




**AGREEMENT
ON AIR TRANSPORT
BETWEEN
THE GOVERNMENT OF THE DOMINICAN REPUBLIC
AND
THE GOVERNMENT OF CANADA**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>HEADING</u>
1.	Headings and Definitions
2.	Grant of Rights
3.	Designation
4.	Authorizations
5.	Revocation and Limitation of Authorization
6.	Application of Laws
7.	Safety Standards, Certificates and Licences
8.	Aviation Security
9.	Customs Duties and Other Charges
10.	Statistics
11.	Tariffs
12.	Availability of Airports and Aviation Facilities and Services
13.	Charges for Airports and Aviation Facilities and Services
14.	Capacity
15.	Airline Representatives
16.	Ground Handling
17.	Sales and Transfer of Funds
18.	Taxation
19.	Applicability to Charter/Non-scheduled Flights
20.	Consultations
21.	Amendment
22.	Settlement of Disputes
23.	Termination
24.	Registration with International Civil Aviation Organization
25.	Multilateral Conventions
26.	Entry into Force



**AGREEMENT
ON AIR TRANSPORT
BETWEEN
THE GOVERNMENT OF THE DOMINICAN REPUBLIC
AND
THE GOVERNMENT OF CANADA**

THE GOVERNMENT OF THE DOMINICAN REPUBLIC AND THE GOVERNMENT OF CANADA, the "Contracting Parties",

BEING PARTIES to the *Convention on International Civil Aviation*, done at Chicago on 7 December 1944;

DESIRING to ensure the highest degree of safety and security in international air transportation;

RECOGNIZING the importance of international air transportation in promoting trade, tourism and investment;

DESIRING to promote their interests in respect of international air transportation; and

DESIRING to conclude an agreement on air transport, supplementary to the said Convention;

HAVE AGREED as follows:

**ARTICLE 1
Headings and Definitions**

1. The headings used in this Agreement are for reference purposes only.
2. For the purposes of this Agreement, unless otherwise stated:
 - (a) "aeronautical authorities" means, in the case of Canada, the Minister of Transport of Canada and the Canadian Transportation Agency, and, in the case of the Dominican Republic, the Civil Aviation Board, or, in both cases, any other entity or person empowered to perform the functions exercised by those authorities;
 - (b) "agreed services" means scheduled air services on the routes specified in this Agreement to transport passengers and cargo, including mail, separately or in combination;
 - (c) "Agreement" means this Agreement, its Annex, and any amendments to this Agreement or its Annex;
 - (d) "air service", "international air service", and "airline" have the meanings respectively assigned to them in Article 96 of the Convention;

- (e) "Convention" means the *Convention on International Civil Aviation*, done at Chicago on 7 December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Convention or of its Annexes under Articles 90 and 94 adopted by both Contracting Parties;
- (f) "designated airline" means an airline designated and authorized in accordance with Articles 3 and 4 of this Agreement;
- (g) "tariff" means a publication which includes all rates, fares, charges, conditions of carriage, classifications, rules, regulations, practices and services related, for air transportation of passengers and their baggage and cargo but excludes remuneration and conditions for the carriage of mail;
- (h) "territory", for Canada, means its land areas (mainland and islands), internal waters and territorial sea as determined by its domestic laws and regulations, and includes the air space above these areas; and for the Dominican Republic, has the meaning established in Article 2 of the Convention, "Territory": "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";
- (i) "sovereignty", for the Dominican Republic, has the meaning established in Article 1 of the Convention, "Sovereignty": "The contracting States recognize that every State has complete and exclusive sovereignty over the airspace above its territory".

ARTICLE 2
Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the following rights for the conduct of international air services by the airlines designated by that other Contracting Party:
 - (a) the right to fly across its territory without landing;
 - (b) the right to land in its territory for non-traffic purposes; and
 - (c) to the extent permitted in this Agreement, the right to make stops in its territory on the routes specified in this Agreement to take up or discharge international traffic in passengers and cargo, including mail, separately or in combination.
2. Each Contracting Party also grants the rights specified in paragraphs 1(a) and (b) to the other Contracting Party, for airlines not designated under Article 3.
3. Paragraph 1 shall not be interpreted as granting to a Contracting Party the right for its designated airlines to take up, in the territory of the other Contracting Party,

passengers and cargo, including mail, carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

**ARTICLE 3
Designation**

Each Contracting Party shall have the right to designate, by diplomatic note, an airline or airlines to operate the agreed services and to withdraw a designation or to substitute another airline for one previously designated.

**ARTICLE 4
Authorizations**

1. The aeronautical authorities of a Contracting Party shall, following receipt of a notice of designation or of substitution pursuant to Article 3, and consistent with the laws and regulations of that Contracting Party, issue without delay to the airline or airlines so designated the required authorizations to operate the agreed services for which that airline has been designated.

2. The Contracting Parties confirm that the designated airline may begin to operate all or part of the agreed services at any time after it received the required authorizations, provided that it complies with the applicable provisions of this Agreement.

**ARTICLE 5
Revocation and Limitation of Authorization**

1. The aeronautical authorities of each Contracting Party shall have the right to withhold the authorizations referred to in Article 4 with respect to an airline designated by the other Contracting Party, and to revoke, suspend or impose conditions on those authorizations, temporarily or permanently, in the following circumstances:

- (a) the airline fails to qualify under the laws and regulations normally applied by the aeronautical authorities of the Contracting Party issuing the authorizations;
- (b) the airline fails to comply with the laws and regulations of the Contracting Party issuing the authorizations;
- (c) the Contracting Party issuing the authorizations is not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals; and
- (d) the airline fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to in paragraph 1, the rights specified in paragraph 1 shall be exercised only after consultations between the aeronautical authorities of the Contracting Parties in conformity with Article 20.

ARTICLE 6
Application of Laws

1. Each Contracting Party shall require compliance with:
 - (a) its laws, regulations and procedures relating to the admission to, remaining in, or departure from its territory of an aircraft engaged in international air navigation, or to the operation and navigation of such aircraft, by the designated airlines of the other Contracting Party on entrance into, departure from and while within that territory; and
 - (b) its laws and regulations relating to the admission to, remaining in, or departure from its territory of passengers, crew members and cargo, including mail, (such as regulations relating to entry, clearance, transit, aviation security, immigration, passports, customs and quarantine) by the designated airlines of the other Contracting Party and by or on behalf of the passengers, crew members, and cargo, including mail, carried by the designated airlines of the other Contracting Party, on transit through, admission to, departure from and while within that territory.

2. In the application of such laws and regulations, a Contracting Party shall, under similar circumstances, accord to the designated airlines of the other Contracting Party treatment no less favourable than that accorded to its own or any other airline engaged in similar international air services.

ARTICLE 7
Safety Standards, Certificates and Licences

1. Each Contracting Party, through its aeronautical authorities, shall recognize certificates of airworthiness, certificates of competency and licences, issued or rendered valid by the aeronautical authorities of the other Contracting Party and still in force, for the purpose of operating the agreed services provided that these certificates or licences were issued or rendered valid pursuant to, and in conformity with, as a minimum, the standards established under the Convention. Each Contracting Party, through its aeronautical authorities, reserves the right to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences issued to its own nationals by the other Contracting Party.

2. If the privileges or conditions of the certificates or licences referred to in paragraph 1, issued by the aeronautical authorities of one Contracting Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, permits a difference from the minimum standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the other Contracting Party may request consultations between the aeronautical authorities in conformity with Article 20 with a view to clarifying the practice in question.

3. Consultations concerning the safety standards and requirements maintained and administered by the aeronautical authorities of the other Contracting Party relating to

aeronautical facilities, crew members, aircraft, and operation of the designated airlines shall be held within fifteen (15) days of receipt of a request from either Contracting Party, or such other period as may be mutually determined by the Contracting Parties. If, following such consultations, the aeronautical authorities of a Contracting Party find that the aeronautical authorities of the other Contracting Party do not effectively maintain and administer safety standards and requirements in these areas that are at least equal to the minimum standards established pursuant to the Convention, the aeronautical authorities of the first mentioned Contracting Party shall notify the aeronautical authorities of the other Contracting Party of such findings and of the steps considered necessary to conform with these minimum standards. Failure to take appropriate corrective action within fifteen (15) days, or such other period as may be accepted by the aeronautical authorities of the Contracting Party that made the findings, shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the designated airlines of the other Contracting Party.

4. Pursuant to Article 16 of the Convention, each Contracting Party accepts that any aircraft operated by or, on behalf of, an airline of one Contracting Party, may, while within the territory of the other Contracting Party, be the subject of an examination by the aeronautical authorities of the other Contracting Party, on board and around the aircraft to verify the validity of the relevant aircraft documents and those of its crew members and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided such ramp inspection does not cause an unreasonable delay in the operation of the aircraft.

5. If a Contracting Party, through its aeronautical authorities, after carrying out a ramp inspection, finds that:

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

it may, through its aeronautical authorities, for the purposes of Article 33 of the Convention and at its discretion, determine that the requirements under which the certificates or licences in respect of that aircraft or its crew members 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. This same determination may be made in the case of denial of access for ramp inspection.

6. A Contracting Party shall have the right, through its aeronautical authorities, and without consultation, to withhold, revoke, suspend or impose conditions on the authorizations of an airline of the other Contracting Party in the event the aeronautical authorities of the first Contracting Party conclude that immediate action is essential to the safety of airline operations.

7. A Contracting Party shall discontinue, through its aeronautical authorities, any action taken pursuant to paragraph 3 or 6 once the basis for the taking of that action ceases to exist.

ARTICLE 8 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 is an integral part of this Agreement.

2. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall act in conformity with the provisions of the *Convention on Offences and Certain Other Acts Committed on Board Aircraft*, done at Tokyo on 14 September 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft*, done at The Hague on 16 December 1970, the *Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation*, done at Montreal on 23 September 1971, the *Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation*, done at Montreal on 24 February 1988, and the *Convention on the Marking of Plastic Explosives for the Purpose of Detection*, done at Montreal on 1 March 1991, and any other multilateral agreement governing aviation security binding upon both Contracting Parties.

3. The Contracting Parties shall provide, on 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 members, airports and air navigation facilities, and any other threat to the security of civil aviation.

4. The Contracting Parties shall 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; they shall require that aircraft operators of their registry, aircraft operators who have their principal place of business or permanent residence in their territory, and the airports operators located in their territory act in conformity with such aviation security provisions. Accordingly, each Contracting Party, on request, shall provide the other Contracting Party notification of any difference between its national laws, regulations and practices and the aviation security standards of the Annexes referred to in this paragraph. Each Contracting Party may at any time request consultations, to be held without delay, with the other Contracting Party to discuss those differences.

5. Each Contracting Party accepts that its aircraft operators may be required to observe the aviation security provisions referred to in paragraph 4 stipulated by the other Contracting Party for entry into, departure from, or while within the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew members, carry-on items, baggage, cargo, including mail, and aircraft stores prior to and during boarding and loading.

6. Each Contracting Party shall, as far as may be practicable, meet any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

7. Each Contracting Party shall have the right, within sixty (60) days following the serving of a notice, for its aeronautical authorities to conduct an assessment in the territory of the other Contracting Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the territory of the first Contracting Party. The administrative arrangements, including the setting of specific dates for the conduct of the assessments, shall be mutually determined between the aeronautical authorities of both Contracting Parties and applied without delay to ensure that assessments will be conducted expeditiously.

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 members, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and taking other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

9. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions on aviation security stipulated in this Agreement, it may request consultations. The consultations shall start within fifteen (15) days of receipt of the request for consultations. Failure to reach a satisfactory arrangement within fifteen (15) days from the start of consultations shall constitute grounds for the Contracting Party that requested the consultations to withhold, revoke, suspend or impose conditions on the authorizations of the designated airlines of the other Contracting Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the Contracting Party that believes that the other Contracting Party has departed from the provisions of this Article may take interim action at any time. Any action taken in accordance with this paragraph shall be discontinued once the other Contracting Party has complied with the security provisions of this Article.

ARTICLE 9 Customs Duties and Other Charges

1. Each Contracting Party shall on a basis of reciprocity exempt the designated airlines of the other Contracting Party to the fullest extent possible under its national laws and regulations from import restrictions, customs duties, excise taxes, inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts (including engines), regular aircraft equipment, aircraft stores (including liquor, tobacco and other products destined for sale to passengers in limited quantities during the flight) and other items intended for use or used solely in connection with the operation or servicing of aircraft of the designated airlines of the other Contracting Party operating the agreed services, as well as printed ticket stock, air waybills, any printed material bearing the insignia of the company and usual publicity material distributed without charge by those designated airlines.

2. The exemptions granted with respect to items listed in paragraph 1 shall apply when those items are:

- (a) introduced into the territory of one Contracting Party by or on behalf of a designated airline of the other Contracting Party;
- (b) retained on board an aircraft of a designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or
- (c) taken on board an aircraft of a designated airline of one Contracting Party in the territory of the other Contracting Party;

whether or not the items are used or entirely consumed within the territory of the Contracting Party granting the exemption, provided that those items are not alienated in the territory of that Contracting Party.

3. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of a designated airline of each Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that territory. In this case, they may be placed under the supervision of those said authorities until they are re-exported or otherwise disposed of in accordance with the customs regulations applicable in that territory.

4. Each Contracting Party shall exempt baggage and cargo in direct transit across its territory from customs duties and other similar charges.

ARTICLE 10 Statistics

1. The Contracting Parties, through their aeronautical authorities, shall provide, or shall require their designated airlines to provide to the aeronautical authorities of the other Contracting Party, on request, periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the agreed services, including statistics showing the initial origins and final destinations of the traffic.

2. The Contracting Parties, through their aeronautical authorities, shall maintain close contact with respect to the implementation of paragraph 1 including procedures for the provision of statistical information.

ARTICLE 11 Tariffs

1. For the purposes of this Article:

- (a) "price" means any fare, rate or charge contained in tariffs (including frequent flyer plans or other benefits provided in association with air transportation) for the carriage of passengers (including their baggage) and/or cargo (excluding mail) and the conditions directly governing the availability or applicability of such fare, rate or charge but excluding general terms and conditions of carriage;

- (b) "general terms and conditions of carriage" means those terms and conditions contained in tariffs which are broadly applicable to the agreed services and not directly related to any price.

2. The primary consideration for establishing prices for transportation on the agreed services is market forces. The Contracting Parties shall permit the tariffs to be developed by the designated airlines individually or, at the option of the airlines, through coordination with each other or with other airlines. A designated airline shall be responsible only to its own aeronautical authorities for the justification of its prices.

3. The Contracting Parties shall not require designated airlines to file prices for transportation on the agreed services with the aeronautical authorities. Each Contracting Party may require designated airlines of the other Contracting Party to provide immediate access, on request, to information on prices to its aeronautical authorities in a manner and format acceptable to those aeronautical authorities.

4. The Contracting Parties shall permit, tacitly or explicitly, prices for the agreed services to come into and remain in effect unless the aeronautical authorities of both Contracting Parties are dissatisfied. Except as provided for in paragraph 5, a Contracting Party shall not take action to prevent the inauguration or continuation of a price proposed to be charged or charged by an airline of either Contracting Party for transportation on the agreed services. The primary ground for the aeronautical authorities to be dissatisfied with a price shall be:

- (a) to prevent unreasonably discriminatory prices or practices;
- (b) to protect consumers from prices that are unreasonably high or restrictive because of the abuse of a dominant position;
- (c) to protect airlines from prices to the extent that they are artificially low because of direct or indirect governmental subsidy or support; or
- (d) to protect airlines from prices that are artificially low, where there is evidence of intent of eliminating competition.

5. If the aeronautical authorities of a Contracting Party are dissatisfied with a price, they shall so notify the aeronautical authorities of the other Contracting Party and the designated airline concerned. The aeronautical authorities receiving the notice of dissatisfaction shall acknowledge the notice, and indicate their concurrence or disagreement with it, within ten (10) working days of receipt of the notice. The aeronautical authorities shall cooperate in securing information necessary for the consideration of a price on which a notice of dissatisfaction has been given. If the aeronautical authorities of the other Contracting Party have indicated their concurrence with the notice of dissatisfaction, both Contracting Parties shall take immediate action to ensure that the price is withdrawn and no longer charged.

6. The aeronautical authorities of each Contracting Party may request technical discussions on prices at any time. Unless otherwise jointly decided by aeronautical

authorities, these discussions on prices shall take place no later than ten (10) working days following the receipt of the request.

7. The general terms and conditions of carriage shall be subject to each Contracting Party's national laws and regulations. Each Contracting Party may require notification to or filing with its aeronautical authorities of any terms and conditions of carriage of a designated airline. If one Contracting Party takes action to disapprove any terms or conditions, it shall promptly inform the other Contracting Party and the designated airline concerned.

8. The Contracting Parties may require that the designated airlines make full information on prices and the general terms and conditions of carriage available to the general public.

ARTICLE 12
Availability of Airports and Aviation Facilities and Services

Each Contracting Party shall ensure that airports, airways, air traffic control and air navigation services, aviation security, and other related facilities and services provided in its territory are available for use by the airlines of the other Contracting Party on terms no less favourable than the most favourable terms available to any other airline at the time arrangements for use are made.

ARTICLE 13
Charges for Airports and Aviation Facilities and Services

1. For the purposes of this Article, "user charge" means a charge imposed on airlines for the provision of airport, air navigation, or aviation safety or security facilities or services including related services and facilities.

2. Each Contracting Party shall ensure that user 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 user 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.

3. Each Contracting Party shall recommend to the competent charging authorities or bodies to provide users with no less than ninety (90) days' notice of any proposal to increase or of any increase to user charges, or new user charges.

ARTICLE 14
Capacity

1. Each Contracting Party shall allow a fair and equal opportunity for the designated airlines of both Contracting Parties to provide the agreed services on the routes specified in this Agreement.

2. Each Contracting Party shall allow any designated airline of the other Contracting Party to determine the frequency and capacity of the agreed services it offers based on the airline's commercial considerations in the marketplace. Therefore, neither Contracting Party shall impose on the designated airline of the other Contracting Party any requirement with respect to capacity, frequency or traffic that would be inconsistent with the purposes of this Agreement. Neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airline of the other Contracting Party, except as may be required for customs and other government inspection services, or for technical or operational reasons under uniform conditions and consistent with Article 15 of the Convention.

3. The aeronautical authorities of the Contracting Parties may require, for information purposes, the filing of schedules or timetables not later than ten (10) days, or such lesser period as those authorities may require, prior to the operation of new or revised services. If the aeronautical authorities of a Contracting Party require filings for information purposes, they shall minimize the administrative burden of filing requirements and procedures on the designated airlines of the other Contracting Party.

ARTICLE 15 Airline Representatives

1. The designated airline or airlines of one Contracting Party shall be allowed, on the basis of reciprocity, to maintain in the territory of the other Contracting Party their representatives and commercial, operational and technical staff as required in connection with the operation of the agreed services.

2. These staff requirements may, at the option of the designated airline or airlines of one Contracting Party, be satisfied by its own personnel or by using the services of any other organization, company or airline operating in the territory of the other Contracting Party, and authorized to perform such services in the territory of that Contracting Party.

3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party, and, consistent with such laws and regulations, each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article.

4. Both Contracting Parties shall dispense with the requirement of employment authorizations or visitor visas or other similar documents for personnel performing certain temporary services and duties except in special circumstances.

ARTICLE 16 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 17 **Sales and Transfer of Funds**

Each Contracting Party shall permit the designated airlines of the other 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 of other countries, and any person shall be free to purchase the transportation in 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 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.

ARTICLE 18 **Taxation**

With respect to the taxation of income derived by designated airlines from the operation of aircraft in international traffic between the territories of both Contracting Parties, the provisions of the Convention between the Contracting Parties for the avoidance of double taxation currently in force shall apply. In the event that a Convention between the Contracting Parties for the avoidance of double taxation is no longer in effect, the Contracting Parties may consult in accordance with Article 20 of this Agreement.

ARTICLE 19
Applicability to Charter/ Non-scheduled Flights

1. The provisions set out in Articles 6 (Application of Laws), 7 (Safety Standards, Certificates and Licences), 8 (Aviation Security), 9 (Customs Duties and Other Charges), 10 (Statistics), 12 (Availability of Airports and Aviation Facilities and Services), 13 (Charges for Airports and Aviation Facilities and Services), 15 (Airline Representatives), 16 (Ground Handling), 17 (Sales and Transfer of Funds), 18 (Taxation) 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 and to the air carriers operating these flights.

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 in the organization of those operations.

ARTICLE 20
Consultations

Either Contracting Party may at any time request, through diplomatic channels, 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
Amendment

Any amendment to this Agreement that is mutually determined as a result of consultations under Article 20 shall come into force in accordance with the terms set out in Article 26.

ARTICLE 22
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 first endeavour to settle it by holding consultations in accordance with Article 20.

2. If the dispute is not resolved within sixty (60) days of the beginning of consultations pursuant to Article 20, the Contracting Parties may consent to refer the dispute for decision to a person or body, or either Contracting Party may submit the dispute for a decision to a Tribunal through arbitration.

3. The Tribunal referred to in paragraph 2 shall be composed of three (3) arbitrators. Each Contracting Party shall nominate one (1) arbitrator and those two (2) arbitrators shall appoint the third. Each Contracting Parties shall nominate its arbitrator within sixty (60) days from the date of receiving a written request for arbitration

through diplomatic channels and the third arbitrator shall be appointed within a further period of sixty (60) days.

4. If one of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires.

5. If the President of the Council of the International Civil Aviation Organization is of the same nationality as one of the Contracting Parties, the most senior vice-president who is not disqualified on that ground shall make the appointment. In all cases the third arbitrator shall be a national of a third State, shall act as President of the Tribunal and shall determine the place where arbitration will be held.

6. The Contracting Parties shall comply with a decision given under paragraph 2.

7. The expenses of the Tribunal shall be shared equally between the Contracting Parties.

8. If a Contracting Party fails to comply with any decision made under paragraph 2, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default or to the designated airline in default.

ARTICLE 23 Termination

Each Contracting Party may, at any time from the entry into force of this Agreement, give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organization. This Agreement shall terminate one (1) year after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual consent before the expiry of this period. In the absence of an acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 24 Registration with the International Civil Aviation Organization

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

ARTICLE 25 Multilateral Conventions

If a multilateral convention comes into force in respect of both Contracting Parties, consultations may be held in accordance with Article 20 of this Agreement with a view to determining the extent to which this Agreement is affected by the provisions of the multilateral convention.

ARTICLE 26
Entry into Force

This Agreement shall enter into force on the date of the last written notification, through diplomatic channels, by which the Contracting Parties shall have notified each other that all necessary internal procedures for its entry into force have been completed.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto by their respective governments, have signed this Agreement.

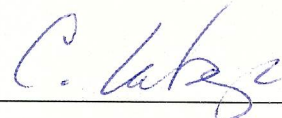
DONE in duplicate at Santo Domingo, Dominican Republic, on February 2, 2023, in the English, French and Spanish languages, each version being equally authentic.

FOR THE GOVERNMENT
OF THE DOMINICAN REPUBLIC



José Ernesto Marte Piantini
President
Civil Aviation Board

FOR THE GOVERNMENT
OF CANADA



Christine Laberge
Ambassador Extraordinary and
Plenipotentiary of Canada to the
Dominican Republic

ANNEX

ROUTE SCHEDULE

The Contracting Parties confirm that the designated airlines of each Contracting Party shall be entitled to perform scheduled international air transportation between the points on the following routes:

SECTION I

For the airlines designated by the Government of Canada the following route may be operated in either direction:

Points Behind Canada	Points in Canada	Intermediate Points	Points in Dominican Republic	Points Beyond Dominican Republic
Any point or points	Any point or points	Any point or points	Any point or points	Any point or points

Notes:

1. Traffic may be picked up at Points in Canada and set down at Points in the Dominican Republic and vice versa. Traffic may be picked up at Points Behind Canada, at Intermediate Points, and at Points Beyond and set down at Points in the Dominican Republic and vice versa.
2. Transit and own stopover rights shall be available at Points in Canada, at Intermediate Points, and at Points in the Dominican Republic.
3. Each designated airline may, on any or all flights and at its option: i) serve Points in the Dominican Republic separately or in combination, and ii) omit any points on any or all services, provided that, with the exception of all-cargo services, all services serve at least one of the Points in Canada, without directional or geographic limitation.
4. Different flight numbers may be combined within one aircraft operation. Points Behind Canada may be served with or without change of aircraft or flight number and the designated airlines of Canada may hold out and advertise these services to the public as through services.
5. The Contracting Parties require that the designated airlines of Canada notify the aeronautical authorities of the Dominican Republic of air services to be operated between third countries and Points in the Dominican Republic ninety (90) days in advance or such lesser period as may be authorised by the aeronautical authorities of the Dominican Republic and each of the points may be changed on ninety (90) days' notice to the aeronautical authorities of the Dominican Republic or such lesser period as may be authorised by the aeronautical authorities of the Dominican Republic.

6. (a) Subject to the regulatory requirements normally applied to these operations by the aeronautical authorities of the Dominican Republic, each designated airline of Canada may enter into cooperative arrangements for the purposes of:
- (i) holding out the agreed services on the specified routes by code-sharing (i.e. selling transportation under its own code) on flights operated by any airlines of Canada, of the Dominican Republic or of any third country; and/or a surface transportation provider of any country, and/or
 - (ii) carrying traffic under the code of any other airline that has been authorized by the aeronautical authorities of the Dominican Republic to sell transportation under its own code on flights operated by the designated airlines of Canada.
- (b) The aeronautical authorities of the Dominican Republic may require all airlines involved in code-sharing arrangements to hold the appropriate underlying route authority.
- (c) The aeronautical authorities of the Dominican Republic may require code-sharing services involving transportation between the Points in the Dominican Republic to be restricted to flights operated by airlines authorized by the aeronautical authorities of the Dominican Republic to provide services between the Points in the Dominican Republic and all transportation between the Points in the Dominican Republic under the code of the designated airline of Canada shall only be available as part of an international journey.
- (d) The aeronautical authorities of the Dominican Republic shall not withhold permission for code-sharing services identified in paragraph 6 (a) by the designated airlines of Canada on the basis that airlines operating the aircraft do not have the right from the Dominican Republic to carry traffic under the code of the airlines designated by Canada.
- (e) The aeronautical authorities of both Contracting Parties may require all participants in these code-sharing arrangements to ensure that passengers are fully informed of the identity of the operator and the mode of transportation for each segment of the journey.

7. The Contracting Parties shall permit the designated airlines of Canada, at any points on the specified route and at their option, to transfer traffic between their own aircraft without any limitation as to type or number of aircraft, provided that, in the outbound direction, the transportation beyond such points is a continuation of the transportation from Canada and, in the inbound direction, the transportation to Canada is a continuation of the transportation from beyond such points and provided that all passenger and combination flights involved in the transfer originate or terminate in

Canada. For the purpose of code-sharing services, airlines shall be permitted to transfer traffic between aircraft without limitation.

8. The aeronautical authorities of the Dominican Republic shall permit the designated airlines of Canada, when operating cargo services to or from the Dominican Republic:

- (a) to employ without restriction in connection with the agreed services any surface transportation for cargo to or from any points in the territories of the Contracting Parties or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo in bond under applicable laws and regulations;
- (b) to have access to airport customs processing and facilities for cargo moving by surface or by air; and
- (c) to elect to perform their own cargo surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines.

Intermodal cargo services may be offered at a single, through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning that transportation.

SECTION II

For the airline or airlines designated by the Government of the Dominican Republic the following route may be operated in either direction:

Points Behind Dominican Republic	Points in Dominican Republic	Intermediate Points	Points in Canada	Points Beyond Canada
Any point or points	Any point or points	Any point or points	Any point or points	Any point or points

Notes:

1. Traffic may be picked up at Points in the Dominican Republic and set down at Points in Canada and vice versa. Traffic may be picked up at Points Behind the Dominican Republic, at Intermediate Points, and at Points Beyond and set down at Points in Canada and vice versa.
2. Transit and own stopover rights shall be available at Points in the Dominican Republic, at Intermediate Points, and at Points in Canada.
3. Each designated airline may, on any or all flights and at its option: i) serve Points in Canada separately or in combination, ii) omit any points on any or all services, provided that, with the exception of all-cargo services, all services serve at least one of the Points in the Dominican Republic, without directional or geographic limitation.
4. Different flight numbers may be combined within one aircraft operation. Points Behind the Dominican Republic may be served with or without change of aircraft or flight number and the designated airlines of the Dominican Republic may hold out and advertise these services to the public as through services.
5. The Contracting Parties require that the designated airlines of the Dominican Republic notify the aeronautical authorities of Canada of air services to be operated between third countries and Points in Canada ninety (90) days in advance or such lesser period as may be authorised by the aeronautical authorities of Canada and each of the points may be changed on ninety (90) days' notice to the aeronautical authorities of Canada or such lesser period as may be authorised by the aeronautical authorities of Canada.

6. (a) Subject to the regulatory requirements normally applied to such operations by the aeronautical authorities of Canada, each designated airline of the Dominican Republic may enter into cooperative arrangements for the purposes of:
- (i) holding out the agreed services on the specified routes by code-sharing (i.e. selling transportation under its own code) on flights operated by any airlines of the Dominican Republic, of Canada, and/or of any third country; and/or a surface transportation provider of any country and/or
 - (ii) carrying traffic under the code of any other airline that has been authorized by the aeronautical authorities of Canada to sell transportation under its own code on flights operated by the designated airlines of the Dominican Republic.
- (b) The aeronautical authorities of Canada may require all airlines involved in code-sharing arrangements to hold the appropriate underlying route authority.
- (c) The aeronautical authorities of Canada may require code-sharing services involving transportation between the Points in Canada to be restricted to flights operated by airlines authorised by the aeronautical authorities of Canada to provide services between the Points in Canada and all transportation between the Points in Canada under the code of the designated airlines of the Dominican Republic shall only be available as part of an international journey.
- (d) The aeronautical authorities of Canada shall not withhold permission for code-sharing services identified in paragraph 6 (a) by the designated airlines of the Dominican Republic on the basis that airlines operating the aircraft do not have the right from Canada to carry traffic under the code of the airlines designated by the Dominican Republic.
- (e) The aeronautical authorities of both Contracting Parties may require all participants in these code-sharing arrangements to ensure that passengers are fully informed of the identity of the operator and the mode of transportation for each segment of the journey.

7. The Contracting Parties shall permit the designated airlines of the Dominican Republic, at any points on the specified route and at their option, to transfer traffic between their own aircraft without any limitation as to type or number of aircraft, provided that, in the outbound direction, the transportation beyond such points is a continuation of the transportation from the Dominican Republic and, in the inbound direction, the transportation to the Dominican Republic is a continuation of the transportation from beyond such points and provided that all passenger and combination flights involved in the transfer originate or terminate in the Dominican

Republic. For the purpose of code-sharing services, airlines shall be permitted to transfer traffic between aircraft without limitation.

8. The aeronautical authorities of Canada shall permit the designated airlines of the Dominican Republic when operating cargo services to or from Canada:

- (a) to employ without restriction in connection with the agreed services any surface transportation for cargo to or from any points in the territories of the Contracting Parties or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo in bond under applicable laws and regulations;
- (b) to have access to airport customs processing and facilities for cargo moving by surface or by air; and
- (c) to elect to perform their own cargo surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines.

Intermodal cargo services may be offered at a single, through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning that transportation.