

BILATERAL AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE
FEDERAL DEMOCRATIC REPUBLIC OF
ETHIOPIA
AND
THE GOVERNMENT OF
THE REPUBLIC OF SIERRA LEONE

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PREAMBLE

The Governments of the Federal Democratic Republic of Ethiopia and the Republic of Sierra Leone (hereafter jointly referred to as the 'Contracting Parties' and in the singular as a 'Contracting Party');

REAFFIRMING their obligation under the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944;

Taking note of the Yamoussoukro Declaration on a New African Air Transport Policy adopted on 7th October, 1988;

Considering the Resolution adopted by the African Ministers responsible for civil aviation, in Mauritius on the 9th of August, 1994;

BEING committed to the full implementation of the Yamoussoukro Decision of November 14, 1999 and endorsed by the Heads of States of Organization for Africa Unity (OAU) in July 2000 related to the liberalization of access to air transport markets in Africa;

BEING: committed to: initiative of the African Union to create a single unified air transport market in Africa to advance the liberalization of civil aviation in Africa and act as an impetus to the continent's economic integration agenda;

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;

RECOGNIZING the necessity to contribute to the progress of international civil aviation;

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

HEREBY AGREE as follows:

ARTICLE 1
DEFINITIONS

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

- (a) The term '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 12 May 1994;
- (b) The term "Aeronautical Authorities" means in the case of the Federal Democratic Republic of Ethiopia, Ethiopian Civil Aviation Authority and, in the case of the Republic of Sierra Leone, the Sierra Leone Civil Aviation Authority or in both cases any person or body, authorized to exercise the functions presently assigned to the said authorities;
- (c) The term "Agreed services" means scheduled air services on the routes specified in the Annex (es) to this Agreement for the transportation of passengers, cargo and mail, separately or in combination;
- (d) The term "Agreement" means this Agreement, its Annex (es), and any amendments thereto;
- (e) The term "air service", "international air service", "airline" and "stop for non-traffic purposes" have meanings respectively assigned to them in Article 96 of the Convention;
- (f) 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 annex adopted under article 90 of that Convention and any amendment of the Annexes or Convention under articles 90 and 94 thereof so far as those Annexes and amendments are applicable to both Contracting Parties;
- (g) The term "designated airline" means an eligible airline which one Contracting Party has designated, in accordance with Article 7 of the present Agreement, for operation of the agreed air services;
- (h) The term "Eligible Airline" means any African air transport company fulfilling the requirements set forth in Article 6, subparagraph 6.9 of the Yamoussoukro Decision;
- (i) The term "Executing Agency" has its meaning provided for in Article 9 (4) of the Yamoussoukro Decision;
- (j) The term "ground equipment", "aircraft stores" and "spare parts" have the meanings respectively assigned to them in Annex 9 of the Convention;

- (k) The term "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which these prices apply, including commission charges and other additional remuneration for agency or sale of transportation documents but excluding remuneration and conditions for the carriage of mail;
- (l) 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 the Yamoussoukro Decision.
- (m) The term "territory" has the meaning given to it under Article 2 of the Convention;
- (n) The term "User charge" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo; and
- (o) The term "Yamoussoukro Decision" means the Decision Relating to the Implementation of the Yamoussoukro Declaration Concerning the liberalization of Access to Air Transport Markets in Africa" adopted by the Assembly of Heads of States and Government in Lome, Togo, on 12 July 2000.

ARTICLE 2
GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of operating air services on the routes specified in the schedules of the Annex. Such routes are hereinafter called specified routes.
2. Subject to the provisions of the present Agreement the airline designated by each Contracting Party shall enjoy, while operating international air services:
 - (a) the right to fly without landing across the territory of the other Contracting Party;
 - (b) the right to make stops in the said territory for non-traffic purposes;
 - (c) the right to embark and disembark in the territory of the other Contracting Party passengers, baggage, cargo and mail while operating the agreed service;

- (d) the right to embark and disembark in the territory of third countries at the points specified in the Annex of the present Agreement passengers, baggage, cargo and mail destined for or coming from points in the territory of the other Contracting Party, specified in the Annex of the present Agreement.

(e) Other rights specified in the agreement

(3) The designated airline may exercise unrestricted 5th Freedom traffic rights at Intra-African points in accordance with the Yamoussoukro Decision.

(4) The Airlines of each Contracting Party, other than those designated in terms of Article 7, shall also have the rights provided for in paragraphs (a) and (b) of sub-Article (2)

(5) Nothing in paragraph 2 of this Article shall be deemed to confer on the designated airline of one Contracting Party the privilege of embarking, in the territory of the other Contracting Party, passengers, baggage, cargo and mail carried for remuneration or hire and destined for another point in the territory of that Contracting Party.

(6) If because of armed conflict, natural calamities, political disturbances or disruptive developments, the designated airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate rearrangements.

ARTICLE 3

PRINCIPLES GOVERNING THE OPERATION OF THE AGREED

SERVICES

- (1) The designated airlines of each Contracting Party shall be allowed fair and equitable treatment in order that it may enjoy equal opportunity in the operation of the agreed service. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and unfair competitive or predatory practices adversely affecting the competitive position of the designated airlines of the other Contracting Party in the exercise of its rights and entitlements as set out in this Agreement and in accordance with the Institutional and Regulatory texts of the Yamoussoukro Decision.
- (2) There shall be no limits on the number of frequencies and capacity offered on air service linking any intra-African city per combinations between the Contracting Parties. Each designated airline shall be allowed to mount and operate such capacity and frequency as such airline deems appropriate.
- (3) Consistent with the rights referred to in sub-Article (2), the Contracting Parties shall not unilaterally limit the volume of traffic, the type of aircraft to be operated or the number of flights per week.

ARTICLE 4

APPLICATION OF NATIONAL LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircraft engaged in international air navigation or flights of such aircraft over that territory shall apply to the designated airline of the other Contracting Party.
2. The laws and regulations of one Contracting Party governing entry into, sojourn in, and departure from its territory of passengers, crew, baggage, cargo or mail, such as formalities regarding entry, exit, emigration and immigration, as well as customs and sanitary measures shall apply to passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airline of the other Contracting Party while they are within the said territory.
3. Passengers, baggage, cargo and mail in direct transit across the Territory of either Contracting Party, and not leaving the area of the airport reserved for such purposes, shall except in respect of security measures, narcotics control or in special circumstances, be subject to no more than a simplified control.
4. Neither Contracting Party may grant any preference to its own airline nor any other airline(s) with regard to the designated airline of the other Contracting Party in the application of the laws and regulations provided for in this Article.

ARTICLE 5

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 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, and any other agreement governing civil aviation security binding upon 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 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, crew, carry-on items, and 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 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. Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party subjected to an act of unlawful seizure or other acts of unlawful interference which is on the ground in its Territory is detained thereon unless its departure is necessitated by the overriding duty to protect the lives of its passengers and crew.
7. When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Party may request immediate consultations with the aeronautical authorities of the other 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 Party. When required by an emergency, a party may take interim action prior to the expiry of 30 (thirty) days.

ARTICLE 6 AVIATION SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrews, 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 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 (fifteen) days or such longer period as may be agreed, shall be grounds to 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 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 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 the 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 revoke 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

DESIGNATION AND OPERATING AUTHORIZATION

1. Each Party shall have the right to designate an airline or airlines that meet the eligibility criteria defined in Article 6.9 of the Yamoussoukro Decision to operate the agreed services, subject to reciprocity. Such designation shall be notified to the other Party in writing through diplomatic channels.
2. Each Party may designate an airline of another State Party to the Yamoussoukro Decision to operate air services on behalf of that Party, in accordance with the provisions of Article 6.2 of the Decision.
3. A contracting party shall have the right to designate an Eligible African airline effectively controlled and substantially owned by citizens of African countries, and this airline shall be accepted by the other contracting parties.
4. The Aeronautical Authorities of one Contracting Party may require the airline designated by the other Contracting Party to prove that it is:-
 - (a) legally established in accordance with the regulations applicable in a State Party to this Decision;
 - (b) have its headquarters, central administration and principal place of business physically located in the State concerned;
 - (c) duly licensed by a State Party as defined in Annex 6 of the Chicago Convention;
 - (d) fully owned or have a long-term lease exceeding six months on an aircraft and have its technical supervision;
 - (e) adequately insured with regard to passengers, cargo, mail, baggage and third parties in an amount at least equal to the provisions of the International Conventions in force;
 - (f) capable of demonstrating its ability to maintain standards at least equal to those set by ICAO and to respond to any query from any State to which it provides air services;
 - g) effectively controlled and substantially owned by the State Party or its nationals.
5. The Aeronautical Authorities which have received the notification of designation shall, subject to the provisions of paragraphs 3 of this Article, grant without delay to the designated airline of the other Contracting Party the necessary operating authorization.
6. Each Contracting 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 paragraph 2 of Article 2 (Grant of rights) of this Agreement, in any case where, subject to any special agreement between the Contracting

Parties, it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or its nationals.

7. 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 Article 15 (Approval of timetable) of this Agreement in respect of such services and that the tariffs to be applied thereon have been filed under Article 16 (Tariffs) of this Agreement.

ARTICLE 8

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 2 of the present 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 such right, if:
 - (a) the airline does not fulfill the criteria stated in sub paragraph four of Article 7,
 - (b) the said airline is an eligible airline as set forth in Article 6.9 of the Yamoussoukro Decision; or
 - (c) the said airline fails to comply with or has infringed the laws or regulations of the Contracting Party granting these rights, or
 - (d) the said airline fails to operate the agreed services in accordance with the conditions prescribed under the present Agreement.
2. Such a right shall be exercised only after consultation with the other Contracting Party, unless immediate revocation, suspension or imposition of the conditions provided for under paragraph 1 of this Article is essential to prevent further infringements of laws and regulations.
3. In the event of action by one Contracting Party under this Article, the rights of the other Contracting Party under Article 20 (Dispute Settlement) shall not be prejudiced.
4. 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.
5. In exercising their rights under paragraph (1) of this Article, the Contracting Parties shall not discriminate between airlines on the grounds of nationality.

ARTICLE 9

RECOGNITION OF CERTIFICATES AND LICENSES

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one of the Contracting Parties shall, during the period of their validity, be recognized as valid by the other Contracting Party, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.
2. If the privileges or conditions of a license or certificate issued or rendered valid by a Contracting Party permit a difference from the standards established in terms of the Convention, whether or not that difference has been filed with the International Civil Aviation Organization, the other Contracting Party may, without prejudice to the rights of the first Contracting Party, request consultations in accordance with Article 19 of this Agreement with the first Contracting Party with a view to satisfying itself that the practice in question is acceptable to it.
3. Each Contracting Party reserves the right, however, to refuse to recognize as valid, for the purpose of flights over its own territory, certificates of competency and licenses granted to or rendered valid for its own nationals by the other Contracting Party or by any other State.

ARTICLE 10
CUSTOMS DUTIES AND OTHER TAXES

1. Each Contracting Party shall on a basis of reciprocity exempt a designated airline of the other Contracting Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores (including liquor, tobacco) and other products destined for sale to passengers in limited quantities during a flight and other items intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline of such other Contracting Party operating the agreed services.
2. The exemptions granted by this Article shall apply to the items referred to in paragraph 1 of this Article:
 - (a) Introduced into the territory of one Contracting Party by or on behalf of a designated airline of the other Contracting Party;
 - (b) Retained on board aircraft of a designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party;
 - (c) Taken on board aircraft of a designated airline of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services; whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption provided the ownership of such items is not transferred in the territory of the said Contracting Party.

3. The regular airborne equipment, as well as the materials and supplies normally retained on board of the aircraft of a designated airline of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.
4. 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 at the utmost be subject to a very simplified control. Baggage and cargo in direct transit shall be exempted from duties and taxes, customs duties included.
5. The exemptions provided for in this Article shall be available in situations where a designated airline of a Contracting Party has entered into arrangements with another airline or airlines for the loan or transfer in the Territory of the other Contracting Party of the items referred to in sub-Articles (1) and (2): Provided that such other airline similarly enjoys such exemptions from the other Contracting Party.
6. Each Contracting Party shall undertake to exempt the airline designated by the other Contracting Party from payment of any state or local community taxes on its revenues earned while operating international air services.

ARTICLE 11
USER CHARGES

1. Each Contracting Party shall use its best efforts to ensure that user charges imposed or permitted to be imposed by its competent authorities on the designated airline of the other Contracting Party are just and reasonable. It shall be based on sound economic principles.
2. Charges for the use of airport and air navigation facilities and services offered by one Contracting Party to the designated airline of the other Contracting Party shall not be higher than those which have to be paid by national aircraft operating on scheduled international services.
3. Each Contracting Party shall encourage consultations between its responsible charging bodies and the designated airline using the facilities and services. Reasonable advance notice shall, whenever possible, be given to the designated airline of any proposals for changes to charges referred to in this Article, together with relevant supporting information and data, to enable it to express and have its views taken into account before any changes are made.

ARTICLE 12
COMMERCIAL ACTIVITIES

1. The designated airline of one Contracting Party may, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and

employment, bring in and maintain in the territory of the other Contracting Party managerial, sales, technical, operational and other specialist staff required for the operation of the agreed services.

2. Such representatives and staff requirements mentioned in paragraph 1 of this Article may, at the option of the Designated Airline, be satisfied by its own personnel of any nationality or by using the services of any other airline, organization or company operating in the Territory of the other Contracting Party and authorized to perform such services in the Territory of such other Contracting Party.
3. For the commercial activities the principle of reciprocity shall apply. The competent authorities of each Contracting Party shall ensure the implementation of the provisions of this Agreement.
4. Each Contracting Party grants to the designated airline of the other Contracting Party the right to engage in the sale of air transportation in its territory directly and, at the airline's discretion, through its agents. Each 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 subject to the national laws and regulations.
5. The designated airline of each Contracting Party shall have the right to pay for local expenses in the Territory of the other Contracting Party in local currency, or in freely convertible currencies, provided that this accords with local currency regulations.
6. The designated airline of each Contracting Party shall have an equal opportunity to employ, subject to the laws and regulations of the other Contracting Party, the local technical and commercial personnel for the performance of the agreed services on the specified routes and to establish and operate offices in the territory of the other Contracting Party.
7. In operating the agreed services on the specified routes, the designated airline of one Contracting Party may enter into commercial arrangements including but not limited to code-sharing agreement with -
 - a) an airline of its side,
 - b) an airline or airlines of the other Contracting Party
 - c) an airline of a third country

Provided that the airlines involved in such arrangements hold the underlying traffic rights and meet the requirements applied to the agreement.

8. The provisions in paragraph (6) of this Article on third party code share are, however, subject to the conditions that all airlines in such arrangements:
 - a) have received approval from and meet the requirements applied to such arrangements by the aeronautical authorities of the Contracting Parties;
 - b) hold the underlying traffic rights and meet the terms of this Agreement.

- c) provide the consumers with the proper information concerning such code-sharing and/or blocked space arrangements.

ARTICLE 13

CONVERSION AND TRANSFER OF REVENUES

1. Each Contracting Party shall grant to the designated airline of the other Contracting Party the right of free transfer of the excess of receipts over expenditure earned by this airline in the territory of the other Contracting Party in connection with the carriage of passengers, baggage, mail and cargo. Such transfer shall be at the official rate of exchange, where such a rate exists or otherwise at a rate equivalent to that at which the receipts were earned. If such transfers are regulated by a special Agreement between the Contracting Parties, this special Agreement shall apply.
2. If a Contracting Party imposes restrictions on the transfer of excess of receipts over expenditure by the Designated Airlines of the other Contracting Party, the latter shall have a right to impose reciprocal restrictions on the Designated Airlines of the first Contracting Party.
3. In the event that there exists, a special agreement between the Contracting Parties for the avoidance of double taxation, or in the case where there is a special agreement ruling the transfer of funds between the two Contracting Parties, such agreement shall prevail.

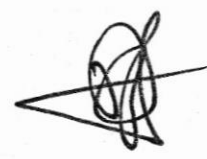
ARTICLE 14 – TAXATION

1. Profits from the operation of the aircraft of a designated airline in international traffic shall be taxable only in the territory of the Party in which the place of effective management of that airline is situated.
2. Capital represented by aircraft operated in international traffic by a designated airline and by movable property pertaining to the operation of such aircraft shall be taxable only in the territory of the Party in which the place of effective management of the airline is situated.
3. Where a special agreement for the avoidance of double taxation with respect to taxes on income and on capital exists between the Parties, the provisions of the latter shall prevail.

ARTICLE 15

TARIFFS

1. Each party shall allow prices for air transport to be established by each designated airline based upon commercial consideration in the market place.
2. In the case of a tariff increase, there shall be no approval required by the aeronautical authorities of the Contracting Party concerned for a tariff to be charged by the designated airlines of Contracting Parties for the carriage of passenger, cargo and mail.



The airlines shall in this case file such tariff with the competent authorities thirty (30) working days before they enter into effect.

3. The provisions of sub article two is not applicable in the case of lowering of a tariff, which takes immediate effect according to the will of the airline.
4. Except as otherwise provided in this Article, neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by a Designated Airline of either Contracting Party for international air transportation.
5. Intervention by the Contracting Parties shall be limited to:-
 - (a) Prevention of Tariffs whose application constitutes anti-competitive behavior which has or is likely to or intended to have the effect of crippling a competitor or excluding a competitor from a route;
 - (b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - (c) Protection of Designated Airlines from prices that are artificially low.

ARTICLE 16 GROUND HANDLING SERVICES

1. Subject to the laws and regulations of each Contracting Party, each designated airline shall have the right in the territory of the other Contracting Party to engage self-handling or, at its discretion, the right to choose among authorized competitive providers that provide ground handling services in whole or in part.
2. Where applicable laws and regulations limit or prohibit self-handling, and where there is no effective competition between providers amongst ground-handling service providers, each designated airline shall be given a non-discriminatory treatment as regards access to self-handling and ground handling services provided by one or more authorized service providers.

ARTICLE 17 ENVIRONMENT

1. The Parties support the need to protect the environment by promoting the sustainable development of aviation. The Parties agree with regard to operations between their respective territories to comply with the ICAO Standards and Recommended Practices (SARPs) of Annex 16 and the existing ICAO policy and guidance on environmental protection.
2. In addition, they shall encourage global initiatives which are inherent in the preservation and protection of biodiversity, the concern about the environmental impact, ecosystems and sustainable development of commercial aviation.

ARTICLE 18

TIME-TABLE SUBMISSION

As long in advance as practicable, but not less than thirty (30) days, before the introduction of an agreed service or any modification thereof, or within thirty (30) days after receipt of a request from the Aeronautical Authorities, the designated airline of one Contracting Party shall submit to the Aeronautical Authorities of the other Contracting Party information regarding the nature of service, time-tables, types of aircraft including the capacity provided on each of the specified routes and any other information for approval.

ARTICLE 19

PROVISION OF STATISTICS

The Aeronautical Authorities of both Contracting Parties shall supply each other, on request, with periodic statistics and other similar information relating to the traffic carried on the agreed services.

ARTICLE 20

CONSULTATION

Either Contracting Party may at any time request consultations on any problem related to this Agreement. Such consultations shall begin within a period of sixty (60) days from the date the other Contracting Party receives the request, unless otherwise agreed by the Contracting Parties.

ARTICLE 21

DISPUTE SETTLEMENT

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 between the Aeronautical Authorities of the Contracting Parties.
2. If the said Aeronautical Authorities fail to reach an agreement through negotiation, the dispute shall be settled through diplomatic consultation.

ARTICLE 22

AMENDMENT

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it shall request consultation in accordance with the provisions of Article 19 of this Agreement and consultation will be confirmed by an exchange of diplomatic notes.

2. If the amendment relates to the provisions of the Agreement other than those of the Annex, the amendment shall be approved by each Contracting Party in accordance with its constitutional procedures.
3. If the amendment relates only to the provisions of the Annex it shall be agreed upon between the Aeronautical Authorities of both Contracting Parties.
4. In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound, the present Agreement shall be so modified as to conform to the provision of such convention.

ARTICLE 23

TERMINATION

1. Each Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate the present Agreement. Such notice shall simultaneously be communicated to the International Civil Aviation Organization.
2. This Agreement shall be terminated at mid night (at the place of receipt of the notice) after twelve (12) months from the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by mutual Agreement before the expiry of this period.
3. In default of acknowledgment of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date on which the International Civil Aviation Organization will have received communication thereof.

ARTICLE 24

REGISTRATION WITH ICAO

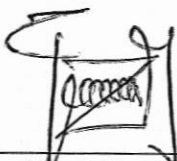
This Agreement and any subsequent amendments thereto shall be registered with the International Civil Aviation Organization.

ARTICLE 24
ENTRY INTO FORCE

This Agreement and its Annexes shall enter into force provisionally from the date of its signature and definitively upon exchange of notes through diplomatic channels, on the fulfillment of the constitutional requirements for the entry into force of International Agreements in each Contracting Party.

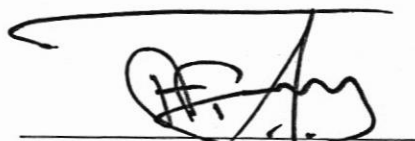
IN WITNESS WHERE OF the undersigned being duly authorized thereto by their respective Governments, have signed the present Agreement:

Done aton the day of 2023 in the English language.



Mr. Getachew Mengistie
Director General
Ethiopian Civil Aviation Authority

For the delegation of the Aeronautical Authority of the
Federal Democratic Republic of Ethiopia



Mr. Alhaji Fanday
Honorable Minister of Transport and Aviation
The Republic of Sierra Leone

For the delegation of Aeronautical Authority of the
Republic of Sierra Leone

ANNEX

Section I: Route Schedule

For the Designated Airline of the Federal Democratic Republic of Ethiopia

<u>Points in Ethiopia</u>	<u>Intermediate Points</u>	<u>Points in Sierra Leone</u>	<u>Beyond Points</u>
Any International Airport	Any point	Any International Airport	Any point

For the Designated Airline of the Government of the Republic of Sierra Leone

<u>Points in Sierra Leone</u>	<u>Intermediate Points</u>	<u>Points in Ethiopia</u>	<u>Beyond Points</u>
Any International Airport	Any point	Any International Airport	Any point

Section II: Frequency and Capacity

Within Africa, the designated airlines of both parties have the right to operate unlimited frequency for both Passenger &/or Cargo operation without any restriction on Aircraft type.

Section III: Traffic Rights

The designated airlines of both parties have the right to exercise full 3rd, 4th and 5th freedom traffic rights within Africa

Exercise of 5th freedom traffic rights on points beyond Africa are subject to negotiation and agreement between the Aeronautical Authority of the two Parties.

Section IV: Operational Flexibility

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