



## **TO ALL TO WHOM THESE PRESENTS MAY COME GREETING**

**WHEREAS** the Government of the Commonwealth of The Bahamas desires to be represented at the Global Aviation's Premier Air Service Negotiation for the period 10th December, 2018 to 14th December, 2018 in Nairobi, Kenya.

**NOW THEREFORE** these presents are to certify that the Government of the Commonwealth of The Bahamas has duly named, constituted and appointed the persons whose names appear hereunder to represent it at the said Meeting in the capacity indicated:

### **HEAD OF DELEGATION**

The Honourable Dionisio D'Aguilar, MP  
Minister of Tourism, Aviation and Bahamasair  
Ministry of Tourism, Aviation and Bahamasair  
Nassau, The Bahamas  
Commonwealth of The Bahamas

### **DELEGATES**

Mrs. Sharon Brennen- Haylock  
Director General  
Ministry of Foreign Affairs  
Nassau, The Bahamas  
Commonwealth of The Bahamas

Captain Charles B. Beneby  
Director General  
Bahamas Civil Aviation Department  
Bahamas Civil Aviation Authority  
Nassau, The Bahamas  
Commonwealth of The Bahamas

Mrs. Julies Brathwaite-Rolle  
Member  
Manager Safety Oversight/Lead Technical Negotiator & ICAN Focal Point  
Bahamas Civil Aviation Authority  
Nassau, The Bahamas  
Commonwealth of The Bahamas

Mr. Shane Miller  
Member  
Assistant Director Legal Affairs/Lead Legal Negotiator  
Office of the Attorney General & Ministry of Legal Affairs  
Nassau, The Bahamas  
Commonwealth of The Bahamas

The said representatives are authorised to transact fully all matters as may appertain to the work of the Global Aviation's Premier Air Service Negotiation to vote with other representatives in accordance with agreed procedures and to sign any Convention or other Instrument which may be adopted by the said Meeting, subject to acceptance.

**IN WITNESS WHEREOF**, I, the Honourable T. Brent Symonette, Acting Minister of Foreign Affairs of the Commonwealth of The Bahamas, have hereunto set my hand and affixed my seal.

**DONE**, at the Ministry of Foreign Affairs, Nassau, N.P., The Bahamas this <sup>30<sup>th</sup></sup> day of *October* 2018.



A handwritten signature in black ink, appearing to read "T. Brent Symonette".

Honourable T. Brent Symonette  
**ACTING MINISTER OF FOREIGN AFFAIRS  
COMMONWEALTH OF THE BAHAMAS**

**AGREEMENT BETWEEN THE GOVERNMENT OF THE  
COMMONWEALTH OF THE BAHAMAS AND THE GOVERNMENT OF  
THE DOMINICAN REPUBLIC FOR AIR SERVICES BETWEEN AND  
BEYOND THEIR RESPECTIVE TERRITORIES**

**Table of Contents**

**Preamble**

<b>Article 1</b>	Definitions
<b>Article 2</b>	Grant of rights
<b>Article 3</b>	Designation and authorization
<b>Article 4</b>	Withholding, revocation and limitation of authorization
<b>Article 5</b>	Application of laws
<b>Article 6</b>	Direct transit
<b>Article 7</b>	Recognition of certificates
<b>Article 8</b>	Safety
<b>Article 9</b>	Aviation security
<b>Article 10</b>	Security of travel documents
<b>Article 11</b>	Inadmissible and undocumented passengers and deportees
<b>Article 12</b>	User charges
<b>Article 13</b>	Custom duties
<b>Article 14</b>	Fair competition
<b>Article 15</b>	Capacity
<b>Article 16</b>	Pricing (Tariffs)
<b>Article 17</b>	Currency conversion and remittance of earnings
<b>Article 18</b>	Commercial Considerations
<b>Article 19</b>	Exchange of Information
<b>Article 20</b>	Approval of Schedules
<b>Article 21</b>	Consultations
<b>Article 22</b>	Settlement of Disputes
<b>Article 23</b>	Amendments
<b>Article 24</b>	Multilateral Agreements
<b>Article 25</b>	Termination
<b>Article 26</b>	Registration with ICAO
<b>Article 27</b>	Entry into Force
<b>Annex I</b>	Route schedules
<b>Annex II</b>	Non-scheduled/Charter operations
<b>Annex III</b>	Essential Service and Tourism Development Routes

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## **PREAMBLE**

The Government of the Commonwealth of The Bahamas 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;

Desiring to ensure the highest degree of safety and security in international air services and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air services, and undermine public confidence in the safety of civil aviation.

HAVE AGREED AS FOLLOWS:

## **ARTICLE 1 DEFINITIONS**

1. For the purpose of this Agreement, unless the context otherwise requires, the term:
  - a) "Aeronautical Authority" means in the case of the Government of the Commonwealth of The Bahamas, the Bahamas Civil Aviation Authority; and in the case of the Government of the Dominican Republic, the Civil Aviation Board or in either case any other person or body authorized to perform any function now exercised by the said authorities;
  - b) "Agreed Services" means scheduled International Air Services between and beyond the respective territories of The Commonwealth of The Bahamas and the Dominican Republic for the transport of passengers, baggage and cargo, separately or in any combination;
  - c) "Agreement" means this Agreement, its Annex, and any amendment to the Agreement or the Annex;
  - d) "Air service", "Airline", "International air service" and "Stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
  - e) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes: (i) any Annex adopted under Article 90 of that Convention; and (ii), any amendment of the Annexes or Convention adopted under Articles 90 and 94, insofar as such Annexes and amendments have become effective for both Parties;



- f) "Designated airline" means an airline, that has been designated and authorized in accordance with Article 3 of this Agreement;
- g) "ICAO" means the International Civil Aviation Organization;
- h) "International air transportation" is the 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;
- i) "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;
- j) "Territory" in relation to The Bahamas means the land areas and territorial waters adjacent thereto and the airspace above them under the sovereignty of that State;
- k) With respect to the Dominican Republic, the terms "sovereignty" and "territory" shall have the meaning respectively assigned to them in 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: "For the purposes of this Convention the territory of a State shall be deemed to be the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or mandate of such State."
- l) "user charges" means charges made to airlines by the competent authorities or permitted by them to be made for the provision of airport facilities, property and/or of air navigation facilities, or aviation security services and facilities, including related services and facilities for aircraft, their crews, passengers, baggage and cargo;

2. The Annex to this Agreement is considered an integral part thereof.

## **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;

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- b) the right to make stops in the territory of the other Party for non-traffic purposes;
  - c) the right to make stops, in the Territory of the other Party, at the point(s) on the route(s) specified in the Route Schedule to this Agreement for the purpose of taking on board and discharging international traffic in passengers, cargo and mail, separately or in combination, while operating the Agreed Service.
3. Nothing in paragraph 2 shall be deemed to confer on the designated airline(s) of one Party the privilege of taking on board, in the territory of the other Party, passengers, cargo and mail for remuneration and destined for another point in the territory of the other Party.

### **ARTICLE 3 DESIGNATION AND AUTHORIZATION**

1. The aeronautical authority of each Party shall have the right to designate in writing to the other Party one or more airlines to operate the Agreed Services and to withdraw or alter such designation or to substitute another airline for one previously designated. Designations and any changes thereto shall be made in writing by the aeronautical authority of the Party having designated the airline to the aeronautical authority of the other Party.
2. On receipt of a notice of designation, substitution or alteration thereto, and on application from the Designated Airline in the form and manner prescribed, the other Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the airline(s) designated the appropriate operating authorizations.
3. The aeronautical authority of one Party may require an airline designated by the other Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of International Air Services by such aeronautical authority in conformity with the provisions of the Convention.
4. When an airline has been so designated and authorized, it may begin at any time to operate the Agreed Services in whole or in part, provided that a schedule is established in accordance with Article 20 of this Agreement in respect of such services.

### **ARTICLE 4 WITHHOLDING, REVOCATION AND LIMITATION OF AUTHORIZATION**

1. The Aeronautical authorities of each Party shall have the right to withhold the authorizations referred to in Article 3 (Designation and Authorization) of this Agreement with respect to an airline designated by the other Party, and to revoke, suspend or impose conditions on such authorizations, temporarily or permanently:
  - a) in any case where they are not satisfied that substantial ownership and effective control are vested in the Party designating the airline, nationals of that Party, or both;



- 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.
- 2. Unless immediate revocation, suspension, or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the aeronautical authority of the other Party, as provided for in Article 21.
  - 3. In the event of action by one Party under this Article, the rights of the other Party under Article 21 shall not be prejudiced.

#### **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, 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 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, cargo and mail in direct transit shall be subject to no more than a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

#### **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.

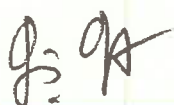
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2. If the privileges or conditions of the licenses or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed 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, without prejudice to the rights of the first Party under Article 8 (2), request consultations with the Aeronautical Authority of the other Party in accordance with Article 21, with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach satisfactory agreement shall constitute grounds for the application of Article 4, paragraph 1) of this Agreement.
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 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. Failure by the other Party to take appropriate action within 15 days, or such longer period as may be agreed, shall be grounds for the application of Article 4, paragraph 1), of this Agreement.
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 an inspection 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 inspection 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. When 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.
5. 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.





6. 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, 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, and 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. Each Party shall advise the other Party of any difference between its national regulations and practices and the aviation security standards of the Annexes. Either Party may request immediate consultations with the other Party at any time to discuss any such differences. In the case of the Dominican State, aircraft operators will be required to comply with the provisions on aviation security in accordance with the Aviation Security and Civil Aviation Law of the Dominican Republic.

Each Party shall notify the other Party of any differences between its national regulations and practices and the aviation safety standards of the Annexes. Either Party may request immediate consultations with the other Party at any time to discuss these differences.

4. Each Party agrees that such operators or aircraft may be required to observe the aviation security provisions referred to in paragraph 3) above

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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 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. Each Party shall take such measures as it may find practicable to ensure that an aircraft of the other Party subjected to an act of unlawful seizure or other acts of unlawful interference which is on the ground in its Territory is detained thereon unless its departure is necessitated by the overriding duty to protect the lives of its passengers and crew.
7. 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. Any action taken pursuant to this paragraph shall cease at the time of breach by the other Party, in accordance with the security provisions of this Article.

#### **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. 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

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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 (Facilitation) to the Convention concerning inadmissible and undocumented passengers and deportees in order to enhance cooperation to combat illegal migration.

**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 according to the laws and regulations of each Party.

**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 natural 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 intended for use or used solely in connection with the operation of 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) that are:
  - 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; or Whether or not such items are used or consumed wholly within the territory of the Party granting the exemption, provided the ownership of such items is not transferred in the territory of the said 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 FAIR COMPETITION**

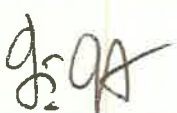
Each designated airline shall have a fair opportunity to operate the routes specified in the Agreement.

#### **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 and 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.

#### **ARTICLE 16 PRICING (TARIFFS)**

1. The tariffs to be applied by the designated airline or airlines of a Party for services covered by this Agreement shall be established at reasonable levels, due regard being paid to all relevant factors, including interests of users, cost of operation, characteristics of service, reasonable profit, tariffs of other airlines, and other commercial considerations in the marketplace.
2. Prices for international air transportation between the territories of the Parties shall not be required to be filed. Neither Party shall require notification nor filing by airlines of the other Party of prices charged by caterers to the public, except as be required on a non-discriminatory basis for information purposes. Notwithstanding the foregoing, the designated airlines of the Parties shall continue to provide immediate access, on request, to information on historical, existing and proposed prices to the aeronautical authorities of the other Party in a manner and format acceptable to the other Party.
3. Neither Party shall take unilateral action to prevent the inauguration of a proposed tariff or the continuation of an effective tariff of a designated airline of either Party for carriage between the territories of the Parties or between the territory of the other Party and that of a Third State.



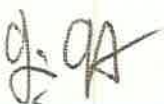


**ARTICLE 17**  
**CURRENCY CONVERSION AND REMITTANCE OF EARNINGS**

1. Each Party shall permit airline(s) of the other Party to convert and transmit abroad to the airline choice of State, freely on demand, the excess of receipts over expenditure earned by such airlines in its Territory in connection with the sale of air transportation, sale of related products and services as well as commercial interest earned on such revenues (including interest earned on deposits awaiting transfer). Such transfers shall be affected in any convertible currency, in accordance with the foreign exchange regulations of the Party in the Territory of which the revenue accrued. Such transfer shall be affected on the basis of official exchange rates or where there is no official exchange rate, such transfers shall be affected on the basis of the prevailing foreign exchange market rates for current payments.
2. If a Party imposes restrictions on the transfer of excess of receipts over expenditure by the Designated Airlines of the other Party, the latter shall have a right to impose reciprocal restrictions on the Designated Airlines of the first Party.
3. In the event that there exists, a special agreement between the Parties for the avoidance of double taxation, or in the case where there is a special agreement ruling the transfer of funds between the two Parties, such agreement shall prevail.

**ARTICLE 18**  
**COMMERCIAL CONSIDERATIONS**

1. The designated airline(s) of each Party shall have the right to establish in the Territory of the other Party offices, including an on-line office, for the purpose of promotion and sale of air transportation services and sale of transport documents as well as for other related products required for the provision of air transportation.
2. The designated airline(s) of each Party shall be entitled, in accordance with the laws and regulations relating to entry, residence and employment of the other Party, to bring into and to maintain in the territory of the other Party, for not more than five (5) years, such representatives and senior commercial, operational and technical staff as required in connection with the operation of the agreed services.
3. These staff requirements may, at the option of the designated airline or airlines of one Party, be satisfied by its own personnel or by using the services of any other organization, company or airline operating in the territory of the other Party and authorized to perform such services for other airlines.
4. The representatives and staff shall be subject to the laws and regulations in force of the other Party, and consistent with such laws and regulations. Each Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visitor visas or other similar documents to the representatives and staff referred to in paragraph 2 of this Article.



5. Each Party shall accord the 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.
6. Each airline shall have the right to engage in the sale of air 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.
7. Local expenses, including the purchase of fuel, will be paid in accordance with the laws and local provisions of each Party in this Agreement.
8. Each designated airline may enter into cooperative marketing arrangements such as joint-venture, blocked space and codeshare with airlines of either Party, provided that both airlines involved hold the appropriate authority and meet the requirements normally applied to such arrangements.
9. Subject to compliance with the standards established by ICAO in its Annexes 6 and 17, designated airlines of each Party may provide in whole or in part by an agent authorized by the authorities or to provide their own ground handling services in the territory of the other Party. When the internal rules or contractual obligations of a Party limit or preclude the exercise of the aforementioned rights, each designated airline shall be treated in a non-discriminatory manner with respect to ground handling services offered by a provider or duly authorized providers.

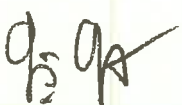
The exercise of the rights provided in paragraph 1 of this Article shall be subject to the physical or operational limitations that result from considerations of safety or aviation security at airports.

#### **ARTICLE 19 EXCHANGE OF INFORMATION**

1. The aeronautical authorities of both Parties shall exchange information, as promptly as possible, concerning the current authorizations extended to their respective designated airlines to render service to, through and from the territory of the other Party. This will include copies of current certificates and authorizations for services on proposed routes, together with amendments or exemption orders.
2. The aeronautical authorities of each Party shall provide or cause its designated airline(s) to provide the aeronautical authorities of the other Party, upon request, periodic or other statements of statistics of traffic uplifted from and discharged in the territory of that other Party or other similar information as may be reasonably required.

#### **ARTICLE 20 APPROVAL OF SCHEDULES**

1. The designated airline of each Party shall submit its proposed flight schedules for approval to the aeronautical authorities of the other Party at least thirty (30) days prior to the operation of the agreed services. The same procedure shall apply to any modification thereof.



2. If a designated airline wishes to operate ad-hoc flights supplementary to those covered in the approved schedule, it shall, not more than (2) working days prior to the proposed ad-hoc flight, submit for approval a timetable of intended services to the Aeronautical Authority of the other Party, who shall, forthwith, give positive and favorable consideration to such request.

## **ARTICLE 21 CONSULTATIONS**

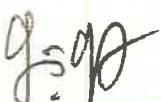
1. In a spirit of close cooperation, the Aeronautical Authorities of the Parties shall consult each other from time to time with a view to ensuring the implementation of and satisfactory compliance with, the provisions of this Agreement and either Party may at any time request consultations on the implementation, interpretation, application or amendment of this Agreement or compliance with this Agreement.
2. Subject to Articles 4, 10 and 12, such consultations, which may be through discussion or by correspondence, shall begin within a period of sixty (60) days of the date the other Party receives a written or oral request, unless otherwise agreed by the Parties.

## **ARTICLE 22 SETTLEMENT OF DISPUTES**

1. Any dispute arising between the Parties relating to the interpretation or application of this Agreement [except those that may arise under Article 14 (Fair Competition), Article 8 (Safety), Article 16 (Pricing), and the Parties shall in the first place endeavor to settle it by consultations and negotiation.
2. If the Parties fail to reach a settlement by negotiation, the dispute shall be settled through diplomatic channels.

## **ARTICLE 23 AMENDMENTS**

1. Subject to the provisions of paragraph (2) of this Article, if either Party considers it desirable to amend any provision of this Agreement, such amendment shall be agreed upon in accordance with the provisions of Article 21 (Consultation) and shall be effected by an Exchange of Diplomatic Notes and will come into effect on a date to be determined by the Parties, which date shall be dependent upon the completion of the relevant internal ratification process of each Party.
2. Any amendments to the Annex to this Agreement may be agreed directly between the Aeronautical Authorities of the Parties. Such amendments shall enter into force from the date they have been agreed upon.
3. This Agreement shall, subject to the necessary changes, be deemed to have been amended by those provisions of any international convention or multilateral agreement which becomes binding on both Parties.





## **ARTICLE 24 MULTILATERAL AGREEMENTS**

If a multilateral agreement concerning air transport comes into force in respect of both Parties, the present Agreement shall be deemed to be amended as so far as is necessary to conform with the provisions of that multilateral agreement.

## **ARTICLE 25 TERMINATION**

1. 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 twelve months after the date of receipt of the notice by the other Party, unless the notice to terminate is withdrawn by agreement before the end of this period.
2. In the absence of acknowledgement of receipt of the notice of termination by the other Party, the notice shall be deemed to have been received fourteen (14) days after receipt of the notice by ICAO.

## **ARTICLE 26 REGISTRATION WITH ICAO**

This Agreement, and any amendment thereto, other than amendments to the Annex shall, upon signature, be submitted by the Parties to the International Civil Aviation Organization for registration.

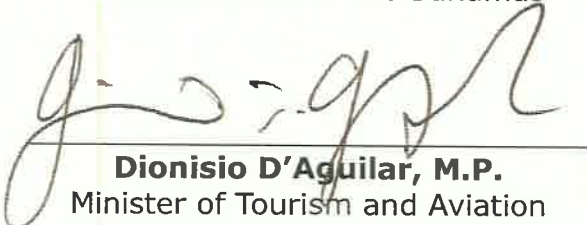
## **ARTICLE 27 ENTRY INTO FORCE**

This Agreement shall enter into force thirty (30) days after the last written notification is received by diplomatic note confirming that the Parties have fulfilled all respective internal procedures required for the entry into force of this Agreement.

IN WITNESS WHEREOF the undersigned being duly authorized by their respective Governments, have signed this Agreement in duplicate in the Spanish and English Languages, both texts being equally authentic and each Party retains one original in each language for implementation. In the event of any divergence of interpretation, the English text shall prevail.

Done at Nairobi, Kenya, on this twelve (12) day of December of the year 2018.

For the Government of the  
Commonwealth of the Bahamas



**Dionisio D'Aguilar, M.P.**  
Minister of Tourism and Aviation

For the Government of the  
Dominican Republic



**Luis Ernesto Camilo García**  
President of the Civil Aviation Board



**ANNEX I  
ROUTE SCHEDULES**

**Section 1**

Routes to be operated by the Designated Airline(s) of the Dominican Republic.

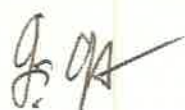
FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any points in the DOMINICAN REPUBLIC	Any points	Any points in the Bahamas	Any points

Routes to be operated by the Designated Airline(s) of the Commonwealth of The Bahamas

FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any points in The Bahamas	Any points	Any points in the DOMINICAN REPUBLIC	Any points

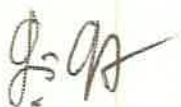
**Operation of the Agreed Services**

1. The Designated Airline(s) of both Parties may, on any or all flights and at its (their) option:
  - a) operate in either or both directions; serve intermediate and beyond points on the routes in any combination and in any order;
  - b) omit calling at any or all intermediate or beyond point(s);
  - c) terminate its services in the territory of the other Party and/or in any point beyond that territory;
  - d) transfer traffic from any aircraft used by them to any other aircraft at any point or points in the route;
  - e) combine different flight numbers within one aircraft operation; and
  - f) use owned or leased (dry/wet) aircraft.
2. The Designated Airline(s) of both Parties are entitled to exercise, in any type of service passenger, cargo, separately or in combination, full fifth freedom traffic rights to/from any intermediate or beyond point(s) without any restriction whatsoever.



**ANNEX II**  
**NON-SCHEDULED/CHARTER OPERATIONS**

1. The provisions of this Agreement except those dealing with Traffic Rights, Capacity and also be applicable to non-scheduled flights operated by an air carrier of one Party into or from the territory of the other Party and to the air carrier operating such flights.
2. Each Party shall give sympathetic consideration to applications for non-scheduled flights between their territories for passengers and cargo in accordance with their respective laws and regulations.



**ANNEX III**  
**ESSENTIAL SERVICE AND TOURISM DEVELOPMENT ROUTES**

1. A Party, following consultations with, or after having consent of, the other Party and after having informed an airline or airlines operating on the route, may specify an essential air service route or an essential tourism development route linking a point in a remote or peripheral area or a development area in its territory with a point in the territory of the other Party. On such route or group of routes, an adequate level of air services set forth in Paragraph 2 of this Annex shall be considered vital for the protection of the lifeline provision for or the economic development of an area, including tourism route development, but would not be provided if airlines solely considered their commercial interest.
2. Consultations between the Parties shall be arranged in accordance with Article 21 (Consultation) whenever either Party considers that the selection of and/or compensation for an airline are inconsistent with the considerations set forth in paragraphs 6 and 7 of this Annex, or that the development of and competition on a route is being unduly restricted by the terms of this Annex.

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24