

A G R E E M E N T

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF POLAND

AND

**THE GOVERNMENT OF THE DOMINICAN REPUBLIC
ON AIR SERVICES**

The Government of the Republic of Poland and the Government of the Dominican Republic, hereinafter referred to as "the Contracting Parties";

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

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

Have agreed as follows:



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Article 1
DEFINITIONS

For the purpose of this Agreement, unless the context otherwise requires:

- a) the term "Convention" means the Convention on International Civil Aviation done at Chicago on 7 December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or of the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties;
- b) the term "aeronautical authorities" means in the case of the Republic of Poland, the President of the Civil Aviation Authority, and, in the case of the Dominican Republic, the Civil Aviation Board or, in both cases, any other authority or person legally empowered to perform the functions exercised by the said authorities;
- c) the term "Agreement" means this Agreement, Annex thereto and any amendments to the Agreement or to the Annex;
- d) the term "designated airline" means an airline which has been designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement;
- e) the terms "agreed service" and "specified route" mean international air service pursuant to Article 2 (Grant of Rights) of this Agreement and the route specified in the Annex to this Agreement, respectively;
- f) 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 performed by the airline in connection with air transportation, but excluding remuneration and conditions for the carriage of mail;



- g) the term "stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo and/or mail in air transportation;
- h) the term "Territory" in relation to a State, means the land areas and territorial waters adjacent thereto and the air space above them under the sovereignty of that State ".
- i) the term "Member State" means State that is a contracting party to EU Treaties;
- j) the term "EU Treaties" means the Treaty on European Union and the Treaty on the Functioning of the European Union;
- k) the term "Air Operator's Certificate" means a document issued to an airline which affirms that the airline in question has the professional ability and organization to secure the safe operation of aircraft for the aviation activities specified in the certificate;
- l) the term "user charges" means a charge made to airlines by the competent authority or permitted by that authority to be made for the provision of airport property or facilities or of air navigation facilities, including facilities for overflights, or related services and facilities for aircraft, their crews, passengers and cargo.

Article 2
APPLICABILITY OF THE CONVENTION

The provisions of this agreement shall be a subject to the provisions of the Convention insofar as those provisions are applicable to international air services.



Article 3 GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the following rights for establishing and operating international air services by the airlines designated by that other Contracting Party:

- a) the right to fly across its territory without landing;
- b) the right to make stops in its territory for non-traffic purposes;
- c) the right to make stops in its territory at the points specified in the Annex to this Agreement for the purpose of taking on board and discharging passengers, baggage and cargo, including mail, separately or in combination; and
- d) the rights otherwise specified in this Agreement for the purposes of operating international air services on the routes specified in the Annex to this Agreement.

2. The airlines of each Contracting Party, other than those designated under Article 3 (Designation and Authorization) shall also enjoy the rights specified in paragraphs 1 a) and b) of this Article.

3. Nothing in paragraph 1 of this Article shall be deemed to confer on a designated airline of one Contracting Party the right to take on board, in the territory of the other Contracting Party, passengers, baggage and cargo, including mail, carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

Article 4 DESIGNATION AND AUTHORIZATION

1. Each Contracting Party shall have the right to designate the airlines for the purpose of operating the agreed services on the routes specified in the Annex to this Agreement and to alter or substitute such designations. Such designations shall be notified in writing by the aeronautical authority of one Contracting Party to the aeronautical authority of the other Contracting Party.



2. On receipt of such a designation and of applications from the designated airline, in the form and manner prescribed for operating authorizations and technical permissions, the other Contracting Party shall grant the appropriate authorizations and permissions with minimum procedural delay, provided:

- a) in the case of an airline designated by the Republic of Poland:
 - i. the airline is established, under the EU Treaties, in the territory of the Republic of Poland and has a valid Operating Licence in accordance with European Union law; and
 - ii. effective regulatory control of the airline is exercised and maintained by the Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation; and
 - iii. the airline is owned, directly or through majority ownership, and it is effectively controlled by Member States and/or nationals of Member States and/or by European Free Trade Association States and/or nationals of such States;

- b) in the case of an airline designated by the Dominican Republic:
 - i. the airline is incorporated under the laws of the state that designates it, and that it has its principle place of business in the territory of said State, and has a valid Operating Licence in accordance with the law of the Dominican Republic; and
 - ii. the effective regulatory control of the airline is exercised and maintained by the Dominican Republic responsible for issuing its Air Operator's Certificate

c) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Contracting Party considering the application or applications.

3. When an airline has been so designated and authorized it may begin to operate the agreed services, provided that the airline complies with the provisions of this Agreement, as well as with the national requirements concerning operating permits if applicable.



Article 5
REFUSAL, REVOCATION, SUSPENSION AND LIMITATION OF
AUTHORIZATION

1. Either Contracting Party may refuse, revoke, suspend or limit the operating authorization or technical permissions of an airline designated by the other Contracting Party where:

a) in the case of an airline designated by the Republic of Poland:

i. the airline is not established, under the EU Treaties, in the territory of the Republic of Poland or does not have a valid Operating Licence in accordance with European Union law; or

ii. effective regulatory control of the airline is not exercised or not maintained by the Member State responsible for issuing its Air Operator's Certificate or the relevant aeronautical authority is not clearly identified in the designation; or

iii. the airline is not owned, directly or through majority ownership, or it is not effectively controlled by the Member States and/or nationals of Member States and/or by European Free Trade Association States and/or nationals of such States; or

b) in the case of an airline designated by the Dominican Republic:

~~the airline is not incorporated under the laws of the state that designates it, and it has not its principle place of business in the territory of said State, and has not a valid Operating Licence in accordance with the law of the Dominican Republic; or~~

ii. the effective regulatory control of the airline is not exercised or not maintained by the Dominican Republic responsible for issuing its Air Operator Certificate.

c) in the case of failure by that airline to comply with the laws or regulations normally applied by the Contracting Party granting those rights; or

d) if the airline otherwise fails to operate in accordance with the conditions prescribed under the Agreement.



2. In exercising its rights under paragraph 1 of this Article, the Dominican Republic shall not discriminate between European Union airlines on the grounds of nationality.

3. Unless immediate action is essential to prevent further non-compliance, the rights enumerated in paragraph 1 of this Article shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party in conformity with Article 20 (Consultations) of this Agreement.

Article 6 APPLICATION OF LAWS

1. The laws, regulations and procedures of the State of one Contracting Party relating to the admission to, remaining in or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft shall be complied with by the designated airline of the other Contracting Party upon entrance into, departure from and while within the said territory.

2. The laws, regulations and procedures of the State of one Contracting Party relating to entry, clearance, immigration, passports, customs and quarantine shall be complied with by the designated airline of the other Contracting Party and by or on behalf of its crews, passengers and cargo, including mail upon admission to, departure from and while within the territory of such Contracting Party.

Article 7 GROUND HANDLING

1. Subject to the laws and regulations of the State of each Contracting Party including, the applicable safety regulations, including the Recommended Standards and Methods (SARPs) that appear in Annex 6 and 17 to the Convention, in the case of the Republic of Poland, European Union law, each designated airline shall have in the territory of the other Contracting Party the right to perform its own ground handling (in this Article called "self-handling") or, at its option, the right to select among competing suppliers that provide ground handling services in whole or in part. Where such laws and regulations, contractual obligations or limit or preclude self-handling and where there is no effective competition between suppliers that provide ground handling services, each designated airline shall be treated on a non-discriminatory basis as regards



their access to self-handling and ground handling services provided by a supplier or suppliers duly authorized.

2. The exercise of the rights provided in paragraph 1 of this Article may be subject only to physical or operational limitations that result from considerations of safety or aviation security at the airport.

Article 8 CUSTOMS DUTIES

1. Aircraft operated in international air services by the designated airlines of either Contracting Party, as well as their regular equipment, spare parts (including engines) supplies of fuel and lubricants (including hydraulic fluids) and aircraft stores (including food, beverages, liquor, tobacco and other products for sale to or use by passengers in limited quantities during flight) on board such aircraft shall be exempt from customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Contracting Party to the extent possible under applicable legislation provided these aircraft are re-exported and such equipment, spare parts, supplies and stores remain on board those aircraft up to such time as they are re-exported.

2. There shall also be exempt from the same duties, fees and taxes to the extent possible under applicable legislation of the State of each Contracting Party, with the exception of charges corresponding to the performed service:

- a) aircraft stores taken on board in the territory of either Contracting Party within limits fixed by the competent authorities of the said Contracting Party, and destined for use on board outbound aircraft operated on an international service by the designated airlines of the other Contracting Party;
- b) spare parts (including engines) and regular equipment entered into the territory of one Contracting Party and destined for the maintenance or repair of aircraft engaged in an international service by the designated airlines of the other Contracting Party;
- c) lubricants (including hydraulic fluids) to supply aircraft engaged in an international service by the designated airlines of the other Contracting Party even when these supplies are to be used on the part of the flight performed over the territory of the Contracting Party in which they are taken on board;



d) advertising materials, having no commercial value used by the designated airlines of each Contracting Party in the territory of the other Contracting Party.

3. If national laws and regulations of the State of either Contracting Party so require, materials referred to in paragraphs 1 and 2 of this Article shall be kept under customs supervision of the said Contracting Party.

4. The regular airborne equipment as well as materials and supplies retained on board of the aircraft operated by the designated airlines of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of such territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of with the consent of the same authorities.


5. Passengers, baggage, cargo and mail in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose may be subject to an aviation security control. Baggage, cargo and mail in direct transit shall be exempt from customs duties and other similar taxes.

Article 9 CAPACITY

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to compete in operating the agreed services on the specified routes.

2. the designated airlines of either Contracting Party may operate air services on the specified routes up to maximum frequencies which shall be agreed between the aeronautical authorities of the Contracting Parties.

3. Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air transport it offers, according to commercial and market-based considerations within the capacity entitlements agreed between the aeronautical authorities of the Contracting Parties in accordance with paragraph 2 of this Article. Neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the airlines designated by the other Contracting Party, except as may be required according to the terms of this Agreement or by such uniform conditions as may be contemplated by the



Convention. Neither Contracting Party shall allow its designated airline or airlines, either in conjunction with any other airline or airlines or separately, to abuse market power in a way which has or is likely or intended to have the effect of severely weakening a competitor or excluding a competitor from a route.

Article 10 TIMETABLES

1. The designated airlines of either Contracting Party shall submit or notify, to the aeronautical authorities of the other Contracting Party for approval or registration, thirty (30) days in advance, the timetable of its intended services, specifying the frequency, times of operations, type of aircraft, configuration and number of seats to be made available to the public.

2. Any subsequent changes to the approved timetable of a designated airline shall be submitted for approval or notify for registration to the aeronautical authorities of the other Contracting Party.

Article 11 TARIFFS

1. Each Contracting Party shall allow tariffs for air services to be established freely by each designated airline on the basis of fair competition.

2. The Contracting Parties may require, for information purposes only, notification of tariffs to its aeronautical authorities.

Article 12 COMMERCIAL OPPORTUNITIES

1. The designated airlines of each Contracting Party shall be entitled to establish their branches, offices and/or representations in the territory of the other Contracting Party, in accordance with the laws and regulations of the State of that other Contracting Party.

2. The designated airlines of each Contracting Party shall be allowed to bring in and maintain in the territory of the other Contracting Party, in accordance with the laws and regulations of the State of that other Contracting



Party, their own staff who are required for the provision and promotion of air services.

3. On the basis of reciprocity and in accordance with the laws and regulations of the State of the other Contracting Party, the designated airlines of each Contracting Party shall have the right to engage in the sale of air transportation documents in the territory of the other Contracting Party directly and, at its discretion, through its agents. Each designated airline shall have the right to sell its air transportation documents in the currency of the other Contracting Party or in freely convertible currencies in accordance with the foreign exchange regulations in force.

Article 13 TRANSFER OF EARNINGS

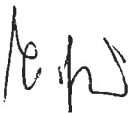
Each Contracting Party grants to the designated airlines of the other Contracting Party the right of conversion and transfer of excess of receipts over expenditure, earned in its territory in connection with the carriage of passengers, baggage, cargo, including mail, on the agreed services. The conversion and transfer shall be made at the market rate of exchange applicable to current transactions and in accordance with the foreign exchange regulations being in force in each Contracting Party.

Article 14 USER CHARGES

Charges applied in the territory of either Contracting Party to the operations of the designated airlines of the other Contracting Party for the use of airports open to public use, air navigation services and other aviation facilities in the territory of the first Contracting Party shall be just reasonable and according to the laws and regulations of each Party, collected in accordance with uniform conditions applicable without discrimination as to the nationality of the aircraft concerned.

Article 15 CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licences, issued or validated in accordance with the laws and regulations of the State of one Contracting Party, including, in the case of the Republic of Poland, the laws and regulations of the European Union, and unexpired shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed



services, provided that such certificates and licences were issued or validated, equal or above the minimum standards established under the Convention.

2. Each Contracting Party reserves the right, however, to refuse to recognize as valid, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

Article 16 **AVIATION SECURITY**

1. Consistent with their rights and obligations under international law, the Contracting 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 Contracting 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 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, done at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on 23 September 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 23 September 1971, done at Montreal on 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, done at Montreal on 1 March 1991 and any other multilateral agreement relating to the security of civil aviation to which both Contracting Parties have acceded.

2. The Contracting 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, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

3. The Contracting 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 Contracting Parties. They shall require that operators of aircraft of their registry or operators of aircraft which have their principal place of business or permanent residence in the territory of the Contracting Parties or, in the case of the Republic of Poland, operators of aircraft which are established in its territory under the EU Treaties

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and have valid Operating Licences in accordance with European Union law, and the operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that its operators of aircraft shall be required to observe, for entry into, departure from or while within the territory of the other Contracting Party, aviation security provisions in conformity with the law in force in that State, including, in the case of the Republic of Poland, European Union law. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding and loading.

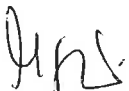
5. Each Contracting Party shall give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

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 occur, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

7. When a Party has reasonable grounds to believe that the other Party does not conform to the provisions of aviation security in 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 after the date of such request shall constitute grounds for suspending, revoking, limiting or imposing conditions on the exploitation authorization and technical permits of an airline or airlines designated by that Part. When required by an emergency, a Party may take provisional measures before the expiration of fifteen (15) days. Any action taken in accordance with this paragraph shall cease at the time of compliance by the other Party with the security provisions of this article.

Article 17 **SAFETY**

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aeronautical facilities, aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within thirty (30) days from the receipt of that request.



2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and the other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of Article 5 (Refusal, Revocation, Suspension and Limitation of Authorization) of this Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the airline or airlines of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the other Contracting 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 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 Contracting Party carrying out the 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 or on behalf of a designated airline of one



Contracting Party in accordance with paragraph 3 of this Article is denied by the representative of that airline, the other Contracting 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 Contracting Party reserves the right to suspend or vary the operating authorization of an airline or airlines of the other Contracting Party immediately in the event the first Contracting 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 Contracting 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.

8. Where the Republic of Poland has designated an airline whose regulatory control is exercised and maintained by another Member State, the rights of the Dominican Republic under the safety provisions shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other Member State and in respect of the operating authorization of that airline.

Article 18 STATISTICS

The aeronautical authorities of each Contracting Party shall provide the aeronautical authorities of the other Contracting Party, upon request, with periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the operation of the agreed services.

Article 19 SETTLEMENT OF DISPUTES

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

2. If the Parties do not reach an agreement through consultations and negotiations between the aeronautical authorities, they will try to resolve the dispute through the diplomatic channel



3. If the Contracting Parties fail to reach an agreement in accordance with paragraph 2, the Contracting Parties may agree to refer the dispute for decision to a mutually agreed person or body, or either Contracting Party may submit the dispute for decision to a Tribunal of three arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two arbitrators so nominated, provided that such third arbitrator shall not be a national of the State of either Contracting Party. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other Contracting Party of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a period of sixty (60) days from the appointment of the second arbitrator. If either of the Contracting Parties fails to nominate an 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 Contracting Party to appoint an arbitrator or arbitrators as the case requires. If the President is of the same nationality as one of the Contracting Parties, the most senior vice-president who is not disqualified on that ground, shall make the appointment.

4. The arbitral tribunal shall determine its own procedure. The decision of the arbitral tribunal shall be binding on the Contracting Parties.

5. Each Contracting Party shall pay the expenses of the arbitrator it has nominated. The remaining expenses of the arbitral tribunal shall be shared equally by the Contracting Parties.

6. If and as long as either Contracting Party fails to comply with any decision given under paragraph 3 of this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Contracting Party in default or to the designated airline in default.

Article 20 CONSULTATIONS

1. Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement.

2. Such consultations, which may be held between the aeronautical authorities of the Contracting Parties, shall begin within a period of sixty (60) days from the date of receipt of such request by the other Contracting Party, unless otherwise agreed upon by the Contracting Parties.



Article 21
REGISTRATION

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

Article 22
AMENDMENTS

1. Either of the Contracting Parties may at any time propose to the other Contracting Party any amendment which it considers desirable to this Agreement. Consultations on the modification of the Agreement, which may be conducted through discussion or by correspondence between the aeronautical authorities of the Contracting Parties, shall begin within a period of sixty (60) days from the date of the receipt of that proposal, unless otherwise agreed by the Contracting Parties.

2. If one Contracting Party considers it desirable to amend the Annex to this Agreement, the aeronautical authorities of both Contracting Parties may agree upon such amendment.

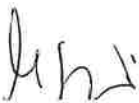
3. Any amendment to this Agreement or its Annex pursuant to paragraph 1 or 2 of this Article shall come into effect in accordance with the procedure specified in Article 23 paragraph 2.

Article 23
MULTILATERAL AGREEMENTS

If a multilateral agreement concerning air transport comes into force in respect of both Contracting Parties, this Agreement shall be amended by negotiations between the Contracting Parties so as to conform to the provisions of such agreement.

Article 24
ENTRY INTO FORCE

1. This Agreement is concluded for an indeterminate period.



2. This Agreement shall be approved pursuant to the national legislation of the State of each Contracting Party which shall be confirmed by exchange of diplomatic notes. This Agreement shall come into force on the day of the receipt of the latter of diplomatic notes confirming that the Contracting Parties have completed procedures required for the entry into force of this Agreement.

3. This Agreement shall be provisionally applied from the date of its signature.

**Article 25
TERMINATION**

1. Either Contracting Party may, at any time, give notice through the diplomatic channels to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization.

2. This Agreement shall terminate twelve (12) months from the date on which the notice was received by the other Contracting Party unless the notice to terminate is withdrawn by agreement of the Contracting Parties before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting 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.

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

DONE in duplicate at....., thisday of.....
20.....in the Polish, Spanish and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

For the Government of the
Republic of Poland

For the Government of the
Dominican Republic



ANNEX

I. Route Schedule

Routes to be operated by the designated airlines of the Republic of Poland:

Points in the territory of the Republic of Poland	Intermediate points	Points in the territory of the Dominican Republic	Points beyond
Any points	Any points	Any points	Any points

Routes to be operated by the designated airlines of the Dominican Republic:

Points in the territory of the Dominican Republic	Intermediate points	Points in the territory of the Republic of Poland	Points beyond
Any points	Any points	Any points	Any points

Notes:

1. The designated airlines of each Contracting Party may on any or all flights omit stops at any intermediate point and point beyond on a specified route provided that air services begin or end in the territory of the Contracting Party which has designated the airline.

2. The intermediate and beyond points on the above routes to be operated with fifth freedom traffic rights by the designated airlines, shall be agreed upon between the aeronautical authorities of the two Contracting Parties.

II. Code-sharing

1. In operating or holding out services on the specified routes, any designated airline of one Contracting Party may enter into cooperative marketing arrangements such as blocked-space, code-sharing or leasing arrangements, with:

- a) an airline or airlines of the same Contracting Party;
- b) an airline or airlines of the other Contracting Party; and
- c) an airline or airlines of a third State,

provided that all airlines in such arrangements:

- i. hold the appropriate authority;
 - ii. meet the requirements normally applied to such arrangements; and
 - ii. in respect of any ticket sold, the airlines make it clear to the purchaser at the point of sale which airline or airlines will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.
2. The designated airlines of the Contracting Parties, when code-sharing in the above arrangements, shall be allowed to hold out as marketing carrier any number of services.

III. Intermodal transportation

The designated airlines and indirect providers of cargo transportation of the Contracting Parties shall be permitted, without restriction, to employ in connection with international air transportation any surface transportation for cargo to or from any points within or outside the territories of the Contracting Parties, 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. The designated 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 informed as to the facts concerning such transportation.

