

AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF ANTIGUA AND BARBUDA AND THE GOVERNMENT OF DOMINICAN REPUBLIC

Preamble

The Government of Antigua and Barbuda 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 7 December 1944;

Desiring to contribute to the progress of international civil aviation;

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

Have agreed as follows:

Article 1 Definitions

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

- a) "air transportation" means the public carriage by aircraft of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;
- b) "aeronautical authorities" means, in the case of Antigua and Barbuda the Minister responsible for Air Transportation; in the case of the Dominican Republic the Civil Aviation Board; or in both cases any other authority or person empowered to perform the functions now exercised by the said authorities;
- c) "agreement" means this Agreement, its Annex, and any amendments thereto;
- d) "capacity" is the amount (s) of services provided under the agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo offered in a market (city pair, or country-to-country) or on a route during a specific period, such as daily, weekly, seasonally or annually;
- e) "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 Convention under Articles 90 and 94, insofar as such Annexes and amendments have become effective for both Parties;
- f) "designated airline" means an airline which has been designated and authorized in accordance with Article 3 of this Agreement;
- g) "domestic air transportation" is air transportation in which passengers, baggage, cargo and mail which are taken on board in a State's territory are destined to another point in that same State's territory;
- h) "ICAO" means the International Civil Aviation Organization;
- i) "intermodal air transportation" means the public carriage by aircraft and by one or more surface modes of transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;

- j) "international air transportation" is air transportation in which the passengers, baggage, cargo and mail which are taken on board in the territory of one State are destined to another State;
- k) "Party" is a State which has formally agreed to be bound by this agreement;
- l) "price" means any fare, rate or charge for the carriage of passengers, baggage and/or cargo (excluding mail) in air transportation (including any other mode of transportation in connection therewith) charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge;
- m) "territory" in relation to a State means the land, adjacent territorial waters and the airspace above them under the sovereignty of the State;
- o) "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 aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo; and
- p) "air service", "international air service", "airline", and "stop for non-traffic purposes", have the meanings assigned to them in Article 96 of the Convention.

Article 2

Grant of rights

1. Each Party grants to the other Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Route Schedule.
2. Subject to the provisions of this Agreement, the airline(s) designated by each Party shall enjoy the following rights:
 - a) the right to fly without landing across the territory of the other Party;
 - b) the right to make stops in the territory of the other Party for non-traffic purposes;
 - c) the rights otherwise specified in this Agreement.
3. The airlines of each Party, other than those designated under Article 3 of this Agreement, shall also enjoy the rights specified in paragraphs 2 a) and b) of this Article.

Article 3

Designation and authorization

1. Each Party shall have the right to designate in writing to the other Party up to two (2) airlines to operate the agreed services in accordance with this Agreement and to withdraw or alter such designation.
2. On receipt of such a designation, and of application from the designated airline, in the form and manner prescribed for operating authorization and technical permission, each Party shall grant the appropriate operating authorization with minimum procedural delay, provided that:
 - a. the airline is under the effective regulatory control of the designating State and have domicile established in this State.
 - b. the Party designating the airline is in compliance with the provisions set forth in Article 8 (Safety) and Article 9 (Aviation Security).

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- c. the designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.

Article 4

Withholding, revocation and limitation of authorization

1. The Aeronautical Authorities of each Party shall have the right to withhold the authorization referred to in Article 3 of this Agreement with respect to an airline designated by the other Party, and to revoke, suspend or impose conditions of such authorizations, temporarily or permanently:
 - a. in the event that they are not satisfied that the airline is under the effective regulatory control and does not have domicile established in this State.
 - b. in the event of failure of the Party designating the airline to comply with the provisions set forth in Article 8 (Safety) and Article 9 (Aviation Security) and,
 - c. in the event of failure that such designated airline is qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation.

Article 5

Application of laws

1. The laws and regulations of one Party governing entry into and departure from its territory of aircraft engaged in international air services, or the operation and navigation of such aircraft while within its territory, shall be applied to aircraft of the designated airline of the other Party.
2. The laws and regulations of one Party relating to the entry into, stay in and departure from its territory of passengers, crew and cargo including mail such as those regarding immigration, customs, currency and health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airline of the other Party while they are within the said territory.
3. Neither Party shall give preference to its own or any other airline over a designated airline of the other Party engaged in similar international air transportation in the application of its immigration, customs, quarantine and similar regulations.

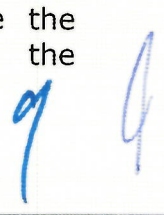
Article 6

Direct transit

Passengers, baggage and cargo in direct transit through the territory of any Party and not leaving the area of the airport reserved for such purpose shall not undergo any examination except for reasons of aviation security, narcotics control, prevention of illegal entry or in special circumstances.

Article 7

Recognition of certificates

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Party and still in force shall be recognized as valid by the other Party for the purpose of operating the agreed services provided that the requirements under which such certificates and licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.
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2. If the privileges or conditions of the licenses or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the minimum standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the other Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.
3. Each Party reserves the right, however, to refuse to recognize for the purpose of flights above or landing within its own territory, certificates of competency and licenses granted to its own nationals by the other Party.

Article 8

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 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 that meet the Standards established at that time pursuant to the *Convention*, the other Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO Standards. The other Party shall then take appropriate corrective action within an agreed time period.
3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Party, on service to or from the territory of another Party, may, while within the territory of the other Party be the subject of a search by the authorized representatives of the other Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Chicago Convention, the purpose of this search is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the Standards established at that time pursuant to the Convention.
4. If any such 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 Chicago Convention;

the Party carrying out the inspection shall, for the purposes of Article 33 of the Chicago 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 Chicago 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

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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. When an urgent action is essential to ensure the safety of an airline operation, each Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Party.
7. Any action by one Party in accordance with paragraph 4 above shall be discontinued once the basis for the taking of that action ceases to exist.
8. With reference to paragraph 2, if it is determined that one Party remains in non-compliance with ICAO Standards when the agreed time period has lapsed, the Secretary General of ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

Article 9

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 and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 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 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 Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by ICAO and designated as Annexes to the Convention; 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 airports in their territory act in conformity with such aviation security provisions.
4. Each Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3) above 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, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Party shall also give sympathetic consideration to any request from the

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other Party for reasonable special security measures to meet a particular threat.

5. 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.
6. When a Party has reasonable grounds to believe that the other Party has departed from the provisions of this Article, the first Party may request consultations. Such consultations shall start within fifteen (15) days of receipt of such a request from either Party. Failure to reach a satisfactory agreement within fifteen (15) days from the start of consultations shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the airline or airlines designated by the other Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Party may take interim action at any time.

Article 10 **Security of travel documents**

1. Each Party agrees to adopt measures to ensure the security of their passports and other travel documents.
2. In this regard, each Party agrees to establish controls on the lawful creation, issuance, verification and use of passports and other travel documents and identity documents issued by, or on behalf of, that Party.
3. Each Party also agrees to establish or improve procedures to ensure that travel and identity documents issued by it are of such quality that they cannot easily be misused and cannot readily be unlawfully altered, replicated or issued.
4. Pursuant to the objectives above, each Party shall issue their travel documents in accordance with ICAO Doc 9303, *Machine Readable Travel*.
5. Each Party further agrees to exchange operational information regarding forged or counterfeit travel documents, and to cooperate with the other to strengthen resistance to travel document fraud, including the forgery or counterfeiting of travel documents, the use of forged or counterfeit travel documents, the use of valid travel documents by imposters, the misuse of authentic travel documents by rightful holders in furtherance of the commission of an offence, the use of expired or revoked travel documents, and the use of fraudulently obtained travel documents.

Article 11 **Inadmissible and undocumented passengers and deportees**

1. Each Party agrees to establish effective border controls.
2. In this regard, each Party agrees to implement the Standards and Recommended Practices of Annex 9 to the Convention concerning inadmissible and undocumented passengers and deportees in order to enhance cooperation to combat illegal migration.

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Article 12

User Charges

1. Neither Party shall impose or permit to be imposed on the designated airlines of the other Party user charges higher than those imposed on its own airlines operating similar international services.
2. The fees applied for the use of airports, their facilities and other facilities and services, as well as any charge for the use of air navigation facilities, communication and services, will be established in accordance with the laws and regulations of each Party.
3. Each Party shall encourage consultations on user charges between its competent charging authority and airlines using the service and facilities provided by those charging authorities, where practicable through those airlines' representative organizations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Party shall further encourage its competent charging authority and such users to exchange appropriate information concerning user charges.


Article 13

Customs duties

1. Each Party shall on the basis of reciprocity exempt a designated airline of the other Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees and other national duties and charges not based on the cost of services provided on arrival on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores and other items such as printed ticket stock, air waybills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charge by that designated airline intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline of such other Party operating the agreed services.
2. The exemptions granted by this article shall apply to the items referred to in paragraph 1:
 - a) introduced into the territory of the Party by or on behalf of the designated airline of the other Party;
 - b) Retained on board aircraft of the designated airline of one Party upon arrival in or leaving the territory of the other Party.
3. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of a 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 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 in accordance with customs regulations.

Article 14

Taxation

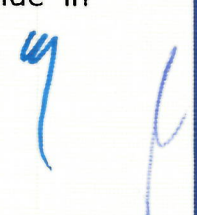
1. The earnings obtained from the operation of the aircraft of a designated airline engaged in international air service will be taxed according to the legislative provisions of each country.
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2. Where a special agreement for the avoidance of double taxation with respect to taxes on income and on capital exists between the Parties, the provisions of the latter shall prevail.

Article 15 Capacity

1. Each Party shall allow each designated airline to determine the frequency and capacity of the international air transportation it offers based on commercial considerations of the marketplace.
2. 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 under uniform conditions consistent with Article 15 of the Convention.
3. Neither Party shall impose on the other Party's designated airlines a first refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to the capacity, frequency or traffic which would be inconsistent with the purposes of this Agreement.
4. Neither Party shall require the filing of schedules. 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 of the other Party.

Article 16 Pricing

1. Prices for international air transportation services operated pursuant to this agreement shall be established freely by the airlines and shall not be subject to approval. The Parties may however require the prices charged for services originating in its territory to be filed by the airlines.
 2. The intervention of the Parties shall be limited to:
 - a) Prevent discriminatory practices or unreasonably discriminatory rates;
 - b) Protect consumers regarding excessively high or restrictive tariffs arising from abuse of a dominant position;
 - c) Protect the airlines regarding artificially low rates derived from a support or direct or indirect government subsidy or unfair competition.
 3. A Party may require that the prices charged by the airlines, are submitted to the responsible authorities for registration purposes within a period not exceeding 15 days before the start of the offered price, whether electronically or any other method.
 4. Each Party may request consultation in relation to any tariff of an airline of either Party for services covered by this Agreement, including where the relative rates have been subject to a notice of disagreement. These consultations will be held no later than 30 days after receipt of the request. If the Parties reach an agreement with respect to a price for which a notification of nonconformity has been given, each Party shall make its best efforts to implement this agreement in force. But if no agreement is reached, the tariff in question will enter or continue in force.
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Article 17

Safeguards

1. The Parties agree that the following airline practices may be regarded as possible unfair competitive practices which may merit closer examination:
 - a) charging fares and rates on routes at levels which are, in the aggregate, insufficient to cover the costs of providing the services to which they relate;
 - b) the addition of excessive capacity or frequency of service;
 - c) the practices in question are sustained rather than temporary;
 - d) the practices in question have a serious negative economic effect on, or cause significant damage to, another airline;
 - e) the practices in question reflect an apparent intent or have the probable effect, of crippling, excluding or driving another airline from the market; and
 - f) behaviour indicating an abuse of dominant position on the route.
2. If the aeronautical authorities of one Party consider that an operation or operations intended or conducted by the designated airline of the other Party may constitute unfair competitive behaviour in accordance with the indicators listed in paragraph 1, they may request consultation in accordance with Article 28 with a view to resolving the problem. Any such request shall be accompanied by notice of the reasons for the request, and the consultation shall begin within 15 days of the request.
3. If the Parties fail to reach a resolution of the problem through consultations, either Party may invoke the dispute resolution mechanism under Article 29 to resolve the dispute.

Article 18

Competition laws

1. Each designated airline shall have a fair competitive environment under the competition laws of the Parties.
2. The Parties shall inform each other about their competition laws, policies and practices or changes thereto, and any particular objectives thereof, which could affect the operation of air transport services under this agreement and shall identify the authorities responsible for their implementation.
3. The Parties shall, to the extent permitted under their own laws and regulations, assist each other's airlines by providing guidance as to the compatibility of any proposed airline practice with their competition laws, policies and practices.
4. The Parties shall notify each other whenever they consider that there may be incompatibility between the application of their competition laws, policies and practices and the matters related to the operation of this Agreement; the consultation process contained in this Agreement shall, if so requested by either Party, be used to determine whether such a conflict exists and to seek ways of resolving or minimizing it.
5. The Parties shall notify one another of their intention to begin proceedings against each other's airline(s) or of the institution of any relevant private legal actions under their competition laws which may come to their attention.
6. Without prejudice to the right of action of either Party the consultation process contained in this agreement shall be used whenever either Party so requests and should aim to identify the respective interests of the

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Parties and the likely implications arising from the particular competition law action.

7. The Parties shall endeavour to reach agreement during such consultations, having due regard to the relevant interests of each Party and to alternative means which might also achieve the objectives of that competition law action.
8. In the event agreement is not reached, each Party shall, in implementing its competition laws, policies and practices, give full and sympathetic consideration to the views expressed by the other Party and shall have regard to international comity, moderation and restraint.
9. The Party under whose competition laws a private legal action has been instituted shall facilitate access by the other Party to the relevant judicial body and/or, as appropriate, provide information to that body. Such information could include its own foreign relations interests, the interests of the other Party as notified by that Party and, if possible, the results of any consultation with that other Party concerning the action.
10. The Parties shall cooperate, to the extent not precluded by their national laws or policies and in accordance with any applicable international obligations, in allowing the disclosure by their airlines or other nationals of information pertinent to a competition law action to the competent authorities of each other, provided that such cooperation or disclosure would not be contrary to their significant national interests.
11. While an action taken by the competition law authorities of one Party is the subject of consultations with the other Party, the Party in whose territory the action is being taken shall, pending the outcome of these consultations, refrain from requiring the disclosure of information situated in the territory of the other Party and that other Party shall refrain from applying any blocking legislation.

Article 19

Currency conversion and remittance of earnings

1. The designated airline of each one of the Parties will be free to transfer from the territory of sale to its national territory, excess earnings with regards to the costs obtained in the territory of sale. In this net transfer, the earnings from the sale will be included, carried out directly or through an agent of the air transport services and the auxiliary and supplementary services, as well as the normal commercial interest obtained from these earnings, while they are in deposit waiting to be transferred.
2. These transfers will be carried out without prejudice to the fiscal obligations that operate in the territory of the Parties.
3. The designated airlines in each one of the Parties will receive the authorization within the regulatory period so that these transfers will be carried out by the exchange of money freely convertible to the exchange rate applicable in the date of the request.

Article 20

Sale and marketing of air service products

1. Each Party shall accord airlines of the other Party the right to sell and market international air services and related products in its territory (directly or through agents or other intermediaries of the airline's choice), including the right to establish offices, both on-line and off-line.
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2. Each airline shall have the right to sell transportation in the currency of that territory or, at its discretion, in freely convertible currencies of other countries, and any person shall be free to purchase such transportation in currencies accepted by that airline.

Article 21
Non-national personnel and access to local services

Each Party shall permit designated airlines of the other Party to:

- a) bring in to its territory and maintain non-national employees who perform managerial, commercial, technical, operational and other specialist duties which are required for the provision of air transport services, consistent with the laws and regulations of the receiving State concerning entry, residence and employment; and
- b) use the services and personnel of any other organization, company or airline operating in its territory and authorized to provide such services.

Article 22
Change of gauge

1. 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.
2. The designated airline shall ensure that passengers are informed of any changes in gauge and any stops on the routes.

Article 23
Ground handling

1. Subject to applicable safety provisions, including ICAO Standards and Recommended Practices (SARPs) contained in Annexes 6 and 17, each Party shall authorize airline(s) of the other Party, at each airline's choice, to:
 - a) Perform its own ground handling services;
 - b) Select among competing service providers.
 2. An air carrier is permitted to choose freely from among the alternatives available and to combine or change its option, except where this is demonstrably impractical under provisions contained in the national regulations, contractual obligations assumed by the Parties, where constrained by relevant safety and security considerations at airports.
 3. When the scale of airport operations of the Parties limit or make impossible the exercise of the rights mentioned, each designated airline will be treated in a non-discriminatory manner with regards to the service of ground assistance offered by the authorized provider or providers.
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Article 24
Codesharing/Cooperative arrangements

1. In operating or holding out the authorized services on the agreed routes, any designated airline of one Party may enter into cooperative marketing arrangements such as joint venture, blocked space or codesharing arrangements, with:
 - a) an airline or airlines of either Party;
 - b) an airline or airlines of a third country; and
 - c) a surface transportation provider of any country,

Provided that all airlines in such arrangements 1) hold the appropriate authority and 2) meet the requirements normally applied to such arrangements.

2. The Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to codeshared flights operating to or from their territory and that, as a minimum, passengers be provided with the necessary information in the following ways:
 - a) orally and, if possible, in writing at the time of booking;
 - b) in written form, on the ticket itself and/or (if not possible), on the itinerary document accompanying the ticket or on any other document replacing the ticket, such as a written confirmation, including information on whom to contact in case of a problem and a clear indication of which airline is responsible in case of damage or accident; and
 - c) orally again, by the airline's ground staff at all stages of the journey.
3. The airlines are required to file for approval any proposed cooperative arrangement with the aeronautical authorities of both Parties at least 60 days before its proposed introduction.

Article 25
Aircraft leasing



1. Either Party may prevent the use of leased aircraft for services under this agreement which does not comply with Articles 8 and 9.
3. Subject to paragraph 1, the designated airlines of each Party may operate services under this agreement by using leased aircraft which meet applicable safety and security requirements.

Article 26
Intermodal services

Each designated airline may use surface modes of transport without restriction in conjunction with the international air transport of passengers and cargo.

Article 27
Environmental Protection

The Parties support the need to protect the environment by promoting the sustainable development of aviation. The Parties agree with regard to operations between their respective territories to comply with the ICAO Standards and Recommended Practices (SARPs) of Annex 16 and the existing ICAO policy and guidance on environmental protection.



Article 28 Consultations

1. Either Party may, at any time, request consultation on the interpretation, application, implementation or amendment of this Agreement or compliance with this Agreement.
2. Such consultations which may be through discussion or by correspondence, shall begin within a period of 60 days from the date the other Party receives a written request, unless otherwise agreed by the Parties.

Article 29 Settlement of disputes

1. Any dispute that may arise between the Parties regarding the interpretation or application of this Agreement, except those that may arise in relation to Safety and Aviation Safety, Article 8 (Safety) and Article 9 (Safety of Aviation), the aeronautical authorities will try, in the first instance, to solve them through consultations and negotiations.
2. If the Aeronautical Authorities of the Parties do not reach an agreement through consultations and negotiations, between the aeronautical authorities, they will try to resolve the dispute through diplomatic channels.

Article 30 Amendments


1. Either Party may at any time request consultation with the other Party for the purpose of amending the present Agreement or its Annexes. Such consultation shall begin within a period of sixty (60) days from the date of receipt of such request. Such consultations may be conducted through discussion or by correspondence.
2. Any amendment shall enter into force when confirmed by an exchange of diplomatic notes.

Article 31 Multilateral agreements

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

Article 32 Termination

Either Party may, at any time, give notice in writing, through diplomatic channels, to the other Party of its intention to terminate this Agreement. Such notice shall be simultaneously communicated to ICAO. This Agreement shall terminate at midnight at the place of receipt of the notice immediately before the first anniversary of the date of receipt of the notice by the other Party, unless the notice is withdrawn by agreement before the end of this 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 receipt of the notice by ICAO.



Article 33
Registration with ICAO

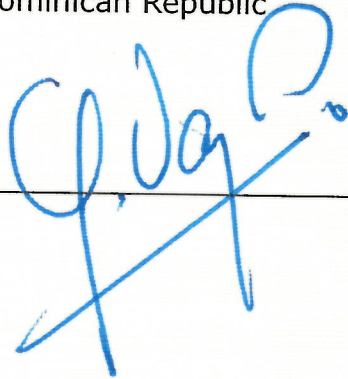
This Agreement and any amendment thereto shall be registered upon its ratification with the International Civil Aviation Organization by Antigua and Barbuda and/or the Dominican Republic.

Article 34
Entry into force

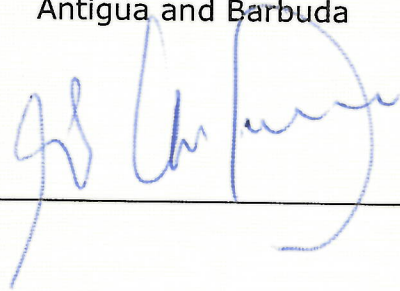
This Agreement shall be applied and enter into force thirty (30) days after both Parties have notified each other through diplomatic channels that their constitutional procedures for the entry into force of this agreement have been completed.

Signed in Saint John's, Antigua and Barbuda, in 7 July of 2019, in two originals in the Spanish and English languages, all equally authentic texts. In case of any divergence in the interpretation of the provisions of this Agreement, the English text shall prevail.

For the Government of the
Dominican Republic

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For the Government of
Antigua and Barbuda

A handwritten signature in blue ink, appearing to be 'J. B. P.', written over a horizontal line.

Annex I

Route schedules

A. Routes to be operated by the designated airline or airlines of Antigua and Barbuda:

Between all international airports in Antigua and Barbuda and all international airports in the Dominican Republic with intermediate points at the French Antilles, Dominica, St Kitts and Nevis, St Maarten, the British Virgin Islands, U.S. Virgin Islands, Puerto Rico and with beyond points in Haiti, Jamaica and Cuba.

B. Routes to be operated by the designated airline or airlines of Dominican Republic:

Between all international airports in the Dominican Republic and all international airports in Antigua and Barbuda, with intermediate points at Puerto Rico, U.S. Virgin Islands, the British Virgin Islands, St Maarten, St Kitts and Nevis, Dominica, Haiti and Jamaica, and with beyond points in the French Antilles, Barbados, and Trinidad and Tobago.

Operational flexibility

The designated airlines of either Party may, on any or all flights and at its option:

1. operate flights in either or both directions;
2. combine different flight numbers within one aircraft operation;
3. serve intermediate and beyond points in the territories of the Parties on the routes in any combination and in any order;
4. omit stops at any point or points;
5. transfer traffic (including codesharing operations) from any of its aircraft to any-other aircraft at any point on the routes; and
6. serve points behind any point in its territory with or without change of aircraft or flight number and advertise such services to the public as services; without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under the present Agreement; provided that, (with the exception of all-cargo services) the service serves a point in the territory of the Party designating the airlines.

The designated airline shall ensure that passengers are informed of any changes in gauge and any stops on the routes.

7. For air cargo services, both Parties will benefit with up to and including 7th freedom rights of the air.



Annex II
Non-scheduled/Charter operations

Airlines of each Party have the right to carry international charter traffic of passengers (and their accompanying baggage) and/or cargo (including, but not limited to a combination of passenger/cargo charters).

Each Party shall, subject to reciprocity, promptly attend to requests for non-scheduled operations or charter airlines that are duly authorized by the other Party.

The provisions relating to the application of Law, Recognition of Certificates and Licenses, Safety, Aviation Security, User Fees, Customs Duties, Local Taxes, Rates, Currency Conversion and Transfer of earnings, Ground Handling Services, Statistics, and Consultations of this Agreement shall also apply to non-scheduled/charter flights operated by the airlines of a Party to and from the territory of the other Party.

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