

AIR SERVICES AGREEMENT BETWEEN THE KINGDOM OF THE NETHERLANDS, IN RESPECT OF CURAÇAO, AND THE DOMINICAN REPUBLIC

The Kingdom of the Netherlands, in respect of Curaçao,

and

the Dominican Republic (hereinafter "the Parties");

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

Desiring to contribute to the progress of regional and international civil aviation;

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

Desiring to conclude an agreement for the purpose of establishing and operating Air Services between and beyond their respective Territories;

Desiring to ensure the highest level of safety and security in International Air Services;

Have agreed as follows:

**CHAPTER I
Introduction**

*Article 1
Definitions*

For the purpose of this Agreement, unless otherwise defined, the term:

1. "Aeronautical Authorities" means, in the case of the Dominican Republic, the Civil Aviation Board; in the case of the Kingdom of the Netherlands, in respect of Curaçao, the Minister responsible for Civil Aviation; or, in both cases, any person or body authorized to perform the functions at present exercised by said authorities;
2. "Agreed Services" means Air Services on the specified routes for the carriage of passengers, cargo and mail, separately or in combination;
3. "Agreement" means this Agreement, its Annexes, and any amendments thereto;
4. "Air Service", "International Air Service", "Airline" and "stop for non-traffic purposes" shall have the meaning respectively assigned to them in Article 96 of the Convention;
5. "Designated Airline" means an Airline or Airlines designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement;
6. "the Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December, 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or the Convention under Articles 90 and 94 thereof, insofar as those Annexes and amendments have become effective for, or been ratified by both Parties;
7. "National", in the case of the Dominican Republic, means nationals of the Dominican Republic and, in the case of the Kingdom of the Netherlands, in respect of Curaçao, means nationals of the Kingdom of the Netherlands who are born in Curaçao or are formally registered as local citizens in the municipal registry of Curaçao;
8. "Price" means any fare, rate or charge for the carriage of passengers, baggage and/or cargo in Air Services, including any other mode of transportation in connection therewith, charged by Airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;

9. in the case of the Kingdom of the Netherlands, in respect of Curaçao, the terms "Sovereignty" and "Territory", in relation to a Party, shall have the meaning respectively assigned to them in Article 1 and Article 2 of the Convention;

in the case of the Dominican Republic, the terms "Sovereignty" and "Territory", in relation to a State, have the meaning in accordance with the stipulations of Article 1 and Article 2 of the Convention; Sovereignty: "The Contracting States recognize that every State has complete and exclusive sovereignty over the airspace above its territory." Territory: "In relation to a State means the land areas and territorial waters adjacent thereto and the airspace above them under the sovereignty of such State.";

10. "User Charge" means a charge imposed on Airlines for the provision of airport, air navigation, or aviation security facilities or services including related services and facilities;
11. "Capacity" is the amount of services provided under the Agreement, usually measured by the number of flights, seats and tons of cargo offered at a market, weekly or for another specified period;
12. "ICAO" means the International Civil Aviation Organization.

CHAPTER II Objectives

Article 2 Grant of Rights

1. Each Party grants to the other Party the following rights for the conduct of Air Services by the Designated Airline(s) of the other Party:
 - a. the right to fly across its Territory without landing;
 - b. the right to make stops in its Territory for non-traffic purposes; and
 - c. the rights otherwise specified in this Agreement.
2. The Airlines of each Party, other than those designated under Article 3 (Designation and Authorization) of this Agreement, shall also enjoy the rights specified in paragraphs 1 a) and b) of this Article.
3. Nothing in this Agreement shall be deemed to confer on the Airline or Airlines of one Party the right to take on board 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 that other Party.
4. The exercise of fifth and sixth freedom traffic rights shall be subject to approval between the Aeronautical Authorities of both Parties and may be agreed upon in an arrangement.
5. This Agreement excludes the exercise of commercial traffic rights by Airlines of the Dominican Republic between Curaçao and the Netherlands (including the Caribbean part of the Netherlands (Bonaire, Sint Eustatius and Saba)); between Curaçao and Sint Maarten; and between Curaçao and Aruba.

Article 3 Designation and Authorization

1. Each Party shall have the right, by written notification through diplomatic channels by their Aeronautical Authorities to the other Party, to designate one or more Airlines to operate the Agreed Services and to withdraw a designation or to substitute another Airline for an Airline previously designated.
2. Upon receipt of such a designation and of applications from the Designated Airline, in the form and manner prescribed for operating authorizations, the other Party shall grant the appropriate authorizations with minimum procedural delay, provided that:
 - a. the Designated Airline is under the effective regulatory control of the designating Party;

- b. the Designated Airline has its principal place of business in the Territory of the designating Party;
 - c. the Designated Airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of International Air Services by the Party considering the application or applications; and
 - d. the Party designating the Airline is maintaining and administering the standards set forth in Article 14 (Safety) and Article 15 (Aviation Security) of this Agreement.
3. Upon receipt of the operating authorization of paragraph 2 of this Article, the Designated Airline may at any time begin to operate the Agreed Services, in part or in whole, provided that it complies with the provisions of this Agreement.

Article 4
Revocation of Authorization

1. Either Party shall have the right to withhold the authorizations referred to in Article 3 (Designation and Authorization) of this Agreement with respect to an Airline designated by the other Party, and to revoke, suspend or impose conditions on such authorizations, temporarily or permanently, in the event that the Designated Airline fails to comply with the provisions of paragraph 2 of Article 3 (Designation and Authorization) and of Article 13 (Application of Laws) of this Agreement.
2. Unless immediate action is essential to prevent further non-compliance with the provisions of paragraph 2 of Article 3 (Designation and Authorization) and of Article 13 (Application of Laws) of this Agreement, the rights established by this Article shall be exercised only after consultations between the Aeronautical Authorities in conformity with Article 18 (Consultations) of this Agreement.

CHAPTER III
Commercial provisions

Article 5
Commercial Activities

1. The Designated Airline(s) of each Party shall have the right to establish offices, both on-line and off-line, in the Territory of the other Party for the promotion and sale of Air Services.
2. The Designated Airline(s) of each Party shall be entitled, in accordance with the laws and regulations of the other Party relating to entry, residence and employment, to bring in and maintain in the Territory of the other Party managerial, sales, technical, operational and other specialist staff required for the provision of Air Services.
3. These staff requirements may, at the option of the Designated Airline or Airlines of one Party, be satisfied by its own personnel or by using the services of any other organization, company or Designated Airline operating in the Territory of the other Party and authorized to perform such services for other Designated Airlines.
4. 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 the minimum of delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 2 of this Article; and
 - b. each Party shall facilitate and expedite the requirement of employment authorizations for personnel performing certain temporary duties.
6. Subject to the provisions of applicable safety, including the Standards and Recommended Practices (SARPs) contained in ICAO Annex 6 and 17, the Designated Airline(s) shall have the right to perform its own ground-handling in the Territory of the other Party ("self-handling") or, at its option, select among competing agents for such services in whole or in part. The rights shall

be subject only to the internal rules of the Parties and to physical constraints resulting from considerations of airport safety or aviation security. When the laws, regulations, internal rules, contractual rules or obligations of a party impede self-handling, ground services shall be available on an equal basis to all Airlines; charges shall be based on the costs of services provided; and such services shall be comparable to the kind and quality of services as if self-handling were possible.

6. The Designated Airline(s) may engage in the sale of Air Services in the Territory of the other Party directly and, at the Airline's discretion, through its agents. Each Designated Airline shall have the right to sell such transportation in the currency of that Territory or in freely convertible currencies.
7. To operate or maintain the authorized services in the specified routes, any Designated Airline of either Party may enter into marketing arrangements such as joint ventures, blocked space or code-share agreements with:
 - i. an Airline or Airlines of either Party;
 - ii. an Airline or Airlines of a third country; and
 - iii. a provider of surface transportation in any country;

provided that:

- 1) all Airlines have the necessary authorization in such arrangements;
- 2) all Airlines meet the requirements normally applied to such arrangements; and
- 3) the Parties agree to take the necessary measures to ensure that consumers are fully informed and protected with respect to code-share flights made to or from their Territory, and that at least passengers will be provided with the necessary information in the following ways:
 - i. verbally and, if possible, in writing at the time of booking;
 - ii. written on the itinerary that accompanies the e-ticket form, or another document that replaces the latter, as written confirmation, including contact information in case of problems. Furthermore, it shall be made clear what Airline can be held responsible for any damages.

The Designated Airline(s) of each Party may use aircraft leased from another company, with or without crew, subject to the laws and regulations of the Parties.

*Article 6
User Charges*

1. No Party shall impose or permit to be imposed on the Designated Airline(s) of another Party User Charges higher than those imposed on its own Airlines operating similar International Air Services.
2. User Charges imposed by the competent bodies of each Party on the Airlines of the other Party shall be just, reasonable and non-discriminatory.
3. Each Party shall encourage consultations between the competent authorities of its Territory and the Airlines that use its services and facilities.
4. No Party shall, in dispute resolution procedures pursuant to Article 19 (Settlement of Disputes) of this Agreement, be held to be in breach of a provision of this Article, unless:
 - a. it fails to undertake a review of the charge or practice that is the subject of complaint by another Party within a reasonable amount of time; or
 - b. following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

*Article 7
Capacity*

1. Each Party shall allow each Designated Airline of the other Party to determine the frequency and Capacity of the International Air Services it offers based upon commercial considerations in the market.

2. Neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the types of aircraft used by the Designated Airlines of either of the Parties, except as may be required for customs and other government inspection services, technical or operational reasons under uniform conditions consistent with Article 15 of the Convention.

*Article 8
Fair Competition*

Each Airline shall:

- a. have a fair and equal opportunity to compete in providing the International Air Services governed by this Agreement and in accordance with the competition laws of the Parties;
- b. take measures to eliminate all forms of discrimination or unfair competitive practices that may impair the ability to compete in a Designated Airline of the other Party.

*Article 9
Pricing*

1. Prices charged for Air Services under this Agreement may be freely established by the Designated Airline(s) and shall not be subject to approval. The intervention of the Parties shall be limited to:
 - a. prevent discriminatory practices or rates;
 - b. protect consumers against excessively high or restrictive Prices arising from abuse of a dominant position;
 - c. protect the Airlines regarding artificially low rates derived from government support or subsidy directly or indirectly.
2. Either Party may require notification or filing with its Aeronautical Authorities of the Prices charged to or from its Territory by Airlines of the other Party. Such notification or filing by the Designated 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.

**CHAPTER IV
Financial provisions**

*Article 10
Customs Duties*

1. Each Party shall on the basis of reciprocity exempt a Designated Airline of the other Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees and other national duties and charges, not based on the cost of services provided on arrival, on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores and other items such as printed ticket stock, air waybills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charge by that Designated Airline intended for use or used solely in connection with the operation or servicing of aircraft of the airline of such other Party operating the Agreed Services.
2. The exemptions granted by this Article shall apply to the items referred to in paragraph 1 of this Article:
 - a. introduced into the Territory of the Party by or on behalf of the Designated Airline of the other Party;
 - b. retained on board the aircraft of the Designated Airline of one Party upon arrival in or leaving the Territory of the other Party; or
 - c. taken on board the aircraft of the Designated Airline of one Party in the Territory of the other Party and intended for use in operating the Agreed Services,

whether or not such items are used or consumed wholly within the Territory of the Party granting the exemption, provided the ownership of such items is not transferred in the Territory of the said Party.

3. Regular airborne equipment, spare parts, supplies of fuels and lubricants and aircraft stores retained on board the aircraft of either Party may be unloaded in the Territory of the other Party only with the approval of the customs authorities of that Party, who may require that materials be placed under their supervision up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.
4. Passengers, baggage, cargo and mail in direct transit shall be subject to no more than a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 11
Taxation

1. Income or profits arising from the operation of aircraft of a Designated Airline in International Air Services as well as goods and services to be supplied are taxable according to the laws of each Party.
2. Taxes imposed by the competent tax authorities of a Party shall apply on a non-discriminatory basis and on equal terms to the Airlines of the other Party.
3. When a special agreement to avoid double taxation with respect to income and capital exists between the Parties, the provisions thereof shall prevail.

Article 12
Transfer of funds

Each Designated Airline shall have the right to convert and remit to its country, on demand, local revenues from the sale of Air Services and associated activities directly linked to Air Services in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof at the rate of exchange applicable to current transactions and remittance on the date the Airline makes the initial application for remittance.

CHAPTER V
Regulatory provisions

Article 13
Application of Laws

1. While entering, within or leaving the Territory of one Party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the other Party's Designated Airline(s).
2. While entering, within or leaving the Territory of one Party, its laws and regulations relating to the admission to or departure from its Territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers, crew or cargo of the other Party's Designated Airline(s).
3. Neither Party shall give preference to its own or any other Airline over an Airline of the other Party engaged in similar International Air Services in the application of its immigration, customs, quarantine and similar regulations.

Article 14
Safety

1. Each Party shall recognize as valid, for the purpose of operating the Air Services provided for in this 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 are at least equal to the minimum standards that may be established pursuant to the Convention. Each Party may, however, refuse to recognize as valid for the purpose of flight above or landing within its own Territory, certificates of competency and licenses granted to or validated for its own nationals by the other Party.

2. Each Party may request consultations concerning the safety standards maintained by the other Party relating to aeronautical facilities, aircrew, aircraft and the operation of the Airlines. Such consultations shall take place in conformity with Article 18 (Consultations) of this Agreement.
3. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards and requirements in the areas referred to in paragraph 2 of this Article that at least equal the minimum standards that may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards, and the other Party shall take appropriate corrective action within an agreed time period. Each Party reserves the right to withhold, revoke or suspend the operations authorization of an Airline or Airlines designated by the other Party in the event the other Party does not take such appropriate corrective action within a reasonable time.
4. Pursuant to Article 16 of the Convention, it is further agreed that any aircraft operated by, or on behalf of a Designated Airline of one Party, on service to or from the Territory of another Party, may, while within the Territory of the other Party, be the subject of a ramp inspection by the authorized representatives of the other Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this inspection is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the standards established at that time pursuant to the Convention.
5. 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 a Designated Airline or Airlines of the other Party.
6. Any action by one Party in accordance with paragraph 5 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.
7. With reference to paragraph 3 of this Article, if it is determined that one Party remains in non-compliance with ICAO standards when the agreed time period has elapsed, the Secretary General of ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

*Article 15
Aviation Security*

1. In accordance 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, done at Tokyo on September 14, 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, done at The Hague on December 16, 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on September 23, 1971, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, done at Montreal on February 24, 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, done at Montreal on March 1, 1991, as well as with any other convention or protocol relating to the security of civil aviation which both Parties adhere to.
2. Each Party 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, of their passengers and crew, and of airports and air navigation facilities, and to address any other threat to the security of civil air navigation. 
3. The Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by ICAO and designated as Annexes to the Convention. Each Party it they shall require that operators of aircraft of its 

registry or operators of aircraft who are established in its Territory and the operators of airports in its Territory act in conformity with such aviation security provisions. Each Party shall advise the other Party of any difference between its national regulations and practices and the aviation security standards of the Annexes referred to in this paragraph. Each Party may request immediate consultations with the other Party at any time to discuss any such differences.

4. Each Party agrees that such operators of aircraft may be required to observe the security provisions referred to in paragraph 3 of this Article required by the other Party for entry into, for departure from, and 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 and their baggage and carry-on items, as well as 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 special security measures to meet a particular threat.
5. 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 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.
6. Each Party shall have the right, within sixty (60) days following notice, for its Aeronautical Authorities to conduct an assessment in the Territory of the other Party of the security measures being carried out, or planned to be carried out, by aircraft operators in respect of flights arriving from, or departing to the Territory of the first Party. The administrative arrangements for the conduct of such assessments shall be agreed between the Aeronautical Authorities and implemented without delay so as to ensure that assessments will be conducted expeditiously.
7. 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. Such consultations shall start within fifteen (15) days of receipt of such a request from either Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, suspend or impose conditions on the operating authorization of a Designated Airline or Airlines of that Party. When required by an emergency or to prevent further non-compliance with the provisions of this Article, a Party may take interim action at any time prior to the expiry of fifteen (15) days.

CHAPTER VI **Procedural provisions**

Article 16 *Approval of Schedules*

1. The Designated Airline(s) of each Party shall submit its envisaged flight schedules for approval to the Aeronautical Authorities of the other Party at least forty-five (45) days prior to the operation of the Agreed Services. The same procedure shall apply to any modification thereof.
2. For supplementary flights which a Designated Airline of one Party wishes to operate on the Agreed Services outside the approved timetable, that Airline must request prior permission from the Aeronautical Authorities of the other Party. Such requests shall be submitted at least fifteen (15) days prior to the operation of such flights.

Article 17 *Statistics*

The Aeronautical Authorities of each Party shall provide the Aeronautical Authorities of the other Party, upon request, periodic or other statements of statistics as may be reasonably required.

*Article 18
Consultations*

Either Party may, at any time, request consultations in writing relating to the interpretation, application, implementation, amendment of, or compliance with this Agreement or its Annexes. Such consultations shall begin at the earliest possible date, but not later than sixty (60) days from the date the other Party receives the request, unless otherwise agreed.

*Article 19
Settlement of Disputes*

1. Any dispute arising between the Parties relating to the interpretation or application of this Agreement, except those that may arise under Articles 14 (Safety) and 15 (Aviation Security) of this Agreement, the Aeronautical Authorities of both Parties shall in the first place endeavor to settle their dispute by consultations and negotiation.
2. If the Parties fail to reach a settlement by negotiation, the dispute shall be settled through diplomatic channels.

*Article 20
Amendment*

1. Any amendment to the present Agreement shall be agreed upon by the Parties and shall be effected through an exchange of diplomatic notes. Such amendment shall enter into force in accordance with the provisions of Article 25 (Entry into Force) of this Agreement.
2. Notwithstanding the provisions of paragraph 1 of this Article, any amendments of Annex I to this Agreement may be agreed upon by the Aeronautical Authorities of the Parties, and confirmed through an exchange of diplomatic notes, and shall enter into force on a date to be determined in the diplomatic notes. This exception to paragraph 1 of this Article does not apply in case any traffic rights are added to Annex I.

**CHAPTER VII
Final provisions**

*Article 21
Multilateral Agreements*

If a general multilateral air transport agreement comes into force in respect of both Parties, the provisions of such agreement shall prevail. Consultations in accordance with Article 18 (Consultations) of this Agreement may be held with a view to determining the extent to which this Agreement is affected by the provisions of the multilateral agreement.

*Article 22
Termination*

1. Either Party may at any time give notice in writing through diplomatic channels to the other Party of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to ICAO.
2. The Agreement shall terminate at midnight one (1) year after the date of receipt of the notice by the other 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 Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by ICAO.

*Article 23
Registration with ICAO*

This Agreement and any amendments thereto shall be registered with ICAO.



Article 24
Territorial Application

As regards the Kingdom of the Netherlands, this Agreement shall apply to Curaçao only.

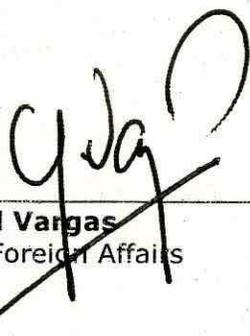
Article 25
Entry into force

This Agreement shall enter into force on the first day of the second month following the date of receipt 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 this Agreement have been completed.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

DONE at the city of Santo Domingo, on May 13, 2019, in duplicate, in the English, Dutch and Spanish languages, all texts being equally authentic. In case of divergence in the interpretation of this Agreement, the English text shall prevail.

**FOR
THE DOMINICAN REPUBLIC**



Miguel Vargas
Minister of Foreign Affairs

**FOR THE KINGDOM OF THE
NETHERLANDS, IN RESPECT OF
CURAÇAO**



Annemieke Alexandra Verrijp
Extraordinary Ambassador
and Plenipotentiary of
Kingdom of the Netherlands

Annex I

Route Schedule

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

Points before	Points of Departure	Intermediate points	Point of Destination	Points Beyond
Any points	Any point in the Dominican Republic	Any points	Curaçao	Any points

2. Routes to be operated by the Designated Airline(s) of Curaçao:

Points before	Point of Departure	Intermediate Points	Points of Destination	Points Beyond
Any points	Curaçao	Any points	Any point in the Dominican Republic	Any points

3. While operating an agreed service on a specified route, the Designated Airline(s) may on any or all flights and at the option of each Airline:

- a. operate flights in either or both directions;
- b. combine different flight numbers within one aircraft operation;
- c. omit stops at any point or points, provided that services begin or end at a point in the Territory of the Party designating the Airline;
- d. transfer traffic from any of its aircraft to any of its other aircraft at any points on the routes;
- e. exercise full third and fourth freedom traffic rights; and
- f. pick up and discharge stop-over traffic at any point of the route schedule, provided that stop over time does not exceed seven (7) days at any point.

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Annex II

Non-scheduled/Charter operations

1. The Airline(s) of one Party shall be entitled to perform international non-scheduled Air Services, with passengers, cargo or in combination, 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 such traffic, without implying cabotage traffic rights. Multi-destination charters shall also be permitted.
2. Each Airline that operates Air Services under this provision must comply with the laws, regulations and policies, both of the Party where the traffic originates, as of the receiving Party thereof.
3. Each Party shall grant, on a reciprocal basis, early approval for carrying out operations of the air charter services companies duly authorized by the other Party.

Handwritten signature or initials in black ink, consisting of a stylized 'N' followed by a vertical line and a small 'y'.