

**AIR SERVICES AGREEMENT BETWEEN
THE DOMINICAN REPUBLIC AND THE CZECH REPUBLIC**

The Dominican Republic and the Czech Republic, hereinafter referred to as Parties,
Being Parties to the Convention on International Civil Aviation opened for
signature at Chicago on 7 December 1944, and

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

Have agreed as follows:

Article 1
Definitions

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

- (a) the term "Convention" means the Convention on International Civil Aviation done at Chicago on 7 December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or of the Convention under Articles 90 and 94 so far as those Annexes and amendments have been adopted by both Parties;
- (b) the term "aeronautical authorities" means in the case of the Dominican Republic the Civil Aviation Board and, in the case of the Czech Republic the Ministry of Transport, or, in both cases, any other authority legally empowered to perform the functions exercised by the said aeronautical authorities;
- (c) the term "designated airline" means each airline that one Party has designated in writing to the other Party and which has been authorized in accordance with Article 3 of this Agreement to operate the agreed services on the specified routes in conformity with paragraph (1) of Article 2 of this Agreement;
- (d) the terms "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meaning respectively assigned to them in Article 96 of the Convention;
- (e) the term "territory", in relation to a State, means the land areas and territorial waters adjacent airspace above them, under the sovereignty of that State;
- (f) the term "capacity" in relation to the agreed services means the available seat capacity of the aircraft used on such services, multiplied by the frequency operated by such aircraft over a given period on a route or section of a route;
- (g) the term "tariff" means the prices or charges to be paid for carriage of passengers, baggage and cargo (excluding remuneration and conditions for the carriage of mail) and the conditions under which those prices and charges apply, including commissions to be paid on the carriage for agency services, charges and conditions for any services ancillary to such carriage which are offered by airlines and also include any significant benefits provided in association with the carriage;



- (h) The term "Annex" means the Annex to this Agreement or as amended in accordance with the provisions of Article 21 of this Agreement. The Annex forms an integral part of this Agreement and all references to the Agreement shall include the Annex except where explicitly agreed otherwise;
- (i) The term "EU Treaties" means the Treaty on European Union and the Treaty on the functioning of the European Union.

Article 2

Traffic Rights

- (1) Each Party grants to the other Party the rights specified in this Agreement for the purpose of establishing and operating international air services by the designated airline (hereinafter called "agreed services") over the routes specified in the appropriate section of the Annex (hereinafter called "specified routes").
- (2) Subject to the provisions of this Agreement the designated airline of each Party shall enjoy, while operating the agreed services on the specified routes, the following rights:
 - (a) right to fly without landing across the territory of the other Party;
 - (b) right to make stops in the territory of the other Party for non-traffic purposes;
 - (c) right to embark and disembark in the territory of the other Party at points specified in the Annex passengers, baggage and cargo including mail, separately or in combination, destined for or coming from points in the territory of the first Party; and
 - (d) Right to embark and disembark in the territory of the third countries at the points specified in the Annex passengers, baggage and cargo including mail, separately or in combination, destined for or coming from points in the territory of the other Party, specified in the Annex.
- (3) The airlines of each Party, other than those designated under Article 3 of this Agreement, shall also enjoy the rights specified in paragraph (2) (a) and (b) of this Article.
- (4) Nothing in paragraph (2) of this Article shall be deemed to confer on the designated airline of one Party the right of embarking, in the territory of the other Party, passengers, baggage and cargo including mail carried for remuneration or hire and destined for another point in the territory of that other Party.

Article 3

Designation and Operating Authorization

- (1) Each Party shall have the right to designate an airline or airlines for the purpose of operating the agreed services for such a Party and to withdraw the designation of any airline or to substitute another airline for one previously designated. Such designation shall be effected by virtue of written notification between the aeronautical authorities of both Parties.

- (2) The aeronautical authorities of the Parties, on receipt of such designation and of an application from the designated airline, in the form and prescribed for operating authorization and technical permission, shall grant the appropriate operating authorization with minimum procedural delay, provided that the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Party receiving the designation.
- (3) The aeronautical authorities of each Party shall have the right to refuse to accept the designation of an airline and to refuse to grant the operating authorization referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary for the exercise of the rights specified in Article 2 of this Agreement, whenever the Party has no proof that:
- (a) in the case of an airline designated by the Czech Republic
 - (i) the airline is established in the territory of the Czech Republic under the EU Treaties and has a valid Operating Licence in accordance with European Union law;
 - (ii) 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 authorities are clearly identified in the designation; and
 - (iii) the airline complies with the provisions of the Safety and Aviation Security; and other standards normally applied to operation of international air services.
 - (b) in the case of an airline designated by the Dominican Republic
 - (i) the airline has a valid Operating Licence and Air Operator's Certificate issued by aeronautical authorities of the Dominican Republic and effective regulatory control of the airline is exercised and maintained by the Dominican Republic;
 - (ii) the airline has its principal place of business in the territory of the Dominican Republic; and
 - (iii) the airline complies with the provisions of the Safety and Aviation Security; and other standards normally applied to operation of international air services.
- (4) When an airline has been designated and authorized in accordance with this Article, it may operate in whole or in part the agreed services for which it is designated, provided that the airline complies with the applicable provisions of this Agreement.

Article 4

Revocation and Suspension of Operating Authorization

- (1) The aeronautical authorities of each Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of this Agreement of the designated airline of the other Party or to impose such conditions, temporary or permanent, as it may deem necessary on the exercise of such rights, if:
- (a) in the case of an airline designated by the Czech Republic
 - (i) the airline is not established in the territory of the Czech Republic under the EU Treaties 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

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, and the 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 other multilateral agreement governing aviation security binding upon both Parties.

- (3) 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.
- (4) The Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention; they shall require that operators of aircraft who have their principal place of business or permanent residence in the territories of the Parties or, in the case of the Czech Republic, operators of aircraft who are established in its territory under the EU Treaties and have valid Operating Licences in accordance with European Union law and the operators of airports in their territories act in conformity with such aviation security provisions.
- (5) Each Party agrees that its operators of aircraft shall be required to observe, for entry into, departure from or while within the territory of the other Party, aviation security provisions in conformity with the laws and regulations in force in that country, including, in the case of the Czech Republic, European Union law.
- (6) Each Party shall secure 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.
- (7) Each Party shall give a sympathetic consideration to any request from the other Party for reasonable security measures to meet a particular threat.
- (8) 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.
- (9) When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Party may request immediate consultations with the aeronautical authorities of the other Party. Failure to reach a satisfactory agreement within thirty (30) days from the date of the delivery of such request shall constitute grounds to withhold, revoke or suspend operating authorizations, impose conditions on them or suspend the exercise of the rights specified in Article 2 of this Agreement of the designated airlines by the other Party. If required by a serious emergency, either Party may take interim action prior to the expiry of this period.

Article 7
Aviation Safety

- (1) Certificates of airworthiness, certificate of competency and licences issued, or rendered valid, in accordance with the rules and procedures of one Party, including, in the case of the Czech Republic, European Union law, and still in force shall be recognized as valid by the other Party for the purpose of operating the agreed services, provided that such certificates and licences are at least equal to or above the minimum standards which are established pursuant to the Convention.
- (2) Each Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Party or by any other State.
- (3) Each Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Party. Such consultations shall take place within thirty (30) days from the date of the delivery of that request.
- (4) If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first 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.

Each Party reserves the right to withhold, revoke or suspend the operating authorization or impose conditions on them or suspend the exercise of the rights specified in Article 2 of this Agreement of the designated airlines by the other Party, in the event that the other Party does not take such appropriate corrective action within fifteen (15) days or such longer period as may be agreed.

- (5) Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any aircraft operated by or, under the lease agreement, on behalf of an airline of one Party on services to or from the territory of the other Party may, while within the territory of the other Party, be made the subject of an examination by the authorized representatives of the other Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay, in accordance with Article 16 of the Convention.
- (6) If any such ramp inspection or series of ramp inspections gives rise to:
 - (a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at the 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 purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

- (7) In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by, or, on behalf of an airline of one Party in accordance with paragraph (5) of this Article is denied by the representative of that airline, the other Party shall be free to infer that serious concerns of the type referred to in paragraph (6) of this Article arise and draw the conclusions referred to in that paragraph.
- (8) Each Party reserves the right to suspend or vary the operating authorization of an airline of the other Party immediately in the event the first Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultations or otherwise, that immediate action is essential to the safety of an airline operation.
- (9) Any action by one Party in accordance with paragraphs (4) or (8) of this Article shall be discontinued once the basis for the taking of that action ceases to exist.
- (10) Where the Czech Republic has designated an airline whose regulatory control is exercised and maintained by another European Union Member State, the rights of the other Party under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other European Union Member State and in respect of the operating authorization of that airline.

Article 8 **Customs Provisions, Duties and Taxes**

- (1) Each Party shall exempt the designated airline of the other Party from import restrictions, customs duties, indirect taxes, inspection fees and other national and local duties and charges on aircraft, fuel, lubricants, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores and food (including liquor, tobacco, beverages and other products destined for sale to passengers in limited quantities during the flight) and other items intended for use solely in connection with the operation or servicing of aircraft of the designated airline of such Party operating the agreed services, as well as printed tickets stock, air way bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed free of charge by that designated airline.
- (2) The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article:
 - (a) introduced into the territory of one 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 arriving in and until leaving the territory of the other Party; and
 - (c) taken and carried on board aircraft of the designated airline of one Party in the territory of the other Party, in accordance with the respective laws

and regulations in force in the territory of the other Party, and intended for use in operating the agreed services; whether or not such items are used or consumed wholly or partly within the territory of the Party granting the exemption, provided such items are not transferred in the territory of the said Party.

- (3) The regular airborne equipment, as well as the materials, supplies and stores 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.
- (4) The exemptions provided for by this Article shall also apply in respect of consumable technical supplies, spare parts including engines and regular airborne equipment in situations where the designated airline of either Party has entered into arrangements with another airlines for the loan or transfer in the territory of the other Party provided such other airlines similarly enjoy such exemptions from such Party. Such loans and transfer shall be announced by airline to respective customs authorities.
- (5) Nothing in this Agreement shall prevent the Czech Republic from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated airline of the Dominican Republic that operates between a point in the territory of the Czech Republic and another point in the territory of the Czech Republic or in the territory of another European Union Member State.

Article 9 **Use of Airports and Aviation Facilities**

- (1) The charges imposed in the territory of one Party on the designated airline of the other Party for the use of airports, air navigation and other facilities shall not be higher than those that would be paid by any other aircraft of the same class engaged in similar international air services.
- (2) In the use of airports, airways, air traffic services and associated facilities under its control, neither Party shall give preference to its own or any other airline over an airline of the other Party engaged in similar international air services.
- (3) Each Party shall encourage consultations on user charges between its competent charging authorities and the airlines using the services and facilities provided by those charging authorities, where practicable through those airlines' representative organizations. Reasonable notice of any proposals for changes in such charges should be given to such airlines to enable them to express their views before changes are made. Each Party shall further encourage its competent charging authorities and such airlines to exchange appropriate information concerning such charges.

Article 10 **Direct Transit**

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

Article 11
Sale of Services and Transfer of Funds

- (1) In accordance with the respective laws and regulations in force in the territory of the first Party, the designated airline of the other Party shall have the right to sell freely its air transport services in the territory of the first Party either directly or at its discretion through its agents, and any person shall be free to purchase such services in the local currency or in any freely convertible currency normally purchased by banks in that territory.
- (2) The designated airlines of the Parties shall have the right to convert and to remit to their home territory the excess of receipts over local expenditures earned in the territory of the other Party in a freely convertible currency. Conversion and remittance shall be performed without restrictions at the foreign exchange market rate applicable for these transactions on the day the transfer is made. In the case that the foreign exchange market rate system is not established, the conversion and remittance shall be performed without restrictions on the basis of the official exchange rate applicable on the date the transfer is made. Actual transfer shall be executed without delay and shall not be subject to any charges except normal service charges collected by banks for such transactions, and the rules normally applied to such transfers.
- (3) In the event that payments between the Parties are governed by a special agreement, such an agreement shall apply.

Article 12
Tariffs

- (1) The tariffs for the agreed services shall be established by the designated airlines of both Parties at reasonable levels, due regard being paid to all relevant factors, including interests of users, cost of operation, characteristics of service, reasonable profit and other commercial consideration in the market place.
- (2) The tariffs established under paragraph (1) of this Article shall not be required to be filed for purposes of approval, but only for purposes of registration by the designated airline of one Party with the aeronautical authorities of the other Party. Notwithstanding the foregoing, each Party shall have the right to intervene so as to:
 - (a) prevent unreasonably discriminatory tariffs or practices;
 - (b) protect consumers from tariffs that are unreasonably high or restrictive due to abuse of a dominant position; and
 - (c) protect airlines from tariffs that are artificially low due to direct or indirect subsidy or support, or where evidence exists as to an intent to eliminate competition.
- (3) The designated airline of one Party shall provide, on request, to the aeronautical authorities of the other Party information relating to the establishment of the tariffs, in a manner and format prescribed by such authorities.

issuing its Air Operator's Certificate or the relevant aeronautical authorities are not clearly identified in the designation;

- (b) in the case of an airline designated by the Dominican Republic:
 - (i) the airline does not have a valid Operating Licence or Air Operator's Certificate issued by the Dominican Republic or effective regulatory control of the airline is not exercised or not maintained by the Dominican Republic; or
 - (ii) the airline does not have its principal place of business in the territory of the Dominican Republic;
 - (c) an airline fails to prove before the aeronautical authorities of that Party granting those rights an ability to fulfil the conditions under the laws and regulations applied by these authorities in conformity with the provisions of the Convention and its annexes; or
 - (d) an airline otherwise fails to operate in accordance with the conditions prescribed by this Agreement.
- (2) Unless immediate action is essential to prevent further infringement of the laws and regulations referred to above, the rights enumerated in paragraph (1) of this Article shall be exercised only after consultations with the aeronautical authorities of the other Party. Unless otherwise agreed by the aeronautical authorities, such consultations between the aeronautical authorities of both Parties shall begin within a period of sixty (60) days from the date of request made by either aeronautical authorities.

Article 5

Application of Laws, Regulations and Procedures

- (1) While entering, being within or leaving the territory of one Party, laws, regulations and procedures in force in its territory relating to the operation and navigation of aircraft shall be complied by the other Party's airlines.
- (2) The laws, regulations and procedures in force in the territory of one Party relating particularly to admission to, stay in, transit through, or departure from its territory of passengers, crews, baggage and cargo including mail, immigration, passports, customs, currency, quarantine, health, veterinary or sanitary measures, shall apply to passengers, crew, baggage, cargo and mail carried by the aircraft of the designated airline of the other Party upon entry into or departure from or while within the territory of the said Party.
- (3) In the application of its customs, immigration, quarantine and similar regulations, neither Party shall give preference to its own or any other airlines over an airline of the other Party engaged in similar international air services.

Article 6

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.
- (2) The Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft,

Article 13
Capacity

- (1) There shall be fair and equal opportunity for the designated airlines of the Parties to operate air services on any route specified in the Annex to this Agreement.
- (2) In operating the agreed services the designated airline of each Party shall take into account the interests of the designated airline of the other Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.
- (3) The agreed services provided by the designated airlines of the Parties shall bear a close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers and cargo, including mail, coming from or destined for the territory of the Party designating the airline. Provision of the carriage of passengers and cargo, including mail, both embarked and disembarked at points on the specified routes in the territories of States, other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:
 - (a) traffic requirements to and from the territory of the Party which has designated the airline;
 - (b) traffic requirements of the area through which the agreed service passes, after taking account of other services established by airlines of the States comprising the area; and
 - (c) the requirements of through airline operation.

Article 14
Code-sharing

- (1) In operating or holding out air services on the specified routes any designated airline of one Party may enter into code-sharing and blocked-space arrangement with:
 - (a) an airline or airlines of either Party;
 - (b) an airline or airlines of a third Party. Should such a third Party not authorize or allow comparable arrangements between the airlines of the other Party and other airlines on services to, from and via such third State, the aeronautical authorities of the concerned Party have the right not to accept such arrangements.
- (2) The above provisions are, however, subject to the conditions that all airlines in such arrangements:
 - (a) hold the corresponding traffic rights and meet the provisions of this Agreement,
 - (b) meet the requirements applied to such arrangements by the aeronautical authorities of both Parties, and
 - (c) provide the consumers with the proper information concerning such code-sharing and blocked-space arrangements.
- (3) The airlines are required to file proposed code-sharing and blocked-space arrangements with the aeronautical authorities of both Parties at least thirty (30) days before its proposed introduction. Such code-sharing and blocked-space arrangements are subject to approval by the aeronautical authorities of both Parties.

Article 15

Timetables

- (1) An airline designated by one Party shall file to the aeronautical authorities of the other Party for registration at least thirty (30) days in advance the timetable of its intended services, specifying the frequency, type of aircraft, times, configuration and number of seats to be made available to the public and period of timetable validity. The same procedure shall apply to any modification thereof.
- (2) If the designated airline wishes to operate supplementary flights besides those covered in the timetables, it shall request permission from the aeronautical authorities of the other Party. Such request shall usually be submitted at least fifteen (15) working days before operating such flights.

Article 16

Intermodal Services

The designated airline of each Party shall have the right to employ, in connection with air transport of passengers and cargo, any surface transport to or from any point in the territories of the Parties or third countries. The designated airline may elect to perform their own surface transport or to provide it through arrangements, including code-share, with other surface carriers, subject to laws and regulations in force in the territory of a Party concerned. The intermodal services may be offered as a through service and at a single price for the air and surface transport combined, provided that passengers and shippers are informed as to the facts concerning such transport.

Article 17

Airline Representation

- (1) The designated airline of one Party shall be entitled, in accordance with the laws and regulations in force in the territory of the other Party relating to entry, residence, and employment, and on the basis of reciprocity, to bring into and to maintain in the territory of the other Party its representative and commercial, technical and other specialist staff reasonably required for the operation of the agreed services.
- (2) The representative and staff shall be subject to the laws and regulations in force in the territory of the other Party.
- (3) Subject to the laws and regulations in force in the respective territory, the designated airlines of both Parties shall have the right to establish in the territory of the other Party an office or offices for promotion of air transport and sale of the air services.

Article 18

Ground Handling

Subject to the laws and regulations in force in the territory of the respective Party including, the Standards and Recommended Practices (SARPs) of ICAO, contained in Annex 6 and 17, and in the case of the Czech Republic, European Union law, each designated airline shall have in the territory of the other Party the right to perform its own ground handling (self-handling) or, at its option, the right to select among competing suppliers that provide ground handling services in whole or in part. Unless it is manifestly impracticable under the provisions of national standards and also when limited by considerations of safety and aviation security

at airports. Where such laws and regulations limit or preclude self-handling and where there is no effective competition between suppliers that provide ground handling services, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

Article 19

Provision of Information

The aeronautical authorities of each Party shall provide the aeronautical authorities of the other Party, upon request, periodic statements of statistics or other similar information related to traffic carried by the designated airline on the routes specified in this Agreement as may be reasonably required for the purpose of reviewing the operation of agreed services.

Article 20

Consultations

- (1) The aeronautical authorities of the Parties shall have communication, which may be through discussion or by correspondence, to ensure close co-operation in all matters affecting the implementation of this Agreement.
- (2) Either Party may at any time request consultations on any problem related to this Agreement. Such consultations shall begin within a period of sixty (60) days from the date of the delivery of the request to the other Party, unless otherwise agreed by the Parties.

Article 21

Amendments

- (1) If either of the Parties considers it desirable to amend any provision of this Agreement, such amendment, if agreed between the Parties, shall come into force on the sixtieth (60) day after delivery of the latter of diplomatic notes confirming that the formalities constitutionally required for approval of this amendment have been complied with.
- (2) In an event a general multilateral convention related to international air transport and affecting the relations between the two Parties enters into force, this Agreement shall be amended to conform to the provisions of such multilateral convention in so far as those provisions have been accepted by both Parties.

Article 22

Settlement of Disputes

- (1) If any dispute arises between the Parties concerning the interpretation or application of this Agreement, the Parties to the first attempt to resolve their disputes through bilateral negotiations.
- (2) If the Parties fail to reach agreement by negotiation, they may at the request of either Party, submit the dispute to a tribunal of three arbitrators, one to be appointed by each Party and the third to be agreed upon by the two arbitrators appointed before and that such third arbitrator who is not a national of either Party. Each Party shall appoint one arbitrator within a period of sixty (60) days from the date of receipt of any Party to the other Party of diplomatic notes requesting the arbitration of the dispute and the third arbitrator shall be agreed within sixty (60) days. If either Party fails to

appoint its own arbitrator within sixty (60) days or if the third arbitrator is not agreed in the stated period, the Chairman of the International Civil Aviation Organization may be requested by any Party to appoint one or more arbitrators.

- (3) The arbitral tribunal shall reach its decisions by a majority of votes. Each Party shall bear the cost of its own arbitrator as well as of its representation in the arbitral proceedings; the cost of the third arbitrator and any other costs shall be borne in equal parts by the Parties. In all other respects the arbitral tribunal shall determine its own procedure.
- (4) The Parties commit to ensure any decision made under paragraph 3 of this Article.

Article 23 **Registration**

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

Article 24 **Termination**

Either Party may at any time give notice in writing through diplomatic channels to the other Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case this Agreement shall terminate twelve (12) months after the date of the delivery of the notice to the other Party, unless the notice to terminate is withdrawn with a consent of the other Party before the expiry of this period. In absence of acknowledgement of delivery to the other Party, the notice shall be deemed to have been delivered fourteen (14) days after the delivery of the notice to the International Civil Aviation Organization.

Article 25 **Entry into force**

Each Party shall notify the other Party by diplomatic note that the formalities constitutionally required in their respective country for approval of this Agreement have been complied with. This Agreement shall enter into force on the sixtieth (60) day after delivery of the latter of these two notifications.

Done at Nassau this seventh day of December 2016, in two originals in the Spanish, Czech and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

FOR THE DOMINICAN REPUBLIC

FOR THE CZECH REPUBLIC



Annex

Section I

Routes to be operated by the airlines designated by the Czech Republic:

Points in the Czech Republic	Intermediate Points	Points in the Dominican Republic	Beyond Points
Any points	Any points	Any points	Any points

Section II

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

Points in the Dominican Republic	Intermediate Points	Points in the Czech Republic	Beyond Points
Any points	Any points	Any points	Any points

Notes:

1. The routes may be operated in either direction.
2. The designated airlines of the Parties may on any or all flights:
 - (a) omit calling at any of the above mentioned points, provided that the agreed services on these routes begin at the point in the territory of the Party designating the airline;
 - (b) combine different flight numbers within the one aircraft operation;
 - (c) transfer traffic from any of its aircraft to any of its other aircraft at any point; and
 - (d) serve the intermediate points, beyond points and points in the territories of the Parties in any order.
3. References in this Agreement to nationals of the Czech Republic shall be understood as referring to nationals of European Union Member States. References in this Agreement to airlines of the Czech Republic shall be understood as referring to airlines designated by the Czech Republic.