

## **MEMORANDUM OF UNDERSTANDING**

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Delegations representing the aeronautical authorities of Switzerland and the Dominican Republic met in Kuala Lumpur (Malaysia) on 21 October 2024.

The list of the two delegations is attached hereto (Attachment I).

### **1. AIR SERVICES AGREEMENT**

After careful consideration and having in mind the tremendous changes in international air transport in the past, both delegations signed a new Air Services Agreement (hereinafter referred to as ASA). Upon entry into force, it shall supersede the Agreement between the Swiss Federal Council and the Government of the Dominican Republic, concluded on 7 December 2000.

### **2. DESIGNATION**

In conformity with Article 5 of the ASA, the Swiss side designated Swiss International Air Lines Ltd. and Edelweiss Air AG and the delegation of the Dominican Republic will designate its airline at a later stage to perform air services on the agreed routes of the ASA.

### **3. TRAFFIC RIGHTS**

It was the mutual understanding that the designated airlines of both Contracting Parties can exercise full 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> freedom traffic rights for passengers and cargo operations without limitations of frequency/capacity on the agreed routes of the ASA.

### **4. CODE-SHARING**

Both delegations confirmed the implementation of the code-share provision in Article 12 para. 4 of the ASA as follows:

1. When operating or holding out (i.e. selling transportation under its own code on flights operated by another airline) the agreed services on the specified routes or on any sector of the routes, the airlines of each Contracting Party designated as the operating airline and/or the non-operating (hereinafter referred to as the "marketing") airline,

may enter into co-operative marketing arrangements such as blocked space or code sharing with:

- an airline or airlines of the same Contracting Party;
  - an airline or airlines of the other Contracting Party; and
  - an airline or airlines of third countries. Should such a third Party not authorize or allow comparable arrangements between the airlines of the other Contracting Party and other airlines on services to, from and via such third country, the aeronautical authorities of the concerned Contracting Party have the right not to accept such arrangements.
2. All airlines involved in code-share arrangements shall hold the appropriate route and traffic rights.
  3. No fifth freedom rights shall be exercised on code-share services by the marketing airlines.
  4. Code-share services shall meet the regulatory requirements normally applied to such operations by the Contracting Parties, such as protection of information to passengers, safety, security, liability and any other requirements generally applied to other airlines operating international traffic.
  5. Where selling facilities are available, the marketing airline shall clearly inform passengers at the point of sale of the services, of the airline that will operate each sector of the services.
  6. The designated airline of each Contracting Party shall notify the aeronautical authority of the other Contracting Party about the route, frequencies, flight code and reference of the airlines operating on the route within a period of at least thirty (30) days before the start of the operation.

## **5. LEASING**

Both delegations agreed to give favourable consideration to any request by the designated airlines of either Contracting Parties in respect of wet-lease operations, provided all necessary safety and security requirements are met.

## **6. NON-SCHEDULED OPERATIONS**

Charter flights and other non-scheduled flights operated by air carriers of one Contracting Party into or from the territory of either Contracting Party are subject to national laws and regulations governing the authorization of charter flights or non-scheduled flights.


**7. MISCELLANEOUS**

This Memorandum of Understanding supersedes the Memorandum of Understanding signed on December 7, 2000, the Memorandum of Understanding signed on December 9, 2021 and the Memorandum of Understanding signed on December 4, 2023.

Both delegations agreed that the contents of this Memorandum of Understanding will come into effect as from the date of its signature.

Done at Kuala Lumpur (Malaysia) on 21 October 2024.

For the Swiss delegation:



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Mr. Laurent Noël  
Lead Negotiator Air Services Agreements

For the delegation of the Dominican Republic:



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Mr. Héctor Porcella Dumas  
President of the Civil Aviation Board

**Delegation of Switzerland**

**Mr. Laurent Noël**

Lead Negotiator Air Services Agreements  
Federal Office of Civil Aviation (FOCA)

Head of delegation

**Mr. Christian Andres**

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**Mr. Marcel Kägi**

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**M. Patrick Oberson**

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**Delegation of the Dominican Republic**

**Mr. Hector Porcella Dumas**

President of the Civil Aviation Board  
Alternate Representative of the Permanent Mission  
of the Dominican Republic to ICAO.

Head of delegation

**Mrs. Bernarda Franco Candelario**

Secretary of the Civil Aviation Board.

**Mrs. Noelia Rivera Guevara**

Vice Legal Consultant to the Executive Branch

**Mrs. María Luisa Hernández**

Coordinator of International Agreements  
Civil Aviation Board.