

**AGREEMENT BETWEEN THE GOVERNMENT OF THE STATE OF QATAR
AND THE GOVERNMENT OF THE DOMINICAN REPUBLIC
FOR AIR SERVICES**

The Government of the Dominican Republic and

The Government of the State of Qatar;

Hereinafter referred to as (the **Parties**)

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944;

Desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing air services between and beyond their respective territories;

Have agreed as follows:

ARTICLE 1
Definitions

For the purpose of this Agreement, unless the context otherwise requires:

1. The term "**the Convention**" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the annexes or of Convention under articles 90 and 94 so far as those annexes and amendments have become effective for or been ratified by both Parties;
2. The term "**Agreement**" means this Agreement, the Annex attached thereto and any protocols or similar documents amending this Agreement or the Annex.
3. The term "**Aeronautical Authorities**" means: in the case of the Government of the State of Qatar; the Minister of Transport and Communications, and in the case of the Government of the Dominican Republic, the Civil Aviation Board, and in both cases any person or body authorized in the future to perform any functions at present exercisable by the said authorities or similar functions.
4. The term "**Designated Airline**" means an airline which has been designated and authorized in accordance with Article 4 of this Agreement;
5. 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.
6. The term "**Capacity**" in relation to an aircraft means the payload of the aircraft available on the route or section of a route; and in relation to a specified air service means the capacity of aircraft, used on such service,

multiplied by the frequency of the flights, operated by such an aircraft over a given period and route or section of route.

7. The terms "**Agreed Services**" and "**Specified Routes**" have the meaning respectively of scheduled international air services and of routes specified in the Annex to this Agreement.
8. The term "**Tariff**" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail.
9. The term "**User Charges**" means fees or rates levied for the use of airports, navigational facilities and other related services offered by one Party to the other.
10. The term "**Territory**" in relation to a State, means the land areas and territorial waters adjacent thereto and the airspace above them, under the sovereignty of that State.

ARTICLE 2

Applicability of Chicago Convention

The provisions of this Agreement shall be subject to the provisions of the Convention in so far as those provisions are applicable to international air services.

ARTICLE 3

Grant of Rights

1. Each Party grants to the other Party the following rights in respect of its scheduled 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 Party grants to the other Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the appropriate section of the Schedules annexed to this Agreement. Such services and routes are hereafter called "the agreed services" and "the specified routes" respectively. While operating an agreed service on a specified route, the airline designated by each 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 Party at the points specified for that route in the schedules annexed to this Agreement for the purpose of taking on board and discharging passengers and cargo including mail, in combination or separately.
3. Nothing in paragraph (2) of this Article shall be deemed to confer on the airline of one Party, the privilege of taking on board, in the territory of the other Party, passengers and cargo including mail carried for hire or reward and destined for another point in the territory of the other Party.

ARTICLE 4
Designation and Authorization

1. Each Party shall have the right to designate in writing to the other Party an airline for the purposes of operating the agreed services on the specified routes.
2. On receipt of such designation, the other Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline designated the appropriate operating authorizations.
3. The aeronautical authorities of one Party may require an airline designated by the other Party to satisfy them that it is qualified to fulfill 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.
4. Each Party shall have the right to refuse to grant the operating authorization referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article (3) of this Agreement, in any case where the said Party is not satisfied that substantial ownership and effective control of that airline are vested in the Party designating the airline, its nationals, or both.
5. When an airline has been so designated and authorized, it may begin at any time to operate the agreed services, provided that a tariff established in accordance with the provisions of Article (8) of this Agreement, is in force in respect of the service.

ARTICLE 5
Revocation and/or Suspension of Operating Authorization

1. Each Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article (3) of this Agreement by an airline designated by the other Party, or to impose such conditions as it may deem necessary on the exercise of these rights:
 - a) in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Party designating the airline or in the nationals of such Party; or
 - b) in the case of failure by that airline to comply with laws or regulations of the Party granting these rights; or
 - c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.
2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringement of laws or regulations, such right shall be exercised only after consultation with the other Party.

ARTICLE 6
Exemption from Customs and other Duties

1. Aircraft operated on international air services by the designated airline of either Party, as well as their regular equipment, supplies of fuel and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempted from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Party, provided that such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.
2. They shall also be exempt from the same duties, fees and charges, with the exception of charges corresponding to the service performed, in respect to:
 - a. aircraft stores taken on board in the territory of a Party, within limits fixed by the authorities of the said party, and for use on international air services of the other Party;
 - b. spare parts and regular equipment introduced into the territory of either Party for the maintenance or repair of aircraft used on international air services by the designated airline of the other Party;
 - c. as per the law and regulations of each country; fuel and lubricants supplied in the territory of a Party to outbound aircraft of a designated airline of the other Party engaged in an international air service, even when these supplies are to be used on the part of the journey performed over the territory of the Party in which they are taken on board;
 - d. advertising materials, uniform items and airline documentation having no commercial value used by the designated airline of one Party in the territory of the other Party;
 - e. the office equipment introduced in the territory of either Party in order to be used in the offices of the designated airline of the other Party provided that such equipment is at the disposal of those offices during three (3) years from the date of their introduction into that territory and the principle of reciprocity applies.

Materials referred to in sub-paragraphs (a), (b) and (c) in this paragraph may be required to be kept under customs supervision or control.
3. Passengers, baggage and cargo in direct transit across the territory of one Party and not leaving the area of the airport reserved for such purpose shall be subject to a very simplified control. Baggage and cargo in direct transit only shall be exempt from customs duties and other similar taxes.
4. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Party, may be unloaded in the territory of the other Party only with the approval of the customs authorities of that territory. In such a 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.

ARTICLE 7
Principles Governing Operation of Agreed Services

1. There shall be fair and equal opportunity for the airlines of both Parties to operate the agreed services on the specified routes between their respective territories.
2. In operating the agreed services, the designated airline of one Party shall take into account the interests of the designated airline of the other Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.
3. The agreed services provided by the designated airlines of the Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers and cargo including mail originating from or destined for the territory of the Party which has designated the airline. Provision for the carriage of passengers and cargo including mail both taken on board and discharged at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:
 - a. traffic requirements to and from the territory of the Party which has designated the airline;
 - b. traffic requirements of the area through which the agreed service passes, after taking account of other transport services established by airlines of the States comprising the area; and
 - c. the requirements of through airline operation.

ARTICLE 8
Tariffs

1. Each Party shall allow tariffs for air services to be established by each designated airline based upon commercial considerations in the market place. Neither Party shall require its airlines to consult other airlines about the tariffs they charge or propose to charge for services covered by this Agreement.
2. Each Party may require notification or filing of any tariff to be charged by its own designated airline. Neither Party shall require notification or filing of any tariffs to be charged by the designated airline of the other Party. Tariffs may remain in effect unless subsequently disapproved under paragraph 5 of this Article.
3. Intervention by the Parties shall be limited to:
 - a) the protection of consumers from tariffs that are excessive due to the abuse of market power;
 - b) the prevention of tariffs whose application constitutes anti-competitive behaviour which has or is likely to have or is explicitly intended to have the effect of preventing, restricting or distorting competition or excluding a competitor from the route.

4. Each Party may unilaterally disallow any tariff filed or charged by its own designated airline. However, such intervention shall be made only if it appears to the aeronautical authority of that Party that a tariff charged or proposed to be charged meets either of the criteria set out in paragraph 3 of this Article.
5. Neither Party shall take unilateral action to prevent the coming into effect or continuation of a tariff charged or proposed to be charged by the airline of the other Party. If one Party believes that any such tariff is inconsistent with the considerations set out in paragraph 3 of this Article, it may request consultations and notify the other Party of the reasons for its dissatisfaction. These consultations shall be held not later than 14 days after receipt of the request. Without a mutual agreement the tariff shall take effect or continue in effect.

ARTICLE 9
Approval of Time-Tables

The designated airline shall submit for approval to the aeronautical authorities of the other Party the flight time-table including the type of aircraft to be used as well as the capacity. This should be submitted not later than (30) days prior to the inauguration of the scheduled flights. This requirement shall also apply to later amendments. In special cases, if necessary, the mentioned time limit may be reduced after consultation between the mentioned authorities.

ARTICLE 10
Provision of Statistics

The aeronautical authorities of a Party shall supply to the aeronautical authorities of the other Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline of the Party referred to first in this Article. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

ARTICLE 11
Transfer of Earnings

1. Each Party shall grant to the designated airline of the other Party, the right of free transfer of the excess receipts over expenditure earned in the territory of the respective Party. Such transfer shall be effected on the basis of official exchange rates or where there are no official exchange rates, at the prevailing foreign exchange market rates for current payment.
2. If a Party imposes restrictions on the transfer of excess receipts over expenditure by the designated airline of the other Party, the latter shall have the right to impose reciprocal restrictions on the designated airline of that Party.

ARTICLE 12
Aviation Security

1. Consistent with their rights and obligations under international law, the 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 their rights and obligations under international law, the Parties shall, in particular, act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, and the provisions of multilateral agreements and protocols which will become binding on both Parties.
2. The 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 Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to both 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 and the operators of airports in their territory act in conformity with such aviation security provisions.
4. Each Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph (3) in this Article required by the other Party for entry into, departure from, or while within, the territory of that other Party.
5. Each 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 Party shall also give positive consideration to any request from the other Party for reasonable special security measures to meet a particular threat.
6. 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 Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such an incident or threat thereof.

7. Should one Party have problems with regard to the aviation security provisions of this Article, the aeronautical authorities of either Party may request immediate consultations with the aeronautical authorities of the other Party.

ARTICLE 13
Aviation Safety

1. Each Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Party. Such consultations shall take place within thirty (30) days of that request.
2. If, following such consultations, one Party finds that the other 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 Party shall notify the other Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Party shall take appropriate corrective action. Failure by the other 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 the airline of one Party on services to or from the territory of the other Party may, while within the territory of the other Party, be made the subject of an examination by the authorized representatives of the other 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 that 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 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 licenses 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 the airline of one Party in accordance with paragraph 3 in this Article is denied by the representative of that airline, the other Party shall be free to infer that serious concerns of the type

referred to in paragraph 4 in this Article arise and draw the conclusions referred to in that paragraph.

6. Each Party reserves the right to suspend or vary the operating authorization of the airline of the other Party immediately in the event the first Party concludes, whether as a result of a ramp inspection, consultation or otherwise, that immediate action is essential to ensure the safety of an airline operation.
7. Any action by one Party in accordance with paragraphs 2 or 6 in this Article shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 14
Use Charges

Airports, aviation security and other related facilities and services that are provided in the territory of one Party shall be available for use by the airline of the other Party on terms no less favorable than the most favorable terms available to any airline engaged in similar international air services at the time arrangements for use are made.

ARTICLE 15
Applicability of National Legislation

1. The laws and regulations of a Party as to the admission to or departure from its territory of passengers, crew or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, currency, health and quarantine shall be complied with by or on behalf of such passengers, crew or cargo upon entrance into or departure from, or while within the territory of that Party.
2. The laws and regulations of a Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft, shall be applied to aircraft of the other Party while within its territory.
3. The appropriate authorities of a Party shall have the right without unreasonable delays, to search aircraft of the other Party on landing or departure and to inspect the certificate and other documents prescribed by the Convention.

ARTICLE 16
Commercial Activities

Each Party shall permit the designated airline of the other Party to bring and maintain in the territory of the other Party, employees and other responsible personnel for the administration, technical and commercial operations of their air services activities in accordance with the entry, residence and employment rules and regulations of the other Party.

ARTICLE 17
Ground Handling

Where the laws, regulations and contractual provisions of the Parties limit or preclude self-handling, each designated airline shall be treated on a non-discriminatory basis regarding ground handling services provided by one or more duly authorized providers.

ARTICLE 18
Applicability to Charter/Non-scheduled Flights

The provisions relating to application of laws, safety standards, certificates and licences, aviation security, customs duties and other charges, statistics, availability of airports and aviation facilities and services, charges for airports and aviation facilities and services, airline representatives, ground handling, sales and transfer of funds, taxation and consultation of this Agreement apply as well as to charters and other non-scheduled flights operated by air carriers of one Party into or from the territory of the other Party and to the air carrier operating such flights.

ARTICLE 19
Code Sharing

1. The designated airline(s) of either Party may enter into marketing arrangements such as blocked space, code sharing or other commercial arrangements with:
 - a. an airline or airlines of the same Party;
 - b. an airline or airlines of the other Party;
 - c. an airline or airlines of a third country.

provide that all airlines in the above arrangements hold appropriate route and traffic rights, and in respect of each tickets sold; the purchaser is informed at the point of sale which airline will operate each sector of the service.

2. For third party code share arrangements; all airlines in such arrangements are subject to the approval of the aeronautical authorities of both Parties. Should such a third party not authorize or allow comparable arrangements between the airlines of the other Party and other airline on services to, from and via such third country, the aeronautical authorities of the concerned Party shall have the right not to accept such arrangements.
3. It is the common understanding of both Parties that code-share services are not counted against the frequency entitlement of the marketing airline.

ARTICLE 20
Consultation

1. In a spirit of close co-operation, the aeronautical authorities of the Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the Annexed Schedules and shall consult when necessary to provide for modifications thereof.

2. Either Party may request consultation in writing which shall begin within a period of sixty (60) days of the date of receipt of the request, unless both Parties agree to an extension of this period.

ARTICLE 21
Settlement of Disputes

1. If any dispute arises between the Parties relating to the interpretation or application of this Agreement, the Parties shall in the first place endeavor to settle it by negotiation.
2. If the 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 Party be submitted for decision to a tribunal of three (3) arbitrators, one to be nominated by each Party and the third to be appointed by the two so nominated. Each of the Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Party from the other 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 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, at the request of either Party, appoint an arbitrator or arbitrators as the case requires. In such case, the third arbitrator shall be a national of a third State and shall act as President of the arbitral tribunal.
3. Each Party shall bear the costs of the arbitrator it has nominated as well as of its representation in the arbitral proceedings. The cost of the President and any other costs shall be borne in equal parts by the Parties.
4. The Parties shall comply with any decision given under paragraph (2) of this Article.

ARTICLE 22
Amendments

1. If either of the Parties considers it desirable to modify any provision of this Agreement, such modifications, if agreed between the Parties and if necessary after consultation in accordance with Article (20) of this Agreement, shall come into effect when confirmed by an exchange of notes, through the diplomatic channels.
2. If the amendment relates to the provisions of the Agreement other than those of the annexed schedules, the amendment shall be approved by each Party in accordance with its constitutional procedures.
3. If the amendment relates only to the provisions of the annexed schedules, it shall be agreed upon between the aeronautical authorities of both Parties.

ARTICLE 23

Registration with the International Civil Aviation Organization

This Agreement and any subsequent amendments thereto shall be registered with the International Civil Aviation Organization by the State where the signature of the Agreement will take place.

ARTICLE 24

Recognition of Certificates and Licences

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Party, and still in force, shall be recognized as valid by the other Party for the purpose of operating services provided for in this Agreement, provided that the requirements under which such certificates and licences were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention. Each Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals or rendered valid for them by the other Party or by any other State.
2. If the privileges or conditions of the licences or certificates referred to in paragraph (1) in this Article, issued by the Aeronautical Authorities of one Party to any person or designated airline or in respect of an aircraft operating the agreed services on the specified routes would permit a difference from the standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the Aeronautical Authorities of the other Party may request consultations in accordance with Article 20 of this Agreement with the Aeronautical Authorities of that Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement will constitute grounds for the application of Article 5 of this Agreement.

ARTICLE 25

Conformity with Multilateral Conventions

If a general multilateral air transport convention or agreement comes into force in respect of both Parties, this Agreement and its Annexes shall be deemed to be amended accordingly.

ARTICLE 26

Annexes

Annexes to this Agreement shall be deemed to be part of the Agreement and all references to it shall include reference to the Annexes except where otherwise expressly provided.

ARTICLE 27

Termination

Either Party may at any time give notice to the other Party of its decision to terminate this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Party, unless the notice to terminate is withdrawn by agreement

before the expiry of this period. In the absence of acknowledgement of receipt by the other Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 28
Entry into Force


This Agreement shall be approved according to the constitutional requirements in the country of each Party and shall come into force on the day of an exchange of diplomatic notes by the Parties.

In witness whereof, the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

Done at the Colombo, Sri Lanka day of December 6, 2017, in duplicate, in Arabic, Spanish and English languages, all texts being equally authentic. In case of divergent interpretation, the English text shall prevail.

For the Government of the
Dominican Republic

For the Government of the
State of Qatar



S. E Luis Ernesto Camilo



**S.E Mr. Abdulla Nasser Turkey
Al Subaey**

ANNEX

Route Schedule 1

1. Routes to be operated by the designated airline of the State of Qatar:

(1)	(2)	(3)	(4)
From	Intermediate Points	To	Beyond Points
Any Points in Qatar	Any Points	Any Points in the Dominican Republic	Any Points

2. The designated airline of the Government of the State of Qatar may, on all or any flights, omit calling at any of the points in columns (2) and (4) above, provided that the agreed services on these routes begin at a point in column (1).

Route Schedule 2

1. Routes to be operated by the designated airline of the Dominican Republic:

(1)	(2)	(3)	(4)
From	Intermediate Points	To	Beyond Points
Any Points in the Dominican Republic	Any Points	Any Points in Qatar	Any Points

2. The designated airline of the Government of the Dominican Republic may, on all or any flights, omit calling at any of the points in columns (2) and (4) above, provided that the agreed services on these routes begin at a point in column (1).