

MINUTES OF THE CONSSULTATIVE MEETING
BETWEEN THE AERONAUTICAL AUTHORITIES OF
THE RPUBLIC OF KENYA
AND
THE ORIENTAL REPUBLIC OF URUGUAY
- PUNTA CANA, the 13th November - 2025

On the 17th ICAO Air Services Negotiations Conference 2025 (ICAN 2025), delegations representing the Republic of Kenya and the Oriental Republic of Uruguay (hereinafter referred to as the "Delegations") met in Punta Cana, Dominican Republic, for discuss the terms of a new Air Services Agreement (ASA) and Memorandum of Understanding (MOU).

The list of the two Delegations is attached hereto as in Enclosure III.

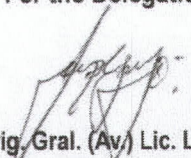
The consultations were held in a cordial and friendly atmosphere and the following common understandings were reached:

Both delegations agree to continue negotiate the terms of the MOU and ASA (added at Enclosure I and II) and review all the documents to update the freedoms and other terms in the next ICAN 2026.

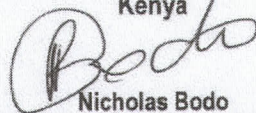
Both parties will be in touch for coordinate a future meeting to arrive an agreement.

Done at Punta Cana, Dominican Republic on 13th November, 2025.

For the Delegation of Uruguay


Brig. Gral. (Av.) Lic. Leonardo Blengini
National Director of Civil Aviation and
Aronautical Infraestructure

For the Delegation of The Republic of
Kenya


Nicholas Bodo
Director Air Transport State Deparment for
Aviation and Aerospace Development

ENCLOSURE I

MEMORANDUM OF UNDERSTANDING between the Aeronautical Authorities of Republic of Kenya and the Oriental Republic of Uruguay

The aeronautical authorities of the Republic of Kenya and the Oriental Republic of Uruguay, being signatory parties to the Convention on International Civil Aviation -opened for signature in Chicago in 1944- and applying the principles contained therein, met in the city of Punta Cana, Dominican Republic on 13th of november of 2025 with the purpose of discussing an Air Services Agreement and to revise the bilateral system currently in place between them.

The delegation lists are included in Annex I to this MoU.

The discussions took place in a cordial atmosphere, and the Parties reached an agreement on the following:

AIR SERVICES AGREEMENT

The two Parties negotiated and initialled the text of an Air Services Agreement, appended as Annex II to this Memorandum of Understanding, and agreed to recommend to their respective governments the signing of this Agreement, as soon as possible, and to promote fulfilment of the internal proceedings of both Parties for the Agreement's entry into force.

COMBINED PASSENGER AND CARGO SERVICES

ROUTE SCHEDULE

Routes to be operated by the airline or airlines designated by The Republic of Kenya , for the passenger, cargo and mail services and the exclusive cargo services:

Points in Republic of Kenya	Intermediate points	Points in Oriental Republic of Uruguay	Beyond points
Any point	Any point	Any point	Any point

Routes to be operated by the airline or airlines designated by the Oriental Republic of Uruguay, for the passenger, cargo and mail services and the exclusive cargo services:

Points in Oriental Republic of Uruguay	Intermediate points	Points in Republic of Kenya	Beyond points
Any point	Any point	Any point	Any point

CAPACITY AND TRAFFIC RIGHTS

The designated airlines of both Parties may exercise up to sixth freedom traffic rights on combined Passenger, mail and cargo services, with no restrictions as to frequencies or the aircraft used, which may be owned, leased or chartered.

The designated airlines may operate flights in either or both directions, combine different flight numbers within one aircraft operation, and omit stops at any point or points, provided that such services commence or end at a point in the territory of the Party that designated the airline.

Serve intermediate points and beyond points in the territories of the Parties on the routes, in any combination and in any order, provided that such services commence or end at a point in the territory of the Party that designated the airline.

Transfer traffic (including code-sharing operations) from any of its aircraft to any of its other aircraft at any point on the routes.

Each Party shall accept the authorization of the designator code by the other Party to its airlines for identifying their flights.

EXCLUSIVE CARGO SERVICES

Each designated airline operating exclusive cargo transport on scheduled and non-scheduled services may provide such services to and from the territory of (any of) the Party(Parties), without limitation as to frequency, capacity, routes, types of aircraft or origin and destination of the cargo, exercising rights of up to seventh freedom of the air.

AIRLINE DESIGNATION

Each Party shall have the right to designate one or more airlines for the purpose of operating the agreed services, on the routes specified in this MoU. Designations must be made in writing and informed to the other Party through diplomatic channels.

COOPERATIVE and CODE-SHARING ARRANGEMENTS

Air transport services may be carried out pursuant to cooperative and code-sharing marketing arrangements, subscribed by the designated airlines of both Parties between them or with third-country airlines, such as code-share, blocked-space, and use of equipment (aircraft exchange, leases, and chartering, among others), provided that such agreements are subject to the approval procedures and requirements of each Party. The aeronautical authorities of each Party shall decide upon applications and requests received for consideration, within a maximum one-month period.

Subject to the above paragraph, the designated airlines of each Party shall be entitled to use aircraft (or aircraft and/or crews) leased by another airline, to the extent that those arrangements do not result in the lessor airline exercising traffic rights it does not have, as per each country's policies and guidelines, where the use thereof becomes necessary. Each authority shall assess the granting of additional rights, subject to the principle of actual and effective reciprocity, in accordance with each country's air policy and legislation.

All airlines that are parties to code-sharing agreements shall inform, at the point of sale, which airline will be operating the service.

All code-share agreements must have the prior approval of the corresponding aeronautical authorities before any operations take place. Such agreements will not guarantee the exercise of additional rights relative to extension traffic. Each airline involved in code sharing arrangements must make clear to consumers, at the point of sale of the tickets sold by the airline, which airline will actually operate each segment of the service.

The authorities agreed to discuss in the next ICAN 2026 the terms to increase the freedoms and the way to operate these freedoms by the designated companies for both authorities.

Non-scheduled Operations

1. The airlines of each Party shall have the right to carry international non-scheduled traffic of passengers (and their accompanying baggage) and/or cargo (including, but not limited to, a passenger/cargo combination).
2. Each Party shall, on the basis of reciprocity and with the minimum of delay, give sympathetic consideration to applications for non-scheduled or charter flights of the airlines duly authorized to operate in the territory of the other Party.
3. The regulations relative to Application of Laws, Recognition of Certificates and Licenses, Operational Safety, Aviation Security, User Charges, Customs Duties and Control, Taxes, Currency Conversion and Transfer of Revenues, Commercial Activities, Statistics and Consultations shall also apply to non-scheduled or charter flights operated by the airlines of one Party to and from the territory of the other Party.

The authorities agreed to share or interchange the necessary documents for be forward to the development of the relations.

This Memorandum of Understanding will enter into force as of the date of its execution, and it shall be applied until the commencement of the Air Transport Agreement to be subscribed by Republic of Kenya and the Oriental Republic of Uruguay.

Signed in Punta Cana, Dominican Republic, on the day ofof, on two identical counterparts.

On behalf of the delegation of Republic
of Kenya

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On behalf of the delegation of the Oriental
Republic of Uruguay

Brig. Gral. (Av.) Lic. Leonardo Blengini
Director of the National Authority of Civil
Aviation and Aeronautical Infrastructure



ANNEX I

DELEGATION of

Chief of Delegation

DELEGATION of the ORIENTAL REPUBLIC OF URUGUAY

Chief of Delegation

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

Director of the National Authority of Civil Aviation and Aeronautical Infrastructure

Delegates

Tte. 2° (T.P.) Dra. Virginia Silvera

Advisor on Aeronautical Policy and International Affairs - DINACIA

Esc. Pablo Seitún

Director of Commercial Air Transport – DINACIA

Dr. Sergio Pérez Lauro

Advisor – DINACIA

Dra. María Angélica González

Directora General de Transporte Aéreo - MTOP

ENCLOSURE II

AIR SERVICES AGREEMENT BETWEEN THE ORIENTAL REPUBLIC OF URUGUAY AND THE REPUBLIC OF KENYA

The Oriental Republic of Uruguay and the Republic of Kenya hereinafter referred to as "the Parties";

Being signatory parties to the Convention on International Civil Aviation, opened for signature in Chicago on 7 December 1944;

DESIRING to contribute to the progress of international civil aviation, based on the competition between Airlines in the Marketplace, with minimum government interference and regulations, and with equal opportunities;

DESIRING to facilitate the expansion of opportunities for international air services;

RECOGNISING that efficient and competitive international air services enhance trade, the welfare of consumers, and economic growth;

DESIRING to make it possible for airlines to offer the travelling and cargo shipping public different service options and wishing to encourage airlines to develop and apply innovative and competitive prices; and

DESIRING to ensure the highest degree of safety and security in international air services and reaffirming their true concern about acts or threats against the security of aircraft, which jeopardise the safety of persons and property, adversely affect the operation of air services, and undermine public confidence in the safety of civil aviation,

HAVE AGREED as follows:

Article 1 Definitions

For the purposes of this Agreement, unless otherwise indicated, the terms listed below shall have the following meanings:

- a. "air transportation" means the public carriage, by aircraft, of passengers, baggage, cargo and mail, separately or in combination, in exchange for remuneration or hire;
- b. "aeronautical authorities" means, in the case of Republic of Kenya, Cabinet Secretary In Charge of Civil Aviation, and in the case of the Republic of Uruguay, the National Authority of Civil Aviation and Aeronautical Infrastructure (DINACIA - "*Dirección Nacional de Aviación Civil e Infraestructura Aeronáutica*"); or, in both cases, another person or body authorized to perform the functions currently exercised by the above-mentioned authorities;

- c. "Agreement" means this Agreement, its Annexes and any amendments thereto;
- d. "capacity" means the amount(s) of services provided under the agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo offered in a market (city pair, or country-to-country) or on a route during a specific period, such as daily, weekly, seasonally or annually;
- e. "Convention" means the Convention on International Civil Aviation open for signature in Chicago on 7 December 1944, and includes any Annex adopted under Article 90 of that Convention, and any amendment of the Annexes or Convention under Articles 90 and 94, insofar as such Annexes and amendments have become effective for both Parties;
- f. "designated airline" means an airline which has been designated and authorised in accordance with Article 3 of this Agreement;
- g. "code-sharing" means using the flight code of an airline for a service carried out by another airline, where the service is often considered as belonging to and operated by the latter;
- h. "intermodal service" means the public carriage by aircraft and by one or more surface modes of transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire. It does not imply cabotage air services;
- i. "ICAO": International Civil Aviation Organization;
- j. "sovereignty" and "territory", in relation to a State, shall have the meaning described in Articles 1 and 2 of the Convention.
- k. "amendments to the Annex" means any act agreed upon between the aeronautical authorities implying the definition of points in routes in the annex of this Agreement.

Article 2

Grant of Rights

1. Each Party grants to the other Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Route Schedule.
2. In accordance with the provisions contained in this Agreement, the airline(s) designated by each Party shall enjoy the following rights:
 - a) the right to fly, without landing, across the territory of the other Party;
 - b) the right to make stops in the territory of the other Party for non-commercial purposes; and
 - c) all other rights specified in this Agreement.
3. The Airlines of each Party, except for those designated under Article 3 (Designation and Authorization) of this Agreement, shall also enjoy the rights specified in paragraphs 2 a) and b) of this Article.

4. Nothing in paragraph 2 shall be deemed to confer on the designated airline(s) of one Party the privilege of taking on board, in the territory of the other Party, passengers, cargo and mail for remuneration and destined for another point in the territory of the other Party.

Article 3 **Designation and Authorization**

1. Each Party shall have the right to designate to the other Party one or more airlines to operate the agreed services in accordance with this Agreement, and to withdraw or alter such designation. Designations shall be made in writing and communicated to the other Party.
2. On receipt of such designation and the application from the designated airline, in the form and manner prescribed for the operating authorization and the technical permission, each Party shall grant the corresponding operating authorization with minimum procedural delay, provided that:

For the airlines designated by Republic of Kenya, that:

- a. The airline has been organized pursuant to the applicable legislation of the Republic of Kenya and its head offices are established in the country's territory.
- b. The regulatory control of the airline is exercised and maintained by the Republic of Kenya, also responsible for issuing its Air Operator Certificate.
- c. The airline is compliant with the provisions contained in Article 8 (Operational Safety) and Article 9 (Aviation Safety); and
- d. The designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.

For the airlines designated by the Oriental Republic of Uruguay, that:

- a. The airline has been incorporated pursuant to the laws applicable in the Oriental Republic of Uruguay, and its head offices are established in the country's territory.
 - b. The Oriental Republic of Uruguay exercises and maintains the effective regulatory control of the airline and is responsible for issuing its air operator's certificate.
 - c. The airline is compliant with the provisions contained in Article 8 (Operational Safety) and Article 9 (Aviation Safety); and
 - d. The designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.
3. Upon receipt of the operating authorisation referred to in paragraph 2 of this Article, a designated airline may, at any time, begin to operate the agreed air services for which it is so designated, provided that the airline

complies with the applicable provisions of this Agreement, and with the norms established by the party that has granted the authorisation.

Article 4
Withholding, Revocation and Limitation of Authorisation

1. The aeronautical authorities of each Party shall have the right to withhold the authorizations referred to in Article 3 of this Agreement (Designation and Authorization) with respect to an airline designated by the other Party, and to revoke, suspend or impose conditions on such authorizations, temporarily or permanently, in accordance with the laws of each Party, in the following cases:

For the airlines designated by the Republic of Kenya, when:

- a. the airline is not incorporated pursuant to the applicable laws of the Republic of Kenya and its main office is not established in the territory of the Republic of Kenya;
- b. the regulatory control of the airline is neither exercised nor maintained by the Republic of Kenya, as responsible for issuing its Air Operator Certificate;
- c. the airline is not compliant with the provisions contained in Article 8 (Operational Safety) and Article 9 (Aviation Safety); and
- d. the designated airline is not qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.

For the airlines designated by the Oriental Republic of Uruguay, when:

- a. the airline is not incorporated pursuant to the applicable laws of the Oriental Republic of Uruguay, and its main office is not established in the territory of Uruguay;
 - b. the effective control of the airline is neither exercised nor maintained by the Oriental Republic of Uruguay, as responsible for issuing its Air Operator Certificate;
 - c. the airline is not compliant with the provisions contained in Article 8 (Operational Safety) and Article 9 (Aviation Safety); and
 - d. the designated airline is not qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.
2. Unless immediate measures are essential to prevent infringements of laws and/or regulations referred above, or unless the operational safety or the aviation safety call for measures in accordance with the provisions of Articles 8 or 9 (Operational Security or Aviation Security), the rights

mentioned in paragraph 1 of this Article shall be exercised only after consultation, by the aeronautical authorities, in accordance with Article 24 (Consultations and Amendments) of this Agreement.

Article 5

Application of Laws

1. The laws and regulations of one Party applicable to the 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 and regulations of one Party relating to the entry into, stay in and departure from its territory of passengers, crew and cargo -including mail-, such as those regarding immigration, customs, currency and health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airline of the other Party while they are within that territory.
3. In applying its immigration, Customs, quarantine and similar regulations, neither Party shall give preference to its own or to any other airline over a designated airline of the other Party engaged in similar international air transport.
4. Laws and regulations of one Party relative to the provision of statistical information shall be complied with by the airlines of the other Party.

Article 6

Direct Transit

Passengers, baggage, cargo and mail in direct transit shall be subject to no more than a simplified control. Baggage and cargo in direct transit shall be exempt from Customs duties and other similar taxes.

Article 7

Recognition of Certificates and Licenses

1. Certificates of airworthiness, air operator certificates (AOC) or their equivalent, 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 that the requirements under which such certificates and licenses were issued or rendered valid are equal to or above the minimum standards set forth pursuant to the Convention.
2. Should the privileges or conditions of the licences or certificates referred to in paragraph 1 above -issued by the aeronautical authorities of one Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services- enable a difference from the minimum standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, then the other Party may request consultations between the Aeronautical Authorities with a view to clarifying the practice in question.

3. However, each Party reserves its right to refuse to recognize as valid, for the purpose of flights flying over or landing on its own territory, certificates of competency and licenses granted by the other Party to its own nationals.

Article 8 Operational Safety

1. Each Party may request consultations, at any time, concerning the safety standards applied by the other Party in areas relative to aeronautical facilities and services, flight crews, aircraft and the operation of aircraft. Such consultations shall take place within the thirty (30) days following the date of the request.
2. If, following such consultations, one Party finds that the other Party does not effectively maintain, nor apply, operational safety standards -in the areas referred in the above paragraph 1- that are at least equal to the minimum measures established in the Convention on International Civil Aviation (Doc 7300), then the other Party shall be notified of such findings and of the steps deemed necessary to meet ICAO's minimum standards. The other Party shall take appropriate corrective actions, and its failure to do so within a period of fifteen (15) days from the notification -or within any other longer period agreed upon- shall constitute grounds for the application of Article 4 (Withholding, Revocation and Limitation of Authorisation) in this Agreement.
3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Party, on service to or from the territory of the other Party, may -while within the territory of the other Party- be subjected to a search by the authorized representatives of the other Party. This, provided that it does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations contained in Article 33 of the Chicago Convention, the purpose of such search will be to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the standards applicable at the time pursuant to the Convention.
4. When adopting urgent actions becomes essential for an airline to ensure its operational safety, each Party reserves its right to immediately suspend or vary the operating authorisation of an airline or airlines of the other Party.
5. Any action adopted by one Party as per the above paragraph 4 shall be discontinued once the reasons to decide such action no longer exist.
6. Regarding paragraph 2 above, if once the agreed time period expires it is determined that one Party remains in non-compliance with ICAO Standards, then Secretary General of ICAO should be notified about such situation, and also about the subsequent satisfactory resolution adopted.

Article 9 Aviation Security

1. In accordance with their rights and obligations under international law, the Parties reaffirm their mutual obligation to protect the security of civil aviation against acts of unlawful interference. Without limiting the generality of their rights and obligations under international law, the Parties shall specifically act in observance of the provisions set forth in the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed in Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed in The Hague on 16 December 1970, and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed in Montreal on 23 September 1971, as well as its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed in Montreal on 24 February 1988, and also in accordance with all other conventions and protocols relative to the security of civil aviation to which both Parties adhere.
2. Upon request, the Parties shall provide one another all the assistance necessary to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, or airports and air navigation facilities, and all other threats to the security of civil aviation.
3. In their mutual relations, the Parties shall act in observance of the aviation security provisions established by ICAO and defined as Annexes to the Convention, and they shall require operators of aircraft of their registry, operators of aircraft with head-offices or permanent residence in their territory, and operators of airports in their territory, to act pursuant to those 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) above, applicable by the other Party for entry into, departure from, or while within its territory. 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, 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 deal with a particular threat.
5. In the event of an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, or their passengers and crew, or against airports or air navigation facilities, the Parties shall assist each other by facilitating communications and other appropriate measures intended to rapidly and safely end such incident or threat.
6. Each Party shall have the right, within sixty (60) days after the corresponding notification (or any shorter period as may be agreed by the aeronautical authorities), for its aeronautical authorities to conduct an assessment -in the territory of the other Party- of the security measures carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the territory of the first Party. The administrative arrangements for carrying out such assessments shall be

agreed upon by the aeronautical authorities and implemented without delay in order to ensure expeditious assessments.

7. When a Party has reasonable grounds to believe that the other Party is not observing the provisions of this Article, it may request consultations. Such consultations will take place within a period of fifteen (15) days from receipt of the request by either Party. Failure to reach a satisfactory agreement within fifteen (15) days from the start of consultations shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the airline or airlines designated by the other Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Party may take interim action at any time.

Article 10 **User Charges and Taxes**

1. User charges that may be imposed by the competent charging authorities or bodies of each Party on the airlines of the other Party shall be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users, in accordance with the laws and regulations of each Party. In any event, any such user charges shall be assessed on the airlines of the other Party on terms not less favourable than the most favourable terms available to any other airline at the time the charges are assessed.
2. Airports, airways, air traffic control and air navigation services, aviation security, and other related facilities and services provided in the territory of one Party shall be made available for use by the airlines of the other Party on terms no less favourable than the most favourable terms available to any airline using similar international air services at the time arrangements for such use are made.

Article 11 **Customs duties**

1. Aircraft operated on international air services by the designated airlines of either Party, as well as their regular, equipment, spare parts, fuel, lubricants, and supplies (including food, beverage and tobacco) on board such aircraft- shall be exempt from all Customs duties, to the extent that the equipment and supplies remain on board the aircraft, or within the sterile area of the airport, until the time of being re-exported.
2. The exemptions granted in this Article shall apply to products considered in the above paragraph 1:
 - a. introduced in the territory of the Party by, or on behalf of, the designated airline of the other Party;
 - b. retained on board aircraft of the designated airline of one Party upon their arrival in, or leaving, the territory of the other Party; or

- c. taken on board aircraft of the designated airline of one Party in the territory of the other Party and intended for use in operating the agreed services; or
 - d. used or consumed, in whole or otherwise, within the territory of the Party granting the exemption, provided that the ownership thereof is not transferred in the territory of such Party.
3. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of a designated airline of either Party, may be unloaded in the territory of the other Party only with the approval of the Customs authorities of that territory. In such case, they may be placed under the supervision of the such authorities until the time of being re-exported, or otherwise disposed of, in accordance with applicable Customs regulations.

Article 12 Taxation

1. Profits originating in the operation of the aircraft of a designated airline on international air services, as well as the goods and services supplied to them, shall be taxable pursuant to the laws in force of each Party.
2. User charges imposed by the competent tax authorities of one Party shall be applied to the airlines of the other Party on a non-discriminatory basis, and under equal terms and conditions.
3. Where the Parties have a special agreement in place for the avoidance of double taxation with respect to taxes on income and on capital, then the provisions of the latter shall prevail

Article 13 Fair Competition

1. The designated airlines of both Parties shall have a fair and equal opportunity to operate the services agreed on the specified routes.
2. Each Party shall take action, within its jurisdiction, to eliminate all forms of discrimination and unfair or predatory competitive practices in the exercise of the rights set forth in this Agreement.
3. Each designated airline shall have a fair and competitive environment under the competition laws of the Parties.

Article 14 Capacity

1. Each Party shall allow each designated airline to determine the frequency and capacity of the international air services it offers, based on commercial considerations of the marketplace.

2. Neither Party shall unilaterally limit the volume of traffic, frequency, or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational safety, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.
3. Neither Party shall impose on the other Party's designated airlines a first refusal requirement, uplift ratio, no-objection fee, or any other requirement regarding capacity, frequency or traffic proven inconsistent with the object of this Agreement.
4. Except as necessary, the Parties may request the other Party's Airlines - for data and registration purposes- to provide information on schedules, charter flight programs, or operational plans, on a non-discriminatory basis to enforce uniform conditions as set forth in the above paragraph 2) of this Article, or as it may be specifically authorized in an Annex to this Agreement. Upon the requirement by a Party of such data for information and operational purposes, it should be submitted at least fifteen (15) days before commencement, and the administrative burdens of filing requirements and procedures should be minimized for air transportation intermediaries and designated airlines of the other Party.

Article 15 **Pricing (Tariffs)**

1. Each designated airline shall define its tariffs for air transport, based on marked-related considerations. Intervention by the Parties shall be limited to:
 - a. avoiding discriminatory practices or tariffs;
 - b. protecting consumers from excessively high or restrictive tariffs that result from the abuse of a dominant position; and
 - c. protecting airlines in cases of tariffs reduced artificially due to direct or indirect public support or subsidies.
2. The aeronautical authorities of the Parties may not take unilateral action to prevent the inauguration of any proposed tariff or the continuation of an effective tariff of a designated airline of either Party, except for the provisions established in paragraphs 3 and 4 in this Article.
3. The aeronautical authorities of each Party may require the filing of tariffs, for carriage to or from its territory, in observance of applicable laws.
4. When the aeronautical authorities of either Party believe that a tariff, proposed on in force, is not compatible with the considerations established in paragraph 1 of this Article, then they shall notify the aeronautical authorities of the other Party about their reasons for dissatisfaction as soon as possible. The aeronautical authorities of both Parties shall use their best efforts to solve the issue. Each Party may request consultations. Such consultations shall be held not later than thirty (30) days after receipt of the request. The Parties shall cooperate in securing the information necessary to reach a reasoned resolution of the issues. If the

Parties reach an agreement regarding a tariff that has been subject to a notice of dissatisfaction, then each Party shall use its best efforts to put that agreement into effect. If no mutual agreement is reached after the consultations, then the tariff in question shall continue in force.

Article 16
Currency Conversion and Transfer of Revenues

Each Party shall allow the designated airlines of the other Party to convert and transfer abroad all local revenues from the sale of air transportation services and local associated activities, with conversion and remittance permitted promptly without restrictions, and pursuant to tax laws in force, at the rate of exchange applicable on the date of the request for conversion and remittance.

Article 17
Sales and Marketing of Air Transportation Services

1. Each Party shall grant the designated airlines of the other Party the right to sell and market, in its territory, international air transport services and related products (directly or through agents or other intermediaries of the airline's choice), including the right to establish offices, both online and offline.
2. Each airline shall have the right to sell air transportation services in the currency of the territory or, at its choice, in freely convertible currencies of other countries, and any person shall be free to purchase such air transportation services in currencies accepted by that airline.

Article 18
Ground Handling

1. Every designated airline shall be entitled to perform its own ground handling services in the territory of any other Party and, at its option, to hire ground handling services, in whole or in part, from any agent duly authorized to provide such services. In cases where the applicable laws, regulations or contractual provisions limit or preclude the freedom to hire such services or to perform self-handling, then all designated airlines shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services supplied by one or more providers.
2. The exercise of the rights set forth in paragraphs 1 above shall be subject only to physical or operational constraints resulting from considerations of the airport's operational safety or aviation security.

Article 19
Code-sharing Regulations and Cooperative Arrangements

1. In operating or holding out the authorized services on the agreed routes, any designated airline of one Party may enter into cooperative marketing arrangements such as joint venture, blocked space or code-sharing arrangements with:
 - a. one or several airlines of either Party;

- b. one or several Airlines of a third country, in accordance with the following terms and conditions:
 - i. airlines that are parties to code-sharing agreements must be holders of the corresponding rights to operate the route, or sector of the route, involved, in observance of the norms applicable by each Party for this type of services;
 - ii. the airlines shall comply with the requirements normally applicable to code-sharing services and agreements -more specifically those relating to passenger protection and information, and those concerning operational safety.
2. The airlines are required to submit any proposed cooperative arrangement, for approval by the aeronautical authorities of both Parties, at least thirty (30) days before its proposed introduction.
3. The aeronautical authorities of each Party shall decide, within a maximum period of thirty (30) calendar days, the requests submitted for their consideration, following compliance with the requirements applicable pursuant to the laws and regulations of each country.

Article 20 **Computer Reservation Systems (CRS)**

Each Party shall apply, within its territory, the ICAO Code of Conduct for the Regulation and Operation of Computer Reservation Systems, in combination with other regulations and obligations applicable to computer reservation systems.

Article 21 **Statistics**

The aeronautical authorities of the Parties shall, upon request, provide one another with periodic statistics or other similar information relative to the traffic carried on the agreed services.

Article 22 **Registration of Schedules**

The designated airline of each Party shall submit its envisaged flight schedules for registration by the aeronautical authorities of the other Party, at least thirty (30) days prior to the operation of the agreed services. The same procedure shall apply to any modification of such schedules.

Article 23 **Settlement of Disputes**

1. In the event of any dispute arising between the Parties relative to the construction or application of this Agreement -with the exception of disputes arising in relation to Article 13 (Fair competition), Article 8 (Operational Safety), and Article 15 (Pricing-Tariffs)-, the Parties shall, in the first place, endeavour to settle it by means of consultations and negotiation.

2. If the Parties fail to reach a settlement by means of consultations, then the provisions set forth to that end in the Charter of the United Nations shall apply.

Article 24 **Consultations and Amendments**

1. Either Party may, at any time, request consultations relative to this Agreement, including its Annex. Such consultation shall begin as soon as possible, but not later than forty-five (45) days from the date of receipt of such request by the other Party, unless otherwise agreed.
2. Any amendment to this Agreement, except for changes made to the Annex hereto, shall become effective on the date of the last notification by either Party, informing the other Party through diplomatic channels, about the completion of all the internal legal procedures necessary for the entry into force.
3. The application of the terms set forth in the Annex to this Agreement shall be agreed upon in writing directly between aeronautical authorities, in accordance with the principles and provisions contained in this Agreement.
4. Notwithstanding the provisions of this Article, amendments relating only to the Annex may be agreed upon between the aeronautical authorities of the Parties and they shall come into force pursuant to what they have agreed, and in accordance with the national laws and regulations of the Parties.

Article 25 **Multilateral Agreements**

If both Parties become parties to a multilateral agreement that addresses matters covered by this Agreement, then they shall consult one another to determine whether this Agreement should be revised to take into account the multilateral agreement.

Article 26 **Termination**

Either Party may, at any time, serve notice on the other Party, in writing and through diplomatic channels, of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to ICAO. This Agreement shall terminate at midnight, twelve months after the date of receipt of the notice by the other Party, unless the notice is withdrawn by way of an agreement before the end of such period. In the absence of acknowledgement of receipt by the other Party, the notice shall be deemed to have been received fourteen (14) days after receipt of the notice by ICAO.

Article 27 **ICAO Registration**

This Agreement and any amendment thereto shall be registered, immediately following its entry into force, at the International Civil Aviation Organization.

Article 28
Entry into Force

This Agreement shall come into force on the thirtieth (30th) day from the date of receipt by either Party, from the other Party, of a diplomatic note, stating the completion of their respective legal procedures necessary for the entry into force of this Agreement.

IN FAITH WHEREOF, the undersigned, duly authorized by their respective governments, have executed this Agreement.

Subscribed in XXXXXXXXX, Xxxx, on the XX day of XXXXXX of 202X, on two counterparts of identical tenor, both originals, in Spanish language.

ON BEHALF OF THE ORIENTAL
REPUBLIC OF URUGUAY

ON BEHALF OF REPUBLIC OF KENYA

ANNEX I

Route schedule

Section 1

A. Routes to be operated by the airline or airlines designated by the Republic of Kenya, for the passenger, cargo and mail services and the exclusive cargo services:

Points in Republic of Kenya	Intermediate Points	Points in the Oriental Republic of Uruguay	Beyond Points
Any point	Any point	Any point	Any point

B. Routes to be operated by the airline or airlines designated by the Oriental Republic of Uruguay, for the passenger, cargo and mail services and the exclusive cargo services:

Points in the Oriental Republic of Uruguay	Intermediate Points	Points in the Republic of Kenya	Beyond Points
Any point	Any point	Any point	Any point

Operational Flexibility

Section 2

The designated airlines of either Party may, on any or all flights, and at their option:

1. operate traffic rights including third and fourth, freedoms of the air, in the passenger mode, without limitations on frequency; the another freedoms (5th 6th 7th 8th and 9th freedoms) may accorded by the Aeronautical Authorities.
2. operate flights in either or both directions, combine different flight numbers within one aircraft operation, and omit stops at any point or points, provided that the services commence or end at a point in the territory of the Party designating the airline;
3. serve intermediate and beyond points in the territories of the Parties on the routes in any combination and in any order, provided that the services commence or end at a point in the territory of the Party designating the airline;
4. transfer traffic (including code-share operations) from any of its aircraft to any of its other aircraft at any point on the routes; and

5. Each Party shall accept the authorization of the designator code by the other Party to its airlines for identifying their flights, provided that it has been made clear to consumers, at the point of sale, which airline will actually operate each segment of the service, and which airline or airlines will be part of the contractual relation with the consumer.

Annex II
Exclusive cargo services

1. Every designated airline, when engaged in the international transport of air cargo
 - a. shall be accorded non-discriminatory treatment regarding access to facilities and services for cargo clearance, handling, storage, and facilitation;
 - b. may, subject to local laws and regulations, use and/or operate directly other modes of transport;
 - c. may use leased aircraft, provided that such operation complies with the equivalent aviation safety and security standards applied to other aircraft of designated airlines, in observance of the internal laws of each Party, for approval of this type of agreements;
 - d. may enter into cooperative arrangements with other air carriers such as code-sharing; and
 - e. may determine its own cargo tariffs, which may be subject to the requirement of being submitted to the aeronautical authorities of either Party
2. In addition to the rights in paragraph 1 above, every designated airline - when engaged in exclusive cargo transport on scheduled and non-scheduled services- may provide such services to and from the territory of (any of) the Party(Parties), without limitation as to frequency, capacity, routes, types of aircraft or origin and destination of cargo, exercising rights of up to seventh freedom of the air.

DELEGATION OF ORIENTAL REPUBLIC OF URUGUAY

Jefe de Delegación

Brig. Gral. (Av.) Lic. LEONARDO BLENGINI

Director Nacional de Aviación Civil e Infraestructura
Aeronáutica

Delegados

Esc. PABLO SEITUN

Director de Transporte Aéreo Comercial DINACIA

Tte. 2° (T.P.) Dra. VIRGINIA SILVERA

Asesora en Política Aeronáutica y Asuntos Internacionales
DINACIA

Dr. SERGIO PERZ LAURO

Asesor DINACIA

Dra. MARIA ANGÉLICA GONZÁLEZ

Directora General de Transporte Aéreo - MTOP