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BILATERAL AIR SERVICES AGREEMENT

BETWEEN

GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE

AND

GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA

AIR SERVICES AGREEMENT

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AND

THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE

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PREAMBLE

The Government of the United Republic of Tanzania; and

The Government of the Republic of Sierra Leone,

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;

Desiring to facilitate the expansion of international air services opportunities;

Recognizing that efficient and competitive international air services enhance economic growth, trade, tourism, investment and the welfare of consumers,

Desiring to conclude an Air service Agreement, in conformity with supplementary to the said Convention, for the purpose of establishing International Air Services between and beyond their respective territories;

Have agreed as follows:

ARTICLE 1

Definitions AND INTERPRETATION

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

1. **"the 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 of the annexes or the Convention under Articles (90) and (94) thereof, so far as those annexes and amendments have become effective for or been ratified by both Contracting Parties;
2. **"Agreement"** means this Agreement, the Annex attached thereto and any Protocols or similar documents amending this Agreement or the Annex.
3. **"Aeronautical Authorities"** means: in the case of the Government of the United Republic of Tanzania, the Minister responsible for aviation matters; and in the case of the Government of the Sierra Leone Civil Aviation

Authority and in both cases any person or body authorized to perform any functions at present exercisable by the said authorities or similar functions,

4. **"Designated Airline"** means an airline which has been designated and authorized in accordance with Article (4) of this Agreement;
5. **"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.
6. **"Capacity"** in relation to an aircraft means the payload of the aircraft available on the route or section of a route; and in relation to a specified air service means the capacity of aircraft used on such service, multiplied by the frequency of the flights, operated by such an aircraft over a given period on a route or section of a route.
7. **"Agreed Services"** and **"Specified Routes"** have the meaning respectively of scheduled international air services and of routes specified in the Annex to this Agreement.
8. **"Tariff"** means the prices to be paid for the 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.
9. **"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.
10. **"Territory"** in relation to a State has the meaning assigned to it in Article (2) of the Convention.
11. **"specified route"** the route established or to be established in the annex to this agreement
12. THE ANNEX TO THIS AGREEMENT IS CONSIDERED AN INTEGRAL PART THEREOF

ARTICLE 2

Applicability of Chicago Convention

The provisions of this Agreement shall be subject to the provisions of the Convention in so far as those provisions are applicable to international air services.

ARTICLE 3

Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the following rights in respect of its scheduled international air services:
 - a) The right to fly across its territory without landing;
 - b) The right to make stops in its territory for non-traffic purposes;
 - c) To make stops in the said territory at points specified in the annex, for the purpose of taking on board and discharging passengers, baggage, cargo and mail coming from or destined for points in the territory of the other contracting party, on the specified route while operating an agreed service.
2. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the appropriate section of the Schedules annexed to this Agreement. Such services and routes are hereafter called "the agreed services" and "the specified routes" respectively. While operating an agreed service on a specified route, the airline designated by each Contracting Party shall enjoy in addition to the rights specified in paragraph (1) of this Article the right to make stops in the territory of the other Contracting Party and in any third country at the points specified for that route in the schedules annexed to this Agreement for the purpose of taking on board and discharging passengers and cargo including mail, in combination or separately, without limitations regarding routes, frequencies, and flying material that can be of its own, hired or chartered.

ARTICLE 4

Designation and Authorization

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purposes of operating the agreed services on the specified routes.
2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the designated airline the appropriate operating authorizations.
3. The aeronautical authorities of one 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 conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article (3) of this Agreement, in any case where the said Contracting Party is not satisfied that:
 - a. substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline, its nationals, or both;
 - b. the airline is established in the territory of the other Contracting Party and is licensed in accordance with the applicable law of that Contracting Party;
 - c. the other Contracting Party has and maintains a principal place of business and effective regulatory control of the airline.
5. When an airline has been so designated and authorized, it may begin at any time to operate the Agreed Services in whole or in part, provided that it complies with the applicable provisions of the Agreement and that a timetable is established in accordance with the provisions of this Agreement in respect of such services.

ARTICLE 5

Revocation and Suspension of Operating Authorization

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article (3) of this Agreement by an airline designated by 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 designated airline are vested in the Contracting Party designating the airline, its nationals, or both;
 - b) In the case of failure by that designated airline to comply with laws or regulations of the Contracting Party granting these rights; or
 - c) In case the designated airline fails to operate in accordance with the conditions prescribed under this Agreement;
 - d) In any case where it is not satisfied:
 - That the airline is substantially owned and effectively controlled by the contracting party designating such airline or its nationals;

- That it hold a current air operator certificate or similar license issued by the aeronautical authority of the contracting party designating the airline, or
 - That it is incorporated and has its headquarters, central administration or the principal place of business in the territory of the contracting party designating the airline.
2. Unless immediate revocation, suspension, or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringement of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.
 3. Either Contracting Party that exercises the rights under paragraph (1) of this Article shall notify in writing the other Contracting Party immediately of the reasons for the refusal, suspension or limitation of the operating authorisation or technical permission of an airline designated by it.
 4. In exercising their rights under paragraph (1) of this Article, the Contracting Parties shall not discriminate between airlines on the grounds of nationality.

ARTICLE 6

Exemption from Customs and other Duties

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, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided that such equipment and supplies 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 that territory.
2. The following shall also be exempt from the same duties, 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 authorities of the said Contracting party, and for use on board outbound aircraft engaged in an international air service of the other Contracting Party;
 - b) Spare parts and regular equipment introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international air services by the designated airline of the other Contracting Party;
 - c) fuel and lubricants supplied in the territory of a Contracting Party to outbound aircraft of a designated airline of the other Contracting Party

engaged in 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 are taken on board;

- d) advertising materials, uniform items and airline documentation having no commercial value used by the designated airline of one Contracting Party in the territory of the other Contracting Party.

Materials referred to in sub-paragraphs (a), (b) and (c) of this paragraph may be required to be kept under customs supervision or control.

- 3. Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall be subject to a very simplified control. Baggage and cargo in direct transit only shall be exempt from customs duties and other similar taxes.
- 4. The regular airborne equipment, as well as the materials 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 the customs authorities of that territory. In such a 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.

ARTICLE 7

Competition among Airlines

- 1. Each Contracting Party shall allow a fair and equal opportunity for the designated airlines of both Contracting Parties to compete in providing the international air transportation governed by this Agreement.
- 2. The capacity of international air transport offered by the designated airlines shall be determined freely by each of them.
- 3. Neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airline of the other Contracting Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article (15) of the Convention and always on a non-discriminatory basis.
- 4. Both Contracting Parties shall adopt all such measures as required within their jurisdiction to prevent any form of discrimination or unfair competition practices affecting the competitiveness of the designated airline of the other Contracting Party.

5. Each Contracting Party shall minimize the administrative burdens of filing requirements and procedures on designated airline of the other Contracting Party and ensure that such burdens and procedures are applied upon a non-discriminatory basis.

ARTICLE 8

Tariffs

1. Each Contracting Party shall allow tariffs for air services to be established by each designated airline based upon commercial considerations in the market place. Neither Contracting Party shall require its designated airline to consult other airlines about the tariffs they charge or propose to charge for services covered by this Agreement.
2. Each Contracting Party may require notification or filing of any tariff to be charged by its own designated airline. Neither Contracting Party shall require notification or filing of any tariffs to be charged by the designated airline of the other Contracting Party. Tariffs may remain in effect unless subsequently disapproved under paragraph (5) of this Article.
3. Intervention by the Contracting Parties shall be limited to:
 - a) the protection of consumers from tariffs that are excessive due to the abuse of market power;
 - b) the prevention of tariffs whose application constitutes anti-competitive behaviour which has or is likely to have or is explicitly intended to have the effect of preventing, restricting or distorting competition or excluding a competitor from the route.
4. Each Contracting Party may unilaterally disallow any tariff filed or charged by its own designated airline. However, such intervention shall be made only if it appears to the aeronautical authority of that Contracting Party that a tariff charged or proposed to be charged meets either of the criteria set out in paragraph (3) of this Article.
5. Neither Contracting Party shall take unilateral action to prevent the coming into effect nor continuation of a tariff charged or proposed to be charged by the designated airline of the other Contracting Party. If one Contracting Party believes that any such tariff is inconsistent with the considerations set out in paragraph (3) of this Article, it may request consultations and notify the other Contracting Party of the reasons for its dissatisfaction. These consultations shall be held not later than fourteen (14) days after receipt of the request. Without a mutual agreement the tariff shall take effect or continue in effect.

ARTICLE 9

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. Without limiting their rights and obligations under 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 Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, and the provisions of multilateral agreements and protocols which will become binding on both Contracting Parties.
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 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 to the extent that such security provisions are applicable to both 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 in their territory act in conformity with such aviation security provisions.
4. Each Contracting Party agrees that such operators of aircraft shall be required to observe the aviation security provisions referred to in paragraph (3) of this Article in accordance with the laws and regulations in force required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party.
5. 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 positive 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 unlawful acts against the safety of such aircraft, their passengers and 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 an incident or threat thereof.
7. Should one Contracting Party have problems with regard to the aviation security provisions of this Article, the aeronautical authorities of either Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party.

ARTICLE 10

Aviation Safety

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within (30) thirty 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 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 that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within (15) fifteen days or such longer period as may be agreed, shall be grounds for the application of Article (5) of this Agreement.
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 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 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 a 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 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 Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article (33) of the Convention, be free to conclude that the requirements under which the certificates or licenses 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 a designated airline of one Contracting Party in accordance with paragraph (3) of this Article is denied by the 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 to in that paragraph.
- 6. Each Contracting Party reserves the right to suspend or vary the operating authorization of the designated airline of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a 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 11

User charges

- 1. Each Contracting Party shall ensure that the user charges imposed or permitted to be imposed by its competent charging bodies on the designated airline or airlines of the other Contracting Party are just these charges shall be based on sound economy principles and shall not be higher than those made by other airlines for such services.
- 2. No Contracting Party shall impose or permit to be imposed, on the designated airline or airlines of the other contracting party user charges higher than those imposed on its own designated airline or airlines operating similar international air service resign similar aircraft.

3. Each Contracting Party shall encourage consultations between its competent charging bodies and the Designated Airlines using the services and facilities. Reasonable notice shall be given whenever possible to such users of any proposal for changes in User Charges together with relevant supporting information and data, to enable them to express their views before the charges are revised.

ARTICLE 12

Applicability of National Legislation

1. The laws and regulations of a Contracting Party as to the admission to or departure from its territory of passengers, crew and cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, currency, health and quarantine shall be complied with by or on behalf of such passengers, crew or cargo upon entrance into or departure from, or while within the territory of that Contracting Party.
2. The laws and regulations of a 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 shall be applied to aircraft of the other Contracting Party while within its territory.
3. The appropriate authorities of a Contracting Party shall have the right without unreasonable delays, to search aircraft of the other Contracting Party on landing or departure and to inspect the certificates and other documents prescribed by the Convention;
4. Passenger, baggage, cargo, and mail in direct transit across the territory of either contracting party or not leaving the area of the airport reserved for such purpose shall, except in respect of security measure against violence, air piracy and narcotics control, be subject to no more than a simplified control. Such baggage, cargo and mail shall be exempt from custom duties excise duties and similar duties fees and charges not based on the cost of services provided on arrival.

ARTICLE 13

Code Sharing

1. The designated Airline (s) of both contracting parties may, either as a marketing carrier or as an operation carrier, freely enter into cooperative marketing arrangements including but not limited to blocked space and/or

code share arrangements (including third country code share arrangements), with any other airline or airlines.

2. Before providing code sharing services, the code sharing partners shall agree as to which party shall be responsible in respect of the liability and on consumer related matters, security, safety and facilitation. The agreement setting out these terms shall be filed with both Aeronautical Authorities before implementation of the code share arrangements.
3. Such arrangements shall be accepted by the Aeronautical Authorities concerned, provided that all airlines in these arrangements have the underlying traffic rights, and/or routing rights and authorizations.
4. In the event of a code share arrangement, the marketing airline should, in respect of every ticket sold, ensure that it is made 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.
5. The designated Airline(s) of each contracting party may also offer code share service between any point(s) in the territory of the other contracting party, provided that such services are operated by an airline or the other contracting party.

ARTICLE 14

Approval of Timetable

1. The designated airline or airlines of each contracting party shall submit for approval to the aeronautical authority of the other contracting party not later than thirty (30) days prior to the commencement of the agreed services on the specified routes, the timetable of intended services, specifying the frequency, the type of aircraft, configuration, nature of the service and the number of seats made available to the public. This shall likewise apply to later changes. In special cases, this time limit may be reduced subject to the said authority.
2. If a designated airline wishes to operate ad-hoc flights supplementary to those covered in the approved timetables, it shall obtain prior permission of the aeronautical authority of the contracting party concerned.

ARTICLE 15

Commercial Activities

1. The designated airline of each Contracting Party shall have the right to establish offices in the territory of the other Contracting Party for the promotion and sale of air services.
2. The designated airlines of each Contracting Party shall be entitled, in accordance with the laws, regulations and rules of the other Contracting Party relating to entry, residence and employment, to bring in and maintain in the territory of the other Contracting Party managerial, sales, technical, operational and other specialist staff required for the provision of air services.
3. The designated airline of each Contracting Party may engage in the sale of air services in the territory of the other Contracting 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.
4. Each designated airline shall have the right to convert and remit to its country, on demand, local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof at the rate of exchange applicable to current transactions and remittance on the date the carrier makes the initial application for remittance.
5. The designated airline of each Contracting Party shall be permitted to pay for local expenses, including purchases of fuel, in the territory of the other Contracting Party in local currency. At their discretion, the designated airline of each Contracting Party may pay for such expenses in the territory of the other Contracting Party in freely convertible currencies according to local currency regulation.
6. Notwithstanding anything contained in this Article, the exercise of rights under this Article shall be in accordance with the applicable domestic laws, regulations and rules, and the Contracting Parties stipulate that the laws, regulations and rules shall be administered in a non-discriminatory fashion and consistent with the purposes of the Agreement.
7. Notwithstanding any other provision of this Agreement, designated airlines and indirect providers of cargo transportation of both Contracting Parties shall be permitted, without restriction, to employ in connection with international air services any surface transportation for cargo to or from any points in the territories of the Contracting Parties or in third countries,

including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. The designated airlines may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of cargo air services. Such intermodal cargo services may be offered at a single, through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation.

ARTICLE 16

Exchange Information

1. The aeronautical authorities of both contracting parties shall exchange information as promptly as possible, concerning the current authorizations extended to their respective designated airline or airlines to render service to, though, and from the territory of the contracting party. This will include copies of current certificates and authorizations for services on specified routes, together with amendments or exemption orders.
2. Each contracting party shall cause its designated airline or airlines to provide to the aeronautical authority of the other contracting party upon request, such periodic or other statements of statistics relating to the traffic carried on the agreed services showing the points of embarkation as may be reasonably required for the purpose of reviewing the operations on the agreed services.

ARTICLE 17

Consultations

1. In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall 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 Annexed Schedules and shall consult when necessary to provide for modifications thereof.
2. Either Contracting Party may request consultation in writing which shall begin within a period of (60) sixty days of the date of receipt of the request, unless both Contracting Parties agree to an extension of this period.

ARTICLE 18

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 (3) 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 (60) sixty 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 (60) sixty 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, at the request of either Contracting Party, appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.
3. The Contracting Parties shall comply with any stipulation, provisional ruling or final decision of the tribunal.
4. The cost of the arbitration tribunal and any other costs shall be borne in equal parts by the Contracting Parties.
5. If and as 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 right or privileges which it has granted by virtue of this agreement to the Contracting Party in default or to the designated airline in default

ARTICLE 19

Amendments OF AGREEMENT

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, such modifications, if agreed between the Contracting Parties and if necessary after consultation in accordance with

Article (14) of this Agreement, shall come into effect when confirmed by an exchange of notes, through the diplomatic channels.

2. If the amendment relates to the provisions of the Agreement other than those of the annexed schedules, the amendment shall be approved by each Contracting Party in accordance with its legal procedures.
3. If the amendment relates only to the provisions of the Annex to this Agreement, it may be agreed upon directly between the aeronautical authorities of both Contracting Parties and would be effective from the date agreed upon by the aeronautical authorities.

ARTICLE 20

Registration with the International Civil Aviation Organization

This Agreement and any subsequent amendments thereto shall be registered with the International Civil Aviation Organization by the State where the signature of the Agreement will take place.

ARTICLE 21

Recognition of Certificates and Licences

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating services provided for in this Agreement, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention. Each Contracting Party reserves 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 or rendered valid for them by the other Contracting Party or by any other State.
2. If the privileges or conditions of the licences or certificates referred to in paragraph (1) of this Article, issued by the Aeronautical Authorities of one Contracting Party to any person or designated airline or in respect of an aircraft operating the agreed services on the specified routes would permit a difference from the standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the Aeronautical Authorities of the other Contracting Party may request consultations in accordance with Article (14) of this Agreement with the Aeronautical Authorities of that Contracting Party with a view to satisfying

themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement will constitute grounds for the application of Article (5) of this Agreement.

ARTICLE 22

Conformity with Multilateral Conventions

If a general multilateral air transport convention or agreement comes into force in respect of both Contracting Parties, this Agreement and its Annexes shall be deemed to be amended accordingly.

ARTICLE 23

Termination

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. In such case the Agreement shall terminate (12) twelve 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. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received (14) fourteen days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 24

Entry into Force

This Agreement shall be approved according to the legal procedures in each Contracting Party and shall come into force on the date of the receipt of the last notification, through diplomatic channels, by the Contracting Parties confirming the fulfillment of the said procedures.

In witness whereof, the undersigned, being duly authorized thereto by their respective governments, have signed this Agreement.

Done at.....this day of.....in duplicate, in English, all texts being equally authentic.

.....
For the Government of the
United Republic of Tanzania

.....
For the Government of the
Republic of Sierra Leone

ANNEX

Route Schedule (1)

1. Routes to be operated by the designated airlines of the Republic of Sierra Leone

(1)	(2)	(3)	(4)
From	Intermediate Points	To	Beyond Points
Any points in Sierra Leone	Any points	Dar es Salaam Kilimanjaro Zanzibar	Any points

2. The designated airline of the Government of the Republic of Sierra Leone may, on all or any flights, omit calling at any of the points in columns (2) and (4) of this Route Schedule, provided that the agreed services on these routes begin at a point in column (1).

Route Schedule (2)

1. Routes to be operated by the designated airline of the designated airlines of the United Republic of Tanzania

(1)	(2)	(3)	(4)
From	Intermediate Points	To	Beyond Points
Any points in United Republic of Tanzania	Any points	Any points in the Republic of Sierra Leone	Any points

2. The designated airline of the Government of the United Republic of Tanzania may, on all or any flights, omit calling at any of the points in columns (2) and (4) of this Route Schedule, provided that the agreed services on these routes begin at a point in column (1).

Fifth Freedom Traffic Rights (3)

Exercise of fifth freedom traffic rights for passengers will be considered by the aeronautical authorities of both Contracting Parties on a case-by-case basis. Fifth freedom for cargo may be exercised by the designated airlines of Contracting Parties unrestrictedly.