



12/3/2019

BILATERAL AGREEMENT

BETWEEN

PARLIAMENT
OF KENYA
LIBRARY

THE GOVERNMENT OF THE REPUBLIC OF KENYA

AND

THE GOVERNMENT OF THE REPUBLIC OF SEYCHELLES

FOR AIR SERVICES

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**BILATERAL AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF KENYA
AND THE GOVERNMENT OF THE REPUBLIC OF SEYCHELLES FOR AIR SERVICES
BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES**

PREAMBLE

The Government of the Republic of Kenya and the Government of the Republic of Seychelles;
(jointly 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 air transport opportunities;

Desiring to facilitate the expansion of international air transport opportunities;

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

Desiring to make it possible for Airlines to offer the traveling and shipping public a variety of service options at prices that are not discriminatory and do not represent abuse of a dominant position and wishing to encourage individual Airlines to develop and implement innovative and competitive prices.

Desiring to ensure the highest degree of safety and security in international air transport and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air transportation, and undermine public confidence in the safety of civil aviation and

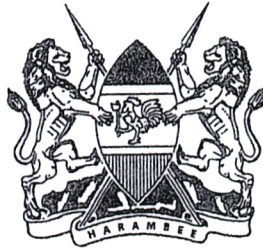
HEREBY AGREE as follows:-



ARTICLE 1 DEFINITIONS

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

- a) **"Abuja Treaty"** means the Treaty establishing the African Economic Community adopted at Abuja, Nigeria on the 3rd day of June 1991 and which entered into force on 12th May 1994.
- b) **"Aeronautical Authorities"** means in the case of Kenya, the 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, in the case of Seychelles its Minister or Ministry responsible for Civil Aviation, Seychelles Civil Aviation Authority;
- c) **"Agreed services"** means the scheduled international air services which may be operated by virtue of this Agreement;
- d) **"Agreement"** means this agreement, the Annex thereto and any amendments to the Agreement or to the Annex
- e) **"aircraft equipment"** **"aircraft stores"** and **"spare parts"** have the meanings respectively assigned to them in Annex 9 of the Convention;
- f) **"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;
- 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) **"Countries bound by the Yamoussoukro Decision"** means
 - I) The African States signatories to the Abuja Treaty and who have not filed formal notification to withdraw from the "Yamoussoukro Decision"; and
 - II) Any other Country which though not Party to the said Treaty, has declared in writing its intention to be bound by the Yamoussoukro Decision.



- 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(s)"** means the Airline(s) which has/have been designated and authorized in accordance with Article 3 of this Agreement.
- k) **"Decision"** means the Decision relating to the implementation of the Yamoussoukro Declaration concerning the Liberalization of Access of Air Transport of 14th November 1999 as endorsed by the OAU Heads of State on 11th. July 2000 including the Appendices and Amendments
- l) **"Full cost"** means the cost of providing service plus a reasonable charge for administrative overhead.
- m) **"Scheduled services"** means those services operated regularly by a designated Airline(s) according to schedules published in advance to cover a time table period;
- n) **"Specified routes"** means the air routes as set forth in the Annex thereto on which the agreed service may be operated;
- o) **"Tariff"** means the fare or rate to be paid for the carriage of passengers and their baggage and cargo (other than mail) and the conditions governing the availability or applicability of that fare or rate, including the charges and conditions for services ancillary to the carriage;
- p) **"Territory"** in relation to a state means the land areas and territorial waters adjacent thereto under the sovereignty or protection of that state;
- q) **"Traffic"** means the carriage of passengers, cargo and mail;
- r) **"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.



ARTICLE 2

RIGHTS AND PRIVILEGES OF DESIGNATED AIRLINE (S)

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 (s) 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;
 - 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. Each Party shall enjoy in addition to the rights specified in paragraph 1 of this Article, 5th freedom traffic rights in respect of other African States in accordance with the Yamoussoukro Decision.

ARTICLE 3

DESIGNATION AND AUTHORIZATION OF AIRLINE(S)

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(s) designated the appropriate operating authorization.
3. The Aeronautical Authority of a Contracting Party may require the Airlines designated by the other Contracting party to satisfy them 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. 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 conditions as it may deem necessary on the exercise by a designated Airline(s) of the rights specified in Article 2 of this Agreement.
5. The party designating the Airline(s) shall maintain and administer the standards set forth in Article 6 (Safety) and Article 7 (Aviation Security)

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(s) of the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights;
 - a) Where it is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or its nationals.
 - b) Where the airline fails to comply with the laws and the regulations in force in the territory of the Contracting Party granting these rights; or
 - c) Where the Airline(s) 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 6 (Safety)
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(s) 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 including mail, 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 SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to air flight crews, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within 30 days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Chicago Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and the other Contracting Party to take appropriate corrective action. Failure by the other Contracting Party



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(s) 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 including mail, 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

SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to air flight crews, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within 30 days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Chicago Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and the other Contracting Party to take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within 15 days or such longer period as may be agreed shall be grounds for the application of Article 8 of this Agreement to revoke or suspend operating



authorization.

3. Notwithstanding the obligation mentioned in article 33 of the Chicago Convention it is agreed that any aircraft operated by or, under a lease agreement, on behalf of the 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 made the subject of an examination by the authorized representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its flight crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.
4. If any such ramp inspection or series of ramp inspections gives rise to:
 - a) Serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Chicago Convention; or
 - b) Serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Chicago Convention:

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Chicago Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the flight 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 Chicago Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of aircraft operated by an airline of one Contracting Party in accordance with paragraph (3) of this Article is denied by a representative of that airline, the other contracting party shall be free to infer that serious concerns of the type referred to in paragraph (4) of this Article arise and draw the conclusions referred in that paragraph.
6. Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial



of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

7. Any action by one Contracting Party in accordance with paragraphs (2) or (6) of this Article shall be discontinued once the basis for the taking of that action ceases to exist



ARTICLE 7 AVIATION SECURITY

1. Consistent with their rights and obligations under international law, as Signatories or as Parties to the following Conventions, 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. 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 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 Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991, as well as with any other Convention and Protocol relating to the Security of Civil Aviation which both Contracting Parties adhere to.
2. 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 flight crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. 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 on International Civil Aviation to the extent that such security provisions are applicable to the Contracting 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.
4. Each Contracting Party agrees that such operators 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. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, flight 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.

5. 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 flight crew, airports or air navigation facilities occurs, 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.
6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory Agreement within 30 (thirty) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorization and technical permission of an airline of that Contracting Party. When required by an emergency, a Contracting party may take interim action prior to the expiry of 30 (thirty) days.

ARTICLE 8 FAIR COMPETITION

1. Each Party shall allow a fair and equal opportunity for the Designated Airline(s) of both Parties to compete in providing the international air transportation covered by this Agreement.
2. Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the Airline(s) of the other party.
3. Neither Party shall unilaterally limit the volume of traffic frequency or regularity of service, or aircraft type or types operated by the Designated Airline(s) of the other Party, in terms of this Agreement, except as may be required for customs, technical, operational or environment reasons under uniform conditions consistent with Article 15 of the Convention.
4. Either Party may require the filing of schedules or operational plans by airlines of the other Party for approval. Provided such a requirement may be on a non-discriminatory basis. If a Party requires filings it shall minimize the administrative burden of filing requirement and procedures on air transportation intermediaries and on designated airlines of the other party.



5. Any restrictions on the operations of the Designated Airline(s) of the other Contracting Party shall be in accordance with the terms of this Agreement and its Annexes or by such applicable conditions of the Convention.

ARTICLE 9 PRICING

1. Each Party shall allow prices for air transportation to be established by each Designated Airline based upon commercial considerations in the market place. Intervention by the Parties shall be limited to:-
- Prevention of unreasonably discriminatory prices or practices;
 - Protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - Protection of Airlines from prices that is artificially low.
2. 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 Airline(s) of both Parties may be required no more than 30 days before the proposed date of effectiveness. In individual cases, notifications for filing may be permitted on shorter notice than normally required. If a Party permits an Airline to file a price on short notice, the price shall become effective on the proposed date for traffic originating in the territory of that Party.
3. If a Party believes that a price proposed to be charged by an Airline of the other Party for international air transportation between the territories of parties is inconsistent with considerations set forth in paragraph 1 of this Article, it shall notify the other Party of the reasons for its dissatisfaction as soon as possible.
4. Except as otherwise provided in this Article, neither Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by an Airline of either Party for international Air transportation between the territories on interline basis. If either Party believes that any such price is inconsistent with the considerations set forth in paragraph 1 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 30 days after receipt of the request, and the parties shall cooperate in securing information necessary for reasoned resolution of the issue. 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 mutual Agreement, the previously existing price shall continue in effect.

ARTICLE 10 EXEMPTION FROM CUSTOMS DUTIES, TAXES INSPECTION FEES AND OTHER SIMILAR CHARGES

1. Aircraft operated on 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



6. In operating or holding out the agreed services on the routes specified in the Annex to this Agreement, the designated airline(s) of each Contracting Party shall be permitted to enter into cooperative marketing arrangements such as blocked-space or code-sharing arrangements, with:

- (a) an airline or airlines of the same Contracting Party;
- (b) an airline or airlines of the other Contracting Party;
- (c) an airline or airlines of a third country; and
- (d) a surface transportation provider of any country,

provided that,

- i. all airlines in such arrangements hold the appropriate authority to operate on the routes and segments concerned; and
- 11. in respect of any tickets sold, the airline makes 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.

7. Where a designated airline operates the agreed services under code-sharing arrangements as the operating airline, the operated capacity shall be counted against the capacity entitlements of the Contracting Party designating the said airline. Capacity offered by a designated airline acting as the marketing airline on the code-share services operated by other airlines shall not be counted against the capacity entitlements of the Contracting Party designating the said marketing airline.

ARTICLE 13 AIRCRAFT LEASING

1 Each Contracting Party may prevent the use of leased aircraft for air services under this Agreement, which does not comply with Article 8 (Aviation Security) and Article 9 (Aviation Safety) of this Agreement.



- 2 Subject to paragraph (1) of this Article, the designated airlines of each Contracting Party may use aircraft (or aircraft and crew) leased (dry or wet) from any company, including other airlines, provided that this will not result in a lessor airline exercising traffic rights it does not have.

ARTICLE 14 SUBMISSION OF TIME TABLE

1. The designated Airline(s) of each Contracting Party shall, not later than thirty (30) days prior to the operation of the agreed services on the specified routes, submit the envisaged time-table for approval to the aeronautical authority of the other Contracting Party. The same procedure shall apply to any modification thereof.
2. For supplementary flights which the Designated Airline(s) of the one Contracting Party wishes to operate on the agreed services on the specified routes outside the approved time-table it has to request prior permission from the aeronautical authority of the other Contracting Party. Such request shall usually be submitted at least two working days before such flights.

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 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 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. 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. 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.

3. 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.

4. The Contracting Parties shall comply with any decision given under paragraph (2) of this Article.
5. 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.
6. 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 17 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.

ARTICLE 18 REGISTRATION OF AGREEMENT WITH I.C.A.O

This Agreement, its Annex, as well as any amendments thereto shall be registered with the International Civil Aviation Organization.



ARTICLE 19 AMENDMENTS

1. 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.
2. In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound, this Agreement and its Annexes shall be amended so as to conform with the provisions of such Convention.

ARTICLE 20 TERMINATION

1. Either Contracting Party may at any time give notice to the other Contracting Party of its intention to terminate this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such cases 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.
2. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.



**ARTICLE 21
ENTRY INTO FORCE**

This agreement shall be provisionally applicable from the date of signature and shall enter into force upon an exchange of notes confirming completion of all necessary internal procedures by each party.

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

DONE at NAIROBI..... on this 13TH day of DECEMBER 2018..... in two originals in the English language.

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

**FOR THE GOVERNMENT
OF THE REPUBLIC OF SEYCHELLES**



SCHEDULED AIR TRANSPORT

SECTION 1

ROUTES AND TRAFFIC RIGHTS

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

ROUTE SCHEDULE AND TRAFFIC RIGHTS.

ROUTE SCHEDULE

FOR THE DESIGNATED AIRLINE OF THE REPUBLIC OF KENYA

POINTS OF DEPARTURE	INTERMEDIATE POINTS	POINTS IN THE REPUBLIC OF SEYCHELLES	POINTS BEYOND THE REPUBLIC OF SEYCHELLES
Points in the Republic of Kenya	Any points	Any International points in the Republic of Seychelles	Any points

FOR THE DESIGNATED AIRLINE OF THE REPUBLIC OF SEYCHELLES

POINTS OF DEPARTURE	INTERMEDIATE POINTS	POINTS IN THE REPUBLIC OF KENYA	POINTS BEYOND THE REPUBLIC OF KENYA
Any Points in the Seychelles	Any points	Any International points in the Republic of Kenya	Any points

NOTES ON THE ROUTES TO BE OPERATED BY THE DESIGNATED AIRLINES



SCHEDULED AIR TRANSPORT

SECTION 1

ROUTES AND TRAFFIC RIGHTS

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

ROUTE SCHEDULE AND TRAFFIC RIGHTS.

ROUTE SCHEDULE

FOR THE DESIGNATED AIRLINE OF THE REPUBLIC OF KENYA

POINTS OF DEPARTURE	INTERMEDIATE POINTS	POINTS IN THE REPUBLIC OF SEYCHELLES	POINTS BEYOND THE REPUBLIC OF SEYCHELLES
Points in the Republic of Kenya	Any points	Any International points in the Republic of Seychelles	Any points

FOR THE DESIGNATED AIRLINE OF THE REPUBLIC OF SEYCHELLES

POINTS OF DEPARTURE	INTERMEDIATE POINTS	POINTS IN THE REPUBLIC OF KENYA	POINTS BEYOND THE REPUBLIC OF KENYA
Any Points in the Seychelles	Any points	Any International points in the Republic of Kenya	Any points

NOTES ON THE ROUTES TO BE OPERATED BY THE DESIGNATED AIRLINES

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.



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OPERATIONAL FLEXIBILITY

Each designated Airline(s) may, on any or all flights and at its options;

1. Operate flights in either or both directions
2. Combine different flight numbers within one aircraft operation;
3. Serve intermediate, and beyond points and points in the territories of the parties on the routes in any combination and in any order.
4. Omit stops at any point or points
5. Transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes
6. Serve points behind any point in its territory with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services. Without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement; provided that, with the exception of all-cargo services the service serves a point in the territory of the Party designating the Airline(s).