

LEBANON,*
REPUBLIC OF

AGREEMENT BETWEEN CHINA AIRLINES
LIMITED AND TRANS MEDITERRANEAN
AIRWAYS S.A.L.

Signed and exchanged on June 18, 1987
Entered into force on June 18, 1987

黎巴嫩共和國*

中華航空公司與地中海航空
公司間協議

七十六年六月十八日簽訂
七十六年六月十八日生效

[譯文]

This Agreement is made on June 18, 1987 between China Airlines Limited, having its principal office at 131, Nanking East Road, Section 3, Taipei, Taiwan, Republic of China, hereinafter referred to as CAL / And / Trans Mediterranean Airways S.A.L., having its principal office at Beirut International Airport, Beirut-Lebanon, hereinafter referred to as TMA.

It is agreed that this Agreement shall be subject to the approval of the respective aeronautical authorities of each contracting party.

ARTICLE 1

The two contracting parties, being desirous of seeking cooperation between the two airlines, have agreed to recommend to their respective authorities an exchange of traffic rights as well as right of flying across and of landing for non-traffic purpose in their respective territories.

ARTICLE 2

CAL undertakes to obtain permission for designated airline by the Lebanese Aeronautical Authorities to operate a commercial air route for the transportation of passengers, cargo and mail jointly or separately on regular services in both directions between Beirut and Taipei. The services may be routed via intermediate points and also extended to two beyond points of Osaka and Tokyo. The traffic rights shall be exercised exclusively between Beirut and Taipei, with no traffic rights between Taipei and any intermediate or beyond points.

ARTICLE 3

TMA undertakes to obtain permission for designated airline by the R.O.C. Civil Aeronautics

第一條

締約雙方為謀求兩航空公司間之合作，同意各自向其航空當局建議交換航權，及飛越對方領域與在對方領域內為非營運目的降落之權利。

第二條

華航允諾為黎巴嫩航空當局所指定之一家航空公司獲取經營貝魯特與台北間客、貨、郵混合或分別運送之定期往返商業航線之許可。該運送業務得經由中間點，並得延遠至大阪及東京二點。此項航權僅限於貝魯特與台北間行使，台北與任何中間點或延遠點間無航權。

第三條

地航允諾為中華民國航空當局所指定之一家航空公司獲取經營台

Administration to operate a commercial air route for the transportation of passengers, cargo and mail jointly or separate on regular services in both directions between Taipei and Beirut. The services may be routed via intermediate points and also extended to two beyond points in Europe. The traffic rights shall be exercised exclusively between Taipei and Beirut, with no traffic rights between Beirut and any intermediate or beyond points.

ARTICEL 4

CAL undertakes to obtain permission for TMA to exercise the right of stopover at Taipei. TMA undertakes to obtain permission for CAL to exercise the right of stopover at Beirut.

ARTICLE 5

CAL and TMA agree that the frequency of air services between Taipei and Beirut and beyond on the respective routings as specified above shall be three flights per week for each carrier, with mutually agreed aircraft type.

ARTICLE 6

Whenever one party is prepared to commence regular services according to this Agreement while the other party has no immediate plan for same service, both parties shall reach a Commercial Agreement in advance, with operating party's carriage subject to an appropriate compensation in favor of non-operating party. The separate Commercial Agreement shall be signed and renewed for every (12) twelve months upon mutual consent.

ARTICLE 7

Each party shall have the right to operate supplementary flight and charter, pending further mutual agreement.

ARTICLE 8

The tariffs to be charged are subject to the approval of Aeronautical Authorities of both contracting parties. Any new tariff shall be submitted for approval at least (30) thirty days prior to the proposed date of introduction.

北與貝魯特間客、貨、郵混合或分別運送之定期往返商業航線之許可。該運送業務得經由中間點，並得延遠至歐洲二點。此項航權僅限於台北與貝魯特間行駛，貝魯特與任何中間點或延遠間無航權。

第四條

華航允諾為地航護取在台北行使經停權之許可，地航允諾為華航獲取在貝魯特行使經停權之許可。

第五條

華航及地航同意上列雙方台北與貝魯特間及延遠航之空運業務應各為每週三班次，其機型應經雙方同意。

第六條

當締約之一方根據本協議預備開航定期業務，而另一方並無相同之立即計畫時，雙方應事先達成商業協議，由營運之一方給予未營運之一方以適當之補償。該商業協議應於雙方同意後簽署，每十二個月重訂。

第七條

如經雙方同意，各方有權營運加班機及包機。

第八條

收取之費率應經締約雙方航空當局核准。任何新費率應於預定實施前三十日報請核准。

ARTICLE 9

This Agreement, which amends and supersedes the Agreement dated November 23, 1979, shall remain in force, unless either contracting party notifies the other in writing, (6) six months in advance, of its intention to terminate this Agreement.

For China Airlines LTD
[Signed]
Pete S.N. Bien
Vice President
Sales & Marketing

For Trans Mediterranaine Airways S.A.L.
[Signed]
Elie N. Ghaoui
Vice President
Sales

第九條

本協議修訂並取代一九七九年十一月廿三日所簽之協議，除任一方於六個月前以書面通知對方終止本協議之意願外，應持續有效。

中華航空公司
副總經理 卞爽年 [簽字]

地中海航空公司
副總經理 伊利·艾迪 [簽字]