

## **MEMORANDUM OF UNDERSTANDING**

Delegations representing the Government of the Republic of Rwanda and the Government of the Dominican Republic (hereinafter referred to as "the Parties") meeting in Nairobi, Kenya, during the day 11 of December of two thousand and eighteen (2018), with the purpose of holding meetings of consultation with proceeding to the signing of a Memorandum of Understanding. The list of the delegations is in **Annex 1**.

As a result of the discussions, which were held in a cordial and friendly atmosphere, the two delegations agreed on a text of the Agreement on Air Service as **Annex 2**.

The Delegations of the Parties agreed to recommend to their respective governments that they accelerate the talks aimed at the signing and adoption of an Agreement on Air Services.

In the present MOU text, the following agreements were reached between the Delegations:

### **I. Designation and Authorization of Airlines**

1. Each Party shall have the right to designate one or more airlines for the operation of the agreed services, and to withdraw or alter said designations.
2. The Aeronautical Authorities of a Party may require an airline designated by the other Party to demonstrate:
  - a) That designated airline is constituted under the laws of the State that designates it, and that it has its domicile and main business office in the territory of said State, or the substantial ownership and effective control of that airline are vested in the Party that designated that airline, nationals of that Party, or both;
  - b) That demonstrates that it is qualified to meet the conditions prescribed in the laws and regulations normally and reasonably applied to the operation of international air services by said authorities.
3. The Government of the Republic of Rwanda designates RwandAir to carry out the agreed services.
4. The Dominican Republic informs the other Party, which will later inform about the designated airline.
5. The Parties shall have the right to designate additional airline(s).

### **II. Traffic Rights and Frequencies**

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:

- a) 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> traffic rights of the air for passenger and cargo services;
- b) As a way to stimulate commerce, the Parties agreed to grant traffic rights of up to 7th freedom of air for exclusively cargo flights.



### III. Commercial Activities

1. In operating or holding out the agreed services on the specified routes, any designated airline of one Party may enter into cooperative marketing arrangements such as code-sharing, blocked-space, with:

- a) an airline(s) of the same Party, or
- b) an airline(s) of the other Party; or
- c) an airline(s) of a third country,

Provided that all airlines in such arrangements hold the appropriate authority and segments concerned and shall meet the requirements normally applied to such arrangements.

2. The designated airlines of both Parties shall, when holding services out for sale, in terms of code share, blocked-space or other joint venture arrangements, make it clear to the purchaser at the point of sale which airline will be the operating airline on each sector of the service and with which airline(s) the purchaser is entering into a contractual relationship.
3. Each code-sharing frequency operated by the designated airlines of either country will count as one (1) frequency, whereas, the code-sharing services of the marketing carrier will not be counted as a frequency.
4. All code-sharing arrangements are subject to approval by the aeronautical authorities of both Contracting Parties.

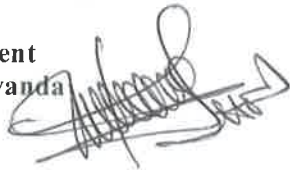
### IV. Charter Operation

1. Airlines of each Party shall have the right to transport charter-type passengers (and the accompanying baggage) international traffic and / or cargo (including, among others, a combination of passengers / cargo).
2. Each Party shall, subject to reciprocity, respond within the deadlines established by the authorities of the Parties, without delay, requests for non-scheduled or charter operations made by airlines that are duly authorized by the other Party.
3. Provisions concerning the application of laws, granting of rights, recognition of certificates and licenses, security, aviation security, user rights, 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.

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

Done at Nairobi, Kenia, on the 11<sup>th</sup> day of the month of December of the year 2018, in two originals, in the English language, all equally identical texts.

**For the Government  
of the Republic Rwanda**



**Hon Jean de Dieu UWIHANGANYE**  
Minister of State In Charge of Transport

**For the Government  
of the Dominican Republic**



**Mr. Luis Ernesto Camilo Garcia**  
President of the Civil Aviation Board  
of the Dominican Republic, JAC

## **Annex 1**

### **Delegation representing the Government of the Republic of Rwanda**

**Head of Delegation:** Hon Jean de Dieu UWIHANGANYE,  
Minister of State In Charge of Transport

**Delegates:**

Mr. Silas UDAHEMUKA,  
Director General, Rwanda CAA.

Mr. Bonney KAREMERA  
Rwanda CAA

Mr. Serge S. GATOYI,  
Rwanda CAA

Mr. Jimmy MUSONI,  
RwandAir

Mr. Derryck K. NUWAGABA,  
RwandAir



**Delegation representing the Government of the Dominican Republic**

**Head of Delegation:**      **Mr. Luis Ernesto Camilo Garcia**  
President  
Civil Aviation Board of the Dominican Republic, JAC

**Delegates:**

**Mr. Alejandro Herrera Rodriguez**  
General Director  
Dominican Institute of Civil Aviation, IDAC

**Mr. Carlos Veras**  
Ambassador  
Permanent Mission of the Dominican Republic to ICAO

**Mrs. Bernarda Franco Candelario**  
Head of Air Transport Department, JAC

**Mrs. Maria Luisa Hernández Rodríguez**  
International Agreements Analyst, JAC



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

The Government of the the Dominican Republic and the Government of the Republic of Rwanda hereinafter referred to as the "Parties";

Desiring to promote an international aviation system based on competition among airlines;

Desiring to favor the rise of international air transport, by putting air transport networks which are able to provide air services to meet the needs of the traveling and shipping public;

Desiring to make it possible for airlines to offer the traveling and shipping public competitive prices and services in open markets;

Desiring to ensure the highest degree of safety and security in international air transport, and reaffirming their profound concern about acts and threats against the safety of civil aviation, which jeopardize the safety of person or property, adversely affect the operation of air transportation, and undermine public confidence in the security of civil aviation;

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

Have agreed as follows:

**ARTICLE 1  
DEFINITIONS**

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

- (a) "Convention" means the Convention of International Civil Aviation opened for signature at Chicago on 7 December 1944, and includes any Annex thereto adopted under Article 90 of that Convention, and any amendment to the Convention or its Annexes adopted under Articles 90 and 94 of the Convention, insofar as such Annexes and amendments have become effective for both Parties;
- (b) "Agreement" means this Agreement, its Annexes and any amendments thereto;
- (c) "Aeronautical authorities" means:
  - (i) In the case of the Dominican Republic, the Civil Aviation Board;
  - (ii) In the case of the Republic of Rwanda, the Ministry in charge of civil aviation;and



Or in both cases, any person or body authorized to perform functions a present exercisable by the above-mentioned authorities or similar functions;

- (d) "Agreed services" means the air services established on the specified routes pursuant to the Annex to the present Agreement;
- (e) "Air service", "international air services", "airline" and "stop for non-traffic purposes", have the meanings respectively assigned to them in Article 96 of the Convention;
- a) "Designated airline" means an airline or airlines designated by one Party and authorized by the other Party in accordance with Article 3 of this Agreement;
- b) "Aircraft equipment", "stores", and "spare parts" have the meaning respectively assigned to them in Annex 9 of the Convention;
- c) "Specified routes" means routes specified in the Annex to the present Agreement;
- d) "Tariffs" means the prices to be paid for the carriage of passengers, baggage, cargo and the conditions under which these prices apply, including prices, commissions and conditions of agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail;

in case of the Dominican Republic, the terms "Sovereignty" and "Territory" in relation to a State have the meaning in accordance with the provisions of Article 1 and 2 of the Chicago Convention. Sovereignty: "The States recognize that every State has completely exclusive sovereignty in the airspace above its territory." Territory: "For the purposes of this 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."

In case of the Republic of Rwanda, "Territory" means in relation of the State the land areas, internal waters, and territorial seas adjacent thereto under the sovereignty and jurisdiction of such state.

- e) "User charges" means a charge made to airlines by the competent authorities, or permitted by them to be made, for the provision of airport property or facilities or of air navigation facilities or services, including related services and facilities, for aircraft, their crews, passengers and cargo.
- (f) "ICAO" designates the International Civil Aviation Organization

For the avoidance of doubt, all references to the singular shall include the plural and all references to the plural shall include the singular.



**ARTICLE 2**  
**GRANT OF TRAFFIC RIGHTS**

1. Each Party grants to the other Party the rights specified in the present Agreement for the conduct of international air services on the specified routes.
2. Subject to the provisions of the present Agreement, the designated airlines of each Party, during the conduct of international air services, shall enjoy the following rights:
  - a) The right to fly across the territory of the other Party without landing;
  - b) The right to make stops in the territory of the Party for non-traffic purposes;
  - c) The right to make stops in the said territory, at the points specified for that route in the Annex to this Agreement, for the purpose of putting down and taking on international traffic in passengers, cargo and mail, separately or in combination carried for compensation;
3. The airline(s) of each Party, other than those designated under Article 3 (Designation and Authorization) of this Agreement, shall also enjoy the right specified in subparagraphs (a) and (b) of paragraph 2 of this Article. That airline shall be required to meet other conditions prescribed under laws and regulations normally applied to the operation of the international air transport services by the Party considering the application.
4. Nothing in this Article shall be deemed to confer on the airline(s) of one Party the rights to take on board, in the territory of the other Party, passengers, their baggage, cargo, or mail carried for compensation and destined for another point in the territory of that other Party.

**ARTICLE 3**  
**DESIGNATION AND AUTHORISATION**

1. Each Party has the right to designate one or more airlines as it wishes for the purpose of operating the agreed services on the specified routes, and to withdraw or alter such designations. The designation shall be transmitted to the other Party in writing and shall specify whether the airline is authorized to conduct the type of air services on the specified routes.
2. On receipt of such a designation, and of application 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) That designated airline is constituted under the laws of the State that designates it, and that it has its domicile and main business office in the territory of said State, or  
  
substantial ownership and effective control of that airline are vested in the Party that designated that airline, nationals of that Party, or both;





- b) The designated airline is the holder of an air operator certificate or any other equivalent document which is valid in accordance with the laws and regulations in force in the Party designating the airline;
- c) The Party designating the airline has and maintains effective regulatory control of that airline;
- d) The designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of air services by the Party considering the application(s); and
- e) The Party that designated the airline is maintaining and administering the standards set forth in Article 12 (Air Safety) and Article 13 (Aviation Security) of this agreement.

**ARTICLE 4**  
**WITHHOLDING, REVOCATION, SUSPENSION OR LIMITATION OF OPERATING**  
**AUTHORISATIONS**

1. Each Party shall have the right to withhold, revoke, suspend, limit or impose conditions on the operating authorizations of the airline designated by the other Party where:
  - a) That the designated airline is not constituted under the laws of the State that designates it, and that its domicile and main business office is not located in the territory of said State, or substantial ownership and effective control of that airline are not vested in the other Party, that other Party's nationals, or both;
  - b) The designated airline does not hold an air operator certificate or any other equivalent document which is valid in accordance with the laws and regulations in force of the Party designating the airline;
  - c) The Party designating the airline does not have effective regulatory control of that airline;
  - d) The designated airline has failed to meet any condition prescribed under the laws and regulations normally applied to the operation of international air services by the Party considering the application or applications; or
  - e) The designated airline has failed to comply with the provision set forth in Articles 12 (Air Safety) and Article 13 (Aviation Security).
2. Unless immediate measures are essential to prevent further non-compliance with subparagraphs (c) or (d) of paragraph 1 of this Article, the rights established by this Article shall be exercised only after consultations with the Party designating the airline, in accordance with the provisions set forth in Article 22 (Consultations and Amendments) of the present Agreement.





**ARTICLE 5**  
**FAIR COMPETITION AND OPERATION OF AIR SERVICES**


1. Each Party shall provide to all designated airlines of both Parties fair and equal opportunity to compete in operating air services governed by this Agreement.
2. Each Party shall allow each designated airline(s) to determine the frequency and capacity of the international air service it offers based on commercial considerations of the marketplace.
3. Consistent with this right, neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational, or environmental reasons, consistent with Article 15 of the Convention.

**ARTICLE 6**  
**APPLICATION OF LAWS AND REGULATIONS**

1. The laws and regulations of one Party relating to admission to, flight within or departure from its territory of an aircraft of designated airline(s) engaged in international air navigation, or to the operation or navigation of such aircraft while within its territory, shall apply to the aircraft upon entering or departing from or while within the territory of that Party.
2. The laws and regulations of one Party relating to entry into, stay in, or departure from its territory of passengers, baggage, crew, cargo or mail, such as laws and regulations relating to entry, exit, emigration, immigration, passports as well as customs and health or sanitary measures, shall apply to passengers, baggage, crew, cargo and mail carried by the aircraft of the designated airline(s) of the other Party upon entry into or departure from or while within the territory of the first Party.
3. In general, in the application of laws and regulations in force, neither Party shall give preference to its own nor any other airlines over designated airline of the other Party engaged in similar international air services.

**ARTICLE 7**  
**DIRECT TRANSIT**

Passengers, baggage and cargo in direct transit through the territory of either Party and not leaving the area of the airport reserved for such purpose, shall be subject to a simplified control. Passengers, baggage and cargo in direct transit through the territory of either Party and not leaving the area of the airport reserved for such purpose shall be subject to further examination for reasons of aviation security, narcotics control, and prevention of illegal entry or in special circumstances.



## **ARTICLE 8 USER CHARGES**

1. Neither Party shall impose or permit to be imposed on the designated airline or airlines of the other Party user charges higher than those imposed on its own airlines operating similar international air services.
2. The charges applied to airlines for the use of airports, their facilities and other facilities and services, as well as any charges for the use of air navigation facilities, communication and services, will be established in accordance with the laws and regulations of each Party.

## **ARTICLE 9 TARIFFS**

1. The designated airlines fix freely their tariffs and endeavor to practice reasonable tariffs with due regard being paid to all relevant factors, especially users interests, cost of exploitation service characteristics, commission rates, a reasonable profit and all other commercial consideration in the market.
2. Tariffs charged by airlines shall not be required to be filled with, or approved, by either Party.
3. Notwithstanding paragraph 1 of this Article, either Party may require information of tariffs proposed by its own airline, or the designated airline(s) of the other Party for carriage to or from its territory.
4. Without limiting the application of general competition and consumer law in each Party, consultations in accordance with the provisions set forth in Article 22 (Consultations and Amendments) of the present Agreement, may be initiated by either Party to:
  - a) Prevent unreasonably discriminatory tariffs or practices;
  - b) Protect consumers from tariffs that are unreasonably high or unreasonably restrictive due either to the abuse of dominant position or to concerted practices among air carriers; and
  - c) Protect airlines from tariffs that are artificially low because of direct or indirect governmental subsidy or support.

## **ARTICLE 10 EXCHANGE OF INFORMATION**

The aeronautical authorities of each Party shall provide to the aeronautical authorities of the other Party, on request, information relating to the traffic carried on the agreed services by



the respective designated airline (s). Such information shall include statistics and other information required in determining the amount of traffic carried by those airlines on the agreed services.

## **ARTICLE 11**

### **RECOGNITION OF CERTIFICATES AND LICENCES**

1. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid in accordance with the laws and regulations of one Party and still in force, shall be recognized as valid by the other Party for the purpose of operating the specified routes, provided that the requirements under which such certificates and licenses are issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention.
2. Each Party reserves the right, however, to refuse to recognize as valid, for the purpose of flights within its own territory, certificates of competency and licenses granted to its own nationals by the other Party.

## **ARTICLE 12**

### **AIR 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 consultations shall take place within thirty (30) day of that request.
2. If, following such consultations. One Party finds that the other Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 of this Article 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 of the steps considered necessary to conform with those minimum standards established at that time pursuant to the Convention, and the other Party shall take appropriate corrective action. Failure by the other Party to take appropriate action within fifteen (15) days or such longer period as may be agreed, shall be grounds for the application of subparagraph (e) of paragraph 1 of Article 4 (withholding, Revolution, Suspension, or Limitation of Operating Authorizations) of this Agreement.
3. Pursuant to Article 16 of the Convention, it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the airlines of one Party on services to or from the territory of the other Party may, while within the territory of the other Party, be made the subject of an examination by the authorized representatives of the other Party, on board and around the aircraft to check both the validity of the aircraft documents and those of



its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.

4. If any such ramp inspections give rise to:

- (a) Serious concerns that an aircraft or the operation of effective 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 ramp 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 airline or airlines of one Party in accordance with paragraph 3 of this Article is denied by a representative of that airline or airlines, the other Party shall be free to infer that serious concerns of the type referred to in paragraph 4 of this Article arise and draw the conclusions referred in that paragraph.
6. Each Party reserves the right to suspend or vary the operating authorization of an airline or airlines of the other Party immediately in the event the first Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
7. Any action by one Party in accordance with paragraphs 2 or 6 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

### **ARTICLE 13**

#### **AVIATION SECURITY**

1. Consistent with their rights and obligation under international law, the Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed



at Montreal on 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 with any other convention and protocol relating to the security of civil aviation which both Parties adhere to.

2. The Parties shall provide, upon request, all practicable assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. The Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Parties. Each Party shall require that operators of aircraft of their registry, or operators of aircraft who have their principal place of business or permanent residence in its territory, and the operators of airports in its territory, act in conformity with such aviation security provisions.
4. Each Party agrees that such operators of aircrafts shall be required to observe the aviation security provisions referred to in paragraphs 3 of this Article required by the other Party for entry into, departure from, or while within, the territory of that other Party. Each Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, and baggage, cargo and aircraft stores prior to and during boarding or loading.

Each Party shall also give sympathetic consideration to any request from the other Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizures of civil aircraft or other unlawful act against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
6. When a Party has reasonable grounds to believe that the other Party has departed from the aviation security provisions of this Article, that Party may request immediate consultations with the other Party.
7. Without prejudice to Article 4 (Withholding, Revocation, Suspension or Limitation of Operating Authorizations) of this Agreement, failure to reach a satisfactory agreement within fifteen (15) days from the date of such request will constitute grounds to withhold, revoke, suspend, limit or impose conditions on the operating authorization of the air carriers of both Parties.
8. When required by an immediate and extraordinary threat, a Party may take interim action prior to the expiry of fifteen (15) days.





9. Any action taken in accordance with the paragraph 7 above shall be discontinued upon compliance by the other Party with the provisions of this Article.

#### **ARTICLE 14**

##### **EXEMPTION FROM CUSTOMS DUTIES AND OTHER TAXES**

1. Aircraft operated, for the agreed services, by the designated airline(s) of either Party, as well as any aircraft equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft are exempt from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Party, provided that such time as they are re-exported or are used on the part of the journey performed over that territory.
2. Subject to paragraph 3 of this Article, they are also exempt from customs duties, inspection fees and similar charges:
  - a) Aircraft stores taken on board in the territory of a Party; within limits fixed by the aeronautical authorities of that Party, and for use on board outbound aircraft engaged on an agreed service of the other Party;
  - b) Spare parts, introduced into the territory of either Party for the maintenance or repair of aircrafts used, for the agreed services, by the designated airline(s) of the other Party;
  - c) Lubricants, and consumable technical supplies, to be supplied to an inbound/ transiting/ outbound aircraft operated, on agreed services, by the designated Airline(s) of the other Party, even when such supplies are to be used on the part of the journey performed over the territory of the Party in which they are taken on board.
3. Materials and supplies referred to in subparagraphs (a), (b) and (c) of paragraph 2 of this Article, may be subject to customs surveillance or control, of two Parties.
4. Baggage and cargo in direct transit are exempt from customs duties and other similar taxes provided that these will be under customs surveillance or control.
5. The regular airborne equipment, as well as the materials and supplies retained on board an aircraft of the designated airline(s) of either Party, may be unloaded in the territory of the other Party only with the approval of the customs authorities of that other Party and such customs authorities may require that such equipment, materials and supplies be placed under their surveillance up to such time as they are re-exported or otherwise disposed of in accordance with customs laws and regulations.



**ARTICLE 15**  
**COMMERCIAL ACTIVITIES**

1. In accordance with the laws and regulations of the other Party, the designated airline(s) of one Party shall have the right:
  - a) In relation to entry, residence and employment, to bring in and maintain in the territory of the other Party managerial and other specialist staff, office equipment and other related equipment and promotional materials required for the operation of international air services;
  - b) To employ technical administrative and commercial personnel of its own nationality subject to the laws and regulations in force in the country in which this personnel is to be employed;
  - c) To use the services of personnel of any other organization, company or airline operating in the territory of the other Party;
  - d) To establish offices in the territory of the other Party for the purposes of provision, promotion and sale of air services;
  - e) To sell and market international air services and related products in the territory of that other Party, directly and, at its discretion, through its agents or other intermediaries, in the local currency or in freely convertible currencies of other countries; and
  - f) To convert and remit to the territory of its incorporation, 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. Such conversion and remittance shall be made in accordance with the foreign exchange regulations of the Party concerned.
2. The designated airlines of each Party have the right to enter into cooperative marketing arrangements subject to national laws, regulations and policies, such as blocked space, code sharing or leasing arrangements with an airline or airlines of either Party or airlines of a third country, provided that the airlines have the appropriate authorization of exploitation.
3. The marketing airline may be required to file any proposed co-operative marketing arrangements with the aeronautical authorities of each Party before its introduction.
4. When holding out services for sale, the marketing airline will make it clear to the purchasers of tickets for such services, at the point of sale, which airline will be the operating airline on each sector of the services and with which airline or airlines the purchaser is entering into a contractual relationship.





## **ARTICLE 16**

### **LEASING**

1. Either Party may prevent the use of leased aircraft for services under this Agreement which does not comply with Article 12 (Air Safety) and Article 13 (Aviation Security) of this agreement.
2. Subject to paragraph 1 of this Article, the designated airlines of each Party may operate services under this Agreement by using leased aircraft which meets the requirements provided by Article 12 (Air Safety) and Article 13 (Aviation Security) of this Agreement.

## **ARTICLE 17**

### **CHANGE OF GAUCE**

On any international segment or segments of the agreed routes, a designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated; provided that (with the exception of all-cargo services) the transportation beyond such point is a continuation of the transportation from the territory of the Party that has designated the airline and, in the inbound direction, the transportation to the territory of the Party that has designated the airline is a continuation of the transportation from beyond such point.

## **ARTICLE 18**

### **GROUND HANDLING**

1. Subject to applicable safety provisions, including ICAO Standards and Recommended Practices (SAPs) contained in Annexs 6 and 17, and in accordance with local laws and regulations, each Party shall authorize airline(s) of the other Party, at each airline(s) choice, to:
  - a) Perform its own ground handling services;
  - b) Join with others in forming a services-providing entity; and/or
  - c) Select among competing service providers.
2. When the internal rules of a Party limit the exercise of the aforementioned rights, each designated airline shall be treated in a non-discriminatory manner with regard to ground handling services offered by a provider or duly authorized providers.
3. The exercise of the rights provided in paragraph 1 of this Article shall be subject to the physical or operational limitations resulting from considerations of safety or aviation security at the airport.



**ARTICLE 19**  
**INTERMODAL SERVICES**

Notwithstanding any other provision of this Agreement, 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 transport to and from all airports with customs facilities, and including, where applicable, the right 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 other indirect providers of cargo 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 20**  
**COMPUTER RESERVATION SYSTEM (CRS)**

Each Party shall apply the ICAO Code of Conduct for the Regulation and Operation of Computer Reservation Systems within its territory consistent with other applicable regulations and obligations concerning computer reservation systems.

**ARTICLE 21**  
**APPROVAL OF SCHEDULES**

1. The designated airline of each Party shall submit its envisaged flight schedules for approval to the aeronautical authorities of the other Party at least thirty (30) days prior to the operation of the agreed services. The same procedure shall apply to any modification thereof.
2. For supplementary flights which designated airlines of one Party wishes to operate on the agreed services outside the approved timetable, that airline must request prior permission from the aeronautical authorities of the other Party. Such requests shall usually be submitted at least three (3) working days prior to the operation of such flights.

**ARTICLE 22**  
**NON-REGULAR OPERATIONS / CHARTER**

1. Airlines of each Party shall have the right to transport charter-type passengers (and the accompanying baggage) international traffic and / or cargo (including, among others, a combination of passengers / cargo).



2. Each Party shall, subject to reciprocity, respond within the deadlines established by the authorities of the Parties, without delay, requests for non-scheduled or charter operations made by airlines that are duly authorized by the other Party.
3. Provisions concerning the application of laws, granting of rights, recognition of certificates and licenses, security, aviation security, user rights, 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 23 CONSULTATIONS AND AMEDMENTS**

1. In a spirit of close cooperation, the aeronautical authorities of the Parties shall consult with each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the Annex attached hereto and shall consult whenever necessary to provide for amendment to this Agreement or the Annex.
2. Either Party may request consultations, which may be through discussions or by correspondence. Consultations shall begin within a period of thirty (30) days from the date the other Party receives a written request, unless otherwise agreed by both Party.
3. Any amendment of this Agreement, or its Annex, shall be affected by an exchange of diplomatic notes and shall enter into force on such date as is provided for by the latter note.

### **ARTICLE 24 MULTIRATERAL AGREEMENTS**

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

### **ARTICLE 25 SETTLEMENT OF DISPUTES**

- (1) If any dispute arises between the Parties relating to the interpretation or implementation of this Agreement, the aeronautical authorities of the two Parties shall in the first place settle the dispute by negotiation.
- (2) If the aeronautical authorities of the Parties fail to reach a settlement of the said dispute, the Parties shall settle such dispute through diplomatic channels



**ARTICLE 26**  
**TERMINATION OF AGREEMENT**

Either Party may, at any time, give notice in writing, through the diplomatic channel, to the other Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Party, or after any shorter period of time as may be agreed by both Parties, unless the notice to terminate is withdrawn by agreement before the expiry period. In the absence of acknowledgement of receipt by the other Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

**ARTICLE 27**  
**REGISTRATION OF AGREEMENT**

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

**ARTICLE 28**  
**ENTRY INTO FORCE**

This Agreement shall be applied provisionally from the date of its signature and shall enter into force on the date of the receipt of the last notification, through diplomatic channels, by which the Parties notify each other that the legal procedures necessary for its entry into force have been fulfilled.

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

Done at Nairobi, the 11<sup>th</sup> of December of 2018, in duplicate original copies in the Spanish and English language, all text being equally authentic.

In the case of any divergence in interpretation of the provisions of this Agreement, the English text shall prevail.

**FOR**  
**THE GOVERNMENT OF THE DOMINICAN**  
**REPUBLIC**

**FOR**  
**THE GOVERNMENT OF THE REPUBLIC OF**  
**RWANDA**



## ANNEX 2

### ROUTES

#### 2. Routes to be operated by the designate Airlines of the Dominican Republic:

<b>Points in the Dominican Republic</b>	<b>Intermediate points</b>	<b>Points in In Rwanda</b>	<b>Beyond Points</b>
Any point or points	Any point or points	Any point or points	Any point or points

#### 1- Routes to be operated by the designate Airlines of the Republic of Rwanda

<b>Points In Rwanda</b>	<b>Intermediate points</b>	<b>Points in the Dominican Republic</b>	<b>Beyond Points</b>
Any point or points	Any point or points	Any point or points	Any point or points

Note 1: Any point or all intermediate points and/or beyond points on the specified routes may, at the discretion of each airline, be omitted on any or all flights.

#### **Operational flexibility:**

Each designated airline may, in any or all of its flights and its option:

1. operate flights in either or both directions;
2. combine different flight numbers within one aircraft operation;
3. pick up and discharge stop-over traffic at any point of the route schedule, provided that stop over time does not exceed seven (7) days at any point.
4. exercise 5<sup>th</sup> freedom traffic rights on any intermediate and beyond points on passenger and cargo flights or combination of the two.

