

**AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE DOMINICAN
REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF SURINAME**

The Government of the Dominican Republic and the Government of the Republic of Suriname (hereinafter "the Parties");

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

Desiring to make it possible for airlines to offer the traveling and shipping public a variety of service options, at the lowest prices that are not discriminatory and do not represent abuse of a dominant position and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

Desiring to facilitate the expansion of international air transport opportunities;

Desiring to ensure the highest degree of safety and security in international air transport 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 transportation, and undermine public confidence in the safety of civil aviation; and

Being Parties to the Convention on International Civil Aviation, done at Chicago December 7, 1944;

Have agreed as follows:

Article 1
Definitions

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

1. "Aeronautical authorities" means, in the case of the Republic of Suriname, the Ministry of Transport, Communication and Tourism and in the case of the Dominican Republic, the Civil Aviation Board;
2. "Agreement" means this Agreement and any amendments thereto;
3. "Air transportation" means the public carriage by aircraft of passengers, baggage, cargo, and mail, separately or in combination, scheduled or charter, for remuneration or hire;
4. "Airline of a Party" means an airline that has received its Air Operator's Certificate (AOC) from and has its principal place of business in the territory of that Party;
5. "Convention" means the Convention on International Civil Aviation, done at Chicago December 7, 1944, and includes:
 - a. any amendment that has entered into force under Article 94(a) of the Convention and has been ratified by both Parties, and
 - b. any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both Parties;
6. "Full cost" means the cost of providing service plus a reasonable charge for administrative overhead;
7. "International air transportation" means air transportation that passes through the airspace over the territory of more than one State;

8. "Price" means any fare, rate, or charge for the carriage of passengers, baggage, or cargo (excluding mail) in air transportation, including surface transportation in connection with international air transportation, charged by airlines, including their agents, and the conditions governing the availability of such fare, rate, or charge;

9. "Stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo, or mail in air transportation;

10. "Territory" and "Sovereignty" in relation to a State shall be applied as described in Articles (2) and (1) of the Convention, and shall read as follows:

Sovereignty: "The contracting states recognize that every State has complete and exclusive sovereignty over the airspace above its territory" and Territory: "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".

11. "User charge" means a charge imposed on airlines for the provision of airport, airport environmental, air navigation, or aviation security facilities or services including related services and facilities.

12. "ICAO" means the International Civil Aviation Organization;

13. "Intermodal 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;

Article 2 **Grant of Rights**

1. Each Party grants to the other Party the following rights for the conduct of international air transportation by the 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 perform international air transportation between points on the following routes:
 - (i) for airlines of the Dominican Republic, from points in the Dominican Republic via intermediate points to any point or points in Suriname and beyond; and the rights otherwise specified in this Agreement.
 - (ii) for airlines of the Republic of Suriname, from points in Suriname via intermediate points to any point or points in the Dominican Republic and beyond.

2. Each airline of a Party may, 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 in any combination and in any order;
- d. omit stops at any point or points;
- e. transfer traffic from any of its aircraft to any of its other aircraft at any point;
- f. serve points in its territory with or without change of aircraft or flight number and hold out and advertise such services to the public as through services;

- g. make stopovers at any points whether within or outside the territory of either Party;
- h. carry transit traffic through the other Party's territory; and
- i. combine traffic on the same aircraft regardless of where such traffic originates within the routes above;

without directional or geographic limitation and without loss of any rights specified in this Agreement, provided that the transportation is part of a service that serves a point in the homeland of the airline.

3. On any segment or segments of the routes above, any airline of a Party 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, in the outbound direction, the transportation beyond such point is a continuation of the transportation from the homeland of the airline and, in the inbound direction, the transportation to the homeland of the airline is a continuation of the transportation from beyond such point.

4. Nothing in this Article shall be deemed to confer on the airline or airlines of one Party the rights to take on board, in the territory of the other Party, passengers, baggage, cargo, or mail carried for compensation and destined for another point in the territory of that other Party.

Article 3 **Authorization**

1. Each Party, on receipt of applications from an airline of the other Party, in the form and manner prescribed for operating authorizations and technical permissions, shall grant appropriate authorizations and permissions with minimum procedural delay, provided:

- a. In the case of the Dominican Republic, effective regulatory control of the airline is exercised and maintained by the Party designating responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation; and the designated airline is incorporated and certified under the laws of the Party designating and has its principal place of business in the territory of the designating Party;
 - b. In the case of Suriname, substantial ownership and effective control of that airline are vested in the Party, nationals of that Party, or both.
2. The airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Party considering the application or applications; and
3. The other Party is maintaining and administering the provisions set forth in Article 6 (Safety) and Article 7 (Aviation Security).

Article 4 **Revocation of Authorization**

1. Either Party may revoke, suspend, limit, or impose conditions on the operating authorizations or technical permissions of an airline where:

- a. that airline is not an airline of the other Party under Article 1 (4);
- b. that airline has failed to comply with the laws and regulations referred to in Article 5 (Application of Laws) of this Agreement;
- c. In the case of the Dominican Republic, the designated airline is not established, constituted, and licensed under the applicable laws and regulations of the Party designating and does not have its principal place of business in its national territory and

effective regulatory control of the airline is not exercised and maintained by the Party responsible for issuing its Air Operator's Certificate or the relevant aeronautical authority is not clearly identified in the designation;

d. In the case of Suriname, substantial ownership and effective control of that airline are not vested in the Party, the other Party's nationals, or both.

2. Unless immediate action is essential to prevent further noncompliance with subparagraph 1d of this Article, the rights established by this Article shall be exercised only after consultation with the other Party.

3. This Article does not limit the rights of either Party to withhold, revoke, suspend, limit, or impose conditions on the operating authorization or technical permission of an airline or airlines of the other Party in accordance with the provisions of Article 6 (Safety) or Article 7 (Aviation Security).

Article 5 **Application of Laws**

1. The laws and regulations of a Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be complied with by such aircraft upon entering, when departing from, or while within the territory of the first Party.

2. While entering, within, or leaving the territory of one Party, its laws and regulations relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by, or on behalf of, such passengers, crew or cargo of the other Party's airlines.

Article 6 **Safety**

1. Each Party shall recognize as valid, for the purpose of operating the air transportation provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards that may be established pursuant to the Convention. Each Party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Party.

2. Either Party may request consultations concerning the safety standards maintained by the other Party relating to aeronautical facilities, aircrews, aircraft, and operation of airlines of that other Party.

3. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards and requirements in these areas that at least equal the minimum standards that may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered necessary to conform with these minimum ICAO standards, and the other Party shall take appropriate corrective action.

4. Each Party reserves the right to withhold, revoke, suspend, limit, or impose conditions on the operating authorization or technical permission of an airline or airlines of the other Party in the event the other Party does not take such appropriate corrective action within a reasonable time and to take immediate action, prior to consultations, as to such airline or airlines if the other Party is not maintaining and administering the aforementioned standards and immediate action is essential to prevent further noncompliance.

Article 7

Aviation Security

1. The Parties affirm 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 Offenses and Certain Other Acts Committed on Board Aircraft, done at Tokyo September 14, 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, done at The Hague December 16, 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal September 23, 1971, and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal February 24, 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on March 1, 1991, or any other convention or 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, of their passengers and crew, and of airports and air navigation facilities, and to address any other threat to the security of civil air navigation.
3. The Parties shall, in their mutual relations, act in conformity with the aviation security standards and appropriate recommended practices established by the International Civil Aviation Organization and designated as Annexes to the Convention; they shall require that operators of aircraft of their registry, operators of aircraft that have their principal place of business or permanent residence in their territory, and the operators of airports in their territory act in conformity with such aviation security provisions.
4. Each Party agrees to observe the security provisions required by the other Party for entry into, for departure from, and while within the territory of that other Party and to take adequate measures to protect aircraft and to inspect passengers, crew, and their baggage and carry-on items, as well as cargo and aircraft stores, prior to and during boarding or loading. Each Party shall also give positive consideration to any request from the other Party for special security measures to meet a particular threat.
5. When an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of passengers, crew, aircraft, 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.
6. 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 15 days from the date of such request shall constitute grounds to withhold, revoke, suspend, limit, or impose conditions on the operating authorization and technical permissions of an airline or airlines of that Party. When required by an emergency, a Party may take interim action prior to the expiry of 15 days.

Article 8

Commercial Opportunities

1. The airlines of each Party shall, in accordance with the laws and regulations of the other Party, have the right to establish offices in the territory of the other Party for the promotion and sale of air transportation.
2. The airlines of each Party shall be entitled, in accordance with the laws and regulations of the other Party relating to entry, residence, and employment, to bring in and maintain in the territory of the other Party managerial, sales, technical, operational, and other specialist staff required for the provision of air transportation.

3. 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.

4. 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.

5. An airline of a Party may engage in the sale of air transportation in the territory of the other Party directly and, at the airline's discretion, through its agents, except as may be specifically provided by the charter regulations of the country in which the charter originates that relate to the protection of passenger funds, and passenger cancellation and refund rights. Each airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation, in freely convertible currencies.

6. Each airline shall have the right to convert and remit to its country and, except where inconsistent with generally applicable law or regulation, any other country or countries of its choice, on demand, local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof at the rate of exchange applicable to current transactions and remittance on the date the carrier makes the initial application for remittance.

7. The airlines of each Party shall be permitted to pay for local expenses, including purchases of fuel, in the territory of the other Party in freely convertible currencies, according to the laws and regulations of each Party.

8. In operating or holding out the authorized services under this Agreement, any airline of one Party may enter into cooperative marketing arrangements such as blocked-space, code-sharing, or leasing arrangements, with

- a. an airline or airlines of either Party; and
- b. an airline or airlines of a third country;

provided that all participants in such arrangements (i) hold the appropriate authority and (ii) meet the requirements normally applied to such arrangements.

9. Airlines and indirect providers of cargo transportation of both Parties shall be permitted, without restriction, to employ in connection with international air transportation any surface transportation for cargo to or from any points in the territories of the Parties or in third countries, including to and from all airports with customs facilities and to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. Airlines may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other airlines and indirect providers of cargo air transportation. Such intermodal cargo services may be offered at a single, through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation.

Article 9

Customs Duties and Charges

1. On arriving in the territory of one Party, aircraft operated in international air transportation by the airlines of the other Party, their regular equipment, ground equipment, fuel, lubricants, consumable technical supplies, spare parts (including engines), aircraft stores (including but not limited to such items of food, beverages and liquor, tobacco, and other products destined for sale to or use by passengers in limited quantities during flight), and other items intended for or used

solely in connection with the operation or servicing of aircraft engaged in international air transportation shall be exempt, on the basis of reciprocity, from all import restrictions, property taxes and capital levies, customs duties, excise taxes, and similar fees and charges that are (a) imposed by the national authorities, and (b) not based on the cost of services provided, provided that such equipment and supplies remain on board the aircraft.

2. There shall also be exempt, on the basis of reciprocity, from the taxes, levies, duties, fees, and charges referred to in paragraph 1 of this Article, with the exception of charges based on the cost of the service provided:

- a. aircraft stores introduced into or supplied in the territory of a Party and taken on board, within reasonable limits, for use on outbound aircraft of an airline of the other Party engaged in international air transportation, even when these stores are to be used on a part of the journey performed over the territory of the Party in which they are taken on board;
- b. ground equipment and spare parts (including engines) introduced into the territory of a Party for the servicing, maintenance, or repair of aircraft of an airline of the other Party used in international air transportation;
- c. fuel, lubricants, and consumable technical supplies introduced into or supplied in the territory of a Party for use in an aircraft of an airline of the other Party engaged in international air transportation, even when these supplies are to be used on a part of the journey performed over the territory of the Party in which they are taken on board; and
- d. promotional and advertising materials introduced into or supplied in the territory of one Party and taken on board, within reasonable limits, for use on outbound aircraft of an airline of the other Party engaged in international air transportation, even when these materials are to be used on a part of the journey performed over the territory of the Party in which they are taken on board.

3. Equipment and supplies referred to in paragraphs 1 and 2 of this Article may be required to be kept under the supervision or control of the appropriate authorities.

4. The exemptions provided by this Article shall also be available where the airlines of one Party have contracted with another airline, which similarly enjoys such exemptions from the other Party, for the loan or transfer in the territory of the other Party of the items specified in paragraphs 1 and 2 of this Article.

Article 10

User Charges

1. User charges that may be imposed by the competent charging authorities or bodies of each Party on the airlines of the other Party shall be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users. In any event, any such user charges shall be assessed on the airlines of the other Party on terms not less favorable than the most favorable terms available to any other airline at the time the charges are assessed.

2. User charges imposed on the airlines of the other Party may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport, airport environmental, air navigation, and aviation security facilities and services at the airport or within the airport system. Such charges may include a reasonable return on assets, after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis.

3. Each Party shall encourage consultations between the competent charging authorities or bodies in its territory and the airlines using the services and facilities, and shall encourage the competent charging authorities or bodies and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs 1 and 2 of this Article. Each Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for changes in user charges to enable users to express their views before changes are made.

4. Neither Party shall be held, in dispute resolution procedures pursuant to Article 14, to be in breach of a provision of this Article, unless (a) it fails to undertake a review of the charge or practice

that is the subject of complaint by the other Party within a reasonable amount of time; or (b) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

Article 11 **Fair Competition**

1. Each Party shall allow a fair and equal opportunity for the airlines of both Parties to compete in providing the international air transportation governed by this Agreement.
2. Each Party shall allow each airline to determine the frequency and capacity of the international air transportation it offers based upon commercial considerations in the marketplace. Consistent with this right, neither Party shall unilaterally limit the volume of traffic, frequency, or regularity of service, or the aircraft type or types operated by the 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 airlines a first-refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to capacity, frequency, or traffic that would be inconsistent with the purposes of this Agreement.
4. Neither Party shall require the filing of schedules, programs for charter flights, or operational plans by airlines of the other Party for approval, except as may be required on a non-discriminatory basis to enforce the uniform conditions foreseen by paragraph 2 of this Article or as may be specifically authorized in this Agreement. If a Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air transportation intermediaries and on airlines of the other Party.

Article 12 **Pricing**

1. Each Party shall allow prices for air transportation to be established by airlines of both Parties based upon commercial considerations in the marketplace. Intervention by the Parties shall be limited to:
 - a. prevention of unreasonably discriminatory prices or practices;
 - b. protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position; and
 - c. protection of airlines from prices that are artificially low due to direct or indirect governmental subsidy or support.
2. Either Party may require notification to or filing with its aeronautical authorities of prices to be charged to or from its territory by airlines of the other Party. Such notification or filing by the airlines may be required to be made not later than the initial offering of a price, regardless of the form, electronic or other, in which the price is offered.
3. Neither Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by (i) an airline of one Party for international air transportation between the territories of the Parties, or (ii) an airline of one Party for international air transportation on an interline or interline basis. If either Party believes that any such price is inconsistent with the considerations set forth in paragraph 1 of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. Without such mutual agreement, the price shall go into effect or continue in effect.

Article 13
Double Taxation

1. Profits derived by an airline of a Party from the operation in international traffic of aircraft shall be taxable only in the territory where the headquarter of that airline is vested.
2. For purposes of this Article, profits from the operation in international traffic of aircraft include profits derived from the sale of aircraft operated in international traffic.
3. The provisions of paragraphs 1 and 2 of this Article shall also apply to profits from the participation in a pool, a joint business or an international operating agency.

Article 14
Non-Scheduled / Charter Flights

1. Subject to the laws and regulations of each Party, Airlines of each Party may transport passengers charter - type (and its accompanying baggage) international traffic and / or cargo (including, but not limited to a combination passenger / cargo).
2. Each Party shall, subject to reciprocity, shall respond within the deadlines established by the Aeronautical Authorities of the Parties, without delay, requests for non-scheduled or charter operations carried out by the Airlines that are duly authorized by the concerned Party.
3. Provisions concerning to the Application of Laws and Regulations, Recognition of Certificates and Licenses, Aviation Safety, Aviation Security, User Charges, Exemption from Customs and other Duties and Taxes, Consultations and all other relevant articles on this Agreement shall also apply to non-scheduled or charter flights operated by the Airlines of a Party to and from the Territory of the other Party.

Article 15
Consultations

Either Party may, at any time, request consultations, through the diplomatic channels, relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than 60 days from the date the other Party receives the request unless otherwise agreed.

Article 16
Settlement of Disputes

1. Any dispute arising under this Agreement, except those that may arise under Article 12 (Pricing), that is not resolved within 30 days of the date established for consultations pursuant to a request for consultations under Article 14, shall in the first place endeavor to settle it by negotiation, or by agreement of the Parties, for decision to some person or body. If the Parties do not so agree, either Party may give written notice to the other Party through diplomatic channels that it is requesting that the dispute be submitted to arbitration.
2. Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:
 - a. Within 30 days after the receipt of a request for arbitration, each Party shall name one arbitrator. Within 60 days after these two arbitrators have been named, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral tribunal;
 - b. If either Party fails to name an arbitrator, or if the third arbitrator is not appointed, in accordance with subparagraph a of this paragraph, either Party may request the President of the Council of the International Civil Aviation Organization to appoint the necessary arbitrator or arbitrators within 30 days. If the President of the Council is of the same nationality as one of the Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.

3. The arbitral tribunal shall be entitled to decide the extent of its jurisdiction under this Agreement and, except as otherwise agreed by the Parties, shall establish its own procedural rules. The tribunal, once formed, may at the request of either Party recommend interim relief measures pending its final determination. If either of the Parties requests it or the tribunal deems it appropriate, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than 15 days after the tribunal is fully constituted.

4. Except as otherwise agreed by the Parties or as directed by the tribunal, the statement of claim shall be submitted within 45 days of the time the tribunal is fully constituted, and the statement of defense shall be submitted 60 days thereafter. Any reply by the claimant shall be submitted within 30 days of the submission of the statement of defense. Any reply by the respondent shall be submitted within 30 days thereafter. If either Party requests it or the tribunal deems it appropriate, the tribunal shall hold a hearing within 45 days after the last pleading is due.

5. The tribunal shall attempt to render a written decision within 30 days after completion of the hearing or, if no hearing is held, after the last pleading is submitted. The decision of the majority of the tribunal shall prevail.

6. The Parties may submit requests for interpretation of the decision within 15 days after it is rendered and any interpretation given shall be issued within 15 days of such request.

7. Each Party shall, to the degree consistent with its national law, give full effect to any decision or award of the arbitral tribunal.

8. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the Council of the International Civil Aviation Organization in connection with the procedures of paragraph 2b of this Article shall be considered to be part of the expenses of the arbitral tribunal.

Article 17 **Amendments**

1. This Agreement may be amended, in writing, by the Parties at any time.

2. If, after entry into force of this Agreement, both Parties become party to a multilateral agreement that addresses matters covered by this Agreement, they shall consult to determine whether, and to what extent, this Agreement should be amended.

3. Amendments to this Agreement shall enter into force when confirmed by an exchange of diplomatic notes.

Article 18 **Termination**

Either Party may, at any time, give notice in writing to the other Party of its decision to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate at midnight (at the place of receipt of the notice to the other Party) immediately before the first anniversary of the date of receipt of the notice by the other Party, unless the notice is withdrawn by agreement of the Parties before the end of this period.

Article 19 **Registration with ICAO**

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

Article 20
Entry into Force

This Agreement shall enter into force upon an exchange of diplomatic notes between the Parties confirming that all necessary internal procedures for entry into force of this Agreement have been completed.

DONE at Kuala Lumpur, Malaysia, this 23rd day of October, 2024, in two originals copies, in the Dutch, Spanish and English languages, all texts being equally authentic. In the event of any divergence of interpretation, the English text shall prevail.

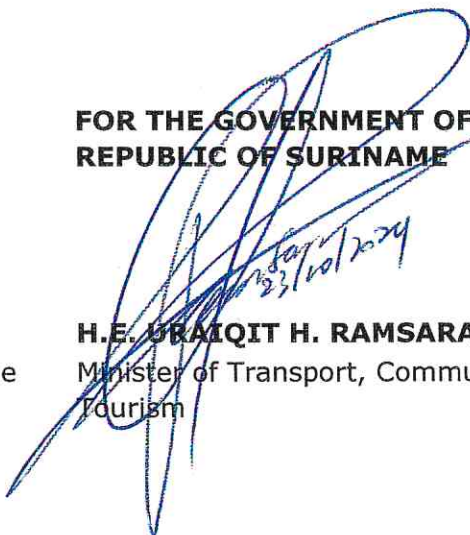
**FOR THE GOVERNMENT OF THE
DOMINICAN REPUBLIC**



H.E. HÉCTOR PORCELLA DUMAS

President of the Civil Aviation Board of the
Dominican Republic

**FOR THE GOVERNMENT OF THE
REPUBLIC OF SURINAME**



H.E. GAIQIT H. RAMSARAN

Minister of Transport, Communication and
Tourism