

AGREEMENT BETWEEN THE GOVERNMENT OF THE DOMINICAN REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF LATVIA ON AIR SERVICES

The Government of the Dominican Republic and the Government of the Republic of Latvia, hereinafter referred to as "the Contracting Parties";

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944;

Desiring to conclude an Agreement in conformity with and supplementary to the said Convention for the purpose of establishing air services between and beyond their respective territories of each state based on the principle of reciprocity,

Have agreed as follows:

Article 1 Definitions

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

a) the term "*Convention*" means the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes and Convention adopted under Articles 90 and 94 thereof so far as those Annexes and amendments have become effective for or have been ratified in the states of both Contracting Parties;

b) the term "*aeronautical authorities*" means, and in the case of the Dominican Republic, the Civil Aviation Board or in the case of the Republic of Latvia, the Ministry of Transport, or, in both cases, any other person or body authorized to perform any functions at present exercised by the said aeronautical authorities;

c) the term "*designated airline*" means an airline which has been designated and authorized in accordance with Article 4 of this Agreement;

d) the term "*territory*" in relation to the Contracting Parties is understood as the territory of the Republic of Latvia or the territory of the Dominican Republic, as the context requires, and has the meaning assigned to it in Article 2 of the Convention; and shall read as follow: "For the purposes of this Convention the territory of a State shall be deemed to be the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or mandate of such State";

e) the term "*sovereignty*" for the purpose of this Agreement shall have the meaning assigned to it in Article 1 of the Convention, and shall read as follows: "*The contracting States recognize that every State has complete and exclusive sovereignty over the airspace above its territory*";

f) the terms "*air service*", "*international air service*", "*airline*" and "*stop for non-traffic purposes*" have the meanings assigned to them in Article 96 of the Convention;

g) the term "*prices*" means the prices to be charged for the carriage of passengers, baggage or cargo (excluding mail), including any significant additional benefits to be furnished or made available in conjunction with such carriage, and the commission to be paid on the sales of tickets for the carriage of persons, or on corresponding transactions for the carriage of cargo. It includes also the conditions that govern the applicability of the price for carriage or the payment of commission;

h) the term "*Annex*" means the Annex to this Agreement. The Annex forms an integral part of this Agreement and all references to this Agreement shall include also references to the Annex except where explicitly agreed otherwise;

i) the term "*EU Treaties*" shall mean the Treaty on European Union and the Treaty on the functioning of the European Union.

2. Titles given to the Articles of this Agreement are for reference purposes only.

3. References in this Agreement to nationals of the Republic of Latvia shall be understood as referring to nationals of the European Union Member States. References in this Agreement to airline or airlines of the Republic of Latvia shall be understood as referring to airline or airlines designated by the Republic of Latvia.

Article 2

Grant of Traffic Rights

1. Each Contracting Party grants to the other Contracting Party the following rights in respect of the international air services:

- a) the right to fly across its territory without landing;
- b) the right to make stops in its territory for non-traffic purposes.

2. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Annex to this Agreement. Such services and routes are hereinafter called "*the agreed services*" and "*the specified routes*" respectively. While operating an agreed service on a specified route the airline or airlines designated by each Contracting Party shall enjoy, in addition to the rights specified in paragraph 1 of this Article, the right to make stops in the territory of the other Contracting Party at the points specified for that route in the Annex for the purpose of taking on and/or discharging international traffic in passengers, baggage, cargo and mail, separately or in combination on a commercial basis.

3. Nothing in paragraph 2 of this Article shall be deemed to confer on a designated airline of one Contracting Party the right of taking on board, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party (cabotage).

4. If because of armed conflict, political disturbances or developments, or special and unusual circumstances, a designated airline of one Contracting Party is unable to operate a service on its normal routing, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of routes.

Article 3

Recognition of Certificates and Licences

1. Certificate of airworthiness, certificates of competency and licences issued or rendered valid by competent authority one of the Contracting Parties shall, during the period of their validity, be recognized as valid by the other Contracting Party, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

2. Each Contracting Party reserves the right, however, to refuse to recognize as valid, for the purpose of flights over its own territory, certificate of competency and licences granted to or rendered valid for its own states' nationals by the other Contracting Party or by any other State.

Article 4

Designation of Airlines and Operating Authorization

1. Each Contracting Party shall have the right to designate in writing through the diplomatic channels to the other Contracting Party one or several airlines for the purpose of operating the agreed services on the specified routes.

2. Each Contracting Party shall have the right to withdraw or alter such designation by written notification to other Contracting Party.

3. On receipt of such a designation the other Contracting Party shall grant the appropriate authorisations and permissions with minimum procedural delay, provided:

- a) in the case of an airline designated by the Dominican Republic:
 - i) it is established, constituted, and licensed under the applicable laws and regulations of the Dominican Republic with a principal place of business in its national territory; and
 - ii) effective regulatory control of the airline is exercised and maintained by the Dominican Republic responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation;

b) in the case of an airline designated by the Republic of Latvia:

- i) it is established in the territory of the Republic of Latvia under the EU Treaties and has a valid Operating Licence in accordance with European Union law; and
- ii) effective regulatory control of the airline is exercised and maintained by the European Union Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation; and
- iii) the airline is owned, directly or through majority ownership, and it is effectively controlled by the European Union Member States or the European Free Trade Association Member States and/or by nationals of such states; and

c) the aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

d) the Contracting Party designating the airline is in compliance with the provisions set forth in Article 16 and Article 17 of this Agreement; and

4. When an airline has been so designated and authorized it may begin at any time to operate the agreed services, provided that the airline complies with all applicable provisions of this Agreement, including those relating to prices.

Article 5

Refusal, revocation or suspension of operating authorization

1. Either aeronautical authority of Contracting Party may revoke, suspend or limit the operating authorisation or technical permissions of an airline designated by the other Contracting Party where:

a) in the case of an airline designated by the Dominican Republic:

- i) it is not established, constituted, and licensed under the applicable laws and regulations of the Dominican Republic with a principal place of business in its national territory; or
- ii) effective regulatory control of the airline is not exercised and maintained by the Dominican Republic responsible for issuing its Air Operator's Certificate or the relevant aeronautical authority is not clearly identified in the designation;

b) in the case of an airline designated by the Republic of Latvia:

- i) it is not established in the territory of the Republic of Latvia under the EU Treaties or does not have a valid Operating Licence in accordance with European Union law; or
- ii) effective regulatory control of the airline is not exercised or not maintained by the European Union Member State responsible for issuing its Air Operator's Certificate, or the relevant aeronautical authority is not clearly identified in the designation, or
- iii) the airline is not owned, directly or through majority ownership, or it is not effectively controlled by the European Union Member States or the European Free Trade Association Member States and/or by nationals of such states; or

c) in the case of failure by that airline to comply with the applicable laws and regulations of the Contracting Party granting these rights, or

d) in any case in which that airline otherwise fails to operate the agreed services in accordance with the conditions prescribed under this Agreement, or

e) in the case of failure by the other Contracting Party to comply with or apply the Security and Safety standards in accordance with Articles 16 and 17 of this Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringements of laws and regulations, such right shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party. Such consultations shall begin within a period of thirty (30) days from the date of a request for consultations.

Article 6
Non-discrimination in respect of charges

Each Contracting Party shall ensure that charges that may be imposed by its competent charging authorities or bodies on the airlines of the other Contracting Party for the use of air navigation and air traffic control services, airport, aviation security and related facilities and services shall be set in accordance with the laws and regulations of each Contracting Party and shall not be unjustly discriminatory. In any event, any such charges shall be assessed on the airlines of the other Contracting Party on terms no less favourable than the most favourable terms available to any other airline.

Article 7
Exemption from customs and other duties

1. Aircraft operated on international air services by a designated airline of one Contracting Party, as well as their regular equipment, spare parts, supplies of fuel and lubricants, aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempted, on the basis of reciprocity, from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, in accordance with the provisions of the laws and regulations in force of each Contracting Party, provided such equipment, spare parts, supplies and stores remain on board the aircraft up to such time as they are re-exported or are used or consumed by such aircraft on flights over that territory.
2. There shall also be exempt from the duties, fees and charges referred to in paragraph 1 of this Article, with the exception of charges based on the cost of the service provided:
 - a) aircraft stores taken on board in the territory of one Contracting Party within reasonable limits, for use on an outbound aircraft engaged in an international air service of a designated airline of the other Contracting Party;
 - b) spare parts, including engines, introduced into the territory of one Contracting Party for the maintenance or repair of aircraft engaged in an international air service of a designated airline of the other Contracting Party;
 - c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of one Contracting Party for use in an international air service of a designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the other Contracting Party, in which territory they are taken on board.
3. Materials referred to in paragraph 2 of this Article may be required to be kept under Customs supervision or control.
4. The regular airborne equipment, as well as the materials, supplies and spare parts normally retained on board aircraft operated by a designated airline of one Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that Contracting Party. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.
5. Necessary documents, such as timetables, air tickets and air waybills, intended for the use of a designated airline of one Contracting Party and introduced into the territory of the other Contracting Party, shall be exempted from customs duties and taxes in the latter territory.
6. Baggage and cargo in direct transit across the territory of a Contracting Party shall be exempted from customs duties, fees and other similar charges not based on the cost of services on arrival or departure.

Article 8
Capacity provisions

1. The designated airlines of the Contracting Parties shall have fair and equal opportunity to operate the agreed services on any route specified in the Annex to this Agreement.
2. In operating the agreed services the designated airline or airlines of each Contracting Party shall take into account the interests of the designated airline or airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or any part of the same routes.

3. The agreed services provided by the designated airlines of the Contracting Parties shall retain as their primary objective the provision, at a reasonable load factor, of capacity adequate to the current and reasonably anticipated requirements for the carriage of passengers and cargo, including mail, coming from or destined for the territory of the Contracting Party which has designated the airline or airlines.

4. The right to take up or discharge on the agreed services international traffic destined for and coming from third countries at a point or points on the routes specified in the Annex to this Agreement shall be exercised in accordance with the general principles of orderly development of international air transport and shall be subject to the general principle that capacity should be related to:

- a) the traffic requirements between the country of origin and the countries of ultimate destination of the traffic; and
- b) the requirements of through airline operations; and
- c) the traffic requirements of the area through which the airline passes, after taking account of local and regional air services.

Article 9 **Approval of traffic programmes**

1. The airline or airlines designated by one Contracting Party shall coordinate between them if one Contracting Party requires to submit its or their traffic programmes (for the Summer and Winter Traffic periods) for registration to the aeronautical authorities of the other Contracting Party at least thirty (30) days prior to the beginning of the operation. The programme shall include in particular the timetables, the frequency of the services and the types of aircraft to be used. The aeronautical authorities shall, if it is applicable, give their decision on such traffic programme submissions within twenty (20) days from the date the airline concerned submits its programme for approval.

2. Each alteration in the traffic programme as well as requests for permission to operate additional flights shall be submitted by the airline or airlines designated by one Contracting Party for approval to the aeronautical authorities of the other Contracting Party. Such requests for alteration or for additional flights shall be dealt with promptly by the aeronautical authorities.

Article 10 **Information and statistics**

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, at their request, such information and statistics relating to traffic carried on the agreed services by the designated airline or airlines of the first Contracting Party to and from the territory of the other Contracting Party as may normally be prepared and submitted to its national aeronautical authorities. Any additional statistical traffic data which the aeronautical authorities of one Contracting Party may desire shall, upon request, be a subject of mutual discussion and agreement between the aeronautical authorities of the two Contracting Parties.

Article 11 **Prices**

1. Contracting Parties shall permit prices to be freely established by the air carriers on the basis of free and fair competition.

2. Prices for international air transport operated pursuant to this Agreement shall not be required to be filed with the aeronautical authorities of either Contracting Party.

3. Without limiting the application of general competition and consumer law in each Contracting Party, intervention by the Contracting Parties may be initiated to:

- a) prevent unreasonably discriminatory prices or practices;
- b) protect consumers from prices that are unreasonably high or unreasonably restrictive due either to the abuse of a dominant position or to concerted practices among air carriers; and
- c) protect airlines from prices that are artificially low because of direct or indirect governmental subsidy or support.

Article 12

Fair competition

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to participate in international air transportation covered by this Agreement.
2. Each Contracting Party shall, where necessary, take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the airlines of the other Contracting Party.

Article 13

Commercial activities

1. The designated airline or airlines of each Contracting Party shall have the right to maintain in the territory of the other Contracting Party, within the scope of the laws and regulations in force therein, such offices and administrative, commercial and technical personnel as may be necessary for the requirements of the designated airline concerned.
2. The establishment of the offices and the employment of the personnel referred to in paragraph 1 shall be subject to the applicable laws and regulations of the Contracting Party concerned, such as the laws and regulations relating to the admission of foreigners and their stay in the territory of the Contracting Party concerned. The personnel employed in the offices according to paragraph 1 above shall be granted work permits upon application, regardless of the situation and the development of the labour market.
3. The designated airlines of the Contracting Parties shall be free to sell air transport services on their own transportation documents in the territories of both Contracting Parties, either directly or through an agent, in the national currency. Each Contracting Party shall refrain from restricting the right of the designated airline or airlines of the other Contracting Party to sell, and of any person to purchase such transportation.

Article 14

Taxation and transfer of funds

1. Each Contracting Party shall permit the designated airlines of the Contracting Party:
 - a) to engage in the sale of air transportation in its territory directly or, at the discretion of the designated airlines, through their agents and to sell transportation in the currency of that territory or, at the discretion of the designated airlines, in freely convertible currencies accepted by those airlines;
 - b) to convert and remit abroad, on demand, funds obtained in the normal course of their operations. The conversion and remittance shall be permitted without restrictions or delay at the foreign exchange market rates for current payments prevailing at the same time of submission of the request for transfer, and shall not be subject to any charges except normal service charges collected by banks for those transactions; and
 - c) to pay local expenses, including purchases of fuel, in its territory in local currency, or at the discretion of the designated airlines, in freely convertible currencies subject to the national laws, regulations or contractual provisions of each Contracting Party.
2. Where a special agreement for avoidance of double taxation with respect to taxes on income and capital exists between the Contracting Parties, the provisions of this special agreement shall prevail.

Article 15

Ground Handling

1. Each Contracting Party shall permit the designated airlines of the other Contracting Party when operating in its territory, on the basis of reciprocity and where available, to perform their own ground handling ("self-handling") and, at their option, to have all or part of those services provided by one or more duly authorized suppliers. Where the laws, regulations or contractual provisions of each Contracting Party limit or preclude self-handling, each Contracting Party shall treat a designated airline on a non-discriminatory basis regarding ground handling services provided by one or more duly authorized providers.
2. The exercise of the rights provided in paragraph 1 shall be subject only to the physical or operational limitations resulting from considerations of safety or aviation security at the airport.

Article 16

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. 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 and 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, signed at Montreal on 24 February 1988, Convention on the Marking of Plastic Explosives for the Purpose of Detection signed at Montreal on 1 March 1991 or any other aviation security convention to which the two Contracting Parties may adhere.
2. 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 threat to the security of civil aviation.
3. The Contracting Parties shall act in conformity with the aviation security provisions and technical requirements established by the International Civil Aviation Organization and designated as Annexes to the Convention to the extent that such security provisions and requirements are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory act in conformity with such aviation security provisions.
4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions and requirements referred to in paragraph 3 above required by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party, including, in the case of the Republic of Latvia, European Union law. Under the applicable laws and regulations each Contracting 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 Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
6. Should a Contracting Party depart from the aviation security provisions of this Article, the aeronautical authorities of the other Contracting Party may request immediate consultations with the aeronautical authorities of the former Contracting Party. Failure to reach a satisfactory agreement within one month of the date of such request shall constitute grounds for withholding, revoking, limiting or imposing conditions on the operating authorization of an airline or airlines of the former Contracting Party. If required by a serious emergency, either Contracting Party may take interim action prior to the expiry of the month.

Article 17

Aviation Safety

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (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 any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of Article 5 of this Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any aircraft operated by or, under the lease agreement, on behalf of the designated airline or airlines of one Contracting Party on services to or from the territory of another Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

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

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

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

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by, or, on behalf of the designated airline of one Contracting Party in accordance with paragraph 3 of this Article is denied by the representative of that airline or airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 above arise and draw the conclusions referred to in that paragraph.

6. Each aeronautical authority of Contracting Party reserves the right to suspend or vary the operating authorization of a designated airline or airlines of the other Contracting Party immediately in the event the aeronautical authority concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultations or otherwise, that immediate action is essential to the safety of an airline operation.

7. Any action by one Contracting Party in accordance with paragraph 2 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist.

Article 18 **Application of laws and regulations**

1. The applicable laws and regulations of one Contracting Party relating to the entry into, or departure from its territory of aircraft engaged in international air services or to the operation and navigation of such aircraft while in the said territory shall apply to the designated airline or airlines of the other Contracting Party.

2. The applicable laws and regulations of one Contracting Party governing entry into, stay in or departure from its territory of passengers, crew, cargo or mail, such as formalities regarding entry, exit, emigration, immigration, customs, currency, health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airline or airlines of the other Contracting Party, while they are within the said territory.

3. Passengers, baggage and cargo in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purposes shall, except in respect of security measures against acts of violence, air piracy, as well as smuggling of narcotic drugs, be subject to no more than a simplified control.

4. In case a carried passenger fails to comply with applicable laws and regulations for entry into the country of other Contracting Party an airline is obliged to transport him back on costs of this airline.

Article 19 **Applicability to Charter/ Non-scheduled Flights**

1. The provisions set out in Articles 6 (Non-Discrimination in respect of charges), 10 (Information and Statistics), 14 (Taxation and transfer of funds), 15 (Ground Handling), 16 (Aviation Security), 17 (Aviation Safety), 18 (Application of Laws and Regulations), and 20 (Consultations) apply as well to charter flights and other non-scheduled flights operated by air carriers of one Contracting Party into or from the territory of the other Contracting Party.

2. Paragraph 1 shall not affect national laws and regulations governing the authorization of charter flights or non-scheduled flights or the conduct of air carriers or other parties involved.

Article 20 Consultations

Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement or compliance with this Agreement. These consultations, which may be held between aeronautical authorities of the Contracting Parties, shall begin within sixty (60) days of the date the other Contracting Party receives a request in writing, unless the Contracting Parties mutually decide otherwise or unless this Agreement provides otherwise.

Article 21 Settlement of disputes

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall, in the first place, endeavour to settle it by negotiation in accordance to procedure set by Article 20.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body; if they do not so agree, the dispute shall, at the request of either Contracting Party, be submitted for decision to a tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal, and the third arbitrator shall be appointed within a further period of sixty (60) days.

If either of the Contracting Parties fails to nominate an arbitrator within the period specified, the President of the Council of the International Civil Aviation Organization may at the request of either Contracting Party appoint an arbitrator or arbitrators as the case requires. In all cases, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal. The arbitral tribunal shall reach its decision by majority of votes. In all other respects the arbitral tribunal shall determine its own procedure.

3. The Contracting Parties undertake to comply with any decisions given under paragraph 2 of this Article.

4. If and for so long as either Contracting Party fails to comply with a decision given under paragraph 2 of this Article, the other Contracting Party may limit, suspend or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in defaults.

5. Each Contracting Party shall bear the expenses and remuneration necessary for its arbitrator; the fee for the third arbitrator and the expenses necessary for this one as well as those due to the activity of the arbitration shall be equally shared by the Contracting Parties.

Article 22 Amendments

1. If either of the Contracting Parties desires to modify any provision of this Agreement including the Annex, it should be after consultation in accordance with Article 20 of this Agreement.

2. This Agreement and its Annex may be modified and supplemented by mutual consent of both Contracting Parties. Such amendment and supplements shall be made in a form of separate protocols being an integral part of this Agreement and shall enter into force in accordance with the provisions of Article 25 of this Agreement.

Article 23 Registration

This Agreement and any amendments thereto shall be registered with the International Civil Aviation Organization.

Article 24
Termination

Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. This Agreement shall terminate at midnight (at local time of the Contracting Party, which has received the notice) upon expiration of twelve (12) months from the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement before the end of this period. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after receipt of the notice by the International Civil Aviation Organization.

Article 25
Entry into force

This Agreement shall enter into force on the date of receipt of the later of notifications the two Contracting Parties have notified each other through diplomatic channels that the requirements for its entry into force under their respective internal procedures have been fulfilled.

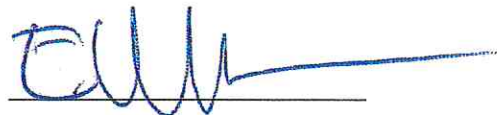
Done at Kuala Lumpur, Malaysia, this 22rd day of October, 2024, in two originals in the Latvian, Spanish and English languages. All texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

**For the Government of
the Dominican Republic:**



Héctor Porcella Dumas
President
Civil Aviation Board

**For the Government of
the Republic of Latvia:**



Elīna Šimīņa-Neveļrovska
Deputy State Secretary
Ministry of Transport

Annex
to the Agreement between
the Government of the Republic of Latvia
and the Government of the Dominican Republic
on Air Services

ROUTE SCHEDULE

1. SCHEDULE 1

Routes to be operated by the designated airline or airlines of the Dominican Republic:

<u>From</u>	<u>Intermediate points</u>	<u>To</u>	<u>Points beyond</u>
Points in Dominican Republic	To be specified	Points in Latvia	To be specified
Any points		Any points	

2. SCHEDULE 2

Routes to be operated by the designated airline or airlines of the Republic of Latvia:

<u>From</u>	<u>Intermediate points</u>	<u>To</u>	<u>Points beyond</u>
Points in Latvia	To be specified	Points in Dominican Republic	To be specified
Any points		Any points	

3. No fifth freedom traffic rights shall be exercised between intermediate points or points beyond and the territory of the other Contracting Party unless an agreement to that effect is made between the two aeronautical authorities of the Contracting Parties.

4. Seventh freedom of air traffic rights shall be allowed reciprocally to the airlines of Contracting Parties, for the performance of exclusively cargo transport services, in regular and non-regular operations, with equal opportunities, without restrictions.

5. Code-Sharing

In operating or offering the authorised services on the specified routes any designated airline of one Contracting Party may enter into code-sharing arrangements with

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

provided that all airlines in such arrangements

- hold the appropriate authority to operate on the routes and segments concerned, and
- in respect of any ticket sold by it or them, make it clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

Both Contracting Parties concurred that code-share services of the marketing carrier should not be counted against the bilaterally agreed frequency entitlement.