

دولة البحرين
State of Bahrain

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BILATERAL AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE STATE OF BAHRAIN

AND

THE GOVERNMENT OF THE REPUBLIC OF UGANDA



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AND

THE GOVERNMENT OF THE REPUBLIC OF UGANDA

The Government of The State of Bahrain and the Government of the Republic of Uganda (hereinafter referred to as "the Contracting Parties") being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944;

Desiring to conclude an agreement, for the purpose of establishing scheduled air services between and beyond their respective territories, and to ensure the highest degree of safety and security in international air transport;

Have agreed as follows:



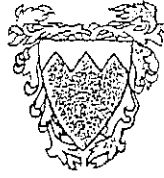
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ARTICLE 1

DEFINITIONS

1. For the purpose of this Agreement, unless the context otherwise requires:
 - (a) 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 Annexes adopted under Article 90 of that Convention and any amendment of the Annexes of the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have become effective for or been ratified by both Contracting Parties;
 - (b) the term "aeronautical authorities" means, in the case of the Government of the State of Bahrain, the Minister of Development and Industry or his designated officer, the Assistant Undersecretary for Civil Aviation, and in the case of the Government of the Republic of Uganda, the Minister of works, Transport & Communications or in both cases, any other person or body authorized to perform any functions presently exercised by the said authorities;
 - (c) the term "designated airline" means any airline which has been designated and authorized in accordance with Article 4 of the present Agreement;
 - (d) the term "tariff" means the prices to be paid for the carriage of passengers, baggage, and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services but excluding remuneration and conditions for the carriage of mail;
 - (e) the term "territory" in relation to a state has the meaning assigned to it in Article 2 of the Convention.
 - (f) the term "air service", "international air service", "airline" and "stop for non-traffic purpose" have the meaning respectively assigned to them in Article 96 of the Convention.
 - (g) the "Agreement" means this Agreement, its Annex, and any amendments thereto;



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2. *It is understood that the titles given to the Articles of this Agreement do in no way restrict or extend the meaning of any of the provisions of this Agreement.*

ARTICLE 2

APPLICABILITY OF CHICAGO CONVENTION

The provisions of the Agreement shall be subject to the provisions of the Convention insofar as those provisions are applicable to international air services.

ARTICLE 3

GRANTING OF RIGHTS

1. *Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing and operating scheduled international air services on the routes specified in the Route Schedules annexed to this Agreement. Such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively.*
2. *An airline designated by each Contracting Party shall enjoy, whilst operating an agreed service on a specified route, the following rights;*
 - (a) *to fly, without landing, over the territory of the other Contracting Party;*
 - (b) *to make stops in the said territory for non-traffic purposes; and*
 - (c) *to stop in the said territory at the points specified for that route in the Route Schedule annexed to this Agreement, for the purpose of discharging and taking on international traffic in passengers, cargo and mail.*
3. *Nothing in paragraphs 1 and 2 of this Article shall be deemed to confer on the airline of one Contracting Party the privilege of taking on, 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.*



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ARTICLE 4

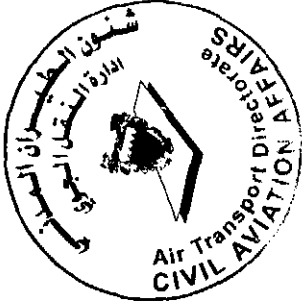
DESIGNATION AND AUTHORIZATION OF AIRLINES

1. *Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes.*
2. *On receipt of such designation, the aeronautical authorities of the other Contracting Party shall, subject to the provisions of paragraph 3 of this Article and paragraph 1 of Article 5, without delay, grant to the airline designated the appropriate operating authorizations.*
3. *The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally 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 for the exercise by the designated airline of the rights specified in Article 3 of the present Agreement, in any case, where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party.*
5. *When an airline has been designated and authorised it may begin at any time to operate the agreed service, provided that the time table and tariffs established in accordance with the provisions of Articles 9 and 15 of this Agreement is in force in respect of that service.*



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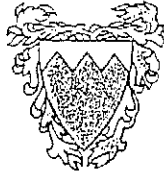
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ARTICLE 5

**REFUSAL, REVOCATION OR SUSPENSION
OF OPERATING AUTHORIZATION**

1. *Each Contracting Party shall have the right to refuse or to revoke an operating authorization or to suspend the exercise of the rights specified in paragraph 2 of Article 3 of this Agreement by the airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of the rights:*
 - (a) *in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party; or*
 - (b) *in case of failure by that airline to comply with the laws and/or regulations of the Contracting Party granting the rights; or*
 - (c) *in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.*
2. *Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringements of laws and/or regulations, such right shall be exercised only after consultation with the other Contracting Party.*
3. *In the event of action by one Contracting Party under this Article, the rights of the other Contracting Party under Article 17 shall not be prejudiced.*



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ARTICLE 6

CHARGES

The charges to be levied or permitted to be levied by either Contracting Party for the use of airports and other aviation facilities by the aircraft of the designated airline of the other Contracting Party shall be equal to those paid by its national aircraft engaged in similar international services.

ARTICLE 7

EXEMPTION FROM CUSTOMS AND OTHER DUTIES

- 1. Aircraft of the designated airline of the Contracting Party operating international services as well as supplies of fuel, lubricating oils, other consumable technical supplies, spare parts, regular equipment and stores including food, beverages and tobacco shall, upon arriving in or leaving the territory of the other Contracting Party, be exempt on the basis of reciprocity from customs duties, excise taxes, inspection fees and other similar duties or charges, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used or consumed by such aircraft on flights over that territory.*
- 2. There shall also be exempt from all import duties and taxes, on a reciprocal basis, air tickets, shipping documents, normal advertising material, airline documentation and labels for luggage, all printed with the name or the emblem of the airline, imported into the territory of either Contracting Party by the designated airline of the other Contracting Party or its agents for the exclusive use for servicing of its own aircraft and passengers.*



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3. *Regular airborne equipment, as well as materials and supplies 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 such other Party.*
4. *There shall also be exempt from the same duties, fees and charges with the exception of charges corresponding to the service performed:*
 - (a) *Aircraft stores taken on board in the territory of a Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board outbound aircraft engaged in an international air service of the other Contracting Party;*
 - (b) *Aircraft spare parts and regular equipment entered into the territory of either Contracting Party for the maintenance or repair of aircraft used on international air services by the designated airline of the other Contracting Party;*
 - (c) *Fuel and lubricants supplied in the territory of a Contracting Party to an outbound aircraft of a designated airline of the other Contracting Party engaged in an international air service, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.*
5. *Materials referred to in paragraphs 3 and 4 above may be placed under the supervision or control of the customs authorities up to such time as they may be re-exported or otherwise disposed of in accordance with customs regulations.*



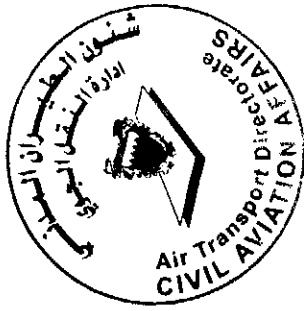
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ARTICLE 8

*PRINCIPLES GOVERNING OPERATION OF THE
AGREED SERVICES*

1. *The designated airlines of the two Contracting Parties shall be afforded fair and equal opportunity in the operation of the agreed services on the specified routes.*
2. *In operating the agreed services, the designated airline of each Contracting Party shall take into account the interests of the airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same route.*
3. *Neither Contracting Party may unilaterally impose any restrictions on the designated airline or airlines of the other Contracting Party with respect to capacity, frequency or type of aircraft employed in connection with services over any of the routes specified in the Annex to this Agreement. In the event that one of the Contracting Parties believes that the operation proposed or conducted by the airline of the other Contracting Party unduly affects the agreed services provided by its designated airline, it may request consultation pursuant to Article 16 of this Agreement.*
4. *Each Contracting Party shall permit the designated airline of the other Contracting Party to bring and maintain in the territory of the other Contracting Party, employees and other responsible personnel for the administration, technical and commercial operations of their air services activities in accordance with the entry, residence and employment rules and regulations including the agency law of the other Contracting Party.*



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ARTICLE 9

APPROVAL OF TIME-TABLES

The designated airline of either Contracting Party shall, not less than thirty (30) days prior to the date of operation of any agreed service(s), submit its proposed time-tables to the aeronautical authorities of the other Contracting Party for approval. Such time-tables shall include the type of service and aircraft to be used, the flight schedule and any other relevant information. This shall, likewise, apply to any subsequent changes. In special cases this time limit may be reduced subject to the approval of the said authorities.

ARTICLE 10

SUPPLY OF STATISTICS

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request, such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services.



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ARTICLE 11

APPLICABILITY OF LAWS AND REGULATIONS

1. *The laws and regulations of one Contracting Party shall apply to the navigation and operation of the aircraft of the airline designated by the other Contracting Party during entry into, flying over, stay in and departure from the territory of the other Contracting Party.*
2. *The laws and regulations of one Contracting Party governing entry into, stay in and departure from its territory of passengers, crew, cargo or mail such as formalities regarding entry, exit, emigration, immigration, customs, health and quarantine shall apply to passengers, crew, cargo and mail carried by aircraft of the designated airline of the other Contracting Party while they are within the said territory.*
3. *Neither of the Contracting Parties shall give preference to its own or any other airline over an airline of the other Contracting Party engaged in similar international air services in the application of its customs, immigration, quarantine and similar 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 only be subject to a very simplified control. Baggage and cargo and cargo in direct transit shall be exempt from customs duties and other similar taxes.*

ARTICLE 12

TRANSFER OF EARNINGS

Each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer in accordance with the foreign exchange regulations of the Contracting Party in the territory of which the revenue was earned, of the excess of receipts over expenditure earned by that airline in the territory of the other Contracting Party in connection with the carriage of passengers, mail and cargo.



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ARTICLE 13

RECOGNITION OF CERTIFICATES AND LICENSES

1. *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 the routes and services provide 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.*
2. *Each Contracting Party may request consultations concerning the safety standards maintained by the other Contracting Party relating to aeronautical facilities, aircrew, aircraft, and operation of the designated airlines. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards and requirements in these areas that at least equal the minimum standards which may be established pursuant to the Convention, the other Contracting Party shall be notified of such findings and the necessity to conform with these minimum standards; and the other Contracting Party shall take appropriate corrective action. Each Contracting Party reserves the right to withhold, revoke or limit the operating authorization or technical permission of an airline or airlines designed by the other Contracting Party in the event the other Contracting Party does not take such appropriate action within a reasonable time.*



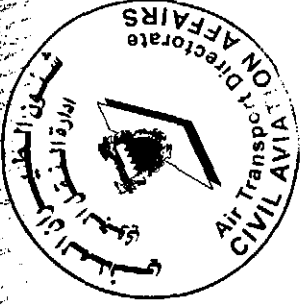
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ARTICLE 14

AVIATION SECURITY

1. *Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting their rights and obligations under international law, the Contracting Parties shall, in particular, act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft signed at the Hague on 16 December 1970 and 2 the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation signed at Montreal on 23 September 1971.*
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.*



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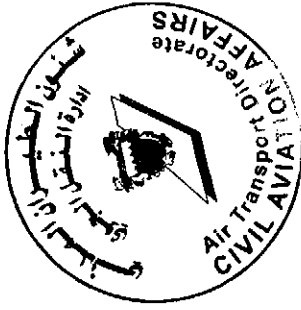
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4. *Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 above required by the other Contracting Party for entry into, departure from, or while within the 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, 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. *Should one Contracting Party have problems with regard to the aviation security provisions of this Article, the aeronautical authorities of either Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party.*

ARTICLE 15

TARIFFS

1. *The tariffs to be charged by the designated airline of both Contracting Parties must be submitted to the aeronautical authorities for approval not less than thirty (30) days of the proposed date of their introduction. In special cases this time limit can be reduced, subject to the agreement of the said authorities.*



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2. *The tariffs referred to in paragraph 1 of this Article shall be established by each designated airline based upon commercial considerations in the market place due regard being paid so as to meet the following requirements:*
 - a) *prevention of predatory or discriminatory prices or practises;*
 - b) *protection of consumers from prices that are unduly high or restrictive because of the abuse of a dominant position; and*
 - c) *protection of airlines from prices that are artificially low because of direct or indirect governmental subsidy or support.*
3. *Disapproval of a tariff application by one aeronautical authority must be communicated to the other aeronautical authority with reasons for disapproval.*
4. *If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph 1 of this Article, the dispute shall be settled in accordance with the provisions of Article 17 of this Agreement.*
5. *The tariff established in accordance with the provisions of this Article shall remain in force until a new tariff has been established.*

ARTICLE 16

CONSULTATION AND AMENDMENT

1. *In a spirit of close co-operation the two Contracting Parties or their aeronautical authorities shall consult each other from time to time with a view to ensure the implementation of and satisfactory compliance with the provisions of the Agreement and the Annex thereto.*



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2. *If either Contracting Party considers it desirable to amend the provisions of this Agreement and its Annex, it may request consultation with the other Contracting Party. Such consultation shall begin within a period of sixty (60) days from the date of the request.*
3. *Amendments relating to the provisions of the Agreement other than those of the annexed Schedules shall be approved by each Contracting Party in accordance with its constitutional procedures. Such amendments so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes.*
4. *Amendments relating only to the provisions of the annexed Schedules may be agreed upon between the aeronautical authorities of the Contracting Parties.*

ARTICLE 17

SETTLEMENT OF DISPUTES

1. *If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement and its Annex, the Contracting Parties shall, in the first place, endeavour to settle it by negotiation.*
2. *If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body; if they do not so agree, the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal, and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organisation may at the request of either Contracting Party appoint an arbitrator or arbitrators as the case requires. In all cases, the third arbitrator shall be a national of a third state and shall act as President of the arbitral tribunal.*



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3. *The Contracting Parties shall comply with any decision given under paragraph 2 of this Article.*

ARTICLE 18

TERMINATION

Either Contracting Party may, at any time, give notice to the other Contracting Party of its decision to terminate this Agreement. Such notice shall simultaneously be communicated to the International Civil Aviation Organization. In such case the 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 mutual 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 this notice by the International Civil Aviation Organization.

ARTICLE 19

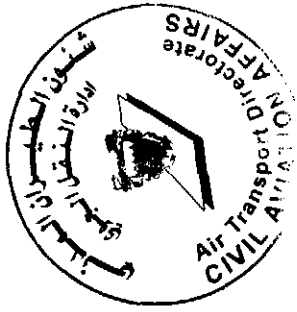
CONFORMITY WITH MULTILATERAL CONVENTIONS

This Agreement and its Annex will be amended so as to conform with any multilateral convention which may become binding upon the Contracting Parties.

ARTICLE 20

REGISTRATION WITH ICAO

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



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ARTICLE 21

ENTRY INTO FORCE

This Agreement shall enter into force after the Contracting Parties have notified each other through diplomatic notes that the constitutional requirements have been complied with.

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

DONE, in duplicate, at Bahrain the 2nd day of Oct, 1993 in the English language.

*For The Government of the
State of Bahrain*

*Yousuf Ahmed Al Shirawi
Minister of Development
and Industry*

*For The Government of the
Republic of Uganda*

*Hon. Ally M. Kirunda Kivejinja
Minister of Foreign Affairs*



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ANNEX

ROUTES SCHEDULES

SCHEDULE 1

Routes to be operated by the designated airline of the State of Bahrain:

<i>From</i>	<i>To</i>	<i>Intermediate Points</i>	<i>Points Beyond</i>
(1)	(2)	(3)	(4)
<i>Bahrain Via Gulf Air Owner States (Abu Dhabi, State of Qatar, Sultanate of Oman)</i>	<i>Points in Uganda</i>	<i>Any points</i>	<i>Any points</i>

SCHEDULE 2

Routes to be operated by the designated airline of the Republic of Uganda:

<i>From</i>	<i>To</i>	<i>Intermediate Points</i>	<i>Points Beyond</i>
(1)	(2)	(3)	(4)
<i>Points in Uganda</i>	<i>Bahrain</i>	<i>Any points</i>	<i>Any points</i>