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FREETOWN

BILATERAL AIR SERVICES AGREEMENT

BETWEEN

GOVERNMENT OF REPUBLIC OF SIERRA LEONE

AND

GOVERNMENT OF REPUBLIC OF NIGER

BILATERAL AIR SERVICES AGREEMENT

BETWEEN

GOVERNMENT OF REPUBLIC OF SIERRA LEONE

AND

GOVERNMENT OF REPUBLIC OF NIGER

3. Principles Governing Operations of Agreed Services

With regard to Article 5 (Principles Governing Operation of Agreed Services) of the Air Services Agreement, both Delegations confirmed that there shall be no restrictions whatsoever on the routes, capacity, the number of frequencies and types of aircraft, whether owned or leased (dry or wet leased), to be operated by the Designated Airline(s) of each Contracting Party in passenger and/or all-cargo services, separately or in combination, as per the Route Schedule annexed to the Air Services Agreement.

4. Exercise of Fifth Freedom Traffic Rights

With regard to Paragraph 2 of the Annex to the Air Services Agreement, both Delegations confirmed that, in addition to full unrestricted third and fourth freedom traffic rights, the Designated Airlines of each Contracting Party are entitled to exercise full unrestricted fifth freedom traffic rights at any intermediate and/or beyond points of their own choice while operating any type of services (passenger and/or all-cargo, separately or in combination).

5. Non-Scheduled/Charter Operations

Both Delegations agreed to allow unrestricted non-scheduled/charter passenger and/or all-cargo services, separately or in combination, to the same extent as set out in Paragraphs 3 and 4 above.

6. Code-Sharing

Both Delegations agreed that the designated airline(s) of each Party may, either as an operating carrier or as a marketing carrier, freely enter into co-operative marketing arrangements including but not limited to blocked space and/or code share arrangements with any other airline or airlines (including third country code share arrangements).

7. Avoidance of Double Taxation

Both Delegations agreed to recommend to their respective competent authorities to conclude an agreement for the avoidance of double taxation on revenues arising from their airlines' activities and income earned by their employees when stationed in the territory of the other Contracting Party.

This Memorandum of Understanding shall come into effect on the date of its signature and shall supersede all previous Memoranda between the Contracting Parties.

Signed in Dubai on 22nd August 2011.

For the Government of
United Arab Emirates

For the Government of the
Republic of Sierra Leone

AIR SERVICES AGREEMENT BETWEEN THE REPUBLIC OF SIERRA LEONE AND THE REPUBLIC C NIGER

PREAMBLE

The Republic of Sierra Leone and the Republic of Niger (jointly referred to as the Contracti Parties and in the singular as a Contracting Party) ;

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago the seventh day of December, 1944 ;

Noting the Yamoussoukro Decision relating to the implementation of the Yamoussouk Declaration concerning the liberation of Access to Air Transportation Market in Africa on November 1999 as endorsed by the summit of the Organization of African Unity (OAU) Heads State in July 2000;

Acknowledging the importance of air transportation as a means of creating and preservi friendship, understanding and co-operation between the peoples of the two countries;

Desiring to contribute to the progress of international air transport opportunities;

Desiring to facilitate the expansion of international air transport opportunities;

Desiring to conclude an Agreement, for the purpose of establishing and operating air servic between and beyond their respective territories;

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

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

HEREBY AGREE as follows:-

ARTICLE 1
DEFINITIONS

For the purpose of this Agreement and any annex attached hereto, unless the context otherw requires the terms and the expressions below have the following meanings:

a) **"Abuja Treaty"** : the Treaty establishing the African Economic Community adopted Abuja, Nigeria on the 3rd day of June 1991 and which entered into force on 2th May 19

b) **"Aeronautical Authorities"** : in the case of the Republic of Sierra Leone, the Cabir Secretary in charge of Civil Aviation and in the case of the Republic of Niger, the Minis in charge of Civil Aviation; in either case, any person or body authorized under its laws perform a particular function to which this Agreement relates;

c) **"Agreed services"** : the scheduled international air services which may be operated virtue of this Agreement;

d) **"Agreement'** : this agreement, the Annex thereto and any amendments to t Agreement or to the Annex;

e) **"Aircraft equipment" " aircraft stores"** and **"spare parts"** : as respectively assign to them in Annex 9 of the Convention;

f) **"air service" , "international air service" , "Airline(s) and "stop for non-traf purposes"** : as respectively assigned to them in Article 96 of the Convention;

g) **"Annex"** : the route schedule annexed to this Agreement and any clauses or not appearing in such Annex and any modification made thereto in accordance with tl provisions of Articles 16 and 18 of this Agreement;

h) **"Code-sharing"** : a commercial arrangement whereby passengers of two or mo Airline(s) travel together on one aircraft earing the Airline(s) flight code of two or mo Airline(s);

i) **"Countries bound by the Yamoussoukro Decision"** :

I) The African States signatories to the Abuja Treaty and who have not filed form notification to withdraw from the Yamoussoukro Decision" ; and

II) Any other Country which though not Party to the said Treaty, has declared in writir its intention to be bound by the Yamoussoukro Decision.

j) **"Convention"** : the Convention on International Civil Aviation, opened for signature a Chicago on 7th December 1944 and includes; (i)any amendment thereto which ha

entered into force under Article 94 (a) thereof and has been ratified by both Contracti Parties and (ii) any Annex or any amendment thereto adopted under Article 90 of tl Convention, in so far as such amendment or annex is at any given time effective for bc Contracting Parties;

k) **"Designated Airline(s)"** : the Airline(s) which has/have designated and authorized accordance with Article 3 of this Agreement;

l) **"Decision"** : the Decision relating to the implementation of the Yamoussoul Declaration concerning the Liberalization of Access of Air Transport of 14th November 19 as endorsed by the OAU Heads of State on 11th July 2000 including the Appendices a Amendments;

m) **"Full cost"** : the cost of providing service plus a reasonable charge for administrat overhead;

n) **"Scheduled services"** : those services operated regularly by a designated airline according to schedules published in advance to cover a time table period;

o) **"Specified routes"** : the air routes as set forth in the Annex thereto on which the agre service may be operated;

p) **"Tariff"** : the fare or rate to be paid for the carriage of passengers and their baggage a cargo (other than mail) and the conditions governing the availability or applicability of tl fare or rate, introducing the charges and conditions for services ancillary to the carriage

q) **"Territory"** : the meaning assigned to it in article 2 of the Convention;

r) **"Traffic"** : the carriage of passengers, cargo and mail;

s) **User charges"** : fees or rates levied for the use of airports, navigational facilities and otl related services offered by one Contracting Party to the other.

ARTICLE 2
RIGHTS AND PRIVILEGES OF DESIGNATED AIRLINE(S)

1. Each Contracting Party grants to the other Contracting Party, the rights specified in t Agreement for the purpose of establishing the agreed services on the specified routes the annexes to this Agreement. The Airline(s) designated by each Contracting Party sl enjoy, while operating the agreed services on the specified route, the following rights:

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(2) of the rights specified in Article 2 of this Agreement.

ARTICLE 3
DESIGNATION AND AUTHORIZATION OF AIRLINES

1. The party designating the Airline(s) shall maintain and administer the standards set forth in Article 6 (Safety) and Article 7 (Aviation Security) of this Agreement.

2. When an Airline has been so designated and authorized, it may begin at any time to operate the agreed services provided that a tariff established in accordance with the provisions of Article 9 of this Agreement is in force in respect of that service.

ARTICLE 4
REVOCATION AND SUSPENSION OF OPERATING AUTHORIZATION

1. Each Contracting Party shall have the right to revoke or suspend an operating authorization for the exercise of the rights specified in Article 2 of this Agreement by the designated Airline(s) of the other Contracting Party, or to impose such conditions may deem necessary on the exercise of these rights.
2.
   a) Where it is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or its nationals.

   b) Where the airline fails to comply with the laws and the regulations in fore in the territory of the Contracting Party granting these rights; or

   c) Where the Airline(s) otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

   d) The Other party is not maintaining and administering the standards as set forth in Article 6 (Safety) of this Agreement.

ARTICLE 4
REVOCATION AND SUSPENSION OF OPERATING AUTHORIZATION

3. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringements of the laws or the regulations of the provisions of this Agreement, such right of revocation or suspension shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party.

ARTICLE 5
APPLICABILITY OF NATIONAL LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party relating to admission to, flight within or departure from its territory of aircraft of its designated Airline(s) engaged in international air navigation, or to the operation or navigation of such aircraft while within its territory shall likewise apply to the aircraft of the Designated Airline of the other Contracting Party and shall be complied with by such aircraft upon entering or departing from or while within the territory of that Contracting Party.

2. The laws and regulations of one Contracting Party relating to admission to, stay in, or departure from its territory of passengers, crew or cargo including mail, such as regulations relating to entry, exit, emigration, immigration, passports as well as customs and sanitary measures, shall apply to passengers, crew or cargo including mail carried by the aircraft of the designated Airline of the other Contracting Party upon entry or departure from or while within the territory of the said Contracting Party.

3. Traffic in direct transit across

4. 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.

5. Neither Contracting Party may grant any preference to its own Airline with regard to the designated Airlines of the other Contracting Party in the application of the laws and regulations indicated in this Article.

6. Each Contracting Party shall, upon request of the other Contracting Party supply the copies of the relevant laws, regulations and procedures referred to in this Agreement.

ARTICLE 6 :
SAFETY

1. Each Party shall recognize as valid, for the purpose of operating the air transportation provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Party and still in force, provided that the requirements for such certificates or licenses are at least equal to the minimum standards that may be established pursuant to the Convention.

2. Each Party reserved the right, however, to refuse to recognize, for the purpose of flights undertaken pursuant to rights granted under Article 2 (Rights and Privileges of Designated Airline(s), certificates of competency and licenses granted to its own nationals by the other Contracting Party.

3. Either Party may request consultation concerning the Safety Standards maintained by the other Party relating to aeronautical facilities, air crews, aircraft and operation of the Designated Airlines. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards and requirements in these areas that are at least equal to the minimum standards that may be established pursuant to the Convention, the other party shall be notified of such findings and the steps considered necessary to confirm with these minimum standards, and the other party shall take appropriate corrective action.

4. Each Party reserves the right to withhold, revoke, or limit the operating authorization or technical permission on an Airline or airlines designated by the other party in the event the other Party does not take such appropriate corrective action immediately.

ARTICLE 7
AVAITION 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 16th December 1970 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation signed at Montreal on 23rd eptember1971, and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International civil Aviation, signed at Montreal on 24th February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of retention, signed at Montreal on 1st March 919 insofar

as both Contracting Parties are party to these conventions 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. The parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the convention on International Civil Aviation to the extent that such security provisions are applicable to the Parties; they shall require that operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports I their territory act in conformity with such aviation security provisions.

3. Each Contracting Party agrees that such operations of aircraft may be required to observe the aviation security provisions referred to in paragraph

ARTICLE 7
AVAITION SECURITY

(2) above required by the other Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect ath airra 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 sympathetic consideration to any request for the other Contracting Party for reasonable special security measures to meet a particular threat.

4. 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 of air navigation facilities occur, 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 with the minimum risk of life.

ARTICLE 8
FAIR COMPETITION

1. Each Party shall allow a fair and equal opportunity for the Designated Airline(s) of both Parties to compete in providing the international air transportation covered by this Agreement.

2. Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the Airline(s) of the other party.

3. Neither Party shall unilaterally limit the volume of traffic frequency or regularity of service, or aircraft type or types operated by the Designated Airline(s) of the other Party, in terms of this Agreement, except as ay be required for customs, technical, operational or environment reasons under uniform conditions consistent with Article 15 of the Convention.

4. Either Party may require filing of schedules or operational plans by airlines of the other Party for approval. Provided such a requirement may be on anon-discriminatory basis. If a Party requires filings it shall minimize the administrative burden of filing requirement and procedures on air transportation intermediaries and on designated airlines of the other party.

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

ARTICLE 9
PRICING

1. Each Party shall allow prices for air transportation to be established by each Designed airline based up commercial considerations in the market place. Intervention by the Parties shall be limited to;

a) Prevention of unreasonably discriminatory prices or practices;

b) Protection of consumers from prices that are reasonably high or restrictive due to the abuse of a dominant position; and

c) Protection of Airlines from prices that is artificially low.

2. Each Party may require notification to or filing with its aeronautical authorities of prices to be charged to or from its territory by Airlines of the other Party. Notification or filing by the Airline(s) of both Parties may be required no more than 30 days before the proposed date of effectiveness. In individual cases, notifications for filing may be permitted on shorter notice than normally required. If a Party permits an Airline to file on short notice, the price shall become effective on the proposed date for traffic originating in the territory of that Party.If a Party believes that a price proposed to be

charged by an Airline of the other Party for international air transportation between the territories of parties is inconsistent with.

3. considerations set forth in paragraph 1 of this Article, it shall notify the other Party of the reasons for its dissatisfaction as soon as possible.

4. Except as otherwise provided in this Article, neither Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by an Airline of either Party for international Air transportation between the territories on interline basis. If either Party believes that any such price is inconsistent with the considerations as set forth in paragraph 1 of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the parties shall cooperate in secure

ARTICLE 9

PRICING

information necessary for reasoned resolution of the issue. If the Parties reach Agreement with respect to a price for which a notice of dissatisfaction has ben given, each Party shall use its efforts to put that Agreement into effect. Without such mutual Agreement, the previously existing price shall continue in effect.

ARTICLE 10

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

1. Aircraft operated on international air services by the Designated Airline of either Contracting Party, as well as their regular equipment supplies of fuel and lubricants and aircraft stores (including food, beverages and tobacco) board such aircraft shall be exempted from all customs duties, taxes, inspection fees and other similar charges n 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 on the journey performed over that territory.

2. There shall also be exempt from the same duties, taxes, fees and charges with the exception of charges corresponding to the service performed:

a) Aircraft stores taken on board in the territory and for use onboard outbound aircraft of the other Contracting Party engaged on international air services.

b) Spare parts introduced into the territory of either Contracting Party for maintenance or repair of aircraft used on international air services by a the Designated Airlines of the other Contracting Party;

c) Fuel and lubricants supplied in the territory on a Contracting Party to an outbound aircraft of the Designated Airlines of the other Contracting Party, engaged on an international air service even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they will have been taken onboard.

d) Materials referred to in sub-paragraphs a, b and c above may be required to be kept under Customs supervision or control.

e) The regular airborne equipment as well as the material and supplies retained on board the aircraft of either Contracting Party may be unloaded in the territory of the Contracting Party only with the approval of Customs Authorities of that territory. In such cases, 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 11
USER CHARGES

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

2. User charges imposed on the Airlines of the other Party may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport, environmental, air navigation, and aviation security facilities and services at the airport or within the airport system. Such full cost may include a reasonable return on assets, after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis.

3. Each Party shall encourage consultations between the competent charging authorities or bodies in its territory and the Airlines using the services and facilities, and shall encourage

the competent charging authorities or bodies and the Airlines to exchange such information as may e necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs (1) and (2) of this Article. Each Party shall encourage the competent charging authority to provide users with reasonable notice of any proposal for changes in user charges to enable users to express their view, and have their views taken into account, before changes are made.

4. Neither Party shall be held, in dispute resolution procedures pursuant to Article 15 and 16, to be in breach of a provision of this Article, unless (i) it falls to undertake review of the charge of practice that is the subject of compliant by the other Party within a reasonable amount of time; or (ii) following such a review it fails to take any steps within its power to remedy the charge or practice that is inconsistent with this Article.

ARTICLE 12
COMMERCIAL OPPORTUNITIES

The Airlines of each Party shall have the right to establish offices in the territory of the other Party for the promotion and sale of air transportation.

1. The Designated Airline(s) of each Party shall be entitled, in accordance with the laws and regulations of the other Party relating to entry, residence, and employment, to bring in and maintain in the territory of the other Party managerial, sale, technical, operational, and other specialized staff required for the provision of air transport.

2. Each Designated airline shall have a right to select among competing agents for ground handling services in the territory of the other Party. Ground handling services shall be available on equal basis to all Airlines; charges shall be based on costs of services provided.

3. Any airline of each Party may engage in the sale of air transportation in the territory of the other Party directly and, at the Airline' s discretion through its

   agents. Each airline shall have the right to sell such transportation; 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 remit to its country receipts in excess of sums locally disbursed in due proportion to the carriage of passengers, baggage, cargo and mail such transfers shall be affected on the basis of the foreign exchange regulations in force. If payments between the Contracting Parties are regulated by a special Agreement, this special Agreement shall apply.

5. Both parties agree in operating the Agreed Services on the Routes Schedule, the Designated Airline(s) may enter into co-operative marketing arrangements such as blocked spaced, code-sharing with;

   a) The Airlines of the other Party; and/or
   b) An airline or Airlines of a third country provided that all Airlines in such arrangements hold appropriate authorizations for such arrangements for the other Contracting Party.

ARTICLE 13

SUBMISSION OF TIME TABLE

1. The designated Airlie(s) of each Contracting Party shall, not later than thirty (30) days prior to the date of operation of the agreed services on the specified routes, submit the envisages time-table for approval to the aeronautical authority of the other Contracting Party. The same procedure shall apply to any modification thereof.

2. Such time tables shall include all relevant information necessary for the operation, including the type of service, aircraft to be used and the fight schedule.

3. For supplementary flights which the Designated Airline(s) of the one Contracting Party wishes to operate on the agreed services on the specified routes outside the approved time-table it has to request prior permission from the aeronautical authority of the other Contracting Party. Such request shall be submitted at least two working days before such flights.

4. Subject to the sub paragraphs (1) and (3) of this article, no schedule will come into force if it is not approved by the Aeronautical Authorities of the Contracting Party concerned.

5. The schedule approved for the season according to the terms of this article, will remain in force for the corresponding season until further approval.

ARTICLE 14
SUBMISSION OF STATISTICS

The Aeronautical Authorities of one Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party at their request such periodic or other statements of statistics required for the purpose of reviewing the

operations of the Designated Airline of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by the Airline on the agreed services and the origins and destinations of such traffic.

ARTICLE 15
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.

2. If the Contracting Parties fail to reach a settlement by negotiations, they may agree to refer the dispute for decision to some person or body; if they do not so agree, the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrators one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt be either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified or if the third arbitrator is not appointed within the period specified, the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case may be within a period of thirty (30) days. In each case, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.

3. Except as otherwise agreed, the arbitral shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedural rules and shall determine the place of arbitration having regard to the circumstances of the case. The tribunal, once formed, may recommend interim relief measure pending its final determination. At the direction of the tribunal or at the request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than 5 days after the tribunal is fully constituted.

4. Each Contracting Party shall be responsible for the cost of its designated arbitrator and subsidiary staff provided and both Contracting Parties shall share equally all such further expenses involved in the activities of the tribunal, including those of the President.

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

6. If one of the Contracting Parties does not conform to the arbitral Decision, the other Contracting Party could, as long as this omission lasts, limit, suspend or revoke the rights and privileges which it would have granted on the ground of this Agreement to the Contracting Party in default.

ARTICLE 16
CONSULTATIONS

1. Exchange of views shall take place as needed between the Aeronautical Authorities of the Contracting Parties in order to achieve closer cooperation and agreement in all matters pertaining to the application of this Agreement.

2. Either Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest dated, but not later than 60 days from the date the other Party receives the request unless otherwise agreed.

ARTICLE 17
REGISTRATION OF AGREEMENT

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

ARTICLE 18
AMENDMENTS

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, such modification, if agreed between the Contracting Parties, shall come into effect when confirmed by an Exchange of Diplomatic Notes.

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

ARTICLE 19
TERMINATION

Either Contracting Party may at any time give notice through diplomatic channels to the other Contracting Party of its intention to terminate this Agreement; such notice shall be simultaneously

communicated to the International Civil Aviation Organization. In such cases, this Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by Agreement before the expiry of this period.

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

ARTICLE 20
ENTRY INTO FORCE

This Agreement shall enter into force upon exchange of notes through the diplomatic channel confirming completion of all necessary internal procedures by each Contracting Party.

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

DONE at SANTA MARIA in CABO VERDE, on this day of 29th March, 2019 duplicated in English and French languages, all texts being equally authentic.

FOR THE GOVERNMENT
OF THE REPUBLIC OF SIERRA LEONE

Mr. SADIQ SILLAH

Hon. Deputy Minister of

Transport and Aviation

FOR THE GOVERNMENT
OF THE REPUBLIC OF NIGER

Mr. MAHAMADOU KARIDIO

Hon. Minister of Transports

ANNEX 1

ROUTES AND TRAFFIC RIGHTS

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

ROUTE SCHEDULE

FOR THE DESIGNATED AIRLINE(S) OF THE REPUBLIC OF NIGER

POINTS OF DEPARTURE	INTERDEDIATE POINTS	POINTS IN THE REPUBLIC OF SIERRA LEONE	POINTS BEYOND
Any Points	Any points	FREETOWN	Any points

FOR THE DESIGNATED AIRLINE(S) OF THE REPUBLIC OF SIERRA LEONE

POINTS OF DEPARTURE	INTERDEDIATE POINTS	POINTS IN THE REPUBLIC OF NIGER	POINTS BEYOND
Any Points	Any points	NIAMEY	Any points

NOTES ON THE ROUTES TO BE OPERATE BY THE DESIGNATED AIRLINES

Any point on the above routes may, at the option other airline concerned, be omitted on any or all flights that either begin or terminate in the territory of the country designating the airline.

TO ALL AND SINGULAR TO WHOM THESE PRESENTS SHALL COME, GREETINGS

KNOW YE THAT REPOSING SPECIAL TRUST AND CONFIDENCE IN THE INTEGRITY, PRUDENCE AND ABILITY OF **MR. SADIQ SILLA**, DEPUTY MINISTER OF TRANSPORT AND AVIATION AS CHIEF DELEGATE OF THE REPUBLIC OF SIERRA LEONE, I HEREBY INVEST HIM WITH FULL POWERS TO SIGN FOR AND PARTICIPATE ON BEHALF OF THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE IN ALL MATTERS AND PROCEEDINGS AT THE **FIRST UNWTO/ICAO MINISTERIAL CONFERENCE ON TOURISM AND AIR TRANSPORT IN AFRICA** TO BE HELD IN SANTA MARIA, SAL ISLAND, CABO VERDE FROM 27TH TO 29TH MARCH, 2019.

I ALSO INVEST LIKE POWER AND AUTHORITY IN THE UNDERMENTIONED PERSONS TO PARTICIPATE IN ALL MATTERS AND PROCEEDINGS AT THE SAID FORUM.

1. **MOSES T. BAIO** - **ALTERNATIVE CHIEF DELEGATE**
   DIRECTOR GENERAL, SIERRA LEONE CIVIL AVIATION AUTHORITY

2. **PATRICK J. KAIKAI** - **DELEGATE**
   CHAIRMAN BOARD OF DIRECTORS, SIERRA LEONE CIVIL AVIATION AUTHORITY

3. **USMAN BANYA** - **DELEGATE**
   DEPUTY SECRETARY, MINISTRY OF TRANSPORT AND AVIATION

4. **OSMAN B. JALLOH** - **DELEGATE**
   OFFICER, SIERRA LEONE CIVIL AVIATION AUTHORITY

DONE IN FREETOWN THIS 25th **DAY OF** March **IN THE YEAR OF OUR LORD TWO THOUSAND AND NINETEEN FOR AND ON BEHALF OF THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE.**

ALHAJI KANJA SESAY
MINISTER OF FOREIGN AFFAIRS AND INTERNATIONAL COOPERATION (ACTING)

UNITY FREEDOM JUSTICE

TO ALL AND SINGULAR TO WHOM THESE PRESENTS SHALL COME, GREETINGS

KNOW YE THAT REPOSING SPECIAL TRUST AND CONFIDENCE IN THE INTEGRITY, PRUDENCE AND ABILITY OF **MR. SADIQ SILLA**, DEPUTY MINISTER OF TRANSPORT AND AVIATION AS CHIEF DELEGATE OF THE REPUBLIC OF SIERRA LEONE, I HEREBY INVEST HIM WITH FULL POWERS TO SIGN FOR AND PARTICIPATE ON BEHALF OF THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE IN ALL MATTERS AND PROCEEDINGS AT THE **FIRST UNWTO/ICAO MINISTERIAL CONFERENCE ON TOURISM AND AIR TRANSPORT IN AFRICA** TO BE HELD IN SANTA MARIA, SAL ISLAND, CABO VERDE FROM 27TH TO 29TH MARCH, 2019.

I ALSO INVEST LIKE POWER AND AUTHORITY IN THE UNDERMENTIONED PERSONS TO PARTICIPATE IN ALL MATTERS AND PROCEEDINGS AT THE SAID FORUM.

1. **MOSES T. BAIO** - **ALTERNATIVE CHIEF DELEGATE**
   DIRECTOR GENERAL, SIERRA LEONE CIVIL AVIATION AUTHORITY
2. **PATRICK J. KAIKAI** - **DELEGATE**
   CHAIRMAN BOARD OF DIRECTORS, SIERRA LEONE CIVIL AVIATION AUTHORITY
3. **USMAN BANYA** - **DELEGATE**
   DEPUTY SECRETARY, MINISTRY OF TRANSPORT AND AVIATION
4. **OSMAN B. JALLOH** - **DELEGATE**
   OFFICER, SIERRA LEONE CIVIL AVIATION AUTHORITY

DONE IN FREETOWN THIS 25th **DAY OF** March **IN THE YEAR OF OUR LORD TWO THOUSAND AND NINETEEN FOR AND ON BEHALF OF THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE.**

ALHAJI KANJA SESAY
MINISTER OF FOREIGN AFFAIRS AND INTERNATIONAL COOPERATION (ACTING)

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