

**AIR SERVICES AGREEMENT BETWEEN THE GOVERNMENT OF THE DOMINICAN  
REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE**

The Government of the Dominican Republic and the Government of the Republic of Singapore (hereinafter referred to individually as "Dominican Republic" and "Singapore" respectively and collectively as the "Parties");

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on 7 December 1944;

Acknowledging the importance of air transportation as a means of creating and preserving friendship, understanding and co-operation between the peoples of the Parties;

Desiring to promote an international aviation system based on competition among airlines in the marketplace with minimum government intervention and regulation;

Desiring to facilitate the expansion of international air services opportunities;

Recognising that efficient and competitive international air services enhance trade, the welfare of consumers, and economic growth;

Desiring to make it possible for airlines to offer the travelling and shipping public a variety of services options, and wishing to encourage individual airlines to develop and implement innovative and competitive prices; and

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 jeopardise 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) "aircraft equipment", "stores" and "spare parts" have the meanings assigned to them in Annex 9 of the Convention;
  - (b) "air service", international air service", "airline", and "stop for non-traffic purposes" have the meanings assigned to them in Article 96 of the Convention;
  - (c) "air transportation" means the public carriage by aircraft of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;
  - (d) "aeronautical authorities" means, in the case of Dominican Republic, the Civil Aviation Board of the Dominican Republic, and in the case of Singapore, the Minister for Transport, and the Civil Aviation Authority of Singapore; or, in both cases, their successors or any person or body who may be authorised to perform any functions at present exercisable by the above-mentioned authorities or similar functions;
  - (e) "Agreement" means this Agreement, its Annex and any amendments thereto;
  - (f) "agreed services" means scheduled international air services on the routes specified in the Annex to this Agreement for the transportation of passengers, baggage, cargo and mail, separately or in combination, in accordance with agreed capacity entitlements;
  - (g) "capacity" means the amount(s) of services provided under this Agreement, usually measured in the number of flights (frequencies) or seats or tonnes of cargo offered in a market (city pair, or country to country) or on a route during a specific period, such as daily, weekly, seasonally or annually;





- (h) "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 Convention under Articles 90 and 94 thereof, insofar as such Annexes or amendments have become effective for both Parties;
- (i) "designated airline" means an airline which has been designated and authorised to operate the agreed services in accordance with Article 3 of this Agreement;
- (j) "ICAO" means the International Civil Aviation Organization;
- (k) "intermodal air transportation" means the public carriage by aircraft and by one or more surface modes of transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;
- (l) "specified route" means a route specified in the Annex to this Agreement;
- (m) "tariff" 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;
- (n) "territory" shall apply as described in Article 2 of the Convention, and 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;
- (o) "sovereignty" shall apply as described in Article 1 of the Chicago Convention and the Parties recognise that every State has complete and exclusive sovereignty over the airspace above its territory; and
- (p) "user charges" means a charge made to airlines by the competent authority or permitted by that authority to be made, for the provision of airport property or facilities or of air navigation facilities, or aviation security facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo.

(2) All references to words in the singular shall be construed to include the plural and all references to words in the plural shall be construed to include the singular as the context requires.

## **ARTICLE 2** **Grant of Rights**

(1) Each Party grants to the other Party the following rights in respect of international air services conducted by the designated airlines of the other Party:

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

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

(3) Nothing in this Article shall be deemed to confer on the designated airlines of each Party the right to take on board, in the territory of the other Party, passengers, baggage, cargo, or mail, separately or in combination, carried for remuneration or hire and destined for another point in the territory of the other Party.



(4) All the rights granted in this Article by each Party shall not be assigned to any other third party.

(5) If because of armed conflict, political disturbances or developments, or special and unusual circumstances, the designated airline of one Party is unable to operate a service on its normal routing, the other Party shall use its best efforts to facilitate the continued operation of such service through appropriate rearrangements of such routes, including the grant of rights for such time as may be necessary to facilitate viable operations.

### **ARTICLE 3**

#### **Designation and Authorisation**

(1) Each Party shall have the right to designate one or more airline(s) for the purpose of operating the agreed services on the routes specified in the Annex to this Agreement and to withdraw or alter such designations. Such designations or withdrawals or alterations thereof as the case may be, shall be transmitted in writing through the diplomatic channel to the other Party.

(2) On receipt of such a designation, and of application from the designated airline, in the form and manner prescribed for operating authorisation and technical permission, the aeronautical authorities of the other Party shall grant the appropriate operating authorisation and technical permission with minimum procedural delay, provided that they are satisfied that:

- (a) the other Party designating the airline has and maintains effective regulatory control of the designated airline;
- (b) the designated airline 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 authorities in conformity with the Convention; and
- (c) the Party designating the airline is in compliance with Article 8 and Article 9 of this Agreement.
- (d) the designated airline is established and certified under the laws of the Party designating the airline and its principal office established in that State.

(3) On receipt of the operating authorisation and technical permission, a designated airline may at any time begin to operate the agreed services for which it is so designated, provided that the airline complies with the applicable provisions of this Agreement.

### **ARTICLE 4**

#### **Withholding, Revocation, Suspension and Limitation of Operating Authorisation or Technical Permission**

(1) The aeronautical authorities of each Party shall have the right to withhold, revoke, suspend, limit or impose conditions on the operating authorisation or technical permission of a designated airline of the other Party, in any case where the aeronautical authorities of the Party receiving the designation are not satisfied that:

- (a) the other Party designating the airline has and maintains effective regulatory control of the designated airline;
- (b) the designated airline 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 authorities in conformity with the Convention;
- (c) the Party designating the airline is in compliance with Article 8 and Article 9 of this Agreement;
- (d) the designated airline is established and certified under the laws of the Party designating the airline and its principal office established in that State; or
- (e) the designated airline operates in accordance with the conditions prescribed under this Agreement.





(2) Unless immediate action is essential to prevent infringement of the laws and regulations referred to above or unless safety or security requires action in accordance with the provisions of Article 8 or Article 9 of this Agreement, the rights enumerated in paragraph (1) of this Article shall be exercised only after consultations between the aeronautical authorities in conformity with Article 20 of this Agreement.

(3) This Article does not limit the rights of each Party to withhold, revoke, suspend, limit or impose conditions on the operating authorisation or technical permission of a designated airline of the other Party, in accordance with Article 8 and Article 9 of this Agreement.

#### **ARTICLE 5** **Application of Laws**

(1) The laws and regulations of each 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 airlines of the other Party.

(2) The laws and regulations of each 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 airlines of the other Party while they are within the said territory.

(3) Neither Party shall give preference to its own or any other airline over a designated airline of the other Party engaged in similar international air services in the application of its laws and regulations provided for in this Article.

#### **ARTICLE 6** **Direct Transit**

Passengers, baggage, cargo and mail in direct transit through the territory of each Party and not leaving the area of the airport reserved for such purpose shall not be subject to further examination except for reasons of aviation security, narcotics control, prevention of illegal entry or in special circumstances. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

#### **ARTICLE 7** **Recognition of Certificates and Licences**

(1) Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Party and still in force shall be recognised as valid by the other Party for the purpose of operating the agreed services provided that the requirements under which such certificates and licences were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.

(2) If the privileges or conditions of licences or certificates referred to in paragraph (1) of this Article, issued or rendered valid 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, whether or not that difference has been filed with the ICAO, the other Party may, without prejudice to the rights of the Party, request consultations in accordance with Article 20 of this Agreement with the Party with a view to satisfying itself that the practice in question is acceptable to it.

(3) Each Party reserves the right, however, to refuse to recognise, for the purpose of flights above or landing within its own territory, certificates of competency and licences granted to its own nationals by the other Party.

#### **ARTICLE 8** **Aviation Safety**

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





(2) If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards in 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 of ICAO, 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 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 authorised representatives of the other Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its flight crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

(4) If any such ramp inspection or a series of ramp inspections gives rise to serious concerns that:

- (a) 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) 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 ramp 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 flight crew of that aircraft have been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

(5) In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by or on behalf of 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 draw the conclusions referred in that paragraph.

(6) Each Party reserves the right to suspend or vary the operating authorisation of an airline or airlines 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.

(7) Any action by one Party in accordance with paragraph (2) or paragraph (6) of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

## **ARTICLE 9** **Aviation Security**

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

(2) 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, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991, and any other convention and protocol relating to the security of civil aviation which both Parties adhere to.

(3) The Parties shall provide, upon request, all practicable 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 ICAO and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Parties. Each Party shall require that operators of aircraft of its registry or operators of aircraft that have their principal place of business or permanent residence in its territory and the operators of airports in its territory act in conformity with such aviation security provisions.

(5) Each Party agrees that such operators of aircraft shall be required to observe the aviation security provisions referred to in paragraph (4) of this Article and in conformity with the laws and regulations in force in the other Party as required 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 act favourably upon any request from the other Party for reasonable special security measures to meet a particular threat.

(6) When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities 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, to the extent practicable under the circumstances.

(7) When a Party has reasonable grounds to believe that the other Party has departed from the provisions of this Article, the aeronautical authorities of the first Party may request immediate consultations with the aeronautical authorities of the other Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds for the application of Article 4 of this Agreement. When required by an emergency, or to prevent further non-compliance with the provisions of this Article, a Party may take interim action under Article 4 of this Agreement prior to the expiry of fifteen (15) days. Any action taken in accordance with this paragraph shall be discontinued upon compliance by the other Party with the security provisions of this Article.

#### **ARTICLE 10** **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 air services.

(2) Each Party shall encourage consultations on user charges between its competent charging authority and airlines using the services and facilities provided by those charging authorities, where practicable through those airlines' representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Party shall further encourage its competent charging authority and such users to exchange appropriate information concerning user charges.

#### **ARTICLE 11** **Customs Duties**

(1) Each Party shall on the basis of reciprocity exempt a designated airline of the other Party to the fullest extent possible under its national laws, rules and regulations from customs duties, excise taxes, inspection fees and other national duties and charges on aircraft, fuel, ground equipment, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores including food, beverages, liquor and tobacco for sale to or use by passengers in limited quantities during the flight and other items, such as printed air waybills, any printed material which bears the insignia of the company printed thereon and usual publicity material





distributed free of charge by that designated airline, intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline of the other Party operating the agreed services.

(2) The exemptions granted by this Article shall apply to the items referred to in paragraph (1) of this Article, which are:

- (a) introduced into the territory of one Party by or on behalf of the designated airline of the other Party provided that such items may be required to be kept under customs control or supervision; or
- (b) retained on board aircraft for use by the designated airline of one Party upon arrival in or leaving the territory of the other Party; or
- (c) taken on board aircraft by the designated airline of one Party in the territory of the other Party and intended for use in operating the agreed air services,

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 exemptions provided for by this Article shall also apply to cases where a designated airline of one Party has entered into arrangements with another airline for the loan or transfer in the territory of the other Party of the items specified in paragraph (1) of this Article, provided such other airline similarly enjoys such exemption from the other Party.

#### **ARTICLE 12** **Fair Competition**

Each Party shall afford the designated airlines of the other Party fair and equal opportunity, in accordance with its competition laws, to operate the agreed services.

#### **ARTICLE 13** **Capacity**

(1) Each Party shall allow each designated airline to determine the frequency and capacity of the international air service it offers based on commercial considerations in the market. Consistent with this right, neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

(2) Neither Party shall impose on the designated airlines of the other Party a first-refusal requirement, uplift ratio, no-objection fee, or any other requirements with respect to capacity, frequency or traffic that would be inconsistent with the purposes of this agreement.

(3) A Party may require the filing of schedules, programmes for non-scheduled air services, or operational plans by the airlines of the other Party for approval to the aeronautical authorities of the other Party at least thirty (30) days prior to the operation of the agreed services. Any modification thereof shall be submitted for consideration at least fifteen (15) days prior to the operation.

(4) For supplementary flights which the designated airline(s) of a Party wishes to operate on the agreed services outside the approved timetable, that airline must request prior permission from the aeronautical authorities of the other Party. Such requests shall usually be submitted at least four (4) working days prior to the operation of such flights.

(5) The aeronautical authorities of both Parties may provide each other, on request, with periodic statistics or other similar information relating to the traffic carried on the agreed services.





**ARTICLE 14**  
**Tariffs**

(1) The Parties agree to give particular attention to tariffs which may be objectionable because they appear unreasonably discriminatory, unduly high or restrictive because of the abuse of a dominant position, or artificially low because of direct governmental subsidy or support.

(2) Each Party may require notification or filing of tariffs proposed by the designated airlines of the other Party for carriage to or from its territory. Such notification or filing may be required not more than thirty (30) days before the proposed date of introduction. In special cases, this period may be reduced.

**ARTICLE 15**  
**Remittance of Earnings**

Each Party shall, subject to its domestic laws, permit the designated airlines of the other Party to convert and transmit abroad to the designated airlines' choice of country, on demand, all local revenues from the sale of air services and associated activities directly linked to air services in excess of sums locally disbursed, with conversion and remittance permitted promptly without restrictions, discrimination or taxation in respect thereof at the rate of exchange applicable as of the date of the request for conversion and remittance.

**ARTICLE 16**  
**Commercial Activities**

(1) Each Party shall accord the designated airlines of the other Party the right to sell and market international air services and related products in its territory, either directly or through agents or other intermediaries of the designated airlines' choice, including the right to establish offices, both on-line and off-line.

(2) Each designated airline shall have the right to sell air services in the currency of the other Party or, at its discretion, in freely convertible currencies of other countries, and any person shall be free to purchase such air services in currencies accepted by that designated airline.

(3) The designated airlines of each Party shall have the right, in accordance with the laws and regulations of the other Party relating to entry, residence and employment, to bring into and maintain in the territory of the other Party their own managerial, technical, operational and other specialist staff who are required for the operation of international air services.

(4) The designated airlines of each Party shall have the right to pay for local expenses, including purchase of fuel, in the territory of the other Party in local currency. At their discretion, the designated airlines of each Party may pay for such expenses in the territory of the other Party in freely convertible currencies according to local currency regulations.

**ARTICLE 17**  
**Ground Handling**

(1) Each Contracting Party shall permit the designated airlines of the other Contracting Party when operating in its territory, on the basis of reciprocity and where available, to perform their own ground handling ("self-handling") and, at their option, to have all or part of those services provided by one or more duly authorized suppliers. Where the laws, regulations or contractual provisions of each Contracting Party limit or preclude self-handling, each Contracting Party shall treat a designated airline on a non-discriminatory basis regarding ground handling services provided by one or more duly authorized providers.

(2) The exercise of the rights provided in paragraph 1 shall be subject only to the physical or operational limitations resulting from considerations of safety or aviation security at the airport.

**ARTICLE 18**  
**Cooperative Arrangements**

(1) In operating or holding out the agreed services on the routes specified in the Annex to this Agreement, the designated airlines of each Party shall be permitted to



enter into cooperative marketing arrangements such as blocked-space or code-sharing arrangements, with:

- (a) an airline or airlines of the same Party;
- (b) an airline or airlines of the other Party;
- (c) an airline or airlines of a third country; and
- (d) a surface transportation provider of any country,

provided that,

- (i) all airlines in such arrangements hold the appropriate authority to operate on the routes and segments concerned; and
- (ii) in respect of any tickets sold, the airline makes it clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

(2) In addition to operating or holding out the agreed services on the specified routes, any designated airlines of either Party shall be entitled to, when operating services as the marketing airline through cooperative marketing arrangements with an airline or airlines of the other Party or of a third country, serve any points within the territory of the other Party.

#### **ARTICLE 19** **Aircraft Leasing**

(1) Each Party may prevent the use of leased aircraft for air services under this Agreement, which does not comply with Article 8 and Article 9 of this Agreement.

(2) Subject to paragraph (1) of this Article, the designated airlines of each Party may use aircraft (or aircraft and crew) leased from any company, including other airlines, provided that this will not result in a lessor airline exercising traffic rights it does not have.

#### **ARTICLE 20** **Intermodal Services**

Each designated airline shall, subject to the domestic laws of the Parties, be permitted to use surface modes of transport without restriction in conjunction with its international passenger and/or cargo air services.

#### **ARTICLE 21** **Consultations**

Except as provided in Article 8 and Article 9 of this Agreement, either Party may, at any time, request consultations on the interpretation, application, implementation or amendment of or compliance with this Agreement. Such consultations, which may be through discussion or by writing between the aeronautical authorities, shall begin within a period of sixty (60) days from the date the other Party receives a written request, unless otherwise agreed by the Parties.

#### **ARTICLE 22** **Settlement of Disputes**

(1) If any dispute arises between the Parties concerning the interpretation or application of this Agreement, the aeronautical authorities of the Parties shall in the first place endeavour to settle it by consultations and negotiations. In the event that no agreement is reached, the Parties will endeavour to settle the dispute through diplomatic channels.

(2) If the Parties fail to reach a settlement of the dispute by consultations or through diplomatic channels, it may be referred by them to such person or body as they may agree on or, at the written request of either Party, shall be submitted for decision to a tribunal of three arbitrators which shall be constituted in the following manner:



- (a) within sixty (60) days after receipt of a written request for arbitration, each Party shall appoint one arbitrator. A national of a third country, who shall act as President of the tribunal, shall be appointed as the third arbitrator by agreement between the two arbitrators, within thirty (30) days of the appointment of the second arbitrator;
- (b) if within the time limits specified in paragraph (2) subparagraph (a) of this Article, any appointment has not been made, either Party may, in writing, request the President of the Council of the ICAO to make the necessary appointment within thirty (30) days. If the President is of the same nationality as one of the Parties, the most senior Vice-President shall be requested to make the appointment. If the Vice-President is of the same nationality as one of the Parties, the Member of the Council of the ICAO next in seniority who is not of the same nationality as one of the Parties shall be requested to make the appointment. In this case, the third arbitrator appointed by the President or Vice-President or Member of the Council of the ICAO, as the case may be, shall not be a national or permanent resident of the respective States of the Parties.
- (3) Except as hereinafter provided by this Article or as otherwise agreed by the Parties, the tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure. At the direction of the tribunal or at the written request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held no later than fifteen (15) days after the tribunal is fully constituted.
- (4) Except as otherwise agreed by the Parties or prescribed by the tribunal, each Party shall submit a memorandum within forty-five (45) days of the time the tribunal is fully constituted. Each Party may submit a reply within sixty (60) days of submission of the memorandum of the other Party. The tribunal shall hold a hearing at the written request of either Party or at its discretion within fifteen (15) days after replies are due.
- (5) The tribunal shall attempt to give a written decision within thirty (30) days after completion of the hearing or, if no hearing is held, thirty (30) days after the date both replies are submitted. The decision shall be taken by a majority vote.
- (6) The Parties may submit written requests for clarification of the decision within fifteen (15) days after it is received and such clarification shall be issued within fifteen (15) days of such request.
- (7) The decision of the tribunal shall be binding on the Parties.
- (8) Each Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Parties, including any expenses incurred by the President, Vice-President or Member of the Council of the ICAO in implementing the procedures in paragraph (2) of this Article.
- (9) If and so long as either Party fails to comply with any decision given under paragraph (5) of this Article, the other Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Party in default or to the designated airline or airlines in default.

### **ARTICLE 23** **Amendments**

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



**ARTICLE 24**  
**Multilateral Agreements**

If a multilateral agreement concerning air services comes into force in respect of both Parties, any difference in the obligations of the Parties under this Agreement and that other agreement shall, as between both Parties, be resolved in favour of the provision(s) that provide for the designated airlines the greater:

- (a) exercise of traffic rights;
- (b) aviation security; or
- (c) aviation safety,

unless otherwise agreed by the Parties or the context otherwise requires.

**ARTICLE 25**  
**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 ICAO. This Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Party, unless the notice is withdrawn by agreement before the end of this period. In the absence of acknowledgement of receipt by the other Party, the notice shall be deemed to have been received fourteen (14) days after receipt of the notice by the ICAO.

**ARTICLE 26**  
**Registration of Agreement**

This Agreement and any amendment thereto shall be registered upon entry into force with the ICAO.

**ARTICLE 27**  
**Entry into Force**

This Agreement shall enter into force on the date on which the Parties have exchanged notes confirming the completion of their respective internal procedures for the entry into force of this Agreement, or such other date as the Parties may agree.

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

Done in Kuala Lumpur, Malaysia on this 22<sup>nd</sup> day of October 2024, in duplicate in the English and the Spanish languages, each of these texts being equally authentic. In case of dispute, the English text shall prevail.

**FOR THE GOVERNMENT OF THE  
DOMINICAN REPUBLIC**

  
**HÉCTOR PORCELLA DUMAS**  
PRESIDENT  
CIVIL AVIATION BOARD

**FOR THE GOVERNMENT OF THE  
REPUBLIC OF SINGAPORE**

  
**KOH SOON BENG**  
DIRECTOR (AIR TRANSPORT)  
CIVIL AVIATION AUTHORITY OF  
SINGAPORE



**ANNEX I**  
**Route Schedule**

**Schedule I**

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

Points of Origin	Intermediate Points	Points of Destination	Beyond Points
Any Points in Dominican Republic	Any Points	Any Points in Singapore	Any Points

**Schedule II**

Routes to be operated by the designated airlines of Singapore:

Points of Origin	Intermediate Points	Points of Destination	Beyond Points
Any Points in Singapore	Any Points	Any Points in Dominican Republic	Any Points

Notes:

(1) While operating an agreed service on a specified route, each designated airline may, in addition to the rights specified in Article 2 of this Agreement, on any or all flights and at its option:

- (a) operate flights in either or both directions;
- (b) combine different flight numbers within one aircraft operation;
- (c) serve intermediate and beyond points and points in the territories of the Parties (including co-terminal points) on the routes in any combination and in any order;
- (d) omit stops at any point or points;
- (e) transfer traffic, including under code-sharing arrangements, from any of its aircraft to any of its other aircraft at any point on the routes;
- (f) serve points behind any point in its territory with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services; and
- (g) make stopovers between any points whether within or outside the territories of the Parties;

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement; provided that with the exception of all-cargo services, the service serves a point in the territory of the Party designating the airline.

(2) On any segment or segments of the routes above, any designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated; provided that, with the exception of all-cargo services, 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.

(3) The designated airlines of each Party shall have the right to terminate its air services in the territory of the other Party.





**ANNEX II**  
**Non-Scheduled/Charter Air Services**

(1) The designated airlines of each Party shall have the right to operate non-scheduled air services between the Parties. The airlines must request prior permission from the aeronautical authorities of the other Party. Such requests shall usually be submitted at least seventy-two hours prior to the operation of such air services.

(2) In accordance with its own laws and regulations, the non-scheduled/charter air services of the designated airlines of each Party shall not unduly affect the operation of the agreed services on the routes.

