

MEMORANDUM OF UNDERSTANDING

Delegations representing the Aeronautical Authorities of the Republic of Finland ("Finland") and the Dominican Republic ("Dominican Republic"), met at Antalya, Turkey, on 21 October 2015 to review their bilateral aviation and air transport relations. The list of the members of the two Delegations is attached hereto as Attachment (1).

As a result of these discussions, which were held in a cordial and friendly atmosphere, the two Delegations have found mutual understanding on this non-legally binding text:

1. TEXT OF THE BILATERAL AIR SERVICES AGREEMENT

Both delegations discussed the draft text of the Air Services Agreement between Finland and Dominican Republic (hereinafter referred to as "the Agreement"). As a result of these discussions the delegations initialed the text of the Agreement in English language, attached in Attachment 2.

Both Delegations undertook to advise their respective Authorities to begin the internal legal procedure conducive to the signature, and completion of their respective constitutional/legal requirements, for the entry into force of the Agreement.

2. TRAFFIC RIGHTS AND CAPACITY

The designated airline(s) of one Party may, at any given time, exercise fifth freedom traffic rights to intermediate points and/or to beyond points. Such intermediate and beyond points may be freely chosen and altered by the airlines of the other Party and the airline will notify accordingly to the aeronautical authorities of the Parties.

Each Party will allow each designated airline to determine the frequency and capacity of the international air services it offers based upon commercial considerations in the marketplace.

3. ROUTE SCHEDULE

1. Routes which may be operated by the designated airlines of the Dominican Republic, in both directions:

Points of origin	Intermediate points	Points of Destination	Points beyond
Any points in the Dominican Republic	Any points	Any points in Finland	Any points

2. Routes which may be operated by the designated airlines of Finland, in both directions:

Points of origin	Intermediate points	Points of Destination	Points beyond
Any points in the Finland	Any points	Any points in the Dominican Republic	Any points

Operational Flexibility:

Each designated airline may, when operating an agreed service on a specified route, on any or all flights and at its option:

- a. Operate flights in either or both directions;
- b. Combine different flight numbers within one aircraft operation;
- c. Serve behind, intermediate, and beyond points and points in the territories of the Parties on the routes in any combination and in any order;
- d. Omit stops at any point or points;
- e. Transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes;
- f. Serve points behind any point or points in its territory with or without change of aircraft or flight number and hold out and advertise such services to the public as through services;
- g. Make stopovers at any points whether within or outside the territory of the other Party;
- h. Carry transit traffic through the other Party's territory; and
- i. Combine traffic on the same aircraft regardless of where such traffic originates;

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible, provided that the service serves a point in the territory of the Party designating the airline.

4. CODE SHARING

4.1 Any designated airline of one Party may, subject to the laws and regulations of the Party designating it, enter into co-operative marketing arrangements such as blocked-space or code sharing arrangements, with:

(a) An airline or airlines established in the territory of either Party, or

(b) An airline or airlines of a third Party. Should such third Party not authorize or allow comparable arrangements between the designated airlines of the other Party and other airlines on services to, from and via such third country, the Parties have the right not to accept such arrangements.

4.2 The above provisions are, however, subject to the condition that:

(a) operating airlines in such arrangements hold the appropriate traffic rights and

(b) all the airlines meet the requirements applied to such arrangements regarding information to customers and filing procedures

5. LEASING

The designated airlines of each Party will be entitled to provide the agreed services using aircraft with or without crew leased from any airline, including from third countries, provided that all participants in such arrangements meet the laws and regulations normally applied by the Parties to such arrangements.

6. DESIGNATION OF AIRLINES

6.1 Both Parties agreed to designate an airline or airlines for the purpose of operating the agreed services:

6.2 The Aeronautical Authority of Dominican Republic accepts Finnair as the designated airline(s) of Finland.

6.3 The Aeronautical Authority of the Dominican Republic will promptly inform the Aeronautical Authority of Finland on the designation of their(s) airline(s).

7. GROUND HANDLING

Each designated airline will have the right to provide their own ground handling services in the territory of the other Party or otherwise to contract these services out, in full or in part, at its option, with any of the suppliers authorized for the provision of such services. Where or as long as the laws and regulations applicable to ground handling in the territory of one Party prevent or limit either the freedom to contract these services out or self-handling, each designated airline will be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

8. CHARTER OPERATIONS

Each Party will, on a reciprocal basis, give to the airlines of the other Party without delay approval to conduct charter operations that are duly authorized by the other Party, in accordance with the legislation of each Party and the provisions of this MoU and the legislation of each Party business opportunities, laws and regulations, licenses and certificates, Aviation Security and Safety, which will be fully applicable to them.

9. COMING INTO EFFECT

This MoU will come into effect on the same day when the Bilateral Air Services Agreement between Finland and Dominican Republic enters into force. However, this MoU will be applied provisionally, within the scope of national law and regulations, as from the date of its signature until the day it comes into effect.

Done at Antalya, Turkey on 21 October 2015.

For the Delegation of
the Republic of Finland

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Matti Tupamaki
Head of Delegation

For the Delegation of
the Dominican Republic

A handwritten signature in black ink, appearing to be 'R. Jover A.', written over a horizontal dotted line.

Roger Jover A.
Head of Delegation

DELEGATION OF FINLAND

HEAD OF DELEGATION

Dr. Matti Tupamaki Deputy to Director General of Civil Aviation
Finnish Transport Safety Agency

DELEGATES

Ms. Paivi Jamsa Chief Negotiator, Air Services Negotiations
Finnish Transport Safety Agency

Ms. Maija Ahokas Ministerial Counsellor
Ministry of Transport and Communications
Finland

OBSERVERS

Ms. Hanna Lauren Director
Public Affairs
Finnair



DELEGATION OF DOMINICAN REPUBLIC

HEAD OF DELEGATION

Roger Jover A.

President
Civil Aviation Board

DELEGATES

Ambassador Carlos Vera

Permanent Representative of the Dominican Republic to the
Council of the International Civil Aviation Organization (ICAO)

Mr. José A. Pantaleón Taveras

Member of Civil Aviation Board

Ms. Bernarda Franco Candelario

Head of Air Transport Department
Civil Aviation Board



AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF FINLAND

AND

THE GOVERNMENT OF THE DOMINICAN REPUBLIC

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The Government of the Republic of Finland and the Government of the Dominican Republic (hereinafter referred to as the "Parties");

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

Desiring to promote their mutual relations in the field of civil aviation and to conclude an agreement for the purpose of establishing air services between and beyond their respective territories;

Desiring to promote an international aviation system based on competition among airlines in the marketplace with minimum government interference and regulation;

Desiring to facilitate the expansion of international air service opportunities;

Desiring to ensure the highest degree of safety and security in international air services and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air services and undermine public confidence in the safety of civil aviation;

Desiring to make it possible for airlines to offer the travelling and shipping public a variety of service options and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

Have agreed as follows:

Article 1
Definitions

For the purposes of this Agreement, unless otherwise stated, the term:

1. "Aeronautical Authorities" means, in the case of Finland, the Civil Aviation Authority, and in the case of the Dominican Republic, the Civil Aviation Board, and any person or body authorised to perform any functions at present exercised by the said aeronautical authorities or similar functions;
2. "Agreement" means this Agreement, its Annex, and any amendments to the Agreement or to the Annex;
3. "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes: any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by both Parties, and any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annexes or amendments is at any given time effective for both Parties;
4. "Designated airline" means an airline designated and authorised in accordance with Article 3 of this Agreement;

5. "Price" means any fare, rate or charge for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air service including surface transportation in connection with international air transportation, if applicable, charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;

6. "Air service", "international air service", "airline" and "stop for non-traffic purposes" have the meaning specified in Article-96 of the Convention;

7. "Territory", in relation to a State, means the land areas and territorial waters adjacent thereto and airspace above them, under the sovereignty of that State;

8. "User charges" means a charge imposed on airlines for the provision of airport, air navigation or aviation security facilities or services including related services and facilities; and

9. "EU Treaties" means the Treaty on European Union and the Treaty on the Functioning of the European Union.

Article 2 *Grant of Rights*

1. Each Party grants to the other Party the following rights in respect of 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 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(s) 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 Annex for the purpose of taking up and/or putting down international traffic in passengers, cargo and mail, separately or in combination.

The rights specified in paragraphs a) and b) of paragraph 1 above, will also be guaranteed to non-designated airlines of each Party.

3. Each designated airline may, when operating an agreed service on a specified route, on any or all flights and at its option:

- a. Operate flights in either or both directions;
- b. Combine different flight numbers within one aircraft operation;
- c. Serve behind, intermediate, and beyond points and points in the territories of the Parties on the routes in any combination and in any order;
- d. Omit stops at any point or points;
- e. Transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes;

- f. Serve points behind any point or points in its territory with or without change of aircraft or flight number and hold out and advertise such services to the public as through services;
- g. Make stopovers at any points whether within or outside the territory of the other Party;
- h. Carry transit traffic through the other Party's territory; and
- i. Combine traffic on the same aircraft regardless of where such traffic originates;

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement, provided that the service serves a point in the territory of the Party designating the airline.

4. On any segment or segments of the routes above, any designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated.

5. Nothing in this Agreement shall be deemed to confer on a designated airline of one Party the right of taking on, in the territory of the other Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Party.

Article 3

Designation and Authorisation

1. Each Party shall have the right to designate an airline or airlines for the purpose of operating the agreed services and to withdraw or alter such designations. Such designations shall be made in writing and transmitted to the other Party through diplomatic channels and shall identify the extent to which the airline is authorised to conduct the type of air transport specified in this Agreement.

2. On receipt of such a designation and of applications from the designated airline, in the form and manner prescribed for operating authorisations and technical permissions, the other Party shall grant the appropriate authorisations and permissions with minimum procedural delay, provided:

a) in the case of an airline designated by Finland:

(i) it is established in the territory of Finland 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 Certificate and the relevant aeronautical authority is clearly identified in the designation;

b) in the case of an airline designated by the Dominican Republic;

(i) it is established in the territory of the Dominican Republic and is licensed in accordance with the applicable law of the Dominican Republic, and

(ii) the Dominican Republic has and maintains effective regulatory control of the airline;

c) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Party considering the application or applications.

3. When an airline has been so designated and authorised it may begin at any time to operate the agreed services, provided the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Party receiving the designation.

Article 4

Revocation of Authorisation

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

a) in the case of an airline designated by Finland:

(i) it is not established in the territory of Finland 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 Certificate, or the relevant aeronautical authority is not clearly identified in the designation;

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

(i) it is not established in the territory of the Dominican Republic and is not licensed in accordance with the applicable law of the Dominican Republic; or

(ii) the Dominican Republic is not maintaining effective regulatory control of the airline; or

c) that airline has failed to comply with the laws and regulations referred to in Article 5 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/or regulations, such right shall be exercised only after consultations with the aeronautical authorities of the other Party. Such consultations shall begin within a period of fifteen (15) days from the date of a request for consultations or as otherwise agreed between the Parties.

Article 5

Application of Laws and Regulations

1. The laws and regulations of one Party governing entry into, or departure from its territory of aircraft engaged in international air services or to the operation and navigation of

such aircraft while within the said territory shall apply to the designated airline(s) of the other Party.

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

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

4. Neither Party shall give preference to its own or any other airline over a designated airline of the other Party engaged in similar international air services in the application of its immigration, customs, quarantine and similar regulations.

Article 6

Exemption from Taxes, Customs Duties and other Charges

1. Aircraft operated on international air services by a designated airline of one 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 from all taxes, customs duties, inspection fees and other similar charges on arriving in the territory of the other 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 taxes, 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 Party, within reasonable limits, for use on an outbound aircraft engaged in an international air service of a designated airline of the other Party;

b) spare parts, including engines, introduced into the territory of one Party for the maintenance or repair of aircraft engaged in an international air service of a designated airline of the other Party;

c) lubricants and consumable technical supplies introduced into or supplied in the territory of one Party for use in an international air service of a designated airline of the other Party, even when these supplies are to be used on the part of the journey performed over the territory of the first mentioned Party, in which territory they are taken on board.

d) airline documents, such as tickets and air waybills, as well as publicity and promotional material within reasonable limits, intended for use by a designated airline of one Party and introduced into the territory of the other Party.

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 Party, may be unloaded in the territory of the other Party only with the approval of the customs authorities of that 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. Baggage and cargo in direct transit across the territory of a Party shall be exempt from taxes, customs duties, fees and other similar charges not based on the cost of services on arrival or departure.

6. The exemptions provided by this Article shall also be available where the designated airlines of one Party have contracted with another airline, which similarly enjoys such exemptions from the other Party, for the loan or transfer in the territory of the other Party of the items specified in paragraphs 1 and 2 of this Article.

7. Nothing in this Agreement shall prevent Finland from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated air carrier of the Dominican Republic that operates between a point in the territory of Finland and another point in the territory of Finland or in the territory of another European Union Member State.

Article 7 *Capacity provisions*

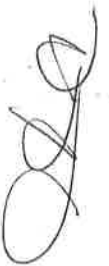
1. Each Party shall allow a fair and equal opportunity for the designated airlines of both Parties to compete in providing and selling the international air services covered by this Agreement.

2. Each Party shall allow each designated airline to determine the frequency and capacity of the international air services it offers based upon commercial considerations in the marketplace.

3. Neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by a designated airline of the other Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

4. Neither Party shall impose on the other Party's designated airlines a first-refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to capacity, frequency or traffic that would be inconsistent with the purposes of this Agreement.

5. Each Party may require the filing of traffic programmes and individual flights or operational plans by the designated airlines of the other Party. The administrative burden of filing requirements shall be minimized and all filings shall be dealt with promptly by the respective aeronautical authorities.



Article 8

Pricing

1. Each Party shall allow prices for air services to be decided by each designated airline based on commercial considerations in the marketplace. Intervention by the Parties shall be limited to:

- a) prevention of unreasonably discriminatory prices or practices;
- b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and
- c) protection of airlines from prices that are artificially low due to direct or indirect governmental subsidy or support.

2. Each Party may require notification to or filing with its aeronautical authorities of prices to be charged to or from its territory by a designated airline of the other Party. Notification or filing by the airlines of both Parties may be required no more than thirty (30) days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required. Neither Party shall require the notification or filing by a designated airline of the other Party of prices charged by charterers to the public, except as may be required on a non-discriminatory basis for information purposes.

3. Except as otherwise provided in this Article, neither Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by a designated airline of either Party for international air transportation.

4. If a Party believes that a price proposed to be charged by a designated airline of the other Party for international air transportation is inconsistent with considerations set forth in paragraph 1 of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than thirty (30) days after receipt of the request, and the Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. Without such mutual agreement to the contrary, the previously existing price shall continue in effect.

Article 9

Airline Representation and Sales

1. The designated airline(s) of each Party shall have the right to establish and maintain in the territory of the other 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 designated airlines of the Parties shall be free to sell air transport services on their own transportation documents in the territories of both Parties, either directly or through an agent, in local currency or in any freely convertible other currency. Each Party shall refrain from restricting the right of a designated airline of the other Party to sell, and of any person to



purchase such transportation.

3. Each Party shall grant to a designated airline of the other Party the right to convert and remit to the country of its choice on demand local revenues in excess of sums locally disbursed. Such transfers shall be permitted at the rate of exchange applicable to current transactions in effect at the time revenues are presented for conversion and remittance, and shall not, with the exception of normal banking charges and procedures and any rules normally applied to such transfers, be subject to any charge, limitation or delay.

Article 10
Ground handling

Each designated airline shall have the right to provide their own ground handling services in the territory of the other Party or otherwise to contract these services out, in full or in part, at its option, with any of the suppliers authorized for the provision of such services. Where or as long as the laws and regulations applicable to ground handling in the territory of one Party prevent or limit either the freedom to contract these services out or self-handling, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

Article 11
User Charges

1. Neither Party shall impose or permit to be imposed on the designated airlines of the other Party higher user charges, or other less favourable terms than they are imposing on their own airlines which operate similar international services.

2. User charges imposed by the competent bodies of each Party on the airlines of the other Party shall be just, reasonable and non-discriminatory.

3. Each Party shall encourage consultations between the competent authorities of its territory and the airlines that use its services and facilities on user charges.

Article 12
Flight Safety

1. Each Party may request consultations at any time concerning safety standards maintained by the other Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. 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 the areas mentioned in paragraph 1 that meet the standards established at that time pursuant to the Convention, the other Party shall be informed of such findings and of the steps considered necessary to conform with those ICAO standards. The other Party shall then take appropriate corrective action within an agreed time period.

3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Party, on service to or from the territory of the other

Party, may, while within the territory of the other Party be the subject of a search by the authorised representatives of the other Party, provided that this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the standards established at that time pursuant to the Convention.

4. When urgent action is essential to ensure the safety of an airline operation, each Party reserves the right to immediately suspend or vary the operating authorisation of an airline or airlines of the other Party.

5. Any action by one Party in accordance with paragraph 4 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

6. With reference to paragraph 2 above, if it is determined that a Party remains in non-compliance with the standards established at that time pursuant to the Convention when the agreed time period has lapsed, the Secretary General of the International Civil Aviation Organization should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

7. Where one Party has designated an airline whose regulatory control is exercised and maintained by a third State, the rights of the other Party under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that third State and in respect of the operating authorisation of that airline.

Article 13 *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 the generality of 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, and 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 Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991, and any other convention or protocol relating to civil aviation security which is 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, as a minimum, 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 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 or are established in the territory of Finland under the EU Treaties and have received an operating license in accordance with European Union law 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 shall be required to observe the aviation security provisions and requirements referred to in paragraph 3 above required by the other Party for entry into, departure from, or while within the territory of that other Party. For entry into, departure from, or while within the territory of Finland, operators of aircraft shall be required to observe aviation security provisions in conformity with European Union law. 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 sympathetic consideration to any request from the other 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 Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

6. When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Party may request immediate consultations with the aeronautical authorities of the other Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorisation and technical permissions of an airline or airlines designated by that Party. When required by an emergency, a Party may take interim action prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Party with the security provisions of this Article.

Article 14 *Intermodal Services*

Notwithstanding any other provision of this Agreement, designated airlines and indirect providers of cargo transportation of both Parties shall be permitted, without restriction, to employ in connection with international air services any surface transportation for cargo to or from any points in the territories of the 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. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. Airlines may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of cargo air services. Such 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 such transportation.



Article 15
Fair competition

Each 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 designated airline(s) of the other Party.

Article 16
Consultations and Settlement of Disputes

1. In a spirit of close co-operation the aeronautical authorities of either Party may at any time request consultations related to the implementation, interpretation, application and satisfactory compliance with the provisions of this Agreement or compliance with this Agreement. Such consultations shall begin within a period of sixty (60) days from the date of the receipt of such a request, unless otherwise agreed between the aeronautical authorities.

2. Any dispute which cannot be resolved by consultations, except those that may arise in relation to Article 12 (Safety) and Article 13 (Aviation Security) may, at the request of either Party be submitted to a mediator or a dispute settlement panel. Such a mediator or panel may be used for mediation, determination of the substance of the dispute or to recommend a remedy or resolution of the dispute.

3. The Parties shall agree in advance on the terms of reference of the mediator or of the panel, the guiding principles or criteria and the terms of access to the mediator or the panel. They shall also consider, if necessary, providing for an interim relief and the possibility for the participation of any Party that may be directly affected by the dispute, bearing in mind the objective and need for a simple, responsive and expeditious process.

4. A mediator or the members of a panel may be appointed from a roster of suitably qualified aviation experts maintained by the International Civil Aviation Organization (ICAO). The selection of the expert or experts shall be completed within fifteen (15) days of receipt of the request for submission to a mediator or to a panel. If the Parties fail to agree on the selection of an expert or experts, the selection may be referred to the President of the Council of ICAO. Any expert used for this mechanism should be adequately qualified in the general subject of the dispute.

5. A mediation should be completed within sixty (60) days of engagement of the mediator or the panel and any determination including, if applicable, any recommendation, should be rendered within sixty (60) days of engagement of the expert or experts. The Parties may agree in advance that the mediator or the panel may grant interim relief to the complainant, if requested, in which case a determination shall be made initially.

6. The Parties shall cooperate in good faith to advance the mediation and to implement the decision or determination of the mediator or the panel, unless they otherwise agree in advance to be bound by decision or determination. If the Parties agree in advance to request only a determination of the facts, they shall use those facts for resolution of the dispute.

7. The costs of this mechanism shall be estimated upon initiation and apportioned equally, but with the possibility of re-apportionment under the final decision.



8. The mechanism is without prejudice to the continuing use of the consultation process, the subsequent use of arbitration, or termination of the Agreement under Article 19.

9. When arbitration is chosen to be used, the arbitration will be performed by an Arbitral Tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each Contracting Party shall nominate an arbitrator within a period of sixty (60) days from the date of receipt of a notice by either Contracting Party from the other through diplomatic channels requesting arbitration of the dispute by such Tribunal and the third arbitrator shall be appointed within a further sixty (60) days. If either Contracting Party fails to nominate its 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 the arbitrator or arbitrators as the case requires. If the President of the Council of the International Civil Aviation Organization is a national of either Contracting Party, the Vice-President of the Council of the International Civil Aviation Organization, who is the national of a third state, may be asked to make the necessary appointments. In such a case, the third arbitrator shall be a national of a third state and shall act as President of the Arbitral Tribunal. 5-7 paragraphs shall also apply to arbitration.

Article 17
Amendments

1. If either of the Parties considers it desirable to modify any provision of this Agreement, it may request consultations with the other Party. Such consultations shall begin within a period of sixty (60) days from the date of the request, unless both Parties agree to an extension of this period. Any modification agreed in such consultations shall be approved by each Party in accordance with its legal procedures and shall enter into force on the first day of the second month after the Parties have notified each other through diplomatic channels that these procedures have been complied with.

2. Notwithstanding the provisions of paragraph 1 of this Article, amendments relating only to the Annex may be agreed upon between the aeronautical authorities of the Parties and shall become effective as agreed between them subject to their national laws and regulations.

Article 18
Multilateral Conventions

If any multilateral convention concerning air transportation enters into force in respect of both Parties, the provisions of such convention shall prevail. Consultations in accordance with Article 16 of this Agreement may be held with a view to determining the extent to which this Agreement is affected by the provisions of the said multilateral convention.

Article 19
Termination

1. Either Party may at any time give notice to the other Party of its decision to terminate this Agreement. Such notice shall simultaneously be communicated to the International Civil Aviation Organization.

2. In such case this Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Party unless the notice is withdrawn by agreement of the Parties prior to the expiry of such 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 20
Registration with ICAO

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

Article 21
Entry into force

This Agreement shall enter into force on the first day of the second month after the Parties have notified each other through diplomatic channels that the constitutional procedures necessary for the entry into force of this Agreement have been completed.

IN WITNESS WHEREOF the undersigned being duly authorized thereto by their respective Governments, have signed this Agreement in duplicate in the English language.

Done at _____ on _____ 201__, in four originals in the Finnish, Swedish, Spanish and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

For the Government of
the Republic of Finland

For the Government of
the Dominican Republic



ANNEX

**to the Air Services Agreement between the Government of the Republic of Finland
and the Government of the Dominican Republic**

1. Routes which may be operated by the designated airlines of the Dominican Republic, in both directions:

<u>Points of origin</u>	<u>Intermediate points</u>	<u>Points of Destination</u>	<u>Points beyond</u>
Any points in the Dominican Republic	Any points	Any points in Finland	Any points

The designated airline(s) of the Dominican Republic may, at any given time, exercise fifth freedom traffic rights to intermediate points and/or to beyond points. Such intermediate and beyond points may be freely chosen and altered by the airlines of the Dominican Republic and the airline shall notify accordingly to the aeronautical authorities of Finland.

2. Routes which may be operated by the designated airlines of Finland, in both directions:

<u>Points of origin</u>	<u>Intermediate points</u>	<u>Points of Destination</u>	<u>Points beyond</u>
Any points in Finland	Any points	Any points in the Dominican Republic	Any points

The designated airline(s) of Finland may, at any given time, exercise fifth freedom traffic rights to intermediate points and/or to beyond points. Such intermediate and beyond points may be freely chosen and altered by the airlines of Finland and the airline shall notify accordingly to the aeronautical authorities of Dominican Republic.

3. Any designated airline of one Party may subject to the laws and regulations of the Party designating it, enter into co-operative marketing arrangements such as blocked-space or code sharing arrangements, with:

- (a) An airline or airlines established in the territory of either Party, or
- (b) An airline or airlines of a third Party. Should such third Party not authorise or allow comparable arrangements between the designated airlines of the other Party and other airlines on services to, from and via such third country, the Parties have the right not to accept such arrangements.

The above provisions are, however, subject to the condition that:

- (a) operating airlines in such arrangements hold the appropriate traffic rights and
- (b) all the airlines meet the requirements applied to such arrangements regarding information to customers and filing procedures.



CHARTER OPERATIONS

Each Party shall, on a reciprocal basis, give to the airlines of the other Party without delay approval to conduct charter operations that are duly authorized by the other Party, in accordance with the legislation of each Party and the provisions of this Agreement on Charges to the airlines, business opportunities, laws and regulations, licenses and certificates, Aviation Security and Safety, which will be fully applicable to them.

STATISTICS

The aeronautical authorities of each Party shall, on request, provide or cause the designated airlines to provide periodic or other statements of statistics to determine the amount of traffic carried by the designated airlines on the agreed services

FILING OF FLIGHT SCHEDULES

1. A Party may require notification or filing of flight schedules of the designated airline(s) of each Party. Such notification or filing may be required not more than forty five (45) days prior to the operation of the agreed services. The same procedure shall be applied to any modification thereof.
2. A Party may require for supplementary flights, which the designated airline of the other Party wishes to operate on the agreed services outside the filed flight schedule, that the airline has to file them in accordance with the national laws and regulations of the Parties at least fifteen (15) days prior to the operation of those flights. The same procedure shall be applied to any modification thereof.

