

**AGREEMENT ON MARITIME TRANSPORT  
BETWEEN  
THE GOVERNMENT OF ANTIGUA AND BARBUDA  
AND  
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA**

The Government of Antigua and Barbuda and the Government of the People's Republic of China (hereinafter referred to as "*the Contracting Parties*");

For the purpose of further developing friendly relations between the two countries, strengthening their cooperation in the field of maritime transport;

Adhering to international maritime conventions and agreements that both Contracting Parties implement;

On the basis of equality and mutual benefit, freedom of navigation and the principle of non-discrimination;  
Have concluded as follows:

**ARTICLE 1  
DEFINITIONS**

In this Agreement:

- a. The term "*the Contracting Party*" or "*the other Contracting Party*" refers to the Government of Antigua and Barbuda or the Government of the People's Republic of China as the circumstances admit.
- b. The term "*Maritime Competent Authority*" refers to:
  - a) in the case of Antigua and Barbuda, the Antigua and Barbuda's Department of Marine Services and Merchant Shipping;
  - b) in the case of the People's Republic of China, the Ministry of Transport of the People's Republic of China.
- c. The term "*Vessel*" refers to any seagoing vessel, which is registered in the ship registration administration of one Contracting Party in accordance with its national laws and flies its national flag. The term "*Vessel*", however, shall not include vessels used for non-commercial purposes like warships, hydrographic and other scientific research and

fishing vessels.

- d. The term "*crew member*" refers to the master and any other person employed on board a vessel, whose name is included in the crew list and who is a holder of the seafarers' identity documents as referred to in Article 7 of the present Agreement.
- e. The term "*shipping company*" refers to a firm or company incorporated or registered according to the national laws of Contracting Party and which is pursuing international maritime transportation with its owned or operated vessels according to law and is independently responsible for any civil liabilities arising against it.
- f. The term "*port*" refers to the port including roadsteads, in the territory of either Contracting Party which is approved to be open to international shipping.

## ARTICLE 2

### RIGHTS OF OPERATING

1. The Contracting Parties shall seek to enhance the cooperation and development in the commercial shipping between their countries to facilitate cargo and passengers transport.
2. The vessels of one Contracting Party shall be entitled to sail between the international commercial ports of the other Contracting Party which are open to foreign vessels and to transport cargo and passengers between the Contracting Parties or between either Contracting Party and a third country provided that to do so would not infringe on the international obligations of the other Contracting Party.
3. The provisions in Paragraph 2 of this Article shall not affect the right of a third country vessel to participate in cargo and passengers transport between the Contracting Parties.

## ARTICLE 3

### CABOTAGE AND INLAND WATER TRANSPORT

1. This Agreement does not apply to cabotage and inland water transport as well as activities reserved by either Contracting Party to its national organizations or citizens in accordance with its national laws, such as

towage operation, piloting, salvage and port services in its territorial sea and inland waters.

2. While vessels of one Contracting Party sail from one port of the other Contracting Party to another in order to load cargo abroad or unload cargo from abroad, it shall not be regarded as cabotage or inland water transport, unless such goods are loaded and unloaded between ports of that Contracting Party, whether these cargo are from/to the other Contracting Party or from/to a third country. The same goes with passenger transport.

#### **ARTICLE 4**

##### **TREATMENT OF VESSELS IN PORT**

1. The Contracting Parties shall within the limits of their respective laws and regulations, take appropriate measures to facilitate and expedite maritime transport, to avoid unnecessary delay of vessels and simplify and expedite as much as possible, the relevant customs and other port formalities of vessels, including those concerning access to existing reception facilities for the waste from ships.

2. Each Contracting Party shall grant vessels of the other Contracting Party, the same favorable treatment as that to vessels of other countries under similar circumstances in its ports in respect of collection of port tonnage dues and include the other Contracting Party in the list of countries and regions applicable for preferential tonnage dues.

3. The provisions in Paragraph 1 of this Article shall not oblige either Contracting Party to extend to the vessels of the other Contracting Party exemptions from the compulsory pilotage requirements.

#### **ARTICLE 5**

##### **COOPERATION**

1. The cooperation between the two Contracting Parties in the field of maritime transport shall be based on the principles of equality, recognition of the national sovereignty and mutual interest.

2. Both Contracting Parties shall encourage their respective Maritime Competent Authorities, and their maritime and port organizations and

enterprises in particular, to cooperate, including but not limited to, in the following aspects:

- a. to promote maritime and port development of both Contracting Parties on the basis of equality and mutual benefit, and eliminate any obstacles which might hamper the development thereof;
- b. to make full and effective use of the maritime fleet of the Contracting Parties so as to satisfy the transport demand of their foreign trade;
- c. to ensure the safety of navigation, including the safety of vessels, crew members, passengers and cargo, and the protection of environment ;
- d. to enhance business, technical and experience exchanges and trainings;
- e. to enhance cooperation under the framework of international organizations and information exchange concerning international maritime conventions and agreements.

#### ARTICLE 6

##### DOCUMENTS OF VESSELS

1. Each Contracting Party recognizes the nationality certificate and other ship's documents held by vessels of the other Contracting Party and issued by the competent authorities of the flag state.
2. Vessels of one Contracting Party holding valid tonnage certificates issued in compliance with the *International Convention on Tonnage Measurement of Ships, 1969* and accepted by the other Contracting Party shall not be re-measured in the ports of the other Contracting Party. All dues and charges based on the tonnage of the vessels shall be calculated and collected in accordance with the above-mentioned certificates.

#### ARTICLE 7

##### IDENTITY DOCUMENTS OF CREW MEMBERS

1. Each Contracting Party recognizes the identity documents issued by the competent authority of the other Contracting Party for its crew members. These identity documents are:
  - for the Antigua and Barbuda's crew: "Antigua and Barbuda Seafarer's Book";
  - for the Chinese crew: "the Seafarer's Passport of the People's

Republic of China " .

Each Contracting Party shall provide the other Contracting Party with reasonable advance written notice of any change in the format of its identity documents.

2. The identity documents held by the crew members of a third country employed on board the vessel of one Contracting Party which are issued by the competent authorities of that third country shall also be recognized as valid documents if such documents are sufficient as passports or passport substitutes in accordance with the national laws in force of the other Contracting Party. However, when these crew members are active from their vessels, they shall also hold proofs confirming their employment on board the vessel.

#### **ARTICLE 8**

##### **STOP OVER BY CREW MEMBERS**

1. The competent authorities of one Contracting Party shall provide facilitation for crew of the other Contracting Party while staying in its ports as per its national laws and regulations. The crew members of the other Contracting Party shall adhere to the applicable laws and regulations of the first Contracting Party.

2. During the stay of a vessel of one Contracting Party in the port of the other Contracting Party, crew members on board the vessel holding the identity documents as referred to in Article 7 of this Agreement or passport or other international travel documents may go ashore without visa, and may stop over in the city where the port is located in accordance with the *Convention on Facilitation of International Maritime Traffic (London, April 1965)* and relevant laws and regulations of the staying country, provided that the master of the vessel has, in accordance with the regulations of the ports, submitted the crew list to the relevant authorities of the ports. However, when going ashore and returning to the vessel, the crew members in question shall be subject to the immigration inspection and customs formalities in force in the other Contracting Party.

3. While a vessel of one Contracting Party is staying in the territory of the other Contracting Party, the owner of the vessel or his/her representative

shall be entitled to contact or meet the crew members of the vessel, in accordance with the relevant laws and regulations of the other Contracting Party.

4. The relevant authorities of either Contracting Party shall in accordance with the *Convention on Facilitation of International Maritime Traffic (London, April 1965)* and relevant laws and regulations of the first Contracting Party, grant the crew members of the other Contracting Party who is admitted to hospital in the territory of the first Contracting Party the right to stay as long as it is deemed necessary for the in-patient medical treatment and then return to his home country by necessary means of traffic or proceed to another port of that Contracting Party to board the vessels.

#### **ARTICLE 9**

##### **DEPARTURE, ENTRY AND TRANSIT OF CREW MEMBERS**

1. Crew members of the vessels of one Contracting Party holding the identity documents specified in Article 7 of this Agreement and valid visa (attached to the passport or the other international travel documents), are allowed to enter into, depart from or travel through the territory of the other Contracting Party by any means of traffic as passengers for the purpose of boarding vessels, transshipment, repatriation or any other reason acceptable to the competent authorities of the other Contracting Party.
2. Either Contracting Party reserves the right to deny the entry into its territory of any crew members it may regard as undesirable, even though the crew members have the identity documents specified in Article 7 of this Agreement.
3. The provisions of this Article do not affect the respective laws and regulations concerning the entry into, stay over and departure from the territory of either Contracting Party by foreigners.

#### **ARTICLE 10**

##### **OFFICES OUTSIDE THE TERRITORY**

Shipping companies or enterprises of each Contracting Party may establish their shipping representative offices or business conducting offices in the territory of the other Contracting Party in accordance with the applicable laws and regulations of that other Contracting Party, and the activities of such offices shall be in compliance with the relevant laws and regulations of that other Contracting Party.

#### **ARTICLE 11**

##### **SALVAGE AT SEA**

1. Should a vessel of one Contracting Party encounter a danger or any other incident in the territorial sea or adjacent waters of the other Contracting Party, the relevant authorities of the other Contracting Party shall render the same possible rescue and assistance to the crew members and passengers of that vessel as it may give to its nationals and shall inform the relevant authorities of the Contracting Party with which the vessel is registered as soon as possible. Principles established in international conventions accepted by both Contracting Parties shall be followed in dealing with commercial rescue and salvage of the distressed vessel and cargo and in dealing with maritime accidents. No discrimination shall be exercised on the charges thereof.
2. If cargo, equipment and material discharged or rescued from the distressed vessels need to be temporarily stored on shore of the other Contracting Party so as to be transported back to the original country or to a third country, the relevant authorities of the other Contracting Party shall provide convenience for such arrangements in accordance with its national laws and regulations. No customs duties or any other taxation shall be imposed by the other Contracting Party on such cargo, equipment and material insofar as they are not delivered for sale or consumption in the territory of that Contracting Party.
3. The provisions of paragraph 2 of this Article shall not preclude the application of laws and regulations in force by the Contracting Parties with respect to temporary warehousing of goods.

**ARTICLE 12**  
**CRIMINAL JURISDICTION**

1. The provisions of Article 27 of the *UN Convention on the Law of the Sea in 1982*, apply in the case of any criminal offense on board vessels of one Contracting Party which are in the territorial seas of the other Contracting Party.
2. The provisions of paragraph 1 of this Article shall not affect the jurisdiction exercised by either Contracting Party in accordance with its national laws and regulations.

**ARTICLE 13**  
**REMITTANCE**

Revenues of shipping companies of one Contracting Party derived in the territory of the other Contracting Party may be settled in freely convertible currencies acceptable to both Contracting Parties. Such revenues may be used for the payment incurred in the territory of the other Contracting Party and/or be freely remitted abroad at the exchange rate published by the state bank of the other Contracting Party on the date of transfer.

**ARTICLE 14**

**RELATIONS WITH OTHER ORGANIZATIONS AND TREATIES**

This Agreement does not affect the rights and obligations of either Contracting Party derived from its membership of any other international or regional organizations or treaties.

**ARTICLE 15**  
**CONSULTATION**

At the request of either Contracting Party, representatives from the competent authorities of the Contracting Parties may meet and discuss the implementation of this Agreement and any other proposals raised by either Contracting Party at a place and date mutually agreed upon.



**ARTICLE 16**  
**SETTLEMENT OF DISPUTES**

Should there be any dispute between the Contracting Parties on the interpretation or in the implementation of this Agreement, the competent authorities of the Contracting Parties shall resolve it through friendly consultation on the basis of mutual understanding. In case no agreement could be reached, it shall be resolved through diplomatic channels.

**ARTICLE 17**  
**ENTRY INTO FORCE, AMENDMENT AND TERMINATION**

1. Each Contracting Party shall notify the other Contracting Party through diplomatic channels in writing of its completion of national legal procedures as required for the entry into force of this Agreement. When both parties have provided notification to the other that it has completed all the relevant legal national procedures, the agreement shall then go into effect sixty (60) days after the date of receipt of the later of the two notifications.
2. This Agreement shall remain in force for five (5) years. Thereafter, this agreement shall be renewed automatically for successive periods of five (5) years unless either of the Contracting Parties notifies the other Contracting Party in writing of its intention to terminate this Agreement no later than six (6) months prior to the expiration of any current five year period of this Agreement.
3. This Agreement may be amended by the agreement of the Contracting Parties in writing duly signed by the appropriate representative of the Contracting Parties that the Contracting Party agrees to the amendment. The amendment shall enter into force in accordance with the procedures stipulated in paragraph 1 of this Article. As an inseparable part of this Agreement, the amendment shall have the same validity of this Agreement.
4. Either Contracting Party may terminate this Agreement by written notice through diplomatic channels. The termination shall take effect six months after the receipt of the notice by the other Contracting Party.

**IN WITNESS WHEREOF**, the undersigned duly authorized by their respective Contracting Parties, have signed this Agreement.

**DONE** at Beijing, on this twenty-fourth day of the month of January in the year of 2024, in duplicate in the English and Chinese languages, both the two texts being equally authentic.



**For the Government of  
Antigua and Barbuda**

**For the Government of  
the People's Republic of China**