

## Memorandum of Understanding

Delegations representing the Government of Republic of Serbia and the Government of the Dominican Republic met in Antalya, Turkey on 19 October 2015 for the purpose of negotiating a bilateral Air Services Agreement in respect of air services between and beyond their respective territories.

The discussions were held in a very friendly atmosphere. A list of the two delegations is appended as Attachment A.

### 1. Air Services Agreement

The delegations discussed and initialled the text of a draft bilateral Air Services Agreement appended as Attachment B and decided to recommend it to their respective governments for approval and adoption.

Pending the entry into force of the Air Services Agreement the delegations agreed to apply the agreed in this MoU.

### 2. Designation

a. The Delegation the Republic of Serbia informed the Delegation of the Dominican Republic that it intends, in accordance with the provisions of the ASA, to designate Air Serbia as the designated airline the Republic of Serbia. Additional airlines of the Republic of Serbia may be designated in due course.

b. The Delegation of the Dominican Republic informed the delegation of the Republic of Serbia that it will in due course indicate on the designation of their airlines.

### 3. Route Schedule

The designated airlines of each Party shall have the right to operate on the routes specified in the Schedule annexed to the Air Services Agreement, in accordance with the operating rules set out in Notes in the Annex I to the Air Services Agreement.

### 4. Code-share arrangements

The designated airlines of each Party shall have the right to enter into enter into marketing co-operative arrangements, such as code share arrangements, in accordance with the operating rules set out in Notes in the Annex I to the Air Services Agreement.



**5. Non-scheduled operations**

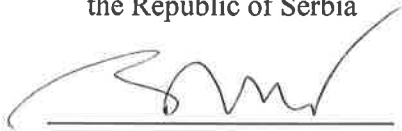
The delegations agreed that the requests by the airlines of both Parties to operate charter services between the two countries on a reciprocal basis shall be treated in accordance with the principles set out in the Annex II to the Air Services Agreement

**6. Scheduled Cargo Operations**

The two delegations understood that the designated airlines of each Party may exercise seventh freedom traffic rights for all-cargo services.

Signed in Antalya, Turkey on 19 October 2015.

For the delegation of  
the Republic of Serbia



Mr. Zoran Ilić  
Acting Assistant Minister  
Ministry of Construction, Transport and  
Infrastructure

For the delegation of  
the Dominican Republic



Roger Jover A.  
President  
Civil Aviation Board (CAB)

DELEGATION OF THE REPUBLIC OF SERBIA

Head of Delegation

Mr. Zoran Ilić  
Acting Assistant Minister  
Ministry of Construction, Transport and Infrastructure

Delegates

Mr. Vedran Radović  
Adviser for International Relations  
Civil Aviation Directorate

Mr. Stevan Šipka  
VP Asia/Pacific  
Air Serbia

DELEGATION OF THE DOMINICAN REPUBLIC

Head of Delegation

Roger Jover A.  
President  
Civil Aviation Board (CAB)

Delegates

Ambassador Carlos Veras  
Representing the Dominican Republic  
to the Council of the International Civil Aviation Organization (ICAO)

Mr. José A. Pantaleón Taveras  
Member of Civil Aviation Board  
In representation of the Legal Adviser  
of the President of the Dominican Republic

Ms. Bernarda Franco Candelario  
Head of Air Transport Department  
Civil Aviation Board



AIR SERVICES AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF SERBIA  
AND  
THE GOVERNMENT OF THE DOMINICAN REPUBLIC

The Government of the Republic of Serbia and the Government of the Dominican Republic (hereinafter referred to as: “the Parties”);

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

Acknowledging the fact that on 29 June 2006 the Republic of Serbia signed Multilateral Agreement between the European Community and its Member States, the Republic of Albania, Bosnia and Herzegovina, the Republic of Bulgaria, the Republic of Croatia, the Former Yugoslav Republic of Macedonia, the Republic of Iceland, the Republic of Montenegro, the Kingdom of Norway, Romania, the Republic of Serbia and United Nations Interim Administration in Kosovo<sup>1</sup> on the Establishment of a European Common Aviation Area (ECAA Agreement);

Desiring to conclude an Agreement for the purpose of establishing and operating scheduled air services between and beyond their respective territories;

Have agreed as follows:

ARTICLE 1  
DEFINITIONS

The terms used in this Agreement have the following meanings:

- a) “the Convention” means the Convention on International Civil Aviation, opened for signature at Chicago, on the seventh day of December 1944, and includes any Annex adopted under Article 90 of that Convention, and any amendment of the Annexes or the Convention under Articles 90 and 94 thereof, insofar as those Annexes and amendments have become effective for both Parties;
- b) “Agreement” means this Agreement, Annex to the Agreement, and any protocol amending the Agreement or the Annex;

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<sup>1</sup> Pursuant to the UN Security Council Resolution 1244 of 10 June 1999

- c) the term "Aeronautical Authorities" means, in the case of the Republic of Serbia, the Civil Aviation Directorate of the Republic of Serbia and, in the case of the Dominican Republic, the Civil Aviation Board or, in both cases, any person or body authorized to perform any function at present exercised by the said competent Authorities;
- d) the term "designated airline" means an airline which has been designated and authorized in accordance with the provisions of Article 3 of this Agreement;
- e) the term "territory" in relation to a State, means the land areas and territorial waters adjacent airspace above them, under the sovereignty of that State;
- f) the terms "air services", "international air services", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
- g) the term "capacity", in relation to an aircraft, means the payload of that aircraft available on a route or section of a route and, in relation to an agreed service, means 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 section of a route;
- h) the term "specified routes" means the routes established in the Annex to this Agreement;
- i) the term "agreed services" means scheduled international air services on the specified routes for the carriage of passengers, baggage, cargo and mail, separately or in combination;
- j) the term "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail;
- k) the term "user charges" means the charges levied on the airlines for the use of airport, air navigation facilities, or facilities and services for aviation security and safety.

ARTICLE 2  
GRANT OF RIGHTS

1. Each Party grants to the other Party the rights specified in this Agreement, for the purpose of operating agreed services on the specified routes.
2. The designated airlines of the Parties shall enjoy, while operating the agreed services on the specified routes, the following rights:
  - a) to fly without landing across the territory of the other Party;
  - b) to make stops in the territory of the other Party for non-commercial purposes; and

c) to make stops in the territory of the other Party at points specified in the Annex to this Agreement for the purpose of taking on board and/or discharging passengers, cargo and mail, separately or in combination.

3. Nothing in this Article shall be deemed to confer on the designated airline of either Party the right to take on board passengers, cargo and mail carried for remuneration between the points in the territory of the other Party.

4. If due to armed conflict, political disturbances or other unusual circumstances the designated airlines of one Party are unable to operate the agreed services on the specified routes, the other Party shall use its best efforts to facilitate the operation of mentioned services on appropriate temporary routes, in accordance with the agreement between the Parties.

5. The designated airlines shall have the right to use all airways, airports and other facilities provided by the Parties on a non-discriminatory basis.

6. The airlines of each Party that are not designated in accordance with Article 3 of this Agreement, shall also enjoy the rights specified in paragraph 2 a) and b) of this Article.

### ARTICLE 3 DESIGNATION OF AIRLINES AND OPERATING AUTHORIZATION

1. Each Party shall have the right to designate in writing to the other Party one or more airlines for the purpose of operating the agreed services on the specified routes.

2. On receipt of the notice of designation mentioned in paragraph 1 of this Article, the Aeronautical Authorities of the other Party shall, subject to the provisions of this Article, without delay grant appropriate operating authorization to the designated airline, provided that:

a) in the case of the designated airline of the Republic of Serbia, the airline is substantially owned and effectively controlled by the Republic of Serbia, and/or by its nationals;

b) in the case of the designated airline of the Dominican Republic, the airline is substantially owned and effectively controlled by the Dominican Republic, and/or by its nationals.

3. The Aeronautical Authorities of one Party may, before granting the operating authorization, require the designated airline of the other Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities, in conformity with the provisions of the Convention.

4. An airline designated and authorized in accordance with the provisions of this Article, may begin to operate the agreed services at any time, provided that the other conditions prescribed by this Agreement are fulfilled.



ARTICLE 4  
REVOCATION AND SUSPENSION OF OPERATING AUTHORIZATION

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 the designated airline of the other Party, or to impose the conditions necessary for the exercise of these rights, if:

- a) it is not convinced that:
  - in the case of the designated airline of the Republic of Serbia, the airline is substantially owned and effectively controlled by the Republic of Serbia, and/or by its nationals; and
  - in the case of the designated airline of the Dominican Republic, the airline is substantially owned and effectively controlled by the Dominican Republic, and/or by its nationals;
- b) the airline fails to comply with the laws and regulations normally and reasonably applied to the operation of international air services by that Party, in accordance with the Convention;
- c) the airline otherwise fails to operate the agreed services in accordance with the conditions prescribed under this Agreement.
- d) If it is determined that the airline does not comply with established security provisions and aviation safety, Articles 13 and 14 of this Agreement.

2. Unless immediate revocation of an operating authorization, suspension of rights or imposition of the conditions mentioned in paragraph 1 of this Article is not necessary in order to prevent further infringements of laws and regulations, such right shall be exercised only after consultations with the other Party, in accordance with the Article 16 of this Agreement.

ARTICLE 5  
APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Party governing entry into, sojourn in and departure from its territory of aircraft engaged in international air services and the operation and navigation of such aircraft while in its territory, shall apply to the aircraft of the designated airline of the other Party.

2. The laws and regulations of one Party governing entry into, sojourn in and departure from its territory of passengers, baggage, crews, mail and cargo, that regard formalities of entry, immigration, passports, customs, currency and sanitary control shall be applicable to passengers, crews, baggage, mail and cargo taken on board the aircraft of the designated airline of the other Party while within the said territory.



ARTICLE 6  
RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Party, which have not expired, shall be recognized as valid by the other Party for the purpose of operating the agreed services on the specified routes, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which are established or may be established pursuant to the Convention.

2. Each Party reserves the right to refuse to recognize as valid, for the purpose of flights above its own territory, certificates of competency and licenses granted to or rendered valid for its own nationals by the other Party or by another State.

ARTICLE 7  
EXEMPTION FROM CUSTOMS, DUTIES AND TAXES

1. The aircraft operated in international air services by the designated airline of one Party, as well as their regular equipment, supplies of fuel and lubricants, aircraft supplies (including food, beverages and tobacco) on board such aircraft, shall be exempt from all customs and other import duties, inspection fees and other similar charges and taxes on arriving in the territory of the other Party, provided that such equipment, spare parts and supplies remain on board the aircraft until they leave the territory of that Party.

2. There shall also be exempt from the same duties, fees and charges, with the exception of charges corresponding to the services performed:

- a) lubricants destined to supply the aircraft operated on the agreed services by the designated airline of the other Party, even when those supplies are to be used on the part of the journey over the territory of the Party in which they are taken on board;
- b) spare parts including engines and regular equipment introduced into the territory of one Party for the maintenance or repair of aircraft used in the agreed services by the designated airline of the other Party;
- c) aircraft stores taken on board in the territory of one Party, intended for the use on board the aircraft engaged on the agreed services by the designated airline of the other Party;
- d) advertising materials, uniform items and airline documentation having no commercial value, used by the designated airlines of the other Party in the territory of the other Party.

The materials referred to in this paragraph may be required to be kept under customs supervision





or control.

3. The regular aircraft equipment, as well as the materials, supplies and spare parts retained on board the aircraft operated by the designated airline of either Party may be unloaded in the territory of the other Party only with the approval of the customs authorities of that other Party. In such a case, they may be placed under the supervision of the said customs authorities up to such time as they are ~~re-exported~~ or placed under the one of the customs-approved procedures, in accordance with customs regulations.

4. The exemptions provided for by this Article shall also be available in situations where the designated airline of either Party has entered into arrangements with another airline, for the loan or transfer in the territory of the other Party, of the regular equipment and the other items referred to in paragraph 1 of this Article, provided that that other airline enjoys the same exemption from that other Party.

#### ARTICLE 8 PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

1. Each Party shall provide fair and equal opportunities for the designated airlines of both Parties to compete freely in providing the agreed services.

2. There shall be no restriction on the capacity and the number of frequencies and type of aircraft to be operated by the designated airlines of both Parties on the agreed services (passenger, cargo, separately or in combination).

3. Each Party shall allow each designated airline to determine the frequency and capacity it offers on the agreed services. Neither Party shall unilaterally limit the volume of traffic, frequencies, regularity of service, nor aircraft type operated by the designated airlines of the other Party, except as may be required for customs, technical, operational or environmental requirements under uniform conditions consistent with Article 15 of the Convention.

4. Neither Party shall require the filing of schedules by the designated airlines of the other Party for approval, except as may be required on a non-discriminatory basis to enforce the uniform conditions foreseen by paragraph 3 of this Article or as may be specifically authorized in an Annex to 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 designated airlines.

#### ARTICLE 9 TARIFFS

1. Each Party may require prior notification to, or filing with its Aeronautical Authorities of tariffs to be charged for the operation of the agreed services.

2. Without limiting the application of general competition and consumer protection laws in each Party, intervention by the Parties shall be limited to:

- a) prevention of unreasonably discriminatory tariffs or practices;
- b) protection of consumers against tariffs that are unreasonably high or unreasonably restrictive due to either the abuse of a dominant position or to concerted practices among airlines; and
- c) protection of airlines against tariffs which are artificially low due to direct or indirect governmental subsidy or support.

3. Neither Party shall take unilateral action to prevent the inauguration or continuation of a tariff proposed to be charged or charged by the designated airlines of either Party for the operation of the agreed services. If either Party believes that any such tariff is inconsistent with the provisions set forth in this Article, it may request consultations and notify the other Party of the reasons for its dissatisfaction within fourteen (14) days from receiving the filing. These consultations shall be held not later than thirty (30) days after receipt of the request.

#### ARTICLE 10 DIRECT TRANSIT

1. 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 security measures against acts of violence, as well as transportation of narcotics and psychotropic substance.

2. Baggage and cargo in direct transit through the territory of one Party shall be exempt from the imposition of customs duties, taxes and charges in the territory of that Party.

#### ARTICLE 11 USER CHARGES

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 scheduled air services.

#### ARTICLE 12 COMMERCIAL ACTIVITIES

1. The designated airline of one Party shall have the right to establish in the territory of the other Party representative office for the purpose of the promotion of air transport and sale of transportation services, as well as of other ancillary products and provision of services required for the operation of air services, in accordance with the laws and regulations of that other Party.

2. The designated airline of one Party shall have the right, in accordance with the laws and regulations of the other Party relating to entry, residence and employment, to bring in and facilitate managerial, technical, operational and other specialists staff required for the operation of the agreed services to work.



3. The designated airline of one Party shall have the right to sale transportation services using its own transportation documents in the territory of the other Party, in accordance with the laws and regulations of that other Party. Sale may be executed directly in the representation offices of the designated airlines, or through its authorized agents.

4. Each Party shall grant to the designated airline of the other Party, upon request and after settling the tax obligations in accordance with the laws and regulations of that Party, the right to transfer the excess of receipts over expenditure earned in the territory of that other Party in connection with the operation of the international air services.

5. This transfer shall be effected in accordance with the laws and regulations in the territory of Party where transaction takes place and shall not be subject to any charges except the usual charges collected by banks for carrying out such transactions.

### ARTICLE 13 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, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Protocol for Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988 and The Convention on the Marking of Plastic Explosives for the Purpose of Detection, opened for signature at Montreal on 1 March 1991, as well as any other convention and protocol governing aviation security binding upon 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, its passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

3. The Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention to the extent that such security provisions and requirements are applicable to the Parties, and they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of international airports in their territory act in conformity with such aviation security provisions.

4. Each Party agrees that the operators of aircraft under paragraph 3 of this Article may be



required to observe the aviation security provisions referred to in the same paragraph, required by the other Party for entry into, departing from, or while within the territory of that other Party.

5. Each Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crews, 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.

#### ARTICLE 14 AVIATION SAFETY

1. Each Party may request consultations at any time concerning safety standards maintained by the other Party in any area relating to flight crews, aeronautical facilities, 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 are at least equal to or above the minimum standards established at that time pursuant to the Convention, the first Party shall notify the other Party of such findings and the steps considered necessary to conform with those minimum standards, while the other Party shall take the appropriate corrective action. Failure by the other Party to take appropriate action within fifteen (15) days, or such longer period as may be agreed shall constitute grounds for the application of Article 4 of this Agreement.

3. Pursuant to the Article 16 of the Convention, any aircraft operated by the designated airline of one Party on services to or from the territory of the other Party may, while within the territory of the other Party, be the subject of an inspection on board and around the aircraft by the authorised representatives of the other Party, provided this does not cause the 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 documents, and those of its crew and that the aircraft equipment and the condition of the aircraft conform with the Standards established at that time pursuant to the Convention (in this Article called "ramp inspection").

4. If any such ramp inspection or series of ramp inspections gives rise to:

- a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or



- b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention;

the Party which authorised representatives are carrying out the ramp inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft, or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated are not equal to or above the minimum standards established pursuant to the Convention.

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

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

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

#### ARTICLE 15 PROVISION OF STATISTICS

The Aeronautical Authorities of one Party shall supply the Aeronautical Authorities of the other Party, on request, periodic or other statements of statistics relating to the agreed services carried out within an agreed period.

#### ARTICLE 16 CONSULTATIONS

1. Either Party, or its Aeronautical Authorities, may at any time request consultations with the other Party, or its Aeronautical Authorities.

2. The consultations requested by one of the Parties, or its Aeronautical Authorities, shall begin within a period of sixty (60) days from the date of receipt of a written request, unless otherwise agreed.

#### ARTICLE 17 SETTLEMENT OF DISPUTES

1. If any dispute arises between the Parties relating to the interpretation or implementation of this Agreement, the Parties shall in first place endeavour to settle it by negotiations.

2. If the Parties fail to reach a settlement by negotiations, they may agree to refer the dispute for decision to some person or body. If they do not so agree, the dispute shall, at the request of either Party, be submitted for decision to a Arbitral Tribunal of three arbitrators, one to be nominated by each Party and the third to be appointed by the two so nominated. Each Party shall nominate an arbitrator within a period of sixty (60) days from the date of receipt of a notice by either Party from the other through diplomatic channels requesting arbitration of the dispute by such Tribunal and the third arbitrator shall be appointed within a further sixty (60) days. If either Party fails to nominate its arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the president of the Council of the International Civil Aviation Organization may be requested by either Party to appoint the arbitrator or arbitrators as the case requires. If the President of the Council of the International Civil Aviation Organization is a national of either Party, the Vice-President of the Council of the International Civil Aviation Organization, who is the national of a third state, may be asked to make the necessary appointments. In such a case, the third arbitrator shall be a national of a third state and shall act as President of the Arbitral Tribunal.

3. The Arbitral Tribunal shall determine its own procedure.

4. Each Party shall bear the cost of the arbitrator it has nominated, as well as the expenses of its representation in the arbitral proceedings. The costs of the President of the Arbitral Tribunal and any other costs shall be borne in equal parts by the Parties.

5. The Parties shall comply with any decision delivered by the Arbitral Tribunal.

#### ARTICLE 18 AMENDMENTS

1. If either Party considers it desirable to amend any provision of this Agreement, it may request a consultation between the Aeronautical Authorities of the Parties, in accordance with the Article 16 of this Agreement.

2. The amendments to the Agreement shall come into force on the date of the receipt of the last diplomatic note, notifying the Parties that all necessary internal procedures for the entry into force of such amendment have been fulfilled.

3. Any amendments to the Annex to the Agreement may be agreed directly between the Aeronautical Authorities of the Parties and shall enter into force when confirmed by an exchange of diplomatic notes.

#### ARTICLE 19 REGISTRATION OF THE AGREEMENT

This Agreement and any amendments to either the Agreement or its Annex shall be registered with the International Civil Aviation Organization by the Party in which territory the signing of the Agreement will take place.



ARTICLE 20  
CONFORMITY WITH MULTILATERAL AGREEMENTS

If any multilateral agreement relating to any issue incorporated in this Agreement comes into force for both Parties, the provisions of this Agreement and its Annex shall be amended so as to conform with the provisions of that multilateral agreement.

ARTICLE 21  
TERMINATION

Either Party may at any time give a notice to the other Party of its decision to terminate this Agreement. Such notice shall be simultaneously sent to the International Civil Aviation Organization. In such a case, this Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Party, unless the notice of termination is withdrawn by the agreement between the Parties before the expiry of this period. In the absence of acknowledgement of the receipt by the other Party, the notice shall be deemed to have been received fourteenth (14th) day after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 22  
ENTRY INTO FORCE

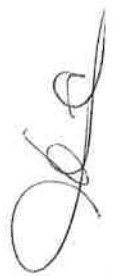
This Agreement shall enter into force on the date of the receipt of the last diplomatic note by which one Party notifies the other Party that the requirements prescribed by its internal legislation necessary for its entry into force have been fulfilled.

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

DONE at ..... on this .....day of ..... 20..., in duplicate, in Serbian, Spanish and English languages, all texts being equally authentic. In the case of any divergence of interpretation, the English text shall prevail.

FOR  
THE GOVERNMENT OF THE REPUBLIC  
OF SERBIA

FOR  
THE GOVERNMENT OF  
THE DOMINICAN REPUBLIC



ANNEX I

1. Routes which may be operated by the designated airline of the Republic of Serbia in both directions:

Points in the Republic of Serbia	Intermediate points	Points in the Dominican Republic	Points beyond
Any point	Any points	Any point	Any points

The designated airline of the Republic of Serbia may, on any flight, omit landing at any of the intermediate points or points beyond set forth in this section, provided that the agreed services begin at the point in the territory of the Republic of Serbia.

2. Routes which may be operated by the designated airline of the Dominican Republic in both directions:

Points in the Dominican Republic	Intermediate points	Points in the Republic of Serbia	Points beyond
Any point	Any points	Any point	Any points

The designated airline of the Dominican Republic may, on any flight, omit landing at any of the intermediate points or points beyond set forth in this section, provided that the agreed services begin at the point in the territory of the Dominican Republic

NOTES

3. Any intermediate points and points beyond may be served by the designated airlines of the Parties without exercising the fifth freedom traffic rights.

4. The designated airlines of the Parties may operate to/from any intermediate points and to/from any points beyond exercising full fifth freedom traffic rights without any restriction whatsoever, in any type of service (passenger, cargo, separately or in combination), upon the approval of the Aeronautical Authorities of the Parties.

5. In operating or holding out the agreed services on the specified routes, the designated airlines of the Parties exercise the right to enter into marketing co-operative arrangements, such as code share arrangements, with:

a) an airline or airlines of either Party; and



b) an airline or airlines of third country, provided that third country authorizes or allows comparable arrangements between the airlines of the other Party and other airlines on services to, from and via that country.

The Aeronautical Authorities of both Parties shall approve such arrangements on condition that all airlines concerned:

- a) hold the appropriate authorizations and traffic rights;
- b) meet the requirements normally applied to such arrangements; and
- c) in respect of every ticket sold, make it clear to the purchaser at the point of sale, as to which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

## ANNEX II

### Operations non-scheduled charter flights

1. The Parties agreed to provide a favorable and flexible treatment to requests for the airlines of both Parties to operate charter services between the two countries on a reciprocal basis, in accordance with the laws and regulations in force in each Party.
2. In this sense, each Party shall, on a reciprocal basis, will give early approval for carrying out operations of the charter flights of air services companies that are duly authorized by the other Party in accordance with the laws and regulations of each Party

