

***AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF THE
ARAB REPUBLIC OF EGYPT***

The Government of the Republic of South Africa and the Government of the Arab Republic of Egypt (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;

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

Desiring to contribute to the progress of international civil aviation;

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

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 Republic of South Africa, the Minister responsible for civil aviation and, in the case of the Arab Republic of Egypt, the Minister of Transport, Communications and Civil Aviation or the Chairman of the Civil Aviation Authority, or in either case any person or body authorised to perform any particular function to which this Agreement relates;
- (b) the term "agreed services" means scheduled international air services on the routes specified in the Annex to this Agreement for the transport of passengers, baggage, cargo and mail in accordance with agreed capacity entitlements and "specified route" means a route specified in the Annex to this Agreement;
- (c) the term "Agreement" means this Agreement, its Annex drawn up in application thereof, and any amendments to the Agreement or to the Annex;
- (d) the terms "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meaning respectively assigned to them in Article 96 of the Convention;
- (e) The term "all cargo air service" means an international air service performed by aircraft on which cargo or mail (with ancillary attendants) is carried, separately or in combination, but on which revenue passengers are not carried.

- (f) the term "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes :
 - (i) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time in force for both Contracting Parties; and
 - (ii) any amendment which has entered into force under Article 94(a) of the Convention and has been ratified by both Contracting Parties;
- (g) the term "designated airline" means an airline designated and authorised in accordance with Article 3 (Designation and Authorisation) of this Agreement;
- (h) the term "regular equipment" means articles, other than stores and spare parts of a removable nature, for use on board an aircraft during flight, including first aid and survival equipment;
- (i) the term "spare parts" means articles of a repair or replacement nature for incorporation in an aircraft, including engines;
- (j) the term "tariff" means the prices to be charged for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions of agency and other auxiliary services, but excluding remuneration and conditions for carriage of mail;
- (k) the term "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention; and

- (l) the term "user charges" means charges made to airlines for the provision for aircraft, their crews and passengers of airport and air navigation facilities, including related services and facilities.

ARTICLE 2

GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement to enable its designated airline to establish and operate international air services for passengers and cargo, separately or in combination, on the routes specified in the Annex.

2. Subject to the provisions of this Agreement, the designated airline of each Contracting Party shall enjoy the following rights-
 - (a) the right to fly across the territory of the other Contracting Party without landing;

 - (b) the right to make stops in that territory for non-traffic purposes; and

 - (c) the right to land 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 while operating an agreed service.

3. Nothing in paragraph (2) shall be deemed to confer on the designated airline of one Contracting Party the right of uplifting 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 other Contracting Party.

4. If because of armed conflict, political disturbances or developments, or special and unusual circumstances, the designated airline of one Contracting Party is unable to operate a service on its normal routes, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of such routes, including the temporary granting of alternative rights, as mutually decided by the Contracting Parties.

ARTICLE 3

DESIGNATION AND AUTHORISATION

1. Each Contracting Party shall have the right to designate one airline for the purpose of operating the agreed services and the withdraw or alter, in writing, any designation of such airline. Such designation shall be effected by virtue of a written notification between the aeronautical authorities of both Contracting Parties.

2. The agreed services may begin at any time, in whole or in part, but not before-
 - (a) the Contracting Party to whom the rights have been granted shall have designated pursuant to paragraph (1) an airline for the specified route;

 - (b) the Contracting Party granting the rights shall have given, with the least possible delay and subject to the provisions of Article 4 (Revocation and Limitation of Authorisation), the appropriate operating permission to the airline concerned;

- (c) a tariff established in accordance with the provisions of Article 10 (Tariffs) is in force; and
 - (d) a timetable has been filed in accordance with the provisions of Article 11 (Timetable) and has not been disapproved.
3. For the purpose of granting the appropriate operating authorisation under paragraph (2), the aeronautical authorities of one Contracting Party may require the designated airline of the other Contracting Party to satisfy it that it is qualified to fulfil the conditions prescribed under the laws and the regulations normally applied to the operation of international air services by the former Contracting Party.

ARTICLE 4

REVOCATION AND LIMITATION OF AUTHORISATION

1. The aeronautical authorities of each Contracting Party shall, with respect to a designated airline of the other Contracting Party, have the right to withhold the authorisation referred to in Article 3 (Designation and Authorisation), to revoke or suspend such authorisations or impose conditions, temporarily or permanently at any time -
- (a) in the event of failure by such airline to qualify under or to comply with the laws and regulations normally applied by the Contracting Party in conformity with the Convention;
 - (b) in the event that the aeronautical authorities of that Contracting Party are not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in its nationals; or

- (c) in the event such airline fails to operate in accordance with the conditions prescribed under this Agreement.
2. Unless immediate action is essential to prevent further infringement of the laws and regulations referred to above, the rights enumerated in paragraph (1) shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party, in accordance with Article 16 (Consultations).

ARTICLE 5

APPLICATION OF LAWS, REGULATIONS AND PROCEDURES

1. The laws, regulations and procedures of one Contracting Party relating to the admission to, sojourn in, or departure from its territory of aircraft engaged in international air services, or to the operation and navigation of such aircraft, shall be applied to the aircraft of the designated airline of the other Contracting Party upon its entry into, departure from and while within the territory of the first Contracting Party.
2. The laws, regulations and procedures of one Contracting Party relating to the admission to, sojourn in and departure from its territory of passengers, baggage, crew, cargo or mail of aircraft (including laws and regulations relating to entry, clearance, aviation security, immigration, passports, customs, quarantine and sanitary measures, or in the case of mail, postal laws and regulations) shall be complied with by or on behalf of such passengers, baggage, crew, cargo or mail of the designated airline of the other Contracting Party upon entrance into

or departure from and while within the territory of the first Contracting Party.

3. Passengers, baggage, cargo and mail in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purposes shall, except in respect of security measures, narcotics control or in special circumstances, be subject to no more than a simplified control.
4. Neither Contracting Party may grant any preference to its own airline over the designated airline of the other Contracting Party in the application of the laws and regulations provided for in this Article.

ARTICLE 6

RECOGNITION OF CERTIFICATES AND LICENCES

Certificates of airworthiness, certificates of competency and licences issued, or rendered valid by one Contracting Party and still in force, shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services provided that such certificates or licences were issued or rendered valid pursuant to, and in conformity with, the minimum standards established under the Convention. Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of flights undertaken pursuant to rights granted under paragraph (2) of Article 2 (Grant of Rights), certificates of competency and licences granted to its own nationals by the other Contracting Party.

ARTICLE 7

CUSTOMS DUTIES AND OTHER TAXES

1. Aircraft operated on agreed services by a designated airline of one Contracting Party, as well as their regular equipment, supplies of fuel, lubricants (including hydraulic fluids), consumable technical supplies, spare parts (including engines), aircraft stores (including food, beverages, liquor, tobacco and other products for sale to or use by passengers, in limited quantities, during the flight) and other items intended for or used solely in connection with the aviation operation or servicing, which are on board such aircraft, shall, on entering into the territory of the other Contracting Party, be exempt from customs duties, excise duties and taxes, provided such equipment, supplies and stores remain on board the aircraft until they are re-exported or consumed during flight over that territory on the agreed service.

2. There shall also be exemption from the same national or local duties and taxes, with the exception of taxes based on the cost of the service provided -
 - (a) aircraft stores taken on board in the territory of one Contracting Party, within limits as may be fixed by the appropriate authorities of the said Contracting Party, and intended for use on board the aircraft operated on an international service by the designated airline of the other Contracting Party;

 - (b) spare parts (including engines) and regular equipment imported into the territory of one Contracting Party for the maintenance or repair of aircraft operating an agreed service;

- (c) fuels and lubricants (including hydraulic fluids) destined for the designated airline of one Contracting Party to supply aircraft operating an agreed service, even when these supplies are to be used on any part of a journey performed over the territory of the other Contracting Party in which they have been taken on board; and
 - (d) baggage and cargo in direct transit.
- 3. Items referred to in sub-paragraphs (a), (b), (c) and (d) above may be required to be kept under customs supervision or control.
- 4. The regular equipment, as well as spare parts (including engines), aircraft stores, supplies of fuel, lubricants (including hydraulic fluids) and other items mentioned in paragraph (1) normally retained on board an aircraft operated by the designated airline of one Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In such case, they may be placed under the supervision of those customs authorities until they are re-exported or otherwise disposed of in accordance with the customs laws and procedures of that Contracting Party.
- 5. The exemptions provided for by this Article shall be available in situations where the designated airline of either Contracting Party has entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraphs (1) and (2): Provided such other airline or airlines similarly enjoy such exemptions from the other Contracting Party.

ARTICLE 8
PRINCIPLES GOVERNING THE OPERATION OF
AGREED SERVICES

1. The designated airline of each Contracting Party shall be allowed fair and equitable treatment in order that it may enjoy equal opportunity in the operation of the agreed services. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and unfair competitive or predatory practices adversely affecting the competitive position of a designated airline of the other Contracting Party in the exercise of its rights and capacity entitlements set out in accordance with this Agreement.

2. In operating the agreed services the designated airline of each Contracting Party shall take into consideration the interests of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.

3. The capacity to be provided by the designated airline of each Contracting Party shall bear a close relationship to the requirements of the public for transportation on the agreed routes and shall have as its primary objective the provision, at a reasonable load factor, of capacity adequate to meet the current and reasonably anticipated requirements for the carriage of passengers, baggage, cargo and mail originating from or destined for the territory of the Contracting Party which has designated the airline.

4. The capacity which may be provided in accordance with this Article by the designated airline of each Contracting Party on the agreed services shall be such as is agreed between the two designated airlines and approved by the aeronautical authorities of both Contracting Parties before the commencement by the designated airline concerned of the agreed services and thereafter according to anticipated traffic requirements.

ARTICLE 9

COMMERCIAL ACTIVITIES

1. The designated airline of one Contracting Party shall, on a reciprocal basis, be allowed to establish in the territory of the other Contracting Party offices for the promotion and sale of air transportation services.
2. The designated airline of one Contracting Party shall be allowed to bring in and maintain in the territory of the other Contracting Party its managerial, commercial, operational and technical staff as it may require in connection with the provision of air transportation. These staff requirements may, at the option of a designated airline, be satisfied by its own personnel or by using the services of any legally authorized organization, to perform such services in the territory of that Contracting Party.
3. Each Contracting Party grants to a designated airline of the other Contracting Party the right to engage in the sale of air transportation in its territory directly and, at the airline's discretion, through its agents. Each designated airline shall have the right to sell such transportation and any person shall be free to purchase such transportation in any freely convertible currency.

4. The designated airline of one Contracting Party shall have the right to pay for local expenses in the territory of the other Contracting Party in local currency, or provided this accords with local currency regulations, in freely convertible currencies.
5. The above activities shall be carried out in accordance with the laws and regulations of the other Contracting Party.

ARTICLE 10

TARIFFS

1. The tariffs to be charged by any designated airline 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 and the tariffs of other airlines.
2. The tariffs referred to in paragraph (1) shall, if possible, be agreed to by the relevant designated airlines of both Contracting Parties and such agreement shall, whenever possible, be reached by the use of the procedures of the International Air Transport Association for the determination of tariffs, or by the use of such other procedures for the establishment of such tariffs as may be agreed by both Contracting Parties.
3. The aeronautical authorities of both Contracting Parties will, with a view to preserving and enhancing competition, apply the following provisions for the approval of tariffs to be charged by the designated airlines of either country for carriage between a point in one country and a point in the other country :

- a) A proposed tariff to be charged for carriage between the two countries will be filed by or on behalf of the designated airline concerned with both aeronautical authorities at least thirty (30) days (or such shorter period as both aeronautical authorities may mutually decide) before the proposed date of its introduction.
- b) Subject to sub-paragraphs (c) and (d) below, any tariff will be treated as having been approved unless within fifteen (15) days of the tariff being filed (or such shorter period as the aeronautical authorities of both Contracting Parties may mutually decide), the aeronautical authorities of both countries have informed each other in writing that they do not approve the proposed tariff or consultations have been requested pursuant to paragraph (c) below.
- c) If the aeronautical authorities of either Contracting Party consider that a proposed tariff filed with them by a designated airline of the other Contracting Party is or may be excessive; or charging of the proposed tariff might be anti-competitive and cause substantial damage to another designated airline they may, within fifteen (15) days of the proposed tariff being filed, request consultations with the aeronautical authorities of the other Contracting Party. The consultation, which may be through correspondence, will be completed within fifteen (15) days of being requested and the tariff will take effect at the end of that period unless the aeronautical authorities of both Contracting Parties decide otherwise.
- d) A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff has been

established. Nevertheless the use of an existing tariff shall not be prolonged by virtue of this sub-article for more than twelve (12) months after the date on which it otherwise would have expired.

- e) The designated airlines of both Contracting Parties may not offer or advertise tariffs different from those which have been established in conformity with the provisions of this Article.

ARTICLE 11

TIMETABLE

1. The designated airline of each Contracting Party shall submit to the aeronautical authorities of the other Contracting Party for approval, thirty (30) days in advance, the timetable of its intended services, specifying the frequency, type of aircraft, configuration and number of seats to be made available to the public.
2. Any subsequent changes to the approved timetables of the designated airline shall be submitted for approval to the aeronautical authorities of the other Contracting Party.
3. If the designated airline wishes to operate flights supplementary to those covered in the approved timetables, it shall obtain the prior permission of the aeronautical authorities of the Contracting Party concerned.

ARTICLE 12
PROVISION OF INFORMATION

The aeronautical authorities of each Contracting Party shall provide or shall cause its designated airline to provide the aeronautical authorities of the other Contracting Party, upon request, such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the agreed services, including, but not limited to, statements of statistics related to the traffic carried by its designated airline between points in the territory of the other Contracting Party and other points on the specified routes.

ARTICLE 13
TRANSFER OF EARNINGS

1. Each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer of the excess of receipts over expenditure earned by such designated airline in the territory of such contracting Party in connection with the carriage of passengers, baggage, cargo and mail, as well as from any other activities related to air transport which may be permitted under national regulations. Such transfers shall be effected at the rate of exchange in accordance with the respective applicable national laws and regulations governing current payments, but where there is no official exchange rate such transfers shall be effected at the prevailing foreign exchange market rate for current payments.

2. In the event that the form of payment between the Contracting Parties is governed by a special agreement, such an agreement shall apply.

ARTICLE 14
USER CHARGES

1. Each Contracting Party shall use its best efforts to ensure that user charges imposed or permitted to be imposed by its competent authorities on the designated airline of the other Contracting Party are just and reasonable. These charges shall be based on sound economic principles.

2. Neither Contracting Party shall impose or permit to be imposed on the designated airline of the other Contracting Party user charges higher than those imposed on its own designated airline operating similar international air services using similar aircraft and associated facilities and services.

ARTICLE 15
AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties affirm that their obligation to protect, in their mutual relationship, the security of civil aviation against acts of unlawful interference, forms an integral part of this Agreement.

2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, opened for signature at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, opened for signature at The Hague on

16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, opened for signature at Montreal on 23 September 1971 and any other multilateral agreement governing civil aviation security binding upon both Contracting Parties.

3. 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.
4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organisation and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties.
5. In addition, the Contracting Parties 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 as are applicable to the Contracting Parties.
6. Each Contracting Party agrees that its operators of aircraft shall be required to observe the aviation security provisions referred to in paragraph (4) above applied by the other Contracting Party to entry into, departure from, or sojourn in, 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 apply security controls to passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall give positive consideration to any request from the other Contracting Party for reasonable special security measures in its territory to meet a particular threat to civil aviation.

7. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful act against the safety of such aircraft, their passengers and crew, airports and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat as rapidly as possible commensurate with minimum risk to life.
8. Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party subjected to an act of unlawful seizure or other act(s) of unlawful interference which is on the ground in its territory is detained thereon unless its departure is necessitated by the overriding duty to protect the lives of its crew and passengers. Wherever practicable, such measures shall be taken on the basis of consultations with the other Contracting Party.
9. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the aeronautical authorities of the first Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph (1) of Article 4 (Revocation

and Limitation of Authorisation). When required by an emergency, a Contracting Party may take action under paragraph (1) of Article 4 (Revocation and Limitation of Authorisation) prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.

ARTICLE 16

CONSULTATIONS

Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of the present Agreement. Such consultations, which may be between the aeronautical authorities, subject to Article 15 (Aviation Security), begin within a period of sixty (60) days from the date the other Contracting Party receives the written request, unless otherwise agreed by the Contracting Parties.

ARTICLE 17

MODIFICATIONS

1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement other than the Annex, such modification, if agreed between the Contracting Parties, shall enter into force when the Contracting Parties will have notified to each other the fulfilment of their constitutional procedures.
2. Modifications to the Annex of the present Agreement may be agreed directly between the aeronautical authorities of the Contracting Parties.

They shall be applied provisionally from the date they have been agreed upon and enter into force when confirmed through the diplomatic channel.

3. In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound, such convention shall prevail to the extent that it is acceptable to both Contracting Parties.

ARTICLE 18

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 endeavour to settle such dispute by negotiation.
2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute to some competent person or body of their choice, for mediation.
3. (a) If settlement is not reached in accordance with paragraphs (1) or (2) the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrators.

(b) Each Contracting Party shall nominate one arbitrator and the third arbitrator, to be jointly appointed by the two arbitrators so nominated, shall act as President of the tribunal.

- (c) Each Contracting Party shall nominate its arbitrator within a period of sixty (60) days from the date of receipt of a notice by either Contracting Party from the other, through the diplomatic channel, requesting arbitration of the dispute by such a tribunal and the third arbitrator, who shall be a national of a third State, shall be appointed within a further period of sixty (60) days.
 - (d) If either Contracting Party 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 Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators, as the case may require, provided that the President is not a national of either Contracting Party, in which case the Vice President of the Council of the International Civil Aviation Organization may be so requested. In such case, the arbitrator or arbitrators appointed by the said President or Vice President, as the case may require, shall not be nationals of the States party to this Agreement.
4. The tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure.
 5. Subject to the final decision of the tribunal, the Contracting Parties shall bear in equal proportion the interim costs of arbitration.
 6. The Contracting Parties shall comply with any provisional ruling and the final decision of the tribunal.
 7. If, and for as long as, either Contracting Party fails to comply with a decision contemplated in paragraph (6), the other Contracting Party

may limit, suspend or revoke any rights or privileges which it has granted under this Agreement to the Contracting Party in default.

ARTICLE 19

REGISTRATION OF AGREEMENT AND AMENDMENTS

This Agreement and any subsequent amendments thereto shall be submitted by the Contracting Parties to the International Civil Aviation Organisation for registration.

ARTICLE 20

TERMINATION

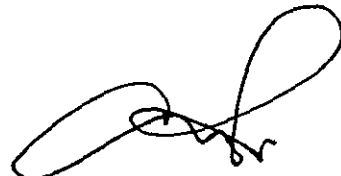
1. Either Contracting Party may at any time from the entry into force of this Agreement give notice in writing through the diplomatic channel to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organisation (ICAO). The Agreement shall terminate one (1) year after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by mutual agreement before the expiry of this period.
2. In default of acknowledgement of receipt of a notice of termination by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the date on which ICAO acknowledged receipt thereof.

ARTICLE 21
ENTRY INTO FORCE

This Agreement shall enter into force on the date of the exchange of diplomatic notes, indicating that each Contracting Party has fulfilled its constitutional requirements.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective Governments, have signed this Agreement, having exchanged the instruments of full powers and found in due form.

DONE in duplicate at PRETORIA on this 26th day of AUGUST 1997, in the Arabic and English languages, both texts being equally authentic, provided that in the event of a conflict between the two texts, the English version shall prevail.



FOR THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA



FOR THE GOVERNMENT OF
THE ARAB REPUBLIC OF EGYPT

ANNEX
ROUTE SCHEDULE

FOR THE DESIGNATED AIRLINE OF THE REPUBLIC OF SOUTH AFRICA

POINTS OF DEPARTURE	INTERMEDIATE POINTS (without fifth freedom traffic rights)	POINTS IN EGYPT	POINTS BEYOND (without fifth freedom traffic rights)
Johannesburg	Point(s) to be agreed upon	Cairo	Athens

FOR THE DESIGNATED AIRLINE OF THE ARAB REPUBLIC OF EGYPT

POINTS OF DEPARTURE	INTERMEDIATE POINTS (without fifth freedom traffic rights)	POINTS IN SOUTH AFRICA	POINTS BEYOND (without fifth freedom traffic rights)
Cairo	Point(s) to be agreed upon	Johannesburg	Mauritius

Notes on the Routes to be operated by the Designated Airlines

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

2. Intermediate and beyond points shall be served without fifth freedom traffic rights.