



BILATERAL AIR SERVICES AGREEMENT

BETWEEN

**THE GOVERNMENT OF THE REPUBLIC
OF KENYA**

AND

**THE GOVERNMENT OF THE REPUBLIC
OF GHANA**

10 FEB 2015

PARLIAMENT
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**BILATERAL AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT
OF THE REPUBLIC OF KENYA AND THE GOVERNMENT OF THE
REPUBLIC OF GHANA**

PREAMBLE

The Government of Republic of Kenya and the Government of the Republic of Ghana (hereinafter referred to as the Parties);

Recognizing the necessity to adopt measures with the aim of establishing a liberalized intra-African aviation market concerning, among others, traffic rights, capacity, frequency and pricing;

Desiring to cooperate and facilitate the expansion of international air transport opportunities within and beyond their respective territories;

Desiring to make it possible for their Airlines to cooperate and offer the travelling public a variety of service options;

Desiring to ensure the highest degree of safety and security in international air transport; and

Being Parties to:

The Convention on International Civil Aviation opened for signature at Chicago on 7th December 1944; and

The Decision Relating to the Implementation of the Yamoussoukro Declaration concerning the Liberalization of Access to Air Transport Market in Africa of 14th



November, 1999 as endorsed by the OAU Heads of State and Government on 11th July 2000;

HEREBY AGREE AS FOLLOWS:

**ARTICLE I
DEFINITION**

For the purpose of this Agreement unless the context otherwise requires:

- (a) The term " Abuja Treaty" means the Treaty establishing the African Economic Community adopted at Abuja, Nigeria on the 3rd of June 1991 and which entered into force on 12th May 1994;
- (b) the term "Aeronautical Authority" means, in the case of the Republic of Kenya the Cabinet Secretary for the time being in charge of Civil Aviation; and in the case of the Republic of Ghana any governmental authority, body corporate or organ duly authorized to perform any function to which this Agreement relates;
- (c) the terms "aircraft equipment", "aircraft stores" and "spare parts" have the meanings respectively assigned to them in Annex 9 of the Convention;



- (d) the terms "air services", "international air services", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
- (e) the term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any Annexes adopted under Articles 90 of that Convention made pursuant to Articles 50 and 94 thereof so far as those Annexes and Amendments have been adopted by both Parties;
- (f) the term "Decision" means the Decision Relating to the Implementation of the Yamoussoukro Declaration concerning the Liberalization of Access to Air Transport in Africa of 14th November, 1999 as endorsed by the OAU Heads of State on 11th July 2000 including the Appendices and Amendments;
- (g) the term "designated airline" means an airline which has been designated and authorized in accordance with Article 3 of this Agreement;
- (h) the term "Eligible Airline" means any African air transport company fulfilling the requirements set forth in article 6.9 of the Decision;
- (i) the term " State Party" means each African State signatory to the Abuja Treaty and such other African country which, though not a



party to the said Treaty , has declared in writing its intention to be bound by this Decision;

- (j) the term "tariff" means the price to be paid for the carriage of passengers, baggage, mail 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; and
- (k) the term "territory" in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty or protection of that State;
- (l) the term "user charges" means fees or rates levied for the use of airports, navigational facilities and other related services offered by one Party to the other.

ARTICLE II GRANT OF RIGHTS

1. Each Party shall grant to the other the free exercise of the rights of the first, second, third, fourth and fifth freedoms of the air on scheduled and non-scheduled passenger, cargo and / or mail flights performed by an Eligible Airline to/from their respective territories.
2. Notwithstanding the provision of paragraph 1 above operations of non-scheduled services shall be subject to approval by the appropriate authorities.



3. Each Party agrees to the following while exercising the rights mentioned in paragraphs 1 and 2 above. The designated airline may:
 - (a) operate flights in either or both directions;
 - (b) be permitted by the Parties to combine air services and use the same flight number;
 - (c) serve intermediate and beyond points within Africa and
 - (d) serve any one point in the territory of the other Party, omit stops at any point or points, provided that the services commenced at a point in the territory of the Party designating the Airline.
4. Without prejudice to the safety, security and environmental requirements whether national or international, no restrictions shall be imposed on the frequency, capacity and or aircraft type used on such services.
5. This Agreement shall not impose any obligation on a Party to grant cabotage rights to the other Party.

ARTICLE III

DESIGNATION AND AUTHORISATION

1. Each Party shall have the right to designate in writing to the other Party, one or more Airlines for the purpose of operating on the specified routes in accordance with this Agreement.



2. A Party may also designate an Eligible Airline from a State Party to operate air services on its behalf.
3. A Party may designate an eligible African multinational Airline in which a Party is a stakeholder to operate air services on its behalf.
4. On receipt of the notice of such designation, the other Party shall, subject to the provisions of paragraphs 1, 2 and 3 of this Article, grant to the Airline designated without delay but not later than 30 days, the appropriate authorization.
5. The Aeronautical Authority of one Party may require any Airlines designated by the other Party to satisfy it that they are qualified to fulfil the conditions prescribed under the laws and regulations which are applicable to the operation of international air services by such authorities in conformity with the provision of the Convention.
6. Each Party shall have the right to refuse to grant the operating authorizations referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated Airline of the rights specified in Article II of the present Agreement, in any case where the said Party is not satisfied that the designated airline conforms with the eligibility criteria as defined in Article 6.9 of the Decision.



7. When an Airline has been designated and authorized, it may begin at any time to operate the agreed services. The proposed schedule of flights should be submitted to the appropriate authorities for approval at least 30 days before the intended date of its introduction on a seasonal basis.
8. Authorizations for the performance of non-scheduled air transport services by eligible Airlines of a Party shall be granted by the respective competent authorities, provided that an application has been submitted for approval to the appropriate authority, accompanied by the corresponding insurance policies.
9. In order to ensure continued scheduled air services on a particular route where scheduled Airlines have an obligation to operate during low and high traffic seasons, the scheduled Airlines will be given, preference over the non-scheduled Airlines on the same sector.

ARTICLE IV VALIDITY OF CERTIFICATES

1. Certificates of airworthiness, certificates of competency and licenses issued or validated by the Parties, which have not expired, shall be recognized as valid by the other Party (provided that the requirement for such certificates or licences are at least equal to the minimum standards that may be established pursuant to the Convention).



2. Each Party reserves the right to refuse to recognize as valid for the purpose of operating the said specified routes over its own territory, certificates of competency and licences issued to its own nationals by the other Party.

ARTICLE V

EXEMPTION FROM CUSTOMS DUTIES

1. Aircraft operated on international services by the designated Airlines of the Parties, 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, inspection fees and other similar charges on arriving in the territory of a Party, provided such equipment, supplies and aircraft stores remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over the territory.
2. There shall also be exemption from the same duties, fees and charges with the exception of charges corresponding to the services performed for:
 - (a) aircraft stores taken on board in the territory of a Party, within limits fixed by the authorities of the said Party, and for use on board outbound aircraft engaged in an international service by the designated airline of the other Party;



- (b) spare parts and regular equipment imported into the territory of the other Party for the maintenance or repair of aircraft used on international services by the designated Airlines of the other Party; fuel and lubricants for the supply of outbound aircraft operated on international services even when these supplies are to be used on the part of the journey performed over the territory of the other Party in which they are taken on board.
3. Materials referred to in sub-paragraph (a) and (b) above may be required to be kept under customs supervision or control.
4. The regular airborne equipment as well as the materials and supplies retained on board the aircraft operated by the designated Airline of the Parties may be unloaded in the territory of a Party only with the approval of the customs authorities of the Party. In such cases, they may be placed under the supervision of the said customs authorities up to such time that they are re-exported or otherwise disposed off in accordance with customs regulations.

ARTICLE VI

COMPLIANCE WITH LAWS AND REGULATIONS

1. The laws and regulations of each Party governing the entry into, remaining in and departure from its territory, shall also be applicable to the aircraft of the designated Airline of the other Party.



2. The laws and regulations of each Party governing entry into, remaining in and departure from its territory of passengers, crew, mail and cargo transported on board the aircraft and in particular, those regarding passports, customs and sanitary control shall be applied to passengers, crew, mail and cargo taken on board of the designated Airlines of the other Party.

ARTICLE VII

AVIATION SAFETY

1. Each Party may request consultations at any time concerning the safety standards maintained by the other Party relating to aeronautical facilities, aircrew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.

2. If, following such consultations, one Party finds that the other 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 first Party shall notify the other Party of those findings and the steps considered necessary to conform to those minimum standards, within a specified period. Each Party reserves the right to withhold, revoke or limit the operating authorization or technical permission of an airline designated by the other party which does not take such appropriate corrective action.



3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the designated Airline of the Party on services to or from the territory of the other Party, may, while within the territory of the other Party, be subject to an examination by the authorized representative of the 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 to as "ramp inspection") provided this does not lead to unreasonable delay.
4. If any such ramp inspection or series of ramp inspections give(s) rise to serious concerns that:
 - (a) An aircraft or the operation of the aircraft does not comply with the minimum standards established at the time pursuant to the Convention; or
 - (b) There is a lack of effective maintenance and administration of safety standards established at the time pursuant to the Convention.

The 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 Party in accordance with paragraph 3 above is denied by the representatives of that designated Airline, the other 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 Party reserves the right to immediately suspend or vary the operating authorization of a designated Airline of the other Party in the event the first 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 Party in accordance with paragraphs (2) and (6) above shall be discontinued upon compliance by the other Party with the safety provisions of this Article.

ARTICLE VIII

AVIATION SECURITY

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



Agreement. Without limiting the generality of their rights and obligations under international law, the 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 14th September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 November 1970 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23rd September 1971 including its protocol done at Montreal on February 24, 1988 and any other convention on aviation security to which both Parties shall become members .

- (a) The 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.
- (b) 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.
- (c) The Parties agree that such operators of aircraft shall be required to observe the aviation security provisions referred to in paragraph (b)



above required by the other Party for entry into, departure from, or while within the territory of that other Party. Each 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. The Party shall also give consideration to any request from the other Party for reasonable special security measures to meet a particular threat.

- (d) When an incident or threat of an unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, passengers, crew, airports or any navigation facilities occurs, the Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely, such incident or threat thereof.
- (e) When the Party has reasonable ground to believe that there is a departure from the provision of this Article, the Party may request immediate consultations with the other Party. Failure to reach a satisfactory agreement within 30 days from the date of such request shall constitute grounds to withhold, revoke, limit or impose conditions on the operating authorizations and technical permissions of an Airline or Airlines of that Party. When required by an emergency, a Party may take interim action prior to the expiry of 30 days.



ARTICLE IX REPRESENTATION

1. The designated Airline of either Party shall be allowed to establish in the territory of the other Party, offices for the promotion of air transportation and sale of air tickets as well as other facilities required for the provision of air transportation.
2. Each designated Airline 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 an equal basis to all Airlines.
3. The Airlines shall also be allowed to bring in and maintain in the territory of either Party in accordance with the laws and regulations relating to entry, residence and employment, managerial, sales, technical operational and other specialist staff required for the provision of air transportation.

ARTICLE X COMPETITION RULES

Each Party shall ensure fair opportunity on non-discriminatory basis for the designated Airlines to effectively compete, in providing air transport services within their respective territories.





ARTICLE XI COOPERATIVE ARRANGEMENTS

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

ARTICLE XII TARRIFS

1. The tariffs applicable between the territories of the two Parties shall be established at reasonable levels, due regard being paid to all relevant factors, including the cost of operation, the interests of users, reasonable profit, class of service and, when it is deemed appropriate, the tariffs of other airlines operating over the routes specified in the Annex.
2. Each Party shall allow tariffs for air transport to be established by each designated airline based upon commercial consideration in the marketplace. Intervention by the Parties shall be limited to:
 - (a) Prevention of unreasonably discriminatory prices or practices;



- (b) Protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position or to concerted practice among air carriers; and
 - (c) Protection of airlines from prices that are artificially low due to direct or indirect government subsidy or support or any other reason.
3. Each Party may require notification to or filing with its Aeronautical Authorities of prices to be charged to or from its territory by airlines of the other Party. Notification or filing by the airlines of both Parties may be required not more than thirty (30) days before the proposed date of implementation. In individual cases, notification or filing may be permitted on shorter notice than normally required. Neither Party shall require the notification nor filing by airlines of the other Party of prices charged by charterers to the public, except as may be required on a non-discriminatory basis for information purposes.
4. Neither Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged by:
- (a) An airline of either Party for international air transport between the territories of the Parties.
 - (c) An airline of one Party for international air transport between the territory of the other Party and any other country, including in both cases transportation on an inter-line or intra-line basis.



If either Party believes that any such price is inconsistent with the considerations set forth in paragraph 2 of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than thirty (30) days after receipt of the request, and the Parties shall cooperate in securing information necessary for a resolution of the issue.

5. If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. Without such agreement, the previously existing un-disputed tariff shall remain in effect.

ARTICLE XIII USER CHARGES

1. User charges that may be imposed by the competent charging authorities or bodies of each party on the Airlines of the other Party shall be just, reasonable, not unjustly discriminatory, equitably apportioned among categories of users and based upon sound economic principles as set forth in paragraph 2 of this Article. In any event, any such user charges shall be assessed on the Airlines of the other Party on terms not less favourable than the most favourable terms available to any other Airline at the time the charges are assessed.
2. User charges imposed on the Airlines of the other Party may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport, environmental, air navigation,



and aviation security facilities and services at the airport or within the airport system. Such full cost 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.

3. Each Party shall encourage consultations between the competent charging authorities or bodies in its territory and the Airlines using the services and facilities, and shall encourage the competent charging authorities or bodies and the Airlines 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 (1) and (2) of this Article. Each Party shall encourage the competent charging authority to provide users with reasonable notice of any proposal for changes in user charges to enable users to express their view, and have their views taken into account, before changes are made.
4. Neither Party shall be held, in dispute resolution procedures pursuant to Article XVI, to be in breach of a provision of this Article, unless (1) it fails to undertake review of the charge of practice that is the subject of complaint by the other Party within a reasonable amount of time; or (2) following such a review it fails to take all steps within its power to remedy and charge or practice that is inconsistent with this Article.



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**ARTICLE XIV
TRANSFER OF EARNINGS**

1. Each designated airline shall have the right to transfer in convertible currency, the excess of receipt over expenditure earned by the Airlines in its territory in connection with the carriage of passenger, baggage, mail and cargo, subject to the prevailing foreign exchange regulations in the territory of each Party.
2. Whenever the payment system between the Parties is governed by a special Agreement that Agreement shall apply in place of the provisions of this Article.

**ARTICLE XV
CONSULTATIONS**

1. In the spirit of close co-operation, the Parties shall consult each other from time to time with a view to ensuring the effective implementation of this Agreement when necessary to provide for modification thereof.
2. The Parties shall request consultation, which may be through discussion or by correspondence and which shall begin within a period of thirty (30) days of the date of the request, unless the Parties agree to an extension of this period.

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ARTICLE XVI SETTLEMENT OF DISPUTES

1. If any dispute arises between the Parties relating to the interpretation or application of this Agreement, they shall in the first place endeavour to settle such dispute by negotiation after requesting for consultations as provided in Article XV
2. If the Parties fail to reach a settlement by negotiation within 21 days, they may agree to refer the dispute to some person or body, if they do not so agree, the dispute shall, at the request of either of them, be referred for decision to an arbitral tribunal composed in accordance with Article XVII of this Agreement.
3. The Parties agree that the decision of such arbitral tribunal or other person or body and any provisional measures indicated by it pending its final decision, shall be binding on the Parties to such dispute.

ARTICLE XVII ARBITRATION

Arbitration shall be by a tribunal of three arbitrators who shall be constituted as follows:

- a. Within 30 days of the receipt of a request for arbitration, each Party shall name an arbitrator. Within 60 days of the naming of the second





arbitrator, the two arbitrators shall by Agreement appoint an arbitrator, who shall act as President of the tribunal.

- b. If either Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with paragraph (a) of this article, either Party may request the President of ICAO to appoint the necessary arbitrator or arbitrators within 30 days.
- c. Except as hereinafter provided or as otherwise agreed by the Parties, the tribunal shall determine the limits of its jurisdiction and shall establish its own procedural rules.
- d. The tribunal, once formed, may recommend interim relief measures pending its final determination.
- e. At the direction of the tribunal or at the request of either of the Parties, a meeting 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.
- f. Except as otherwise agreed or as directed by the tribunal, each Party shall submit a memorandum within 45 days of the time the tribunal is duly constituted. Each Party may submit replies within 60 days of submission of the memorandum of the other Party. The tribunal may hold a hearing at the request of either Party or on its own initiative within 15 days after replies are due.



- g. The tribunal shall attempt to render a written decision within 30 days of completion of the hearing or, if no hearing is held, after the date both replies are submitted. The decision shall be taken by majority vote.
- h. The Parties concerned may submit request for clarification of the decision within 15 days after it is rendered and any clarification given shall be issued within 15 days of such request.
- i. Each 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 before hand by the Parties, shall be shared equally between and shall be met by the Parties. Any question concerning the division of costs shall be determined by the arbitral tribunal.
- j. The Award of the tribunal shall be final and shall be complied with within the period established therein.
- k. If a Party does not comply with the Award, the other Party may adopt measures restricting the operation of the Airlines of the Party in question or other measures aimed at achieving compliance.



ARTICLE XVIII
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 XIX
EFFECT OF MULTILATERAL AIR TRANSPORT AGREEMENTS

This Agreement shall be deemed to have been amended by the provisions of any multilateral air transport agreement, which may become binding on both Parties.

ARTICLE XX
REGISTRATION OF AGREEMENTS

This Agreement, any amendments thereto, and any Exchange of Notes relating to the Agreement shall be registered with the International Civil Aviation Organisation (ICAO) by the State where the signature of the agreement takes place.



ARTICLE XXI AMENDMENT

1. If either of the Parties considers it desirable to amend any provision of this Agreement, such amendment shall be agreed upon in accordance with the provisions of Article XV and shall be effected by an Exchange of Notes and will come into effect on a date to be determined by the Parties, which date shall be dependent upon the completion of the relevant constitutional requirements.
2. Notwithstanding the provisions of paragraph (1), amendments to the Annex to this Agreement may be agreed to directly between the Aeronautical Authorities of the Parties. Such amendments shall apply from the date they have been agreed upon and enter into force when confirmed through the diplomatic channel.

ARTICLE XXII RATIFICATION

1. This Agreement shall be subject to ratification.
2. The instruments of ratification shall be deposited with the International Civil Aviation Organisation (ICAO).

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ARTICLE XXIII

TERMINATION

1. Either Party may at any time from the entry into force of this Agreement give notice in writing through the diplomatic channel to the other Party of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organisation (ICAO).
2. The Agreement shall terminate at the end of a period of twelve (12) months after the date of receipt of the notice, unless the Notice is withdrawn by mutual agreement before the expiry of the period.
3. In default of acknowledgement of receipt of the notice of termination by the other Party, the notice shall be deemed to have been received fourteen (14) days after the date on which ICAO acknowledged receipt thereof.

ARTICLE XXIV

ENTRY INTO FORCE

1. This Agreement shall enter into force provisionally between the Parties immediately upon signature.
2. Notwithstanding paragraph (1) above, this Agreement shall enter into force on the date of the last notification by either Party in writing through diplomatic channels of the completion of constitutional requirements necessary for the implementation of this Agreement.

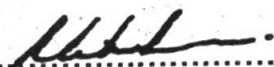


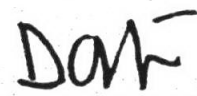
IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement in two originals in the English Language.

Done at NAIROBI on this 13th day of December Two Thousand and Fourteen.

FOR THE GOVERNMENT OF
THE REPUBLIC KENYA

FOR THE GOVERNMENT OF
THE REPUBLIC GHANA


.....
ENG. M. S. M. KAMAU, CBS
CABINET SECRETARY FOR TRANSPORT
AND INFRASTRUCTURE


.....
HON. DZIFA AKU ATTIVOR
MINISTER FOR TRANSPORT



ANNEX 1

ROUTE SCHEDULE TO THE BILATERAL AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF KENYA AND THE REPUBLIC OF GHANA

1. Routes to be operated by the Designated Airlines of the Republic of Kenya

Points of Departure	Intermediate Point(s)	Point(s) in Ghana	Point(s) Beyond
Any Point	Any Point Within Africa	Any Point	Any Point Within Africa

- Aircraft Type : Any
- Frequency : Unlimited
- Traffic Rights : (i) 5th Freedom within Africa
(ii) Any points outside Africa subject to the approval of the Aeronautical Authorities of the other Party.

2. Routes to be operated by the Designated Airlines of the Republic of Ghana

Points of Departure	Intermediate Point(s)	Point(s) in Kenya	Point(s) Beyond
Any Point	Any Point Within Africa	Any Point	Any Point Within Africa

- Aircraft Type : Any
- Frequency : Unlimited
- Traffic Rights : (i) 5th Freedom within Africa
(ii) Any points outside Africa subject to the approval of the Aeronautical Authorities of the other Party.

