

**No. 48121**

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**United Republic of Tanzania  
and  
South Africa**

**Memorandum of Understanding between the Government of the United Republic of Tanzania and the Republic of South Africa (with attachments). Dar es Salaam, 15 October 2009**

**Entry into force:** *15 October 2009 by signature, in accordance with article 10*

**Authentic text:** *English*

**Registration with the Secretariat of the United Nations:** *United Republic of Tanzania,  
12 January 2011*

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**République-Unie de Tanzanie  
et  
Afrique du Sud**

**Mémorandum d'accord entre le Gouvernement de la République-Unie de Tanzanie et la République sud-africaine (avec pièces jointes). Dar es-Salaam, 15 octobre 2009**

**Entrée en vigueur :** *15 octobre 2009 par signature, conformément à l'article 10*

**Texte authentique :** *anglais*

**Enregistrement auprès du Secrétariat des Nations Unies :** *République-Unie de Tanzanie,  
12 janvier 2011*

[ ENGLISH TEXT – TEXTE ANGLAIS ]<sup>1</sup>

**MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE  
UNITED REPUBLIC OF TANZANIA AND THE REPUBLIC OF SOUTH AFRICA**

Delegations representing the Government of the United Republic of Tanzania and the Government of the Republic of South Africa met in Dar es Salaam on 15 October 2009. The lists of the respective delegations are attached as **Attachment A**. The discussions were held in a friendly and cordial atmosphere and the two delegations reached the following understanding.

**1. The Air Services Agreement**

- (a) In order to reflect the developments that have taken place in the field of civil aviation since the time of review of the Air Services Agreement (ASA) in March 2003 the Delegations agreed upon several amendments and modifications to the current text of the "initialed ASA".
- (b) The Heads of Delegations initialed the revised text of the Air Services Agreement (hereinafter referred to as "Agreement") in the English language, which is attached as **Attachment B** and agreed to recommend to their respective Governments to formally sign the ASA by April 2010 or sooner if possible. The place and date of signing will be determined through diplomatic channels.
- (c) It was decided that, pending the completion of the constitutional requirements of each Contracting Party necessary to formally adopt the Agreement text initialed today, that the aeronautical authorities would act in conformity with the provisions of the Agreement initialed today and to implement it administratively from the date hereof, subject to the understanding hereinafter mentioned with respect to the traffic rights to be exercised by the designated airlines.

**2. Traffic Rights to be exercised by the designated airlines.**

Both delegations noted that the ASA initialed contains some provisions of Yamoussoukro Decision (YD). The Republic of South Africa proposed the the initialed agreement incorporate fully the provisions of YD. The United Republic of Tanzania noted this request and proposed that the liberalization be implemented on a gradual basis. Both delegations agreed that full implementation of YD be considered at a later date.

**3. Designation**

Both Parties confirmed the multiple designation regime.

Pursuant to Article 3 of the Agreement, the two delegations agreed as follows:

<sup>1</sup> Published as submitted.

The Government of the United Republic of Tanzania accepted the designation of South African Airways, 1Time Airlines and other airlines to be notified at a later dates.

The Government of the Republic of South Africa accepted the designation of Air Tanzania Company Limited, Precision Air Services Limited, Community Airlines and Air Zara APA International Limited and other airlines to be designated in future.

#### **4. Code-share Services**

In operating the authorised services on the agreed routes, any designated airline of one Contracting Party may, subject to applicable competition Laws and regulations, enter into cooperative marketing arrangements like code-share, with:-

- (a) an airline or airlines of the other Contracting Party;
- (b) an airline or airlines of a third country, provided that such third country authorises or allows comparable arrangements between the airlines of the other party and other airlines on services to, from and via such third country;

provided that all airlines in such arrangements:-

- (i) hold the appropriate authorisation;
- (ii) meet the requirements normally applied to such arrangements; and
- (iii) must, in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which airline will actually operate each sector of the service and which airline or airlines the purchaser is entering into contractual relationship.

##### **4.1 Counting of Code-shared Services**

Each code-sharing service operated by the designated airlines of either country will count as one (1) frequency, whereas the code-sharing services of the marketing carrier will not be counted as a frequency

##### **4.2 Commercial Agreements**

All commercial agreements in this regard shall be filed for approval and subject to review by both Aeronautical Authorities prior to their introduction

**5. Tariff Regime**

The two delegations agreed to adopt a non regulated tariff regime.

**6. Route Schedule**

The two delegations agreed on the Route Schedule which is contained in the agreement Attachment "C"

**7. Capacity and Frequencies**

**7.1 Passenger Services**

Pursuant to Article 2 and Article 4 of the Agreement, the two delegations agreed that, the designated airline(s) of each Contracting Party shall be permitted to operate up to 21 flights per week in each direction, using any type of aircraft. It was further agreed that an increase in frequencies will be favourably considered through correspondences, once the agreed 21 have been utilised.

**7.2 Air Cargo Services**

The two delegations agreed that the designated airlines of the Contracting Parties may operate all cargo flights without any restriction as to capacity or frequency, with owned or leased aircraft and may exercise full fifth freedom cargo carriage traffic rights to and from any intermediate and beyond point.

**8. Fifth Freedom Traffic Rights**

The two delegations reached an agreement that the designated airlines of either Contracting Party may exercise full fifth freedom traffic rights only on the sectors not serviced by the designated airline(s) of the other Contracting Party. Such conferred rights shall cease within six (6) months after commencement of operations by the airline(s) of the other Contracting Party.

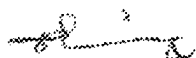
**9. Provisional Effect of the Agreement**

Pending the coming into force of the Agreement, the two delegations agree that the contents of the Agreement and this Memorandum of Understanding shall come into effect as from the date of signature of the MOU.

**10. Entry into Force and Power to Supercede**

This Memorandum of Understanding comes into effect upon its signature and supercedes the Confidential Memorandum of Understanding signed previously.

DONE AT Dar es Salaam on this 15<sup>th</sup> day of October 2009.



Kirenga R. Ndemino

**FOR THE GOVERNMENT OF THE  
UNITED REPUBLIC OF TANZANIA**



Vuwani Ndwanato

**FOR THE GOVERNMENT OF THE  
REPUBLIC OF SOUTH AFRICA**