

AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE DOMINICAN REPUBLIC

AND

THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

Preamble

The Government of the Dominican Republic and the Government of the Arab Republic of Egypt hereinafter referred to as the "Parties".

Being Parties to the Convention on International Civil Aviation, opened for signature in Chicago on December 7, 1944.

Desiring to contribute to the progress of international civil aviation.

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

Recognizing that efficient and competitive international air services improve trade, consumer welfare and economic growth;

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

For the purposes of this Agreement, unless otherwise indicated, the terms:

1. "air transportation" means public carriage by aircraft of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;
2. "aeronautical authorities" means, in the case of the Government of the Arab Republic of Egypt, the Ministry of Civil Aviation, in the case of the Dominican Republic, the Civil Aviation Board or, in both cases, any other authority or person empowered to perform the functions now exercised by those authorities.
- 3 "Agreement" means this Agreement, its Annex and any amendments thereto;
4. "Annex" shall mean the route schedules attached to the present Agreement and any other clauses or notes included in such Annex, and any modification made thereto;
5. "Specified routes" means routes specified in the Annex to this Agreement;
6. "Capacity" in relation to an aircraft means the payload of that aircraft available on a route or section of a route; the term "capacity" in relation to a specific air service, refers to the number of seats or cargo capacity by volumen or weight that could be offered. It means the capacity of the aircraft used in such service, multiplied by the frequency of the flights operated by such aircraft during a given period on a specific route or section of a route;
7. "Convention" means the Convention on International Civil Aviation, opened for signature in Chicago on the seventh day of December 1944, and includes any Annex adopted pursuant to Article 90 of that Convention, as well as any amendments to the Annexes to the Convention pursuant to Articles 90 and 94 thereof, in so far as those Annexes and amendments have entered into force for both Parties;
8. "Designated airline" means an airline that has been designated and authorized in accordance with Article 4 (Designation and Authorization) of this Agreement;
9. "ICAO" means the International Civil Aviation Organization;
10. "multimodal air transport" means public transport by air and by one or more modes of surface transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or leasing;
11. "International air transport" means air transport in which passengers, baggage, cargo and mail taken on board in the territory of one State are destined for another State;
12. "Party" means a State that has formally acceded to this Agreement;
13. "Price" means any fare or price for the carriage of passengers, baggage and/or cargo (excluding mail) in air transport (including any other mode of transport in connection there thereof) charged by airlines, including their agents, and the conditions governing the availability of such fares, or payment;
12. "Sovereignty" and "Territory" in relation to a State shall apply as described in Articles 1 and 2 of the Convention, "Territory" shall apply as described in Article 2 of the Convention; the territory of



a State shall be deemed to be the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or mandate of such State; "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

13. "user charges" means charges imposed on airlines by, or authorized by, the competent authorities for the provision of airports or airport, air navigation facilities or aviation safety facilities and services, including facilities and related services for their aircraft, crews, passengers and cargo;

14. "air service", "international air service", "airline" and "stop for non-traffic purposes" have the same meanings as those assigned to them in Article 96 of the Convention.

15. "all cargo air services" means an international air service performed by aircraft on which cargo or mail (with ancillary attendants) is carried separately or in combination, but on which revenue passengers are not carried;

16. "agreed services" means scheduled international air services on the "specified routes" for the transport of passengers, baggage and cargo, separately or in combination in accordance with agreed capacity entitlements;

Article 2

Applicability of the Convention

The provisions of this Agreement shall be subject to the provisions of the Convention to the extent that they apply to international air services.

Article 3

Grant of Rights

1. Each Party grants to the other Party the rights specified in this Agreement to enable their designated airlines for the operation of international air services on the routes specified in the Annex.
2. Subject to the provisions of this Agreement, the airline(s) designated by each Party shall enjoy the following rights:
 - a) the right to fly without landing over the territory of the other Party;
 - b) the right to make stops in the territory of the other Party for non-traffic purposes; and
 - c) the right to taking on board and discharging in the territory of the other Party at the points specified in the Annex, passengers, baggage, and cargo including mail, separately or in combination, destined for or coming from points in the territory of the first Party; and
3. The airlines of each Party, other than those designated under Article 4 of this Agreement, shall also enjoy the rights specified in paragraphs 2 (a) and 2 (b) of this Article.
4. Nothing in this Article shall be deemed to confer on the designated airline(s) of one Party the privilege of taking on board, in the territory of the other Party, passengers, cargo and mail for remuneration or hire and destined for another point in the territory of the other Party.
5. If because of armed conflict, political disturbances or developments or special and unusual circumstances a designated airline of one Party is unable to operate the agreed services on its normal routing, the other Party shall use its best efforts to facilitate the continued operation of such

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agreed services through appropriate temporary rearrangement of routes as is mutually decided by the Parties.

Article 4

Designation and Authorization

1. Each Party shall have the right to designate in writing, to the other Party, one or more airlines to operate the agreed services on the specified routes in accordance with this Agreement and to withdraw or modify such designation. The notification of such designation shall be made in writing by the aeronautical authority of the Party having designated the airline to the aeronautical authority of the other Party directly or through diplomatic channels.
2. On receipt of such notification the other Party shall, subject to the provisions of paragraph (3) of this Article, without delay grant to the airline or airlines designated the appropriate operating authorizations provided that such airline:
 - a. The airline is substantially owned and effectively controlled by the Party designating such airline and/or its nationals;
 - b. Holds a valid Air Operator's Certificate or similar License issued by the aeronautical authority of the Party designating the airline;
 - c. is incorporated and has its headquarters, central administration or the principal place of business in the territory of the Party designating the airline;
 - d. The Party designating the airline is in compliance with the provisions set out in Article 11 (Safety) and Article 12 (Aviation Security); and
 - e. The designated airline is qualified to satisfy other conditions prescribed under the laws and regulations that are normally applied to international air services operations by the Party receiving the designation considering the application or applications.
3. The agreed services may begin at any time, in whole or in part, but not before:
 - a. the Party to whom the rights have been granted shall have designated an airline or airlines for the specified route; and
 - b. the Party granting the rights shall have given, with the least possible delay, the appropriate operating authorizations to the designated airline or airlines concerned.

Article 5

Revocation, Suspension and Limitation of Authorization

1. The aeronautical authority of each Party shall, with respect to an airline designated by the other Party, have the right to suspend the exercise of the rights specified in Article 4 of this Agreement, revoke an operating authorization or to impose conditions, as it may deem necessary on the exercise of those rights:
 - a) in the case of failure by that airline to comply with the laws and regulations normally applied by the aeronautical authority of the Party granting those rights in conformity with the Convention; or
 - b) in the event that the designated airline is not qualified to meet other conditions prescribed under the laws and regulations normally applied to the operation of international air transport services by the Party receiving the designation; or



- c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement; or
 - d) in any case where it is not satisfied:
 - i. that the airline is substantially owned and effectively controlled by the Party designating such airline or its nationals;
 - ii. that it holds a valid Air Operator Certificate or similar License issued by the aeronautical authority of the Party designating the airline;
 - iii. that it is incorporated and has its headquarters, central administration or the principal place of business in the territory of the Party designating the airline.
 - e) In the event of a failure by the Party designating the airline to make the provisions set out in Article 11 (Safety) and Article 12 (Aviation Security), and
2. Unless immediate revocation, suspension, or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised after consultation with the aeronautical authority of the other Party, as provided for in Article 25 of this Agreement.

Article 6 Application of Laws and Regulations

1. The laws and regulations of a Party governing the entry into, sojourn in and departure from its territory of aircraft engaged in international air services, or the operation and navigation of such aircraft while in its territory or the right of such aircraft to overfly that territory, shall apply to the aircraft of the airline designated by the other Party.
2. The laws, regulations and administrative requirements of a Party relating to the entry, stay, transit and exit from its territory of passengers, baggage, crew and cargo, including mail, such as those concerning immigration, customs, currency, health and quarantine shall apply to passengers, baggage, crew, cargo and mail carried by the aircraft of the designated airline of the other Party, as long as they are in that territory.
3. Neither Party shall give preference to its own airline or any other airline over an airline designated by the other Party engaged in international air services in the application of immigration, customs, quarantine and similar regulations.

Article 7 Direct Transit

Passengers, baggage, cargo and mail in direct transit through the territory of either Party and not leaving the area of the airport reserved for that purpose shall, except in respect of security measures against violence, air piracy and narcotics control, be subject to no more than a simplified control. Applicable laws, regulations and customs procedures shall apply to such baggage, cargo and mail, and these items shall be placed under the supervision and control of the customs authorities of the Party concerned. **[Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.]**



Article 8

Commercial activities

1. Designated airlines of either Party shall have the right to establish offices in the territory of the other Party for the promotion and sale of air transport.
2. Designated airlines of either Party may, in accordance with the laws and regulations of the other Party relating to entry, residence and employment, send to and retain in the territory of the other Party administrative, technical, operational, sales and other specialized personnel for the provision of air transport services, in accordance with national laws and regulations. Each Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary work permits, employment visas or other similar documents to the representatives and staff referred to these representative staff requirements may, at the option of a designated airline, be satisfied by its own personnel or by using the services of any other organisation or company operating in the territory of the other Party and authorised to perform such services in the territory of such other Party.
3. The designated airlines of each Party shall, at their discretion, either directly and/or through agents, have the right to engage in the sale of air transportation in the territory of the other Party. Each designated airline shall have the right to use for this purpose its own transportation documents. The designated airline of each Party shall have the right to sell, and any person shall be free to purchase, such transportation in local currency or in any other freely convertible currency according to local laws and regulations. The designated airline or airlines of one Party shall have the right to pay for local expenses in the territory of the other Party in local currency or, provided this is in conformity with local regulations, in freely convertible currencies.

Article 9

Ground Handling

1. Each Party shall allow the designated airlines of the other Party, when operating in its territory, on a reciprocal basis and where possible, to perform their own ground handling ("self-handling") services and to have the option of using one or more duly authorized suppliers to provide all or part of those services. Where the laws, regulations or contractual provisions of each Party limit or prevent the provision of its own ground handling services, each Party shall treat a designated airline in a non-discriminatory manner with respect to ground handling services provided by one or more duly authorized suppliers.
2. The exercise of the rights provided for in paragraph 1 of this Article shall be subject to physical or operational limitations resulting from considerations of operational safety or aviation security at the airport.

Article 10

Recognition of Certificates

1. Certificates of airworthiness, certificates of competency and licenses issued or validated by a Party while in force shall be recognized as valid by the other Party for the operation of the agreed services, provided that the requirements under which such certificates and licenses were issued or validated are equal to or higher than the minimum standards to be established in accordance with the Convention.
2. If the privileges or conditions of the licences or certificates referred to in paragraph 1 above,

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issued or render valid by the aeronautical authority of a Party to any designated person or airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the minimum standards established by the Convention, and whether or not such difference has been filed with the International Civil Aviation Organization, the other Party may request consultations between the aeronautical authorities in order to clarify the practice in question. Failure to reach satisfactory agreement shall constitute grounds for the application of Article 4 (1) of this Agreement.

3. Each Party reserves the right, however, to refuse to recognize for the purposes of overflights or landing within its own territory certificates of competency and licenses issued to its own nationals by the other Party.

Article 11 **Safety**

1. Each Party may request consultations at any time on the safety standards applied by the other Party in areas relating to aeronautical facilities, services, flight crews, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of such request.
2. If, following such consultations, one Party considers that the other Party does not maintain or effectively administer safety standards in the areas referred to in paragraph 1 of this Article that comply with the standards established at that time in accordance with the Convention, the other Party shall be informed of such findings and of the measures deemed necessary to comply with ICAO standards. The other Party shall take appropriate corrective action within an agreed time frame.
3. In accordance with Article 16 of the Convention, it was further agreed that any aircraft operated by, or on behalf of an airline of one Party, in service to or from the territory of the other Party may, during its stay in the territory of the other Party, be subject to inspection by the authorized representatives of the other Party, if this does not cause unjustified delays in the operation of the aircraft. Without prejudice to the obligations referred to in Article 33 of the Chicago Convention, the purpose of this investigation is to verify the validity of the relevant documentation of the aircraft, the crew's licences, and that the equipment and condition of the aircraft conform to the standards established at that time in accordance with the Convention.
4. If any such ramp inspections or a series of ramp inspections, it results in:
 - (a) a serious concern that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time in accordance with the Convention; or
 - (b) a serious concern that there is a lack of effective maintenance and administration of the safety standards established at that time in accordance with the Convention;the inspecting Party may, for the purposes of Article 33 of the Convention, conclude that the requirements under which the certificates or licenses in respect of that aircraft or in respect of the crew of that aircraft have been issued or made valid, or that the requirements under which that aircraft is operated, they are not equal to or higher than the minimum standards established in accordance with the Convention.
5. In the event that a representative of that airline or airlines refuses access to conduct a ramp inspection of an aircraft operated by an airline or airlines of a Party in accordance with paragraph 3 of this Article, the other Party shall be free to infer that there are serious concerns of the type referred to in paragraph 4 of this Article and to draw the conclusions referred to in that Article. paragraph.

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6. The aeronautical authority of each Party reserves the right to suspend or vary the operating authorization of an airline or airline of the other Party immediately in the event the aeronautical authority of the first Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
7. Any action by a Party pursuant to paragraphs (2) or (6) above shall be suspended once the basis for action ceases to exist.

Article 12

Aviation Security

1. In accordance with their rights and obligations under international law, the Parties reaffirm that their mutual obligation to protect the security of civil aviation against acts of unlawful interference are 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 accordance 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 and 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, as well as any other conventions and protocols relating to the security of civil aviation which both Parties adhere to.
2. Each Party shall provide itself, upon request, with all necessary assistance to the other party 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 safety of civil aviation.
3. The Parties shall, in their relations with each other, act in accordance with the aviation security provisions laid down by the ICAO and referred to as Annexes to the Convention; require aircraft operators of their registration, or aircraft operators having their registered office or permanent residence in their territory and operators of airports located in their territory to act in accordance with those aviation safety provisions.
4. Each Party agrees that such aircraft operators shall comply with the aviation safety provisions referred to in paragraph (3) above and required by the other Party with respect to the entry, exit or stay in the territory of that other Party. Each Party shall ensure that appropriate measures are effectively applied in its territory to protect aircraft and to inspect passengers, crew, on-board supplies, baggage, hand luggage, cargo and items on board aircraft before and during boarding or disembarkation. Each Party will also give favourable consideration to any request by the other Party to take reasonable special security measures to address a particular threat.
5. Each Party shall also give sympathetic consideration to a request from the other Party to enter into reciprocal administrative arrangements whereby the aeronautical authorities of one Party could make in the territory of the other Party their own assessment of the security measures being carried out by aircraft operators in respect of flights destined for the territory of the Party making such a request.
6. Where there is 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, the Parties shall assist each other by providing communications and other



appropriate measures with the intention of resolving such incident or threat thereof promptly and safely.

7. Each Party shall take all measures, as it may find practicable, to ensure that an aircraft subjected to an act of unlawful seizure or other acts of unlawful interference which has landed in the territory of the state concerned is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations between the relevant authorities of the Parties.
8. Where one Party has reasonable grounds to believe that the other Party is in breach of the provisions of this Article, the first Party may request consultations. Such consultations shall begin within fifteen (15) days of receipt of the aforementioned request from any of them. Failure to reach a satisfactory agreement within fifteen (15) days of the commencement of consultations shall be sufficient reason to withhold, revoke, suspend or impose conditions on the authorization of an airline or airlines designated by the other Party. Where justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the First Party may take interim measures at any time.

Article 13

User charges

1. Neither Party may impose or permit the imposition on designated airlines of the other Party of duties in excess of those imposed on its own airlines operating similar international services using similar aircraft.
2. The fees applied for the use of airports, their facilities and other facilities and services, as well as any charges for the use of air navigation, communication and services facilities, shall be established in accordance with the laws and regulations of each Party.
3. Each Party shall facilitate consultations on user rights between its competent responsible authorities and the airlines using the services and facilities provided by the responsible authorities, whenever possible through the organizations representing those airlines. Adequate notice of any proposed modification of user fees may be given to those users so that they can express their views before such changes are made. Each Party shall encourage its competent responsible authorities and such users for the exchange of appropriate information on rights of use.

Article 14

Customs Duties

Both parties undertake to implement the exemptions from customs duties and other taxes stipulated in Article 24 of the Convention on International Civil Aviation, 1944 and its Annexes, which have been ratified by both Parties.

Article 15

Taxation

1. Profits made from the operation of the aircraft of an airline designated for international air services shall be taxed in accordance with the provisions of the legislation of each country.
2. Where there is a special agreement to avoid double taxation of income and capital taxes between the Parties, the provision of the latter shall prevail.



Article 16
Principles governing operation of agreed services

1. Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and unfair, anti-competitive or predatory practices adversely affecting the competitive position of the designated airlines of the other Party in the exercise of their rights and entitlements set out in this Agreement.
2. The aeronautical authorities of the two Parties shall agree on the capacity to be operated in accordance with the following principles:
 - (a) There shall be fair and equal opportunity for the designated airline or airlines of both Parties to operate the agreed services on the specified routes.
 - (b) In operating the agreed services, the designated airline or airlines of each Party shall take into account the interests of the designated airline or airlines of the other Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.
 - (c) The agreed services provided by the designated airlines of the Parties shall bear a close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision at a reasonable load factor of capacity adequate to carry the current anticipated requirements for the carriage of passengers, cargo and mail coming from or destined for the territory of the Party which has designated the airline or airlines. Provision for the carriage of passengers, cargo and mail both taken on board and discharged at points on the specified routes in the territories of third countries shall be made in accordance with the general principles that capacity shall be related to:
 - i. traffic requirements to / from the territory of the Party which has designated the airline or airlines;
 - ii. traffic requirements of the area through which the agreed service passes, after taking account of local and regional services; and
 - iii. the requirements of through airline operations.
3. The capacity which may be provided in accordance with this Article by the designated airline or airlines of each Party on the agreed services shall be such as decided between the aeronautical authorities of the Parties before the commencement by the designated airline or airlines concerned of the agreed services and reviewed from time to time thereafter.

Article 17
Prices

1. Prices for international air transport services operated in accordance with this Agreement shall be freely set by the airlines and shall not be subject to approval. Parties may perhaps require that the prices charged for services originating in their territory be submitted by airlines.



2. The intervention of the Parties shall be limited to:
 - (a) prevent unjustifiably discriminatory practices or tariffs;
 - (b) protect consumers from excessively high or restrictive tariffs arising from the abuse of a dominant position;
 - (c) protect airlines from artificially low fares arising from direct or indirect government support or subsidy or from unfair competition.
3. A Party may require that the prices charged by airlines be submitted to their aviation authorities for registration purposes within a period not exceeding 15 days before the initial offer of the price, whether electronic or otherwise.
4. Each Party may request enquiry in connection with any fare of an airline of either Party for services covered by this Agreement, including where the relative fares have been subject to a notice of nonconformity. These consultations shall be held no later than 30 days after receipt of the request. If the Parties agree on a price for which a notification of nonconformity has been given, each Party shall make its best efforts to implement this existing agreement, but if no agreement is reached, the tariff in question shall enter into force or remain in force.

Article 18 **Transfer of Earnings**

1. Each Party shall grant the designated airline or airlines of the other Party the right of free transfer of the excess of receipts over expenditure earned by such airline or airlines in its territory in connection with the carriage of passengers, baggage, cargo and mail, as well as from any other activity relating to air transport which may be permitted under national regulations. Such transfers shall be made at the rate of exchange in accordance with the respective applicable national laws and regulations governing current payments, but where there is no official exchange rate, such transfers shall be effected on the basis of the prevailing foreign exchange rates in the banking sector for current payments.
2. If a Party imposes any restriction in a discriminatory manner on the transfer of excess of receipts over expenditure by the designated airline or airlines of the other Party, the latter shall have the right to impose reciprocal restriction on the designated airline or airlines of that Party.

Article 19 **Statistics and Exchange of Information**

- 1-The aeronautical authorities of the Parties shall provide, on request, available periodic statistics or other similar information concerning the traffic of the agreed services.
- 2- Any information exchanged between the Parties shall be confidential and shall not be exchanged with a third party without a written approval from the other Party.

Article 20 **Approval of Schedules**

1. The designated airlines of each Party shall submit their scheduled flight schedules for approval to the aviation authorities of the other Party at least thirty (30) days prior to the operation of the agreed services on the specified routes, specifying the frequency, the type of aircraft, configuration,



nature of the service and any other related requirements. The same procedure shall apply to any modification thereof.

2. For supplementary flights (ad-hoc flights) that the designated airlines of a Party wish to operate on the agreed services outside the approved schedule, that airline must request prior permission from the aviation authorities of the other Party. Such requests will generally be submitted at least three (3) business days prior to the operation of such flights.

Article 21 **Security of travel documents**

1. Each Party agrees to adopt measures to ensure the security of their passports and other travel documents.
2. In this regard, each Party agrees to establish controls on the lawful creation, issuance, verification and use of passports and other travel documents and identity documents issued by, or on behalf of, that Party.
3. Each Party also agrees to establish or improve procedures to ensure that travel and identity documents issued by it are of such quality that they cannot easily be misused and cannot readily be unlawfully altered, replicated or issued.
4. Pursuant to the objectives above, each Party shall issue their travel documents in accordance with ICAO Doc 9303, *Machine Readable Travel*.
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.

Article 22 **Inadmissible and undocumented passengers and deportees**

1. Each Party agrees to establish effective border controls.
2. In this regard, each Party agrees to implement the Standards and Recommended Practices of Annex 9 and Annex 17 to the Convention concerning inadmissible and undocumented passengers and deportees in order to enhance cooperation to combat illegal migration.

Article 23 **Multimodal Services**

Each designated airline may use land means of transport, without restriction in relation to the international air transport of passengers and cargo.

Article 24 **Environmental Protection**

Parties support the need to protect the environment by promoting the sustainable development of aviation. The Parties agree on operations between their respective territories to comply with the

Standards and Recommended Methods (SARPS) of Annex 16 and guide by the current ICAO policy and guidance on environmental protection.

Article 25
Consultations

1. Either Party may, at any time, request consultation in the interpretation, application, execution or modification of this Agreement or the enforcement of this Agreement.
2. Such consultations, which may be through discussion or by correspondence, shall be initiated within 60 days of the date on which the other Party receives a written request, unless otherwise agreed by the Parties.

Article 26
Solution of disputes

1. Any dispute arising between the Parties regarding the interpretation or application of this Agreement, the aviation authorities shall, in the first instance, seek to resolve them through consultations and negotiations.
2. If the Aeronautical Authorities of the Parties do not reach an agreement through consultations and negotiations, they shall try to resolve the dispute through diplomatic channels.
3. If either Party fails to comply with the settlement of the dispute according to paragraph (2) 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 in default.

Article 27
Amendments of Agreement

1. Either Party may at any time request consultations with the other Party according to article 25 of this Agreement with a view to amending this Agreement or its Annexes. Consultations shall commence within sixty (60) days from the date of receipt of such request. These consultations may be made through discussions or by correspondences.
2. Any amendment shall enter into force once it has been confirmed by an exchange of diplomatic notes.
3. Notwithstanding the provisions of paragraph (1) of this Article, amendments to the Annex to this Agreement may be agreed directly between the aeronautical authorities of the Parties. Such amendment(s) shall enter into force when confirmed through diplomatic channels.

Article 28
Multilateral Agreements

If both Parties are parties to a multilateral agreement dealing with matters covered by this Agreement, consultations shall be held to determine whether this Agreement should be revised to conform with the provisions of the multilateral agreement.

Article 29
Termination

Either Party may, at any time, notify the other Party in writing, through diplomatic channels, of its intention to terminate this Agreement. This notification shall be communicated simultaneously to the ICAO. In such case, the Agreement shall terminate twelve (12) months after the date of receipt of notice by the other Party, unless the notice to terminate is withdrawn by agreement before the expiration of this period. In the absence of an acknowledgement of receipt by the other Party, the notification shall be deemed to have been received fourteen (14) days following receipt of the notification by ICAO.

Article 30
Registration with the ICAO

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

Article 31
Entry into force

This Agreement shall apply and enter into force thirty (30) days after both Parties have notified each other through diplomatic channels, confirming that the Parties have completed their respective constitutional procedures required for the entry into force of this Agreement

DONE at _____, in _____, in two originals, each in the Spanish, Arabic and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

For the Dominican Republic

For the Arab Republic of Egypt



ANNEX I
Route Schedule

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

Points starting	Points Intermediate	Points target	Points further
Any point in the Dominican Republic	Any points	Any point in the Arab Republic of Egypt	Any points

2. Routes to be operated by the Designated Airline(s) of the Arab Republic of Egypt
:

Points starting	Points Intermediate	Points target	Points beyond
Any point in the Arab Republic of Egypt	Any points	Any point in the Dominican Republic	Any points

Operational Flexibility:

While operating an agreed service on a specified route, the Designated Airline(s) may on any or all flights and at the option of each Airline:

- a. operate flights in either or both directions;
- b. combine different flight numbers in the operation of an aircraft;
- c. the exercise of any fifth freedom traffic rights would have to be agreed upon between the Aeronautical Authorities of both parties.
- d. omit stops at any point or points, provided that the services originate or terminate at a point in the Territory of the Party designated by the Airline;
- e. transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes;



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