

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

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THE GOVERNMENT OF THE REPUBLIC OF HUNGARY

AND

THE GOVERNMENT OF THE DOMINICAN REPUBLIC

(hereinafter referred to as the Contracting Parties)

BEING parties to the Convention on International Civil Aviation opened for signature at Chicago, on the 7th 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;

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

HAVE AGREED AS FOLLOWS:

ARTICLE 1

Definitions

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

- a) the term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on 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 the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted or ratified by both Contracting Parties;
- b) the term "Agreement" means this Agreement, the Annex attached thereto, and any modifications to the Agreement or to the Annex;
- c) the term "aeronautical authorities" means: in the case of the Republic of Hungary, the Ministry of Economy and Transport and, in the case of the Dominican Republic, the General Director of the Civil Aviation Authority or, in both cases, any other authority or person empowered to perform the functions now exercised by the said authorities;
- d) the terms "territory", "air service", "international air service", "Airline" and "stop for non-traffic purposes" have the meaning respectively assigned to them in Articles 2 and 96 of the Convention;
- e) the term "designated airline" means an airline which has been designated and authorized in accordance with Articles 3 and 4 of this Agreement;
- f) the term "agreed services" means scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers, cargo and mail, separately or in combination;
- g) the term "tariffs" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply but excluding remuneration and conditions for the carriage of mail;
- h) the terms "aircraft equipment", "ground equipment", "aircraft stores", "spare parts" have the meanings respectively assigned to them in Annex 9 of the Convention.

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 respective designated airlines:
 - a) to fly without landing across its territory;
 - b) to make stops in its territory for non-traffic purposes;
 - c) to make stops in its territory for the purpose of taking up and discharging, while operating the routes specified in the Annex, international traffic in passengers, cargo and mail, separately or in combination.
2. Nothing in paragraph 1 of this Article shall be deemed to confer on a designated airline of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

ARTICLE 3
Designation to operate services

1. Each Contracting Party shall have the right to designate, by diplomatic note, to the other Contracting Party, one or more airlines to operate the agreed services on the routes specified in the Annex for such a Contracting Party.
2. Each Contracting Party shall have the right to withdraw, by diplomatic note to the other Contracting Party, the designation of any airline and to designate another one.

ARTICLE 4
Authorization to operate services

1. Following receipt of a notice of designation by one Contracting Party pursuant to Article 3 of this Agreement, the aeronautical authorities of the other Contracting Party shall, consistent with its laws and regulations, grant without delay to the airline so designated the appropriate authorizations to operate the agreed services for which that airline has been designated.
2. Upon receipt of such authorizations the airline may begin at any time to

are established in accordance with the provisions of Article 12 of this Agreement.

ARTICLE 5
Revocation or suspension of operating 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, to revoke or suspend such authorization or impose conditions, temporarily or permanently;
 - a) in the event of failure by such airline 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 these authorities in conformity with the Convention;
 - b) in the event of failure by such airline to operate in accordance with the conditions prescribed under this Agreement;
 - c) in the event of failure by such airline to comply with the laws and regulations of that Contracting Party;
 - d) in the event that they are not satisfied that substantial ownership and effective control of the airline are vested in the Contracting Party designating the airline or in its nationals.
2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above, the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party in conformity with Article 16 of this Agreement.

ARTICLE 6
Application of laws and regulations

1. The laws and regulations of one Contracting Party relating to the admission to, remaining in, or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft shall be complied with by the designated airline of the other Contracting Party upon entrance into, departure from and while within the said territory.
2. The laws and regulations of one Contracting Party respecting entry, clearance, transit, immigration, passports, customs, currency, sanitary requirements and quarantine shall be complied with by the designated

airline of the other Contracting Party and by or on behalf of its aircraft engaged in international air navigation, crews, passengers, baggage, cargo and mail upon transit of, admission to, departure from and while within the territory of such Contracting Party.

Passengers, baggage and cargo in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall, except in relation to measures dealing with aviation security, be subject to no more than a simplified control.

3. Neither of the Contracting Parties shall give preference to its own or any other airline over an airline engaged in similar international air services of the other Contracting Party in the application of its regulations specified in paragraphs 1 and 2 of this Article or in the use of airports, airways, air traffic services and associated facilities under its control.

ARTICLE 7

Certificates, licences and safety

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services provided that such certificates or licences were issued or rendered valid pursuant to, and in conformity with, the standards established under the Convention.

Each Contracting 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 by the other Contracting Party.

2. If the certificates or licences referred to in paragraph 1 of this Article were issued or rendered valid according to requirements different from the standards established under the Convention, and if such difference has been filed with the International Civil Aviation Organization, the aeronautical authorities of the other Contracting Party may request consultations in accordance with Article 16 of this Agreement with a view to satisfying themselves that the requirements in question are acceptable to them.

Failure to reach a satisfactory agreement in matters regarding flight safety will constitute grounds for the application of Article 5 of this Agreement.

3. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days of that request.
4. If, following such consultations, one Contracting Party finds that the other

Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of Article 5 of this Agreement (revocation or suspension of operating authorization).✓

5. Notwithstanding the obligation mentioned in Article 33 of the Convention it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the airline or airlines of one Contracting Party on services to or from the territory of another Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.
6. 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 Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

7. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by or on behalf of the airline or airlines of one Contracting Party in accordance with paragraph 5 above is denied by the representative of that airline or airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 6 above arise and draw the conclusions referred in that paragraph.
8. Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party

immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access or ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

9. Any action by one Contracting Party in accordance with paragraph 4 or 8 above shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 8

Aviation Security

1. The Contracting Parties reaffirm that their obligation to protect, in their mutual relationship, the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.
2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of aircraft and other unlawful acts against the safety of passengers, crew, aircraft, airports and air navigation facilities and any other threat to aviation security.
3. The Contracting Parties shall act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970 and the Convention for the Suppression of Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971.
4. The Contracting 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 the Parties; they shall require that operators of aircraft of their registry or operators 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.
5. Each Contracting Party agrees to observe the security provisions required by the other Contracting Party for entry into the territory of that other Contracting Party and to take adequate measures to inspect passengers, crew, their carry-on items as well as cargo prior to boarding or loading. Each Contracting Party shall also give positive consideration to any request from the other Contracting Party for special security measures for its aircraft or passengers to meet a particular threat.
6. When an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of passengers, crew, aircraft, airports

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

7. Should a Contracting Party depart from the aviation security provisions of this Article, the aeronautical authorities of the other Contracting Party may request immediate consultations with the aeronautical authorities of that Party. Failure to reach a satisfactory agreement within thirty (30) days will constitute grounds for application of Article 5 of this Agreement.

ARTICLE 9 User charges

1. The charges imposed in the territory of one Contracting Party on the designated airline of the other Contracting Party for the use of airports and other aviation facilities by the aircraft of the designated airline of the other Contracting Party shall not be higher than those imposed on a national airline of the first Contracting Party engaged in similar international services.
2. Each Contracting Party shall
 - a) encourage consultations between its competent charging authorities and the designated airline using the facilities and services, where practicable, through the airlines' representative organizations and
 - b) encourage the charging authorities giving reasonable notice of any intended changes in user charges enabling the designated airline to express its views before changes are made.

ARTICLE 10 Customs duties, taxes and charges

1. Each Contracting Party shall exempt the designated airline of the other Contracting Party from import restrictions, customs duties, excise taxes, inspection fees and other national, regional or local taxes, duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, ground equipment, aircraft stores and other items intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline of such other Contracting Party operating the agreed services, as well as printed ticket stock, airway bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed without charge by that designated airline.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph 1 of this Article, whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption, provided such items are:
 - a) introduced into the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party, but not alienated in the territory of the said Contracting Party;
 - b) retained on board aircraft of the designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party;
 - c) taken on board aircraft of the designated airline of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services.
3. The regular airborne equipment, the ground equipment, as well as the materials and supplies normally retained on board the aircraft of the designated airline of either 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 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.
4. Baggage and cargo in direct transit shall be exempt from customs duties, taxes and charges.
5. The exemptions provided for by this Article shall also be available where the designated airline of one Contracting Party has contracted with another airline, which similarly enjoys such exemptions from the other Contracting Party, for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph 1 of this Article.

ARTICLE 11
Fair and equal opportunities

1. There shall be fair and equal opportunity for the designated airline of each Contracting Party to operate the agreed services between and beyond their respective territories on the routes specified in the Annex to this Agreement.
2. In operating the agreed services, the designated airline of each Contracting Party shall take into account the interest of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same route.
3. The agreed services provided by the designated airlines of the Contracting

Parties shall bear reasonable 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 meet the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territory of the Contracting Party which has designated the airline and the countries of intermediate points or of ultimate destination of the traffic.

4. Provision for the carriage of passengers, cargo and mail both taken up 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 principle that capacity shall be related to:
 - a) traffic demand to and from the territory of the Contracting Party which has designated the airline;
 - b) traffic demand of the area through which the airline passes after taking account of other transport services established by airlines of the States comprising the area;
 - c) the requirements of long-haul airline operation.
5. The designated airlines shall, not later than thirty (30) days prior to the date of operation of any agreed service, submit for approval their proposed schedules to the aeronautical authorities of both Contracting Parties.

This shall likewise apply to later changes. In special cases this time limit may be reduced, subject to the consent of the said authorities.

ARTICLE 12

Tariffs

1. The Contracting Parties shall allow that a tariff on one of the routes as specified in the Annex shall be established by each of the designated airlines.
2. The tariffs for carriage on agreed services to and from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service, the interest of users and, where it is deemed suitable, the tariffs of other airlines over all or part of the same route.
3. The tariffs shall be submitted to and received by the aeronautical authorities of the Contracting Parties at least forty-five (45) days before the proposed date of their introduction; in special cases, a shorter period may be accepted by the aeronautical authorities.

If within thirty (30) days from the date of receipt, the aeronautical authorities of one Contracting Party have not notified the aeronautical authorities of the other Contracting Party that they are dissatisfied with the tariff submitted to them, such tariff shall be considered to be acceptable and shall come into effect on the date stated in the proposed tariff.

In the event that a shorter period for the submission of a tariff is accepted by the aeronautical authorities, they may also agree that the period for giving notice of dissatisfaction be less than thirty (30) days.

4. If a notice of dissatisfaction has been filed in accordance with paragraph 3 of this Article, the aeronautical authorities of the Contracting Parties shall hold consultations in accordance with Article 16 of this Agreement and endeavour to determine the tariff by agreement between themselves.
5. If the aeronautical authorities cannot agree on any tariff submitted to them under paragraph 3 of this Article or on the determination of any tariff under paragraph 4 of this Article, the dispute shall be settled in accordance with the provisions of Article 17 of this Agreement.
6. If the aeronautical authorities of one of the Contracting Parties become dissatisfied with an established tariff, they shall so notify the aeronautical authorities of the other Contracting Party and the designated airlines shall attempt, where required, to reach an agreement.

If within the period of ninety (90) days from the date of receipt of a notice of dissatisfaction, a new tariff cannot be established, the procedures as set out in paragraphs 4 and 5 of this Article shall apply.

7. When tariffs have been established in accordance with the provisions of this Article, those tariffs shall remain in force until new tariffs have been established in accordance with the provisions of this Article or Article 17 of this Agreement.
8. No tariff shall come into force if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the provision of paragraph 4 of Article 17 of this Agreement.
9. The aeronautical authorities of both Contracting Parties shall endeavour to ensure that the tariffs charged and collected conform to the tariffs approved by them.

ARTICLE 13 **Staff requirements**

1. The designated airline of one Contracting Party shall be allowed on the

basis of reciprocity, to maintain in the territory of the other Contracting Party its 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, be satisfied by its own personnel of any nationality 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. Consistent with such law and regulations, each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary work permits, employment visas or other similar documents to the representatives and staff referred to in paragraph 1 of this Article.

ARTICLE 14 **Sales and revenues**

1. Each designated airline shall be granted the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, at its discretion, through its agents. Each designated airline shall have the right to sell transportation and any person shall be free to purchase such transportation in the currency of that territory or in any freely convertible currency in accordance with national laws and regulations.
2. Each Contracting Party grants to the designated airline of the other Contracting Party the right of free transfer of the excess of receipts over expenditures earned by the designated airline in its territory. Such transfers shall be effected on the basis of the official exchange rates for current payments, or where there are no official exchange rates, at the prevailing foreign exchange market rates for current payments, applicable on the day of the introduction of the request for transfer by the airline designated by the other Contracting Party and shall not be subject to any charges except normal service charges collected by banks for such transactions.

ARTICLE 15 **Exchange of information**

1. Each Contracting Party shall cause its designated airline to provide to the aeronautical authorities of the other Contracting Party, as long in advance as practicable, copies of tariffs, schedules, including any modification

thereof, and all other relevant information concerning the operation of the agreed services, including information about the capacity provided on each of the specified routes and any further information as may be required to satisfy the aeronautical authorities of the other Contracting Party that the requirements of this Agreement are being duly observed.

2. Each Contracting Party shall cause its designated airline to provide to the aeronautical authorities of the other Contracting Party statistics relating to the traffic carried on the agreed services showing the points of embarkation and disembarkation.

ARTICLE 16 Consultations

1. The aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring close co-operation in all matters affecting the implementation of, and satisfactory compliance with, the provisions of this Agreement and of its Annex.
2. Such consultations shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise agreed by the Contracting Parties.

ARTICLE 17 Settlement of disputes

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation.
2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body, or either Contracting Party may submit the dispute for decision to a Tribunal of three arbitrators.
3. The arbitral tribunal shall be constituted as follows:

Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt, by one Contracting Party, through diplomatic channels, of a request for arbitration from the other Contracting Party. These two arbitrators shall by agreement appoint a third arbitrator within a further period of sixty (60) days.

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. If either 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.

4. The arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure.
5. The Contracting Parties undertake to comply with any decision or award given under paragraphs 2 and 3 of this Article.

If either Contracting Party fails to comply with such decision, the other Contracting Party shall have grounds for the application of Article 5 of this Agreement.

6. Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Contracting Parties.

ARTICLE 18 **Amendment of the Agreement**

1. If either of the Contracting Parties considers it desirable to amend any provision of this Agreement, it may request consultations with the other Contracting Party. Such consultations, which may be between the aeronautical authorities through discussion or by correspondence, shall begin within a period of sixty (60) days from the date of the request. Any amendment agreed pursuant to such consultations shall come into force when it has been confirmed by an Exchange of Notes.
2. Amendments to the Annex of this Agreement may be agreed between the aeronautical authorities of the Contracting Parties. They may be applied provisionally from the date mutually established by the aeronautical authorities and enter into force when confirmed by the Contracting Parties through an Exchange of Notes.
3. If a general multilateral air convention comes into force in respect of both Contracting Parties, the provisions of such convention shall prevail. Consultations in accordance with paragraph 1 of this Article may be held with a view to determining the extent to which this Agreement is affected by the provisions of the multilateral convention.

ARTICLE 19

Termination

1. Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organization.
2. The 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 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 20 Registration

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

ARTICLE 21
Entry into force

Each of the Contracting Parties shall notify the other Contracting Party through the diplomatic channel of the completion of its constitutional formalities required to bring this Agreement into effect. The Agreement shall come into force on the first day of the month from the date of the last notification.

IN WITNESS WHEREOF THE UNDERSIGNED, being duly authorised thereto by their respective Governments, have signed the present Agreement.

DONE IN DUPLICATE AT, on this day of, in the Hungarian, Spanish and English languages, each version being equally authentic. In case of any divergence of interpretation of this Agreement, the English text shall prevail.

**FOR THE GOVERNMENT OF
THE REPUBLIC OF HUNGARY**

**FOR THE GOVERNMENT OF
THE DOMINICAN REPUBLIC**

Annex

SCHEDULE OF ROUTES

1. Routes to be operated by the designated airline or airlines of the Republic of Hungary

| | | | |
|---------------------|---------------------|----------------------------------|---------------|
| Points of departure | Intermediate points | Points in the Dominican Republic | Points beyond |
| Points in Hungary | Any points | Points in the Dominican Republic | Any points |

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

| | | | |
|----------------------------------|---------------------|-------------------|---------------|
| Points of departure | Intermediate points | Points in Hungary | Points beyond |
| Points in the Dominican Republic | Any points | Points in Hungary | Any points |

Notes:

1. Any point or points on the agreed routes may be omitted by the designated airlines of both Contracting Parties or may be operated in a different order on any or all flights, provided that the point of departure or arrival is in the country of their nationality.
2. The exercise of fifth freedom traffic rights by the designated airlines of the Contracting Parties on the intermediate points and points beyond is subject to the approval of the aeronautical authorities of both Contracting Parties.
3. The designated airlines of the Contracting Parties have the right to operate services without the fifth freedom traffic right via any intermediate points on the routes specified in paragraphs 1 and 2 in the Route Schedule of this

Annex.

4. Each designated airline may, subject to applicable laws and regulations, enter into codesharing arrangements with any airline or airlines, provided that:
 - (a) each flight forming part of a service to which the arrangements apply is operated by an airline entitled to operate that flight;
 - (b) no service is held out:
 - (i) by an airline designated by one Contracting Party between a point in the territory of the other Contracting Party and a point in a third State, or between two points in the territory of the other Contracting Party, or
 - (ii) by an airline not designated by either Contracting Party, between any two points,
unless that airline is entitled to operate and carry traffic between those two points in its own right; and
 - (c) respect of each ticket sold, the purchaser is informed at the point of sale which airline will operate each flight forming part of the service.

LIST OF PARTICIPANTS

Delegation of the Dominican Republic

| | |
|-----------------------|--|
| Carlos Alvarez Guzmán | Director General Civil Aviation Authority |
| Odalís Cruz Ventura | Deputy Director General Civil Aviation Authority |
| Hugo Molina Rolán | Assistant to the Director General |
| Román Caamaño | Secretary of the Aviation Board |

Hungarian delegation

| | |
|---------------------|--|
| Mr. Ödön SKONDA | head of delegation Deputy Director General for Civil Aviation, Ministry of Economy and Transport |
| Ms. Andrea KOVÁCS | Deputy Director General for EU Co-ordination and International Transport |
| Ms. Ildikó SZAKMÁRY | MALÉV Hungarian Airlines (industrial observer) |