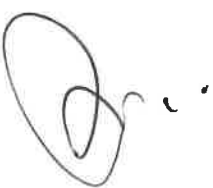


**AGREEMENT BETWEEN  
THE GOVERNMENT OF  
DOMINICAN REPUBLIC  
AND THE  
GOVERNMENT OF JAMAICA  
CONCERNING  
AIR SERVICES**

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## PREAMBLE

The Government of Jamaica and the Government of Dominican Republic of 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 conclude an Agreement supplementary to the said Convention for the purpose of establishing air services between 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;

Recognising that efficient and competitive international air services enhance trade, the welfare of consumers and economic growth;

Recognizing the disparity in the stages of development and competitive strength of air carriers; and

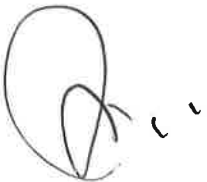
Desiring to ensure the highest degree of safety and security in international air services and reaffirming their grave concern about acts or threats against the security of aircraft which jeopardise the safety of persons or property, adversely affect the operation of air services and undermine public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

Have agreed as follows:



**ARTICLE 1**  
**Definitions**

- (1) For the purpose of this Agreement, unless otherwise stated, the term(s) -
- (a) "**Aeronautical Authorities**" means, in the case of Jamaica, the Minister responsible for Civil Aviation or the Jamaica Civil Aviation Authority or any person or agency authorised to perform the functions exercisable by those authorities, and, in the case of Dominican Republic, the Civil Aviation Board.
- (b) "**agreed services**" means a schedule of international air services on the routes specified in the Annex to this Agreement;
- (c) "**this Agreement**" includes the Annex hereto and any amendments to it or to this Agreement;
- (d) "**air service**", "**international air service**", "**airline**" and "**stop for non-traffic purposes**" have the meanings respectively assigned to them in Article 96 of the Chicago Convention;
- (e) "**Caribbean Community (CARICOM)**" means the Community of States established under Article 2 of the Revised Treaty of Chaguaramas establishing the Caribbean Community including the Caribbean Single Market and Economy and the term "**Member State of the Caribbean Community**" shall refer to any of the States listed in Annex II to this Agreement;
- (f) "**the Convention**" and "**Chicago Convention**" mean 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 Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have become effective for or been ratified by both Parties;
- (g) "**designated airline**" means an airline which has been designated and authorised in accordance with Article 4 of this Agreement;
- (h) "**specified routes**" means a route specified in the Annex to this Agreement;
- (i) "**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 or conditions for the carriage of mail.
- (j) "**territory**", in relation to a State, means the land areas and territorial waters adjacent airspace above them, under the sovereignty of that State;
- (k) "**user charges**" means a charge imposed on airlines by any competent authority or permitted by that authority to be made for the provision of airport property or facilities or of air navigation facilities



(including facilities for over flight), or related services and facilities, for aircraft, their crews, passengers and cargo.

(l) "**capacity**" is the amount(s) of services provided under the agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo offered in a market (city pair, or country-to-country) or on a route during a specific period, such as daily, weekly, seasonally or annually;

(m) "**air transportation**" means the public carriage by aircraft of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;

(n) "**international air transportation**" means air transportation in which the passengers, baggage, cargo and mail which are taken on board in the territory of one State are destined to another State

(o) "**intermodal air transportation**" means the public carriage by aircraft and by one or more surface modes of transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;

(p) "**ICAO**" means the International Civil Aviation Organization

(2) All references to the words in singular shall be construed to include the plural and all reference to the plural shall be construed to include the singular as the context requires.

## ARTICLE 2 Applicability of the Chicago Convention

The provisions of this Agreement shall be subject to the provisions of the Chicago Convention insofar 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 for the conduct of international air service by the designated airlines of the other Party:
- (a) to fly without landing across the territory of the other Party;
  - (b) to make stops in the said territory for non-traffic purposes; and
  - (c) the rights otherwise specified in this Agreement.
- (2) Each Party also grants the rights specified in subparagraphs (1)(a) and (b) to the other Party for airlines not designated under Article 4 (Designation and Authorisation of Airlines).
- (3) Nothing in paragraph (1) of this Article shall be deemed to confer on the designated airlines of either Party the privilege of taking up, in the territory of the other Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of the other Party.
- (4) If, because of armed conflict, political disturbances or developments, or special and unusual circumstances, a designated airline of one Party is unable to operate an agreed service on its specified route, the other Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of routes.

**ARTICLE 4**  
**Designation and Authorisation of Airlines**

(1) Each Party shall have the right to designate an airline or airlines for the purpose of operating the agreed services in accordance with this Agreement and may withdraw or alter such designations. Such designation or alterations shall be transmitted in writing to the other Party through diplomatic channels.

(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, subject to the provisions of paragraphs (3) and (4) of this Article, without undue delay grant to the airline or airlines designated, the appropriate operating authorisations.

(3) The Aeronautical Authorities of one Party may require an airline designated by the other Party to satisfy those authorities that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by those authorities, and in conformity with the provisions of the Chicago Convention.

(4) Each Contracting Party may refuse to grant the operating authorisations referred to in paragraph (2) of this Article or impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 3(1)(c) of this Agreement, in any case where the said Party is not satisfied that:

(i) the other Party has and maintains effective regulatory control of the airline and that the airline has its principal place of business in the territory of the said Party, or,

(ii) it is established in the territory of Jamaica and has received a valid operating licence from a Member State of the Caribbean Community (CARICOM) and effective regulatory control of the airline is exercised and maintained by the Member State of the Caribbean Community responsible for issuing its Air Operator's Certificate and the relevant authority is clearly identified in the designation, and, the airline is owned and shall continue to be owned directly or through majority ownership and it is effectively controlled by Member States of the Caribbean Community and/or by nationals of such States, provided that the CARICOM Member State has a bilateral Air Services Agreement with the Dominican Republic

(5) When an airline has been so designated and authorised, it may begin to operate the agreed services, provided that the airline complies with the applicable provisions of this Agreement and with the laws of each of the Parties.



**ARTICLE 5**  
**Revocation or Suspension of Operating Authorisations**

(1) Each Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 3 (Grant of Rights) 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:

(i) the Party maintains effective regulatory control of that airline and the airline has its principal place of business in the territory of said Party; or

[(ii) it is established in the territory of Jamaica and has received a valid operating licence from a Member State of the Caribbean Community and effective regulatory control of the airline is exercised and maintained by the Member State of the Caribbean Community responsible for issuing its Air Operator's Certificate and the relevant authority is clearly identified in the designation, and, the airline is owned and shall continue to be owned directly or through majority ownership and it is effectively controlled by Member States of the Caribbean Community and/or by nationals of such States or the CARICOM Member State does not have a bilateral Air Services Agreement with the Dominican Republic;]

(b) in the case of failure by that airline to comply with the laws or regulations in force in the territory 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 infringements of laws or regulations, such right shall be exercised only after consultation with the Aeronautical Authorities of the other Party in accordance with Article 21 (Consultations).



**ARTICLE 6**  
**Applicable Laws**

(1) The laws and regulations of one 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 while within its territory, shall be applied to the aircraft of the airline or airlines designated by the other Party as they are applied to its own and shall be complied with by such aircraft upon entrance into or departure from and while within the territory of the first Party.

(2) The laws and regulations of one Party relating to the admission to or departure from its territory of passengers, crew, mail or cargo on aircraft, including laws and regulations relating to entry, clearance, immigration, emigration, transit, aviation security, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew, mail or cargo of the designated airline or airlines of the other Party upon entrance into, transit of or departure from and while within the territory of the first Party.

**ARTICLE 7**  
**Recognition of Certificates and Licences**

Each Party shall recognise as valid, for the purpose of operating the agreed services provided for in the present Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards that may be established pursuant to the Convention. Each Party may, however, refuse to recognise as valid for the purpose of flights above or landing within its own territory, certificates of competency and licences granted to or validated for its own nationals by the other Party or by a third country.



**ARTICLE 8**  
**Safety**

(1) Each Party may request consultations at any time concerning safety standards in any area relating to aeronautical facilities and services, aircrews, aircraft or their operation adopted by the other Party. Such consultations shall take place within thirty (30) days of receipt 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 Chicago Convention, the first Party shall notify the other contracting party of those findings and the steps considered necessary to conform with those minimum standards, and the 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 (Revocation or Suspension of Operating Authorisations).

(3) Notwithstanding the obligations mentioned in Article 33 of the Chicago Convention and in accordance with Article 16 of said Chicago Convention it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the designated airline or airlines 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 authorised 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 Chicago 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 Chicago Convention;

the Party carrying out the inspection shall, for the purposes of Article 33 of the Chicago 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 Chicago Convention.

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



(6) Each Party reserves the right to suspend or vary the operating authorisation of an airline or airlines of the other Party immediately in the event the first Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

(7) Any action by one Party in accordance with paragraphs (2) or (6) of this Article shall be discontinued once the basis for the taking of that action ceases to exist.



**ARTICLE 9**  
**Aviation Security**

(1) The assurance of safety for civil aircraft, their passengers and crew being a fundamental precondition for the operation of international air services, the Parties reaffirm that their obligations to each other to provide for the security of civil aviation against acts of unlawful interference (and in particular their obligations under the Chicago Convention, 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 Convention on the Marking of Plastic Explosives for the Purpose of Detection signed at Montreal on 1 March 1991 and any other agreement governing civil aviation security binding upon both Parties) form an integral part of this Agreement.

(2) The Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other acts of unlawful interference 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 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 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) of this Article required by the other Party for entry into, departure from or while within, the territory of that other Party. 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, mail and aircraft stores prior to and during boarding or loading. Each Party shall also give sympathetic and prompt 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 acts of unlawful interference 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

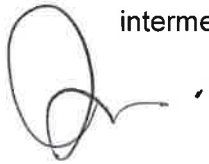
satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorisation and technical permissions of the airlines of that Party. When required by an emergency, a Party may take interim action prior to the expiry of fifteen (15) days.

#### **ARTICLE 10 Fair Competition**

- (1) There shall be fair and equal opportunity for the designated airlines of both Parties to compete in operating the agreed services.
- (2) In operating the agreed services, the airline or airlines of each Party shall take into account the interests of the airline or airlines of the other Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.
- (3) Neither Party shall allow its designated airline or airlines, neither in conjunction with any other airline or airlines or separately, to abuse market power in a way which has or is likely or intended to have the effect of severely weakening a competitor or excluding a competitor from a route.
- (4) Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the airlines of the other Party.

#### **ARTICLE 11 Capacity**

- (1) Each Party shall allow each designated airline to determine the frequency and capacity of the international air transport it offers, according to commercial and market-based considerations.
- (2) Neither Party shall unilaterally restrict the operations of the designated airlines of the other, except according to the terms of this Agreement or as may be required for customs, technical, operational or environmental reasons, under uniform conditions consistent with Article 15 of the Convention.
- (3) No Party shall require the filing of schedules by the designated airlines of the other Party for approval, except as may be required on a non-discriminatory basis to enforce uniform conditions as foreseen in paragraph (2) of this Article. If a Party requires filings for information purposes it shall minimize the administrative burdens of filing requirements and procedures on air transport intermediaries and on designated airlines of the other Party



**ARTICLE 12**  
**Tariffs**

(1) The tariffs to be applied by the designated airline or airlines of a Party for services covered by this Agreement shall be established at reasonable levels, due regard being paid to all relevant factors including interest of users, cost of operations, characteristics of service, reasonable profit and other commercial considerations in the market place.

(2) Each Party may require notification to or filing with its Aeronautical Authorities of tariffs to be charged to or from its territory by airlines of the other Party. Such notification or filing by the airlines of both Parties may be required to be made no later than the initial offering of a price, regardless of the form, electronic or other, in which the price is offered.

(3) Without prejudice to the applicable competition and consumer protection laws prevailing in each Party, neither Party shall take unilateral action to prevent the commencement or continuation of tariff proposed to be charged or charged by a designated airline of the other Party in connection with the international air services provided for under this Agreement. Intervention, as described in paragraph (4) below, 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.
- c) protection of airlines from prices that are artificially low due to director indirect subsidy or support;
- d) protection of airlines from prices that are artificially low, where evidence exists as to an intent to eliminate competition.

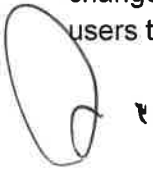
(4) Each Party may request consultations regarding any tariff of an airline of each Party for services covered by this Agreement, including where the tariff concerned has been subject to a notice of dissatisfaction. Such consultations shall be held not later than thirty (30) days after receipt of the request. The Parties shall cooperate in securing information necessary for reasoned resolution of the issues. If the Parties reach agreement with respect to a tariff for which notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect but if no agreement is reached the tariff in question shall go into, or continue in effect.

(5) The Aeronautical Authorities of each Party may request consultations with the Aeronautical Authorities of the other Party on any tariff charged or proposed to be charged by any designated airline(s) of the other Party for international air services to or from the territory of the first Party, including tariffs for which a notice of dissatisfaction has been given. These consultations shall be held no later than fifteen (15) days after receipt of the request. The Aeronautical Authorities of both Parties shall cooperate in securing the necessary information for a reasoned resolution of the issue. If an agreement is reached with respect to a tariff for which a notice of dissatisfaction has been given, the Aeronautical Authorities of each Party shall use their best efforts to put that agreement into effect. If such mutual agreement is not reached, the tariff shall go into effect or continue in effect.]

**ARTICLE 13**  
**User Charges**

(1) Neither Party shall impose or permit to be imposed by its competent charging authorities on the designated airline or airlines of the other Party user charges higher than those imposed on its own airlines operating similar international air services.

(2) Each Party shall encourage consultation on user charges between their competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable, through those airlines' representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.



**ARTICLE 14**  
**Exemption from Customs Duties and Other Charges**

(1) Aircraft operated in international air services by the designated airline or airlines of either Party shall be relieved from all customs duties, national excise taxes and similar national fees, on the following items set out below:

(a) the following items introduced by a designated airline of one Party into the territory of the other Party:

- (i) repair, maintenance and servicing equipment and component parts;
- (ii) passenger handling equipment and component parts;
- (iii) cargo-loading equipment and component parts;
- (iv) security equipment including component parts for incorporation into security equipment;
- (v) instructional material and training aids;
- (vi) airline and operators' documents; and

(b) the following items introduced by a designated airline of one Party into the territory of the other Party or supplied to a designated airline of one Party in the territory of the other Party:

- (i) aircraft stores (including but not limited to such items as food, beverages and tobacco) whether introduced into or taken on board in the territory of the other Contracting Party;
- (ii) lubricants and consumable technical supplies;
- (iii) spare parts including engines; and
- (iv) fuel on a non-discriminatory basis as applied to all airlines of ICAO Contracting States.

(c) computer equipment and component parts introduced by a designated airline of one Party into the territory of the other Party to assist in one or more of the following matters:

- (i) the repair, maintenance or servicing of aircraft;
- (ii) the handling of passengers at the airport or on board aircraft;
- (iii) the loading of cargo onto or the unloading of cargo from aircraft;
- (iv) the carrying out of security checks on passengers or cargo;

provided in each case that they are for use on board an aircraft or within the limits of an international airport in connection with the establishment or maintenance of an international air service by the designated airline concerned.

(2) The relief from customs duties, national excise taxes and similar national fees shall not extend to charges based on the cost of services provided to the designated airline or airlines of a Party in the territory of the other Party.

(3) Equipment and supplies referred to in paragraphs (1) and (4) of this Article may be required to be kept under the supervision or control of the appropriate authorities.



(4) The reliefs provided for by this Article shall also be available in situations where the designated airline or airlines of one Party have entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Party of the items specified in paragraph (1) of this Article, provided such other airline or airlines similarly enjoy such reliefs from such other Party.

**ARTICLE 15**  
**Transfer of Earnings**

(1) Subject to the applicable laws and regulations, each designated airline may on demand, convert and remit to its country, or any other country, local revenues in excess of those sums locally disbursed in connection with the carriage of passengers, mail and cargo. Prompt conversion and remittance shall be permitted, without restriction, at the rate of exchange applicable to current transactions which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges, except those normally made by banks or other financial institutions for carrying out such conversion and remittance.

**ARTICLE 16**  
**Direct Transit**

Passengers, baggage and cargo in direct transit through the territory of any Party and not leaving the area of the airport reserved for such purpose shall not undergo any examination except for reasons of aviation security, narcotics control, prevention of illegal entry or in special circumstances.

**ARTICLE 17**  
**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 airlines 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 18**  
**Commercial Opportunities**

(1) On the basis of reciprocity, the designated airline or airlines of one Party shall be entitled, in accordance with the laws and regulations relating to entry, residence and employment of the other Party, to bring in and maintain in the territory of the other Party those of their own managerial, technical, operational and other specialist staff who are required for the provision of air services.

(2) The designated airlines of each Party shall have the right to engage in the sale of air transportation in the area of the other Party, either directly or through agents appointed by the designated airline. The designated airlines of each Party shall have the right to sell and any person shall be free to purchase, such transportation in freely convertible currency or in local currency.

(3) The designated airlines of each Party shall have the right to use the services and personnel of any other organisation, company or airline operating in the territory of the other Party.

(4) The designated airline or airlines of each Contracting Party shall have the right to establish offices in the territory of the other Party for the promotion and sale of international air services.



**ARTICLE 19**  
**Cooperative Arrangements**

(1) In operating or holding out the agreed services, the designated airline or airlines of one Party may enter into cooperative marketing arrangements such as joint venture, blocked-space or code-sharing arrangements with:

- (a) any airline or airlines of either Party;
- (b) an airline or airlines of a third country; and
- (c) a surface transportation provider of any country,

provided that all airlines in such arrangements

- (i) hold the appropriate authority; and
- (ii) meet the requirements normally applied to such arrangements.

(2) The Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to code-shared flights operating to or from their territory and that, as a minimum, passengers are informed at the point of sale, or in any case before boarding which, transport providers will operate each sector of the service and also be provided with the necessary information in the following ways:

- (a) Orally and, if possible, in writing at the time of booking;
- (b) In written form, on the ticket itself and/or (if not possible), on the itinerary document accompanying the ticket or any other document replacing the ticket, such as a written confirmation, including information on whom to contact in case of a problem and a clear indication of which airline is responsible in case of damage or accident; and
- (c) Orally again, by the airline's ground staff at all stages of the journey.

(3) The airlines are required to file for approval any proposed cooperative arrangement with the Aeronautical Authorities of both Parties before its proposed introduction.

(4) Notwithstanding any other provision of this Agreement, airlines and indirect providers of cargo transportation of both Parties shall be permitted, without restriction, to employ in connection with international air 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 transportation. 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 20**  
**Ground Handling Provisions**

(1) Subject to the applicable safety provisions, including the standards and recommended practices (SARPs) contained in the relevant ICAO Annex, each Party shall permit the designated airlines of the other Party, at the option of each airline, to:

- a) carry out their own ground handling services;
- b) provide services to one or more airlines;
- c) join with others to create an entity providing services, and
- d) select among service providers are in competition.

(2) When the internal regulations of a Party may limit or prevent the exercise of the rights mentioned above, each designated airline shall be treated in a non-discriminatory manner with regard to ground handling services offered by a provider or duly authorized providers.

(3) The exercise of the rights provided for in paragraph 1 of this Article shall be subject to physical or operational constraints resulting from considerations of safety and aviation security at the airport. Any limitation is applied uniformly and on terms no less favorable than the most favorable offered on any airline to provide similar international air services by the time constraints imposed.

**ARTICLE 21**  
**Consultations**

(1) In a spirit of close cooperation, 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 Annex annexed hereto and shall consult when necessary to provide for modification thereof.

(2) Either Contracting Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than thirty (30) days from the date the other Party receives the request unless otherwise agreed.



**ARTICLE 22**  
**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 try to settle that dispute through consultations.
- (2) If the Parties do not reach an agreement through consultation and negotiation between the aeronautical authorities, they shall try to resolve the dispute through diplomatic channels.
- (2) If the Parties fail to reach a settlement of the dispute, it may be referred by them to such person or body as they may agree on or, at the request of either Party, shall be submitted for decision to a tribunal of three arbitrators which shall be constituted in the following manner:
- (a) Within thirty (30) days after receipt of a request for arbitration, each Party shall appoint one arbitrator. A national of third State, who shall act as President of the tribunal, shall be appointed as the third arbitrator by agreement between the two arbitrators, within sixty (60) days of the appointment of the second;
  - (b) If within the time limits specified above any appointment has not been made, either Party may request the President of the Council of the International Civil Aviation Organisation to make the necessary appointment within thirty (30) days. If the President has the nationality of one of the Parties, the most senior Vice-President who is not disqualified on that ground shall make the appointment.
- (3) Except as hereinafter provided in this Article or as otherwise agreed by the Parties, the tribunal shall determine the limits of its jurisdiction and establish its own procedure. At the direction of the tribunal, or at the request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than thirty (30) days after the tribunal is fully constituted.
- (4) Except as otherwise agreed by the Parties or prescribed by the tribunal, each Party shall submit a memorandum within forty-five (45) days after the tribunal is fully constituted. Each Party may submit a reply within sixty (60) days of submission of the other Party's memorandum. The tribunal shall hold a hearing at the request of either Party, or at its discretion, within thirty (30) days after replies are due.
- (5) The tribunal shall attempt to give a written decision within thirty (30) days after completion of the hearing or, if no hearing is held, thirty (30) days after the date both replies are submitted. The decision shall be taken by a majority vote.
- (6) The Parties may submit requests for clarification of the decision within fifteen (15) days after it is received and such clarification shall be issued within fifteen (15) days of such request.
- (7) The costs of the arbitration and the allocation of costs to the relevant parties shall be determined by the tribunal.

(8) The decision of the tribunal shall be final and binding on the Parties unless they agree otherwise.

**ARTICLE 23**  
**Multilateral Agreement**

If both Parties become parties to a Multilateral Agreement that addresses matters covered by this Agreement, they shall consult, in accordance with Article 21 (Consultations) to determine whether this Agreement should be revised to take into account the Multilateral Agreement.

**ARTICLE 24**  
**Amendment**

Any amendment to this Agreement mutually determined as a result of consultations under Article 21 (Consultations) shall come into force on the date of the last written notification, through diplomatic channels, by which the Parties shall have notified each other that all necessary internal procedures for entry into force of the amendment have been completed.

**ARTICLE 25**  
**Termination**

(1) Either Party may at any time notify the other Party in writing through diplomatic channels of the decision to terminate this Agreement. A copy of the notice of termination shall be sent simultaneously to the Secretary General of the International Civil Aviation Organization.

(2) If such notice is given, this Agreement shall terminate twelve (12) months after the date of receipt by the other Party of the notice of termination, unless by agreement between the Parties the notice under reference is withdrawn under mutual consent before the expiry of that period. If the other Party fails to acknowledge receipt, notice shall be deemed to have been received fourteen (14) days after the date of the receipt by the Secretary General of the International Civil Aviation Organization.



**ARTICLE 26**

**Registration with the International Civil Aviation Organisation (ICAO)**

This Agreement and any amendments thereto shall be registered upon entry into force with the International Civil Aviation Organisation by Dominican Republic.

**ARTICLE 27**

**Entry into Force**

(1) This Agreement shall enter into force on the date of the latter note upon an exchange of diplomatic notes between the Parties confirming that all the internal procedures necessary for the entry into force of the Agreement have been completed.

(2) In WITNESS THEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

Done in duplicate at [ ] the [ ] day of [ ], 20[ ].

.....  
**For the Government of Jamaica**

.....  
**For the Government of  
Dominican Republic**



**ANNEX I  
ROUTE SCHEDULES**

**Section 1:**

Routes to be operated by the Designated Airline(s) of Jamaica.

BEHIND POINTS	FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Point	Any Point in Jamaica	Any Point	Any Point in Dominican Republic	Any Point

**Section 2:**

Routes to be operated by the Designated Airline(s) of Dominican Republic

BEHIND POINTS	FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Point	Any Point in Dominican Republic	Any Point	Any Point in Jamaica	Any Point

Notes:

Each designated airline of either Party may, on any or all flights and at its option:

- (1) Operate flights in either or both directions;
- (2) Combine different flight numbers within one aircraft operation;
- (3) Serve behind, intermediate and beyond points and points in the territories of the Parties on the routes in any combination and in any order;
- (4) Omit stops at any point or points;
- (5) Transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes; and
- (6) Serve points behind any point in its territory with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services;
- (7) Make stop-overs at any point whether within or outside the territory of the other Party;
- (8) Carry transit traffic through the other Party's territory;

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

The behind, intermediate and beyond points (5<sup>th</sup> and 6<sup>th</sup>) on the Route Schedule to be agreed by the



aeronautical authorities of both Parties.

**Section 3**

**All Cargo Services**

The designated airline(s) of Jamaica may operate all-cargo services between Dominican Republic and any point or points and the designated airline(s) of Dominican Republic may operate all-cargo services between Jamaica and any point or points.

**Section 4**


**Change of Gauge**

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, the type or number of aircraft operated; provided that, in the outbound direction, the transportation beyond such point is a continuation from the territory of the Party that has designated the airline and, in the inbound direction, the transportation to the territory of the Party that has designated the airline is a continuation of the transportation from beyond such point.



**ANNEX II**

**List of CARICOM Member States Referred to in Articles 4 (Designation and Authorisation of Airlines) and 5 (Revocation or Suspension of Operating Authorisations) of this Agreement**

- 
- 
- Antigua and Barbuda
  - Commonwealth of the Bahamas
  - Barbados
  - Belize
  - Commonwealth of Dominica
  - Grenada
  - Republic of Guyana
  - Haiti
  - Jamaica
  - St. Kitts and Nevis
  - St. Lucia
  - St. Vincent and the Grenadines
  - Republic of Suriname
  - Republic of Trinidad and Tobago

**ANNEX III**  
**NON-SCHEDULED/CHARTER OPERATIONS**

1. The Designated Airline(s) of each Party shall, in accordance with the terms of the Route Schedule at Annex I, be entitled to perform international non-scheduled air transportation to and from any point or points in the Territory of the other Party, either directly or with stop-overs en route, for one-way or round-trip carriage of any traffic to or from a point or points in the Territory of the other Party. Multi-destination charters shall also be permitted. In addition, Designated Airline(s) of one Party may operate charters with traffic originating in or destined for the Territory of the other Party.

2. Each Designated Airline performing air transportation under this provision shall comply with such laws, regulations and rules of the Party in whose Territory the traffic originates, whether on a one-way or round-trip basis, as that Party now or hereafter specifies shall be applicable to such transportation.

