

AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN

AND THE GOVERNMENT OF THE DOMINICAN REPUBLIC

The Government of the Hashemite Kingdom of Jordan and Government of the Dominican Republic, hereinafter referred to as the Parties,

Desiring to promote an international aviation system based on competition among Airlines in the marketplace with minimum governmental interference,

Desiring to promote their mutual relations in the field of civil aviation and thus to facilitate the expansion of international air services opportunities between them,

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

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

Being aware and committed to provide and to maintain 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 and

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

Have agreed as follows:

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ARTICLE 1
DEFINITIONS

1. 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 Annexes adopted under Article 90 of that Convention and any amendment of the Annexes or the Convention under Articles 90 and 94 thereof, which have been adopted by both Parties;
 - b) The term "**Agreement**" means this Agreement, its Annexes, and any amendments thereto;
 - c) The term "**Aeronautical Authorities**" means, in the case of the Government of the Hashemite Kingdom of Jordan, Civil Aviation Regulatory Commission and in case of the Government of the Dominican Republic, Civil Aviation Board or in both cases, any other authority or person legally empowered to perform the functions presently exercised by the said authorities;
 - d) The term "**Agreed Services**" means the international scheduled air services which can be operated, according to the provisions of this Agreement, on the specified routes,
 - e) The term "**Designated Airlines**" means Airlines which have been Designated and authorized in accordance with Article 3 of this Agreement;
 - f) The term "territory" in relation to a State means the land areas and territorial waters adjacent thereto and the airspace above them under the sovereignty of that State
 - g) The terms "**Air Service**", "International Air Service", "Airline" and "Stop for non - Traffic purposes" have the meanings specified in Article 96 of the Convention;
 - h) The term "**Capacity**" means:
 - (i) in relation to an aircraft, the availability of seats and/or cargo of the said aircraft on a route or section of a route;
 - (ii) In relation to the Agreed Services, the Capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period on a route or a section of a route;
 - i) The term "**Tariff**" means the prices to be paid for the carriage of passengers and cargo and the conditions under which these prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration and conditions for carriage of mail;
 - j) The term "**Traffic**" means passengers, baggage, cargo and mail;
 - k) The term "**User Charges**" means a charge made to Airlines by the competent authorities or permitted by those authorities to be made for the provision of airport property or facilities or of air navigation facilities, or related services and facilities, for aircraft, their crews, passengers and cargo.

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The Annex to this Agreement and any amendments thereto forms an integral part of the Agreement.

ARTICLE 2 GRANT OF RIGHTS

1. Each Party grants to the other Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the Annex to this Agreement. The Airlines Designated by each Party shall enjoy the following rights:
 - 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) While operating an agreed service on a specified route, to make stops in the Territories of the Parties at the points specified- for that route in the Annex to this Agreement for the purpose of putting down and taking up international Traffic.
2. Nothing in paragraph (1) of this Article shall be deemed to confer on the Designated Airlines of one Party the privilege of taking up, in the Territory of the other Party, Traffic carried for remuneration or hire and destined for another point in the Territory of that other Party.
3. The Airlines of each Party, other than those Designated under Article 3 of this Agreement, shall also enjoy the rights specified in paragraph 1(a) and (b) of this Article.
4. If due to armed conflict, natural disasters, or political disturbances a Designated Airline of one Party is unable to operate a service on its normal routing, the other Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangement of routes.

ARTICLE 3 DESIGNATION AND AUTHORIZATION

1. Each Party shall have the right to designate in writing to the other Party one or more Airlines to operate the Agreed Services in accordance with this Agreement and to withdraw or alter such designation.
2. On receipt of such designation and upon receipt of application from the Designated Airline, in the form and manner prescribed for operating authorization, each Party shall grant the appropriate operating authorization with minimum procedural delay, provided that:
 - a) the Designated Airline has its principal place of business in the Territory of the designating Party, where evidence of principle place of business is predicated upon the Airline being established and incorporated in the Territory of the designating Contracting Party in accordance with relevant national laws and regulations;
 - b) The substantial ownership and effective control of the Designated Airlines are vested in the Party designating the Airline(s) or in its nationals;

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- c) the Party designating the Airline has and maintains regulatory control of the Airline, where evidence of regulatory control is predicated upon but is not limited to: the Airline holding a valid operating license or permit issued by the licensing authority, such as an Air Operator Certificate (AOC), meeting the criteria of the designating Contracting Party for the operation of international air services as well as the designating Party having and maintaining safety and security oversight programs in compliance with ICAO standards;
 - d) the Party designating the Airline is in compliance with the provisions set forth in Article 14 and Article 15; and
 - e) The Designated Airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.
3. On receipt of the operating authorization of paragraph (2), a Designated Airline may at any time begin to operate the Agreed Services for which it is so designated, provided that the Airline complies with the applicable provisions of this Agreement.

ARTICLE 4 REVOCATION AND SUSPENSION OF OPERATING AUTHORIZATIONS

1. Each Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of this Agreement by an Airline Designated by the other Party or to impose such conditions as it may deem necessary on the exercise of these rights:
 - a) in any case where it is not satisfied that substantial ownership and effective control of that Airline are vested in the Party designating the Airline or in its nationals, or
 - b) in any case of failure by that Airline to comply with the laws and/or regulations of the Party granting these rights, or
 - c) in any case the Airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement, or
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 between the Aeronautical Authorities of the Parties.

ARTICLE 5 APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Party relating to the admission into, stay in, or departure from its Territory of aircraft engaged in international air transport, or to the operation and navigation of such aircraft while within its Territory, shall be applied to the aircraft of both Parties without distinction as to nationality, and shall be complied with by the Designated

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Airlines of the other Party upon entering or departure from or while within the said Territory of that Party.

2. The laws and regulations of one Party respecting entry, clearance, transit, immigration, passports, customs, currency, sanitary requirements and quarantine shall be complied with by the Designated Airlines of the other Party and by or on behalf of their aircraft engaged in international air transport, crews, passengers, baggage, cargo and mail upon transit of, admission to, departure from and while within the Territory of such Party.
3. Neither of the Parties shall give preference to its own or any other Airline over the Airlines 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 6 RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Party shall, during the period of their validity, be recognized as valid by the other Party, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.
2. Each Party reserves the right, however, to refuse to recognize as valid, for the purpose of flights over its own Territory, certificates of competency and licenses granted to or rendered valid for its own nationals by the other Party or by any other State.

ARTICLE 7 EXEMPTION FROM CUSTOMS AND OTHER DUTIES AND TAXES

1. Subject to the laws and regulations of the Party, aircraft operated on international services by the Designated Airlines of either Party, as well as their regular equipment, supplies of fuel and lubricants, and aircraft stores already on board, introduced into or taken on board such aircraft and intended solely for use by or in such aircraft shall be exempted, with respect to all customs duties, inspection fees and other similar duties or taxes, and be accorded in the Territory of the other Party, treatment not less favorable than that granted by the other Party to its own Airline(s) operating scheduled international air services or to the Airlines of the most favored nation.
2. The same treatment shall be accorded to spare parts entered into the Territory of either Party for maintenance or repair of aircraft used on international services by the Designated Airline(s) of the other Party.
3. Neither Party shall be obliged to grant to the Designated Airline(s) of the other Party exemption or remission of customs duty, inspection fees or similar charges unless such other Party grants exemption or remission of such charges to the Designated Airline(s) of the first Party.

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4. The regular airborne equipment as well as the materials and supplies retained on board the aircraft of either Party may be unloaded in the Territory of the other Party only with the approval of the Customs authorities of such Territory. In such case, they may be placed under the supervision of said authorities up to such time as they are re - exported or otherwise disposed of in accordance with customs regulations.
5. Materials referred to in paragraphs (1), (2) and (4) of this Article may be required to be kept under Customs supervision or control.

**ARTICLE 8
DIRECT TRANSIT**

Passengers, baggage and cargo in direct transit across the Territory of one Party and not leaving the area of the airport reserved for such purpose shall be subject to no more than a simplified control except in respect of measures relating to civil aviation security and narcotics control. Baggage and cargo in direct transit shall be exempt from customs duties and other charges.

**ARTICLE 9
USER CHARGES**

1. The fees and duties applied to the use of airports, their facilities and other facilities and services, as well as any charge for the use of air navigation, communication and services facilities, shall be established in accordance with the laws and regulations of each Party.
2. Neither Party shall impose or permit to be imposed on the Designated Airline(s) of the other party, charges by users higher than those imposed on their own Airlines operating similar international air services.

**ARTICLE 10
COMMERCIAL ACTIVITIES**

1. The Designated Airlines of each Party shall be allowed, on the basis of reciprocity, to maintain in the Territory of the other Party, their offices and representatives, as well as their commercial, operational and technical staff as required in connection with the operation of the Agreed Services.
2. The request for staff may, at the option of the Designated Airlines of each Party, be satisfied either by their own personnel or by using the services of any other organization, company or Airlines operating in the Territory of the other Party, and authorized to perform such services in the Territory of that Party.

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3. In compliance with standards and ICAO Annexes 6 and 17, and for self-assistance should be provided. When the internal rules of a Party limit or preclude the exercise of the aforementioned rights, each Designated Airline shall be treated in a non-discriminatory manner with respect to ground handling services offered by a duly authorized provider or suppliers. The exercise of the rights provided in paragraph 1 of this Article shall be subject to physical or operational limitations that result from considerations of security or aviation security at the airport.
4. The exercise of the rights set forth in paragraphs 3) of this Article shall be subject only to physical or operational constraints resulting from considerations of airport safety or security. Any constraints shall be applied uniformly and on terms no less favorable than the most favorable terms available to any airline engaged in similar international air services at the time the constraints are imposed. When the internal rules, regulations or contractual obligations of a Party, limit the exercise of the aforementioned rights, each designated airline shall be treated in a non-discriminatory manner with regard to ground handling services offered by a provider or providers duly authorized.
5. The representatives and staff shall be subject to the laws and regulations in force of the other Party, and, consistent with such laws and regulations:
 - a) Each Party shall, on the basis of reciprocity and with minimum delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 1) of this Article; and
 - b) Both Parties shall facilitate and expedite the requirement of employment authorizations for personnel performing certain temporary duties.

ARTICLE 11 FINANCIAL PROVISIONS

1. Each Designated Airline shall have the right to sell and issue its own transportation documents in the Territory of the other Party directly and, at its discretion, through its agents. Such Airlines shall have the right to sell such transportation, and any person shall be free to purchase such transportation in local currency or any convertible currency.
2. Each Designated Airline shall have the right to convert and remit to its country on demand, at the official rate of exchange, the excess of receipts over expenditures achieved in connection with the carriage of passengers, cargo and mail. The above mentioned transfer shall be made in convertible currencies and in accordance with the national laws and foreign exchange laws and regulations applicable.
3. In case special arrangements ruling the settlement of payments are in force between the Parties, the provisions of such arrangements shall be applied to the transfer of funds under paragraph (2) of this Article.

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ARTICLE 12
PRINCIPLES GUIDING COMMERCIAL ACTIVITIES

1. The Parties shall, on reciprocal basis, allow Airlines to freely compete in providing the Agreed Services according to this Agreement, provided that fair and equal opportunity is provided for the Designated Airlines of both Parties to operate the Agreed Services on the specified routes between their respective territories.
1. No limitations shall be imposed on the Designated Airlines of both Parties in their operation of the Agreed Services, be it passengers, cargo and/or mail, with regard to Capacity, number of flights operated (frequency), and/or the type of aircraft used. The Designated Airlines of both Parties shall be free to decide the frequency and Capacity of their operation on the Agreed Services.
3. Neither of the Parties shall unilaterally impose any limitations on the Capacity of the aircraft used by the Designated Airlines of the other Party, except as required for custom, technical, operational, and/or environmental requirements according to unified conditions.
4. The Designated Airlines of both Parties shall be allowed to set their Tariffs on commercial basis and in accordance with the commercial situation of the market, without violating the applicable competition laws.
5. The Designated Airlines of both Parties shall not be required to consult with the other Airlines operating over the whole or part of the route with regard to Tariffs.
6. The Aeronautical Authorities of a Party may require that a Designated Airline file its Tariffs for monitoring purposes. The Aeronautical Authorities of a Party shall not reject Tariffs so filed without providing a justified reason.
7. The Parties shall not unilaterally take any action to refuse the Tariffs of a Designated Airline or stop the application thereof, except in situations that the Aeronautical Authorities consider that the application of such Tariffs is, or will constitute a violation of the applicable competition laws.
8. If a Party considers the Tariffs of an Airline Designated by the other Party to be in violation of the relevant competition laws, any Party shall be entitled to ask for consultations. Such consultations shall be set within 30 days from the date of receipt of the consultations request. The Parties shall cooperate in providing the necessary information for adopting the required solutions for the issue at hand.

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ARTICLE 13
APPROVAL OF FLIGHT SCHEDULES

1. The flight schedules of the Agreed Services shall be submitted by the Designated Airlines of one Party for the approval of the Aeronautical Authorities of the other Party at least sixty (60) days before the intended date of their implementation. Any modification to such flight schedules shall also be submitted to the Aeronautical Authorities of the other Party for approval at least thirty (30) days in advance.
2. The Designated Airlines shall also furnish any other information as may be required to satisfy the Aeronautical Authorities of the other Party that the requirements of the Agreement are being duly observed.

ARTICLE 14
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 and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on 23 September 1971 and its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991, as well as with any other convention and protocol relating to aviation security which will become binding on both Parties.
2. The Parties shall provide upon request, all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. The Parties in their mutual relations shall act in accordance with the provisions established by the International Civil Aviation Organization (hereinafter ICAO) and designated as Annexes to the Convention, to the extent that these security provisions are applicable to both Parties, they will require the aircraft operators of their registry or aircraft operators that have their main center of commercial activity or permanent residence in their territory and the operators of airports in their territory to act in accordance with the provisions of aviation security. Designated Airlines by both Parties are required to comply with the provision on aviation security in accordance with the applicable airport security and civil aviation law within the ICAO standards and recommended practices.
4. Each Party agrees that such operators of aircraft may be required to observe the aviation security provisions 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.

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5. Each Party shall ensure that adequate measures are effectively applied within its Territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Party shall also give positive consideration to any request from the other Party for reasonable special security measures to meet a particular threat.
6. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
7. Each Party shall take measures, as it may find practicable, to ensure that an aircraft subjected to an act of unlawful seizure or other acts of unlawful interference, which has landed in its Territory is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.
8. If a Party has problems with respect to the aviation security provisions of this Article, the Aeronautical Authorities of each Party may request immediate consultations with the Aeronautical Authorities of the other Party. Failure to reach a satisfactory agreement within fifteen (15) days after the date of such request shall constitute grounds for suspending, revoking, limiting or imposing conditions on the exploitation authorization and technical permits of an airline or airlines designated by that Party. When required by an emergency, a Party may take provisional measures before the expiration of fifteen (15) days. Any action taken pursuant to this paragraph shall cease at the time of compliance by the other Party with the security provisions of this Article.

Article 15 **AVIATION SAFETY**

1. Each Party may request consultations at any time concerning the 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 referred to in paragraph (1) of this Article that meet the standards pursuant to the Convention, the other Party shall be informed of such findings and of the steps considered necessary to conform with ICAO standards. The other Party shall then take appropriate corrective action within an agreed time period.
2. 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 State of the other Party may, while within the Territory of the State of the other Party be the subject of a search by the authorized representatives of the other Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligation mentioned in Article 33 of the Convention, the purpose of this search is to verify the

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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.

3. 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 authorization of an Airline of the other Party.
4. 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.
5. With reference to paragraph (2) of this Article, if it is determined that one Party remains in non-compliance with ICAO standards when the agreed time period has lapsed, the Secretary General of ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

ARTICLE 16 CONSULTATIONS AND AMENDMENTS

1. Either Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement. Such consultation, which may be between Aeronautical Authorities and which may be through discussions or by correspondence, shall begin within a period of sixty (60) days of the date on which the other Party received a written request.
2. Any amendments so agreed shall come into force when they have been confirmed by an exchange of diplomatic notes upon completion of their respective constitutional formalities.
3. Amendments to the Annex may be made directly by the Aeronautical Authorities of the Parties.

Article 17 SETTLEMENT OF DISPUTES

1. If any dispute arises between the Parties relating to the interpretation or application of this Agreement, the Parties shall in the first place endeavor to settle it by negotiations.
2. If the Parties fail to reach a settlement by negotiations, they may agree to refer the dispute for an advisory opinion to some person or body.
3. If the Parties fail to reach a settlement pursuant to paragraphs (1) and (2) above, the dispute shall be referred to a Tribunal of three arbitrators, one to be nominated by each Party and the third to be agreed upon by the two so nominated. Each of the Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Party from the other of a notice, through diplomatic channels, requesting arbitration of the dispute by such a Tribunal and the third arbitrator shall be appointed within a further period of sixty (60) days. If either of the Parties fails to nominate its arbitrator within the period specified, the President of the Council of ICAO may be requested by either Party to appoint an arbitrator or arbitrators as the case may require; provided that if the President of the Council of ICAO

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is a national of either Party, the senior Vice-President of the Councilor if he is such a national, the Senior Member of the Council who is not such a national may be requested to make the appointments as the case may be. The third arbitrator, however, shall be a national of a third state and shall act as the President of the Tribunal and shall determine the place where arbitration will be held.

4. The Tribunal shall determine its own procedures.
5. The expenses of the Tribunal shall be shared equally between the Parties.
6. The Parties undertake to comply with any decision delivered in application of this Article.
7. If and so long as either Party or its Designated Airline fails to comply with the decisions given under paragraph (3) of this Article, the other Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement.

ARTICLE 18 REGISTRATION WITH THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

This Agreement and any subsequent modification to it shall be registered with ICAO.

ARTICLE 19 APPLICABILITY OF MULTILATERAL CONVENTIONS

If a general multilateral air convention comes into force in respect of both Parties, the provisions of such convention shall prevail.

ARTICLE 20 DENUNCIATION

Either Party may at any time give notice in writing through diplomatic channels to the other Party of its intention to denounce this Agreement. In such case this Agreement shall terminate twelve (12) months after the date of receipt of the notice by other Party, unless the notice to denounce is withdrawn by agreement before the expiry of this period. The notice of denunciation shall be simultaneously communicated to ICAO. In the absence of acknowledgement of receipt by the other Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by ICAO.

ARTICLE 21 STATISTICS

The Aeronautical Authorities of the parties shall provide upon request available periodic statistics or other similar information regarding the traffic on the agreed services.

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ARTICLE 22
ENTRY INTO FORCE

This Agreement shall enter into force on the date of receipt of the last written notification by which the Parties have notified each other, through diplomatic channels, that their respective internal legal requirements for the entry into force of this Agreement have been fulfilled.

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

Done at _____ on this _____ day of _____ in two originals, in the Arabic, Spanish and English languages, all the texts being equally authentic. In the case of the divergence interpretation the English text shall prevail.

For the Government of
the Hashemite Kingdom of Jordan

For the Government of
the Dominican Republic



**ANNEX
ROUTE SCHEDULE**

- A. The Designated Airline or Airlines of the Hashemite Kingdom of Jordan shall be entitled to operate scheduled international air services in both directions on the routes specified hereafter:

Points in Jordan	Intermediate Points	Points in Dominican Republic	Points beyond
any point	any point	any point	any point

- B. The Designated Airline or Airlines of the Dominican Republic shall be entitled to operate scheduled international air services in both directions on the routes specified hereafter:

Points in Dominican Republic	Intermediate Points	Points in Jordan	Points beyond
any point	any point	any point	any point

NOTES

1. Any point or points on the specified routes may be omitted by the Designated Airlines of either Party on one or all flights, provided that the point of origin or arrival is in the Territory of that Party.
2. Fifth freedom traffic rights maybe exercised by airlines designated by either Party, subject to the approval of Aeronautical Authorities of both Parties.
3. In operating air services on the specified routes any Designated Airline of one Party may enter into code-sharing and/or blocked-space arrangement with:
 - a) An Airline or Airlines of the same Party,
 - b) An Airline or Airlines of the other Party
 - c) An Airline or Airlines of a third party. Should such a third party not authorize or allow comparable arrangements between the Airlines of the other Party and other Airlines on services to, from and via such third country, the Aeronautical Authorities of the concerned Party have the right not to accept such arrangements.
4. The above provisions on third-party code-share are, however, subject to the conditions that all Airlines in such arrangements:
 - a) Have received approval from and meet the requirements applied to arrangements by the Aeronautical Authorities of the Parties,
 - b) Hold the underlying Traffic rights and meet the terms of this Agreement,
 - c) Provide the consumers with the proper information concerning such code-sharing and/or blocked-space arrangements.

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