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**Published on the website on May 2024**

**Law No. ( 16 ) of 2011 Ratifying the Convention between the Government of the Kingdom of Bahrain and the Government of the State of Kuwait to regulate Air Services**

We Hamad bin Isa Al Khalifa King of the Kingdom of Bahrain. Having reviewed the Constitution; And the Convention between the Government of the Kingdom of Bahrain and the Government of the State of Kuwait to regulate Air Services signed on 3 February 2008, The Shura Council and the Council of Representatives have approved the following law which we have ratified and enacted:

**Article One**

A Convention between the Government of the Kingdom of Bahrain and the Government of the State of Kuwait to regulate Air Services signed on 3 February 2008 attached to this law, has been ratified.

**Article Two**

The Prime Minister and the ministers - each within his jurisdiction- shall implement this Law, and it shall come into force from the day following the date of its publication in the Official Gazette.

**King of Kingdom of Bahrain Hamad bin Isa Al Khalifa**

Issued on: 18 Rajab 1432 A.H. Corresponding to: 20 June 2011

**Convention between the Government of the Kingdom of Bahrain and the Government of the State of Kuwait to regulate Air Services**

The government of the Kingdom of Bahrain and the government of the State of Kuwait, hereinafter referred to as the contracting parties,

Desiring to establish and develop air services between their territories and to promote international cooperation in this field to the fullest extent possible.

And desiring to implement the principles and provisions of the Convention on International Civil Aviation presented for signature in Chicago on the seventh day of December in the year 1844. Have agreed as follows: -

**Article One**

**Definitions**

For the purposes of this Convention and unless the context requires otherwise:

a. The term "the Convention" refers to the Convention on International Civil Aviation presented for signature in Chicago on the seventh day of December in the year 1944, which includes any annexes established in accordance with Article (90) of this Convention and any amendments made to the annexes or the Convention in accordance with Articles (90) and (94), adopted by the contracting parties and entered into force.

b. The term "Convention" refers to this Convention and the attached Annex, including any amendments made to the Convention or the Annex.

c. The term “aviation authorities” means for the Kingdom of Bahrain the Civil Aviation Affairs, and for the State of Kuwait: the Directorate General of Civil Aviation, or for both, any other person or entity entrusted with carrying out the functions exercised by such authorities.

d. The term “designated air transport company (or companies)” refers to the air transport company designated by one of the contracting parties in writing with the other contracting party in accordance with Article three of this Convention as an air transport company authorized to operate the agreed services on the specified routes, as defined in Article two of this Convention.

e. The terms "territory”, “air service”, “international air service", "air transport company" and “landing for non-commercial purposes”, in the application of this Convention, shall be interpreted in accordance with the definitions specified in Articles (2) and (96) of the treaty.

f. The term "tariffs" refers to the fares and rates paid for the carriage of passengers, baggage and cargo, and the conditions under which these rates are applied, including agency rates and conditions and any additional services, excluding postal transport rates and conditions.

g. The term "Capacity" means:

1. For the aircraft: The available payload on this aircraft paid for all the route or part thereof.

2. For a particular air service: The capacity of the aircraft used in this air service multiplied by the number of times this aircraft is operated within a specified period on the entire route or a part thereof.

3. The term "route schedule" refers to the route schedule annexed to this Convention or as amended in accordance with the provisions of paragraph (3) of Article fifteen of this Convention. The schedule forms an integral part of the Convention, and any reference in this Convention shall be deemed to include a reference to the schedule unless otherwise provided in this Convention.

**Article Two Granting of Rights**

1- Each contracting party grants the other contracting party the rights specified in this Convention to designate air transport company (or companies) of its choice to establish and operate international air services on the specified routes indicated in the route schedule annexed to this Convention (referred to as "agreed services" and "specified routes" respectively).

2- In accordance with the provisions of this Convention, the designated air transport company of each contracting party, when operating agreed air services on the specified routes, shall enjoy the following rights:

a. Overflying the territory of the other contracting party without landing.

b. Landing in the mentioned territory for non-commercial purposes.

c. Landing in the mentioned territory at the specified points on the route schedule annexed to this Convention, for the purpose of embarking and disembarking international traffic of passengers, baggages and goods, either individually or collectively.

**Article Three Designation and Authorization**

1- Each contracting party shall have the right to designate air transport company (or companies) to enjoy the rights specified in Article Two of this Convention.

2- The operation of the agreed air services on the specified routes, in accordance with the provisions of Article two of this Convention, shall commence at any time provided that:

a. The contracting party to whom the rights set forth in paragraph (7) of Article two have been granted, and has designated in writing one or more air transport company.

b. The contracting party granting these rights has notified the designated air transport company (or companies) of the commencement of air services.

3- The contracting party granting these rights shall issue, without unjustifiable delay, the authorization for the agreed air services, taking into account the provisions of paragraphs (3) and (4) of this Article, and provided that the tariff for the agreed air services has been determined in accordance with the provisions of Article Ten of this Convention.

4- Either contracting party may require the designated air transport company (or companies) to provide evidence to the other contracting party that it meets the conditions required by the laws and regulations normally and reasonably applied by that party for the operation of international air services in accordance with the provisions of the Convention.

5- Each of the contracting parties may suspend the exercise of the rights specified in Article two of this Convention by the air transport company (or companies) designated by the other contracting party if, upon request, that company (or companies) fail to establish that a substantial part of the company's ownership and effective control is vested in the contracting party designating it or in its nationals or companies.

**Article Four Cancellation, Implementation and Imposition of Conditions**

1- Each of the contracting parties reserves the right to suspend the air transport company (or companies) designated by the other contracting party from exercising the rights outlined in Article two of this Convention or to impose any necessary conditions for the company to enjoy these rights in cases where the company fails to comply with the laws and regulations of the contracting party granting these rights, or fails to operate in accordance with the conditions specified in this Convention, provided that this right is not used without consultation with the other contracting party and in accordance with Article 16 of this Convention, unless immediate suspension from operation or imposition of conditions is necessary to prevent continued violation of laws and regulations or for the purpose of ensuring aviation safety.

2- In the event of action taken by either of the contracting parties in accordance with the provisions of this Article, the other rights of both contracting parties under this Convention shall not be affected.

**Article Five Airport Fees and Facilities**

Each contracting party may impose or allow the imposition of fair and reasonable fees on the air transport company (or companies) designated by the other contracting party for the use of airports and other facilities under its administration. These fees shall not exceed those paid by its national aircraft for comparable air services.

**Article Six Exemption from Taxes, Customs Duties and Other Charges**

1- Aircraft operating in the international air services under the air transport company (or companies) designated by either of the contracting parties, as well as their usual equipment, fuel quantities, lubricating oils, spare parts and aircraft inventory (including food, beverages, and cigarettes) on board, shall be exempted from all customs duties, inspection fees and any other charges upon their arrival in the territory of the other contracting party, provided that the equipment and cargo remain on board the aircraft until its departure.

2- Fuel quantities, lubricating oils, spare parts, usual equipment and aircraft inventory entering the territory of each of the contracting parties on behalf of or by the air transport company (or companies) designated by the other contracting party or supplied to the aircraft operated by this company (or companies) for consumption in international air services, shall be exempted from all national charges and duties, including customs duties and inspection fees imposed in the territory of the other contracting party, even if these quantities are to be consumed during a part of its flights over the territory of the contracting party where the aircraft was supplied with these provisions. The aforementioned items may be retained under the supervision of customs authorities.

3- Normal aircraft equipment, spare parts, aircraft inventory contents, as well as fuel and lubricating oils on board an aircraft operated by either of the contracting parties, may be unloaded in the territory of the other contracting party after obtaining the approval of the customs authorities in that territory. These authorities may request that these items be placed under their supervision until they are re-exported or disposed of in accordance with their customs regulations.

4- Office supplies and printed materials, including air transport documents, related to the air transport company (or companies) designated by either of the contracting parties, as well as goods and promotional tools intended for free distribution and travel documents, including tickets and stationery products introduced by this company (or companies) into the territory of the other contracting party, shall be exempted from customs duties.

5- To avoid double taxation, the contracting parties may impose taxes on financial amounts or investment revenues earned by the air transport company (or companies) designated by the other contracting party as a result of operating aircraft used for international air traffic. In addition, the income earned by the designated air transport company (or companies) from its head office to represent it shall be exempted from taxes.

**Article Seven Entry and Exit Regulations**

1- The laws, rules and regulations in force in one of the contracting parties relating to entry and exit from its territory with regard to passengers, aircraft parts, goods, and additional items on the aircraft (such as the systems related to the entry, exit, immigration, passports, customs and quarantine) shall apply to passengers, crews, goods and mail carried on board the aircraft belonging to the air transport company (or companies) designated by the other contracting party while present in the territory of the first contracting party.

2- The laws and regulations in force in either contracting party governing entry, presence and exit from its territory shall be applied to aircraft operating in international air navigation or aircraft operations and navigation while present in its territory, regardless of its nationality. These aircraft shall be subject to these laws and regulations upon entry, exit or during their presence in the territory of that contracting party.

3- Transit traffic of passengers, baggages, goods and mail transiting through the territory of either contracting party shall be subject to simplified procedures by customs and/or immigration authorities, and baggages, cargo and mail shall be exempted from customs duties, inspection fees and any other national fees and charges when transiting directly.

**Article Eight Provisions of Capacity**

1- There shall be fair and equal opportunities for the air transport company (or companies) designated by each of the contracting parties to operate the agreed-upon air services on any specified routes in accordance with Article two of this Convention.

2- The air transport company (or companies) designated by either of the contracting parties when operating the agreed-upon air services on the specified routes in accordance with Article two of this Convention, shall take into account the interests of the air transport company (or companies) designated by the other contracting party ensuring that the operations of the other company (or companies) do not adversely affect the nature of air services on all routes or a part thereof.

3- The main objective of the agreed-upon air services provided by a specific air transport company (or companies) shall remain to provide a reasonable payload that is proportional to the existing and anticipated needs for the transportation of passengers, mail and cargo to and from the territory of the contracting party that designated the air transport company (or companies). Additionally, the air transport company (or companies) designated by either of the contracting parties shall have the right to embark and disembark international air transportation traffic at a point within the territory of the other party to or from the territory of a third-party in accordance with the principle that such movements are of secondary consideration, and the capacity shall be proportional to: a - The traffic needs between the territory of the contracting party which designated the air transport company (or companies) along the specified routes, and b - The traffic needs in the areas traversed by the company (or companies), taking into account the air transport services provided by the air transport companies of the countries covered by the zone; and c - The transit traffic needs carried out by the air transport company.

4- The capacity, including the number of flights and types of aircraft used by the air transport company (or companies) designated by the contracting parties to provide the agreed-upon services, shall be agreed upon by the aviation authorities of both contracting parties.

**Article Nine Operating Schedules and Statistical Data**

1- The designated air transport companies shall inform the civil aviation authorities of both contracting parties, prior to commencing air services on the specified routes according to Article two of this Convention, with a notice period of no less than thirty (30) days, with the nature of the service, type of aircraft used and the flight schedule. The same procedures shall be followed when evaluating seasonal operation schedules thereafter or in case of any subsequent changes.

2- The aviation authorities receiving the operating schedules shall either normally approve them or propose any necessary amendments thereto. In all cases, the designated air transport companies shall not commence their services until the schedules are approved by the designating aviation authorities. This provision shall also apply to subsequent modifications.

3- The aviation authorities of either contracting party shall provide, upon request, the periodic statistics or statistical data reasonably needed by the aviation authorities of the other contracting party for the purpose of reviewing the capacity provided by the air transport company (or companies) designated by the first contracting party on the specified routes, in accordance with Article two of this Convention. These statistics shall include all required data to illustrate the volume of traffic carried.

**Article Ten Tariffs**

1- Transport tariff for any of the agreed services based on reasonable grounds, taking into account all factors that affect them, including operating costs, reasonable profit, service features on the routes and the prevailing tariffs of other companies on any part of the specified routes. The determination of these tariffs shall be made in accordance with the provisions of this Article.

2- The air transport companies designated by both of the contracting parties, whenever possible, shall agree on the tariffs allocated to each specified route, as referred to in paragraph (1) of this Article, and consult, when necessary, with other air transport companies operating on the same routes or any parts thereof. These agreements, whenever possible, shall be made through the mechanism of the International Air Transport Association (IATA) tariff-setting system. The agreed tariffs shall be subject to the approval of the aviation authorities of both contracting parties, to be presented to them at least sixty (60) days prior to the proposed effective date. This period may be reduced by agreement with the designated aviation authorities.

3- If the air transport companies fail to agree on any of these tariffs or fail to reach an agreement in accordance with the provisions of paragraph (2) of this Article, the aviation authorities belonging to the contracting parties shall endeavour to reach an agreement among themselves to determine these tariffs.

4- If the aviation authorities do not approve any of the tariffs agreed upon and submitted to them under paragraph (2) of this Article, or if they fail to agree on the determination of any tariffs in accordance with paragraph (3), the matter shall be referred to the contracting parties for settlement in accordance with the provisions of Article Sixteen of this Convention.

5- The existing and applicable tariffs shall remain in force while determining the tariffs in accordance with the provisions of this Article, provided that the application of any tariff under this paragraph shall not extend beyond twelve (12) months after the specified date for its termination.

**Article Eleven Aviation Security**

1- The contracting parties shall affirm, in accordance with their rights and obligations under international law, that each party's commitment to protecting the security of civil aviation against acts of unlawful interference constitutes an integral and inseparable part of this Convention. Without prejudice to the generality of their rights and obligations under the international law, the contracting parties shall act in accordance with the provisions of the Convention on the International Civil Aviation presented for signature in Chicago on 7 December 1944 and the Convention on Offences and Certain Other Acts Committed on Board of Aircraft, signed in Tokyo on 14 September 1963 and the Convention for the Suppression of Unlawful Seizure of Aircraft, signed in The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed in Montreal on 23 September 1971, and its Supplementary Protocol concerning Unlawful Acts at Airports Serving Civil Aviation, signed in Montreal on 24 February 1988, and any other international conventions related to the security of civil aviation entering into force and ratified by the contracting parties.

2- The contracting parties shall provide, upon request, all necessary assistance to each other to prevent unlawful acts of seizure of civil aircraft and other unlawful acts against the safety of aircraft, passengers, crew, airports, air navigation facilities and equipment, and to prevent any other threat to the security of the civil aviation.

3- The contracting parties shall act within the framework of their mutual relations and in accordance with the provisions of the aviation security established by the International Civil Aviation Organization and specified in the form of annexes to the Convention, to the extent that such security provisions are in effect and agreed upon by the contracting parties. They shall require aircraft investors registered with them or investors whose principal place of business or permanent residence is within their territory, and who acquire aircraft within their territory, to act in accordance with the mentioned aviation security provisions.

4- Each contracting party shall agree that these aircraft investors shall comply with the security provisions referred to in paragraph (2) above, as well as the measures applied by the other contracting party regarding entry into or departure from its territory or during presence therein. Each contracting party shall ensure the effective implementation of the appropriate measures within its territory for the protection of the aircraft, examining passengers and crew members, their carry-on baggage, goods and aircraft storage before and during boarding the aircraft or loading goods on board. Each contracting party shall seriously consider any request from the other contracting party to take specific security measures to address a particular threat.

5- In the event of an incident or threat involving unlawful seizure of civil aircraft or any other unlawful acts against the safety of such aircraft, their passengers and crews or airports and air navigation facilities, the contracting parties shall assist each other by facilitating communications and taking other appropriate measures aimed at expediting resolving the incident or eliminating the threat in a prompt and secure manner.

6- If either of the contracting parties fails to comply with the aviation security provisions of this Article, the civil aviation authorities of the other contracting party may request immediate consultations with the aviation authorities of that contracting party. These consultations shall aim to reach an agreement on the necessary measures to establish the conditions required for security within the framework of the security regulations issued by the International Civil Aviation Organization.

**Article Twelve Aviation Safety**

1- Each contracting party may, at any time, request consultations regarding the safety standards applied by the other contracting party in any area related to the aircraft crew, aircraft and aircraft operations. These consultations shall commence within thirty (30) days from the date of the request.

2- If, following these consultations, one of the contracting parties discovers that the other contracting party is not effectively maintaining or adhering to the safety standards in any of these areas, at least in line with the minimum standards established under the Convention, the first contracting party shall notify the other contracting party of its findings and the necessary steps to implement the minimum safety standards. It shall be the responsibility of the other contracting party to take appropriate corrective actions. If the other contracting party fails to take these actions within fifteen (15) days or any agreed-upon longer period, it shall constitute the basis for the application of Article Four of this Convention.

3- Despite the obligations mentioned in Article (33) of the Convention, it has been agreed that when an aircraft belonging to one of the contracting parties is present in the territory of the other contracting party, the authorized representatives designated by the other contracting party shall have the right to subject the aircraft to inspection, both internally and externally, to verify the validity of the aircraft documents, the crew, the apparent airworthiness condition and its equipment (referred to in this article as "ramp inspection"), provided that it does not unacceptably delay the departure of the aircraft.

4- If the ramp inspection or multiple ramp inspections result in: a - Serious concern that the aircraft or its operation does not meet the minimum standards prescribed under the convention at the time of inspection, or b - Serious concern that there is a deficiency in the maintenance and compliance with the safety standards prescribed under the convention at the time of inspection. The inspecting contracting party shall be free to conclude that the requirements on the basis of which the aircraft is operated or the certificates and licenses of that aircraft or its crew are issued or considered do not conform to or exceed the minimum standards prescribed under the convention.

5- In the event that representatives of the air transport company (or companies) designated by one of the contracting parties refuse to allow the conduct of ramp inspection on an aircraft operated by them in accordance with paragraph (3) of this Article, the other contracting party shall be free to conclude that there is a serious concern as referred to in paragraph (4) of this Article and may draw the conclusions mentioned in that paragraph.

6- Based on the results of the ramp inspection and the multiple ramp inspections, or the refusal to allow such inspection or any outcomes of consultations conducted, each contracting party shall have the right to suspend or modify the operating authorization granted to the air transport company (or companies) of the other contracting party immediately if it concludes that this immediate action is necessary to ensure the safety of the operations of the air transport company (or companies).

7- Any action taken under paragraphs (2) and (6) shall cease if the basis for taking such action ceases to exist.

8- Flight airworthiness certificates, licenses and authorizations issued or approved by one of the contracting parties and still in effect due to the recognition of its validity by the other contracting party for the purpose of operating the air services facilitated by this Convention, provided that the requirements under which these certificates and licenses were issued or recognized are equal to or higher than the minimum standards established or to be established pursuant to the Convention. Nevertheless, each of the contracting parties shall reserve his right to refuse the recognition of the validity of licenses and authorizations granted to nationals by the other contracting party for the purpose of operating over its territory.

**Article Thirteen Financial Provisions**

1- Each contracting party shall grant the air transport company (or companies) designated by the other contracting party the right to freely transfer the surplus of revenues over expenses generated by the said company (or companies) within its territory through the sale of international air transport services and any related services, as well as the commercial benefits derived from these revenues (including interest on deposits in transit). Such transfers shall be conducted in any convertible currency and in accordance with the national laws and foreign exchange regulations of the contracting party in whose territory these revenues were generated. The transfers shall be made based on the official exchange rates according to the trading systems in effect for the contracting parties. In the absence of official exchange rates, the transfers shall be made based on the prevailing rates in the foreign exchange market for the current payments.

2- If one of the contracting parties imposes restrictions on the transfer of the surplus of revenues over expenses generated by the air transport company (or companies) designated by the other contracting party, the latter contracting party shall have the right to impose similar restrictions on the air transport company (or companies) designated by the first contracting party.

3- In the event that a special Convention is in effect between the contracting parties to avoid double taxation in respect of taxes on income and capital, or if there is a valid special Convention governing the transfer of funds between the contracting parties, this special Convention shall apply.

**Article Fourteen Commercial and Technical Representation**

1- The the air transport company (or companies) designated by one of the contracting parties shall have the right to have representation in the territory of the other contracting party.

2- In accordance with the laws and regulations applicable to entry, residence and employment in the territory of the other contracting party, the air transport company (or companies) designated by one of the contracting parties shall have the right to recruit and retain, in the territory of the other contracting party, administrative employees, sales employees, technicians, operational employees and other specialized personnel necessary for the provision of the air services in the territory.

3- In the case of nominating a general agent or a general sales agent, such agent shall be appointed in accordance with the relevant laws and regulations applicable to each contracting party.

4- In accordance with the national laws and regulations applicable to each contracting party, each designated air transport company shall have the right to engage in the sale of air transport services directly or through its agents in the territory of the other contracting party, and any person has the right to purchase such services.

**Article Fifteen Consultations and Amendments**

1- In order to achieve close cooperation and agreement on all matters related to the implementation of this Convention, the aviation authorities of the contracting parties shall exchange views when necessary.

2- Either of the contracting parties may, at any time, request in writing consultations with the other contracting party for the purpose of amending this Convention or the route schedule attached thereto, provided that such consultations shall commence within sixty (60) days from the date of receipt of such request, and any amendments to this Convention - except for the route schedule attached thereto - shall be agreed upon as a result of these consultations and shall be adopted by both of the contracting parties in accordance with its respective constitutional procedures and shall become effective from the date of exchange of the diplomatic notes confirming this agreement.

3- If the consultations between the aviation authorities of the contracting parties pertain solely to the modification of the route schedule attached to this Convention, such amendments shall become effective from the date of agreement upon them and the exchange of diplomatic notes confirming this.

**Article Sixteen Settlement of Disputes**

1- If a dispute arises between the contracting parties regarding the interpretation or application of this Convention, the contracting parties shall first make efforts to resolve it through negotiations between them.

2- If the contracting parties are unable to settle the dispute through negotiations within sixty (60) days, they shall refer the matter to an Arbitral Tribunal for resolution. The Arbitral Tribunal shall be constituted as follows:

a. Each contracting party shall appoint one arbitrator. If either of the contracting parties fails to appoint its arbitrator within sixty (60) days, the President of the Council of the International Civil Aviation Organization or the Secretary-General of the Gulf Cooperation Council shall make the appointment upon the request of the other contracting party.

b. The third arbitrator shall be a national of a third country and shall preside over the Arbitral Tribunal and shall be appointed in one of the following two ways:

1. By mutual agreement between the contracting parties, or

2. In case of failure to agree on the appointment within sixty (60) days, the appointment shall be made by the President of the International Civil Aviation Organization or the Secretary-General of the Gulf Cooperation Council, upon the request of any of the contracting parties.

3. The Arbitral Tribunal shall make its decisions based on the majority of votes, and these decisions shall be binding to both contracting parties. Each contracting party shall bear the expenses of its appointed arbitrator and the costs of its representation in the arbitration proceedings. The expenses of the President of the Arbitral Tribunal and any other costs shall be borne equally by both contracting parties.

**Article Seventeen Compatibility with Multilateral treaties**

If one of the contracting parties signs a multilateral treaty or convention relating to air transport and it enters into force and is relevant to any subject matter covered by this Convention, then this Convention shall be amended to comply with the provisions of that treaty or convention.

**Article Eighteen Termination of the Convention**

1- This Convention shall remain in force indefinitely.

2- Either of the contracting parties has the right to notify the other party at any time through diplomatic channels of its intention to terminate this Convention, provided that simultaneous notification shall be made to the Secretary-General of the International Civil Aviation Organization. In such a case, this Convention shall cease to be effective after the lapse of twelve (12) months from the date of receipt of the notification by the other contracting party, unless the notification is withdrawn by mutual agreement between the contracting parties before the expiry of this period. If the other contracting party does not acknowledge receipt of the termination notification, it shall be deemed to have received it after fourteen (14) days from the date of receipt of the notification by the Secretary-General of the International Civil Aviation Organization.

**Article Nineteen**

**Registration**

This Convention shall be registered with the International Civil Aviation Organization.

**Article Twenty Headings**

The use of headings at the head of each article in this Convention is for the purpose of easy reference and in no way implies the definition, determination or description of the scope or content of this Convention.

**Article Twenty-One Entry into Force**

Both contracting parties shall ratify this Convention in accordance with their respective constitutional procedures, and the Convention shall enter into force from the date of the latest notification in which one of the contracting parties informs the other party of its fulfilment of all necessary constitutional procedures for the entry into force of this Convention. In witness thereof, the undersigned, duly authorized by their respective esteemed governments, have signed on Sunday, 3 February 2008, this Convention, which has been drafted in two original copies in Arabic language, each shall be equally authentic.

**On behalf of the Government of the Kingdom of Bahrain**

**On behalf of the Government of the State of Kuwait**

**Khalid bin Mohamed Al Khalifa Dr. Mohammad Sabah Al-Salem Al-Sabah Minister of Foreign Affairs Deputy Prime Minister and Minister of Foreign Affairs**

**Route Schedule**

1- Routes that air transport companies designated by the Kingdom of Bahrain are entitled to operate on.

|  |  |  |  |
| --- | --- | --- | --- |
| **Departure Points** | **Intermediate Points** | **Arrival Points** | **Beyond Points** |
| Bahrain  | Any Points  | Kuwait  | Any Points  |

1- Routes that air transport companies designated by the State of Kuwait are entitled to operate on.

|  |  |  |  |
| --- | --- | --- | --- |
| **Departure Points** | **Intermediate Points** | **Arrival Points** | **Beyond Points** |
| Kuwait  | Any Points  | Bahrain  | Any Points  |

**Observations:**

1- The air transport company (or companies) designated by each of the contracting parties may delete any point or all intermediate or beyond points within the territory of the other contracting party on the specified routes according to their choice, on one or all of their flights.

2- The air transport company (or companies) designated by each of the contracting parties may operate to and from any of the intermediate or beyond points within the territory of the other contracting party, exercising air transport rights under the fifth freedom or without it, according to their choice.