

# MEMORANDUM OF UNDERSTANDING

## BETWEEN

### THE AERONAUTICAL AUTHORITIES

### THE REPUBLIC OF BENIN

## AND

### OF DOMINICAN REPUBLIC

Delegations representing the Aeronautical Authorities of the Government of Dominican Republic of and of the Government of the Republic of Benin met in Punta Cana, during the ICAN 2025-event organised by ICAO, on November 12<sup>th</sup> 2025, to initiate a Bilateral Air Service Agreement and to negotiate the operating rights and other related matters.

The lists of the Members of the two Delegations are attached hereto as **Attachment (1)**.

As a result of these discussions, which were held in a cordial and friendly atmosphere, the two Delegations have agreed the following:

#### 1. TEXT OF THE AIR SERVICES AGREEMENT (ASA):

The text of the ASA and its Annex, attached hereto as **Attachment (2)**, was agreed and initialled by the Heads of both Delegations.

As from the date of signature of this Memorandum of Understanding and until the ASA and its Annex enter into force, the two Delegations agree to apply the principles included therein, on a provisional basis and within the scope of their administrative competences.

Both Delegations undertook to advise their respective Authorities to begin the internal legal procedure conducive to an early signature the ASA, as soon as possible.

#### 2. DESIGNATION OF AIRLINES:

Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more Airlines for the purpose of operating the Agreed Services on the Specified Routes.



### **3. CAPACITY AND FREQUENCIES:**

Both Delegations agreed that the designated airlines of each Party will be permitted to operate unlimited weekly frequencies for passengers, cargo or in combination services with 3<sup>rd</sup> and 4<sup>th</sup> freedom traffic rights in each direction on their respective routes with any type of aircraft.

### **4. CODE-SHARING:**

In operating or holding out services under this Agreement, the designated airlines of the Contracting Parties may, subject to applicable laws and regulations governing competition, enter into code-sharing arrangements with any other airline, provided that:

- (a) each flight forming part of a service to which the arrangements apply is operated by an airline entitled to operate that flight; and
- (b) in respect of each ticket sold, the purchaser is informed at the point of sale which airline will operate each sector of the service.

### **5. CO-OPERATION IN THE FIELD OF CIVIL AVIATION**

The two delegations agreed to cooperate on training, information sharing and technical assistance in different aviation-related areas.

### **6. ENTRY INTO EFFECT:**

Both Delegations agreed that this Memorandum of Understanding will become effective upon the date of its signature.

Signed in Punta Cana, Dominican Republic on November 12<sup>th</sup>, 2025.

For the Aeronautical Authorities of the  
Republic of Benin



---

Ms Monique SODJAHIN MAMA

For the Aeronautical Authorities of  
the Dominican Republic



---

Mr. Héctor Porcella Dumas

**Attachment (1)**

**DELEGATION OF DOMINICAN REPUBLIC**

**Head of Delegation** : **Mr. Héctor Porcella Dumas**  
President  
Civil Aviation Board.

**Delegates** : **Mr. Igor Rodríguez Durán**  
General Director  
Dominican Institute of Civil Aviation, IDAC.  
Full Member of the Civil Aviation Board.

**Ms. Noelia Rivera Guevara**  
Deputy Legal Counsel to the Executive  
Power representative before the Board of  
Civil Aviation.

**Mr. Nasim Antonio Yapor Alba**  
Member of the Civil Aviation Board,  
representing the private sector.  
President of the Air Services Agreements  
Commission, Civil Aviation Board.

**Mr. Bartolomé Pujals**  
Ambassador, Permanent Representative of  
the Dominican Republic to ICAO.

**Ms. Bernarda Franco Candelario**  
Secretary of the Civil Aviation Board.

**Mrs. Paola Plá Puello**  
Deputy Director  
Dominican Institute of Civil Aviation, IDAC.

**Mr. Héctor Christopher**  
Director of Air Transport, Civil Aviation  
Board

**Mrs. María Luisa Hernández**  
Coordinator of International Agreements,  
Civil Aviation Board.



## **DELEGATION OF THE REPUBLIC OF BENIN**

### **Head of Delegation**

Ms. Monique SODJAHIN MAMA,  
Director of Air Transport Development

### **DELEGATE**

M. Eugene KOUTONIN,  
Head of Agreements and International Cooperation  
Department  
ANAC-BENIN



**AIR TRANSPORT AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF THE DOMINICAN REPUBLIC**

**AND**

**THE GOVERNMENT OF THE REPUBLIC OF BENIN**





The Government of the Dominican Republic and the Government of the Republic of Benin hereinafter referred to as the "Contracting Parties", being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944,

Desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing Air Services between and beyond their respective Territories.

Have agreed as follows:

## **Article 1** **Definitions**

For the purpose of this Agreement, unless the context otherwise requires:

- (a) The term "**Convention**" means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof; insofar as those Annexes and amendments have become effective for or been ratified by both Contracting Parties.
- (b) The term "**Aeronautical Authorities**" means in the case of the Government of the Dominican Republic, the Civil Aviation Board and any person or body authorized to perform any functions at present exercisable by the said Authority or similar functions; and in the case of the Benin Republic, the Minister responsible for Civil Aviation, and any person or body authorized to perform any functions at present exercisable by the said Authority or similar functions.
- (c) The term "**Designated Airlines**" means Airlines, which have been designated and authorized in accordance with Article 3 of this Agreement.
- (d) The term "**Territory**" in relation to a State has the meaning assigned to it in Article 2 of the Convention as follows: "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"; and the term "sovereignty" has the meaning of Article 1 of the Convention, as follows: "the contracting states recognize that every State has complete and exclusive sovereignty over the airspace above its territory".
- (e) The terms "**Air Service**", "**International Air Service**", "**Airlines**" and "**Stop for Non-Traffic Purposes**" have the meanings respectively assigned to them in Article 96 of the Convention.

- (f) The term “**Capacity**” in relation to an aircraft means the seats and/or cargo of that aircraft available on a route or section of a route.
- (g) The term “**Capacity**” in relation to Agreed Services as defined in Article 2, means the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period on a route or section of a route.
- (h) The term “**Tariff**” means the prices to be paid for the carriage of passengers and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail.
- (i) The term “**Route Schedule**” means the schedule of routes annexed to this Agreement and any amendments thereto as agreed in accordance with the provisions of Article 21 of this Agreement.
- (j) The term “**Agreement**” means this agreement, the Annex attached thereto, and any Protocols or similar documents amending the present Agreement or the Annex.
- (k) The term “**User Charges**” means a charge imposed on Airlines for the provision of airport, air navigation or aviation security facilities or services including related facilities and services.

## **Article 2**

### **Grant of Rights**

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing and operating scheduled International Air Services over the routes specified in the Route Schedule attached to this Agreement. Such services and routes are hereinafter called the “Agreed Services” and the “Specified Routes” respectively. The Designated Airlines of each Contracting Party shall enjoy, while operating an Agreed Service on a Specified Route, the following rights:
  - (a) To fly without landing across the Territory of the other Contracting Party.
  - (b) To make Stops for Non-Traffic Purposes in the Territory of the other Contracting Party.
  - (c) To take on and to put down passengers, cargo and mail at any point on the Specified Routes subject to the provisions contained in the Route Schedule attached to this Agreement.



2. Nothing in paragraph 1 of this Article shall be deemed to confer on the Designated Airlines of one Contracting Party the privilege of uplift and discharge, in the Territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire when destined for another point in the Territory of that other Contracting Party.

### **Article 3** **Designation of Airlines**

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more Airlines for the purpose of operating the Agreed Services on the Specified Routes.
2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, grant to the Airlines designated the necessary operating authorizations without delay, provided that:
  - a) substantial ownership and effective control of that Airline are vested in the Contracting Party designating the Airline, nationals of that Contracting Party, or both;
  - b) the Designated Airlines is established and has its principal place of business in the Territory of the designating Contracting Party;
  - c) effective regulatory control of the Designated Airlines is exercised and maintained by the Contracting Party designating the Airlines; and
  - d) the Party designating the airlines is in compliance with the provisions set forth in Article 14 (Aviation Safety) and Article 15 (Aviation Security).
3. The Aeronautical Authorities of one Contracting Party may require any Airlines designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of International Air Services by such Aeronautical Authorities in conformity with the provisions of the Convention.
4. When an Airline has been designated and authorized it may begin at any time to operate the Agreed Services, provided that a Tariff established in accordance with the provisions of Article 11 of this Agreement is in force in respect of that service.



**Article 4**  
**Revocation or Suspension of Operating Authorization**

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of this Agreement by an Airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights, in any of the following cases:
  - a) substantial ownership and effective control of that Airline are not vested in the other Contracting Party, the Contracting Party's nationals, or both;
  - b) where the Contracting Party is not satisfied that the Designated Airlines is established and has its principal place of business in the Territory of the Contracting Party designating the Airline; or
  - c) where effective regulatory control of the Designated Airlines is not exercised and maintained by the Contracting Party designating the Airline; or
  - d) failure of the Contracting Party designating the Airlines to comply with the provisions set forth in Article 14 (Aviation Safety) and Article 15 (Aviation Security) of this Agreement; or
  - e) failure by the Airline to comply with the laws or regulations of the Contracting Party granting these rights; or
  - f) failure by the Airline to operate in accordance with the conditions prescribed under this Agreement.
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 and regulations, such rights shall be exercised only after consultation with the other Contracting Party.
3. In the event of action by one Contracting Party under this Article, the rights of the other Contracting Party under Article 19 of this Agreement shall not be prejudiced.

**Article 5**  
**Exemption from Customs and Other Duties**

1. Subject to the laws and regulations of the Contracting Party, aircraft operated on international services by the designated airlines of either Contracting Party, as well as their regular equipment, supplies of fuel and lubricants, and aircraft stores already on board, introduced into or taken on

board such aircraft and intended solely for use by or in such aircraft shall, with respect to all customs duties, inspection fees and other similar duties or taxes, be accorded in the Territory of the other Contracting Party, treatment not less favorable than that granted by the other Contracting Party to its own Airlines operating scheduled International Air Services or to the Airlines of the most favored nation.

2. The same treatment shall be accorded to spare parts entered into the Territory of either Contracting Party for maintenance or repair of aircraft used on international services by the designated Airlines of the other Contracting Party.
3. Neither Contracting Party shall be obliged to grant to the Designated Airlines of the other Contracting Party exemption of customs duty, inspection fees or similar charges unless such other Contracting Party grants exemption of such charges to the Designated Airlines of the first Contracting Party.
4. The regular airborne equipment as well as the materials and supplies retained on board the aircraft of either Contracting Party may be unloaded in the Territory of the other Contracting Party only with the approval of the Customs authorities of such Territory. In such case, they may be placed under the supervision of said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.
5. Materials referred to in paragraphs (1), (2) and (4) of this Article may be required to be kept under Customs supervision or control.

## **Article 6**

### **Application of Laws and Regulations**

1. The laws and regulations of each Contracting Party shall apply to the navigation and operation of the aircraft of the Airlines designated by one Contracting Party during entry into, stay in, departure from and flight over the Territory of the other Contracting Party.
2. The laws and regulations of each Contracting Party relating to the arrival in, or departure from its Territory of, passengers, crews, cargo and mail (in particular, regulations regarding passports, customs, currency and medical and quarantine formalities) shall be applicable to passengers, crews and cargo arriving in, or departing from the Territory of one Contracting Party in the aircraft of the Airlines designated by the other Contracting Party.
3. Airlines designated by each Contracting Party shall comply with the laws of the other Contracting Party as to the admission to, or taking out from its lands of animals and plants, while its aircraft enter into, stay in, or depart from the Territory of that Contracting Party.

4. Neither of the Contracting Parties shall give preference to its own or any other Airline over the Airlines engaged in similar International Air Services of the other Contracting Party in the application of its regulations specified in paragraphs (1) (2) and (3) of this article or in the use of airports, airways, air traffic services and associated facilities under its control.

#### **Article 7**

#### **Principles Governing Operation of Agreed Services**

1. There shall be fair and equal opportunity for the Airlines of both Contracting Parties to operate the Agreed Services on the Specified Routes between their respective Territories.
2. In operating the Agreed Services, the Designated Airlines of each Contracting Party shall take into account the interests of the Airlines of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same route.
3. The Agreed Services provided by the Designated Airlines of each Contracting Party shall bear close relationship to the requirements of the public transportation on the Specified Routes and shall have as their primary objective the provision, at a reasonable load factor, of Capacity adequate to meet the current and reasonably anticipated requirements for the carriage of passengers and cargo including mail originating from, or destined for the Territory of the Contracting Party which has designated the Airline. Provision for the carriage of passengers and cargo including mail both taken on board and discharged at points on the Specified Routes in the Territories of other States other than those that designated the Airline shall be made in accordance with the general principles that Capacity shall be related to:
  - (a) Traffic requirements to and from the Territory of the Contracting Party which has designated the Airline.
  - (b) Traffic requirements of the area through which the Agreed Service passes, after taking account of other transport services established by Airlines of the States comprising the area.
  - (c) The requirements of through Airline operation.



**Article 8**  
**Airlines Representatives**

1. Each Contracting Party shall grant the Designated Airlines of the other Contracting Party, on a basis of reciprocity, the right to maintain in the points specified in the Route Schedule on its Territory offices and administrative commercial and technical personnel chosen among nationals from either or both Contracting Parties as may be necessary for the requirements of any Designated Airline.
2. The employment of third State nationals in the Territory of either Contracting Party shall be permitted subject to the authorization of the competent authorities.
3. All the above personnel shall be subject to the laws relating to the admission and stay in the Territory of the other Contracting Party as well as the laws, regulations and administrative directives applicable in that Territory.
4. The number of such personnel, established on agreement between the Designated Airlines, shall be submitted for approval to the competent authorities of the Contracting Parties.
5. Each Contracting Party shall provide any necessary assistance to the said offices and personnel.
6. The Designated Airlines of the Contracting Party shall be granted the rights of independent sales of transportation using their own transportation documents in the Territory of the other Contracting Party, in accordance with laws and regulations of that Contracting Party. Such sales may be executed directly by the representatives of the Designated Airlines or through authorized agents who have appropriate license to provide such services.
7. The Designated Airlines of each Contracting 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.
8. The Designated Airlines of one Contracting Party shall have the right to pay for local expenses in the Territory of the other Contracting Party in local currency or provided that this is in accordance with local currency regulations, in freely convertible currencies.

**Article 9**  
**Approval of Timetables**

The Designated Airlines of each Contracting Party shall submit for approval to the Aeronautical Authorities of the other Contracting Party not later than 60 (sixty) days prior to the inauguration of



services on the Specified Routes and 30 (thirty) days prior to each traffic season, the flight timetables including the types of aircraft to be used.

Any modification to such flight schedules shall also be submitted to the Aeronautical Authorities of the other Contracting Party for approval at least fifteen (15) days in advance, or such shorter time as the Aeronautical Authorities might allow.

### **Article 10** **Cooperative Arrangements**

1. In operating or holding out the Agreed Services on the Specified Routes, any Designated Airline of one Contracting Party may enter into cooperative marketing arrangements such as joint venture, blocked space or code-sharing arrangements, with:

(a) Airlines of either Contracting Party.

(b) Airlines of a third State.

Provided that all Airlines in such arrangements hold the appropriate authority and meet the requirements normally applied to such arrangements.

2. When holding out services for sale under such arrangements, the concerned Airline or its agent shall make it clear to the purchaser at the point of sale as to which Airline shall be the operating Airline on each sector of the service and with which Airline(s) the purchaser is entering into a contractual relationship.
3. The Contracting Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to code-shared flights operating to or from their Territory and that, as a minimum, passengers be provided with the necessary information in the following ways:
  - (a) Orally and in writing at the time of booking.
  - (b) In written form, on the ticket itself or, if not possible, on the itinerary document accompanying the ticket or on any other document replacing the ticket, such as a written confirmation, including information on whom to contact in case of a problem and a clear indication of which Airline is responsible in case of damage or accident.
4. Before providing code sharing services, the code sharing partners shall agree as to which partner shall be responsible for security, safety, facilitation, liability and other consumer related matters.

Such an agreement shall be filed with the Aeronautical Authorities of both Contracting Parties for approval before implementation of the code-share arrangements at least 30 (thirty) days before its proposed introduction.

#### **Article 11**

##### **Tariffs**

1. Each Contracting Party shall allow each Airline to determine its own Tariffs for the transportation of traffic.
2. Unless required by national laws and regulations, Tariffs charged by Airlines shall not be required to be filed with the Aeronautical Authorities of either Contracting Party.
3. In the event that either Aeronautical Authority is dissatisfied with a Tariff proposed or in effect for an Airline of the other Contracting Party, the Aeronautical Authorities will endeavor to settle the matter through consultations, if so requested by either Aeronautical 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 Contracting Party.
4. Notwithstanding the foregoing, the Designated Airlines of one Contracting Party shall provide, on request, to the Aeronautical Authorities of the other Contracting Party the information relating to the establishment of the Tariff, in a manner and format as specified by such authorities.

#### **Article 12**

##### **Exchange of Information**

1. Each Contracting Party shall cause its Designated Airlines to provide to the Aeronautical Authorities of the other Contracting Party, as long in advance as practicable, copies of Tariffs, schedules, including any modification thereof, and all other relevant information concerning the operation of the Agreed Services, including information about the Capacity provided on each of the Specified Routes and any further information as may be required to satisfy the Aeronautical Authorities of the other Contracting Party that the requirements of this Agreement are being duly observed.
2. Each Contracting Party shall cause its Designated Airline to provide to the Aeronautical Authorities of the other Contracting Party statistics relating to the traffic carried on the Agreed Services showing the points of embarkation and disembarkation.

**Article 13**  
**Recognition of Certificates and Licenses**

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party, and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention. However, each Contracting Party reserves the right, to refuse to recognize, for the purpose of flights above its own Territory, certificates of competency and licenses granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.

**Article 14**  
**Aviation Safety**

1. Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within 30 (thirty) days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 that meet the standards established at that time pursuant to the Convention, the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the International Civil Aviation Organization standards. The other Contracting Party shall then take appropriate corrective action within an agreed time period.
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 Contracting Party, on service to or from the Territory of another Contracting Party, may, while within the Territory of the other Contracting Party, be the subject of a search by the authorized representatives of the other Contracting Party, in this Article called "ramp inspection") provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention and Article 13 of this Agreement, 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 Contracting 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 Airlines of one Contracting Party in accordance with paragraph (3) above is denied by the representative of these Airlines, the other Contracting 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. Each Contracting Party reserves the right to suspend or vary the operating authorization of an airline or airlines of the other Contracting Party immediately in the event the first Contracting 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. When urgent action is essential to ensure the safety of an Airline operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorization of Airlines of the other Contracting Party.
- 8. Any action by one Contracting Party in accordance with paragraph 4 above shall be discontinued once the basis for the taking of that action ceases to exist.
- 9. With reference to paragraph 2 above, if it is determined that one Contracting Party remains in non-compliance with International Civil Aviation Organization standards when the agreed time period has lapsed, the Secretary General of the International Civil Aviation Organization should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.





**Article 15**  
**Aviation Security**

1. Consistent with their rights and obligations under international law, the Contracting 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 Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the 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 Marking of Plastic Explosives for the Purpose of Detection signed at Montreal on 1 March 1991 and any other multilateral agreement governing civil aviation security binding upon both Contracting Parties.
2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. The Contracting 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 Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their Territory and the operators of airports in their Territory act in conformity with such aviation security provisions.
4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 above required by the other Contracting Party for entry into, departure from, or while within, the Territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its Territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

#### **Article 16** **Transfer of Earnings**

1. Each Contracting Party shall grant to the Designated Airlines of the other Contracting Party the right to transfer, according to applicable laws and regulations, the excess of receipts over expenditure earned by the Airline in the Territory of the first Contracting Party in connection with the carriage of passengers, mail and cargo, on the basis of the prevailing foreign exchange market rates for current payments.
2. If the Contracting Party imposes restrictions on the transfer of excess of receipts over expenditure by the Designated Airline(s) of the other Contracting Party, the latter shall have the right to impose reciprocal restrictions on the Designated Airline(s) of the first Contracting Party.
3. In the event that payments between the Contracting Parties are governed by a special agreement, such agreement shall apply.

#### **Article 17** **User Charges**

The charges which either of the Contracting Parties may impose or permit to be imposed on the Designated Airlines of the other Contracting Party for the use of airports and other facilities under its control shall not be higher than those that would be paid for the use of such airports and facilities by the national Airlines of the Contracting Party engaged in similar International Air Services.

#### **Article 18** **Consultations**

1. In a spirit of close cooperation, the Aeronautical Authorities of the Contracting Parties shall consult 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 annexed Route Schedule and shall consult when necessary to provide for amendment thereof.

2. Either Contracting Party may request consultation in writing which shall begin within a period of 60 (sixty) days of the date of receipt of the request, unless both Contracting Parties agree to an extension of this period.

## **Article 19**

### **Settlement of Disputes**

1. Any dispute arising between the Parties regarding the interpretation or application of this Agreement, except those that may arise in relation to Safety (Article 14) and Aviation Security (Article 15), 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 the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body; if they do not so agree, the dispute shall at the request of either Contracting Party be submitted for decision to a tribunal of 3 (three) arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of 60 (sixty) days from the date of receipt by either Contracting Party from the other of a notice through diplomatic channels requesting arbitration of the dispute by such a tribunal, and the third arbitrator shall be appointed within a further period of 60 (sixty) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may at the request of either Contracting Party appoint an arbitrator or arbitrators as the case requires. In such cases, the third arbitrator shall be a national of a third State and shall act as president of the arbitral tribunal.
4. Except as hereinafter provided in this Article or as otherwise agreed by the Contracting Parties, the tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedural rules. At the direction of the tribunal or at the request of either of the Contracting Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than 30 (thirty) days after the tribunal is fully constituted.
5. Except as otherwise agreed by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within 45 (forty-five) days after the tribunal is fully constituted. Replies shall be due 60 (sixty) days later. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion within 30 (thirty) days after replies are due.





6. The tribunal shall endeavor to give a written decision within 30 (thirty) days after completion of the hearing or, if no hearing is held, 30 (thirty) days after the date both replies are submitted. The decision shall be taken by a majority vote.
7. The Contracting Parties may submit requests for clarification of the decision within 15 (fifteen) days after it is received and such clarification shall be issued within 15 (fifteen) days of such request.
8. The decision of the tribunal shall be binding on the Contracting Parties.
9. Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Contracting Parties.

#### **Article 20** **Multilateral Conventions**

If a general multilateral air convention comes into force in respect of both Contracting Parties, the provisions of such convention shall prevail.

#### **Article 21** **Amendments**

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement including the Route Schedule, which shall be deemed to be a part of the Agreement, it shall request for consultations in accordance with Article 18 of this Agreement. Such consultations may take place by exchange of communications.
2. If the amendment relates to the provisions of the Agreement other than of the Route Schedule, the amendment shall be approved by each Contracting Party in accordance with its legal procedures and shall come into effect when confirmed by an exchange of notes through the diplomatic channels.
3. If the amendment relates only to the provisions of the Route Schedule, it shall be agreed upon between the Aeronautical Authorities of both Contracting Parties. Such amendment shall come into force from the date of its approval by the Aeronautical Authorities of both Contracting Parties.



**Article 22**  
**Registration**

The present Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

**Article 23**  
**Termination**

Either Contracting Party may at any time give notice to the other Contracting 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 12 (twelve) months after the date of receipt of notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry date of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received 14 (fourteen) days after the receipt of the notice by the International Civil Aviation Organization.

**Article 24**  
**Entry into Force**

This Agreement shall enter into force on the date of receipt of the last written notification by which the Contracting Parties have notified each other, through diplomatic channels, that their respective internal legal requirements for the entry into force of this Agreement have been fulfilled.

In witness thereof the undersigned plenipotentiaries being duly authorized thereto by their respective Governments, have signed this Agreement.

Done this [●] day of [●] at [●.....] in duplicate in the English, Spanish and French languages, all texts being equally authentic. In the event of any dispute as to the interpretation or the application of the Agreement, the English text shall prevail.

**FOR THE GOVERNMENT OF  
DOMINICAN REPUBLIC**

**FOR THE GOVERNMENT OF THE  
BENIN**

## ANNEX

### ROUTE SCHEDULE 1

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

<b>From</b>	<b>Intermediate Points</b>	<b>To</b>	<b>Points Beyond</b>
(1)	(2)	(3)	(4)
Points in Dominican Republic	Any points	Points in the Benin	Any points

2. The designated airlines of the Government of Dominican Republic on all or any flights, omit calling at any of the points in columns (2) and (4) above, provided that the Agreed Services on these routes begin at a point in column (1).

### ROUTE SCHEDULE 2

1. Routes to be operated by the designated airlines of the Government of the Republic of Benin:

<b>From</b>	<b>Intermediate Points</b>	<b>To</b>	<b>Points Beyond</b>
(1)	(2)	(3)	(4)
Points in the Benin	Any points	Points in Dominican Republic	Any points

2. The Designated Airlines of the Government of the Benin may, on all or any flights, omit calling at any of the points in columns (2) and (4) above, provided that the Agreed Services on these routes begin at a point in column (1).
3. The right of the designated airline of one Contracting Party to operate flights for the carriage of passengers, baggage, cargo and mail between the points in the territory of the other Contracting Party and points in the territory of third countries (5th freedom traffic rights) shall be subject to a separate agreement between the Aeronautical Authorities of the Contracting Parties.