

AIR TRANSPORT AGREEMENT BETWEEN THE KINGDOM OF THE NETHERLANDS, IN RESPECT OF SINT MAARTEN, AND THE DOMINICAN REPUBLIC RELATING TO AIR TRANSPORT BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

The Kingdom of the Netherlands, in respect of Sint Maarten,

and

the Dominican Republic, hereinafter "the Parties";

Desiring to conclude an Agreement for the purpose of promoting air transport between their respective territories;

Being Parties to the Convention on International Civil Aviation, done at Chicago on December 7, 1944;

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

Desiring to conclude an agreement for the purpose of establishing and operating air transport between and beyond their respective territories;

Desiring to ensure the highest level of safety and security in international air transport;

Have agreed as follows:

Article 1
Definitions

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

1. "aeronautical authorities" means, in the case the Kingdom of the Netherlands, in respect of Sint Maarten, the Minister of Tourism, Economic Affairs, Traffic and Telecommunication, responsible for aviation; and, in the case of the Dominican Republic, the Civil Aviation Board; or, in both cases, any person or body authorized to perform any functions at present exercised by said authorities;
2. "Agreement" means this Agreement, its Annexes and any amendments thereto;
3. "air transportation" means the public carriage by aircraft of passengers, baggage, cargo and mail, separately or in combination, scheduled or charter, for remuneration or hire;
4. "agreed services" means air transportation on the specified routes for the carriage of passengers, cargo and mail, separately or in combination;
5. "designated airline" means an airline which has been designated and authorized in accordance with Article 3 of this Agreement;
6. "Convention" means the Convention on International Civil Aviation, done at Chicago on December 7, 1944, and includes:
 - a. any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by both Parties; and
 - b. any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both Parties;
7. "full cost" means the cost of providing service plus a reasonable charge for administrative overhead;

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8. "international air transportation" means air transportation that passes through the airspace over the territory of more than one State;
9. "nationals", in the case of the Kingdom of the Netherlands, in respect of Sint Maarten, means nationals of the Kingdom of the Netherlands who are formally registered as local citizens with the Dutch nationality in the municipal registry of Sint Maarten and, in the case of the Dominican Republic, means nationals of the Dominican Republic;
10. "tariff" means any fare, rate or charge for the carriage of passengers, baggage and/or cargo (excluding mail) in air transportation, including surface transportation in connection with international air transportation, charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;
11. "stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo or mail in air transportation;
12. in the case of the Kingdom of the Netherlands, in respect of Sint Maarten, the terms "sovereignty" and "territory", in relation to a Party, shall have the meaning respectively assigned to them in Article 1 and 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 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;
13. "user charge" means a charge imposed on airlines for the provision of airport, airport environmental, air navigation, or aviation security facilities or services including related services and facilities;
14. "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;
15. "multimodal air transport" means the public transportation by aircraft, and by one or more modes of surface transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;
16. "ICAO" means the International Civil Aviation Organization.

*Article 2
Grant of Rights*

1. Each Party grants to the other Party the following rights for the conduct of international air transportation by the airlines 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. On any segment or segments of the routes above, any airline of a Party may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated, provided that, with the exception of all-cargo services, in the outbound direction, the transportation beyond such point is a continuation of the transportation from the homeland of the airline and, in the inbound direction, the transportation to the homeland of the airline is a continuation of the transportation from beyond such point.

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3. The rights specified in paragraph 1, under a) and b) of this Article shall also be guaranteed to non-designated airlines of each Party.
4. Nothing in this Article shall be deemed to confer on the airline or airlines of one Party the rights to take on board, in the territory of the other Party, passengers, baggage, cargo or mail carried for compensation and destined for another point in the territory of that other Party.
5. Each Party shall grant, on a reciprocal basis, early approval for conducting operations charter services of the airline companies that are duly authorized by the other Party, in accordance with the applicable laws and regulations of each Party.
6. This Agreement excludes the exercise of commercial traffic rights by airlines of the Dominican Republic between Sint Maarten and the Netherlands (including the Caribbean part of the Netherlands (Bonaire, Sint Eustatius and Saba)); between Sint Maarten and Curaçao; and between Sint Maarten and Aruba.
7. The exercise of fifth freedom traffic rights shall be subject to approval between the aeronautical authorities of both Parties.

*Article 3
Designation and Authorization*

1. Each Party shall have the right to designate, by written notification through diplomatic channels, one or more airlines to operate the agreed services on the routes specified in the Agreement for that Party and to withdraw a designation or to substitute another airline for one previously designated.
2. Each Party, on receipt of applications from an airline of the other Party, in the form and manner prescribed for operating authorizations and technical permissions, shall grant appropriate authorizations and permissions with minimum procedural delay, provided that:
 - a. for airlines of Sint Maarten, substantial ownership and effective control of that airline are vested to the Government of Sint Maarten, nationals of Sint Maarten as defined in Article 1, or both;
 - b. for airlines of the Dominican Republic, the airline is constituted in the territory of the Dominican Republic and the airline has its head office in that territory and the Dominican Republic has and maintains effective regulatory control of the airline;
 - c. the airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Party considering the application or applications; and
 - d. the other Party is maintaining and administering the provisions set forth in Article 6 and Article 7 of this Agreement.
3. Upon receipt of the operating authorization referred to in paragraph 2 of this Article, a designated airline may, at any time, begin to operate the agreed services, in part or in whole, provided that it complies with the applicable provisions of this Agreement and the internal regulations of each of the Parties.

*Article 4
Revocation of Authorization*

1. Either Party may revoke, suspend, limit or impose conditions on the operating authorizations or technical permissions of an airline where:
 - a. for airlines of Sint Maarten, substantial ownership and effective control of that airline are not vested to the Government of Sint Maarten, nationals of Sint Maarten as defined in Article 1, or both;

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- b. for airlines of the Dominican Republic, the airline is not constituted in the territory of the Dominican Republic and the airline does not have its head office in that territory and the Dominican Republic does not have and does not maintain effective regulatory control of the airline;
 - c. the airline has failed to comply with the laws and regulations referred to in Article 5 of this Agreement.
 - d. the other Party is not maintaining and administering the provisions set forth in Article 6 and Article 7 of this Agreement.
3. Unless immediate action is essential to prevent further non-compliance with the conditions referred to in subparagraph 1c) and d) of this Article, the rights established by this Article shall be exercised only after consultation with the other Party.
 4. This Article does not limit the rights of either Party to withhold, revoke, suspend, limit or impose conditions on the operating authorization or technical permission of an airline or airlines of the other Party in accordance with the provisions of Article 6 or Article 7 of this Agreement.

*Article 5
Application of Laws*

1. The laws and regulations of either Party relating to the admission to or departure from its territory of aircraft engaged in international air transportation, or to the operation and navigation of such aircraft while within its territory, shall be applied to aircraft of the designated airline of the other Party.
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 airlines.

*Article 6
Safety*

1. Each Party shall recognize as valid, for the purpose of operating the air transportation 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 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. Either Party may, in accordance with Article 15 of this Agreement, request consultations concerning the safety standards maintained by the other Party relating to aeronautical facilities, aircrew, aircraft and the operation of airlines of that other Party. 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 this Article that are 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. Such consultations shall be held within thirty (30) days of that request.
3. In accordance with Article 16 of the Convention, it is further agreed that any aircraft operated by, or on behalf of an airline of a Party, to provide service to or from the territory of another Party, may, while within the territory of the other Party, be subject to inspection by authorized representatives of the other Party, provided this does not cause unnecessary delay in the operation

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of the aircraft. Notwithstanding the obligations referred to in Article 33 of the Convention, the purpose of this inspection is to verify the validity of any kind of documents relating to the aircraft, the licensing of its crew, and the aircraft equipment and the condition of the aircraft conform to the regulations established pursuant to the Convention. Each Party reserves the right to withhold, revoke, suspend, limit or impose conditions on the operating authorization or technical permission of an airline or airlines of the other Party in the event the other Party does not take such appropriate corrective action within a reasonable time and to take immediate action, prior to consultations, as to such airline or airlines if the other Party is not maintaining and administering the aforementioned standards and immediate action is essential to prevent further non-compliance.

4. Any action by one Party in accordance with paragraph 3 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

*Article 7
Aviation Security*

1. In accordance with their rights and obligations under international law, the Parties affirm 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, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of 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 any other Convention or Protocol on the safety of civil aviation which both parties adhere to.
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, 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 and appropriate recommended practices established by ICAO and designated as Annexes to the Convention. The Parties shall require those operators of aircraft of their registry, operators of aircraft that 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 observe the security provisions as 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 and to take adequate measures to protect 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.

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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, suspend, limit or impose conditions on the operating authorizations and technical permissions of an airline or airlines of that Party. When required by an emergency a Party may take interim action prior to the expiry of fifteen (15) days. Any action taken by one Party in accordance with this paragraph shall be discontinued once the other Party complies with the provisions on security in this Article.

Article 8
Commercial Opportunities

1. The designated airlines of each Party shall have the right to establish offices in the territory of the other Party for the promotion and sale of air transportation.
2. The airlines 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 transportation.
3. Subject to the provisions of applicable safety, including the Standards and Recommended Practices (SARPs) contained in Annex 6 and 17 of the Convention, the designated airline shall have the right to perform its own ground-handling in the territory of the other Party ("self-handling") or, at the airline's 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 the 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.
4. An airline of a Party may engage in the sale of air transportation in the territory of the other Party directly and, at the airline's discretion, through its agents, except as may be specifically provided by the charter regulations of the aeronautical authorities. Each airline shall have the right to sell such transportation and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies.
5. Each airline shall have the right to convert and remit to its country and, except where inconsistent with generally applicable law or regulation, any other country or countries of its choice, on demand, local revenues 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.
6. In operating or holding out the authorized services under this Agreement, any airline of one Party may enter into cooperative marketing arrangements such as but not limited to blocked-space, codesharing or leasing arrangements, with:
 - a. an 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 participants in such arrangements (i) hold the appropriate authorization; and (ii) meet the requirements normally applied to such arrangements.

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7. Airlines and indirect providers of cargo transportation of both Parties shall be permitted, without restriction, to employ in connection with international air transportation any surface transportation for cargo to or from any points, including to and from all airports with customs facilities and to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. Airlines may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of cargo air 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 9
Customs Duties and Charges

1. Aircraft operated in international air transportation by designated airlines of either Party, and the usual equipment, supplies, fuel and lubricants, and supplies in aircraft stores (including food, beverages and snacks) on board aircraft shall be exempt from customs duties and other duties or levies enforceable in the territory of the other Party, provided that such equipment and supplies remain on board the aircraft at the time of exportation.
2. The following items shall also be exempt from the same taxes and duties, except the remuneration for the service:
 - a) supplies taken on board in the territory of either Party, within the limits fixed by the authorities of that Party, for consumption on board aircraft engaged in international air transport of the other Party;
 - b) spare parts imported into the territory of a Party for the maintenance or repair of aircraft engaged in international air transport by the designated airlines of the other Party;
 - c) lubricants for aircraft operated by the airlines designated by the other party, and engaged in international air transport, even when these supplies are consumed during the flight over the territory of the Party in which they were shipped; and
 - d) printed tickets, air waybills, any printed material bearing the emblem printed on the same airline, uniform and normal advertising material distributed without charge by the designated airlines.
3. The regular airborne equipment and materials and supplies on board the aircraft of either Party may be unloaded in the territory of the other Party without the approval of the customs authorities of that territory. In such cases they may be placed under surveillance by the said authorities until they are re-exported or otherwise disposed of in accordance with customs regulations.
4. The exemptions provided by this Article shall also apply in the event that the designated airlines of either Party have entered into agreements with other airlines on loan or transfer in the territory of the other Party of the usual equipment and other items mentioned in this Article, provided that the other airline or airlines enjoys/enjoy the same exemptions as the other Party.
5. Passengers in transit through the territory of any Party and their baggage shall be subject to the controls established by the applicable customs legislation. Baggage and cargo in direct transit shall be exempt from customs duties and other taxes and levies imposed on imports.
6. The exemptions provided by this Article shall be granted in accordance with the procedures laid down by customs rules.

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Article 10
Local Taxes

1. Gains arising from the operation of aircraft of a designated airline in international air transport, as well as goods and services to be supplied are taxable according to the laws of each Party.
2. In all charges, user charges imposed on 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 11

User Charges

1. Neither Party shall impose or permit to be imposed on the designated airlines of the other Party user charges higher than those imposed on its own airlines operating similar international transport.
2. The applicable duties and rights for the use of airports, airport properties and other facilities and services, as well as any charges for the use of the air navigation facilities, communication and services, shall be established in accordance with the laws and regulations of each Party. 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. Neither Party shall, in dispute resolution procedures pursuant to Article 14 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 the other 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 12
Fair Competition

Each designated airline shall have a non-discriminatory treatment and a healthy and fair environment to operate routes under this Agreement, under the competition laws of the Parties.

Article 13
Capacity

1. Each Party shall allow each designated airline of the other Party to determine the frequency and capacity of the international air transportation 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 other parties, except where necessary for custom, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.
3. The aeronautical authorities of the Parties may require that new services or modified services be registered for information before the start of their operation, not later than ten (10) days or such shorter period. The registration of certain documents for information, required by the aeronautical authorities of one Party, should be simplified as much as possible. This also applies to the registration requirements and procedures applicable to the designated airlines of the other Party.

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5. Neither Party shall require the filing of schedules, programs for charter flights or operational plans by airlines of the other Party for approval, except as may be required on a non-discriminatory basis to enforce the uniform conditions foreseen by paragraph 2 of this Article or as may be specifically authorized in this Agreement. If a Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air transportation intermediaries and on airlines of the other Party.

*Article 14
Tariffs*

1. Each Party shall allow tariffs for air transportation to be established by airlines of both Parties based upon commercial considerations in the marketplace. Intervention by the Parties shall be limited to:
 - a. prevention of unreasonable discriminatory tariffs or practices;
 - b. protection of consumers from tariffs that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - c. protection of airlines from tariffs that are artificially low due to direct or indirect governmental subsidy or support.
2. Tariffs for international air transportation between the territories of the Parties shall not be required to be filed. Notwithstanding the foregoing, the airlines of the Parties shall provide immediate access, on request, to information on historical, existing and proposed tariffs to the aeronautical authorities of the Parties in a manner and format acceptable to those aeronautical authorities.
3. Neither Party shall take unilateral action to prevent the inauguration or continuation of a tariff proposed to be charged or charged by (1) an airline of either Party for international air transportation between the territories of the Parties; or (2) an airline of one Party for international air transportation between the territory of the other Party and any other country, including, in both cases, transportation on an interline or intraline basis. If either Party believes that any such tariff is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than thirty (30) days after receipt of the request, and the Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Parties reach agreement with respect to a tariff for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. Without such mutual agreement, the tariff shall go into effect or continue to be in effect.

*Article 15
Consultations*

Either Party may, at any time, request consultations relating to this Agreement. 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 16
Settlement of Disputes*

1. If a dispute arises between the Parties regarding the interpretation or application of this Agreement, except as indicated in Article 14 (Tariffs) and those that may arise under Articles 6 (Safety) and 7 (Aviation Security) of this Agreement, the Aeronautical Authorities of the Parties shall try, in the first instance, to resolve it through consultations and negotiations.
2. If the Parties do not reach an agreement through consultations and negotiations between the Aeronautical Authorities, the dispute shall be settled through diplomatic channels.
3. If the dispute cannot be settled through diplomatic channels, the dispute shall, at the request of either Party, be referred to a person(s) or body for decision

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by agreement of the Parties (mediation or arbitration). The method and procedure of mediation or arbitration shall be approved by both Parties.

*Article 17
Amendments*

1. If either of the Parties considers it desirable to amend any provision of this Agreement, it may request consultations with the other Party. Such consultations shall begin within a period of sixty (60) days from the date of the request, unless both Parties agree to an extension of this period. Any amendment to this Agreement agreed in such consultations 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 22 of this Agreement.
2. Notwithstanding the provisions of paragraph 1 of this Article, amendments to the route schedule in Annex I to this Agreement may be agreed upon between 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.

*Article 18
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 15 of this Agreement, to determine whether this Agreement should be revised to take into account the Multilateral Agreement.

*Article 19
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 sent simultaneously to ICAO.
2. This Agreement shall terminate at midnight, (at the place of receipt of the notice to the other Party) at the end of the International Air Transport Association (IATA) traffic season in effect, one year following the date of receipt of the written notification of termination, unless the notice is withdrawn by agreement between the Parties before the end of this period.

*Article 20
Registration with ICAO*

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

*Article 21
Applicability*

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

*Article 22
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 note in an exchange of diplomatic notes between the Parties confirming that all necessary procedures for entry into force of this Agreement have been completed.

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

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

FOR THE DOMINICAN REPUBLIC

**FOR THE KINGDOM OF THE
NETHERLANDS, IN RESPECT OF SINT
MAARTEN**



Miguel Vargas
Ministry of Foreign Affairs



Stuart Andrew Johnson
Minister of Tourism, Economic Affairs,
Transport and Telecommunications

ANNEX I

Route schedule

1. This route will be operated in both directions by the designated airlines of Sint Maarten:
 - a. Points in Sint Maarten via intermediate points to points in the Dominican Republic and points beyond.
 - b. For all-cargo service(s) between Dominican Republic and any point or points.
2. This route will be operated in both directions by the designated airlines of the Dominican Republic:
 - a. Points in the Dominican Republic via intermediate points to points in Sint Maarten and points beyond.
 - b. For all-cargo service(s) between Sint Maarten and any point or points.

General note

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

- a. operate flights in either or both directions;
- b. combine different flight numbers within one aircraft operation;
- c. operate services, intermediate and beyond points and points in the territories of the Parties, on the routes in any combination and in any order, on passenger flights, cargo or combined;
- d. omit stops at any point or points;
- e. transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes; and
- f. operate services to points behind any point in its territory with or without change of aircraft or flight number and hold out and advertise such services to the public as through services.

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ANNEX II

Charter Flights

1. The airlines of each Party shall have the right to carry international charter traffic for the transport of passengers (and their accompanying baggage) and/or cargo (including, amongst others, a combination of passengers/cargo).
2. Each Party shall, on the basis of reciprocity, within the time limits set by the authorities of the Parties, without delay, respond to applications for non-regular or charter operations carried out by the airlines that are duly authorized by the other Party.
3. The provisions relating to the application of laws, grant of rights, recognition of certificates and licenses, safety, aviation security, user charges, customs duties, statistics and consultations, and all other relevant articles in this Agreement, including local tax rates, shall also be applied to non-scheduled flights or charter flights operated by the airlines of one Party to and from the territory of the other Party.

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