

**BILATERAL AIR SERVICES
AGREEMENTS BETWEEN THE
GOVERNMENT OF THE REPUBLIC OF
KENYA
AND THE GOVERNMENT OF THE
REPUBLIC
OF ANGOLA; MOZAMBIQUE AND
THE
GOVERNMENT OF CANADA**

PARLIAMENT
OF KENYA
LIBRARY

MOZAMBIQUE

APPENDIX 'B'

AIR SERVICES AGREEMENT

BETWEEN THE

GOVERNMENT OF

THE REPUBLIC OF

KENYA AND THE

GOVERNMENT OF

THE REPUBLIC OF

MOZAMBIQUE

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AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF KENYA AND THE GOVERNMENT OF THE REPUBLIC OF MOZAMBIQUE

PREAMBLE

The Government of the Republic of Kenya and the Government of the Republic of Mozambique; (hereinafter referred to as the "Contracting Parties");

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day for December, 1944;

Acknowledging the importance of air transport as a means of creating and preserving friendship, understanding and co-operation between peoples of the two countries;

Desiring to contribute to the progress of international civil aviation;

Desiring to conclude an Agreement for the purpose of establishing air services between and beyond their respective territories;

Have agreed as follows:-

ARTICLE 1 DEFINITIONS

For the purpose of this Agreement and any annex attached hereto, unless the context otherwise requires the term:

- a) "**Aeronautical Authorities**" means in the case of each Contracting Party its Minister/Cabinet Secretary in charge of Civil Aviation or any person or body authorized under its laws to perform a particular function to which this Agreement relates;
- b) "**Agreed Services**" means scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers, cargo;
- c) "**Agreement**" means this Agreement, its Annex drawn up in application thereof, and any amendments to the Agreement or to the Annex;
- d) "**Air Service**", "international air service", "Airline(s)" and "stop for non-traffic purposes" have the meaning respectively assigned to them in Article 96 of the Convention;

- e) **“Airborne Equipment”** means articles other than stores and spare parts of a removable nature, for use on board an aircraft during flight, including first aid and survival equipment;
- f) **“Cargo”** includes mail;
- g) **“Code-sharing”** means a commercial arrangement whereby passengers of two or more Airline(s) travel together on one aircraft bearing the Airline(s) flight code of two or more Airline(s);
- h) **“Computer Reservation System”** (CRS) means a computerized system containing information about Airlines schedules, seat availability, fares and related services and through which reservations can be made and/or tickets can be issued and which makes some of all these facilities available to travel agents;
- i) **“Convention”** means the Convention on International Civil Aviation, opened for signature at Chicago on 7th December, 1944 and includes; (i) any amendment thereto which has entered into force under Article 94 (a) thereof and has been ratified by both Contracting Parties and (ii) any Annex or any amendment thereto adopted under Article 90 of that Convention, in so far as such amendment or annex is at the given time effective for both Contracting Parties;
- j) **“Designated Airline”** means an Airline which has been designated and authorized in accordance with Article 3 of this Agreement;
- k) **“Specified Routes”** means the air routes as set forth in the Annex thereto on which the agreed service may be operated;
- l) **“Spare Parts”** means articles of a repair or replacement nature for incorporation in an aircraft, including engines;
- m) **“Tariff”** means the prices or charges to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices or charges apply, including prices or charges and conditions for agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail;
- n) **“Territory”** in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty or protection of that State;
- o) **“Traffic”** means the carriage of passengers, cargo and mail; and
- p) **“User Charges”** means fees or rates levied for the use of airports, navigational facilities and other related services offered by one Contracting Party to the other.

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ARTICLE 2
GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party, the rights specified in this Agreement for the purpose of establishing the agreed services on the specified routes in the annexes to this Agreement. The Airline designated by each Contracting Party shall enjoy, while operating the agreed services on the specified route, the following rights:
 - a) To fly without landing across the territory of the other Contracting Party;
 - b) To make stops in the said territory for non-traffic purposes; and
 - c) To make stops in the said territory at the points specified for that route in the schedules to this Agreement for the purpose of putting down and taking up international traffic in passengers, cargo and mail, coming from or destined for the territory of the other Contracting Party.
2. Nothing in paragraph (1) shall be deemed to confer on the Airline of one Contracting Party the privilege of taking up in the territory of the other Contracting Party, passengers and cargo or mail destined for another point in the territory of that other Contracting Party.

ARTICLE 3
DESIGNATION OF AIRLINES AND OPERATING AUTHORIZATIONS

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more Airlines for the purpose of operating the agreed services on the specified routes, and to withdraw or alter such designations through diplomatic channels and shall identify whether the Airline or airlines are authorized to conduct the type of air transportation specified in the Annex.
2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraph (3) and (4) of this Article, without delay but not later than 30 days, grant to the Airline designated the appropriate operating authorization.
3. The Aeronautical Authority of a Contracting Party may require the Airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.
4. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph (2) of this Article or to impose such

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conditions as it may deem necessary on the exercise by a designated Airline of the rights specified in Article 2 of this Agreement.

5. The party designating the Airline(s) is maintaining and administering the standards set forth in Article 7 (Safety) and Article 8 (Aviation Security).
6. When an Airline has been so designated and authorized it may begin at any time to operate the agreed services provided that a tariff established in accordance with the provisions of Article 9 (Tariffs) of this Agreement is in force in respect of that service.

ARTICLE 4 REVOCATION AND SUSPENSION OF OPERATING AUTHORIZATION

1. Each Contracting Party shall have the right to revoke or suspend an operating authorization for the exercise of the rights specified in Article 2 of this Agreement by the designated Airline of the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:
 - a) In any case where it is no longer satisfied that place of incorporation or principal place of business is not in accordance with Article 3 (4) of this Agreement.
 - b) In the case where it is no longer satisfied that the place of incorporation or principal place of business is not accordance with the laws or the regulations in force in the territory of the Contracting Party granting these rights; or
 - c) In case the Airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.
 - d) The other Party is not maintaining and administering the standards as set forth in Article 7 (Safety) of this Agreement.
2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringements of the laws or the regulations of the provisions of this Agreement, such right of revocation or suspension shall be exercised only after consultation with the aeronautical authorities of the other Contracting Party.

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ARTICLE 5
APPLICABILITY OF NATIONAL LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party relating to admission to, flight within or departure from its territory of aircraft of its designated Airline engaged in international air navigation, or to the operation or navigation of such aircraft while within its territory shall likewise apply to the aircraft of the designated Airline of the other Contracting Party 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 admission to, stay in, or departure from its territory of passengers, crew or cargo, such as regulations relating to entry, exit, emigration, immigration, passports as well as customs and sanitary measures, shall apply to passengers, crew or cargo including mail carried by the aircraft of the designated Airline of the other Contracting Party upon entry into or departure from or while within the territory of the said Contracting Party.
3. Neither Contracting Party may grant any preference to its own Airline with regard to the designated Airlines of the other Contracting Party in the application of the laws and regulations indicated in this Article

ARTICLE 6
RECOGNITION OF CERTIFICATE AND LICENCES

1. The aeronautical authorities of each Contracting Party shall, with respect to a designated airline of the other Contracting Party, have the right to withhold the authorizations referred to in Article 3 (Désignation of Airlines and Operating Authorizations) of this Agreement, to revoke or suspend such authorizations or impose conditions, at any time during the exercise of the rights by the designated airline concerned in the event:
 - a) of failure by the airline to qualify under or to comply with the domestic law and regulations normally applied by the aeronautical authorities of that Contracting Party in conformity with the Convention;
 - b) that the aeronautical authorities of that Contracting Party are not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals; or
 - c) the airline fails to operate in accordance with the conditions prescribed under this Agreement.
2. Unless immediate action is essential to prevent further infringement of the domestic law referred to above, the rights enumerated in sub-article (1) shall be

exercised only after consultations with the aeronautical authorities of the other Contracting Party, in accordance with Article 18 (Consultations).

ARTICLE 7 SAFETY

1. Each Party shall recognize as valid, for the purpose of operating the air transportation provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Party and still in force, provided that the requirements for such certificates or licenses are at least equal to the minimum standards that may be established pursuant to the Convention.
2. Each Party reserves the right, however, to refuse to recognize, for the purpose of flights undertaken pursuant to rights granted under Article 2 (Grant of Rights), certificates of competency and licenses granted to its own nationals by the other Contracting Party.
3. Either Party may request consultation concerning the Safety Standards maintained by the other Party relating to aeronautical facilities, air crews, aircraft and operation of the designated Airlines. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards and requirements in these areas that are at least equal to the minimum standards that may be established pursuant to the Convention, the other party shall be notified of such findings and the steps considered necessary to conform with these minimum standards, and the other party shall take appropriate corrective action.
4. Each Party reserves the right to withhold, revoke, or limit the operating authorization or technical permission of an Airline or Airlines designated by the other Party in the event the other Party does not take such appropriate corrective action within reasonable time.

ARTICLE 8 AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.
2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on offenses and Certain Other Acts Committed on

board Aircraft; signed at Tokyo on 14th September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft signed at the Hague on 16th December 1970 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation signed at Montreal on 23rd September, 1971, and any other Convention on Aviation Security to which the Contracting Parties shall become party.

3. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
4. The parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Parties; they shall require that operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.
5. Each Contracting Party agrees that such operations of aircraft may be required to observe the aviation security provisions referred to in paragraph (3) above required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party.
6. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
7. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occur, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

ARTICLE 9 TARIFFS

1. The tariffs to be charged shall be subject to approval by the aeronautical authorities of the Contracting Party from whose territory they are to be applied. They should take into account the cost of the operation, a reasonable profit, the

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prevailing conditions of competition and of the market as well as the interests of transport users.

2. The tariff shall be submitted by the designated airlines to the aeronautical authorities referred to in sub-article (1) for approval at least one month prior to the envisaged date of their introduction.
3. If the aeronautical authorities do not consent to a tariff submitted for their approval in accordance with sub-article (2), they shall inform the airline concerned within twenty-one (21) days after the date of submission of the tariff. The tariff applied up to that time which was to be replaced by the new tariff shall continue to be applied.
4. The designated airlines of both Contracting Parties may not offer, sell or advertise tariffs different from those, which have been established in accordance with the provisions of this Article.

ARTICLE 10 CUSTOMS DUTIES AND OTHER CHARGES

1. Aircraft operated international air services by the designated Airline of either Contracting Party, as well as their regular equipment supplies of fuel and lubricants and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempted from all customs duties, taxes, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided equipment, and supplies remain on board the aircraft up to such time as they are re-exported or are used on the journey performed over that territory.
2. There shall also be exempt from the same duties, taxes, fees and charges with the exception of charges corresponding to the service performed:
 - a) Aircraft stores taken on board in the territory of a Contracting Party, within limits fixed by the Customs Authorities of the said territory and for use on board outbound aircraft of the other Contracting Party engaged on international air services.
 - b) Spare parts introduced into the territory of either Contracting Party for maintenance or repair of aircraft used on international air services by the designated airlines of the Contracting Party.
 - c) Fuel and lubricants supplied in the territory of a Contracting Party to an outbound aircraft of the designated Airlines of the other Contracting Party, engaged on an international air service even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they will have been taken on board.

- d) Materials referred to in sub-paragraphs a, b, and c above may be required to be kept under Customs supervision or control.
- e) The regular airborne equipment as well as the material and supplies retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of Customs Authorities of that territory. In such cases they may be placed under the supervision of the said authorities up to such time as they may be placed under the supervision of the said authorities of that territory.

ARTICLE 11 COMMERCIAL ACTIVITIES

1. The designated airlines of both Contracting Parties shall be allowed to establish in the territory of the other Contracting Party offices for the promotion of air transportation and sale tickets as well as other facilities required for the provision of air transportation.
2. A designated airline of one Contracting Party shall be allowed to bring in and maintain in the territory of the other Contracting Party its managerial, commercial, operational and technical staff as it may require in connection with the provision of air transportation.
3. These staff requirements may, at the option of a designated airline, be satisfied by its own personnel or by using the services of any other organization, company or airline operating in the territory of the other Contracting Party, and authorized to perform such services in the territory of that Contracting Party.
4. Each Contracting Party grants to a designated airline of the other Contracting Party the right to engage in the sale of air transportation in its territory and, at the airline's discretion, through its agents.
5. The above activities shall be carried out in accordance with the laws and regulations of the Contracting Party.
6. Each designated Airlines shall have a right to select among competing agents for ground handling services in the territory of the other Party. Ground handling services shall be available on equal basis to all Airlines: charges shall be based on costs of services provided.
7. Any Airline of each Party may engage in the sale of air transportation in the territory of the other Party directly and, at the Airline's discretion through its agents. Each Airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies.

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8. Each designated Airline shall have the right to remit to its country receipts in excess of sums locally disbursed in due proportion to the carriage of passengers, baggage, cargo and mail. Such transfers shall be effected on the basis of the foreign exchange regulations in force. If payments between the Contracting Parties are regulated by a special Agreement, this special Agreement shall apply.
9. Both parties agree that in operating the Agreed Services on the Routes Schedule, the designated airline(s) may enter into co-operative marketing arrangements such as blocked space, code-sharing with:
 - a) The Airline or the other Party; and/or
 - b) An airline or Airlines of a third country provided that all Airlines in such arrangements hold appropriate authorizations for such arrangements from the other Contracting Party.

ARTICLE 12 COMPUTER RESERVATION SYSTEM (CRS)

1. The Contracting Parties agree that:
 - a) The interest of consumers of air transport products will be protected from any misuse of such information including misleading presentation thereof;
 - b) A designated Airline of a Contracting Party and the Airline(s) agents will have unrestricted and non-discriminatory access to and use of CRS in the territory of the other Contracting Party;
 - c) Both Parties agree to abide by any applicable codes of Conduct with regards to the use of CRS.
2. Each Contracting Party guarantees to the other Contracting Party free and unimpaired access in its territory, the CRS chosen as its primary system by the designated Airline of the other Contracting Party. Neither Contracting Party shall, in its territory, impose or permit to be imposed on the CRS of the designated Airline of the other Contracting Party more stringent requirements than those imposed on the CRS of its own designated Airline, such as with respect to:
 - a) The operation and sale of the CRS services including CRS display and editing rules; and
 - b) The access to and use of communications facilities, selection and use of technical hardware and software or the installation of hardware.

ARTICLE 13
SUBMISSION OF TIME TABLE

1. The designated airline of each Contracting Party shall submit to the aeronautical authority of the other Contracting Party for approval, thirty (30) days in advance, the timetable of its intended services, specifying the frequency type of aircraft, configuration and number of seats to be made available to the public.
2. Any subsequent changes to the approved timetable of a designated airline shall be submitted for approval to the aeronautical authority of the other Contracting Party.
3. If a designated airline wishes to operate flights supplementary to those covered in the approved timetables, such flights shall be agreed to between the designated airlines, prior to permission being requested from the aeronautical authorities of the Contracting Party concerned.

ARTICLE 14
FREQUENCIES

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes.
2. In operating the agreed services, the designated airline of each Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to affect unduly the services, which the latter provides on the whole, or part of the same routes.
3. The frequency of services to be operated and the nature of air service of the agreed services on the specified routes shall be agreed between the designated airlines in accordance with the provisions of this Article. Such agreement shall be submitted for the approval of the aeronautical authorities, at least sixty (60) days before the intended date for the beginning of such services.
4. Any increase in frequency of services to be operated by the designated airline of either Contracting Party shall be agreed between the designated airlines and shall be submitted for the approval of the aeronautical authorities on the basis of the estimated requirements of traffic between the territories of the two Contracting Parties and any other traffic to be jointly agreed and determined. Pending such agreement or settlement, frequency entitlements already in force shall prevail.
5. If the designated airlines of the Contracting Parties fail to agree on any matter on which their agreement is required under the provisions of this Article, the aeronautical authorities shall endeavor to reach agreement thereon.

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ARTICLE 15
SUBMISSION OF STATISTICS

The aeronautical authorities of one Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operations of the designated Airline of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by the Airline on the agreed services and the origins and destinations of such traffic.

ARTICLE 16
CURRENCY EXCHANGE

Each Contracting Party undertakes to grant to the designated airline of the other Contracting Party, the right to remit to its head office at the prevailing or current rate of exchange in accordance with the respective applicable domestic law governing current payments, the excess of receipts over expenditure earned by such airline in connection with the agreed services on the specified routes, according to the exchange control regulations in force, in the territory of each Contracting Party.

ARTICLE 17
SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavor to settle it by negotiation.
2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body; if they do not so agree, the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrators one to be nominated by each Contracting Party and the third to be appointed by the two so nominated.
3. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal and the third arbitrator shall be appointed within a further period of sixty (60) days.
4. If either of the Contracting parties fails to nominate an arbitrator within the period specified or if the third arbitrator is not appointed within the period specified, the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case may be within a period of



thirty (30) days. In each case, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.

5. Except as otherwise agreed, the arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedural rules and shall determine the place of arbitration having regard to the circumstances of the case. The tribunal, once formed, may recommend interim relief measure pending its final determination. At the direction of the tribunal or at the request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than 15 days after the tribunal is fully constituted.
6. The Contracting Parties shall comply with any decision given under paragraph (2) of this Article.
7. Each Contracting Party shall be responsible for the cost of its designated arbitrator and subsidiary staff provided and both Contracting Parties shall share equally all such further expenses involved in the activities of the tribunal, including those of the President.
8. Either Contracting Party or the designated Airline of either Contracting Party may limit, withhold or revoke any rights or privileges, which it has granted by virtue of this Agreement to the Contracting party in default hereof.

ARTICLE 18 CONSULTATIONS

1. Exchange of views shall take place as needed between the aeronautical authorities of the Contracting Parties in order to achieve closer cooperation and agreement in all matters pertaining to the application of this Agreement.
2. Either Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest date, but not later than 60 days from the date the other Party receives the request unless otherwise agreed.

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ARTICLE 19
REGISTRATION OF AGREEMENT AND AMENDMENTS

1. This Agreement, its Annex, as well as any amendments thereto shall be registered with the International Civil Aviation Organization.
2. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, such modification, if agreed between the Contracting Parties, shall come into effect when confirmed by an Exchange of Diplomatic Notes.

ARTICLE 20
CONFORMITY WITH MULTILATERAL CONVENTIONS

This Agreement and its Annex shall be deemed to be amended to the extent necessary so as to conform to any multilateral convention, which may become binding on both Contracting Parties.

ARTICLE 21
TERMINATION

1. Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization.
2. In such case this Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period.
3. In the absence of acknowledgement of receipt by the other Contracting Party, such notice shall be deemed to have been received fourteen (14) days after receipt of the notice by the International Civil Aviation Organization.

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**ARTICLE 22
ENTRY INTO FORCE**

1. The Provisions of the present Agreement shall apply on a provisional basis on the date of its signature.
2. The present Agreement shall enter into force when both Contracting Parties shall have notified each other through the diplomatic channel of compliance with their nationally required legal procedures.
3. IN WITNESS WHEREOF, the undersigned, thereunto duly authorized by their respective Governments, have signed.
4. DONE in duplicate in English and Portuguese languages, both languages being equally authentic, at Nairobi, Kenya on thisday of.....2012.

**FOR THE GOVERNMENT
OF THE REPUBLIC OF
KENYA**

**FOR THE GOVERNMENT
OF THE REPUBLIC OF
MOZAMBIQUE**

**AMOS KIMUNYA
MINISTER FOR TRANSPORT**

**PAULO FRANCISCO ZUCULA
MINISTER FOR TRANSPORT
AND COMMUNICATIONS**



ANNEX I

ROUTE SCHEDULE

SECTION I

ROUTES AND TRAFFIC RIGHTS

Airline(s) of each Party designated under Annex shall, in accordance with the terms of their designation, be entitled to perform scheduled International Air Transport between points on the following routes:

FOR THE DESIGNATED AIRLINE OF THE REPUBLIC OF KENYA

| POINTS OF DEPARTURE | INTERMEDIATE POINTS | POINTS IN MOZAMBIQUE | POINTS BEYOND |
|--|---------------------|-------------------------------------|---------------|
| Points in Kenya Nairobi Mombasa Eldoret Kisumu | Any | Maputo Beira Nampula Pemba | Any |

FOR THE DESIGNATED AIRLINE OF THE REPUBLIC OF MOZAMBIQUE

| POINTS OF DEPARTURE | INTERMEDIATE POINTS | POINTS IN KENYA | POINTS BEYOND |
|---|---------------------|---|---------------|
| Points in Mozambique Maputo Beira Nampula Pemba | Any | Nairobi Mombasa Eldoret Kisumu | Any |

NOTES:

Any point on the above routes may, at the option of the airline concerned, be omitted on any or all flights that either begin or terminate in the territory of the country designating the airline.

CONFIDENTIAL MEMORANDUM OF UNDERSTANDING ON THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF KENYA AND THE GOVERNMENT OF THE REPUBLIC OF MOZAMBIQUE

1. Representatives of the Aeronautical Authorities of the Government of the Republic of Kenya and the Government of the Republic of Mozambique met in Nairobi, Kenya on the 8th of August, 2012 to discuss matters relating to Air Services between their respective countries and sign this Confidential Memorandum of Understanding (CMU) and to initial the Air Services Agreement prepared for signature by their respective Ministers in charge of Civil Aviation. This CMU will be read together with the CMU of 24th August, 2005.
2. The negotiations were conducted in a cordial and friendly atmosphere characteristic of the friendly relations that exist between Kenya and Mozambique.
3. The list of both delegations is attached hereto as appendix A.
4. **AIR SERVICES AGREEMENT**

The two delegations reviewed the Air Services Agreement of 2nd November, 2007 annexed hereto as Appendix B. The following amendments were made to the Agreement:

- Paragraph 1 of the Preamble was corrected;
- Article 1 Definitions "Aeronautical Authorities" changed to read "means in the case of each Contracting Party its Minister/ Cabinet Secretary in charge of Civil Aviation...";
- Article 11(8), third line changed to read "Such transfers shall be effected"; and
- Annex 1 Route Schedule, Points in Kenya are Nairobi, Mombasa, Eldoret and Kisumu.

4.1 FREQUENCIES AND CAPACITY

Both delegations agreed to increase the number of frequencies allowed for each entry/exit point from 3 to 5. However, for

additional frequencies beyond those authorized provisions of Article 14 "Frequencies" shall be applied.

4.2 ROUTE SCHEDULE

4.2.1 Both delegations agreed on the following Route Schedule: -

a. For the designated airlines of Kenya: -

Points of Origin – Nairobi, Mombasa, Eldoret and Kisumu
Points in Mozambique – Maputo, Beira, Nampula and Pemba
Intermediate Points- Any points
Points Beyond- Any points

b. For the designated airlines of Republic of Mozambique:-

Points of Origin – Maputo, Beira, Nampula and Pemba
Points in Kenya – Nairobi, Mombasa, Eldoret and Kisumu
Intermediate Points- Any points
Points Beyond- Any points

A table on the route schedule is in the Air Services Agreement in Appendix B.

4.3 CODE SHARE

Both delegations agreed that Article 11(9) as below adequately covered code share:

"Both parties agree that in operating the Agreed Services on the Routes Schedule, the designated airline(s) may enter into co-operative marketing arrangements such as blocked space, code-sharing with;

- The Airline or the other Party; and/or
- An airline or Airlines of a third country provided that all Airlines in such arrangements hold appropriate authorizations for such arrangements from the other Contracting Party".

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4.4 ENTRY INTO FORCE

Both delegations agreed that this Confidential Memorandum of Understanding and its Appendices shall enter into force and effect on the date of its signature pending the signature of the Air Services Agreement. This CMU will be read together with the CMU of 24th August, 2005.

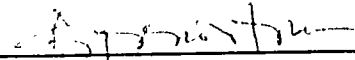
This Confidential Memorandum of Understanding was done in English.

DONE at Nairobi this 8th day of August 2012.



Nicholas E. Bodo

FOR THE DELEGATION
OF THE GOVERNMENT
THE REPUBLIC OF
KENYA



Afonso Sande Cuinhane

FOR THE DELEGATION
OF THE GOVERNMENT
THE REPUBLIC OF
MOZAMBIQUE

APPENDIX 'A'

NAMES OF KENYAN DELEGATION

- | | |
|---------------------------|---|
| 1. Nicholas E. Bodo | Ag. Director Air Transport Ministry of Transport Head of Delegation |
| 2. Irene Ileri | Assistant Director Air Transport Ministry of Transport |
| 3. Mercy Awori | Chief Air Transport Officer Kenya Civil Aviation Authority |
| 4. Benjamin Enyenze | Senior Air Transport Officer Ministry of Transport |
| 5. Christine Kanini Ileli | State Counsel State Law Office |
| 6. Phyllis Wakiaga | Coordinator Government and Industry Affairs Kenya Airways |



NAMES OF MOZAMBIQUE DELEGATION

1. Afonso Sande Cuinhane President of the Board
Civil Aviation Authority Mozambique
Head of Delegation

2. Delfim De Deus Advisor
Civil Aviation Authority Mozambique

3. Eduardo Mutereda Director of Operations
Aeroportos De Mocambique

4. Luiciano Geneu Chief Air Transport Officer
Civil Aviation Authority Mozambique

5. Claudio Banze Commercial Director
Mozambique Airlines

6. Launinda Antonio Gimo International Technical Cooperation
Ministry of Transport and
Communications

7. Adnito Maure Counsellor
Mozambique High Commission, Nairobi

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ANGOLA

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF ANGOLA AND THE GOVERNMENT OF THE REPUBLIC OF KENYA FOR THE OPERATION OF AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Government of the Republic of Angola and the Government of the Republic of Kenya hereinafter referred to as the Contracting Parties;

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944;

Acknowledging the importance of air transportation as a means of creating and preserving friendship, understanding and co-operation between the peoples of the two countries;

Desiring to contribute to the progress of international civil aviation; and

Desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing and operating air services between and beyond their respective territories;

Have agreed as follows.

ARTICLE 1

DEFINITIONS

For the purpose of this Agreement and its Annex unless the context otherwise requires:

- (a) "Aeronautical Authority" means, in the case of the Republic of Angola the Minister responsible for Civil Aviation or any person or body authorised to perform any particular function to which this Agreement relates and, in the case of the Republic of Kenya the Minister responsible for Civil Aviation or any person or body authorised to perform any particular function to which this agreement relates;
- (b) "Agreed Services" means a scheduled international air service on the routes specified in the Annex to this Agreement for the transport of passengers, baggage, cargo and mail in accordance with agreed Capacity entitlements;
- (c) "Agreement" means this Agreement, the Annex attached thereto, and any amendment of the Agreement or the Annex adopted in accordance with Article 18 of this Agreement;
- (d) "Air Service", "International Air Service", "Airline" and "Stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention,

- (e) "Annex" means the Annex attached to this Agreement or as amended in accordance with the provisions of Article 19 thereof, and for the purposes of this Agreement, the Annex forms an integral part hereof and all references to the Agreement shall include reference to the Annex unless the context otherwise requires;
- (f) "Capacity" in relation to an aircraft means the payload of that aircraft available on a route or section of a route; and in relation to an Agreed Service means the Capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period on a route or section of a route;
- (g) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment to the Convention or Annexes under Articles 90 and 94 thereof in so far as those Annexes and amendments have become effective for or have been ratified by both Contracting Parties;
- (h) "Designated Airline" means an airline which has been designated and authorised in accordance with Article 3 of this Agreement;
- (i) "Specified Route" means a route specified in the Annex to this Agreement;
- (j) "Tariff" means the prices to be charged for carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail;
- (k) "Territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;
- (l) "User Charge" means a charge made to airlines for the provision for aircraft, their crews and passengers of airport and air navigation facilities, including related services and facilities.

ARTICLE 2

GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the following rights in respect of its scheduled international air services and non-scheduled services:
 - (a) The right to fly across its Territory without landing;
 - (b) The right to make stops in its Territory for non-traffic purposes;
2. Each Contracting Party grants to the other Contracting Party the rights hereinafter specified in this Agreement for the purpose of operating scheduled International Air Services on the routes specified in the appropriate section of the

Annex to this Agreement. While operating an Agreed Service on a Specified Route respectively the airline(s) designated by each Contracting Party shall enjoy in addition to the rights specified in paragraph (1) of this Article and subject to the provisions of this Agreement, the right to make stops in the Territory of the other Contracting Party at the points specified for that route in the Annex to this Agreement for the purpose of taking on board and discharging passengers, baggage and cargo including mail.

3. Nothing in paragraph 2 of this Article shall be deemed to confer to a Designated Airline of one Contracting Party the right of taking up, in the Territory of the other Contracting Party, passengers, baggage, cargo or mail carried for remuneration or hire and destined for another point in the Territory of that other Contracting Party.
4. If because of armed conflict, serious political disturbance or other similar developments, or special and unusual circumstances, a Designated Airline of one Contracting Party is unable to operate a service on its normal routes, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of any such routes, including the temporary granting of alternative rights for such time as may be necessary to facilitate, subject to national requirements, continued operations.
5. For the purpose of the application of paragraphs 1, 2 and 4 of this Article, each Contracting Party may specify the routes to be followed above its Territory by any Designated Airline of the other Contracting Party and the airport(s) which may be used. When applying paragraph 2 and 4 of this Article, the provisions of this paragraph shall be applied without discrimination between the Designated Airlines of both Contracting Parties. However, nothing in this paragraph shall supersede the provisions contained in Article 5 of this Agreement or any agreed limitation on the operation of air services under this Agreement.

ARTICLE 3

DESIGNATION AND AUTHORISATION OF AIRLINES

1. Each Contracting Party shall have the right to designate one or more airlines for the purpose of operating the Agreed Services on the Specified Routes. Such designation(s) shall be effected by written notification between the Aeronautical Authorities, through diplomatic channels.
2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraph 3 and 4 of this Article, without unreasonable delay grant to the airline so designated the appropriate operating authorisations(s)
3. For the purpose of granting the appropriate operating authorisations, the Aeronautical Authority of one Contracting Party may require an airline designated by the other Contracting Party to satisfy it that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to

the operation of international air services by such authorities in conformity with the provisions of the Convention.

4. Where a Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals, or that the said airline is incorporated and has its principal place of business in the Territory of the Contracting Party designating it, it shall have the right to:
 - (a) refuse to grant the operating authorisation referred to in paragraph(2), or
 - (b) Impose such conditions as it may deem necessary on the exercise by a Designated Airline of the rights specified in Article 2 of this Agreement.
5. When an airline has been so designated and authorised it may begin at any time to operate the Agreed Services, provided that:
 - a) A tariff established in accordance with the provisions of Article 10 of this Agreement is in force; and
 - b) A timetable has been filed in accordance with the provisions of Article 11 of this Agreement and has not been disapproved.
6. Each Contracting Party shall have the right by written notification between the Aeronautical Authorities of the Contracting Parties to replace an airline it has designated with another Designated Airline. The substitute airline shall have the same rights and be subject to the same obligations as the airline which it replaces.

ARTICLE 4 SUSPENSIONS AND REVOCATIONS

1. Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 2 of this Agreement by a Designated Airline of the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of these rights:
 - a) In any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party or in nationals of such Contracting Party or that the said airline is incorporated and has its principal place of business in the Territory of the Contracting Party designating it;
 - b) In the case of failure by that airline to comply with the laws or regulations in force in the Territory of the Contracting Party granting these rights; or
 - c) In any case where that airline fails to comply with a decision given under Article 17 of this Agreement; or
 - d) In any case where that airline otherwise fails to operate the Agreed Services in accordance with the conditions prescribed under this Agreement.
2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further

infringements of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

ARTICLE 5

APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party relating to the admission to 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 airline(s) designated by the other Contracting Party as they are applied to its own and shall be complied with by such aircraft upon entrance into or departure from and while within the Territory of the first Contracting Party.
2. The laws and regulations of one Contracting Party relating to the admission to or departure from its Territory of passengers, baggage, crew, mail or cargo of aircraft, including laws and regulations relating to entry, clearance, immigration, passports, customs, quarantine and sanitary measures shall be complied with by or on behalf of such passengers, baggage, crew, mail or cargo of the airline(s) of the other Contracting Party upon entrance into or departure from and within the Territory of the first Contracting Party.
3. Notwithstanding the provisions of paragraph 2 of this Article, each Contracting Party agrees to make provision by means of direct transit areas, direct transit arrangements, or otherwise, whereby crew, passengers, baggage, cargo, stores and mail continuing their journey on the same through-flight of a Designated Airline of the other Contracting Party may remain temporarily within their Territory without undergoing any examination except for reasons of aviation security, narcotics control or in special circumstances.

ARTICLE 6

RECOGNITION OF CERTIFICATES AND LICENCES

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party, and still in force, shall be recognised as valid by the other Contracting Party for the purpose of operating the Agreed Services, provided that requirements under which such certificates or licences were issued or rendered valid were equal to or above the minimum standards established pursuant to the Convention. Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of flights above its own Territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

ARTICLE 7

USER CHARGES

1. User Charges may reflect, but shall not exceed, the full cost to the competent charging authorities of providing appropriate airport and air navigation facilities and services, and may provide for a reasonable rate of return on assets after depreciation. In the provision of facilities and services, the competent authorities shall have regard to such factors as efficiency, economy, environmental impact and safety of operation.
2. Neither Contracting Party shall impose or permit to be imposed on the Designated Airline of the other Contracting Party User Charges higher than those imposed on its own Designated Airline operating similar international air services using similar aircraft and associated facilities and services.
3. Each Contracting Party shall encourage consultations between its responsible charging bodies and the Designated Airline using the facilities and services. Where practicable, such consultations should be through the appropriate representative airline organisation.
4. Reasonable advance notice shall, whenever possible, be given to the Designated Airline of any proposals for changes to charges referred to in this Article, together with relevant supporting information and data, to enable it to express and have its views taken into account before any changes are made.

ARTICLE 8

EXEMPTION FROM CUSTOMS DUTIES, INSPECTION FEES AND OTHER SIMILAR CHARGES

1. Aircraft of one Contracting Party which land in the Territory of the other Contracting Party on international scheduled or non-scheduled services, as well as their regular and spare equipment, supplies of fuel, lubricants and other consumable technical supplies and aircraft stores, including food, beverages, tobacco and any items intended for sale to or for the entertainment of passengers during flight, shall be exempt from all customs duties, inspection fees and other similar national or local duties or charges, except for charges for provision of services.
2. Upon arrival of the aircraft, the customs authorities shall seal the compartments where stores are retained, and these customs seals can only be broken after the aircraft departure for a place outside the Territory of that Contracting Party.
3. The exemptions in paragraph 1 of this Article shall also apply to aircraft stores taken on board in the Territory of the other Contracting Party, within the usually allowable limits of quantity and variety, and shall also apply to spare and replacement parts and equipment necessary to flight safety, maintenance, repair

and handling, which are obtained in the Territory of that other Contracting Party, as well as to fuel, lubricants and other consumable technical supplies, destined to supply such aircraft, including those used during over flight of the Territory of the Contracting Party where they were obtained, on condition that their entry on board may be controlled by the customs authorities concerned.

4. The exemptions provided for in paragraph 1 of this Article shall also apply baggage and cargo in direct transit, to equipment referred to in Annex 17 to the Convention, and to documentation and advertising material of the Designated Airlines and other commercial air transport operators, in accordance with the relevant laws and regulations of the Contracting Party concerned.
5. The exemptions provided for in the previous paragraphs of this Article may also be applicable to such items obtained by the Designated Airlines and other commercial air operators from aircraft maintenance organizations or aircraft handling agents, on condition that all such operations are controlled by the local customs authorities.
6. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of either Contracting Party, may be unloaded in the Territory of the other Contracting Party only with the approval of the customs authorities of that Territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.
7. In order to determine their correct utilisation and/or existence, the customs authorities of each Contracting Party shall be entitled at any reasonable time to effect a direct inspection of any item exempted by them from custom duty which is stored or stationed, whether temporarily or permanently, in their Territory.
8. The exemptions provided for in this Article shall be available in situations where a Designated Airline of a Contracting Party has entered into arrangements with another airline or airlines for the loan or transfer in the Territory of the other Contracting Party of the items referred to in this Article, provided that such other airline similarly enjoys such exemptions from the other Contracting Party.
9. In all situations not provided for in the previous paragraphs of this Article, imported items shall be subject to customs duties according to the laws and regulations in force in the Territory of the Contracting Party concerned.

ARTICLE 9

PRINCIPLES GOVERNING THE OPERATION OF THE AGREED SERVICES

1. There shall be fair and equal opportunity for the Designated Airlines of both Contracting Parties to operate the Agreed Services on the Specified Routes between their respective territories.

2. In operating the Agreed Services, the Designated Airline(s) of each Contracting Party shall take into account the interest of the Designated Airline(s) of the other Contracting Party so as not to affect unduly the services which the latter provide(s) on the whole or part of the same routes.
3. The Agreed Services provided by the Designated Airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the Specified Routes and shall have as their primary objective the provision, at a reasonable load factor, of Capacity adequate to carry the current and reasonably anticipated requirements, including seasonal variations, for the carriage of passengers, baggage, cargo and mail both taken up and down at points on the Specified Routes in the Territories of the Contracting Parties which have designated the airlines.
4. Any provision for the carriage of passengers, baggage, cargo and mail both taken up and discharged at points on the Specified Routes in the Territories of States other than that designating the airline shall be made in accordance with the general principles that Capacity shall be related to:
 - a) traffic requirements to and from the Territory of the Contracting Party which has designated the airline;
 - b) traffic requirements of the area through which the Agreed Services pass, after taking account of other transport services established by airlines of the States comprising the area; and
 - c) the requirements of through airline operation.
5. The airlines designated to operate on any particular route shall agree on the total Capacity to be provided on such route.
6. Each Designated Airline shall submit to the Aeronautical Authorities of both Contracting Parties, for approval, the Capacity to be provided by it on the services on those routes for which it is designated.
7. The total Capacity to be provided on any particular route by the airlines of the Contracting Parties designated to operate on that route shall be approved by the Aeronautical Authorities of the Contracting Parties before commencement of operations, and thereafter according to anticipated traffic requirements. Such approval shall take into consideration any written submissions as to Capacity made by the Designated Airlines concerned
8. In the event that the Aeronautical Authority of one Contracting Party does not approve the Capacity submitted, it shall request consultation in accordance with Article 18 of this Agreement.
9. If, on review, Contracting Parties fail to agree on Capacity to be provided on any particular route, the Capacity that may be provided on that route shall not exceed the total Capacity, including seasonal variations, previously agreed to be provided on that route.

ARTICLE 10

TARIFFS

1. Tariffs shall be submitted, for the approval of the Aeronautical Authorities of both Contracting Parties, at least sixty (60) days before the proposed date of their introduction (hereinafter referred to as the "period of notice"). In special cases, the period of notice may be reduced, subject to the agreement of the said authorities.
2. The approval referred to in paragraph (1) may be given expressly. The Tariffs shall be considered to be approved unless both Aeronautical Authorities have expressed disapproval of the Tariffs within thirty (30) days from the date of submission in accordance with paragraph(1).
3. In the event of the period of notice being reduced as provided for in paragraph (1), the Aeronautical Authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.
4. The Aeronautical Authorities of the Contracting Parties shall ensure that the Designated Airlines conform to the Tariffs approved by the Aeronautical Authorities of the Contracting Parties and that no airline reduces any portion of such Tariffs by any means directly or indirectly.

ARTICLE 11

SUBMISSION OF TIMETABLES

1. The timetables of the Designated Airline(s) of each Contracting Party shall be filed with the Aeronautical Authority of the other Contracting Party for approval.
2. The timetables shall be filed at least forty five (45) days before they are due to become effective and shall include information pertaining to schedules, frequency of service and types and configuration of aircraft to be operated.
3. Any modification to a timetable already submitted other than an ad hoc modification, shall be filed with the Aeronautical Authorities at least twenty (20) days before such modification is to become effective. An ad hoc modification shall be filed with the Aeronautical Authorities at least one (1) working day before such modification is to become effective. Nevertheless the Aeronautical Authorities shall endeavour to expedite the decision relating to any ad hoc modification.
4. If no notice of disapproval is received before the effective date of a timetable or a timetable modification, it shall be regarded as approved, always provided that such tacit approval shall become void automatically if applicable limitations as to the Capacity and frequency which may be offered will be exceeded.

5. In exceptional cases the periods specified in paragraphs 2 and 3 of this Article may be reduced if agreed to by both Aeronautical Authorities

ARTICLE 12

AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.
2. Subject to applicable domestic law and without derogating from the generality of their rights and obligations in terms of international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970 and the Convention for the Suppression of Acts against the safety of Civil Aviation, signed at Montreal on 23 September 1971; and the Protocol for the Suppression of Unlawful Acts of Violence at the Airports Serving International Civil Aviation Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on 23 of September of 1971, signed at Montreal on 24 February 1988 and any other multilateral agreement governing civil aviation security binding upon both Contracting Parties.
3. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of their civil aircraft and other acts of unlawful interference against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other relevant threat to the security of civil aviation.
4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention to the extent that such security provisions are applicable to both Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their Territory and the operators of airports in their Territory act in conformity with such aviation security provisions.
5. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 of this Article required by the other Contracting Party for entry into, departure from, or while within, the Territory of that other Contracting Party. Each Contracting Party shall ensure that measures are effectively applied within its Territory to protect the aircraft and to security screen their passengers, crew and carry-on items and to carry out appropriate security checks on baggage, cargo and aircraft stores prior to boarding or loading. Each Contracting Party also agrees to give sympathetic

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consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

6. When an incident or threat of an incident of unlawful seizure of civil aircraft or other acts of unlawful interference against the safety of such aircraft, their passengers and crew, airports or other air navigation facilities occurs, the Contracting Parties shall in mutual consultation, assist each other by facilitating communications and other appropriate measure intended to terminate, as rapidly as possible, commensurate with minimum risk to life, such incident or threat thereof.
7. Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party subjected to an act of unlawful seizure or other act(s) of unlawful interference which is on the ground in its Territory is detained thereon unless its departure is necessitated by the overriding duty to protect the lives of its crew and passengers. Wherever practicable, such measures shall be taken on the basis of consultations with the other Contracting Party.
8. Notwithstanding the provisions of paragraph 2 of Article 18 of this Agreement, should one Contracting Party have reasonable grounds to believe that the other Contracting Party has deviated significantly from any of the provisions of this Article, it may request immediate consultations with that other Contracting Party.

ARTICLE 13

AVIATION SAFETY

1. A Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party relating to aeronautical facilities, aircrew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of such request.
2. If, following such consultations, a Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to above which are at least equal to the minimum standards established at that time pursuant to the Convention, the Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards. Such Contracting Party shall take appropriate corrective action and failure to take appropriate action within thirty (30) days of being notified thereof, or such longer period as may be agreed upon, shall be grounds for the application of Article 4.
3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the Designated Airline of one Contracting Party on services to or from the Territory of the other Contracting Party, may, while within the Territory of the other Contracting Party, be subject to an examination by the authorised representative of that Contracting Party. The purpose of such examination shall include the verification of the validity of the

aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (hereinafter referred as "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives rise to serious concerns that:
 - (a) an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or
 - (b) there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the Contracting Party carrying out the ramp inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the Designated Airline of one Contracting Party in accordance with paragraph 3 above is denied by the representatives of that Designated Airline, the other Contracting Party may infer that serious concerns of the type referred to in paragraph 4 above arise and draw conclusions referred to in that paragraph.
6. Each Contracting Party reserves the right to immediately suspend or vary the operating authorisation of a Designated Airline of the other Contracting Party in the event the Contracting Party concludes, whether as a result of a ramp inspection or consultation, that immediate action is essential to the safety of airline operation.
7. Any action by one Contracting Party in accordance with paragraphs (2) and (6) above shall be discontinued upon compliance by the other Contracting Party with the safety provisions of this Article.

ARTICLE 14

PROVISION OF STATISTICS

The Aeronautical Authority of a Contracting Party shall upon request, provide or shall cause its Designated Airline(s) to provide the Aeronautical Authority of the other Contracting Party with such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the Agreed Services, including, but not limited to, statements of statistics related to the traffic carried by its

Designated Airline(s) between points in the Territory of the other Contracting Party and other points on the Specified Routes.

ARTICLE 15

EARNINGS

1. Each Contracting Party grants to the Designated Airline of the other Contracting Party the right of free transfer excess of receipts over expenditure earned by that airline in its Territory in connection with the carriage of passengers, baggage, mail and cargo. Such transfers shall be effected in accordance with foreign exchange regulations and requirements at the official exchange rate or the prevailing foreign exchange market rate for current payments, and shall not be subject to any charges other than charges normally collected by banks for such operations.
2. The transfer of earnings between the Designated Airlines shall be effected in such hard convertible currency as may be agreed to between them for this purpose from time to time.
3. Each Contracting Party shall, on the basis of reciprocity, exempt from income tax and all other taxes on income imposed by it, all income derived by the Designated Airline of the other Contracting Party from the operation of the Agreed Services.
4. In the event that an agreement or convention dedicated to the avoidance of double taxation with respect to taxes to income and capital becomes effective between Angola and Kenya those provisions of such agreement or convention which are binding on both Contracting Parties shall, mutatis mutandis, supersede the provision in paragraph 3 of this Article.

ARTICLE 16

COMMERCIAL ACTIVITIES

1. A Designated Airline of a Contracting Party shall, on a reciprocal basis, be allowed to establish in the Territory of the other Contracting Party offices for the promotion and sale of air transportation services.
2. A Designated Airline of one Contracting Party shall be entitled, in accordance with the laws and regulations relating to entry, residence and employment of the other Contracting Party, to bring in and maintain in the Territory of the other Contracting Party its own managerial, technical, commercial, operational and other specialist staff who are required for the provision of air services. These staff requirements may, at the option of a Designated Airline, be satisfied by its own personnel or by using the services of any other organisation, company or airline operating in the Territory of the other Contracting Party, and authorised to perform such services in the Territory of that Contracting Party

3. Each Contracting Party agrees to use its best efforts to ensure that the Designated Airline of the other Contracting Party is offered the choice, subject to the law and regulations of each Contracting Party and reasonable limitations which may be imposed by airport authorities of;
- (a) providing its own services for ground handling operations; or
 - (b) having such operations performed entirely or in part by a national airline, or a servicing agent, as authorised by the Aeronautical Authorities; or
 - (c) having such operations performed by the airport authority.
4. In operating or holding out the authorised services on the Agreed Routes, any Designated Airline of one Contracting Party may enter into cooperative marketing arrangements like code-sharing and franchising, with;
- (a) an airline or airlines of the other Contracting Party;
 - (b) an airline or airlines of a third country, provided that such third country authorises or allows comparable arrangements between the airlines of the other Party and other airlines on services to, from and via such third country;
- provided that all airlines in such arrangements;
- (i) possess the necessary traffic rights and the permission of the Aeronautical Authorities of the contracting states concerned;
 - (ii) meet the requirements normally applied to such arrangements; and
 - (iii) must in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

Each code sharing service operated by the Designated Airlines of either country will count as one (1) frequency, whereas the code sharing services of the marketing carrier will not be counted as a frequency.

5. Each Contracting Party grants to the Designated Airlines of the other Contracting Party the right to engage in the sale of air transportation in its Territory directly and, at the airline's discretion, through its agents. Each Designated Airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation in the currency of that Territory.
6. Any Designated Airline of a Contracting Party shall have the right, to pay for local expenses in the Territory of the other Contracting Party in local currency, or in freely convertible currencies, provided that this accords with local currency regulations.

ARTICLE 17

SETTLEMENT OF DISPUTES

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle such dispute by negotiation.
2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute to some competent person or body for mediation.
3. If settlement is not reached in accordance with paragraphs 1 or 2 of this Article the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrators.
4. Each Contracting Party shall appoint one arbitrator and the third arbitrator, to be jointly appointed by the two arbitrators so appointed, shall act as President of the tribunal.
5. Each Contracting Party shall appoint its arbitrator within a period of sixty (60) days from the date of receipt of a notice by either Contracting Party from the other, through diplomatic channels, requesting arbitration of the dispute by such a tribunal and the third arbitrator shall be appointed within a further period of sixty (60) days commencing on the day immediately following the last calendar day of the period allowed for the appointment of the first two arbitrators.
6. If either Contracting Party fails to appoint an arbitrator within the specified period or if the third arbitrator is not appointed within the specified period, the President of the Council of the International Civil Aviation Organisation may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires, provided that the President is not a national of either Contracting Party, in which case the Vice President of the Council may be so requested. In such a case, the arbitrator or arbitrators appointed by the said President or Vice President, as the case may be, shall not be nationals or permanent residents of the respective States of the Contracting Parties.
7. The Contracting Parties shall comply with any decision given under this Article.
8. Each Contracting Party shall meet the cost of remuneration and the expenses of its arbitrator. The remuneration and the expenses of the third arbitrator and the expenses of the tribunal, the nature and limits of which shall be agreed beforehand by the Contracting Parties, shall be shared equally between and shall be met by the Contracting Parties. Any question concerning the division of costs of the arbitral tribunal or the procedure for payment of such costs shall be determined by the arbitral tribunal.
9. If and for as long as either Contracting Party fails to comply with a decision contemplated in paragraph 7 of this Article the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted under this Agreement to the Contracting Party in default.

ARTICLE 18

CONSULTATION

1. In a spirit of close co-operation, the Aeronautical Authorities of the Contracting Parties may consult each other from time to time with a view to ensuring the implementation of and satisfactory compliance with, the provisions of this Agreement and the Annex thereto.
2. Either Contracting Party may request consultation, which may be through discussion or by correspondence, and such consultation shall begin within a period of sixty (60) day from the date of receipt of the request, unless both Contracting Parties agree to an extension of this period.

ARTICLE 19

AMENDMENT

1. If either of the Contracting Parties considers it desirable to amend this Agreement, or any provision thereof, such amendment, if agreed between the Contracting Parties, shall enter into force when confirmed by an exchange of diplomatic notes.
2. Notwithstanding the provisions of paragraph 1 of this Article, amendments to the Annex of this Agreement may be agreed to directly between the Aeronautical Authorities of the Contracting Parties. Such amendments shall apply administratively from the date they have been agreed upon and enter into force when confirmed by an exchange of diplomatic notes.

ARTICLE 20

ENTRY INTO FORCE

1. This Agreement shall enter into force on the date on which both Contracting Parties have notified each other in writing through the diplomatic channel, of their compliance with the constitutional requirements necessary for the implementation thereof. The date of entry into force shall be the date of the last notification.
2. This Agreement supersedes any Agreement in force between the Contracting Parties in relation to Air Services between and beyond their respective territories.

ARTICLE 21

REGISTRATION WITH THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

ARTICLE 22

TERMINATION

Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its intention to terminate this Agreement; such notice shall simultaneously be communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party notice shall be deemed to have been received by that other Contracting Party fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 23

SIGNATURE OF AGREEMENT

In witness whereof the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement in two originals in English and Portuguese languages, all texts being equally authentic.

Done at.....on this.....day
of..... Two Thousand.....

.....

.....

**FOR THE GOVERNMENT OF
THE REPUBLIC OF KENYA**

**FOR THE GOVERNMENT OF
REPUBLIC OF ANGOLA**

R.J. 17

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ANNEX

ROUTE SCHEDULE

a) For the Republic of Kenya

| Points of Origin | Intermediate points | Points in the Republic of Angola | Points Beyond |
|------------------|---------------------|----------------------------------|---------------|
| Any Point | Any Point | Any Point | Any Point |

b) For the Republic of Angola

| Points of Origin | Intermediate points | Points in the Republic of Kenya | Points Beyond |
|------------------|---------------------|---------------------------------|---------------|
| Any Point | Any Point | Any Point | Any Point |

Note: Fifth freedom traffic rights between any intermediate and/or beyond points shall be subject to the approval of the Aeronautical Authorities of both Contracting Parties.

MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN THE REPUBLIC OF KENYA AND THE REPUBLIC OF ANGOLA

Delegations representing the Aeronautical Authorities of the Governments of the Republic of Kenya and the Republic of Angola met on the 20th and 21st July 2011 in Luanda, Angola, to negotiate the Bilateral Air Services Agreement between their respective countries.

The negotiations were held in a friendly and cordial atmosphere and a list of the two delegations appears as Attachments "A" and "B".

The honorable Ambassador-Designate H. E. Mr Peter M. Gitau attended the opening session of the negotiations.

The Delegations discussed and reached agreement on the following matters:

1. Air Services Agreement Text

The Delegations negotiated, agreed upon and initialled the text of the Air Services Agreement which is attached as Attachment "C".

The Delegations decided to recommend to their respective Governments the formal signing of the initialled Air Services Agreement.

Pending the completion of the national requirements necessary to formalize this Agreement, it was decided that the initialled Air Services Agreement be implemented administratively from the date hereof. The Delegations agreed to inform each other in writing through diplomatic channels when the national requirements to bring the initialled Air Services Agreement in force have been satisfied.

2. Designation

The Delegation of Kenya designated Kenya Airways. Additional Kenyan airline(s) may be designated in due course by the Aeronautical Authority of Kenya.

The Delegation of Angola designated TAAG Angola Airlines. Additional Angolan airline(s) may be designated in due course by the Aeronautical Authority of Angola.

3. Principles Governing Operations of Agreed Services

Both Delegations agreed to grant each other up to three frequencies per week.

The Delegations confirmed that the Designated Airlines may increase Capacity and frequencies on the Agreed Routes provided that the Designated Airlines agree and the Aeronautical Authorities do not disapprove any such increase.

The capacity for all cargo services shall be established by a specific agreement between the Designated Airlines. While the mentioned agreement is not



established, both Aeronautical Authorities agree to grant mutual occasional authorizations for charter cargo flights.

4. Fifth Freedom Rights

Fifth freedom traffic rights between any intermediate and/or beyond points shall be subject to the approval of the Aeronautical Authorities of both Contracting Parties.

5. Settlement of Disputes

Any dispute between the Contracting Parties that may arise from the interpretation or implementation of this MoU will be settled amicably through negotiations and consultations in accordance with Article 18 of the initialled Air Services Agreement.

6. Termination

This MoU may be terminated at any time by either Contracting Party after giving twelve (12) months written notice to the other in accordance with Article 22 of the initialled Air Services Agreement.

7. Coming into Effect

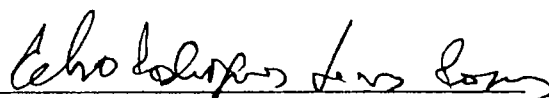
This MoU will come into effect on the date of its signature.

In witness whereof the undersigned, being duly authorised thereto, have signed this Memorandum of Understanding in two originals in English and Portuguese languages, all texts being equally authentic.

Signed in Luanda, Angola, on the 21st of July 2011



Eng. Reuben J. Lubanga
FOR THE AERONAUTICAL AUTHORITY OF
THE REPUBLIC OF KENYA



Mr. Celso R. L. Rosas
FOR THE AERONAUTICAL AUTHORITY
OF THE REPUBLIC OF ANGOLA

ATTACHMENT "A"

Delegation of Kenya

- | | |
|----------------------|--|
| 1. Reuben J. Lubanga | Director Air Navigation Kenya Civil Aviation Authority Head of the Delegation |
| 2. Irene W. Ireri | Assistant Director of Air Transport, Ministry of Transport |
| 3. Robert Kungu | Senior State Counsel State Law Office |
| 4. Daniel W. Wambura | Minister Counselor II Ministry of Foreign Affairs |
| 5. Joseph K. Koech | Air Transport Officer Kenya Civil Aviation Authority |
| 6. Anthony G. Mwangi | Manager Government & Industry Affairs - Kenya Airways |
| 7. George K. Kamau | Legal Officer Kenya Airports Authority |



ATTACHMENT "B"

Delegation of the Republic of Angola:

1. **Celso R. L. Rosas** Deputy Director General of INAVIC –
Head of Delegation
2. **Manuel dos A. J. da Rosa** Director Air Transport – INAVIC
3. **Illasandra I. C. Faria** Director Legal Office – INAVIC
4. **Francisco A. de Carvalho** Director IT Office - INAVIC
5. **Isabel P. G. Ribeiro** International Relations Technician –
Ministry of Foreign Affairs
6. **Josefa Joaquim** Technical Adviser of International
Relations Office - Ministry of
Transport
7. **Joelson Vasconcelos** Technical Adviser of International
Relations Office - TAAG Angola
Airlines
8. **Marinela S. Chingango** International Relations Technician -
INAVIC

CANADA

ATTACHMENT "C"

Initialed Air Services Agreement Text

Agreed Minute

1. Delegations representing the Government of Canada and the Government of the Republic of Kenya met in Mumbai, India, in the context of the 4th ICAO Air Services Negotiation Conference on October 21, 2011, to initiate negotiation of an **Agreement between the Government of Canada and the Government of the Republic of Kenya On Air Transport** (the Agreement). Discussions continued by correspondence thereafter, concluding on September 12, 2012, in Montreal, Canada, on the margins of the ICAO High-Level Conference on Aviation Security. Delegation lists are attached as Appendix A.
2. The discussions took place in a cordial and constructive atmosphere, reflective of the excellent relations between the two countries on a wide range of issues.
3. Delegations reached an understanding, *ad referendum*, on the Agreement, which is attached as Appendix B.
4. Delegations agreed to submit the text of the Agreement to their respective authorities with a recommendation that the Contracting Parties adopt the Agreement as amended, subject to any necessary adjustments for legal and textual consistency, as authentic and definitive by signature and bring it into force in accordance with their respective legal requirements.
5. Acknowledging that ratification of the Agreement may take some time, and pending definitive entry into force of the Agreement, Negotiators agreed that, effective from the signing of this Agreed Minute and the initialling of the Agreement by respective Parties, pending the Agreement coming into force definitively, air services will be permitted to be operated under the Agreement, and the provisions of the Agreement will be applied administratively to the fullest extent possible under national laws and regulations.
6. The Canadian delegation undertook to provide a draft French language version of the amended Agreement to the Kenyan authorities for their review as soon as possible.

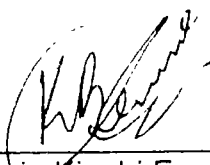


7. Delegations agreed to remain in contact in the future to review the implementation of the agreement and related market developments, for consideration of possible amendment of the Agreement.

Signed in duplicate, this 12th day of September, 2012, in Montreal, Canada



Robert Ready
Chief Air Negotiator
Canada



Benjamin Kiguhi Enyenze
Senior Air Transport Officer
Ministry of Transport
The Republic of Kenya

Appendix A

Canadian Delegation

Robert Ready
Chief Air Negotiator
Government of Canada

Marc Rioux
Executive Director, Policy Initiatives
Transport Canada

Nuno Bellem
Senior Advisor
Canadian Transportation Agency

Martin Loken
Trade Policy and Negotiations Branch
Department of Foreign Affairs &
International Trade

Eelco (Ed) Jager
Senior Trade Policy Analyst - Air Transport
Department of Foreign Affairs &
International Trade

Kenyan Delegation

Benjamin Kiguhi Enyenze
Senior Air Transport Officer
Ministry of Transport

Lawrence K. Amukono
Senior Legislation & Enforcement Officer
Kenya Civil Aviation Authority

Mohamed Nur Adan
First Counsellor
Kenya High Commission
Ottawa

Enock Aroni
Second Secretary
Kenya High Commission
Ottawa

Mogire Chweya
Manager Aviation Security
Kenya civil aviation authority
Kenya

Richard Ngovi
Ag. General Manager Safety and Security
Kenya Airports Authority
Kenya



AGREEMENT
BETWEEN THE GOVERNMENT OF CANADA
AND
THE GOVERNMENT OF THE REPUBLIC OF KENYA
ON AIR TRANSPORT

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**AGREEMENT BETWEEN THE GOVERNMENT OF CANADA
AND THE GOVERNMENT OF THE REPUBLIC OF KENYA
ON AIR TRANSPORT**

The Government of Canada and the Government of the Republic of Kenya, hereinafter referred to as the "Contracting Parties",

Being parties to the *Convention on International Civil Aviation*, done at Chicago on 7 December 1944,

Desiring to ensure the highest degree of safety and security in international air transportation,

Recognizing the importance of international air transportation in promoting trade, tourism and investment;

Desiring to promote their interests in respect of international air transportation, and

Desiring to conclude an agreement on air transport, supplementary to the said Convention;

Have agreed as follows.



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ARTICLE 1
Headings & Definitions

- 1 Headings used in this Agreement are for reference purposes only
- 2 For the purpose of this Agreement, unless otherwise stated

"aeronautical authorities" means, in the case of Canada, the Minister of Transport of Canada and the Canadian Transportation Agency, and, in the case of the Republic of Kenya, the Minister/Cabinet Secretary in charge of aviation, or, in both cases, any other authority or person empowered to perform the functions exercised by the said authorities,

"agreed services" means scheduled air services on the routes specified in this Agreement for the transport of passengers and cargo, including mail, separately or in combination,

"Agreement" means this Agreement, any Annex attached thereto, and any amendment to this Agreement or to any Annex attached thereto,

"air service", "international air service" and "airline" shall have the meanings respectively assigned to them in Article 96 of the Convention,

"Convention" means the *Convention on International Civil Aviation*, done at Chicago on 7 December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Convention or of the Annexes under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;

"designated airline" means an airline which has been designated and authorized in accordance with Articles 3 and 4 of this Agreement,

"territory" means for each Contracting Party, its land areas (mainland and islands), internal waters and territorial sea as determined by its national law, and includes the air space above these areas



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ARTICLE 2
Grant of Rights

1 Each Contracting Party grants to the other Contracting Party the following rights for the conduct of international air services by the airlines designated by that other Contracting Party:

- a) the right to fly across its territory without landing,
- b) the right to land in its territory for non-traffic purposes, and
- c) to the extent permitted in this Agreement, the right to make stops in its territory on the routes specified in this Agreement for the purpose of taking up and discharging international traffic in passengers and cargo, including mail, separately or in combination

2 Each Contracting Party also grants the rights specified in subparagraphs 1(a) and (b) of this Article to airlines of the other Contracting Party, other than those designated under Article 3 of this Agreement

3 Nothing in paragraph 1 of this Article shall be deemed to confer on a designated airline of one Contracting Party the right of taking up, in the territory of the other Contracting Party, passengers and cargo, including mail, carried for remuneration or hire and destined for another point in the territory of that other Contracting Party



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ARTICLE 3

Designation

Each Contracting Party shall have the right to designate, by diplomatic note, an airline or airlines to operate the agreed services on the routes specified in this Agreement for that Contracting Party and to withdraw a designation or to substitute another airline for one previously designated



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ARTICLE 4
Authorization

1 Following receipt of a notice of designation or of substitution pursuant to Article 3 of this Agreement, the aeronautical authorities of the other Contracting Party shall, consistent with the laws and regulations of that Contracting Party, issue without delay to the airline so designated the required authorizations to operate the agreed services for which that airline has been designated

2 The Contracting Parties confirm that, upon receipt of such authorization, the designated airline may begin at any time to operate the agreed services, in whole or in part, provided that the airline complies with the provisions of this Agreement

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ARTICLE 5

Withholding, Revocation, Suspension and Limitation of Authorization

1. Notwithstanding paragraph 1 of Article 4, the aeronautical authorities of each Contracting Party shall have the right to withhold the authorizations referred to in Article 4 of this Agreement with respect to an airline designated by the other Contracting Party, and to revoke, suspend or impose conditions on such authorizations, temporarily or permanently.

- a) in the event of failure by such airline to qualify under the laws and regulations normally applied by the aeronautical authorities of the Contracting Party granting the rights,
- b) in the event of failure by such airline to comply with the laws and regulations of the Contracting Party granting the rights;
- c) in the event that they are not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or its nationals, and
- d) in the event the airline otherwise fails to operate in a manner consistent with the conditions set out in this Agreement

2 The rights enumerated in paragraph 1 of this Article shall be exercised only after consultations between the aeronautical authorities of the Contracting Parties in conformity with Article 20 of this Agreement, unless immediate action is essential to prevent infringement of the laws and regulations referred to above or unless safety or security requires action in accordance with the provisions of Articles 7 or 8 of this Agreement



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ARTICLE 6
Application of Laws

- 1 Each Contracting Party shall require compliance with.
 - a) its laws, regulations and procedures relating to the admission to, remaining in, or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft, by the designated airlines of the other Contracting Party upon entrance into, departure from and while within the said territory, and
 - b) its laws and regulations relating to the admission to, remaining in, or departure from its territory of passengers, crew members and cargo including mail (such as regulations relating to entry, clearance, transit, aviation security, immigration, passports, customs and quarantine) by the designated airlines of the other Contracting Party and by or on behalf of such passengers and crew members, and applicable to the cargo including mail carried by the designated airlines of the other Contracting Party, upon transit of, admission to, departure from and while within the said territory

2. In the application of such laws and regulations, a Contracting Party shall, under similar circumstances, accord to the designated airlines of the other Contracting Party treatment no less favourable than that accorded to its own or any other airline engaged in similar international air services



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ARTICLE 7

Safety Standards, Certificates and Licences

1 Certificates of airworthiness, certificates of competency and licences, issued or rendered valid by the aeronautical authorities of one Contracting Party and still in force, shall be recognized as valid by the aeronautical authorities of the other Contracting Party for the purpose of operating the agreed services provided that such certificates or licences were issued or rendered valid pursuant to, and in conformity with, as a minimum, the standards established under the Convention. The aeronautical authorities of each Contracting Party reserve the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party

2 If the privileges or conditions of the certificates or licences referred to in paragraph 1 above, issued by the aeronautical authorities of one Contracting Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the minimum standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the other Contracting Party may request consultations between the aeronautical authorities of the Contracting Parties in conformity with Article 20 of this Agreement with a view to clarifying the practice in question

3. Consultations concerning the safety standards and requirements maintained and administered by the aeronautical authorities of the other Contracting Party relating to aeronautical facilities, crew members, aircraft, and operation of the designated airlines shall be held within fifteen (15) days of receipt of a request from either Contracting Party, or such other period as may be mutually determined by the Contracting Parties. If, following such consultations, the aeronautical authorities of one Contracting Party find that the aeronautical authorities of the other Contracting Party do not effectively maintain and administer safety standards and requirements in these areas that are at least equal to the minimum standards established pursuant to the Convention, the aeronautical authorities of the other Contracting Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards. Failure to take appropriate corrective action within fifteen (15) days, or such other period as may be accepted by the aeronautical authorities of the Contracting Party that made the findings, shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the designated airlines of the other Contracting Party

4 Pursuant to Article 16 of the Convention, each Contracting Party agrees that any aircraft operated by or, where approved, on behalf of, an airline of one Contracting Party, may, while within the territory of the other Contracting Party, be the subject of an examination by the aeronautical authorities of the other Contracting Party, on board and around the aircraft to verify the validity of the relevant aircraft documents and those of its crew members and the apparent condition of the aircraft and its equipment (in this Article called Ramp inspection^(a)), provided such ramp inspection does not cause an unreasonable delay in the operation of the aircraft.

5 If the aeronautical authorities of one Contracting Party, after carrying out a ramp inspection, find that

- a) an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, and/or

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- b) there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the aeronautical authorities of that Contracting Party may, for the purposes of Article 33 of the Convention and at their discretion, determine that the requirements under which the certificates or licences in respect of that aircraft or its crew members had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention. This same determination may be made in the case of denial of access for ramp inspection

6 The aeronautical authorities of each Contracting Party shall have the right, without consultation, to withhold, revoke, suspend or impose conditions on the authorizations of an airline of the other Contracting Party in the event the aeronautical authorities of the first Contracting Party conclude that immediate action is essential to the safety of airline operations

7 Any action by the aeronautical authorities of one Contracting Party in accordance with paragraphs 3 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist



ARTICLE 8
Aviation Security

1 Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement

2 Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall act in conformity with the provisions of the *Convention on Offences and Certain Other Acts Committed on Board Aircraft*, done at Tokyo on 14 September 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft*, done at The Hague on 16 December 1970, the *Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation*, done at Montreal on 23 September 1971, the *Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation*, done at Montreal on 24 February 1988, and the *Convention on the Marking of Plastic Explosives for the Purpose of Detection*, done at Montreal on 1 March 1991 and any other multilateral agreement governing aviation security binding upon both Contracting Parties

3. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew members, airports, and air navigation facilities, and any other threat to the security of civil aviation.

4 The Contracting Parties shall act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties, they shall require that operators of aircraft of their registry, operators of aircraft who have their principal place of business or permanent residence in their territory, and the operators of airports located in their territory act in conformity with such aviation security provisions. Accordingly, each Contracting Party, upon request, shall provide the other Contracting Party notification of any difference between its national laws, regulations and practices and the aviation security standards of the Annexes referred to in this paragraph. Either Contracting Party may at any time request consultations, to be held without delay, with the other Contracting Party to discuss any such differences

5 Each Contracting Party agrees that its operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 4 above required by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew members, carry-on items, baggage, cargo, mail and aircraft stores prior to and during boarding and loading

6 Each Contracting Party shall, as far as may be practicable, meet any request from the other Contracting Party for reasonable special security measures to meet a particular threat. These special security measures shall remain in effect until alternative equivalent measures have been accepted by the Contracting Party requesting the measures

7 Each Contracting Party shall have the right, within sixty (60) days following the serving of a notice, for its aeronautical authorities to conduct an assessment in the territory of the other Contracting Party of

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the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the territory of the first Contracting Party. The administrative arrangements, including the setting of specific dates for the conduct of such assessments, shall be mutually determined between the aeronautical authorities of both Contracting Parties and applied without delay so as to ensure that assessments will be conducted expeditiously.

8. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew members, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and taking other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

9. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, it may request consultations. Such consultations shall start within fifteen (15) days of receipt of such a request. Failure to reach a satisfactory agreement within fifteen (15) days from the start of consultations shall constitute grounds for the Contracting Party that requested the consultations to withhold, revoke, suspend or impose conditions on the authorizations of the designated airlines of the other Contracting Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the Contracting Party that believes that the other Contracting Party has departed from the provisions of this Article may take interim action at any time.

ARTICLE 9

Customs Duties and Other Charges

1 Each Contracting Party shall, to the fullest extent possible under its national laws and regulations on a basis of reciprocity, exempt the designated airlines of the other Contracting Party from import restrictions, customs duties, excise taxes, inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores (including liquor, tobacco and other products destined for sale to passengers in limited quantities during the flight) and other items intended for use or used solely in connection with the operation or servicing of aircraft of that airline as well as printed ticket stock, air waybills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed without charge by that airline

2 The exemptions granted with respect to items listed in paragraph 1 of this Article shall apply when those items are.

- a) introduced into the territory of one Contracting Party by or on behalf of a designated airline of the other Contracting Party,
- b) retained on board aircraft of a designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party, or
- c) taken on board aircraft of a designated airline of one Contracting Party in the territory of the other Contracting Party,

whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption, provided such items are not alienated in the territory of the said Contracting Party

3 The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of a designated airline of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with the Customs regulations applicable in the territory of the other Contracting Party

4 Baggage and cargo in direct transit across the territory of either Contracting Party shall be exempt from customs duties and other similar charges

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ARTICLE 10
Statistics

The aeronautical authorities of each Contracting Party shall provide, or shall cause their designated airlines to provide, the aeronautical authorities of the other Contracting Party, upon request, periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the agreed services, including statistics showing the initial origins and final destinations of the traffic

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ARTICLE 11

Tariffs

1. For the purposes of this Article

- (a) "tariff" means a publication containing prices and general terms and conditions of carriage related to the air transportation of passengers and their baggage and cargo but excluding remuneration and conditions for the carriage of mail,
- (b) "price" means any fare, rate or charge (including frequent flyer plans or other benefits provided in association with air transportation) for the carriage of passengers (including their baggage) or cargo (excluding mail) and the conditions directly governing the availability or applicability of the fare, rate or charge,
- (c) "general terms and conditions of carriage" means those terms and conditions which are broadly applicable to the air transportation and not directly related to any price

2 Recognizing that the primary consideration for establishing prices for transportation on the agreed services is market forces, the Contracting Parties shall permit the tariffs referred to in this Article to be developed by the designated airlines individually or, at the option of the designated airlines, through coordination with each other or with other airlines. A designated airline shall be responsible only to its own aeronautical authorities for the justification of its prices.

3 The Contracting Parties shall not require designated airlines to file prices for transportation between each other's territory with their aeronautical authorities. Each Contracting Party may require designated airlines of the other Contracting Party to provide immediate access, on request, to information on prices to its aeronautical authorities in a manner and format acceptable to those aeronautical authorities.

4 The Contracting Parties shall, tacitly or explicitly, permit prices for transportation between each other's territory to come into and remain in effect unless the aeronautical authorities of both Contracting Parties are dissatisfied.

5 If the aeronautical authorities of one Contracting Party are dissatisfied with a price for transportation between each other's territory, they shall so notify the aeronautical authorities of the other Contracting Party and the designated airline concerned. The aeronautical authorities receiving the notice of dissatisfaction shall acknowledge the notice and indicate their concurrence or disagreement with it within ten (10) working days of receipt of the notice. The aeronautical authorities shall cooperate in securing information necessary for the consideration of a price on which a notice of dissatisfaction has been given. If the aeronautical authorities of the other Contracting Party have indicated their concurrence with the notice of dissatisfaction, aeronautical authorities of both Contracting Parties shall take immediate action to ensure that the price is withdrawn and no longer charged.

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6 Each Contracting Party may require a designated airline of the other Contracting Party to file prices for transportation between its territory and third countries. Such filing shall be required not more than thirty (30) days before the proposed effective date.

7 A price for carriage by a designated airline of one Contracting Party between the territory of the other Contracting Party and a third country shall not be lower than the lowest publically available lawful price for scheduled international air services offered by the airlines of the other Contracting Party in that market, unless otherwise authorized by the aeronautical authorities of that other Contracting Party.

8 Any designated airline of one Contracting Party shall have the right to match any publically available lawful price of the airlines of the other Contracting Party on scheduled services between the territory of the other Contracting Party and any third country. The aeronautical authorities of the other Contracting Party may require the designated airline proposing the price to provide satisfactory evidence of the availability of the price being matched and of the consistency of matching with the requirements of this Article. A price introduced for matching purposes shall remain in effect only for the period of availability of the price being matched.

9 The aeronautical authorities of each Contracting Party may request technical discussions on prices at any time. Unless otherwise jointly decided by the aeronautical authorities, these discussions shall take place no later than ten (10) working days following the receipt of the request.

10. The general terms and conditions of carriage shall be subject to each Contracting Party's national laws and regulations. Each Contracting Party may require notification to or filing with its aeronautical authorities of any general terms and conditions of carriage of a designated airline not more than thirty (30) days before the proposed effective date. If one Contracting Party takes action to disapprove any terms or conditions, it shall promptly inform the other Contracting Party and the designated airline concerned.

11 The Contracting Parties may require that the designated airlines make full information on prices and the general terms and conditions of carriage available to the general public.

ARTICLE 12

Availability of Airports and Aviation Facilities and Services

Each Contracting Party shall ensure that airports, airways, air traffic control and air navigation services, aviation security, and other related facilities and services that are provided in the territory of one Contracting Party shall be available for use by the airlines of the other Contracting Party on terms no less favourable than the most favourable terms available to any other airline at the time arrangements for use are made



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ARTICLE 13
Charges for Airports and Aviation Facilities and Services

1. For the purposes of this Article, "user charge" means a charge imposed on airlines for the provision of airport, air navigation, or aviation safety or security facilities or services including related services and facilities.

2 Each Contracting Party shall ensure that user charges that may be imposed by the competent charging authorities or bodies of each Contracting Party on the airlines of the other Contracting Party for the use of air navigation and air traffic control services shall be just, reasonable, and not unjustly discriminatory. In any event, any such user charges shall be assessed on the airlines of the other Contracting Party on terms not less favourable than the most favourable terms available to any other airline

3 Each Contracting Party shall ensure that user charges that may be imposed by the competent charging authorities or bodies of each Contracting Party on the airlines of the other Contracting Party for the use of airport, aviation security and related facilities and services shall be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users. In any event, any such user charges shall be assessed on the airlines of the other Contracting Party on terms not less favourable than the most favourable terms available to any other airline at the time the charges are assessed

4 Each Contracting Party shall ensure that user charges imposed under paragraph 3 of this Article on the airlines of the other Contracting Party may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport, aviation security and related facilities and services at the airport or within the airport system. Such charges may include a reasonable return on assets, after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis

5 Each Contracting Party shall encourage consultations between the competent charging authorities or bodies in its territory and the airlines or their representative bodies using the services and facilities, and shall encourage the competent charging authorities or bodies and the airlines or their representative bodies to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs 2, 3 and 4 of this Article. Each Contracting Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in user charges to enable users to express their views before changes are made

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6. Neither Contracting Party shall be held, in dispute resolution procedures pursuant to Article 22 of this Agreement, to be in breach of a provision of this Article, unless (a) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Contracting Party within a reasonable amount of time, or (b) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article

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ARTICLE 14

Capacity

1 Each Contracting Party shall allow a fair and equal opportunity for the designated airlines of both Contracting Parties to provide the agreed services on the routes specified in this Agreement

2. Each Contracting Party shall allow any designated airline of the other Contracting Party to determine the frequency and capacity of the agreed services it offers based on the airline's commercial considerations in the marketplace. Therefore, neither Contracting Party shall unilaterally impose any restriction with respect to capacity, frequency, or type of aircraft on a designated airline selling transportation under its own code on flights operated by another airline. Neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or of the aircraft type or types operated by the designated airline of the other Contracting Party, except as may be required for customs and other government inspection services, technical, or operational reasons under uniform conditions consistent with Article 15 of the Convention

3 The aeronautical authorities of the Contracting Parties may require, for information purposes, the filing of schedules or timetables not later than ten (10) days, or such lesser period as those authorities may require, prior to the operation of new or revised services. If the aeronautical authorities of a Contracting Party require filings for information purposes, they shall minimize the administrative burden of filing requirements and procedures on the designated airlines of the other Contracting Party



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ARTICLE 15
Airline Representatives

1. Each Contracting Party shall permit

- a) the designated airlines of the other Contracting Party, on the basis of reciprocity, to bring into and to maintain in its territory their representatives and commercial, operational and technical staff as required in connection with the operation of the agreed services; and
- b) these staff requirements at the option of the designated airlines of the other Contracting Party, to be satisfied by their own personnel or, by using the services of any other organization, company or airline operating in its territory and authorized to perform such services for other airlines

2. Each Contracting Party shall .

- a) with the minimum of delay and consistent with its laws and regulations, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article, and
- b) facilitate and expedite the requirement of employment authorizations for personnel performing certain temporary duties not exceeding ninety (90) days



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ARTICLE 16
Ground Handling

1 Each Contracting Party shall permit the designated airlines of the other Contracting Party when operating in its territory.

- a) on the basis of reciprocity, to perform their own ground handling in its territory and, at their option, to have ground handling services provided in whole or in part by any agent authorized by its competent authorities to provide such services, and
- b) to provide ground handling services for other airlines operating at the same airport in the territory of the other Contracting Party

2 The exercise of the rights set forth in subparagraphs 1(a) and (b) of this Article shall be subject only to physical or operational constraints resulting from considerations of airport safety or security. Any such constraints shall be applied uniformly and on terms no less favourable than the most favourable terms available to any airline engaged in similar international air services at the time the constraints are imposed



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ARTICLE 17
Sales and Transfer of Funds

- 1 Each Contracting Party shall permit the designated airlines of the other Contracting Party.
- a) to engage in the sale of air transportation in its territory directly or, at the discretion of the designated airlines, through their agents and to sell transportation in the currency of that territory or, at the discretion of the designated airlines, in freely convertible currencies of other countries, and any person shall be free to purchase such transportation in currencies accepted by those airlines,
 - b) to convert and remit abroad, on demand, funds obtained in the normal course of their operations. Such conversion and remittance shall be permitted without restrictions or delay at the foreign exchange market rates for current payments prevailing at the time of submission of the request for transfer, and shall not be subject to any charges except normal service charges collected by banks for such transactions, and
 - c) to pay local expenses, including purchases of fuel, in its territory in local currency, or at the discretion of the designated airlines, in freely convertible currencies



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ARTICLE 18

Taxation

1. Profits or income from the operation of aircraft in international traffic derived by an airline of a Contracting Party, including participation in inter-airline commercial agreements or joint business ventures, shall be exempt from any tax on profits or income imposed by the Government of the other Contracting Party

2. Capital and assets of an airline of a Contracting Party pertaining to the operation of aircraft in international traffic shall be exempt from any tax on capital and assets imposed by the Government of the other Contracting Party

3. Gains from the alienation of aircraft operated in international traffic and movable property pertaining to the operation of such aircraft derived by an airline of a Contracting Party shall be exempt from any tax on gains imposed by the Government of the other Contracting Party

4. For the purposes of this Article

- a) the term "profits or income" includes gross receipts and revenues derived directly from the operation of aircraft in international traffic, including:
 - i) the charter or rental of aircraft;
 - ii) the sale of air transportation, either for the airline itself or for any other airline, and
 - iii) interest on sums generated directly from the operation of aircraft in international traffic provided that such interest is incidental to the operation;
- b) the term "international traffic" means the transportation of persons and/or cargo, including mail, except where such transportation is principally between points in the territory of a Contracting Party, and
- c) the term "airline of a Contracting Party" means, in the case of Canada, an airline resident in Canada for purposes of income taxation and, in the case of the Republic of Kenya, an airline resident in the Republic of Kenya for purposes of income taxation.

5. This Article shall not have effect when an agreement for the avoidance of double taxation with respect to taxes on income is in effect between the two Contracting Parties

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ARTICLE 19

Applicability to Charter/ Non-scheduled Flights

1. The provisions set out in Articles 6 Application of Laws, 7 Safety Standards, Certificates and Licences, 8 Aviation Security, 9 Customs Duties and Other Charges, 10 Statistics, 12 Availability of Airports and Aviation Facilities and Services, 13 Charges for Airports and Aviation Facilities and Services, 15 Airline Representatives, 16 Ground Handling, 17 Sales and Transfer of Funds, 18 Taxation and 20 Consultations of this Agreement apply as well to charters and other non-scheduled flights operated by the air carriers of one Contracting Party into or from the territory of the other Contracting Party and to the air carriers operating such flights.

2. The provisions of paragraph 1 of this Article shall not affect national laws and regulations governing the authorization of charters or non-scheduled flights or the conduct of air carriers or other parties involved in the organization of such operations.



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ARTICLE 20
Consultations

1 Either Contracting Party may at any time request through diplomatic channels consultations on the implementation, interpretation, application or amendment of this Agreement or compliance with this Agreement. Such consultations, which may be between aeronautical authorities of the Contracting Parties, shall begin within a period of sixty (60) days from the date the other Contracting Party receives a written request, unless otherwise mutually determined by the Contracting Parties or unless otherwise provided for in this Agreement.

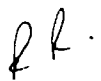


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ARTICLE 21

Amendment

Any amendment to this Agreement mutually determined pursuant to consultations held in conformity with Article 20 of this Agreement shall come into force on the date of the last written notification, through diplomatic channels, by which the Contracting Parties shall have notified each other that all necessary internal procedures for entry into force of the amendment have been completed

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ARTICLE 22
Settlement of Disputes

1 If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by consultations held in conformity with Article 20 of this Agreement.

2. If the dispute is not resolved within 60 days of the commencement of consultations pursuant to Article 20 of this Agreement, the Contracting Parties may agree to refer the dispute for decision to some person or body, or either Contracting Party may submit the dispute for decision to a Tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two arbitrators. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a written notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires. If the President is of the same nationality as one of the Contracting Parties, the most senior vice-president who is not disqualified on that ground, shall make the appointment. In all cases the third arbitrator shall be a national of a third State, shall act as President of the Tribunal and shall determine the place where arbitration will be held

3 The Contracting Parties shall comply with any decision given under paragraph 2 of this Article

4 The expenses of the Tribunal shall be shared equally between the Contracting Parties

5 If and so long as either Contracting Party fails to comply with any decision given under paragraph 2 of this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default or to the designated airline in default

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ARTICLE 23

Termination

Either Contracting Party may at any time from the entry into force of this Agreement give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organization. This Agreement shall terminate one (1) year after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual consent before the expiry of this period. In the absence of an acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.



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ARTICLE 24
Registration with ICAO

This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization

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ARTICLE 25
Multilateral Conventions

If a multilateral convention comes into force in respect of both Contracting Parties, consultations may be held in accordance with Article 20 of this Agreement with a view to determining the extent to which this Agreement is affected by the provisions of the multilateral convention

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ARTICLE 26
Entry into Force

This Agreement shall enter into force on the date of the last written notification, through diplomatic channels, by which the Contracting Parties shall have notified each other that all necessary internal procedures for entry into force of this Agreement have been completed

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

DONE in duplicate at _____ on this _____ day of _____, 20____ in the English, French and _____ languages, each version being equally authentic

For the Government of Canada

For the Government of the Republic of Kenya

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Points in Kenya under the code of each designated airline of Canada shall only be available as part of an international journey

(4) The aeronautical authorities of Kenya may require designated airlines of Canada to apply for authorization prior to the operation of the proposed code-sharing services

(5) The aeronautical authorities of Kenya shall not withhold permission for designated airlines of Canada to operate code-sharing services on flights operated by airlines of any third countries or for any third country airlines operating flights to/from Kenya to carry traffic under the codes of the designated airlines of Canada on the basis that (i) the airlines operating the flights are not appropriately authorized or (ii) air services arrangements between Kenya and the countries of the airlines operating the flights do not provide or permit code sharing

(6) The aeronautical authorities of both Contracting Parties may require all participants in such code-sharing arrangements to ensure that passengers are fully informed of the identity of the operator and the mode of transportation for each segment of the journey

(7) For the purpose of code-sharing services, airlines shall be permitted to transfer traffic between aircraft without limitation

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ANNEX

ROUTE SCHEDULE

Code sharing services may be operated on the following applicable routes with traffic rights and operational flexibilities identified in the associated Notes.

SECTION I

The following route shall be available for the operation of code sharing services in either or both direction by airlines designated by the Government of Canada

| Points in Canada | Intermediate Points | Points in Kenya | Points Beyond |
|---------------------|------------------------|--------------------|---------------|
| Any point(s) | Any point(s) | Any point(s) | Any point(s) |

Notes.

- 1 Points in Kenya may be served separately or in combination on the same service
- 2 Any Intermediate Points, Points in Kenya and/or Points Beyond may be omitted on any or all services, provided that all services originate or terminate in Canada.
- 3 Transit and own stopover rights shall be available at Intermediate Points and at Points in Kenya
Stopover rights shall not be available between Points in Kenya
- 4 (1) Subject to the regulatory requirements normally applied to such operations by the aeronautical authorities of Kenya, the Government of Kenya grants the right for designated airlines of Canada to enter into cooperative arrangements for the purposes of allowing multiple airline codes on single flights and specifically to hold-out the agreed services on the specified routes by code-sharing (i.e selling transportation under its own code) on flights operated by any airlines of Canada, of Kenya, and/or of any third countries

(2) All airlines involved in code-sharing arrangements shall hold the appropriate underlying route authority to provide air services to and from Kenya

(3) Code-sharing services by each designated airline of Canada involving transportation between the Points in Kenya shall be restricted to flights operated by airlines authorised by the aeronautical authorities of Kenya to provide services between the Points in Kenya. All transportation between the

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SECTION II

The following route shall be available for the operation of code sharing services in either or both direction by airlines designated by the Government of Kenya

| Points in Kenya | Intermediate Points | Points in Canada | Points Beyond |
|-----------------|---------------------|------------------|---------------|
| Any point(s) | Any point(s) | Any point(s) | Any point(s) |

Notes

1. Points in Canada may be served separately or in combination on the same service.
2. Any Intermediate Points, Points in Canada and/or Points Beyond may be omitted on any or all services, provided that all services originate or terminate in Kenya
3. Transit and own stopover rights shall be available at Intermediate Points and at Points in Canada
Stopover rights shall not be available between Points in Canada
4. (1) Subject to the regulatory requirements normally applied to such operations by the aeronautical authorities of Canada, the Government of Canada grants the right for designated airlines of Kenya to enter into cooperative arrangements for the purposes of allowing multiple airline codes on single flights and specifically to hold-out the agreed services on the specified routes by code-sharing (i.e. selling transportation under its own code) on flights operated by any airlines of Kenya, of Canada, and/or of any third countries

(2) All airlines involved in code-sharing arrangements shall hold the appropriate underlying route authority to provide air services to and from Canada

(3) Code-sharing services by each designated airline of Kenya involving transportation between the Points in Canada shall be restricted to flights operated by airlines authorised by the aeronautical authorities of Canada to provide services between the Points in Canada. All transportation between the Points in Canada under the code of each designated airline of Kenya shall only be available as part of an international journey

(4) The aeronautical authorities of Canada may require designated airlines of Kenya to apply for authorization prior to the operation of the proposed code-sharing services

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(5) The aeronautical authorities of Canada shall not withhold permission for designated airlines of Kenya to operate code-sharing services on flights operated by airlines of any third countries or for any third country airlines operating flights to/from Canada to carry traffic under the codes of the designated airlines of Kenya on the basis that (i) the airlines operating the flights are not appropriately authorized or (ii) air services arrangements between Canada and the countries of the airlines operating the flights do not provide or permit code sharing

(6) The aeronautical authorities of both Contracting Parties may require all participants in such code-sharing arrangements to ensure that passengers are fully informed of the identity of the operator and the mode of transportation for each segment of the journey

(7) For the purpose of code-sharing services, airlines shall be permitted to transfer traffic between aircraft without limitation.

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