracting Parties.

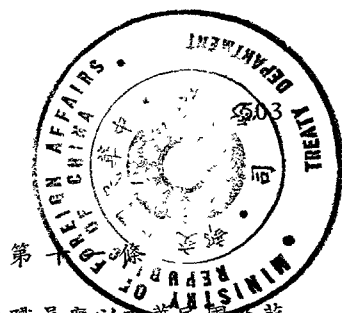
ARTICLE XIV

The Contracting Parties shall grant, in case of necessity, to the planes of The Company as well as to their crews and passengers, during their flight in accordance with this Agreement, all assistance and facilities which would be accorded under similar conditions to the planes, their crews and passengers of their own nationalities.

ARTICLE XV

This Agreement shall come into effect immediately after it has been duly signed.

收發。



第十條

公司之職員應以中華民國及蘇維埃社會主義聯邦共和國之國民為限。

公司應以盡量實地訓練及任用中國駕駛員、機械師、無線電員及其他職員為其固定政策。

凡舊俄帝國臣民，現時并非蘇維埃社會主義聯邦共和國國民者，其人及其眷屬即已取得中華民國之國籍亦不得引進公司任職。

第十二條

公司之飛機及機上服務人員與乘客在雙方之國境內時，應各守所在國之一切法令規章。

雙方應將各該國境內現行有關航空交通之一切法令規章通知公司。

第十三條

關於郵件運輸事項應由雙方政府之郵政管理機關另訂協定規定之。

第十四條

雙方於必要時，對於按本協定規定在飛行中之公司飛機及機上服務人員與其乘客應給予一切便利與襄助；此項便利與襄助應與雙方在同樣情形下給予本國之飛機及機上服務人員與乘客者相同。

第十五條

本協定一經簽字即發生效力。

ARTICLE XVI

第十六條

This Agreement is concluded for a term of ten years beginning from the date of signature of this Agreement. However, unless either of the Contracting Parties gives to the other a written notice at least one year prior to the expiration of this Agreement of its intention to terminate it, this Agreement shall continue to be in force for a term of another five years after the prior ten-year period.

In witness whereof, the above-named Contracting Parties have signed the present Agreement, executed in five copies, two copies of which to be kept by each Contracting Party and one copy to be kept by The Company, and have affixed thereupon their seals.

Done at Chungking on the 9th of September, 1939.

For the Ministry of Communications
Minister of Communications

For the Central Administration of
the Civil Aircraft
Representative

本協定自簽訂日起以十年為期，在期滿前一年若雙方之任何一方未經書面通知對方表示解約之意，則本協定於十年期滿之後再繼續有效五年。

本協定繕備一式五份，各由雙方簽署。協定雙方各存二份，公司存執一份。

中華民國國民政府交通部代表
(簽字)

蘇維埃社會主義聯邦共和國中央民用航空總管理局代表 (簽字)

中華民國二十八年九月九日在中華
公曆一九三九年九月九日在中華
民國重慶簽訂

中華民國交通部蘇維埃社會主義共和國聯邦民用航空
總管理局延長合辦中蘇航空公司(「哈阿」線)協定

三十八年五月三十一日簽訂
同日生效

中華民國交通部與蘇維埃社會主義共和國聯邦民用航空總管理局認爲繼續合辦中蘇航空公司(「哈阿」線)經營哈密阿拉木圖間之定期航空交通，爲對於雙方具有利益，爰經雙方決定訂立協定如下：

第一條

對於中華民國國民政府交通部與蘇維埃社會主義共和國聯邦民用航空總管理局爲組設哈密阿拉木圖間定期航空交通於中華民國二十八年(即公曆一千九百三十九年)九月九日在重慶所訂立協定，其有效期間於中華民國三十八年(即公曆一千九百四十九年)九月九日應即屆滿者，現予以繼續展期五年，則以中華民國四十三年(即公曆一千九百五十四年)九月九日爲止。

第二條

本協定自簽字之日起生效。

爲此，由締約雙方之代表將本協定簽字，以昭信守。

中華民國三十八年(即公曆一千九百四十九年)五月三十一日訂於迪化，中文俄文各繕三份，中文俄文有同等效力。

此項中文，俄文協定三份，應由中華民國交通部及蘇維埃社會主義共和國聯邦民用航空總管理局各收存一份，餘一份由上述中蘇航空公司收存之。

中華民國交通部授權代表

劉澤榮 (簽字)

蘇維埃社會主義共和國
聯邦民用航空總管理局
授權代表

阿夫謝耶維赤 (簽字)