

Memorandum of Understanding

The Delegations representing the Governments of the Democratic Socialist Republic of Sri Lanka and the Civil Aviation Board of Dominican Republic (hereinafter referred to as the "Delegations") met at the ICAO Air Services Negotiation Conference (ICAN 2017) held in Colombo, Sri Lanka, on December 6th, 2017 with a view to concluding an Air Services Agreement (hereinafter referred to as the "ASA") and the establishment of scheduled air services between the two countries. The list of the two Delegations is attached hereto as Appendix I.

The consultations were held in a cordial and friendly atmosphere and the following common understandings were reached:

I. Air Services Agreement

1. Both Delegations reached agreement on the text of the ASA, which is initialed and attached hereto as Appendix 2.
2. Pending the entry into force of the ASA, the two Delegations came to the understanding that their respective Aeronautical Authorities will act in accordance with the agreed provisions of the initialed ASA, before it is formally signed and enters into force.

(II) Designation of Airlines

3. Sri Lanka Delegation designated SriLankan Airlines to operate the agreed services and Dominican Republic will inform their designated airline(s) at a later date.

(III) Traffic Rights and Frequencies

4. The designated airlines of the Parties shall, with immediate effect, be entitled to operate unlimited weekly frequencies with any aircraft type and no restrictions on points with 3rd, 4th and 5th freedom traffic rights for passenger and cargo services.



V. Charter Operation

8. In order to stimulate growth and development of tourism and trade between the two countries, airlines of both Parties shall be given favorable consideration to operate charter services subject to national regulations of both countries.

VI. Security of Travel Documents

The Delegations agreed that they will make best efforts to comply with the provision in Appendix 3.

The Delegations also agreed that once the Delegation of Sri Lanka obtains approval from the Department of Immigration and Emigration of Sri Lanka, the provision in Attachment 3 will be incorporated in the text of the Air Services Agreement prior to signature. This will be confirmed through Diplomatic channels.



This Memorandum of Understanding enters into force on the date of its signature.

Done at Colombo on December 6th, 2017.

For the Delegation of the Dominican
Republic



Luis Ernesto Camilo
President of the Civil Aviation Board

For the Delegation of the Democratic
Socialist Republic of Sri Lanka



G.S Withanage
Secretary
Ministry of Transport and Civil Aviation

Appendix 1

List of Delegation of Dominican Republic

Head of Delegation

Luis Ernesto Camilo
President of the Civil Aviation Board

Members

HE Hans Dannenbeg Castellano
Ambassador to India, Concurrent to Vietnam, Thailand, Philippine, Malaysia, Mauritius and Sri Lanka
Embassy of the Dominican Republic

Bernarda Franco Candelario
Head of the Air Transport Department
Civil Aviation Board

Himilce Tejada
Legal Translator



List of Delegation of Sri Lanka

Head of Delegation

Mr. G. S Withanage, Secretary Ministry of Transport & Civil Aviation

Members

Mr. R M S P Rathnayake, Additional Secretary, Ministry of Transport & Civil Aviation

Mr. Niel Unamboowe P.C., Additional Solicitor General, Attorney General's Department

Mr. Rajiv Goonetilleke, Senior State Counsel, Attorney General's Department

Mr. Rayhan Wannappa, Director (Air Transport & Economic Regulation) Civil Aviation Authority of Sri Lanka

Ms. Kumudunie Abeykoon, Legal Officer, Ministry of Foreign Affairs

Mr. Johanne Jayaratne, Executive Director, Airport & Aviation (Sri Lanka) Ltd

Ms. Melissa Wimalaratne, International Relations Manager, SriLankan Airlines



SECURITY TRAVEL DOCUMENTS

1. Each Party agrees to take measures to ensure the security of passports and other travel documents.
2. In this respect, each Party agrees to establish controls over the creation, issuance, verification and legitimate use of passports and other travel documents and identity documents issued by it or on its behalf.
3. Each Party also agrees to establish or improve procedures to ensure that travel documents issued, are of a quality that does not allow to be easily abused and also cannot be altered, replicated or issued improperly easily.
4. In pursuance of the above objectives, each Party shall issue passports and other travel documents in accordance with standards and recommendations of current ICAO Document on this subject.
5. Each Party further agrees to exchange operational information regarding forged or counterfeit travel documents, and to cooperate with the other to strengthen resistance to travel document fraud, including the forgery or counterfeiting of travel documents, the use of forged or counterfeit travel documents, the use of valid travel documents by imposters, the misuse of authentic travel documents by rightful holders in furtherance of the commission of an offence, the use of expired or revoked travel documents, and the use of fraudulently obtained travel documents.



AIR SERVICES AGREEMENT
BETWEEN THE GOVERNMENT OF
THE DOMINICAN REPUBLIC
AND
THE GOVERNMENT OF
THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

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PREAMBLE

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PREAMBLE

The Government of Dominican Republic and the Government of the Democratic Socialist Republic of Sri Lanka (hereinafter, "the Parties");

BEING PARTIES to the Convention on International Civil Aviation opened for signature at Chicago on December 7, 1944;

DESIRING to conclude an Agreement for the purpose of establishing and operating air services between and beyond their respective territories;

DESIRING to facilitate the expansion of international air services opportunities;

RECOGNIZING that efficient and competitive international air services enhance trade, consumer welfare and economic growth;

DESIRING to ensure the highest degree of safety and security of international air services and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of people and property, harm the operation of air services and undermine public confidence in the safety of civil aviation operations;

HAVE AGREED as follows:



ARTICLE 1 DEFINITIONS

For the purpose of this Agreement,

1. "Aeronautical Authorities" means, in the case of Dominican Republic, the Civil Aviation Board and in the case of the Democratic Socialist Republic of Sri Lanka, the Minister responsible for Civil Aviation or in both cases any person or agency authorized to perform the functions currently exercised by said authorities;
2. "Agreement" means this agreement, its annexes, and any amendments thereto;
3. "capacity" is the amount of services provided under the Agreement, usually measured in the number of flights, seats and tons of cargo offered in a market, weekly or during another specific period.
4. 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;
5. "user charges" means the charges made to airlines by the competent authorities or authorized by them, for the provision of airport property and airport facilities, air navigation, or aviation security, including related facilities or services for aircraft, passengers and cargo;
6. "designated Airline" means an airline or airlines designated and authorized in accordance with Article 3 (Designation and Authorization) of this Agreement;
7. "ICAO" means the International Civil Aviation Organization;
8. "Party" refers to a State which has formally agreed to be bound by this Agreement;
9. "tariffs" means the price to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and commission of agencies and other auxiliary services;
10. "territory", in relation to a State, means the land areas and territorial waters adjacent thereto and the airspace above them, under the sovereignty of that State;
11. "air transportation", means the public carriage by aircraft of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;
12. "international air transportation" is air transportation in which the passengers, baggage, cargo and mail which are taken on board in the territory of one State are destined to another State;



13. "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;

14. "air service", "international air service", "airline" and "stop for non-traffic purposes" shall have the meaning respectively assigned to them in Article 96 of the Convention;

ARTICLE 2 GRANT OF RIGHTS

1. Each Party grants to the other Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Route Schedule.

- 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 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) the other rights otherwise specified in this Agreement.

2. Nothing in Paragraph 1 of this Article shall be deemed to confer on the designated airlines of one Party the right of taking on board in the Territory of the other Party, passengers, baggage, cargo or mail carried for remuneration or hire and destined for another point in the Territory of that other Party.

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

ARTICLE 3 DESIGNATION AND AUTHORIZATION

1. Each Party shall have the right to designate one or more airlines to operate the agreed services in accordance with this Agreement and to withdraw or alter such designation, and to communicate it in writing to the other Party through diplomatic channels.

2. On receipt of such a designation, and the applications from the Designated Airline, in the form and manner prescribed for operating authorization the other Party shall grant the appropriate authorizations with minimum procedural delay, provided that:

- a. the airline is established in the territory of the Party that designate it and has its principal place of business in such territory;



- b. effective regulatory control of that airline is vested in the Party designating the airline
 - c. the Party designating the Airline complies with the standards set forth in Article 8 (Safety) and Article 9 (Aviation Security); and
 - d. the Designated Airline is qualified to meet the others conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Party receiving the designation or designations.
3. 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

WITHHOLDING, REVOCATION AND LIMITATION OF AUTHORIZATION

1. The aeronautical authorities of each Party shall have the right to revoke, suspend, limit or impose conditions, temporarily or permanently, on the operating authorizations or technical permissions referred to in Article 3 (Designation and Authorization) of this Agreement with respect to an airline designated by either Party, if:
- a) the airline is not established in the territory of the Party that designate it and does not have its principal place of business in such territory;
 - b) effective regulatory control of that airline is not vested in the Party designating the airline
 - c) the Party designating the airline does not comply with the provisions of Article 8 on Safety and Article 9 on Aviation Security; and
 - e) the designated airline is not qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Party receiving the designation.

At any time after the provisions of paragraphs (1) and (2) of Article 3 of this Agreement have been complied with, an airline so designated and authorised may begin to operate the agreed services provided the designated airline complies with the applicable provisions of this Agreement.



ARTICLE 5 APPLICATION OF LAWS

1. The laws and regulations of one Party relating to the entry into, stay and departure from its territory of aircraft engaged in international air services, or operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the designated airline of the other Party;
2. The laws and regulations of a Party relating to the entry, stay and departure from its territory of passengers, crew members and cargo, including mail, such as those relating to immigration, customs, currency, health and quarantine shall apply to passengers, crew members, cargo and mail carried by aircraft of the designated airline of the other Party while within that territory.

ARTICLE 6 COMMERCIAL ACTIVITIES

1. In accordance with the laws and regulations of the other Party relating to entry, residence and employment the designated airline or airlines of one Party shall be entitled to bring in and to maintain in the territory of the other Party their own administrative, commercial, sales, operational, technical and other specialist staff who are required for the operation of the agreed services.
2. These staff requirements may, at the option of the designated airlines of each Party be filled either by its own staff or through the services of any organization, company or airline that provides services in the territory of the other Party and that is authorized to provide such services in the territory of that Party.
3. The representatives and staff shall be subject to the laws and regulations in force of the other Party, and consistent with such laws and regulations, each Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary employment authorizations, visitor visas or any other similar documents to the representatives and staff referred to in paragraph 1 of this Article;
4. As a matter of reciprocity and on the basis of non-discrimination in relation to any other airline operating in international traffic, the designated airlines of the Parties shall be free to sell air transport services in the territories of the Parties, either directly or through agents, in any currency, in accordance with the legislation in force in each of the Parties.
5. Each designated airline(s) shall have the right to convert and remit to its country, on demand, at the official rate of exchange, the excess of receipts over expenditures achieved in connection with the carriage of traffic. The mentioned transfer shall be made in convertible currencies and in accordance with the national laws and foreign exchange regulations applicable.
6. The conversion and remittance of such revenues shall be permitted without restriction at the rate of exchange applicable to current transactions which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges except those normally made by banks for carrying out such conversion and remittance and the rules normally applied to such transfer.



ARTICLE 7

RECOGNITION OF CERTIFICATES

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Party and still in force shall be recognized as valid by the other Party for the purpose of operating the agreed services provided that the requirements under which such certificates and licenses were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention.
2. If the privileges or conditions of the licences or certificates referred to in paragraph 1 above, issued by the aeronautical authorities of one Party to any person or designated airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the minimum standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the other Party may request consultations between the aeronautical authorities with a view to clarifying the practice in question.
3. Each Party reserves the right, however, to refuse to recognize for the purpose of flights above or landing within its own territory, certificates of competency and licenses granted to its own nationals by the other Party.

ARTICLE 8

SAFETY



1. Each Party may request consultations at any time concerning the safety standards maintained by the other Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.
2. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer, in the aspects mentioned in paragraph 1 of this Article, 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 ICAO standards, and that other Party shall take appropriate corrective action within an agreed period. Failure to take appropriate action within the agreed period shall be grounds for the application of Article 4 (Withholding, Revocation and Limitation of Authorization) of this Agreement.
3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an airline of one Party, on service to or from the territory of another Party, may, while within the territory of the other Party be the subject of a search by the authorized representatives of the other Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Chicago Convention, the purpose of this search is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the Standards established at that time pursuant to the Convention.



4. 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 that time pursuant to the Convention, or
 - b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention, the Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.
5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the designated airline of a Party in accordance with paragraph (3) above 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 (4) above arise and draw the conclusions referred in that paragraph.
6. When urgent action is essential to ensure the safety of an airline operation, each Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Party.
7. Any action by one Party in accordance with paragraph 4 above shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 9

AVIATION SECURITY

1. In accordance with their rights and obligations under international law, the Parties reaffirm 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 September 14, 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on September 23, 1971, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 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. Each Party 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.
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3. Each Party shall, in its mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention; it shall require that operators of aircraft of its registry or operators of aircraft who are established in its Territory, and the operators of airports in its Territory act in conformity with such aviation security provisions as are applicable to the Parties. Accordingly, each Party shall advise the other Party of any difference between its national regulations and practices and the aviation security standards of the Annexes referred to above. Either Party may request immediate consultations with the other Party at any time to discuss any such differences which shall be held in accordance with Article 19 (Consultations) of this Agreement.

In the case of the Dominican Republic, all aircraft operators shall be required to comply with the provisions on aviation security in accordance with the airport security and civil aviation laws of the Dominican Republic.

4. Each Party agrees that such operators of aircraft may be required 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. Each Party shall ensure that adequate measures are effectively applied within its Territory to protect the 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. Such consultations shall start within fifteen (15) days of receipt of such a request from either Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to withhold, revoke, limit, or impose conditions on the operating authorization of a Designated Airline or Airlines of that Party. When required by an emergency, or to prevent further non-compliance with the provisions of this Article, a Party may take interim action at any time.



ARTICLE 10

USER CHARGES

1. Airports, aviation security and other related facilities and services that are provided in the territory of one Party shall be available for use by the airlines of the other Party on terms no less favorable than the most favorable terms available to any airline engaged in similar international air services at the time arrangements for use are made.
2. Fees and other charges for the use of each airport including its installations, technical and other facilities and services as well as any charges for the use of air navigation facilities, communication facilities and services shall be established in accordance with laws and regulations of each Party.

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

ARTICLE 11

CUSTOMS DUTIES

1. Aircraft operated on international air services by the designated airline of either Party, as well as their regular equipment, spare parts (including engines), supplies of fuels and lubricants (including hydraulic fluids), and aircraft stores (including food, beverages, liquor, tobacco and other products for sale to or use by passengers during flight) carried on board, such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Party, provided such equipment and supplies remain on board the aircraft until such time as they are re-exported or are used on board aircraft on the part of the journey to be performed over that territory.

2. The following items shall also be exempt from the same taxes and duties, except the compensation for the service performed:

a) provisions on board in the territory of either Party, within the limits fixed by the authorities of that Party, for consumption on board aircraft engaged in international air services of the other Party;

b) spare parts, including aircraft engines, brought into the territory of a Party for the maintenance or repair of aircraft engaged in international air services by the designated airlines the other Party; lubricants for the supply of aircraft operated by air carriers designated by the other party, and engaged in international air services, even when these supplies are consumed during the flight over the territory of the Party in which they have embarked, and printed tickets, air waybills, any printed material bearing the emblem printed on the same airline, uniform and normal advertising material



distributed without charge by the designated airlines. There shall not be custom exemptions for fuel taken in the territory of either Party.

c) Regular airborne equipment, and materials and supplies aboard the aircraft of either Party shall not be unloaded in the territory of the other Party without the approval of the customs authorities of that territory. In that case, they may be under surveillance by the said authorities until they are re-exported or otherwise disposed of in accordance with customs regulations.

d) The exemptions provided by this Article shall also apply in case of any designated airlines of the Parties have entered into agreements with other airlines on loan or transfer in the territory of the other Party, and other standard equipment items mentioned in this Article, provided that the other airline or airlines enjoy the same exemptions as the other Party.

e) Passengers in transit through the territory of any Party and their baggage will be subject to the controls established by the applicable customs legislation. Baggage and cargo in direct transit shall be exempt from customs duties and other taxes and levies imposed on imports.

f) The exemptions provided by this Article shall be granted in accordance with the procedures laid down by customs regulations.

ARTICLE 12

FAIR COMPETITION



Each designated airline shall have a fair and non-discriminatory environment to operate routes specified in, under the competition laws of the Parties.

ARTICLE 13

CAPACITY

1. Each Party shall allow each designated airline of the other Party to determine the frequency and capacity of the international air transportation it offers based upon commercial considerations of the market place.

2. Neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the types of aircraft used by the designated airlines of the other party, except where necessary for reasons of custom, technical, operational or environmental reasons under uniform conditions and consistent with Article 15 of the Convention.



3. The aeronautical authorities of each Party may require the designated airline(s) of the other Party to file, at least 30 days prior to the inauguration of new or changed services, flight schedules containing the information pertaining to the type of service and its frequency, the type of aircraft to be used and the flight timings at each point.

ARTICLE 14 TARIFFS

1. Each designated airline shall fix their tariffs for air transport, based on commercial considerations in the marketplace. The intervention of the Parties shall be limited to:

- a) prevent discriminatory practices or tariffs;
- b) protect consumers regarding excessively high or restrictive tariffs arising from the abuse of a dominant position;
- c) protect the airlines regarding artificially low tariffs derived from direct or indirect government support or subsidy; and



2. The aeronautical authorities of the Parties shall require the carriers of the Parties to notify the other Party, the applicable tariffs for these airlines. Such notification must be made at least thirty (30) days prior to the initial offering of the entry into force of a tariff, as indicated by the authorities, whether electronic or otherwise, in which it is offered. In special cases, the period may be reduced.

3. The Contracting Parties agree that the following airline practices, in relation to the establishment of tariffs, may be regarded as possible unfair competitive practices which may merit closer examination:

- a. charging fares and rates on routes at levels which are, in the aggregate, insufficient to cover the costs of providing the services to which they relate;
- b. the practices in question are sustained rather than temporary;
- c. the practices in question have a serious economic effect on, or cause significant damage to, designated airline(s) of the other Party; and
- d. behavior indicating an abuse of dominant position on the route.

4. In the event that either aeronautical authority is dissatisfied with a tariff proposed or in effect for an airline of the other Party, the aeronautical authorities will endeavor to settle the matter through consultations, if so requested by either authority. In any event, the aeronautical authority of a Party shall not take unilateral action to prevent the coming into effect or continuation of a tariff of an airline of the other Party.

5. Notwithstanding the foregoing, the designated airlines of one Party shall provide, on request, to the aeronautical authorities of the other Party the information relating to the establishment of the tariffs, in a manner and format as specified by such authorities.



ARTICLE 15

CODE SHARING AND COOPERATIVE ARRANGEMENTS

1. In operating or holding out the authorized services on the agreed routes, any designated airline of one Party may enter into commercial agreements such as joint venture cooperation, blocking spaces, code share agreements with:

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

provided that all airlines in such arrangements 1) have the corresponding authorization and 2) meet the requirements normally applied to such arrangements.

2. In the event of a code share arrangement, the marketing airline should, in respect of every ticket sold, ensure that it is made 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.

3. The air transport services may be developed under collaboration agreements and trade cooperation, signed by the designated airlines of both Parties, including airlines or in third countries such as code sharing, blocked space, use of equipment (exchange aircraft lease, charter, etc.), provided such agreements are subject to the requirements and approval procedures of each Party.

4. It requires that airlines submit to the aeronautical authorities of both Parties, for approval, any proposed cooperation agreement at least thirty (30) days in advance.

ARTICLE 16

CHARTER FLIGHTS

1. The airlines of each Party shall have the right to carry 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, must respond within the time limits set by the authorities of the Parties shall, without delay, requests for non-scheduled or charter operations carried out by the airlines that are duly authorized by the other Party.

3. The provisions relating to the Application of Laws, Grant of Rights, Recognition of Certificates and Licenses, Aviation Safety, Aviation Security, User Charges, Customs Duties, Statistics and consultations and all other relevant Articles on this Agreement including local tax rates 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 17 STATISTICS

The Aeronautical Authorities of each Party shall provide the Aeronautical Authorities of the other Party, upon request, periodic or other statements of statistics as may be reasonably required.

ARTICLE 18 CONSULTATIONS

Either Party may, at any time, request consultations in writing relating to the interpretation, application, implementation, or amendment of, or compliance with this Agreement.

ARTICLE 19 SETTLEMENT OF DISPUTES



1. Any dispute arising between the Parties relating to the interpretation or application of this Agreement, except those that may arise under Articles 8 (Safety) and 9(Aviation Security), the Aeronautical Authorities of both Parties shall in the first place endeavor to settle it by consultations and negotiation.
2. If the Parties fail to reach a settlement by negotiation, the dispute shall be settled through diplomatic channels.

ARTICLE 20 AMENDMENT

1. Any amendment to this Agreement agreed upon by the Parties shall come into force on the date on which the Parties have informed each other in writing, through diplomatic channels, of the completion of their respective constitutional requirements.
2. Notwithstanding the provisions of paragraph 1 above, any amendment of the Annex to this Agreement shall be agreed upon between the Aeronautical Authorities and shall take effect on a date to be determined by the said Authorities.

ARTICLE 21 REGISTRATION

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



ARTICLE 22
TERMINATION

Either Party may at any time notify the other Party of its decision to terminate this Agreement. This notice shall be sent simultaneously to the International Civil Aviation Organization. If such notice is given, the 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 expiry of that period. If the party does not acknowledge receipt of such notice shall be deemed received fourteen (14) days after the International Civil Aviation Organization has received notification.

ARTICLE 23
MULTILATERAL AGREEMENTS

If both Parties become parties to a multilateral agreement that addresses matters covered by this agreement, they shall consult to determine whether this agreement should be revised to take into account the multilateral agreement.

ARTICLE 24
ENTRY INTO FORCE

This Agreement shall enter into force on the date of notice of receipt notice through diplomatic channels, by which the Parties comply with domestic constitutional requirements for this purpose have been completed.

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

DONE in this day..... of 20....., in duplicate, in the Spanish and English languages, all texts being equally authentic. In case of divergence in the interpretation of this Agreement, the English version shall prevail.

**FOR THE GOVERNMENT OF
THE DOMINICAN REPUBLIC**

**FOR THE GOVERNMENT OF
THE DEMOCRATIC
SOCIALIST REPUBLIC OF
SRI LANKA**



Annex

Section I

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

Points in the Dominican Republic	Intermediate Points Any Points	Points in Sri Lanka	Beyond Points Any Points
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Section II

Routes to be operated by the airlines designated by Sri Lanka

Points in Sri Lanka	Intermediate Points Any Points	Points in the Dominican Republic	Beyond Points Any Points
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Notes:

Seventh freedom traffic rights are allowed only for all-cargo service.

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.
 - (e) 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.

