

**AGREEMENT  
BETWEEN**

**THE GOVERNMENT OF THE REPUBLIC OF LIBERIA AND  
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA  
ON MARITIME TRANSPORT**

The Government of the Republic of Liberia 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:

1. The term "*Vessel*" means any merchant ship registered in the territory of one Contracting Party in accordance with its national laws, flying the national flag of this Contracting Party and engaged in international maritime transport. This term, however, shall not include:

- warships;
- fishing ships;
- scientific research vessels; and
- other public ships built and used for non-commercial purpose.

2. The term "*Members of the crew*" means the master and the other persons working or servicing on board ship of one Contracting Party, who hold the identity documents as referred to in Article 5 of this Agreement and whose names are included in the crew list of the vessel.

3. The term "*Shipping companies*" means any economic entity in compliance with the following conditions:

- to be established in the territory of one Contracting Party and have its head office therein;
- to undertake all the civil responsibilities independently;
- to be engaged in the business of international maritime transport with its owned or operated vessels.

4. The term "*Port*" means international commercial ports of the Contracting Parties open to foreign vessels.

5. The term "*Competent authorities*" means:

- in case of the Republic of Liberia: *The Liberia Maritime Authority*;
- in case of the People's Republic of China: *The Ministry of Transport*.

## ARTICLE 2

### TREATMENT OF VESSELS IN PORT

1. The Contracting Parties shall, within the limits of their respective laws and regulations, take all 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 waste from ships.

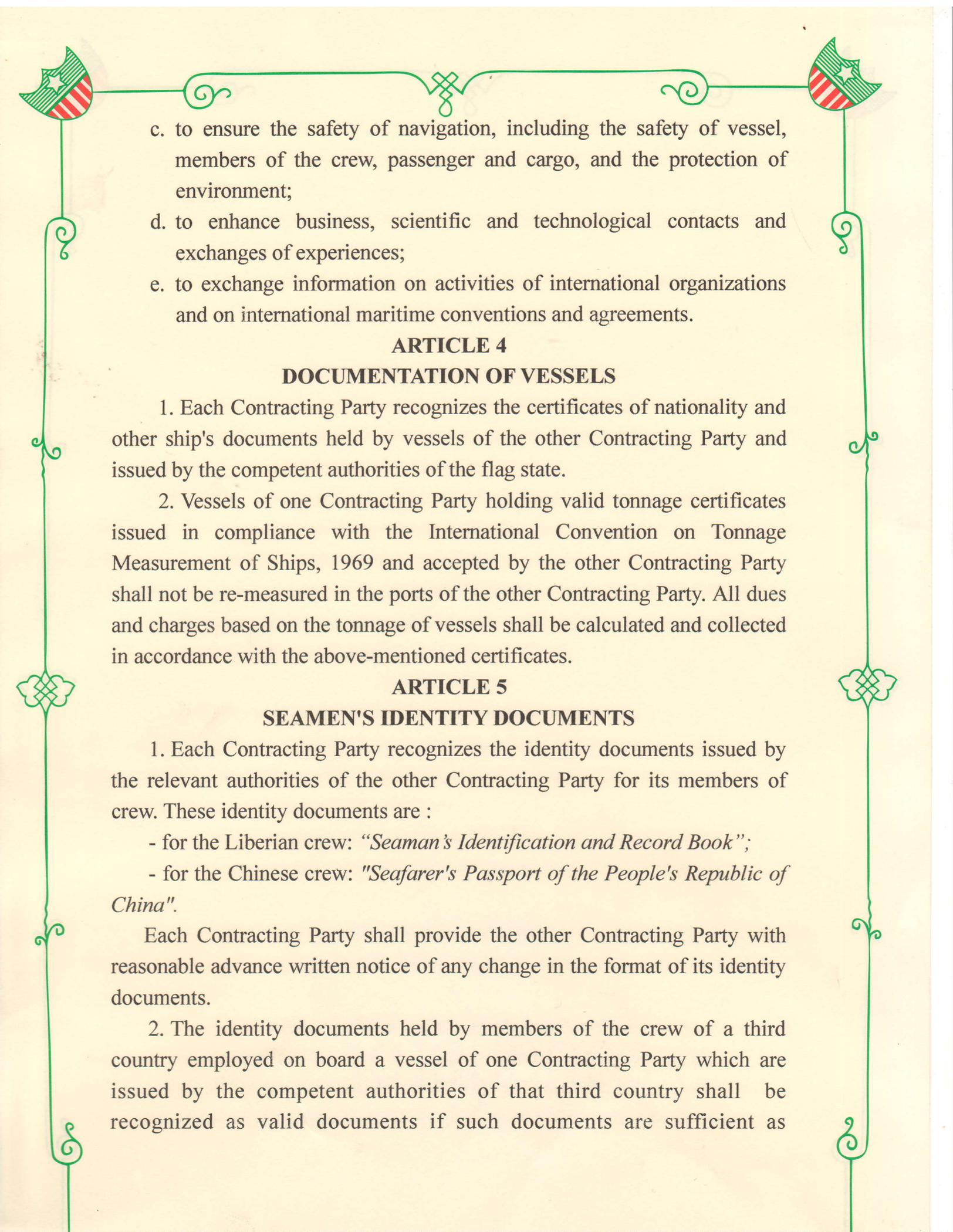
2. Each Contracting Parties shall grant vessels of the other Contracting Party the same favorable treatments as that to vessels of other countries under similar circumstances in its ports in respect of collection of tonnage dues.

## ARTICLE 3

### COOPERATION

Both Contracting Parties encourage their respective maritime 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

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- c. to ensure the safety of navigation, including the safety of vessel, members of the crew, passenger and cargo, and the protection of environment;
  - d. to enhance business, scientific and technological contacts and exchanges of experiences;
  - e. to exchange information on activities of international organizations and on international maritime conventions and agreements.

#### **ARTICLE 4**

##### **DOCUMENTATION OF VESSELS**

1. Each Contracting Party recognizes the certificates of nationality 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 vessels shall be calculated and collected in accordance with the above-mentioned certificates.

#### **ARTICLE 5**

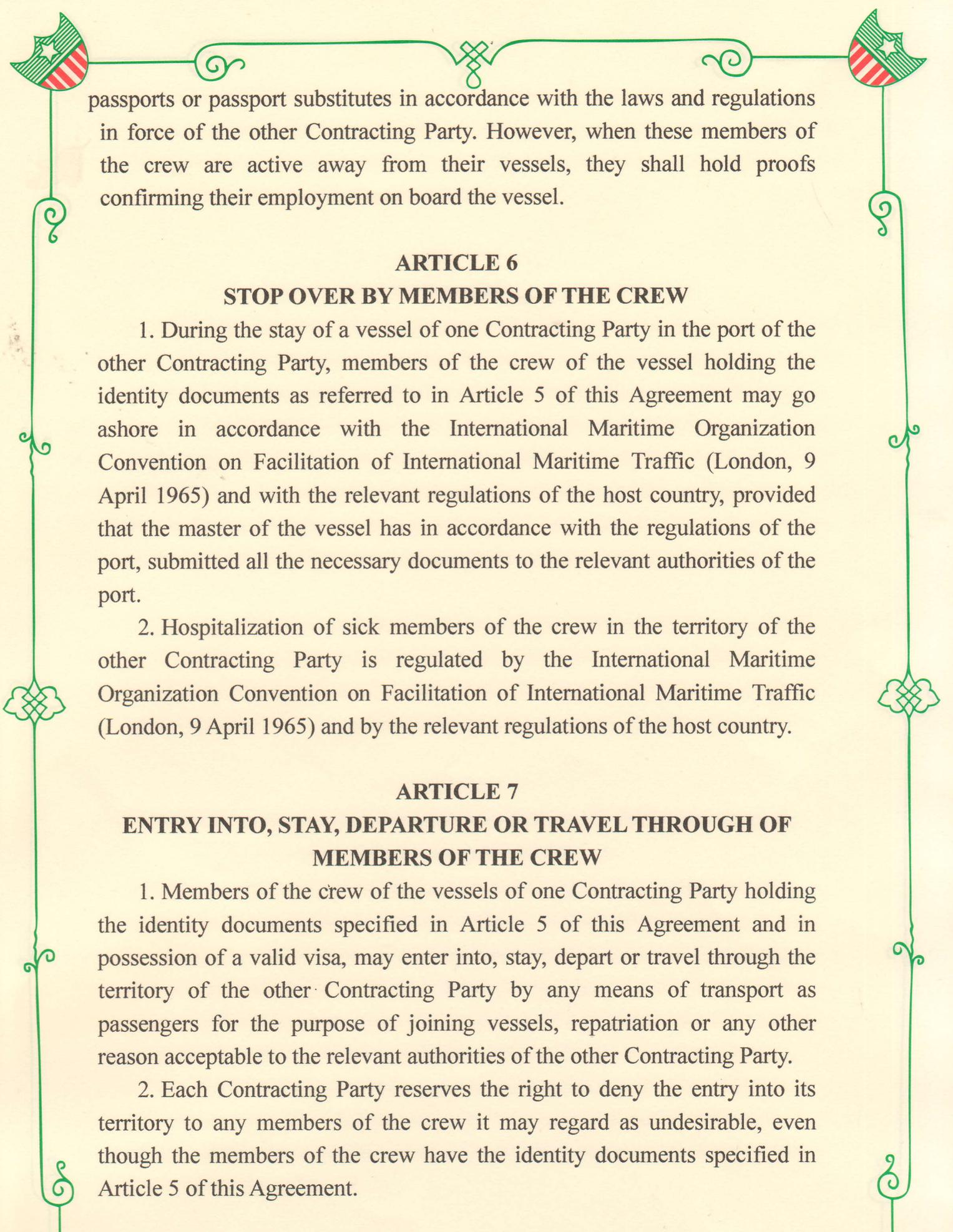
##### **SEAMEN'S IDENTITY DOCUMENTS**

1. Each Contracting Party recognizes the identity documents issued by the relevant authorities of the other Contracting Party for its members of crew. These identity documents are :

- for the Liberian crew: "*Seaman's Identification and Record Book*";
- for the Chinese crew: "*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 members of the crew of a third country employed on board a vessel of one Contracting Party which are issued by the competent authorities of that third country shall be recognized as valid documents if such documents are sufficient as



passports or passport substitutes in accordance with the laws and regulations in force of the other Contracting Party. However, when these members of the crew are active away from their vessels, they shall hold proofs confirming their employment on board the vessel.

## **ARTICLE 6**

### **STOP OVER BY MEMBERS OF THE CREW**

1. During the stay of a vessel of one Contracting Party in the port of the other Contracting Party, members of the crew of the vessel holding the identity documents as referred to in Article 5 of this Agreement may go ashore in accordance with the International Maritime Organization Convention on Facilitation of International Maritime Traffic (London, 9 April 1965) and with the relevant regulations of the host country, provided that the master of the vessel has in accordance with the regulations of the port, submitted all the necessary documents to the relevant authorities of the port.

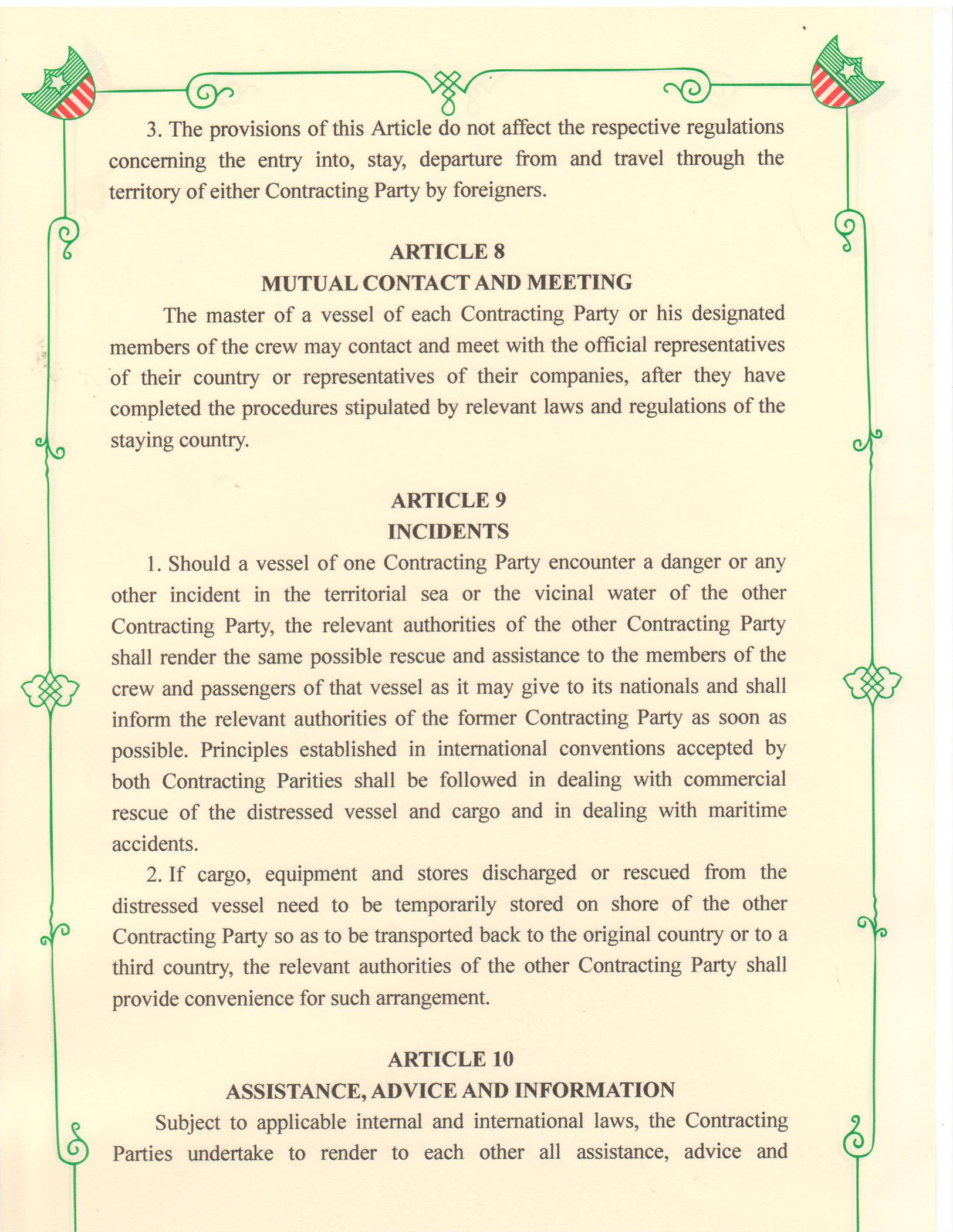
2. Hospitalization of sick members of the crew in the territory of the other Contracting Party is regulated by the International Maritime Organization Convention on Facilitation of International Maritime Traffic (London, 9 April 1965) and by the relevant regulations of the host country.

## **ARTICLE 7**

### **ENTRY INTO, STAY, DEPARTURE OR TRAVEL THROUGH OF MEMBERS OF THE CREW**

1. Members of the crew of the vessels of one Contracting Party holding the identity documents specified in Article 5 of this Agreement and in possession of a valid visa, may enter into, stay, depart or travel through the territory of the other Contracting Party by any means of transport as passengers for the purpose of joining vessels, repatriation or any other reason acceptable to the relevant authorities of the other Contracting Party.

2. Each Contracting Party reserves the right to deny the entry into its territory to any members of the crew it may regard as undesirable, even though the members of the crew have the identity documents specified in Article 5 of this Agreement.



3. The provisions of this Article do not affect the respective regulations concerning the entry into, stay, departure from and travel through the territory of either Contracting Party by foreigners.

### **ARTICLE 8**

#### **MUTUAL CONTACT AND MEETING**

The master of a vessel of each Contracting Party or his designated members of the crew may contact and meet with the official representatives of their country or representatives of their companies, after they have completed the procedures stipulated by relevant laws and regulations of the staying country.

### **ARTICLE 9**

#### **INCIDENTS**

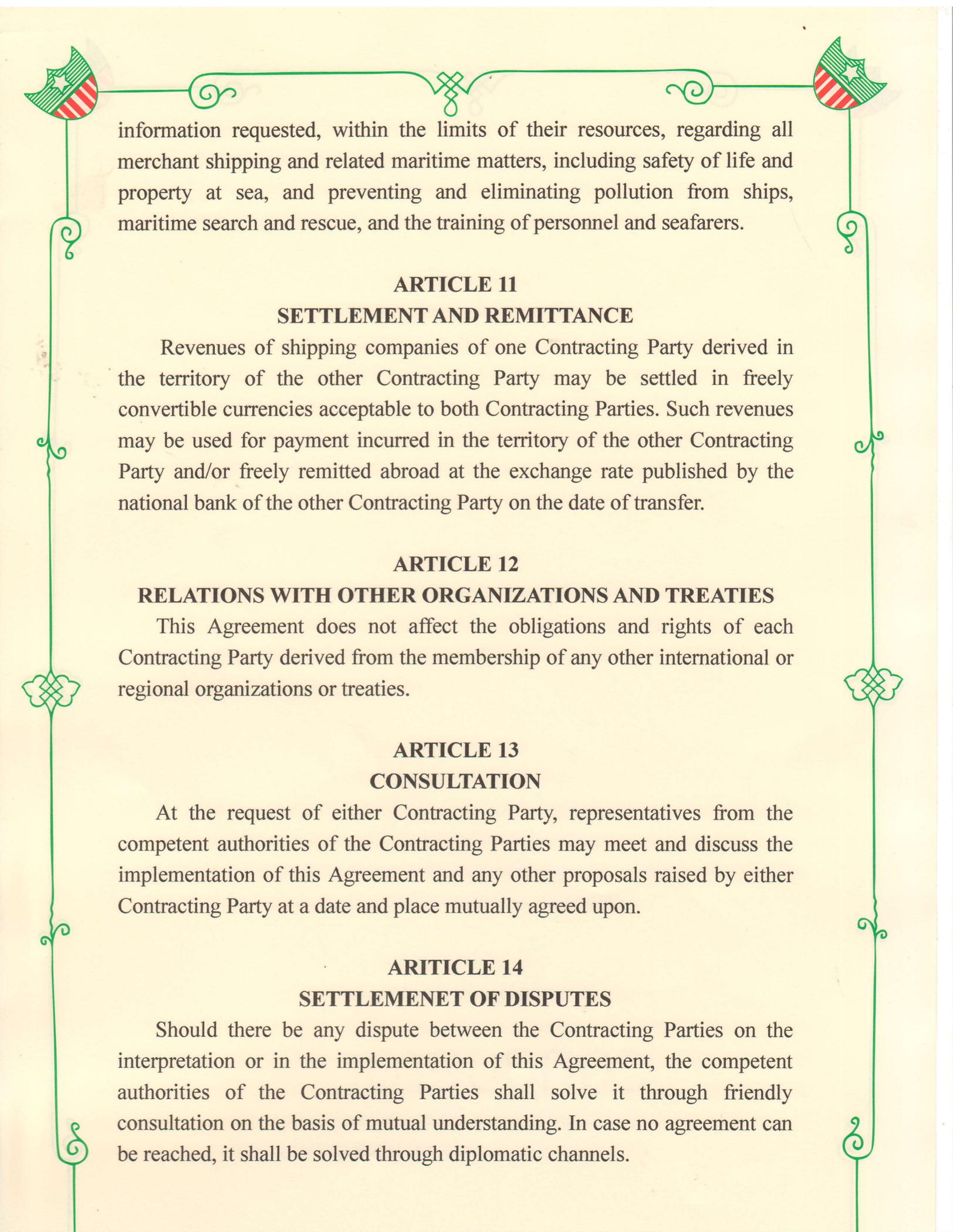
1. Should a vessel of one Contracting Party encounter a danger or any other incident in the territorial sea or the vicinal water of the other Contracting Party, the relevant authorities of the other Contracting Party shall render the same possible rescue and assistance to the members of the crew and passengers of that vessel as it may give to its nationals and shall inform the relevant authorities of the former Contracting Party as soon as possible. Principles established in international conventions accepted by both Contracting Parties shall be followed in dealing with commercial rescue of the distressed vessel and cargo and in dealing with maritime accidents.

2. If cargo, equipment and stores discharged or rescued from the distressed vessel 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 arrangement.

### **ARTICLE 10**

#### **ASSISTANCE, ADVICE AND INFORMATION**

Subject to applicable internal and international laws, the Contracting Parties undertake to render to each other all assistance, advice and



information requested, within the limits of their resources, regarding all merchant shipping and related maritime matters, including safety of life and property at sea, and preventing and eliminating pollution from ships, maritime search and rescue, and the training of personnel and seafarers.

**ARTICLE 11**  
**SETTLEMENT AND 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 payment incurred in the territory of the other Contracting Party and/or freely remitted abroad at the exchange rate published by the national bank of the other Contracting Party on the date of transfer.

**ARTICLE 12**  
**RELATIONS WITH OTHER ORGANIZATIONS AND TREATIES**

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

**ARTICLE 13**  
**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 date and place mutually agreed upon.

**ARTICLE 14**  
**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 solve it through friendly consultation on the basis of mutual understanding. In case no agreement can be reached, it shall be solved through diplomatic channels.

## ARTICLE 15

### ENTRY INTO FORCE, AMENDMENT AND TERMINATION

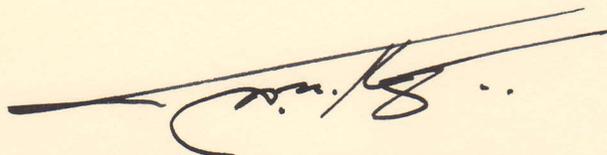
1. Each Contracting Party shall notify the other Contracting Party through diplomatic channels in writing of its completion of national legal procedures as required for the entry into force of this Agreement. This Agreement shall enter into force thirty (30) days after the receipt of the last notification.

2. This Agreement shall remain in force for three (3) years, and may be renewed subject to negotiation and conclusion in writing by the Contracting Parties prior to the expiration. This Agreement may be terminated ninety(90) days after written notification of termination given by either Contracting Party to the other Contracting Party through diplomatic channels.

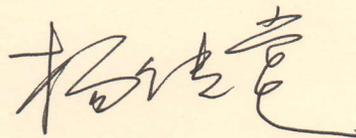
3. This Agreement may be amended with unanimity in writing of the Contracting Parties. The amendment shall enter into force in accordance with the procedures stipulated in paragraph 1 of this Article. As inseparable part of this Agreement, the amendment shall remain in force the same as this Agreement.

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

**DONE** at Beijing on this 3<sup>rd</sup> day of November in the year of 2015, in duplicate in the English and Chinese Languages, the two texts being equally authentic.



**For the Government of  
the Republic of Liberia**



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

↑ 请在此签字