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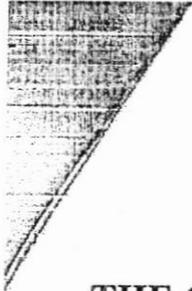
# **AIR SERVICES AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF  
THE REPUBLIC OF SIERRA LEONE**

**AND**

**THE GOVERNMENT OF  
THE STATE OF KUWAIT**



**AIR SERVICES AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE  
AND  
THE GOVERNMENT OF THE STATE OF KUWAIT**

The Government of the Republic of Sierra Leone and the Government of the State of Kuwait hereinafter called the Contracting Parties,

Desiring to foster the development of Air Services between the Republic of Sierra Leone and State of Kuwait to promote in the greatest possible measure international co-operation in this field,

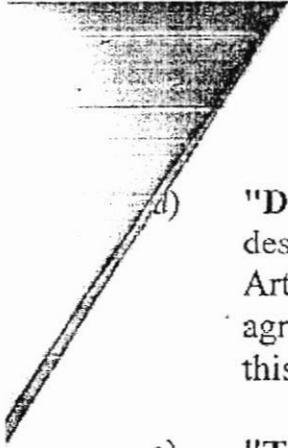
Desiring to apply to these services the principles and provisions of the Convention on International Civil Aviation and of the International Air Services Transit Agreement opened for signature at Chicago on the seventh day of December 1944,

Have agreed as follows:

**Article 1  
DEFINITIONS**

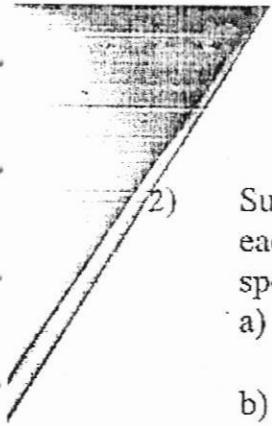
For the purpose of this Agreement, unless the text otherwise requires: -

- a) **"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 Convention under Articles 90 and 94 thereof so far as these Annexes and amendments have been adopted by both Contracting Parties;
- b) **"Agreement"** means this Agreement, the Annex attached thereto, and any modifications to the Agreement or to the Annex;
- c) **"Aeronautical Authorities"** means in the case of the Republic of Sierra Leone, the Department of Civil Aviation – Ministry of Transport and Aviation, in the case of the State of Kuwait, the Directorate General of Civil Aviation, or in both cases any other person or agency authorised to perform the functions exercised at present by the said authorities;

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- d) **"Designated Airline"** means any airline that one Contracting Party has designated in writing to the other Contracting Party in accordance with Article 3 of this Agreement as being an airline which is to operate the agreed air services on the routes specified in accordance with Article 2 of this Agreement;
- e) **"Territory" "Air Service" "International Air Service" "Stop For Non Traffic Purposes"** and **"Airline"** shall for the purpose of this Agreement, have the meaning laid down in Articles 2 and 96 of the Convention;
- f) **"Capacity"** means: -
- I) in relation to an aircraft, the payload of that aircraft available on a route or a section of a route.
  - II) in relation to a specified air service, the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period on a route or a section of a route.
- g) **"Tariff"** means the prices to be paid for the carriage of passengers, baggage and freight 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;
- h) **"Schedule"** means the route schedule annexed to this Agreement or as amended in accordance with the provisions of paragraph (3) of Article 16 of this Agreement. The Schedule forms an integral part of this Agreement and all references to the Agreement shall include reference to the Schedule except where provided in this Agreement.
- i) **"User Charge"** means a charge made to airlines for the provision of airport, air navigation or aviation security property, or facilities.

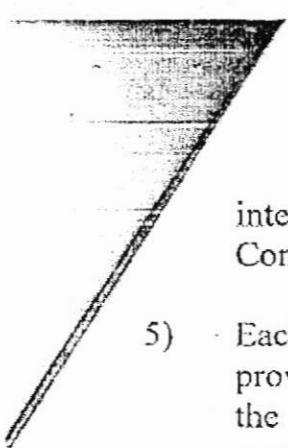
## Article 2 GRANTING OF RIGHTS AND PRIVILEGES

- 1) Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its designated airline(s) to establish and operate international air services on the routes specified in the appropriate section of the Schedule thereto (hereinafter called **"AGREED SERVICES"** and **"SPECIFIED ROUTES"** respectively).

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- 2) Subject to the provisions of this Agreement, the designated airline(s) of each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following privileges:
- a) to fly without landing across the territory of the other Contracting Party,
  - b) to make stops in the said territory for non-traffic purposes, and
  - c) to make stops in the said territory at the point or points specified for that route in the Schedule for the purpose of discharging and of taking on international traffic in passengers, mail and cargo.
- 3) Nothing in paragraph 1 of this Article shall be deemed to confer on a designated airline(s) of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

### Article 3 DESIGNATION AND AUTHORISATION

- 1) Each Contracting Party shall have the right to designate in writing to the other Contracting Party an airline or airlines for the purpose of operating the agreed services on specified routes.
- 2) The agreed services on the specified routes may be started at any time, provided:
  - a) the Contracting Party to whom the rights specified in Article 2 of this Agreement have been granted, has designated an airline or airlines in writing, and
  - b) the Contracting Party granting these rights has authorized the designated airline(s) to initiate the air services.
- 3) The Contracting Party granting these rights shall, subject to the provisions of paragraphs (4) and (5) of this Article, give without undue delay the said authorization to operate the agreed services, provided that a tariff in respect of the agreed services shall have been established in accordance with the provisions of Article 13 of this Agreement.
- 4) The airline(s) designated by either Contracting Party may be required to satisfy the other Contracting Party that it is qualified to fulfill the conditions prescribed by the laws and regulations normally and reasonably applied by this Contracting Party to the operation of



international air services in conformity with the provisions of the Convention.

- 5) Each Contracting Party may withhold the exercise of the privileges provided for in Article 2 of this Agreement from an airline designated by the other Contracting Party if such airline is not able to prove upon request that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in its nationals or corporations.

#### **Article 4**

### **REVOCATION, LIMITATION AND IMPOSITION OF CONDITIONS**

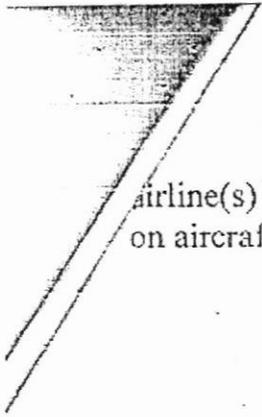
- 1) Each Contracting Party shall have the right to suspend the exercise by the designated airline(s) of the other Contracting Party of the privileges specified in Article 2 of this Agreement or to impose such conditions as it may deem necessary on the exercise by that airline(s) of those privileges where the airline(s) fails to comply with the laws or regulations of the Contracting Party granting those privileges or otherwise fails to operate in accordance with the conditions prescribed in this Agreement; provided that, unless immediate suspension or imposition of conditions is considered necessary to prevent further infringement of laws or regulations or is in the interest of aviation safety, such right shall be exercised only after consultation with the other Contracting Party in accordance with Article 16 of this Agreement.
- 2) In the event of action by one Contracting Party under this Article, the other rights of both Contracting Parties shall not be prejudiced.

#### **Article 5**

### **AIRPORTS AND FACILITY USER CHARGES**

Each of the Contracting Parties may impose and/or permit to be imposed just and reasonable charges for the use of airports and other facilities under its control.

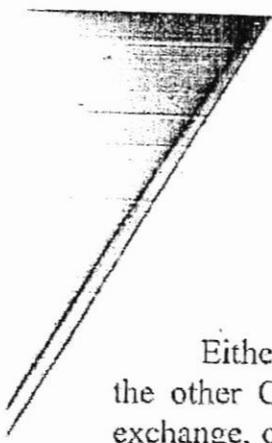
The Charges imposed in the territory of either Contracting Party for the use of airports and other aviation facilities on the aircraft of the designated



airline(s) of the other Contracting Party shall not be higher than those imposed on aircraft of the national airline(s) engaged in similar international air services.

**Article 6**  
**EXEMPTIONS FROM CUSTOM DUTIES**  
**AND OTHER CHARGES**

- 1) Aircraft operated on international air services by the designated airline(s) of one Contracting Party, as well as their regular equipment, spare parts, supplies of fuels and lubricants and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.
- 2) Supplies of fuels, lubricants, spare parts, regular equipment and aircraft stores introduced in the territory of each Contracting Party or on behalf of the designated airline(s) of the other Contracting Party or taken on board the aircraft operated by such designated airline(s) and intended solely for use in the operation of international air services shall be exempt from all national duties and charges, including customs duties and inspection fees imposed in the territory of the first Contracting Party, even when those supplies are to be used on the parts of the journey performed over the territory of the Contracting Party in which they are taken on board. The materials referred to above may be required to be kept under customs supervision or control.
- 3) The regular airborne equipment, spare parts, aircraft stores and supplies of fuels and lubricants 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 Contracting Party, who may require that those materials be placed under their supervision up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.
- 4) Moveable properties of the designated airline(s) of one Contracting Party such as office equipment, stationery, travel documents including airline tickets, airway bills as well as publicity material and give-away items, introduced in the territory of the other Contracting Party shall be exempt from all customs duties, inspection fees and other duties or taxes.



**Article 7**  
**FINANCIAL PROVISIONS**

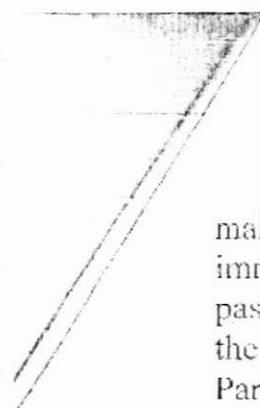
Either Contracting Party undertakes to grant the designated airline(s) of the other Contracting Party the right of free transfer, at the official rate of exchange, of the excess of receipts over expenditure achieved in its territory in connection with the carriage of passengers, baggage, mail shipments and freight by the designated airline(s) of the other Contracting Party. Whenever the payments system between the Contracting Parties is governed by a special agreement, that agreement shall apply.

**Article 8**  
**TECHNICAL AND COMMERCIAL REPRESENTATION**

- 1) The designated airline(s) of one Contracting Party shall have the right to maintain its own representation in the territory of the other Contracting Party.
- 2) The designated airline(s) of one Contracting Party may, in accordance with the laws and regulations of the other 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 provision of air services.
- 3) In case of nomination of a general agent or general sales agent, this agent shall be appointed in accordance with the relevant applicable laws and regulations of each Contracting Party.
- 4) In accordance with the national laws and regulations applicable at each Contracting Party, each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly or through its agents and any person shall be able to purchase such transportation.

**Article 9**  
**ENTRY AND CLEARANCE REGULATIONS**

- 1) The laws, rules and regulations in force at one Contracting Party relating to entry into or departure from its territory of passengers, crew, cargo and



mail of aircraft (such as regulation relating to entry, clearance, immigration, passports, customs and quarantine) shall be applicable to the passengers, crew, cargo and mail of the aircraft of an airline designated by the other Contracting Party while in the territory of the first Contracting Party.

- 2) The laws and regulations of a Contracting Party relating to the admission to, stay in, or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of both Contracting Parties without distinction as to nationality, and shall be complied with by such aircraft upon entering or departing from or while within the territory of that Contracting Party.
- 3) Passengers, baggage, cargo and mail in transit across the territory of a Contracting Party shall be subject to a simplified form of customs and/or immigration control. Baggage, cargo and mail shall be exempt from customs duties, inspection fees and other national duties and charges if in direct transit.

## Article 10

### CAPACITY PROVISIONS

- 1) There shall be fair and equal opportunity for the designated airline(s) of each Contracting Party to operate the agreed services on any specified route in accordance with Article 2 of this Agreement between their respective territories.
- 2) In the operation of the agreed services on the specified routes in accordance with Article 2 of this Agreement, the designated airline(s) of either Contracting Party shall take into account the interests of the designated airline(s) of the other Contracting Party so as not to affect unduly the air services which the latter airline operates over the whole routes or parts thereof.
- 3) The agreed services provided by a designated airline shall retain, as their primary objective, the provision, at a reasonable load factor, of capacity adequate to meet the current and reasonably anticipated requirements for the carriage of passengers, mail and cargo, originating from or destined for the territory of the Contracting Party designating the airline. The right of the designated airline(s) of either Contracting Party to embark or to

disembark at the point in the territory of the other Contracting Party international traffic destined for or coming from third countries shall be in accordance with the principles that such traffic will be of a supplementary character and capacity shall be related to:

- a) traffic demands between the territory of the Contracting Party designating the airline(s) and the points on the specified routes;
  - b) traffic requirements of the areas through which the airline passes, after taking account of other air services operated by the airlines of the states comprising the area, and
  - c) the requirements of through airline operation.
- 4) The capacity to be provided including the frequency of services and the type of aircraft to be used by the designated airline(s) of the Contracting Parties on the agreed services shall be agreed upon by the Aeronautical Authorities.

#### **Article 11**

### **APPROVAL OF FLIGHT SCHEDULES**

- 1) The designated airlines shall communicate to the Aeronautical Authorities of the Contracting Parties not later than thirty days prior to the initiation of the agreed services on the specified routes in accordance with Article 2 of this Agreement, the type of service, the types of aircraft to be used and the flight schedules. This shall likewise apply to later changes as well as before each summer and winter schedule.
- 2) The Aeronautical Authorities receiving such flight schedules shall normally approve the schedules or suggest modifications thereto. In any case the designated airlines shall not commence their services before the schedules are approved by the Aeronautical Authorities concerned. This provision shall likewise apply to later changes.

#### **Article 12**

### **INFORMATION AND STATISTICS**

The Aeronautical Authorities of either Contracting Party shall furnish to the Aeronautical Authorities of the other Contracting Party at their request such periodic or other statistical data as may be reasonably required for the purpose of reviewing the capacity provided by the designated airline(s) of the first

Contracting Party on the specified routes in accordance with Article 2 of this Agreement. Such data shall include all information required to determine the amount of traffic carried.

### Article 13 ESTABLISHMENT OF TARIFFS

- 1) The tariffs of any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation; reasonable profit, characteristics of service on the variable routes (such as standards of speed and accommodation) and the tariffs of other airlines for any part of the specified route, these tariffs shall be fixed in accordance with the following provisions of this Article.
- 2) The tariffs referred to in Paragraph (1) of this Article shall, if possible, be agreed in respect of each of the specified routes between the designated airlines concerned in consultation when necessary with other airlines operating over the whole or part of that route, and such agreement shall, whenever possible, be reached through the rate-fixing machinery of the International Air Transport Association (IATA). The tariffs so agreed shall be subject to the approval of the Aeronautical Authorities at least 90 days prior to the proposed date of introduction of these tariffs. This period can be reduced in special cases by agreement with the Aeronautical Authorities concerned
- 3) If the designated airlines cannot agree on any of these tariffs or if for some reason a tariff cannot be agreed in accordance with the provisions of paragraph (2) of this Article, the Aeronautical Authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.
- 4) If the Aeronautical Authorities cannot agree on the approval of any tariff submitted to them under paragraph (2) of this Article or on the determination of any tariff under paragraph (3), the matter shall be referred to the Contracting Parties for settlement in accordance with the provisions of Article 17 of this Agreement.
- 5) Pending determination of the tariffs in accordance with the provisions of this Article, the tariffs already in force shall prevail. Nevertheless, a tariff shall not be prolonged by virtue of this paragraph for more than 12 months after the date on which it otherwise would have expired.

## Article 14 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 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 days or such longer period as may be agreed shall be grounds for the application of Article 4 of this Agreement.
- 3) Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any aircraft operated by the airline or airlines 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 authorised 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 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 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 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 Convention.

- 5) In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline(s) of one Contracting Party in accordance with paragraph 3 of this Article above 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 above 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 above shall be discontinued once the basis for the taking of that action ceases to exist.
- 8) Certificates of airworthiness, certificates of competency and licenses 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 licenses 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 licenses granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.
- 9) If the privileges or condition of the licenses or certificates referred to in paragraph 8 of this Article above, issued by the Aeronautical Authorities of one Contracting Party to any person or designated airline(s) 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 16 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 4 of this Agreement.

## Article 15

### AVIATION SECURITY

- 1) The Contracting Parties reaffirm, consistent with their rights and obligations under international law, that their obligations 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 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, 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 convention on aviation security to which the Contracting Parties shall become party.
- 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 standards and, so far as they are applied by them, the Recommended Practices established by the International Civil Aviation Organization and designated as Annexes to the Convention; and shall require that operators of aircraft of their registry, operators 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. In this paragraph the reference to

aviation security Standards includes any difference notified by the Contracting Party concerned.

- 4) Each Contracting Party shall ensure that effective measures are taken within its territory to protect aircraft, to screen passengers and their carry-on items, and to carry out appropriate checks on crew, cargo (including hold baggage) and aircraft stores prior to and during boarding or loading and that those measures are adjusted to meet the increase in the threat. Each Contracting Party agrees that its designated airline(s) may be required to observe the aviation security provisions referred to in paragraph (3) required by the other Contracting Party for entrance into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall also act favorably upon 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 as rapidly as possible commensurate with minimum risk to life such incident or threat.
- 6) Each Contracting Party shall take such measures, as it may find practicable, to ensure that an aircraft subject to an act of unlawful seizure or other acts of unlawful interference which has landed in its territory is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.

#### Article 16

#### CONSULTATIONS AND MODIFICATIONS

- 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) Each Contracting Party may at any time request consultations with the other Contracting Party for the purpose of amending this Agreement or the Schedule. Such consultations shall begin within a period of 60 days from the date of receipt of such request. Any amendment to this

Agreement agreed to as a result of such consultations shall be approved by each Contracting Party in accordance with its constitutional procedures and shall enter into force on the date of exchange of diplomatic notes indicating such approval.

- 3) If the amendment relates only to the Schedule, the consultations shall be between the Aeronautical Authorities of both Contracting Parties. When these authorities agree on a new or revised Schedule, the agreed amendments shall come into force as soon as they have been confirmed by an exchange of diplomatic notes.

### **Article 17**

### **SETTLEMENT OF DISPUTES**

- 1) If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavor to settle it by negotiations between themselves.
- 2) If the Contracting Parties fail to reach within 60 days a settlement by negotiations they shall refer the dispute for decision to a person or body or at the request of one of the Contracting Parties to an arbitration tribunal. The arbitration tribunal shall be composed as follows:
  - a) Each Contracting Party shall nominate an arbitrator; if one Contracting Party fails to nominate its arbitrator within 60 days, such arbitrator shall be nominated by the President of the Council of the International Civil Aviation Organization at the request of the other Contracting Party.
  - b) The third arbitrator, who shall be a national of a third state and who shall preside over the arbitration tribunal, shall be nominated either,
    1. by agreement between the Contracting Parties; or
    2. if within 60 days the Contracting Parties do not so agree, by appointment of the President of the Council of the International Civil Aviation Organization by the request of either Contracting Party.
- 3) The arbitral tribunal shall reach its decisions by a majority of votes. Such decisions shall be binding on both Contracting Parties. Each Contracting Party shall bear the cost of his own member as well as of his representation in the arbitral proceedings; the cost of the Chairman and

any other cost shall be borne in equal parts by the Contracting Parties. In all other respects, the arbitral tribunal shall determine its own procedure.

### **Article 18**

## **TERMINATION**

Either Contracting Party may at any time notify the other Contracting Party in writing through diplomatic channels of his decision to terminate this Agreement. A copy of the notice shall be sent simultaneously to the Secretary General of the International Civil Aviation Organization. If such notice is given, this Agreement shall terminate twelve months after the date of receipt by the other Contracting Party of the notice to terminate, unless by agreement between the Contracting Parties the notice under reference is withdrawn before the expiry of that period. If the other Contracting Party fails to acknowledge receipt, notice shall be deemed to have been received fourteen days after the date of the receipt by the Secretary General of the International Civil Aviation Organization of his copy.

### **Article 19**

## **CONFORMITY WITH MULTILATERAL CONVENTIONS**

In the event of a general multilateral air transport convention accepted by the Contracting Parties entering into force, the provisions of such convention shall prevail. Any discussions with a view to determining the extent to which this Agreement is terminated, superseded, amended or supplemented by the provisions of the multilateral convention, shall take place in accordance with paragraph (2) of Article 16 of this Agreement.

### **Article 20**

## **REGISTRATION**

This Agreement shall be registered with the International Civil Aviation Organization.

**Article 21  
TITLES**

Titles are inserted in this Agreement at the head of each Article for the purpose of reference and convenience and in no way to define, limit or describe the scope or intent of this Agreement.

**Article 22  
ENTRY INTO FORCE**

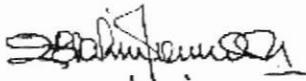
This Agreement shall enter into force after fulfilment of the internal legal requirements by each Contracting Party, which shall notify each other of the fulfilment of such requirements through exchange of the diplomatic notes.

The Agreement shall come into force on the first day of the next month from the date of the receipt of the last notification.

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

Done at the State of Kuwait this day, 25<sup>th</sup> of April 2011, in two originals, in the Arabic and English languages, all texts being equally authentic. However, in case of divergence of interpretation of this Agreement or its Annex the English text shall prevail.

For  
the Government of the  
Republic of Sierra Leone



H.E. Ibrahim Bakarr Kamara  
Ambassador – Embassy of The  
Republic of Sierra Leone in the  
State of Kuwait

For  
the Government of the  
State of Kuwait



Eng. Nabil Al-Zamel  
Deputy Director of Civil Aviation for  
Aviation Safety and Air Transport  
Affairs

## Route Schedule

### Section 1:

Routes to be operated by the designated airlines of the Republic of Sierra Leone in both directions:

<b>Points of Origin</b>	<b>Intermediate Points</b>	<b>Points of Destination</b>	<b>Points Beyond</b>
Points in the Republic of Sierra Leone	Any Points	Points in the State of Kuwait	Any Points

### Section 2:

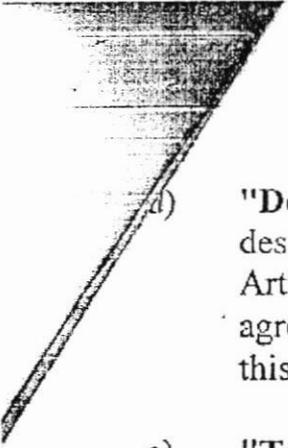
Routes to be operated by the designated airlines of the State of Kuwait in both directions:

<b>Points of Origin</b>	<b>Intermediate Points</b>	<b>Points of Destination</b>	<b>Points Beyond</b>
Points in the State of Kuwait	Any Points	Points in the Republic of Sierra Leone	Any Points

### Notes:

- (i) Intermediate points and points beyond may, at the option of the designated airlines, be omitted on any or all flights provided that the agreed services on these routes begin and terminate at a point in the territory of the Contracting Party designating the airline.
- (ii) The designated airlines of either Contracting Party, on any or all flights, may exercise fifth freedom traffic rights at any of the intermediate and/or beyond points.

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- d) **"Designated Airline"** means any airline that one Contracting Party has designated in writing to the other Contracting Party in accordance with Article 3 of this Agreement as being an airline which is to operate the agreed air services on the routes specified in accordance with Article 2 of this Agreement;
  - e) **"Territory" "Air Service" "International Air Service" "Stop For Non Traffic Purposes" and "Airline"** shall for the purpose of this Agreement, have the meaning laid down in Articles 2 and 96 of the Convention;
  - f) **"Capacity"** means: -
    - I) in relation to an aircraft, the payload of that aircraft available on a route or a section of a route.
    - II) in relation to a specified air service, the capacity of the aircraft used on such service multiplied by the frequency operated by such aircraft over a given period on a route or a section of a route.
  - g) **"Tariff"** means the prices to be paid for the carriage of passengers, baggage and freight 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;
  - h) **"Schedule"** means the route schedule annexed to this Agreement or as amended in accordance with the provisions of paragraph (3) of Article 16 of this Agreement. The Schedule forms an integral part of this Agreement and all references to the Agreement shall include reference to the Schedule except where provided in this Agreement.
  - i) **"User Charge"** means a charge made to airlines for the provision of airport, air navigation or aviation security property, or facilities.

## **Article 2**

### **GRANTING OF RIGHTS AND PRIVILEGES**

- 1) Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its designated airline(s) to establish and operate international air services on the routes specified in the appropriate section of the Schedule thereto (hereinafter called **"AGREED SERVICES"** and **"SPECIFIED ROUTES"** respectively).