

Draft

Attachment "B"

AIR SERVICES AGREEMENT
BETWEEN
THE ARAB REPUBLIC OF EGYPT
AND
THE ORIENTAL REPUBLIC OF URUGUAY

The Arab Republic of Egypt and the Oriental Republic of Uruguay (hereinafter referred to as "the Parties");

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

Desiring to develop cooperation in the field of air transport and to contribute to the progress of international civil aviation;

Desiring to ensure the highest degree of safety and security in international air transport;

Desiring to conclude an air services agreement, in conformity with and supplementary to the said Convention, for the purpose of establishing international air services between and beyond their respective territories;

Have agreed as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

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

- (a) The term "Aeronautical Authority" means in the case of the Arab Republic of Egypt, the Minister of Civil Aviation and in the case of the Oriental Republic of Uruguay, the National Directorate of Civil Aviation and Aeronautical Infrastructure (DINACIA) responsible for civil aviation or in either case any person or body authorized to perform any function to which this Agreement relates;
- (b) The term "Agreed Services" means scheduled international air services on the "specified routes" for the transport of passengers, baggage and cargo, separately or in combination in accordance with agreed capacity entitlements;
- (c) The term "Agreement" means this Agreement, its Annex drawn up in application thereof, and any amendment to the Agreement or to the Annex;
- (d) The terms "Air Service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
- (e) The term "Annex" shall mean the route schedules attached to the present Agreement and any clauses or notes appearing in such Annex, and any modification made thereto;
- (f) The term "All cargo air services" 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;
- (g) The term "Capacity" in relation to an aircraft means the payload of that aircraft available on a route or section of a route; the term "capacity" in relation to agreed services means the capacity of the aircraft used on such service, multiplied by the frequency of the flights operated by such aircraft over a given period on a route or section of a route;
- (h) 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 amendment thereto which has entered into force under Article 94(a) of the Convention and has been ratified by both Parties; and (ii) any annex or amendment adopted thereto under Article 90 of that

Convention, insofar as such annex or amendment is at any given time effective for both Parties;

- (i) The term "Designated Airline" means an airline or airlines that have been designated and authorized in accordance with Article 3 of this Agreement;
- (j) The term "Specified Routes" means a route specified in the Annex to this Agreement;
- (k) The term "Tariffs" means the prices which the designated airlines charge for the transport of passengers, baggage, or cargo and the conditions under which those prices apply but excluding remuneration and conditions for the carriage of mail;
- (l) The term "Territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention,
- (m) The term "User Charges" means charges made to airlines by the competent authorities or permitted by them to be made for the provision of airport property or of air navigation facilities.

2. The Annex to this Agreement is considered an integral part thereof.

ARTICLE 2

Applicability of Chicago Convention

In implementing this Agreement, the Contracting Parties shall act in conformity with the provisions of the Convention in so far as those provisions are applicable to international air services.

ARTICLE 3

Grant of Rights

- 1. Each Party grants to the other Party the rights specified in this Agreement to enable its designated airline or airlines to establish and operate agreed services on the specified routes.
- 2. Subject to the provisions of this Agreement, the airlines designated by each Party shall enjoy the following rights:
 - (a) to fly across the territory of the other Party without landing;
 - (b) to make stops in the said territory for non-traffic purposes; and

- (c) to make stops in the said territory at points specified in the Annex to this Agreement, for the purpose of taking on board and discharging passengers, baggage, cargo and mail coming from or destined for points in the territory of the other Party, on the specified routes while operating an agreed service.
3. The airlines of each Party, other than those designated under Article 3 of this Agreement, shall also enjoy the rights specified in paragraphs 2(a) and 2(b) of this Article.
4. Nothing in this Article shall be deemed to confer on the designated airline or airlines of one Party the privilege of taking up, in the territory of the other Party, passengers, baggage, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Party.
5. If because of armed conflict, political disturbances or developments or special and unusual circumstances a designated airline of one Party is unable to operate the agreed services on its normal routing, the other Party shall use its best efforts to facilitate the continued operation of such agreed services through appropriate temporary rearrangement of routes as is mutually decided by the Parties.

ARTICLE 4 DESIGNATION AND AUTHORISATION

1. Each Party shall have the right to designate an airline or airlines for the purpose of operating the agreed services on the specified routes. The notification of such designation shall be made in writing, by the aeronautical authority of the Party having designated the airline to the aeronautical authority of the other Party directly or through diplomatic channels.
2. On receipt of such notification the other Party shall, subject to the provisions of paragraph (3) of this Article, without delay grant to the airline or airlines designated the appropriate operating authorizations provided that such airline:
- (a) is substantially owned and effectively controlled by the Party designating such airline or its nationals; and
 - (b) holds a current Air Operator's Certificate or similar License issued by the aeronautical authority of the Party designating the airline; and
 - (c) is incorporated and has its headquarters, central administration or the principal place of business in the territory of the Party designating the airline; and

- (d) is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Party considering the application or applications.

3. The agreed services may begin at any time, in whole or in part, but not before:

- (a) the Party to whom the rights have been granted shall have designated an airline or airlines for the specified route; and
- (b) the Party granting the rights shall have given, with the least possible delay, the appropriate operating authorizations to the designated airline or airlines concerned.

ARTICLE 5

SUSPENSION, LIMITATION AND REVOCATION OF AUTHORISATION

1. The aeronautical authority of each Party shall, with respect to an airline designated by the other Party, have the right to refuse, revoke, suspend or limit the operating authorization or technical permission of an airline designated by the other Party, in any case where :
 - (a) in the case of failure by that airline to comply with the laws and regulations normally applied by the aeronautical authority of the Party granting those rights in conformity with the Convention; or
 - (b) in the event that the designated airline is not qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Party receiving the designation; or
 - (c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement; or
 - (d) in any case where it is not satisfied:
 - i. that the airline is substantially owned and effectively controlled by the Party designating such airline or its nationals;
 - ii. that it holds a current Air Operator Certificate or similar License issued by the aeronautical authority of the Party designating the airline;
 - iii. that it is incorporated and has its headquarters, central administration or the principal place of business in the territory of the Party designating the airline.

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 or regulations, such right shall be exercised only after consultation with the aeronautical authority of the other Party, as provided for in Article 20 of this Agreement.

ARTICLE 6 PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

1. Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and unfair, anti-competitive or predatory practices adversely affecting the competitive position of the designated airlines of the other Party in the exercise of their rights and entitlements set out in this Agreement.
2. The aeronautical authorities of the two Parties shall agree on the capacity to be operated in accordance with the following principles:
 - (a) There shall be fair and equal opportunity for the designated airline or airlines of both Parties to operate the agreed services on the specified routes.
 - (b) In operating the agreed services the designated airline or airlines of each Party shall take into account the interests of the designated airline or airlines of the other Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.
 - (c) The agreed services provided by the designated airlines of the Parties shall bear a close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision at a reasonable load factor of capacity adequate to carry the current anticipated requirements for the carriage of passengers, cargo and mail coming from or destined for the territory of the Party which has designated the airline or airlines. Provision for the carriage of passengers, cargo and mail both taken on board and discharged at points on the specified routes in the territories of third countries shall be made in accordance with the general principles that capacity shall be related to:
 - i. traffic requirements to / from the territory of the Party which has designated the airline or airlines;
 - ii. traffic requirements of the area through which the agreed service passes, after taking account of local and regional services; and

- iii. the requirements of through airline operations.
3. The capacity which may be provided in accordance with this Article by the designated airline or airlines of each Party on the agreed services shall be such as decided between the aeronautical authorities of the Parties before the commencement by the designated airline or airlines concerned of the agreed services and reviewed from time to time thereafter.

ARTICLE 7 CUSTOMS DUTIES AND OTHER TAXES

Both contracting parties undertake to implement the exemptions from customs duties and other taxes stipulated in the Chicago Convention, 1944 and its annexes and amendments thereto, which have been ratified by both contracting parties.

ARTICLE 8 APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Party governing entry into and departure from its territory of aircraft engaged in international air services, or the operation and navigation of such aircraft while within its territory, shall be applied to aircraft of the designated airline of the other Party.
2. The laws, regulations and administrative requirements of the State of one Party governing entry into, sojourn in and departure from its territory of passengers, crew, baggage, cargo or mail, such as formalities regarding entry, exit, aviation security, emigration and immigration, as well as customs and sanitary measures shall apply to passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airline of the other Party while they are within the said territory.
3. Neither Party may grant any preference to its own airline with regard to the designated airline of the other Party in the application of its customs, immigration, quarantine and similar regulations.

ARTICLE 9

CERTIFICATES OF AIRWORTHINESS AND COMPETENCY

1. Certificates of airworthiness, certificates of competency and licenses issued, or rendered valid by one Party and still in force, shall be recognized as valid by the other Party for the purpose of operating the agreed services provided always that such certificates or licenses were issued, or rendered valid, pursuant to and in conformity with the minimum standards established under the Convention.
2. Each Party reserves the right, however, to refuse to recognize, for flights above its own territory, certificates of competency and licenses granted to its own nationals by the other Party.
3. If the privileges or conditions of the licenses or certificates issued or rendered valid by one Party permit a difference from the standards established under the Convention, whether or not such difference has been filed with the International Civil Aviation Organization, the aeronautical authority of the other Party may, without prejudice to its rights under Article 10 (2) of this Agreement, request consultations with the aeronautical authority of the Party permitting such difference in accordance with Article 19 of this Agreement, with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach satisfactory agreement shall constitute grounds for the application of Article 5 (1) of this Agreement.

ARTICLE 10

SAFETY

1. Either Party may request consultations at any time concerning the safety standards maintained by the other Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of the request.
2. If, following such consultations, the aeronautical authority of one Party finds that the aeronautical authority of the other Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the aeronautical authority of the first Party shall notify the aeronautical authority of the other Party of those findings and the steps considered necessary to conform with those minimum standards, and the aeronautical authority of that other Party shall take appropriate corrective action. Failure by that other Party to take appropriate action within fifteen (15) days or such longer period as may be agreed shall be grounds for the application of Article 5(1) of this Agreement.
3. It is agreed that any aircraft operated by an airline or airlines of one Party on services to or from the territory of the other Party may, while within the territory of the other Party, be made the subject of an examination by the authorized representatives of the

aeronautical authority of the other Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspection or series of ramp inspections gives rise to:

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

the aeronautical authority of the Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline or airlines of one Party in accordance with paragraph (3) of this Article is denied by a representative of that airline or airlines, the aeronautical authority of the other Party shall be free to infer that serious concerns of the type referred to in paragraph (4) of this Article arise and draw the conclusions referred to in that paragraph.
6. The aeronautical authority of each Party reserves the right to suspend or vary the operating authorization of an airline or airline of the other Party immediately in the event the aeronautical authority of the first Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
7. Any action by the aeronautical authority of a Party in accordance with paragraphs (2) or (6) of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 11 AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the 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 the present Agreement. Without limiting the generality of their rights and obligations under international law, the Parties shall in particular act in conformity with the provisions of the *Convention on Offences and Certain Other Acts Committed on Board Aircraft*, signed at Tokyo on 14 September 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft*, signed at The Hague on 16 December 1970, the *Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation*, signed at Montreal on 23 September 1971, its *Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation*, signed at Montreal on 24 February 1988, and the *Convention on the Marking of Plastic Explosives for the Purpose of Detection*, signed at Montreal on 1 March 1991 as well as with any other convention and protocol relating to aviation security which both Parties adhere to.
2. The 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 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 to the extent that such security provisions are applicable to the 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 and the operators of airports in the territory of their states act in conformity with such aviation security provisions.
4. Each Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph (3) of this Article required by the other Party for entry into, departure from, or while within, the territory of that other Party. Each Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, and baggage, cargo and aircraft stores prior to and during boarding or loading. Each Party shall also give sympathetic consideration to any request from the other Party for reasonable special security measures to meet a particular threat.
5. Each Party shall also give sympathetic consideration to a request from the other Party to enter into reciprocal administrative arrangements whereby the aeronautical authorities of one Party could make in the territory of the other Party

their own assessment of the security measures being carried out by aircraft operators in respect of flights destined for the territory of the Party making such a request.

6. 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 Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
7. Each Party shall take all measures, as it may find practicable, to ensure that an aircraft subjected to an act of unlawful seizure or other acts of unlawful interference which has landed in the territory of the state concerned is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations between the relevant authorities of the Parties.
8. When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Party may request immediate consultations with the aeronautical authorities of the other Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit or impose conditions on the operating authorization and technical permissions of an airline or airlines of that other Party. When required by an emergency, a Party may take action under paragraph (1) of Article 5 of this Agreement prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Party with the security provisions of this Article.

ARTICLE 12 USER CHARGES

1. Each Party shall ensure that the user charges imposed or permitted to be imposed by its competent charging bodies on the designated airline or airlines of the other Party are just. These charges shall be based on sound economic principles and shall not be higher than those paid by other airlines for such services.
2. Neither Party shall impose or permit to be imposed, on the designated airline or airlines of the other Party user charges higher than those imposed on its own designated airline or airlines operating similar international air services using similar aircraft.
3. Each Party shall encourage consultation on user charges between its competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable through those airlines representative organizations. Reasonable notice of any proposal for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Party shall further encourage charging authorities and such users to exchange appropriate information concerning user charges.

ARTICLE 13 COMMERCIAL ACTIVITIES

1. The designated airline or airlines of each Party shall have the right to establish in the territory of the other Party offices for the purpose of promotion and sale of air transport.
2. The designated airline or airlines of each Party shall have the right, in accordance with the laws and regulations of the other Party relating to entry, residence and employment, to bring into and maintain in the territory of that other Party those of their own managerial, commercial, operational, sales, technical and other specialist staff and representatives who are required in connection with the operation of the agreed services.
3. These representative staff requirements may, at the option of a designated airline, be satisfied by its own personnel or by using the services of any other airline, organization or company operating in the territory of the other Party and authorized to perform such services in the territory of such other Party.
4. Consistent with the laws and regulations in force, each Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary work permits, employment visas or other similar documents to the representatives and staff referred to in paragraph (2) of this Article.

5. The designated airlines of each Party shall, at their discretion, either directly and/or through agents, have the right to engage in the sale of air transportation in the territory of the other Party. Each designated airline shall have the right to use for this purpose its own transportation documents. The designated airline of each Party shall have the right to sell, and any person shall be free to purchase, such transportation in local currency or in any other freely convertible currency according to national laws and regulations. The designated airline or airlines of one Party shall have the right to pay for local expenses in the territory of the other Party in local currency or, provided this accords with local regulations, in freely convertible currencies.

ARTICLE 14 GROUND HANDLING

Subject to the applicable laws and regulations of each Party, each designated airline shall have the right to perform its own ground-handling in the territory of the other Party ("self-handling") or, at its option, select among authorized competing agents for such services in whole or in part. The rights shall be subject only to physical constraints resulting from considerations of airport safety. Where such considerations preclude self-handling, ground services shall be available on an equal basis to all airlines. Charges applied pursuant to this paragraph shall be based on the costs of services provided, and such services shall be comparable to the kind and quality of services which would be available if self-handling were possible.

ARTICLE 15 TRANSFER OF EARNINGS

1. Each Party shall grant to the designated airline or airlines of the other Party the right of free transfer of the excess of receipts over expenditure earned by such airline or airlines in its territory in connection with the carriage of passengers, baggage, cargo and mail, as well as from any other activity relating to air transport which may be permitted under national regulations. Such transfers shall be affected 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 affected on the basis of the prevailing foreign exchange rates in the banking sector for current payments.
2. Where a special payment agreement exists between the Contracting Parties payments shall be effected in accordance with the provision of that agreement.
3. If a Party imposes restrictions in a discriminatory manner on the transfer of excess of receipts over expenditure by the designated airline or airlines of the other Party, the latter shall have the right to impose reciprocal restrictions on the designated airline or airlines of that Party.

ARTICLE 16 APPROVAL OF TIMETABLES

1. The designated airline or airlines of each Party shall submit for approval to the aeronautical authority of the other Party not later than thirty (30) days prior to the commencement of the agreed services on the specified routes, the timetable of intended services, specifying the frequency, the type of aircraft, configuration, nature of the service and the number of seats made available to the public. This shall likewise apply to later changes. In special cases, this time limit may be reduced subject to the consent of the said authority.
2. If a designated airline wishes to operate ad-hoc flights supplementary to those covered in the approved timetables, these shall be operated in accordance with the permission of the aeronautical authority of the Party concerned.

ARTICLE 17 TARIFFS

1. Each Party shall allow tariffs for air services to be decided by each designated airline based on commercial considerations in the marketplace. Tariffs for international air transport operated pursuant to this Agreement may be required to be filed with the aeronautical authorities of either Party. Intervention by the Party shall be limited to:
 - (a) preventing unreasonably discriminatory tariffs or practices;
 - (b) protecting consumers from tariffs that are unreasonably high or unreasonably restrictive due either to the abuse of a dominant position or to concerted practices among air carriers; and
 - (c) protecting airlines from tariffs that are artificially low because of direct or indirect governmental subsidy or support.
2. If either Party believes that any such tariff is inconsistent with the considerations set forth in this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction within fourteen (14) days from receiving the filing. These consultations shall be held not later than fourteen (14) days after receipt of the request. Without a mutual agreement, the previously approved tariff shall continue in effect until the end of the scheduling season for which the tariff was filed.
3. Each Party may require a designated airline of the other Party to file tariffs for carriage between the territory of that other Party and third countries. Such filing, if required, shall be received at least thirty (30) days before the proposed effective date unless a longer period of notice is required for the airlines.

ARTICLE 18
EXCHANGE OF AVIATION INFORMATION

1. The aeronautical authorities of both Parties shall exchange information, as promptly as possible, concerning the current authorizations extended to their respective designated airline or airlines to render service to, though, and from the territory of the other Party. This will include copies of current certificates and authorizations for services on specified routes, together with amendments or exemption orders.
2. Each Party may require a designated airline of the other Party to provide such periodic or other statements of statistics relating to the traffic carried on the agreed services showing the points of embarkation and disembarkation as may be reasonably required for the purpose of reviewing the operations on the agreed services.
3. Any information exchanged between the Parties shall be confidential and shall not be exchanged with a third party without a written approval from the other Party.

ARTICLE 19
CONSULTATIONS

1. Either Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement.
2. Such consultations, which may be through discussion or correspondence, shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise agreed by both Parties.

ARTICLE 20
SETTLEMENT OF DISPUTES

1. If any dispute arises between the Parties relating to the interpretation or application of this Agreement, the aeronautical authorities shall, in the first place, endeavor to settle it by negotiation.
2. If the aeronautical authorities fail to reach an agreement, the dispute shall be settled through diplomatic channels.
3. If either Party fails to comply with the settlement of the dispute according to paragraph (2) of this Article, the other Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Party in default or to the designated airline in default.

ARTICLE 21
AMENDMENT OF AGREEMENT

1. If either Party considers it desirable to amend any provision of this Agreement, such amendment shall be agreed upon in accordance with the provisions of Article 18 of this Agreement. Such amendment shall enter into force when the two Parties have notified each other, through diplomatic channels, of the fulfillment of their internal legal procedures relating to the conclusion and the entry into force of international agreements.
2. Notwithstanding the provisions of paragraph (1) of this Article, amendments to the Annex to this Agreement may be agreed directly between the aeronautical authorities of the Parties. Such amendment(s) shall enter into force when confirmed through diplomatic channels.
3. If a multilateral convention concerning air transport comes into force in respect of both Parties, this Agreement shall be amended so far as is necessary to conform with the provisions of that convention.

ARTICLE 22
REGISTRATION WITH
THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

The present Agreement and any amendments thereto, shall be submitted by the Parties to the International Civil Aviation Organization for registration.

ARTICLE 23
TERMINATION

1. Either Party may at any time give notice in writing through diplomatic channels to the other Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case, the Agreement shall terminate twelve (12) months after the date of receipt of notice by the other Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period.
2. In the absence of acknowledgment of receipt of a notice of termination by the other Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 24
ENTRY INTO FORCE

This Agreement shall be approved pursuant to the national legislation of the State of each Party, which shall be confirmed by exchange of diplomatic notes. This Agreement shall come into force on the day of the last notification confirming that the Parties have completed their respective constitutional procedures required for the entry into force of this Agreement.

This Agreement is drawn up in two originals in the Arabic and English languages, both originals being equally authentic. In case of divergence of interpretation, the English text shall prevail. Each Party shall retain one copy for implementation.

In Witness Whereof, the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

Done at on this day of in the year

FOR

THE ARAB REPUBLIC OF EGYPT

FOR

THE ORIENTAL REPUBLIC OF URUGUAY

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Annex
ROUTE SCHEDULE

Routes

I- Routes to be operated by the Designated Airline of the Arab Republic of Egypt:

From	Intermediate points	To	Beyond points
Points in Egypt	Any points	Points in Uruguay	Any points

II- Routes to be operated by the Designated Airline of the Oriental Republic of Uruguay:

From	Intermediate points	To	Beyond points
Points in Uruguay	Any points	Points in Egypt	Any points

Notes

1. Any of the points on the Specified Routes I and II of this Annex may at the option of the designated airline of either Party be omitted on any or all flights, provided that these flights originate in the territory of the Party designating the airline.
2. The exercise of fifth freedom traffic rights at specified intermediate and/or beyond points shall be subject to agreement and approval between both aeronautical authorities.

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**MINUTES OF MEETING BETWEEN
THE AERONAUTICAL AUTHORITIES OF THE ARAB REPUBLIC OF
EGYPT AND THE ORIENTAL REPUBLIC OF URUGUAY**

Delegations representing the Aeronautical Authorities of The Arab Republic of Egypt and the Aeronautical Authorities of the Oriental Republic of Uruguay, met in Kuala Lumpur, Malaysia on the 24th of October 2024, to discuss the Bilateral Air Services Agreement between the two countries.

Discussions were held in a very friendly atmosphere. A list of the two Delegations is attached as "Attachment A". The following understanding was reached between the Delegations:

Air Services Agreement Draft

Both delegations initialed the draft of a new Air Services Agreement (Attachment B) between the Aeronautical Authorities of both countries.

In case of any proposed amendments to the attached draft ASA, the two parties agreed to exchange their respective amendments through correspondences,

For the

Aeronautical Authority of

The Arab Republic of Egypt

Nav. Hesham Abdel Baset

Hesham A Ziz
24th Oct 2024

For the

Aeronautical Authority of

The Oriental Republic of Uruguay

Brig. Gral. (Av.) Lic. Leonardo Blengini

Leonardo Blengini

Delegation of the Arab Republic of Egypt:

Nav. Hesham Abdel Baset	Under-Secretary of State for Air Transport ECAA (Head of Delegation)
Cpt. Fouad Gohar	General Manager Agreements ECAA
Mr. Mohamed Saeed	Manager International Organizations and Treaties ECAA
Ms. Heba Nadeim	General Manager of Foreign Affairs ECAA
Ms. Eman Zabalawy	
Observers	Manager of Regional Agreement Department ECAA
Mr. Hany Hosny	General Manager International Relations and Organizations EGYPTAIR Holding CO.
Mr. Amr Mohamed Ibrahim	International Affairs specialist EGYPTAIR Holding CO.
Mrs. Enas Yahia	Aero-Political Executive EGYPTAIR Holding CO.
Mrs. Elham Adly	Manager International Affairs EGYPTAIR Cargo.
Mrs. Rehab Samir	International Affairs specialist EGYPTAIR Cargo.
Mrs. Salma EL Tahan	Manager International and Governmental affairs Air Cairo

Delegation of Oriental Republic of Uruguay:

Brig. Gral. (Av.) Lic. Leonardo Blengini	Director National of Civil Aviation and Aeronautical Infrastructure (Head of Delegation)
Esc. Pablo Seitun Etchavarria	Director of Commercial Aeronautical Transport
Tte. 2do. (TP) Dra. Virginia Silvera Sanchez	Attorney of Aeronautical Policy and International Affairs

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CIVIL AVIATION AUTHORITIES OF
THE ARAB REPUBLIC OF EGYPT AND THE ORIENTAL REPUBLIC OF
URUGUAY**

1. Delegations representing the Civil Aviation Authorities of The Arab Republic of Egypt and the Oriental Republic of Uruguay met in Kuala Lumpur, Malaysia on the 24th of October 2024, to discuss issues related to air services between the two countries.
2. The discussions were held in a in a cordial and friendly atmosphere and both Delegations expressed their desire to further promote their aeronautical relations in a spirit of cooperation and complete understanding for their mutual benefits.
3. A list of the two Delegations is attached as "Attachment A".
4. Both delegations discussed and reached the following understanding, which will apply from the date this Memorandum comes into effect.

Article 1

Designation and Authorisation

- The Egyptian delegation designates EGYPTAIR Airlines, EGYPTAIR Cargo, and Air Cairo for the purpose of operating the agreed services on the specified routes.

The Uruguay delegation accepts the said designation in principle subject to fulfill the designation requirements.

-The Uruguayan delegation decided to designates airlines from their sides later by correspondences.

Article 2

Route Schedule

Both delegations decided to allow designated airlines from both sides to operate in accordance with the attached Route Schedule as per attachment "B".

Article 3
Capacity & Frequency

Passengers Air Services

1. For the purposes of the following paragraphs, Cairo is defined as Cairo International, Sphinx International and Capital International.
2. Both delegations decided that designated airlines from both sides are allowed to operate unlimited frequencies between points in Egypt and points in Uruguay, without restriction on the capacity and aircraft type, excluding Cairo and Alexandria.
3. Both delegations decided that the designated airlines of each side will be allowed to operate up to 07 weekly frequencies between Cairo and/or Alexandria to any point in Uruguay without any restriction on the capacity and aircraft type.

All Cargo Services

Both delegations decided that the designated airlines will be allowed to operate (01) weekly frequencies between Cairo and /or Alexandria to any point in Uruguay.

Article 4
Code-Share Arrangements

Both delegations decided to allow designated airlines to cooperate in accordance with new code share arrangement as per Attachment "C".

Article 5
Amendments

This MoU may be amended upon mutual consent of the parties expressed in writing and agreed through an MoU. All amendments shall enter into force according to the same procedures that were followed to sign this MoU.

Article 6
Exchange of Information

Any information exchanged between the Parties shall be confidential and shall not be exchanged with a third party without a written approval from the other Party.

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Article 7

Settlement of Disputes

If any dispute arises relating to the interpretation or application of this MoU, the aeronautical authorities of the Parties shall settle it amicably by direct negotiation.

Article 8

Entry Into Effect

Both delegations decided that this MoU shall enter into effect on the date of its signature by the representatives of the two parties.

Signed in Kuala Lumpur, Thursday on the 24th of October 2024.

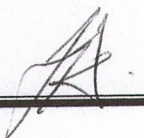
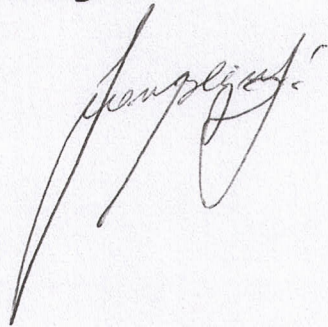
For the Egyptian Civil Aviation

Nav. Hesham Abdel Baset



**For the Oriental Republic of
Uruguay**

**Brig. Gral. (Av.) Lic. Leonardo
Blengini**



Delegation of the Arab Republic of Egypt:

Nav. Hesham Abdel Baset	Under-Secretary of State for Air Transport ECAA (Head of Delegation)
Cpt. Fouad Gohar	General Manager Agreements ECAA
Mr. Mohamed Saeed	Manager International Organizations and Treaties ECAA
Ms. Heba Nadeim	General Manager of Foreign Affairs ECAA
Ms. Eman Zabalawy	Manager of Regional Agreement Department ECAA
Observers	
Mr. Hany Hosny	General Manager International Relations and Organizations EGYPTAIR Holding CO.
Mr. Amr Mohamed Ibrahim	International Affairs specialist EGYPTAIR Holding CO.
Mrs. Enas Yahia	Aero-Political Executive EGYPTAIR Holding CO.
Mrs. Elham Adly	Manager International Affairs EGYPTAIR Cargo.
Mrs. Rehab Samir	International Affairs specialist EGYPTAIR Cargo.
Mrs. Salma EL Tahan	Manager International and Governmental affairs Air Cairo

Delegation of the Oriental Republic of Uruguay:

Brig. Gral. (Av.) Lic. Leonardo Blengini	Director National of Civil Aviation and Aeronautical Infrastructure (Head of Delegation)
Esc. Pablo Seitun Etchavarria	Director of Commercial Aeronautical Transport
Tte. 2do. (TP) Dra. Virginia Silvera Sanchez	Attorney of Aeronautical Policy and International Affairs

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**ANNEX 1
ROUTE SCHEDULE**

Section 1

B. Routes to be operated by the designated airline or airlines of Arab republic of Egypt

From points in the territory of the Arab republic of Egypt via any intermediate points to any points in the territory of the Uruguay and any points beyond

B. Routes to be operated by the designated airline or airlines of Uruguay

From points in the territory of Uruguay via any intermediate points to any points in the territory of the Arab republic of Egypt and any points beyond

Notes

-The exercise of any fifth freedom traffic rights would have to be agreed upon between the Aeronautical Authorities of both contracting parties.

- Serve more than one point in the territory of the other contracting party on the same service (co-terminalisation) without cabotage

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Codeshare Arrangements

1. In operating or holding out the agreed services on the specified routes, or on any sector of the routes, the designated airline(s) of each Contracting Party may enter into code sharing arrangements as co-operative marketing (according to internal regulation of each party) with:
 - (a) an airline or airlines of other Contracting party; and/or
 - (b) an airline or airlines of the same contracting party; and/or
 - (c) an airline or airlines of third country; and/or
2. The entitlements set out in paragraph (1) above may be exercised only where:
 - (a) such carriers hold the appropriate authorization to operate on the routes and segments concerned, and meet the requirements normally applied to such arrangements such as protection of and information to passengers, security, liability and any other requirements applied to other airlines operating international services;
 - (b) In respect of any ticket sold, the airline involved makes it clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.
3. Capacity offered by a designated airline acting as the marketing airline on the services operated by other airlines shall not be counted against the agreed frequencies of the Contracting Party designating the said airline.
4. No fifth freedom traffic rights or stop over rights shall be exercised by the marketing airlines on the services provided under code share arrangements.
5. The designated airline or airlines of one Contracting Party may also offer code share services on the connecting domestic segments to and from the gateway points specified in the route schedule in the territory of the other Contracting Party; provided that such services are operated by a designated airline of the other Contracting Party and forms a part of a through international journey.
6. The absence of an understanding between either contracting party and a third party relating to third country code share arrangements will not preclude the exercise of this entitlements by the designated airlines of either contracting party.
7. The schedules of the code sharing services will be notified to the aeronautical authorities of both Contracting Parties before the proposed date of their introduction in accordance with domestic regulations.