

AIR SERVICES NEGOTIATIONS
BETWEEN
UNITED ARAB EMIRATES
AND
THE REPUBLIC OF KENYA
16TH - 17TH September 2002

PAPERS LAID	
DATE	18/02/2021
TABLED BY	Sen Mutua K. Jr
COMMITTEE	Roads & Transport
CLERK AT THE TABLE	Gillian

MEMORANDUM OF UNDERSTANDING

The delegations representing the Government of the United Arab Emirates and the Government of the Republic of Kenya (hereinafter referred to collectively as the "Delegations" or "UAE" and "Kenya" respectively) met in Abu Dhabi on 16th and 17th September 2002 for consultations for the purpose of further expanding the opportunities available for the operations of air services between and beyond their respective countries under the Air Services Agreement signed on 25th August 1989 (hereinafter referred to as the "ASA"). Discussions were held in a very friendly and cordial atmosphere. The composition of the two delegations is attached as **Attachment - A** and **Attachment - B** respectively.

The following understandings were agreed between the Delegations:

A. Modification and amendments to the ASA

In order to reflect the developments that have taken place in the field of civil aviation since the time of signing of the ASA, the Delegations agreed to amend "Article 8 – Principles Governing Operating of Agreed Services", "Article 14 – Aviation Security" of the current ASA and to include a new article as Article 14bis on Aviation Safety. The agreed texts of these three Articles are attached as **Attachments – C, D and E** respectively.

The Delegations agreed to administratively implement the provisions of these three Articles from the date hereof pending their entry into force on the date of exchange of diplomatic notes as required by Article 18 of the ASA.

B. Designation

The UAE Delegation stated that GulfAir and Emirates continue to be the designated airlines of the United Arab Emirates. The Delegation of Kenya stated that Kenya Airways continues to be a designated airline of Kenya and in addition designated African Express International Airways and AirKenya Aviation Ltd. as designated airlines.

The UAE delegation explained GulfAir's unique establishment, ownership and operational structure, issuance of licences and certificates relating to GulfAir and the position of GulfAir as a designated airline of a number of States in the Gulf, which differ from that usually found in aviation matters. The Delegation of Kenya noted these special circumstances. The Aeronautical Authorities of Kenya undertook not to exercise against GulfAir its powers under Articles 4 and 5 of the ASA, provided that substantial ownership and effective control of GulfAir always remain with the Governments of the United Arab Emirates, the Sultanate of Oman, the Kingdom of Bahrain and State of Qatar and / or their nationals. The Aeronautical Authorities of Kenya also undertook to acknowledge the applicability of the licences and certificates issued by the Civil Aviation Authorities of the Sultanate of Oman to GulfAir, for the purpose of the ASA.

PARLIAMENT
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C. Route Schedule

The Delegations agreed to revise the Route Schedule annexed to the ASA and as amended thereafter, by incorporating a liberal route schedule for the designated airlines of both Contracting Parties. The revised Route Schedule is attached to this MOU as **Attachment - F** and in accordance with the provisions of Article 18 of the ASA, it shall replace the current Annex to the ASA and shall come into force with effect from the date hereof.

D. Frequency & Capacity

The Delegations agreed not to impose any restriction on capacity, the number of frequencies and/or type(s) of aircraft to be operated by the designated airlines of both Contracting Parties in any type of service (passenger, cargo separately or in combination) with any type of owned or leased aircraft. Accordingly, each designated airline is free to determine the frequencies, capacity and aircraft type it offers on the Agreed Services.

E. Exercise of Fifth Freedom Traffic Rights

1. The Delegations agreed to permit the designated airline(s) of each side, while operating scheduled passenger services, to exercise full fifth freedom traffic rights in the following manner:
 - a) For UAE designated airlines, Cape Town, Durban, Addis Ababa, Khartoum, Djibouti, Mogadishu, Seychelles, Muscat, Jeddah, Asmara, Sana'a and Aden with full fifth freedom traffic rights. These points could be used either as intermediate points and/or beyond points at the discretion of the designated airline exercising the rights.
 - b) For Kenya designated airlines, Cape Town, Durban, Addis Ababa, Khartoum, Djibouti, Mogadishu, Seychelles, Muscat, Jeddah, Asmara, Sana'a, Aden, Doha, Hong Kong and Karachi with full fifth freedom traffic rights. These points could be used either as intermediate points and/or beyond points at the discretion of the designated airline exercising the rights.
2. In respect of all cargo operations, the Delegations agreed that there would be no restriction in the exercise of fifth freedom traffic rights. Accordingly the designated airline(s) of each side may operate all cargo services with any type of owned or leased aircraft, between any point in the United Arab Emirates and any point in Kenya, via any intermediate point(s) and to any beyond point(s), exercising full fifth freedom traffic rights on all sectors.

F. Code sharing

1. Designated Airline(s) of each Contracting Party may, either as a marketing carrier or as an operating carrier, freely enter into cooperative marketing arrangements including, but not limited to blocked space and/or code share arrangements (including third country code share arrangements) with any other airline or airlines.
2. The code-sharing partners shall agree as to the manner they will deal in respect of liability and on matters such as aviation security, aviation safety and facilitation. A summary of the agreement setting out the salient terms shall be filed with the Aeronautical Authorities of each Contracting Party before providing code share services.



3. The Aeronautical Authorities concerned shall accept such arrangements provided that the airline(s) which will hold out carriage on the particular leg or route of the code shared services have the underlying traffic rights and/or authorizations.
4. The marketing carrier(s) should, in respect of the air transportation sold, ensure that it is made clear to the purchaser at the point of sale that it is a code-shared service, the identity of the airline which will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

G. Non-scheduled services

The Delegations agreed to permit unrestricted operation of non-scheduled services by the designated airlines of either Contracting Party on the agreed routes using any type of aircraft.

H. Avoidance of Double Taxation

The Delegations agreed to recommend to their relevant authorities to consider concluding an agreement for the Avoidance of Double Taxation on revenues of the designated airlines and their personnel.

I. Exemption from Custom Duties and other Charges

The UAE Delegation proposed that the following items be exempted from customs duties and other national and/or local charges since the UAE exempts these items.

"Printed ticket stock, airway bills, staff uniforms, computers and ticket printers used by a designated airline for reservations and ticketing, communication equipment for use in the airport area, any printed material which bears the insignia of a designated airline printed thereon and usual publicity and promotional materials distributed free of charge by such designated airline"

The Kenya Delegation undertook to consult their appropriate authorities in respect of this matter and to inform the UAE of the outcome of such consultation.

J. Further consultations

The Delegations agreed to meet as often as the need arises to discuss issues of mutual interest to further expand the opportunities available under the ASA

This Memorandum of Understanding shall come into effect on the date of signature and shall supersede all previous memoranda between the Aeronautical Authorities of UAE and Kenya.

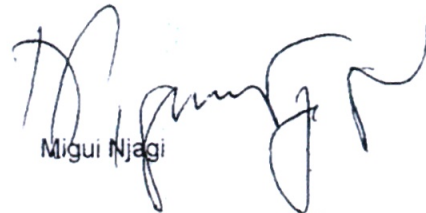
Signed at Abu Dhabi on this 17th day of September 2002.

For the Government of the
United Arab Emirates



Mohamed Yahya Al-Suweidi

For the Government of the
Republic of Kenya



Migui Njagi

UAE Delegation

H. E. Mohamed Yahya Al Suweidi (Leader)	Assistant Undersecretary for Civil Aviation
Mr. Mohamed A. Ahli	Operations Director, Department of Civil Aviation, Dubai.
Mr. Mohamed Rashid Al Mohanadi	Department of Civil Aviation, Abu Dhabi.
Mr. Ahmed Hussain Bukalla	Operations Director, Department of Civil Aviation, Sharjah.
Mr. Mohamed Al Khadar	Operations Director, Department of Civil Aviation, Ras Al Khaimah.
Mr. Senerath D. Liyanage	Air Transport Adviser, Ministry of Communications.
Mr. Sultan Al Marzouqi	Ministry of Communications.
Mr. Abdul Wahed Al Khateeb	Ministry of Communications.
Mr. Abdulla Mohamed Abu Aisheh	Senior Administrator, Ministry of Communications.
Mr. Tony M. Tayeh,	Head of Planning, International & Industry Affairs, Emirates Airline.
Mr. Shankar Chatterjee,	Manager, International Affairs and Airline Cooperation, Emirates Airline.
Mr. Hassan Abdul Latif Hassani	Manager, Government & International Relations, GulfAir.



Kenya Delegation

Mr. Migui Njagi (Leader)	Deputy Secretary, (MOTC)
Mr. William Yagomba	Principal Air Transport Officer, (MOTC)
Mr. Apollo Mboya	Legal Officer State Law Office, Kenya
Mr. Michael Kiboino	Legal Officer, Ministry of Foreign Affairs
Mr. Ken Vitisia	First Secretary, Embassy of Kenya, Abu Dhabi.
Mr. J.J. Tito	Manager, Legal Services – Kenya Airports Authority
Mr. Nixon Ooko	Manager Ground Operations & Industry Affairs Air Kenya / Regional Air
Mr. W.H. O. Okanga	Manager, Government and Industry Affairs Kenya Airways



ARTICLE 8 - PRINCIPLES GOVERNING OPERATING OF AGREED SERVICES

1. Each Contracting Party shall allow fair and equal opportunity for the Designated Airlines of both Contracting Parties to compete in providing the international air transportation governed by this Agreement.
2. Each Contracting 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 Contracting Party in the exercise of the rights and entitlements set out in this Agreement.
3. There shall be no restriction on the capacity and the number of frequencies and/or type(s) of aircraft to be operated by the Designated Airlines of both Contracting Parties in any type of service (passenger, cargo separately or in combination). Each Designated Airline is permitted to determine the frequency, capacity it offers on the Agreed Services.
4. Neither Contracting Party shall unilaterally limit the volume of traffic, frequencies, regularity of service or the aircraft type(s) operated by the Designated Airlines of the other Contracting Party, except as may be required for customs, technical, operational or environmental requirements under uniform conditions consistent with Article 15 of the Convention.
5. Neither Contracting Party shall impose on the Designated Airlines of the other Contracting Party, a first refusal requirement, uplift ratio, no objection fee or any other requirement with respect to capacity, frequencies or traffic which would be inconsistent with the purposes of this Agreement.



ARTICLE 14 – AVIATION SECURITY

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.
2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the *Convention on Offences and Certain Other Acts Committed on Board Aircraft* signed at Tokyo on 14 September 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft* signed at the Hague on 16 December 1970, the *Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation*, signed at Montreal on 23 September, 1971 and the *Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation done at Montreal on 23 September 1971*, signed at Montreal on 24 February 1988, and any other agreement governing civil aviation security binding upon both Contracting Parties.
3. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities and any other relevant threat to the security of civil aviation.
4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties.
5. In addition, the Contracting Parties shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their Territory and the operators of airports in their Territory act in conformity with such aviation security provisions as are applicable to the Contracting Parties.
6. Each Contracting Party agrees that its operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 4 above applied by the other Contracting Party for entry into, departure from, or while within the Territory of that other Contracting Party.
7. Each Contracting Party shall ensure that measures are effectively applied within its Territory to protect the aircraft and to security screen their passengers, crew and carry-on items and to carry out appropriate security checks on baggage, Cargo and aircraft stores prior to boarding or loading. Each Contracting Party also agrees to give positive consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

8. 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 and air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate such incident or threat as rapidly as possible commensurate with minimum risk to life from such incident or threat.
9. Each Contracting Party shall take such measures as it may find practicable to ensure that an aircraft of the other Contracting Party subjected to an act of unlawful seizure or other acts of unlawful interference which is on the ground in its Territory is detained thereon unless its departure is necessitated by the overriding duty to protect the lives of its passengers and crew.
10. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the Aeronautical Authority of the first Contracting Party may request immediate consultations with the Aeronautical Authority of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of paragraph (1) of Article 4 of this Agreement. When required by an emergency, a Contracting Party may take interim action under paragraph (1) of Article 4 prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Contracting Party with the security provisions of this Article.



ATTACHMENT – E

ARTICLE 14BIS – SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within 30 days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas mentioned in paragraph 1 that meet the standards established at that time pursuant to the Convention, the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with those standards. The other Contracting Party shall then take appropriate corrective action within an agreed time period.
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 Contracting Party, on services to or from the Territory of the other Contracting Party, may, while within the Territory of the other Contracting Party be the subject of a search by the authorized representatives of the other Contracting Party, provided that this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Chicago Convention, the purpose of this search is 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 established at that time pursuant to the Convention.
4. When urgent action is essential to ensure the safety of an airline operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorization of an airline or airline of the other Contracting Party.
5. Any action by one Contracting Party in accordance with paragraph 4 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.
6. With reference to paragraph 2 above, if it is determined that a Contracting Party remains in non-compliance with the standards established at that time pursuant to the Convention when the agreed time period has lapsed, the Secretary General of the International Civil Aviation Organization should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.



Route Schedule

Section 1

Routes to be operated by the designated airline(s) of United Arab Emirates

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in the UAE	Any Points	Any Points in Kenya	Any Points

Section 2

Routes to be operated by the designated airline(s) of Kenya

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Points in Kenya	Any Points	Any Points in the UAE	Any Points

Notes

1. The designated airline(s) of both Contracting Parties may, on any or all flights, omit calling at any or all intermediate or beyond point(s); transfer traffic from any aircraft used by them to any other aircraft at any point or points in the route; combine different flight numbers within one aircraft operation; and use own or leased aircraft, provided that the services on these agreed routes originate or terminate in the Territory of the Contracting Party designating that airline.
2. The exercise of fifth freedom traffic rights by the designated airline(s) of both Contracting Parties will be in conformity with the arrangements that exist between the Aeronautical Authorities of both Contracting Parties.



Salem Obaidalla
Senior Vice President
Aeropolitical and Industry Affairs
Emirates Group Headquarters
P.O. Box 686, Dubai, UAE
Ph : +9714 7082020
Fax : +9714 2864046
Email : salem.obaidalla@emirates.com

Dated 3rd March 2019
Ref : AIA-030319-01

Honourable James W. Macharia, EGH
Cabinet Secretary
Ministry of Transport, Infrastructure, Housing and Urban Development
Ngong Road
P. O. Box 52592 – 00200
Nairobi
Republic of Kenya
Email: cs@transport.go.ek; jwmacharia@transport.go.ke

Your Excellency,

Greetings!

I am writing with regard to Emirates' passenger operations to Nairobi and our strong commitment to the Kenyan market.

Emirates has been proudly operating its scheduled passenger services to Nairobi since 1995. We have always grown the Dubai-Nairobi route in a progressive and carefully planned manner reaching 14 weekly flights in 2003. In response to the enormous market demand and fast economic development of Kenya, Emirates further added a third daily service on the route which was operated successfully during Summer 2017 season.

As well as providing choice and convenience for the Kenyan customers, Emirates' services have been generating significant benefits to Kenya's connectivity, tourism, jobs creation and economy at large.

I am now very pleased to inform your Excellency of Emirates' plan to re-introduce its third daily passenger service on the Dubai-Nairobi route, to further enhance its significant economic contribution and help meet the enormous market demand. Emirates intends to re-commence the third daily service effective from 1st July 2019 and operate it on a year-round basis henceforth.

Emirates has included the third daily frequency, to be operated with flight numbers EK717/718, as part of the schedule filing for Summer 2019 season submitted to your esteemed Ministry for approval.

P.O. Box 686, Dubai, United Arab Emirates.
Tel: +9714 708 1111
emirates.com

ص.ب. ٦٨٦ دبي، الإمارات العربية المتحدة.
هاتف: ٧٠٨ ١١١١ -٩٧١٤
emirates.com



PAPERS LAID	
DATE	18/02/2021
TABLED BY	Sen Mutula K. J.
COMMITTEE	Roads & Transport
CLERK AT THE TABLE	Kilian



As your Excellency would be kindly aware, the operation of three daily flights by Emirates is fully in accordance with the existing bilateral air services arrangements between Kenya and the United Arab Emirates.

I would highly appreciate your Excellency's support for approval of Emirates third daily service to Nairobi as filed.

Thanking you, I remain with assurances of our highest consideration,

Yours sincerely,

A handwritten signature in black ink, appearing to read "Salem Obaidalla".

Salem Obaidalla
Senior Vice President, Aeropolitical and Industry Affairs



PAPERS LAID	
DATE	18/02/2021
TABLED BY	Sen. Mutha K. J.
COMMITTEE	Roads & Transport
CLERK AT THE TABLE	Lillian

**MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING,
URBAN DEVELOPMENT AND PUBLIC WORKS**

STATE DEPARTMENT OF TRANSPORT

Telephone: (020) 2729200
Fax: (020) 2723076
Email: info@transport.go.ke

TRANSCOM BUILDING
NGONG ROAD
P.O. Box 52692 - 00200
NAIROBI

MOT&I/AT/028/227/Vol. VIII (14)

14th March, 2019

Mr. Hendrik Du Preez
Regional Manager East Africa
Emirates Airline
NAIROBI

Dear Sir,

EMIRATES AIRLINE PASSENGER SCHEDULE FOR SUMMER 2019

We refer to your letter Ref CAV19/002/MT dated 25th February, 2019 on the above subject.

We are unable to grant the third frequency. Kindly resubmit the below schedule without the third frequency for our consideration and approval.

Flt. No.	From	To	Day	Stn.	Std.	Stn.	Sta.	A/C
EK 717	01July2019	26 Oct 2019	1234567	DXB	01:50	NBO	05:50	777
EK718	01July2019	26 Oct 2019	1234567	NBO	07:25	DXB	13:30	777
EK719	31May2019	26 Oct 2019	1234567	DXB	10:15	NBO	14:15	777
EK720	31May2019	26 Oct 2019	1234567	NBO	16:35	DXB	22:40	777
EK721	31May2019	26 Oct 2019	1234567	DXB	16:00	NBO	20:05	777
EK722	31May2019	26 Oct 2019	1234567	NBO	24:45	DXB	04:50	777

Yours sincerely,

N. E. Bodo
FOR: PRINCIPAL SECRETARY



PAPERS LAID	
DATE	18/02/2021
TABLED BY	Sen. Mutula Kariuki
COMMITTEE	Roads & Transport
CLERK AT THE TABLE	Kilian



(Air Transport Department Tel: +971 4 2111677; Fax +971 4 2111620; airtransport@gcaa.gov.ae)
Ref: GCAA/ATD/ 327-19
Date: 19 September 2019

URGENT

H.E. James W. Macharia, EGH

Cabinet Secretary

Office of the Cabinet Secretary

Ministry of Transport, Infrastructure, Housing and Urban Development

Transcom House

Ngong Road

P.O. Box 52692 - 00200

Nairobi

REPUBLIC OF KENYA

Email: cs@transport.go.ke

Your Excellency,

SUBJECT: OPERATION OF EMIRATES AIRLINE 3RD DAILY SERVICE TO NAIROBI

The General Civil Aviation Authority (GCAA) of the United Arab Emirates (UAE) presents its compliments to the Office of the Cabinet Secretary of the Republic of Kenya (CSRK) and has the honor to refer to the GCAA's letter Ref. No. GCAA/ATD/065-19 dated 25 February 2019.

The GCAA has the further honour to recall that our letter under reference highlighted Emirates Airline's (EK) finalization of plans to re-introduce their third daily service to Nairobi beginning on 1 July 2019, continuing the operation of said service on a year-round basis. A new schedule with the proposed third daily service was included for consideration and approval.

Subsequently, the Principal Secretary, Ministry of Transport, Infrastructure, Housing Urban Development and Public Works, Kenya by letter Ref. No. MOT&I/AT/028/227/Vol. VIII (14) dated 14 March 2019 advised Emirates Airline that this schedule is not approved. Additionally, the letter requested EK to re-submit their schedule for approval, without the third frequency.

to



In relation to this matter, the GCAA wishes to again invite your attention to Paragraph D of the Memorandum of Understanding signed 17 September 2002 between the UAE and Kenya, which states:

"D. Frequency and Capacity

The Delegations agreed not to impose any restriction on capacity, the number of frequencies and/or type(s) of aircraft to be operated by the designated airlines of both Contracting Parties in any type of service (passenger, cargo separately or in combination) with any type of owned or leased aircraft. Accordingly, each designated airline is free to determine the frequencies, capacity and aircraft type it offers on the Agreed Services."

As can be deduced from the quoted text above, the mutually agreed arrangements clearly grant the designated airlines of both countries the right to operate unrestricted passenger services between the agreed points, and therefore Emirates Airline's planned re-introduction of its third daily passenger service to Nairobi is in full accordance with this agreement.

Your Excellency, the GCAA wishes to express its disappointment that the CSRK did not approve Emirates Airline's schedule, and requests your kind and immediate support so that the CSRK extends the requisite operational authorization to Emirates Airlines so that its planned third daily service may be re-introduced.

The General Civil Aviation Authority of the United Arab Emirates avails of this opportunity to renew to the Office of the Cabinet Secretary of the Republic of Kenya the assurances of its highest consideration.

Yours sincerely,


**For / Director General
Omar Bin Ghaleb**



c.c. UAE Ambassador to the Republic of Kenya



Ref: CAV20/008/MT

06th January, 2021

Mr. Nicholas Bodo
 Ag. Director, Air Transport
 Ministry of Transport
 P. O. Box 52692-00200
 Nairobi, Kenya

Dear Mr. Bodo

Ref: NBO REVISED PASSENGER- W20/21 CAV FILING

Further to the approval Ref: MOT&I/AT/028/227/VOL. VIII/(147) dated 30th December 2020, we would like to introduce two additional frequency on day 2 and 7 to our scheduled operations to/from Kenya effective 24th January 2021.

Appreciate your kind approval on the same.

Currently Published

Flight No	Eff Date	Dis Date	Freq	Dep	STD	Arr	STA	Actf
EK 719	01-Jan-21	26-Mar-21	12.45.7	DXB	02:20	NBO	06:30	77WR
EK 722	01-Jan-21	27-Mar-21	123.56	NBO	00:05	DXB	06:05	77WR
EK 719	06-Jan-21	27-Mar-21	_3_6_	DXB	09:35	NBO	13:45	77WR
EK 720	06-Jan-21	27-Mar-21	_3_6_	NBO	15:30	DXB	21:30	77WR

Proposed Schedule

Flight No	Rev. Flight	Eff Date	Dis Date	Freq	Dep	STD	Arr	STA	Actf
EK 719	EK 721	24-Jan-21	26-Mar-21	12.45.7	DXB	02:20	NBO	06:30	77WR
EK 722	No Change	25-Jan-21	27-Mar-21	123.56	NBO	00:05	DXB	06:05	77WR
EK 719		24-Jan-21	27-Mar-21	.23..67	DXB	09:35	NBO	13:45	77WR
EK 720		24-Jan-21	27-Mar-21	.23..67	NBO	15:30	DXB	21:30	77WR

➤ All Times in Local

Vours sincerely,


Nafisa Salim
 Sales Manager
 Emirates Kenya
 Nafisa Salim

Sales Manager/ Ag. Country Manager Kenya

PAPERS LAID	
DATE	18/02/2021
TABLED BY	Sen. Mupha KJ.
COMMITTEE	Roads & Transport
CLERK AT THE TABLE	Lillian



PAPERS LATE	
DATE	18/02/2021
TABLED BY	Sen. M.K. Junior
COMMITTEE	Roads & Transport
CLERK AT THE TABLE	Lillian

**MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING,
URBAN DEVELOPMENT AND PUBLIC WORKS
STATE DEPARTMENT FOR TRANSPORT
OFFICE OF THE PRINCIPAL SECRETARY**

Telephone: (+254 20) 2729200
Fax: (+254 20) 2726362
Email: ps@transport.go.ke
Website: www.transport.go.ke

When replying please quote Ref.

TRANSCOM HOUSE
NGONG ROAD
P.O. Box 52692 - 00200
NAIROBI

MOT&I/AT/028/227/ VOL.VIII(154)

29th January 2021

Ms. Nafisa Salim
Ag. Country Manager - Kenya
Emirates Airlines
NAIROBI

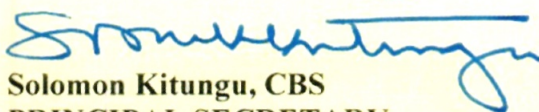
Dear *Ms. Salim,*

**EMIRATES AIRLINES REVISED PASSENGER SCHEDULE WINTER
2020/21 SEASON**

Reference is made to your letter No.CAV20/008/MT dated 6th January 2021 on the above.

This is to inform you that Emirates Airlines application to operate two (2) additional frequencies to and from Nairobi during winter 2021 season has been considered by the Cabinet Secretary. In this connection, we advise that for now, we are unable to grant the request for additional frequencies.

Yours

Sincerely,


**Solomon Kitungu, CBS
PRINCIPAL SECRETARY**

① ADLPS
Submitted for
Further processing
15/02/2021

② DCCMA
Submitted for
Further processing
201
15/02/21



TWELFTH PARLIAMENT - (FIFTH SESSION)

THE SENATE

REQUEST FOR STATEMENT

ON THE REFUSAL BY THE KENYA GOVERNMENT TO APPROVE THE APPLICATION BY EMIRATES AIRLINE TO INCREASE PASSENGER FLIGHTS ON THE DUBAI - NAIROBI ROUTE

③ Hon. Speaker
You may refer
16/2/21
A. M. O.
16/2/2021

Mr. Speaker, Sir,

I rise, pursuant to Standing Order 48(1), to seek a Statement from the Standing Committee on Roads and Transportation on the refusal by the Kenya Government to approve the application by Emirates Airline to increase passenger flights on the Dubai - Nairobi route despite a bilateral agreement between the governments of the two countries that supports the applications.

In the Statement, the Committee should: -

1. Explain the reason(s) for the two (2) rejections of Emirates application to re-introduce the third daily flight through a letter dated 3rd March, 2019, and also to increase passenger flights from (7) to (9) per week through a letter dated 6th January, 2021;
2. State the reasons why the Ministry of Transport, Infrastructure, Housing, Urban Development and Public Works breached the Memorandum of Understanding for air services between the United Arab Emirates and Kenya which had been implemented in good faith for 15 years, giving unrestricted entry to Emirates Airlines;
3. Explain the reason(s) why the Ministry of Transport, Infrastructure, Housing, Urban Development and Public Works has not utilized the clause on consultations under the agreement;
4. Confirm whether the Ministry is aware that the United Arab Emirates government has constructed a stall for the Kenyan Government at the Dubai Expo beginning in October 2021, and this dispute might ruin many available business opportunities, increasing the imbalance of trade;

5. Confirm whether the Ministry is aware that the United Arab Emirates Government had committed to build a modern COVID-19 laboratory at the Airport and this dispute ruined this opportunity; and,
6. Confirm whether the Ministry of Transport, Infrastructure, Housing, Urban Development and Public Works is aware that Kenyans have been barred from United Arab Emirates, and negotiations may stall due to this dispute.



SEN. MUTULA KILONZO JUNIOR, CBS, MP
SENATOR MAKUENI COUNTY

DATE: 15TH FEBRUARY, 2021