

**AIR SERVICES AGREEMENT**  
**BETWEEN**  
**THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA**  
**AND**  
**THE GOVERNMENT OF THE REPUBLIC OF KENYA**

The Government of the People's Republic of China and the Government of the Republic of Kenya (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 and;

Desiring to facilitate friendly contacts between the peoples of China and Kenya and develop mutual relations between the two countries in the field of civil aviation;

Have agreed as follows:

**ARTICLE 1**  
**Definitions**

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

- (a) the term "aeronautical authorities" means in the case of the People's Republic of China, the Civil Aviation Administration of China, and in the case of the Republic of Kenya, the Minister in charge of Civil Aviation or in both cases, any other person or body authorized to perform any functions presently exercised by the above-mentioned authorities;
- (b) the term "Agreement" means this Agreement, its Annex and any amendment thereto;
- (c) the term "agreed services" means international air services on the specified routes for the carriage of passengers, baggage, cargo and mail as agreed between the Contracting Parties;
- (d) the term "air service" means any scheduled air service performed by aircraft for the public transport of passengers, baggage, cargo or mail;
- (e) the term "international air service" means an air service which passes through the air space over the territory of more than one state;
- (f) the term "airline" means any air transport enterprise offering or operating international air services;
- (g) the term "stop for non-traffic purpose" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo or mail;
- (h) the term "designated airline" means an airline which has been designated and authorized in accordance with Article 3 of this Agreement;
- (i) the term "specified route" means the route specified in the Route Schedule annexed to this Agreement;
- (j) the term "Route Schedule" means the Route Schedule contained in the Annex to this Agreement or as amended in accordance with the provisions of Article 19 of this Agreement. The Route Schedule forms an integral part of this Agreement;
- (k) 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 or conditions for the carriage of mail;

(l) the term "capacity" means:

(1) in relation to an aircraft, the payload of that aircraft available on a route or section of a route.

(2) in relation to a specified air service, the capacity of the aircraft used on such service multiplied by frequency operated by such aircraft over a given period on a route or section of a route.

## ARTICLE 2 Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the rights hereinafter specified in this Agreement for the purpose of operating international air services by the designated airline(s) of the other Contracting Party on a specified route. Subject to the provisions of this Agreement, the designated airline of each Contracting Party, while operating an agreed service on a specified route, shall enjoy the following rights:
  - (a) to fly without landing across the territory of the other Contracting Party along the air route(s) prescribed by the aeronautical authorities of the other Contracting Party;
  - (b) to make stops for non-traffic purpose in the said territory at point(s) to be agreed by the aeronautical authorities of the other Contracting Party; and
  - (c) to make stops at the point(s) on the specified route in the territory of the other Contracting Party for the purpose of taking on board and discharging international traffic in passengers, baggage, cargo and mail, originating in or destined for the first Contracting Party.
2. Nothing in paragraph (1) of this Article shall be deemed to confer on the designated airline(s) of one Contracting Party the privilege of embarking, in the territory of the other Contracting Party, passengers, baggage, cargo and mail carried for remuneration or hire and destined for another point in the territory of that Contracting Party.

### **ARTICLE 3**

#### **Designation and Authorization**

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified route in the Route Schedule, and to withdraw or alter such designations.
2. On receipt of such designation, the aeronautical authorities of the other Contracting Party shall without unreasonable delay, subject to the provisions of paragraph 3 and 4 of this Article, grant to the airline(s) designated in accordance with paragraph 1 of this Article the appropriate operating authorization.
3. The substantial ownership and effective control of the airline(s) designated by each Contracting Party shall remain vested in such Contracting Party or its nationals.
4. The aeronautical authorities of one Contracting Party may require the airline(s) designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions and the obligations prescribed under the laws and the regulations normally and reasonably applied to the operation of international air services by such authorities.
5. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph 2 of this Article or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 2 of this 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 its nationals.
6. After an airline has been so designated and authorized, it may commence operation of the agreed service from a date to be agreed upon through consultations between the designated airlines of both Contracting Parties in accordance with the provisions of Article 9.

### **ARTICLE 4**

#### **Revocation or Suspension of Operating Authorization**

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights granted under this Agreement to the airline designated by the other Contracting Party, or to impose such conditions as

it may deem necessary on the exercise of these rights, in any of the following cases:

- (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; or
  - (b) where that airline fails to comply with the laws and the regulations in force in the territory of the Contracting Party granting these rights; or
  - (c) where that airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.
2. Unless immediate revocation, suspension of rights or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of the laws and regulations or the provisions of this Agreement, such right shall be exercised only after consultation with the other Contracting Party.

#### **ARTICLE 5**

##### **Entry and Clearance Regulations**

1. The laws and regulations of one Contracting Party relating to the admission to, departure from or operation and navigation in its territory of aircraft engaged in the international operation shall be applicable to the aircraft of the designated airline(s) of the other Contracting Party, while entering, departing from or operating and navigating in the territory of the first 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, baggage, cargo or mail, such as laws and regulations relating to entry, clearance, immigration, passports, customs, and quarantine, shall be applicable to the passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airline(s) of the other Contracting Party while entering, staying in and departing from the territory of the first Contracting Party.
3. Other relevant laws and regulations relating to aircraft and provisions in respect of civil aviation of one Contracting Party shall be applicable to the designated airline(s) of the other Contracting Party while operating the agreed services in the territory of the first Contracting Party.

**ARTICLE 6**  
**Documents to be carried on Board Aircraft**

The aircraft of the designated airline(s) of either Contracting Party operating on the specified route(s) shall bear its nationality and registration marks and carry on board the following certificates and documents:

- (a) Certificate of registration;
- (b) Certificate of airworthiness;
- (c) Journey log sheet;
- (d) Aircraft radio station license;
- (e) Licenses or certificates for each member of the crew;
- (f) List of crew members;
- (g) List of passengers;
- (h) Manifest of cargo and mail;
- (i) General declaration;
- (j) Any other document required by the laws of the other Contracting Party.

**ARTICLE 7**  
**Aviation Security**

1. 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. 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, and the 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 multilateral agreement governing aviation security binding

upon both Contracting Parties.

2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. The Contracting Parties shall, in their mutual relations, act in conformity with the Standards and Recommended Practices relating to aviation security established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation to the extent that such Standards and Recommended Practices are applicable to the Contracting Parties. They shall require that operators of aircraft of their registry and operators of aircraft who have their principal place of business or permanent residence in their territory and operators of airport in their territory act in conformity with such aviation security provisions.
4. Both Contracting Parties agree that such operators of aircraft may be required to observe the aviation security provisions established by the other Contracting Party as referred to in paragraph (3) of this Article 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 safety of the aircraft prior to and during boarding or loading, and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to 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.

#### **ARTICLE 8**

##### **Safety Standards, Certificates and Licenses**

1. Certificates of airworthiness, certificates of competency and licenses, issued or rendered valid by the aeronautical authorities of one Contracting Party and still in force, shall be recognized as valid by the aeronautical authorities of the other Contracting Party for the purpose of operating the agreed services provided that such certificates or licenses were issued or rendered valid pursuant to, and in

conformity with, the standards established under the Convention. The aeronautical authorities of each Contracting Party reserve 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 by the other Contracting Party.

2. If the privileges or conditions of the licenses or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Contracting Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the minimum standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the other Contracting Party may request consultations between the aeronautical authorities in conformity with Article 18 of this Agreement with a view to clarifying the practice in question.
3. Consultations concerning the safety standards and requirements maintained and administered by the aeronautical authorities of the other Contracting Party relating to aeronautical facilities, crew members, aircraft, and operation of the designated airlines shall be held within fifteen (15) days of receipt of a request from either Contracting Party, or such other period as may be agreed. If, following such consultations, the aeronautical authorities of one Contracting Party find that the aeronautical authorities of the other Contracting Party do not effectively maintain and administer safety standards and requirements in these areas that are at least equal to the minimum standards which may be established pursuant to the Convention, the aeronautical authorities of the other Contracting Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards. Failure to take appropriate corrective action within fifteen (15) days, or such other period as may be agreed, shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorization of the airline or airlines designated by the other Contracting Party.
4. Pursuant to Article 16 of the Convention, any aircraft operated by, or on behalf of, the airline or airlines of one Contracting Party, may, while within the territory of the other Contracting Party, be the subject of an examination by the aeronautical authorities of the other Contracting Party, on board and around the aircraft to verify the validity of the relevant aircraft documents and those of its crew members and the apparent condition of the aircraft and its equipment ( in this Article called "ramp inspection"), provided such ramp inspection does not cause an unreasonable delay in the operation of the aircraft.
5. If the aeronautical authorities of one Contracting Party, after carrying out a ramp inspection, find that:

- (a) an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; and/or
- (b) there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the aeronautical authorities of that Contracting Party may, for the purposes of Article 33 of the Convention and at their discretion, determine that the requirements under which the certificates or licenses in respect of that aircraft or its crew members 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. This same determination may be made in the case of denial of access for ramp inspection.

- 6. The aeronautical authorities of each Contracting Party shall have the right, without consultation, to withhold, revoke, suspend or impose conditions on the authorizations of an airline or airlines of the other Contracting Party in the event the aeronautical authorities of the first Contracting Party conclude that immediate action is essential to the safety of airline operations.
- 7. Any action by the aeronautical authorities of one Contracting Party in accordance with paragraph 3 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist.

**ARTICLE 9**  
**Approval of Timetables**

- 1. The designated airline(s) of either Contracting Party shall, not later than 60 days prior to the date of operation of any agreed service, submit its proposed timetables to the aeronautical authorities of the other Contracting Party for their approval. Such timetables shall include all relevant information, including the type of service and aircraft to be used and the flight schedules.
- 2. in case the designated airline(s) of one Contracting Party desires to operate an additional flight on the specified route, it shall submit an application to the aeronautical authorities of the other Contracting Party. The flight can be operated only after approval has been obtained. The said application shall be submitted not later than 72 hours before the take-off of such flight.

## ARTICLE 10

### Principles Governing Operating of Agreed Services

1. The designated airlines of the two Contracting Parties shall in keeping with the principle of equality and mutual benefit be afforded fair and equal opportunity in the operation of the agreed services. They shall take into account their mutual interests so as not to affect unduly their respective services.
2. The operation of the agreed services between the territories of the Contracting Parties in both directions along the specified routes constitutes a basic and primary right of the Contracting Parties. The right to embark or disembark from such services international traffic destined for or coming from points in third countries shall be of a supplementary nature.
3. For the operation of the agreed services:
  - (a) the total capacity provided on each of the specified routes shall be determined having regard to the actual and reasonably anticipated traffic requirements.
  - (b) the capacity to be provided on the specified routes shall be such as is from time to time jointly determined by the aeronautical authorities of the Contracting Parties.
  - (c) provision may also be made by the aeronautical authorities of the Contracting Parties for the carriage of passengers and cargo including mail, taken on board or discharged at points on the specified routes in the territories of States other than the Contracting Parties. In doing so, the following factors shall be taken into account:
    - (i) traffic requirements to and from the territory of the Contracting Party which has designated the airline;
    - (ii) traffic requirements of the area through which the agreed services pass, after taking account of other transport service established by airlines of the states comprising the area; and
    - (iii) the requirements of through airline operation if any.

**ARTICLE 11**  
**Customs Duties and Taxes**

1. Aircraft of the designated airline(s) of either Contracting Party engaged in the operation of the agreed services, as well as their regular equipment, spare parts, fuel, oils (including hydraulic fluids), lubricants, aircraft stores (including food, beverages, and tobacco) and other items intended for or used solely in connection with the operation or servicing of the aircraft, which are retained on board such aircraft shall be granted exemption by the competent authorities on the basis of equality and reciprocity from import and export customs duties, inspection fees and other taxes on arrival in and departure from the territory of the other Contracting Party.
2. The following shall also be exempt on the basis of equality and reciprocity from import and export customs duties, inspection fees and other taxes, with the exception of charges bases on the actual cost of the service provided:
  - (a) aircraft store introduced into or supplied in the territory of a Contracting Party and taken on board within reasonable limits, for use on aircraft of a designated airline of the other Contracting Party engaged in the operation of the agreed services, even when these stores are to be used on a part of the journey performed over the territory of the Contracting Party in which they are taken on board;
  - (b) spare parts including engines introduced into the territory of a Contracting Party for the servicing, maintenance or repair of aircraft of a designated airline of the other Contracting Party used in the operation of the agreed services; and
  - (c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Contracting Party for use in an aircraft of a designated airline of the other Contracting Party engaged in the operation of the agreed services, even when these supplies are to be used on a part of the journey performed over the territory of the Contracting Party in which they are taken on board.
3. Aircraft stores, equipment and supplies referred to in paragraph 1 of this Article retained on board the aircraft of the designated airline(s) of either Contracting Party engaged in the operation of the agreed services may be unloaded in the territory of the other Contracting Party with the approval of the customs authorities of that other Contracting Party. The aircraft stores, equipment and supplies unloaded, as well as aircraft stores, equipment and supplies introduced into the territory of the other Contracting Party referred to in paragraph 2 of this Article, shall be subject to the supervision or control of the said authorities, and,

if required, to fair and reasonable storage charges, up to such time as they are re-exported or otherwise disposed of in accordance with the regulations of the other Contracting Party.

4. The exemptions provided for by this Article shall also be available where a designated airline of one Contracting Party has contracted with another airline, which similarly enjoys such exemptions from the other Contracting Party, on loan in the territory of the Contracting Party of the items specified in paragraphs 1 and 2 of this Article. Sale of any such item within the territory of one Contracting Party shall be subject to the regulations prescribed by the competent authorities of the other Contracting Party.
5. Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall at the utmost be subject to a very simplified control. Baggage and cargo in direct transit shall be exempt from duties and taxes.

#### **ARTICLE 12**

##### **Provision of Technical Services and Rate of Charges**

1. Each Contracting Party shall designate in its territory regular airport and alternate airports for use by the designated airline of the other Contracting Party in its operation of the agreed service on the specified route, and shall provide that airline with such communications, navigational, meteorological and other auxiliary services necessary for the said operations.
2. The designated airline(s) of each Contracting Party shall be charged for the use of airports, facilities and technical services of the other Contracting Party. Such rates shall not be higher than those paid by the airline of the other Contracting Party or airlines of other States engaged in international air services for the use of similar facilities and services.

#### **ARTICLE 13**

##### **Tariffs**

1. The tariffs to be charged by the designated airline(s) of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit, characteristics of service and the tariffs of other airlines.

2. The tariffs referred to in paragraph 1 of this Article shall be agreed by the designated airlines of both Contracting Parties after consultation, when necessary and possible, with the other airlines operating over the whole or part of the route.
3. The tariffs so agreed shall be submitted for approval of the aeronautical authorities of both Contracting Parties at least sixty (60) days before the proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the said authorities.
4. If the designated airlines cannot agree on any of these tariffs the aeronautical authorities of the Contracting Parties shall try to determine the tariffs by agreement between themselves.
5. If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph 3 of this Article or on the determination of any tariff under paragraph 4, the matter shall be referred to the Contracting Parties for settlement in accordance with the provisions of Article 18 of this Agreement.
6. A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff has been established. Nevertheless, a tariff shall not be prolonged by virtue of this paragraph:
  - (a) where a tariff has a terminal date, for more than 12 months after that date;
  - (b) where a tariff has no terminal date, for more than 12 months after the date on which the designated airline of one Contracting Party proposes in writing a new tariff to the aeronautical authorities of the Contracting Parties, in accordance with the provisions of this Agreement.

#### **ARTICLE 14**

##### **Representation and Personnel**

1. For the purpose of operating the agreed services on the specified route, the designated airline(s) of each Contracting Party shall have the right, on reciprocal basis, to set up representation at the point of call on the specified route and sales offices in the territory of the other Contracting Party. The staff of the representation referred to in this paragraph shall be subject to the laws and regulations in force in the country where such representation is located.

2. The staff members of the representation of the designated airline(s) of each Contracting Party shall be nationals of either Contracting Party, unless otherwise agreed.
3. Each Contracting Party shall to the maximum extent practicable ensure the safety of the representation and its members of the designated airline(s) of the other Contracting Party, and safeguard the aircraft, stores and other properties of the said airline(s) within its territory for use in the operation of the agreed services.
4. Each Contracting Party shall extend assistance and facilities where possible to the representation and its staff members of the designated airline(s) of the other Contracting Party necessary for the efficient operation of the agreed services.
5. The crew members of the designated airline(s) of either Contracting Party on flights into and out of the territory of the other Contracting Party shall be nationals of the Contracting Party designating such airline(s). If the designated airline(s) of either Contracting Party desires to employ crew members of any other nationality on flights into and out of the territory of the other Contracting Party, prior approval shall be obtained from that other Contracting Party.

#### **ARTICLE 15**

##### **Sales and Transfer of Airline Earnings**

1. Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, at its discretion through its agents. Subject to national laws and regulations of the other Contracting Party, each designated airline shall have the right to sell transportation in the currency of that territory or, at its discretion, in freely convertible currencies of other countries, and any person shall be free to purchase such transportation in currencies accepted by that airline.
2. Either Contracting Party undertakes to grant the designated airline(s) of the other Contracting Party the right for free transfer, at the official rate of exchange, of the excess of receipt over expenditure achieved on its territory in connection with the carriage of passengers, baggage, cargo and mail by the said designated airline(s). The transfer of such funds shall be made in any convertible currency and in accordance with the foreign exchange regulation of the Contracting Party in the territory of which the revenue is accrued.

**ARTICLE 16**  
**Avoidance of Double Taxation**

The revenues and profits derived in the territory of either Contracting Party from the operation of international air transportation by the designated airline(s) of the other Contracting Party shall be exempt from all taxes in the said territory.

**ARTICLE 17**  
**Provision of Statistics**

The aeronautical authorities of a Contracting Party shall supply to the aeronautical authorities of the other Contracting Party on request with periodic statistics or other similar information relating to the traffic carried on the agreed services by the respective designated airlines.

**ARTICLE 18**  
**Consultations**

1. In a spirit of close cooperation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view of ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the Annex hereto.
2. Either Contracting Party may request consultations. Such consultations shall begin within a period of sixty (60) days of the date of the request unless both Contracting Parties agree to an extension of this period.

**ARTICLE 19**  
**Settlement of Disputes**

If any difference of opinion arises in respect of the interpretation or implementation of this Agreement, and its Annexes, the aeronautical authorities of the Contracting Parties shall endeavor to settle it through consultations in a spirit of friendly cooperation and mutual understanding. If a settlement still cannot be reached, the Contracting Parties shall endeavor to settle it by direct consultation.

**ARTICLE 20**

**Amendments**

1. If either of the Contracting Parties considers it desirable to amend any provision of this Agreement including the Route Schedule, it may request consultation with the other Contracting Party. This consultation, which may be held between the aeronautical authorities or by correspondence, shall begin within a period of sixty (60) days from the date of receipt of the request.
  
2. Any amendment or modification of this Agreement agreed by the Contracting Parties shall come into effect on a date to be determined in an exchange of diplomatic notes, indicating that all necessary internal procedures have been completed by both Contracting Parties.

**ARTICLE 21**

**Titles**

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

**ARTICLE 22**

**Termination**

Either Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate this Agreement. In such case this Agreement shall terminate twelve (12) months after the date when the notice has been received 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 date of the notice.

**ARTICLE 23**

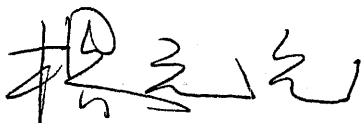
**Entry into Force**

This Agreement will enter into force on a date to be determined in an exchange of diplomatic notes indicating that all necessary internal procedures have been completed by both Contracting Parties.

In witness whereof the undersigned, being duly authorized by their respective Government, have signed the present Agreement.

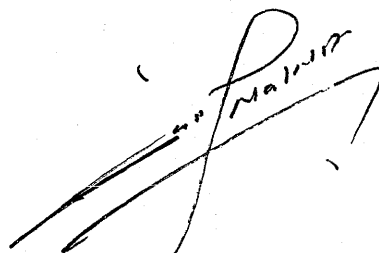
Done in duplicate at Beijing, this 17<sup>th</sup> Day of August, 2005, in the Chinese and English languages, both texts being equally authentic.

FOR THE GOVERNMENT OF  
THE PEOPLE'S REPUBLIC  
OF CHINA



MR. YANG YUANYUAN  
MINISTER FOR GENERAL  
ADMINISTRATION OF CIVIL  
AVIATION OF CHINA

FOR THE GOVERNMENT OF  
THE REPUBLIC OF  
KENYA



HON. AMB. CHIRAU A. MWAKWERE  
EGH, MP  
MINISTER FOR FOREIGN AFFAIRS

**ANNEX**

**ROUTE SCHEDULE**

1. The route(s) of the agreed services operated by the airline(s) designated by the Government of the People's Republic of China shall be as follows in both directions:

| <u>POINTS IN CHINA</u> | <u>INTERMEDIATE POINTS</u>            | <u>POINTS IN KENYA</u>                                   | <u>POINTS BEYOND</u>                  |
|------------------------|---------------------------------------|--|---------------------------------------|
| Any point or points    | Three (3) points to be named by China | Nairobi, and another two (2) points to be named by China | Three (3) points to be named by China |

2. The route(s) of the agreed services operated by the airline(s) designated by the Government of the Republic of Kenya shall be as follows in both directions:

| <u>POINTS IN KENYA</u> | <u>INTERMEDIATE POINTS</u>            | <u>POINTS IN CHINA</u>                                   | <u>POINTS BEYOND</u>                  |
|------------------------|---------------------------------------|--|---------------------------------------|
| Any point or points    | Three (3) points to be named by Kenya | Beijing, and another two (2) points to be named by Kenya | Three (3) points to be named by Kenya |

Notes:

- (a) The designated airline(s) of each Contracting Party may omit at their own discretion on any or all flights in either or both directions any point or points on the above specified route(s) provided that the agreed services begin and terminate in the territory of the Contracting Party designating the airline;
- (b) Except as otherwise agreed between the Contracting Parties, the points in Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan province should not be selected by the Republic of Kenya.
- (c) All points required to be selected on the above specified route(s) shall be notified to the aeronautical authorities of the other Contracting Party and may be changed at any time.
- (d) The traffic rights to be exercised shall be agreed upon between the aeronautical authorities of the Contracting Parties from time to time.