

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

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**AIR SERVICES AGREEMENT
BETWEEN
THE GOVERNMENT OF THE DOMINICAN REPUBLIC
AND
THE GOVERNMENT OF THE REPUBLIC OF KENYA**

The Government of the Dominican Republic and the Government of the Republic of Kenya hereinafter referred to as the "Parties";

Desiring to promote an international aviation system based on competition among airlines;

Desiring to favor the rise of international air transport, by putting air transport networks which are able to provide air services to meet the needs of the traveling and shipping public;

Desiring to make it possible for airlines to offer the traveling and shipping public competitive prices and services in open markets;

Desiring to ensure the highest degree of safety and security in international air transport, and reaffirming their profound concern about acts and threats against the safety of civil aviation, which jeopardize the safety of person or property, adversely affect the operation of air transportation, and undermine public confidence in the security of civil aviation;

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

Have agreed as follows:

**ARTICLE 1
DEFINITIONS**

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

- (a) "Convention" means the Convention of International Civil Aviation opened for signature at Chicago on 7 December 1944, and includes any Annex thereto adopted under Article 90 of that Convention, and any amendment to the Convention or its Annexes adopted under Articles 90 and 94 of the Convention, insofar as such Annexes and amendments have become effective for both Parties;
- (b) "Agreement" means this Agreement, its Annexes and any amendments thereto;
- (c) "Aeronautical authorities" means:
 - (i) In the case of the Dominican Republic, the Civil Aviation Board;

(ii) In the case of the Republic of Kenya, the Cabinet Secretary in charge of civil aviation;

and or in both cases, any person or body authorized to perform functions at present exercisable by the above-mentioned authorities or similar functions;

- (d) "Agreed services" means the air services established on the specified routes pursuant to the Annex to the present Agreement;
- (e) "Air service", "international air services", "airline" and "stop for non-traffic purposes", have the meanings respectively assigned to them in Article 96 of the Convention;
- (f) "Designated airline" means an airline or airlines designated by one Party and authorized by the other Party in accordance with Article 3 of this Agreement;
- (g) "Aircraft equipment", "stores", and "spare parts" have the meaning respectively assigned to them in Annex 9 of the Convention;
- (h) "Specified routes" means routes specified in the Annex to the present Agreement;
- (i) "Tariffs" means the prices to be paid for the carriage of passengers, baggage, cargo and the conditions under which these prices apply, including prices, commissions and conditions of agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail;
- j) in either case the terms "Sovereignty" and "Territory" in relation to a State have the meaning in accordance with the provisions of Article 1 and 2 of the Chicago Convention. Sovereignty: "The States recognize that every State has completely exclusive sovereignty over the airspace above its territory." Territory: "For the purposes of this Convention the territory of a State shall be deemed to be the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or mandate of such State."
- (k) "User charges" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo.
- (l) "ICAO" designates the International Civil Aviation Organization

For the avoidance of doubt, all references to the singular shall include the plural and all references to the plural shall include the singular.

ARTICLE 2
GRANT OF TRAFFIC RIGHTS

1. Each Party grants to the other Party the rights specified in the present Agreement for the conduct of international air services on the specified routes.
2. Subject to the provisions of the present Agreement, the designated airlines of each Party, during the conduct of international air services, shall enjoy the following rights:
 - a) The right to fly across the territory of the other Party without landing;
 - b) The right to make stops in the territory of the Party for non-traffic purposes;
 - c) The right to make stops in the said territory, at the points specified for that route in the Annex to this Agreement, for the purpose of putting down and taking on international traffic in passengers, cargo and mail, separately or in combination carried for compensation;
3. The airline(s) of each Party, other than those designated under Article 3 (Designation and Authorization) of this Agreement, shall also enjoy the right specified in subparagraphs (a) and (b) of paragraph 2 of this Article. That airline shall be required to meet other conditions prescribed under laws and regulations normally applied to the operation of the international air transport services by the Party considering the application.
4. Nothing in this Article shall be deemed to confer on the airline(s) of one Party the rights to take on board, in the territory of the other Party, passengers, their baggage, cargo, or mail carried for compensation and destined for another point in the territory of that other Party.

ARTICLE 3
DESIGNATION AND AUTHORISATION

1. Each Party has the right to designate one or more airlines as it wishes for the purpose of operating the agreed services on the specified routes, and to withdraw or alter such designations. The designation shall be transmitted to the other Party in writing and shall specify whether the airline is authorized to conduct the type of air services on the specified routes.
2. On receipt of such a designation, and of application from the designated airline, in the form and manner prescribed for operating authorization, the other Party shall grant the appropriate authorizations with minimum procedural delay, provided that:
 - a) That designated airline is constituted under the laws of the Parties that designates it, and that it has its domicile and main business office in the territory of said Party; effective regulatory control of that airline is vested in the Party that designated that airline;

b) The designated airline is holder of an air operator certificate or any other equivalent document which is valid in accordance with the laws and regulations in force in the Party designating the airline;

c) The designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of air services by the Party considering the application(s); and

d) The Party that designated the airline is maintaining and administering the standards set forth in Article 12 (Aviation Safety) and Article 13 (Aviation Security) of this agreement.

ARTICLE 4 WITHHOLDING, REVOCATION, SUSPENSION OR LIMITATION OF OPERATING AUTHORISATIONS

1. Each Party shall have the right to withhold, revoke, suspend, limit or impose conditions on the operating authorizations of the airline designated by the other Party where:

a) That the designated airline is not constituted under the laws of the Parties that designates it, and that its domicile and main business office is not located in the territory of said State, effective regulatory control of that airline are not vested in the other Party;

b) The designated airline does not hold an air operator certificate or any other equivalent document which is valid in accordance with the laws and regulations in force of the Party designating the airline;

c) The designated airline has failed to meet any condition prescribed under the laws and regulations normally applied to the operation of international air services by the Party considering the application or applications; or

d) The designated airline has failed to comply with the provision set forth in Articles 12 (Aviation Safety) and Article 13 (Aviation Security).

e) Unless immediate measures are essential to prevent further non-compliance with subparagraphs (c) or (d) of paragraph 1 of this Article, the rights established by this Article shall be exercised only after consultations with the Party designating the airline, in accordance with the provisions set forth in Article 22 (Consultations and Amendments) of the present Agreement.

ARTICLE 5 FAIR COMPETITION AND OPERATION OF AIR SERVICES

1. Each Party shall provide to all designated airlines of both Parties fair and equal opportunity to compete in operating air services governed by this Agreement.

2. Each Party shall allow each designated airline(s) to determine the frequency and capacity of the international air service it offers based on commercial considerations of the marketplace.
3. Consistent with this right, neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational, or environmental reasons, consistent with Article 15 of the Convention.

ARTICLE 6 APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Party relating to admission to, flight within or departure from its territory of an aircraft of designated airline(s) engaged in international air navigation, or to the operation or navigation of such aircraft while within its territory, shall apply to the aircraft upon entering or departing from or while within the territory of that Party.
2. The laws and regulations of one Party relating to entry into, stay in, or departure from its territory of passengers, baggage, crew, cargo or mail, such as laws and regulations relating to entry, exit, emigration, immigration, passports as well as customs and health or sanitary measures, shall apply to passengers, baggage, crew, cargo and mail carried by the aircraft of the designated airline(s) of the other Party upon entry into or departure from or while within the territory of the first Party.
3. In general, in the application of laws and regulations in force, neither Party shall give preference to its own nor any other airlines over designated airline of the other Party engaged in similar international air services.

ARTICLE 7 DIRECT TRANSIT

Passengers, baggage and cargo in direct transit through the territory of either Party and not leaving the area of the airport reserved for such purpose, shall be subject to a simplified control. Passengers, baggage and cargo in direct transit through the territory of either Party and not leaving the area of the airport reserved for such purpose shall be subject to further examination for reasons of aviation security, narcotics control, and prevention of illegal entry or in special circumstances.

ARTICLE 8 USER CHARGES

1. Neither Party shall impose or permit to be imposed on the designated airline or airlines of the other Party user charges higher than those imposed on its own airlines operating similar international air services.

2. The charges applied to airlines for the use of airports, their facilities and other facilities and services, as well as any charges for the use of air navigation facilities, communication and services, will be established in accordance with the laws and regulations of each Party

ARTICLE 9 TARIFFS

1. Each Party shall allow prices for air services to be decided by each designated airline based on commercial considerations in the marketplace. Intervention by the Parties shall be limited to:

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

2. Prices for international air transportation between the territories of the Parties shall not be required to be filed. Neither Party shall require the notification or filing by a designated airline of the other Party of prices charged by charterers to the public, except as may be required on a non-discriminatory basis for information purposes. Notwithstanding the foregoing, the designated airlines of the Parties shall provide access, on request, to information on existing and proposed prices to the aeronautical authorities of the Parties in a manner and format acceptable to those aeronautical authorities for the purposes of this Article.

3. Except as otherwise provided in this Article, neither Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by a designated airline of either Party for international air transport.

4. If a Party believes that a price proposed to be charged by a designated airline of the other Party for international air transportation is inconsistent with 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 price 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 to the contrary, the previously existing price shall continue in effect.

ARTICLE 10 EXCHANGE OF INFORMATION

The aeronautical authorities of each Party shall provide to the aeronautical authorities of the other Party, on request, information relating to the traffic carried on the agreed services by the respective designated airline (s). Such information shall include statistics and other information required in determining the amount of traffic carried by those airlines on the agreed services.

ARTICLE 11 RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid in accordance with the laws and regulations of one Party and still in force, shall be recognized as valid by the other Party for the purpose of operating the specified routes, provided that the requirements under which such certificates and licenses are issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.
2. Each Party reserves the right, however, to refuse to recognize as valid, for the purpose of flights within its own territory, certificates of competency and licenses granted to its own nationals by the other Party.

ARTICLE 12 AVIATION SAFETY

1. Each Party may request consultations at any time concerning the safety standards maintained by the other Party in areas relating to aeronautical facilities, flight crew, aircraft and the consultations shall take place within thirty (30) day 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 the minimum standards established at that time pursuant to the Convention, the first Party shall notify the other Party of those findings and of the steps considered necessary to conform with those minimum standards established at that time pursuant to the Convention, and the other Party shall take 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 be grounds for the application of subparagraph (e) of paragraph 1 of Article 4 (Withholding, Revocation, Suspension, or Limitation of Operating Authorizations) of this Agreement.

3. Pursuant to Article 16 of the Convention, it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the airlines of one Party on services to or from the territory of the other Party may, while within the territory of the other Party, be made the subject of an examination by the authorized representatives of the other Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspections gives rise to:

(a) Serious concerns that an aircraft or the operation of effective 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 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 licenses 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 airline or airlines of one Party in accordance with paragraph 3 of this Article is denied by a representative of that airline or airlines, 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 in that paragraph.

6. Each Party reserves the right to suspend or vary the operating authorization of an airline or airlines of the other Party immediately in the event the first Party 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 the safety of an airline operation.

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

ARTICLE 13 AVIATION SECURITY

1. Consistent with their rights and obligation 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 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 the Montreal on 23 September 1971, the Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 25 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991 as well as with any other convention and protocol relating to the security of civil aviation which both Parties adhere to.

2. The Parties shall provide, upon request, all practicable assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. The Parties 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 are applicable to the Parties. Each Party shall require that operators of aircraft of their registry, or operators of aircraft who have their principal place of business or permanent residence in its territory, and the operators of airports in its territory, act in conformity with such aviation security provisions.
4. Each Party agrees that such operators of aircrafts shall be required to observe the aviation security provisions referred to in paragraphs 3 of this Article required by the other Party for entry into, departure from, or 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, carry-on items, and baggage, cargo and aircraft stores prior to and during boarding or loading. Each Party shall also give sympathetic consideration to any request from the other Party for reasonable special security measures to meet a particular threat.
5. When an incident or threat of an incident of unlawful seizures of civil aircraft or other unlawful act 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.
6. When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, that Party may request immediate consultations with the other Party.

7. Without prejudice to Article 4 (Withholding, Revocation, Suspension or Limitation of Operating Authorizations) of this Agreement, failure to reach a satisfactory agreement within fifteen (15) days from the date of such request will constitute grounds to withhold, revoke, suspend, limit or impose conditions on the operating authorization of the air carriers of both Parties.
8. When required by an immediate and extraordinary threat, a Party may take interim action prior to the expiry of fifteen (15) days.
9. Any action taken in accordance with paragraph 8 above shall be discontinued upon compliance by the other Party with the provisions of this Article.

ARTICLE 14

EXEMPTION FROM CUSTOMS DUTIES AND OTHER TAXES

1. Aircraft operated, for the agreed services, by the designated airline(s) of either Party, as well as any aircraft equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft are exempt from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Party, provided that such time as they are re-exported or are used on the part of the journey performed over that territory.
2. Subject to paragraph 3 of this Article, they are also exempt from customs duties, inspection fees and similar charges:
 - a) Aircraft stores taken on board in the territory of a Party; within limits fixed by the aeronautical authorities of that Party, and for use on board outbound aircraft engaged on an agreed service of the other Party;
 - b) Spare parts, introduced into the territory of either Party for the maintenance or repair of aircrafts used, for the agreed services, by the designated airline(s) of the other Party;
 - c) Lubricants, and consumable technical supplies, to be supplied to an inbound/ transiting/ outbound aircraft operated, on agreed services, by the designated Airline(s) of the other Party, even when such supplies are to be used on the part of the journey performed over the territory of the Party in which they are taken on board.
3. Materials and supplies referred to in subparagraphs (a), (b) and (c) of paragraph 2 of this Article, may be subject to customs surveillance or control, of two Parties.
4. Baggage and cargo in direct transit are exempt from customs duties and other similar taxes provided that these will be under customs surveillance or control.
5. The regular airborne equipment, as well as the materials and supplies retained on board an aircraft of the designated airline(s) 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 and

such customs authorities may require that such equipment, materials and supplies be placed under their surveillance up to such time as they are re-exported or otherwise disposed of in accordance with customs laws and regulations.

ARTICLE 15 COMMERCIAL ACTIVITIES

1. In operating or holding out the Air Services on the Specified Routes, each Designated Airline of a Party may enter into commercial and/or cooperative marketing arrangements under the following conditions:
 - a. the commercial and/or cooperative marketing arrangements may include, but shall not be limited to blocked-space, code-sharing and leasing arrangements, with:
 - i. the Airline(s) of the same Party;
 - ii. the Airline(s) of the other Party, including domestic code share; and
 - iii. the Airline(s) of the third country.
 - b. the operating Airline(s) involved in the co-operative marketing arrangements shall hold the underlying traffic rights including the route rights and the Capacity entitlements and meet the requirements normally applied to such arrangements;
 - c. all marketing Airlines involved in the co-operating arrangements should comply with the requirements normally applied to such arrangements;
 - d. the total Capacity operated by the Air Services performed under such arrangements shall be counted only against the Capacity entitlement of the Party designating the operating Airline(s). The Capacity offered by the marketing Airline(s) on such services shall not be counted against the Capacity entitlement of the Party designating that Airline;
 - e. When holding out services for sale under such arrangements, the Airline concerned, or its agent shall make it clear to the purchaser at the point of sale as to which Airline shall be the operating Airline on each sector of the service and with which Airline(s) the purchaser is entering into the contractual relationship;
 - f. These provisions shall be applicable to passenger, combination and all-cargo services.

ARTICLE 16 LEASING

1. The designated airlines of each Party shall have the right to perform the agreed services on the specified routes using aircraft (or aircraft and crew) leased from any company, including

other airlines, subject to being authorized to use aircraft on such basis by the aeronautical authority of both Parties.

2. In order to use aircraft on a lease basis in accordance with paragraph (1) of this Article, the designated airlines shall also be required to meet the conditions prescribed under the law and regulations normally applied to the operation of international air services by the Parties.

ARTICLE 17 CHANGE OF GAUGE

On any international segment or segments of the agreed routes, a designated airline 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) the transportation beyond such point is a continuation of the transportation from the territory of the Party that has designated the airline and, in the inbound direction, the transportation to the territory of the Party that has designated the airline is a continuation of the transportation from beyond such point.

ARTICLE 18 GROUND HANDLING

1. Subject to applicable safety provisions, including ICAO Standards and Recommended Practices (SARPs) contained in Annexes 6 and 17, and in accordance with local laws and regulations, each Party shall authorize airline(s) of the other Party, at each airline(s) choice, to:
 - a) Perform its own ground handling services;
 - b) Join with others in forming a services-providing entity; and/or
 - c) Select among competing service providers.
2. Where the laws, regulations or contractual provisions of each Party limit or preclude self-handling, each designated airline shall be treated in a non-discriminatory manner with regard to ground handling services offered by a provider or duly authorized providers.
3. The exercise of the rights provided in paragraph 1 of this Article shall be subject to the physical or operational limitations resulting from considerations of safety or aviation security at the airport.

ARTICLE 19 INTERMODAL SERVICES

Notwithstanding any other provision of this Agreement, 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 in the territories of the Parties or in third countries, including transport to and

from all airports with customs facilities, and including, where applicable, the right 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 other indirect providers of cargo 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 20 COMPUTER RESERVATION SYSTEM (CRS)

Each Party shall apply the ICAO Code of Conduct for the Regulation and Operation of Computer Reservation Systems within its territory consistent with other applicable regulations and obligations concerning computer reservation systems.

ARTICLE 21 APPROVAL OF SCHEDULES

1. Subject to the laws and regulations of each Party, the designated airline of each Party shall submit its envisaged flight schedules for approval to the aeronautical authorities of the other Party at least thirty (30) days prior to the operation of the agreed services. The same procedure shall apply to any modification thereof.
2. For supplementary flights which designated airlines 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 usually be submitted at least three (3) working days prior to the operation of such flights.

ARTICLE 22 CONSULTATIONS AND AMENDMENTS

1. In a spirit of close cooperation, the aeronautical authorities of the Parties shall consult with each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the Annex attached hereto and shall consult whenever necessary to provide for amendment to this Agreement or the Annex.
2. Either Party may request consultations, which may be through discussions or by correspondence. Consultations shall begin within a period of thirty (30) days from the date the other Party receives a written request, unless otherwise agreed by both Party.

3. Any amendment of this Agreement, or its Annex, shall be affected by an exchange of diplomatic notes and shall enter into force on such date as is provided for by the latter note.

**ARTICLE 23
MULTILATERAL AGREEMENTS**

If both Parties become parties to a multilateral agreement that addresses matters covered by the present Agreement, they shall consult to determine whether the present Agreement should be revised to take into account the multilateral agreement.

**ARTICLE 24
SETTLEMENT OF DISPUTES**

- (1) If any dispute arises between the Parties relating to the interpretation or implementation of this Agreement, the aeronautical authorities of the two Parties shall in the first place settle the dispute by negotiation.
- (2) If the aeronautical authorities of the Parties fail to reach a settlement of the said dispute, the Parties shall settle such dispute through diplomatic channels.

**ARTICLE 25
REGISTRATION OF AGREEMENT**

This Agreement and any subsequent amendments thereto shall be registered with the International Civil Aviation Organization by the Parties.

**ARTICLE 26
TERMINATION OF AGREEMENT**

Either Party may, at any time, give notice in writing, through the diplomatic channel, to the other Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Party, or after any shorter period of time as may be agreed by both Parties, unless the notice to terminate is withdrawn by agreement before the expiry 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 the International Civil Aviation Organization.

**ARTICLE 27
ENTRY INTO FORCE**

This Agreement and its Annex shall be applied provisionally from the date of its signature and shall enter into force on the date of the receipt of the last notification, through diplomatic channels, by which the Parties notify each other that the internal legal procedures necessary for its entry into force have been fulfilled.

IN WITNESS WHERE OF the undersigned, being duly authorized by their respective Governments, have signed this Agreement;

Done at on this.....day.....of in two original in the Spanish and English languages, all texts being equally authentic. In case of any divergence in interpretation of the provisions of this Agreement, the English text shall prevail.

**FOR
THE GOVERNMENT OF THE DOMINICAN
REPUBLIC**

**FOR
THE GOVERNMENT OF
THE REPUBLIC OF KENYA**



ANNEX I

ROUTES

1. Routes to be operated by the designate Airlines of the Dominican Republic:

Points in the Dominican Republic	Intermediate points	Points in	Beyond Points
Any point or points	Any point or points	Any point or points	Any point or points

2. Routes to be operated by the designate Airlines of the Republic of Kenya:

Points In Republic of Kenya:	Intermediate points	Points in the Dominican Republic	Beyond Points
Any point or points	Any point or points	Any point or points	Any point or points

Note 1: Any point or all intermediate points and/or beyond points on the specified routes may, at the discretion of each airline, be omitted on any or all flights.

Operational flexibility:

Each designated airline may, in any or all of its flights and its option:

1. operate flights in either or both directions;
2. combine different flight numbers within one aircraft operation;
3. exercise of 5th Freedom Traffic Rights shall subject to approval by the Aeronautical Authorities.