AGREEMENT BETWEEN THE KINGDOM OF THE NETHERLANDS AND THE DOMINICAN REPUBLIC FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

PREAMBLE

The Kingdom of the Netherlands

and

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 guarantee the highest level of safety and security in International Air Service;

Desiring to conclude an Agreement to replace the Agreement between the Kingdom of the Netherlands and the Dominican Republic for Air Services between and beyond their respective Territories, signed in Santo Domingo on 15 December 1998;

Have agreed as follows:

CHAPTER I Introduction

Article 1 Definitions

- 1. For the purpose of this Agreement:
 - a. the term "Aeronautical Authorities" means for the Kingdom of the Netherlands, the Minister of Infrastructure and Water Management; and, for the Dominican Republic, the Civil Aviation Board;
 - the terms "Agreed Service" and "Specified Route" mean International Air Service pursuant to this Agreement and the route specified in the Annex to this Agreement respectively;
 - the term "Agreement" means this Agreement, its Annex, as well as any amendment to this Agreement or the Annex;
 - d. the terms "Air Service", "International Air Service", "Airline" and "stop for non-traffic purposes" shall have the meaning respectively assigned to them in Article 96 of the Convention;
 - e. the term "Change of Aircraft" means the operation of one of the Agreed Services by a Designated Airline in such a way that one or more sectors of the Specified Route are flown by different aircraft;
 - f. the term "the Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or the Convention



under Articles 90 and 94 thereof, insofar as those Annexes and amendments have become effective for, or been ratified by both Parties;

- g. the term "Designated Airline" means the Airline which has been designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement;
- the term "Stores" means articles, of a readily consumable nature, for use or sale on board an aircraft during flight including commissary supplies;
 - i. the term "Tariff" means any amount, excluding governmental levies, charged or to be charged by the Airline, directly or through their agents, to any person or entity for the carriage of passengers (and their baggage) and cargo (excluding mail) in air transportation, including:
 - the conditions governing the availability and applicability of a Tariff; and
 - ii. the charges and conditions for any services ancillary to such carriage which are offered by the Airline;
- j. in the case of the Kingdom of the Netherlands, the terms "Sovereignty" and "Territory", in relation to a Party, shall have the meaning respectively assigned to them in Article 1 and Article 2 of the Convention;

in the case of the Dominican Republic, the terms "Sovereignty" and "Territory", in relation to a State, have the meaning in accordance with the stipulations of Article 1 and Article 2 of the Convention; Sovereignty: "The Contracting States recognize that every State has complete and exclusive sovereignty over the airspace above its territory."; Territory: "In relation to a State means the land areas and territorial waters adjacent thereto and the airspace above them under the sovereignty of that State.";

- k. the term "User Charge" means a charge imposed on Airlines for the provision of airport, air navigation, or aviation security facilities or services including related services and facilities;
- the term "Capacity" means the combination of frequency per week and (the configuration of) the type of aircraft used on the route offered to the public by the Designated Airline;
- m. the term "European Union Member State" means a state that is now or in the future a contracting party to the Treaty on the European Union and the Treaty on the functioning of the European Union;
- n. the term "Caribbean part of the Netherlands" means the islands of Bonaire, Sint Eustatius and Saba;
- o. the term "the Netherlands" means:
 - i. the European part of the Netherlands; and
 - ii. the Caribbean part of the Netherlands;



- p. the term "residents of the Caribbean part of the Netherlands" means residents with the nationality of the Kingdom of the Netherlands originating from the Caribbean part of the Netherlands.
- 2. The applicable legislation for the European part of the Netherlands includes applicable legislation of the European Union.

CHAPTER II Objectives

Article 2 Grant of Rights

- 1. Each Party grants to the other Party, except as otherwise specified in the Annex, the following rights for the conduct of International Air Service by the Designated Airline(s) of the other Party:
 - a. the right to fly across its Territory without landing;
 - the right to make stops in its Territory for non-commercial traffic purposes; and
 - c. while operating an Agreed Service on a Specified Route, the right to make stops in its Territory for the purposes of taking up and discharging international traffic in passengers, baggage, cargo and mail, separately or in combination.
- 2. Nothing in paragraph 1 of this Article shall be deemed to grant the right for one Party's Airline(s) to participate in air transportation between points in the Territory of the other Party (cabotage).
- 3. The Airlines of each Party, other than those designated under Article 3 (Designation and Authorization) of this Agreement, shall also enjoy the rights specified in paragraph 1, under a and b, of this Article.

Article 3 Designation and Authorization

- Either Party shall have the right to designate, in writing through diplomatic channels to the other Party, an Airline or Airlines to operate International Air Services with any type of Aircraft in any configuration on the routes specified in the Annex and to substitute another Airline for an Airline previously designated.
- 2. Upon receipt of such a notification, each Party shall, without delay, grant to the Airline(s) so designated by the other Party the appropriate operating authorizations subject to the provisions of this Article, unless it is not satisfied that:
 - a) in the case an Airline in the European part of the Netherlands is designated by the Kingdom of the Netherlands:
 - the Airline is established in the Territory of the Netherlands under the Treaty on the European Union and has a valid operating licence in accordance with European Union law; and
 - effective regulatory control of the Airline is exercised and maintained by the European Union 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 is effectively controlled by Member States of the European Union or the European Free Trade Association and/or by nationals of such States.
- b) in the case an Airline in the Caribbean part of the Netherlands is designated by the Kingdom of the Netherlands:
 - i. the Airline is established in the Caribbean part of the Netherlands and has a valid operating license in accordance with the appropriate legislation for the Caribbean part of the Netherlands; and
 - effective regulatory control of the Airline is exercised and maintained by the Netherlands; and
 - iii. the Airline is owned, directly or through majority ownership, and is effectively controlled by residents of the Caribbean part of the Netherlands with Dutch nationality.
- c) in the case an Airline is designated by the Dominican Republic:
 - the Airline is established in the Territory of the Dominican Republic and has a valid operating licence in accordance with Dominican Law; and
 - ii. effective regulatory control of the Airline is exercised and maintained by the 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 is effectively controlled by nationals of such a State,

and that:

- d) the Government designating the Airline(s) is maintaining and administering the standards set forth in Article 15 (Safety) and Article 16 (Aviation Security) of this Agreement.
- e) the Designated Airline(s) is/are qualified to meet the conditions prescribed under the laws and regulations normally applied to the operations of International Air Service by the Party considering the application or applications.
- Upon receipt of the operating authorization of paragraph 2 of this Article a Designated Airline may at any time begin to operate the Agreed Services, in part or in whole, provided that it complies with the provisions of this Agreement.

Article 4 Revocation and Suspension of Authorization

- 1. Each Party shall have the right to withhold, revoke, suspend or limit the operating authorizations of an Airline designated by the other Party, when:
 - a) in the case an Airline in the European part of the Netherlands is designated by the Kingdom of the Netherlands:

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- the Airline is not established in the Territory of the Netherlands under the Treaty on the European Union 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 European Union 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 is not effectively controlled by Member States of the European Union or the European Free Trade Association and/or by nationals of such States.
- b) in the case an Airline in the Caribbean part of the Netherlands is designated by the Kingdom of the Netherlands:
 - i. the Airline is not established in the Caribbean part of the Netherlands and does not have a valid operating license in accordance with the appropriate legislation for the Caribbean part of the Netherlands; or
 - ii. effective regulatory control of the Airline is not exercised or maintained by the Netherlands; or
 - iii. the Airline is not owned, directly or through majority ownership, or is not effectively controlled by residents of the Caribbean part of the Netherlands with Dutch nationality.
- c) in the case an Airline is designated by the Dominican Republic:
 - i. the Airline is not established in the Territory of the Dominican Republic or does not have a valid operating licence in accordance with Dominican law; or
 - effective regulatory control of the Airline is not exercised or not maintained by the State responsible for issuing its Air Operators 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 is not effectively controlled by the State and/or by nationals of such a State.
- d) in case that Airline has failed to comply with the laws and regulations referred to in Article 13 (Application of Laws, Regulations and Procedures) of this Agreement;
- e) in case the other Party is not maintaining and administering the standards set forth in Article 15 (Safety) of this Agreement;
- f) in the event such Airline has failed to qualify before the Aeronautical Authorities of the Party assessing the authorization, under the laws and regulations normally and reasonably applied to the operation of International Air Services by these Authorities in conformity with the Convention;
- g) in case the Airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

- Unless immediate action is essential to prevent further non-compliance with the conditions referred to in paragraph 1 of this Article, the rights established by this Article shall be exercised only after consultation with the other Party. Unless otherwise agreed by the Parties, such consultations shall begin within a period of sixty (60) days from the date of receipt of the request.
- 3. This Article does not limit the rights of either Party to withhold, revoke, limit or impose conditions on the operating authorization of an Airline or Airlines of the other Party in accordance with the provisions of Article 16 (Aviation Security) of this Agreement.

CHAPTER III Commercial provisions

Article 5 Tariff

- Each Party shall allow Tariffs for air transportation to be established by each Designated Airline based upon commercial considerations in the marketplace. Intervention by the Parties shall be limited to:
 - a. prevention of unreasonably discriminatory Tariffs or practices;
 - b. protection of consumers from Tariffs that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - c. protection of Airlines from Tariffs that are artificially low due to direct or indirect governmental subsidy or support.
- 2. Either Party may require notification or filing of any Tariff to be charged by the Designated Airline or Airlines of the other Party. Tariffs may remain in effect unless subsequently disapproved under paragraph 3 of this Article.
- 3. Neither Party shall take unilateral action to prevent the inauguration or continuation of a Tariff charged or proposed to be charged by a) an Airline of either Party for international air transportation between the territories of the Parties, or b) an Airline of one Party for international air transportation between the Territory of the other Party and any other country.
- 4. If either Party considers any such Tariff inconsistent with the 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 co-operate in securing information necessary for reasoned resolution of the issue. If the Parties reach agreement with respect to a Tariff 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, the new Tariff shall neither take effect nor continue to be in effect.

Article 6 Commercial Activities

- 1. The Designated Airline(s) of each Party shall be allowed:
 - a. to establish, in the Territory of the other Party, offices for the promotion and sale of air transportation and ancillary or supplemental services (including the right to sell and to issue any ticket and/or air waybill, both its own tickets and/or air waybills and of any other Airline) as well as other facilities required for the provision of air transportation;
 - to engage, in the Territory of the other Party, directly and, at its discretion, through its agents, and/or other Airlines in the sale of air transportation and ancillary or supplemental services;
 - to sell such Air Services and ancillary or supplemental services, and any person shall be free to purchase such transportation or services in any currency.
- The Designated Airline(s) of each Party shall be allowed to bring in and maintain, in the Territory of the other Party, its managerial, commercial, operational and technical staff as it may require in connection with the provision of air transportation and ancillary or supplemental services.
- These staff requirements may, at the option of the Designated Airline, be met by its own personnel or by using the services of any other organization, company or Airline operating in the Territory of the other Party, authorized to perform such services in the Territory of that Party.
- 4. Subject to the laws and regulations of each Party, and the Standards and Recommended Practices (SARPs) contained in ICAO Annex 6 and 17 and including, in the case of the European part of the Netherlands, European Union law, each Designated Airline shall have the right to perform its own ground-handling in the Territory of the other Party ("self-handling") or, at its option, select among competing agents or Airlines, for such services in whole or in part. The right shall be subject to physical and other constraints resulting from considerations of airport safety. When the laws, regulations, internal rules, contractual rules or obligations of a Party, impede self-handling, ground services shall be available on an equal basis to all Designated Airlines; charges shall be based on the costs of services provided; and such services shall be comparable to the kind and quality of services as if self-handling were possible.
- 5. a) In operating or holding out the Air Services on the Specified Routes, each Designated Airline of one Party may enter into commercial and/or cooperative marketing arrangements including, but not limited to blocked-space, codesharing and leasing arrangements, with:
 - the Designated Airline(s) of the same Party;
 - ii. the Designated Airline(s) of the other Party, including domestic codeshare;

- iii. the Designated Airline(s) of a third country;
- iv. a cargo surface transportation provider of any country.
- b) The operating Airline(s) involved in the cooperative 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 cooperative arrangements shall hold the underlying route rights and meet 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 concerned Airline or its agent shall make clear to the purchaser, at the point of sale, which Airline shall be the operating Airline on each sector of the service and with which Airline(s) the purchaser is entering into a contractual relationship.
- f) These provisions shall be applicable to passenger, combination and all-cargo services.
- 6. Notwithstanding any other provision of this Agreement, the Designated Airline(s) and indirect providers of air transportation of either of the Parties shall be permitted, without restriction, to employ, in connection with international air transportation, any surface transportation for passengers, baggage, cargo and mail to or from any points in the Territory of either 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 and mail in bond under applicable laws and regulations.
- 7. Such passengers, baggage, cargo and mail, whether moving by surface or by air, shall have access to airport customs processing and facilities. The Designated Airline(s) may choose 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 air cargo transportation. Such intermodal services may be offered at a single through price for the air and surface transportation combined, provided that passengers and shippers are not misled as to the facts concerning such transportation.
- The activities mentioned in this Article shall be carried out in accordance with the laws and regulations of the other Party. In the case of the European part of the Netherlands this includes applicable European Union law.

Article 7 Change of Aircraft

- 1. On any segment or segments of the Specified Routes, a Designated Airline may perform international air transportation without any limitation as to change at any point on the Specified Route, in type or number of aircraft operated, provided that in the outbound direction 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. For the purpose of Change of Aircraft operations, a Designated Airline may use its own equipment and, subject to national regulations, leased equipment, and may operate under commercial and/or cooperative marketing arrangements with (an) other Airline(s).
- 3. A Designated Airline may use different or identical flight numbers for the sectors of its Change of Aircraft operations.

Article 8 Fair Competition

- 1. Each Party shall allow a fair and equal opportunity for each Designated Airline to compete in providing the international air transportation governed by this Agreement.
- 2. Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of a Designated Airline of the other Party.
- 3. Each Party shall allow each Designated Airline to determine the frequency and Capacity of the international air transportation it offers based upon commercial considerations in the marketplace. Consistent with this right, neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type(s) operated by the Designated Airline(s) 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.
- 4. 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 Capacity, frequency or traffic that would be inconsistent with the purposes of this Agreement.

CHAPTER IV Financial provisions

Article 9
Taxes, Customs Duties and Charges

Aircraft operating on International Air Services by the Designated Airline(s) of either Party, as well as their regular equipment, spare parts, supplies of fuels and lubricants, Stores as well as advertising and promotional material kept on board such aircraft shall, on the basis of

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reciprocity, be exempt from all customs duties, inspection fees and similar national or local duties and charges, on arrival in the Territory of the other Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

With regard to regular equipment, spare parts, supplies of fuels and lubricants and Stores introduced into the Territory of one Party by or on behalf of a Designated Airline of the other Party and intended solely for use on board that aircraft while operating International Air Services, no duties and charges, including customs duties and inspection fees imposed in the Territory of the first-mentioned Party, shall be applied, even when these supplies are to be used on the parts of the journey performed over the Territory of the Party in which they are taken on board.

The items referred to above may be required to be kept under customs supervision and control. The provisions of this paragraph cannot be interpreted in such a way that a Party can be made subject to the obligation to refund customs duties which already have been levied on the items referred to above.

- 3. Baggage, cargo and mail in transit shall be exempt from customs duties and other similar taxes.
- 4. The exemptions provided by this Article shall also be available where (a) Designated Airline(s) of one Party has (have) contracted with another Airline, which similarly enjoys such exemptions from the other Party, for the loan or transfer in the Territory of the other Party of the items specified in paragraphs 1, 2 and 3 of this Article.
- 5. Nothing in this Agreement shall prevent the Kingdom of the Netherlands from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in the Territory of the European part of the Netherlands for use in an aircraft of a Designated Airline of the Dominican Republic that operates between a point in the Territory of the European Part of the Netherlands and another point in the Territory of another European Union Member State.

Article 10 User charges

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

They shall not be imposed on the airlines of the other Party, charges higher than those imposed on their own airlines that operate similar international services (principle of non-discrimination, Article 15 to the Convention on International Civil Aviation).

Article 11 Double Taxation

 Income and profits from the operation of aircraft in international air transportation shall be taxable only in the State in which the place of

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effective management of the Designated Airline is situated. However, this does not apply to the sales of Air Services by the Designated Airline(s) of one Party or its agents in the Territory of the other Party, which sales shall, in conformity with local fiscal legislation, be subject to the same conditions applicable to other Airlines selling Air Services in the Territory of the other Party.

- Capital represented by aircraft operated in international traffic and by moveable property pertaining to the operation of such aircraft shall be taxable only in the State in which the place of effective management of the Designated Airline is situated.
- The provisions of paragraph 1 of this Article shall also apply to income and profits from the participation in a pool, a joint business, a cooperative marketing arrangement or an international operating agency.
- 4. If an agreement between the Parties on avoidance of double taxation and the prevention of fiscal evasion on income and on capital in which air transport is addressed envisages procedures different from those referred to in paragraphs 1-4 of this Article, the provisions of the agreement on avoidance of double taxation on income and on capital shall be applicable.

Article 12 Transfer of Funds

- The Designated Airline(s) of each Party shall be entitled to transfer, from the Territory of sale to their home Territory the excess, in the Territory of sale, of receipts over expenditure. Included in such net transfer shall be revenues from sales, made directly or through agents, of Air Services, and ancillary or supplemental services, and normal commercial interest earned on such revenues while on deposit awaiting transfer.
- 2. The Designated Airline(s) of each Party shall receive approval for such transfer within at most thirty (30) days of application, into any currency, at the official rate of exchange for conversion of local currency, as at the date of sale.
- The Designated Airline(s) of each Party shall be entitled to effect the actual transfer on receipt of approval.

CHAPTER V Regulatory provisions

Article 13
Application of Laws, Regulations and Procedures

1. The laws, regulations and procedures of either Party relating to the entrance or entry into or departure from its Territory of aircraft engaged in International Air Services, or to the operation and navigation of such aircraft, shall be complied with by the Designated Airline(s) of the other Party upon their entrance into, and until and including their departure from, the said Territory.

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- 2. The laws, regulations and procedures of either Party relating to immigration, passports, or other approved travel documents, entry, clearance, customs and quarantine shall be complied with, by crews or passengers and/or on behalf of cargo and mail carried by aircraft of the Designated Airline(s) of the other Party upon their entrance into, and until and including their departure from the Territory of the said Party.
- Passengers, baggage, cargo and mail in transit across the Territory of either Party and not leaving the area of the airport reserved for such purpose shall, except in respect of security measures against violence and air piracy, be subject to no more than a simplified control.
- 4. Neither of the Parties shall give preference to any other Airline over the Designated Airline(s) of the other Party in the application of its customs, immigration, quarantine and similar regulations or in the use of airports, airways and Air Services and associated facilities under its control.
- Each Party shall, upon request of the other Party supply copies of the relevant laws, regulations and procedures referred to in this Agreement.

Article 14 Recognition of Certificates and Licenses

Certificates of airworthiness, certificates of competency and licenses issued, or rendered in reciprocity, by one Party, and still valid, shall be recognized as valid by the other Party for the purpose of operating the Agreed Services on the Specified Routes, provided that the requirements under which such certificates and licenses were issued, or rendered in reciprocity, are equal to or higher than the minimum requirements which are, or may be in the future, established under the Convention.

Each Party, however, reserves the right to refuse to recognize, for flights above its Territory, certificates of competency and licenses granted to or validated for its own nationals by the other Party.

Article 15 Safety

- 1. Each Party may request consultations at any time concerning safety standards in any area relating to air crew, aircraft or their operation adopted by the other Party. 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 and requirements in any such area 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 the steps considered necessary to conform with those minimum standards, and that 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 Article 4 (Revocation and Suspension 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 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 conditions of the aircraft and its equipment (ramp inspections), provided this does not lead to unreasonable delay.
- 4. If any such ramp inspection or series of ramp inspections gives rise to:
 - serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or
 - b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,
 - the Party carrying out the inspection shall, for the purpose of Article 33 of the Convention, be free to conclude that the requirements under which the certificates 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 the 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 to draw the conclusions referred to in that paragraph.
- 6. Each Party reserves the right to immediately suspend or vary the operating authorization of an Airline or Airlines of the other Party, 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, consultations or otherwise, that immediate action is essential to the safety of the Airline's operation.
- 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.
- 8. Each Party shall see to it that the Designated Airline(s) will be provided with communicative, aviation and meteorological facilities and any other services necessary for the safe operations of the Agreed Services.

Article 16 Aviation Security

1. Consistent with their rights and obligations under international law, the Parties reaffirm that their obligation to each other to protect the

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security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Montreal 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, and any civil aviation security agreement that becomes binding on both Parties.

- 5. 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.
- 6. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
- 7. The Parties shall, in their mutual relations, act in conformity with the civil 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 its Airlines and the operators of airports in its Territory act in conformity with such aviation security provisions.
- Each Party agrees that its Airlines shall be required to observe the aviation security provisions referred to in paragraph 4 of this Article required by the other Party for entry into the Territory of that other Party. For departure from, or while within, the Territory of the Netherlands, Airlines shall be required to observe aviation security provisions in conformity with European Union law. For departure from, or while within, the Territory of the Dominican Republic, Airlines shall be required to observe aviation security provisions in conformity with the law in force in the Dominican Republic. Each Party shall ensure that adequate security 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, and that those measures are adjusted to meet any increased threat to the security of civil aviation. Each Party agrees that security provisions required by the other Party for departure from and while within the Territory of that other Party must be observed. Each Party shall also act favourably upon any request from the other Party for reasonable special security measures to meet a particular threat.



- 9. With full regard and mutual respect for each other's sovereignty, a Party may adopt security measures for entry into its Territory. Where possible, that Party shall take into account the security measures already applied by the other Party and any views that the other Party may offer. Each Party recognises, however, that nothing in this Article limits the rights of a Party to refuse entry into its Territory of any flight or flights that it deems to present a threat to its security. A Party may take emergency measures to meet a specific security threat. Such measures shall be notified immediately to the other Party.
- 10. Without prejudice to the need to take immediate action in order to protect transport security, the Parties affirm that when considering security measures, a Party shall evaluate possible adverse effects on international air transport and, unless constrained by law, shall take such factors into account when it determines what measures are necessary and appropriate to address those security concerns.
- 11. Each Party may request consultations at any time concerning security standards adopted by the other Party. Such Consultations shall take place within thirty (30) days of that request. When a Party has reasonable grounds to believe that the other Party has departed from provisions of this Article, that Party may request immediate consultations with the other Party. Failure to reach a satisfactory resolution within fifteen (15) days from the date of such request shall constitute grounds to revoke, suspend or limit the operating authorisation and technical permissions of an Airline or Airlines of the other Party. When required by an emergency, a Party may take interim action prior to the expiry of fifteen (15) days.

CHAPTER VI Procedural provisions

Article 17 Timetable

Neither Party shall require the filing of schedules, programs for flights or operational plans by Designated Airline(s) of the other Party for approval, except as may be required on a non-discriminatory basis to enforce the uniform conditions foreseen by paragraph 2 of Article 8 (Fair Competition) of this Agreement or as may be specifically authorized in the Annex to this Agreement. If a Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air transportation intermediaries and on Designated Airlines of the other Party.

Article 18 Charter/Non-scheduled flights

- Each Party shall grant, under the principle of reciprocity, authorization without delay to the Airlines duly authorized by the other Party, to perform non-scheduled or charter operations, in accordance with the national regulation of the Parties and the provisions of this Agreement.
- 2. The provisions relating to the application of laws, safety standards, / certificates and licences, aviation security, customs duties and other charges, charges for airports and aviation facilities and services, airline

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representatives, ground handling, sales and transfer of funds, taxation and consultations of this Agreement apply as well to charters and other non-scheduled flights operated by Airlines of one Party into or from the Territory of the other Party and to the Airline operating such flights.

Article 19 Consultation and Amendment

- In a spirit of close cooperation the Aeronautical Authorities of the Parties may consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement.
- 2. Either Party may request consultations with a view to amend this Agreement and/or its Annex. These consultations shall begin within sixty (60) days from the date of the receipt of the request by the other Party, unless otherwise agreed. Such consultations may be conducted through discussion or by correspondence.
- 3. Any amendment to this Agreement and to note 2 of the Annex shall be agreed upon by the Parties and shall be effected through an exchange of diplomatic notes. Such amendment shall enter into force in accordance with the provisions of paragraph 1 of Article 25 (Entry into Force) of this Agreement.
- 4. Notwithstanding the provisions of paragraph 3 of this Article, any amendment to the Route Schedule in the Annex and to Note 1 of the Annex to this Agreement, may be agreed upon by the Aeronautical Authorities of the Parties, and confirmed through an exchange of diplomatic notes, and shall enter into force on a date to be determined in the diplomatic notes. This exception to paragraph 3 of this Article does not apply in case any traffic rights are added to the Annex.

Article 20 Settlement of Disputes

- If any dispute arises between the Parties relating to the interpretation or application of this Agreement, the Parties shall in the first place endeavour to settle their dispute by bilateral negotiations.
- 2. If the Parties fail to reach a settlement by negotiation, the dispute may at the request of either Party be submitted for decision to a tribunal of three arbitrators, one to be named by each Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Party. Each of the Parties shall designate an arbitrator within a period of sixty (60) days from the date of receipt by either Party from the other Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within a further period of sixty (60) days. If either of the Parties fails to designate its own arbitrator within the period of sixty (60) days or if the third arbitrator is not agreed upon within the period indicated, the President of the Council of the International Civil Aviation Organization may be requested by either Party to appoint an arbitrator or arbitrators.

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3. The Parties undertake to comply with any decision given under paragraph 2 of this Article.

CHAPTER VII Final provisions

Article 21 Duration and Termination

- 1. Either Party may, at any time, give notice in writing through diplomatic channels to the other Party of its decision to terminate this Agreement.
- 3. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case this Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Party, unless the notice to terminate is withdrawn by agreement between the Parties before the expiry of this period. In the absence of acknowledgement of receipt of the notice of termination by the other Party, such notice shall be deemed to have been received fourteen (14) days after the receipt of that notice by the International Civil Aviation Organization.

Article 22 Registration with the International Civil Aviation Organization

This Agreement shall be registered with the International Civil Aviation Organization.

Article 23 Applicability of Multilateral Agreements and Conventions

- 1. The provisions of the Convention shall be applicable to this Agreement.
- If a multilateral agreement or convention, accepted by both Parties, concerning any matter covered by this Agreement, enters into force, the relevant provisions of that multilateral agreement or convention shall supersede the relevant provisions of this Agreement.
- 4. The Parties may consult each other to determine the consequences for this Agreement of the supersession as mentioned under paragraph 2 of this Article and to agree upon amendments to this Agreement required by such supersession.

Article 24 Applicability of this Agreement

As regards the Kingdom of the Netherlands, this Agreement shall apply to the Territory of the European part of the Netherlands as well as to the Territory of the Caribbean part of the Netherlands.

Article 25 Entry into Force

 This Agreement shall enter into force on the first day of the second month following the date on which the Parties have informed each other in writing that the formalities and constitutional requirements in their respective countries have been complied with.

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 The Agreement between the Kingdom of the Netherlands and the Dominican Republic for Air Services between and beyond their respective Territories of 15 December 1998, signed at Santo Domingo, shall cease to have effect on the date of entry into force of this Agreement.

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

DONE at the city of Santo Domingo, on May 13, 2019, in duplicate, in the English, Dutch and Spanish languages, all texts being equally authentic. In case of divergence in the interpretation of this Agreement, the English text shall prevail.

FOR THE DOMINICAN REPUBLIC

FOR THE KINGDOM OF THE NETHERLANDS

Miguel Vargas Minister of Foreign Affairs Annemieke Alexandra Verrijp
Extraordinary Ambassador
and Plenipotentiary of
Kingdom of the Netherlands

Annex: Route schedule

Route Schedule

1. For the Designated Airline(s) of the Kingdom of the Netherlands:

All points in The Netherlands (including Bonaire, Sint Eustatius and Saba) – All Intermediate points – All points in the Dominican Republic – All points beyond.

2. For the Designated Airline(s) of the Dominican Republic:

All points in the Dominican Republic – All Intermediate points – All points in The Netherlands (including Bonaire, Sint Eustatius and Saba) – All points beyond.

Note 1:

Each Airline may on any or all flights and at its option:

- a. operate flights in either or both directions;
- b. terminate any or all of their services in the Territory of the other Party;
- c. combine different flight numbers within one aircraft operation;
- serve intermediate and beyond points and points in the Territories of the Parties in any combination and in any order;
- e. omit stops at any point or points;
- f. transfer traffic from any of its aircraft to any of its other aircraft at any point;
- g. serve points behind any point in its Territory with or without Change of Aircraft or flight number and hold out and advertise such services to the public as through services;
- h. make stopovers at any point whether within or outside the Territory of either Party;
- i. carry transit traffic through the other Party's Territory; and
- j. combine traffic on the same aircraft regardless of where such traffic originate,

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement, provided that any service either begins or terminates in the Territory of the country designating the Airline(s).

Note 2:

The Designated Airline(s) of a Party shall be allowed to exercise traffic rights between all points included in its route schedule and the Territory of the other Party.