

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**CIVIL AVIATION AUTHORITY OF THE ITALIAN REPUBLIC**  
**AND THE CIVIL AVIATION BOARD OF DOMINICAN REPUBLIC**

The Civil Aviation Authority of the Italian Republic and the Civil Aviation Board of Republic of Dominican Republic (hereinafter individually referred to as a "Participant" and collectively as "the Participants"),

CONSIDERING that the Government of the Italian Republic and the Government of Dominican Republic are negotiating an Air Services Agreement;

DESIRING to contribute to the progress of international civil aviation;

RECOGNIZING the excellent relations between the Italian Republic and the Dominican Republic

TAKING INTO ACCOUNT the previous understandings between the Civil Aviation Authority of the Italian Republic and the Civil Aviation Board of Dominican Republic have entered into the following Memorandum of Understanding:

**1. DESIGNATED AIRLINES**

The Participants will designate one or more airlines to operate the services on the specified routes, provided that:

A. in the case of an airline designated by the Dominican Republic:

- (i) it is established in the territory of the Dominican Republic and has a valid operating licence in accordance with applicable laws of the Dominican Republic; and
- (ii) effective regulatory control of the airline is exercised and maintained by the Dominican Republic, responsible for issuing its air operators' certificate and the relevant aeronautical authority is clearly identified in the designation; and
- (iii) the airline is owned, directly or through majority ownership, and it is effectively controlled by the Dominican Republic and/or its nationals;
- (iv) the airline designated by the Dominican Republic can utilize wet leased aircraft of an airline not included in the EU Air Safety List pursuant to Reg. (EC) No. 2111/2005 and holding of the authorization under Reg. (EC) No. 452/2014 issued by EASA.

B. in the case of an airline designated by the Italian Republic:

- (i) it is established in the territory of the Italian Republic under the EU Treaties and has a valid operating licence in accordance with European Union law; and



- (ii) the effective regulatory control of the airline is exercised and maintained by the EU Member State responsible for issuing its air operator's certificate and the relevant aeronautical authority is clearly identified in the designation; and
- (iii) the airline is owned, directly or through majority ownership, and it is effectively controlled by Member States of the European Union or the EFTA and/or by nationals of such States;

C. The air carrier meets the conditions prescribed under the laws and regulations normally applied to the operation of international air transport by the Participant considering the application;

D. When issuing operating authorizations and technical permissions, each Participant will treat all carriers of the other side in a non-discriminatory manner.

E. The designated airlines are qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Participant receiving the designation.

The Participants may designate one or more EU airlines to operate the services on the Route Schedule defined in Article 3 of this Memorandum of Understanding.

## 2. COMPETENT AUTHORITIES

1. The competent Authorities indicated for the implementation of this Memorandum of Understanding are:

- a. For the Italian Participant, Italian Civil Aviation Authority (ENAC)
- b. For the Dominican Participant, the Civil Aviation Board (JAC)

## 3. ROUTE SCHEDULE

The airlines designated by each Participant will operate air services indicated in the following Route Schedule.

1. Routes to be operated by the airline and/or airlines designated by the competent Authority of the Italian Republic:

Points of origin	Intermediate points	Points in the Dominican Republic	Points Beyond
Points in Italy	Any Point	Any Point	Any Point

2. Routes to be operated by the airline and/or airlines designated by the competent Authority of the Dominican Republic:

Points of origin	Intermediate points	Points in Italy	Points Beyond
Points in the territory of the Dominican Republic	Any Point	Any Point	Any Point

#### Notes

1. The airlines designated by the Participants may, on any or all flights, omit calling at any of the above points, provided that the services originate or terminate in their respective territories.
2. Intermediate and beyond points in the territory of the other Participant may be served without any geographical or directional constraints.
3. Each designated airline may, on any or all flights and at its option, combine different flight numbers within one aircraft operation.
4. The services will be operated with third, fourth and fifth freedom traffic rights, as already in place by previous agreement between the Parties.
5. No cabotage rights will be allowed.
6. Stop-over rights will be allowed on intermediate and/or beyond points.
7. The airlines designated by the Participants may have the right to coterminize points in the territories of the other Participant, without cabotage rights.

#### 4. CAPACITY

##### Passenger and all cargo services

The designated airlines of each Participant may operate without restriction on frequencies on the routes with any type of civil aircraft.

#### 5. CHARTER FLIGHTS

The Participants will adopt a liberal policy for both passenger and all-cargo charter flights based on market demand, as well as on the principle of fair and equal opportunity and non-discrimination, in accordance with their respective national laws and regulations.



## 6. COOPERATIVE ARRANGEMENTS

1. The designated airlines which have an appropriate authority to provide the services may operate the services on the specified routes, without any geographical or directional constraint, via any point, also utilizing leased aircraft registered in third countries.

2. In operating or holding out services under this Memorandum of Understanding, the designated airlines of the Participants may enter into cooperative marketing arrangements, such as blocked-space or code-sharing arrangements, with:

- (a) any airline or airlines of the Participants;
- (b) any airline or airlines of a third country; and
- (c) any surface (land or maritime) transport provider;

provided that

- (i) the operating carrier holds the appropriate traffic rights
  - (ii) the marketing carriers hold the appropriate route rights within the relevant bilateral provisions and
  - (iii) the arrangements meet the requirements related to safety, security and fair competition normally applied.
3. Each airline involved in code sharing arrangements set forth in this paragraph must, in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.
4. Any frequency operated under code sharing arrangements will be counted as frequency of the operating airline.
5. In operating the services, the designated airlines of each Participant may be permitted to perform a change of gauge at a point or points on the specified routes, using identical or different flight numbers on the concerned sectors.
6. The designated airlines of each Participant may employ, in connection with air transport of passengers and cargo, any intermodal transport to or from any point in the territory of the other Participant, under the applicable laws and regulations in force.
7. The designated airlines of each Participant may enter, as marketing carrier, into arrangements, with the designated airlines of the other Participant for domestic sector code-sharing services in the territory of the other Participant. The domestic sector code-shared services are allowed between points of entrance indicated in the Route Schedule and any points in the territory of each Participant, without cabotage rights, provided that such services form a part of a through international journey.

## 7. COSTS

The expenses arising from the implementation of this Memorandum of Understanding will be covered by the Participants according to their ordinary budget availability without any additional cost for the State budgets of the Italian Republic and the Dominican Republic.

## 8. APPLICABLE LAW

1. This Memorandum of Understanding will be implemented in accordance with the Italian and the Dominican Republic legislations, as well as applicable international law and, as for the Italian Participant, the obligations arising from Italy's membership of the European Union.
2. This Memorandum of Understanding does not constitute an international agreement which may lead to rights and obligations under international law.

## 9. INTERPRETATION

Any difference in the interpretation and/or implementation of this Memorandum of Understanding will be settled amicably through direct consultations and negotiations between the Participants.

## 10. FINAL PROVISIONS

1. This Memorandum of Understanding takes effect on the date of signature. It will remain valid for three years and will be automatically renewed for further periods of three years, unless one of the Participants notifies the other of its intention to terminate it three months prior to the date of renewal.
2. The Participants may amend this Memorandum of Understanding in writing by mutual consent.

Signed in Punta Cana (ICAN2025), Dominican Republic on November 12<sup>th</sup>, 2025, in two originals in the English language.

For the Civil Aviation Authority of the Italian  
Republic

Avv. Pierluigi Umberto Di Palma

For the Civil Aviation Board of the the  
Dominican Republic

Héctor Porcella Dumas

## Annex I

### ITALIAN DELEGATION

<i>Mr Pierluigi Umberto di Palma</i> President of ENAC ENAC – Italian Civil Aviation Authority	Head of Delegation
<i>Mr Claudio Eminente</i> Central Director of Economic Planning and Infrastructure Development Directorate ENAC – Italian Civil Aviation Authority	Alternate
<i>Ms Daniela Candido</i> Director of Air Transport & Licensing Dept. ENAC – Italian Civil Aviation Authority	Member
<i>Ms Francesca Scarciglia</i> Air Transport & Licensing Dept. ENAC – Italian Civil Aviation Authority	Member
<i>Mr Vittorio Bacaro</i> Directorate General for Air Transport Legal and International Affairs Italian Ministry of Infrastructures and Transport	Member
<i>Mr Francesco Maria Bartimmo</i> Directorate General for Air Transport Legal and International Affairs Italian Ministry of Infrastructures and Transport	Member
<i>Mr Daniele Pizzicaroli</i> Directorate General for Air Transport Legal and International Affairs Italian Ministry of Infrastructures and Transport	Member

### AIRLINES AND AIRPORT REPRESENTATIVES

<i>Ms Michela Sala</i> Planning and Traffic Rights NEOS SpA	Advisor
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## DELEGATION OF THE 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.

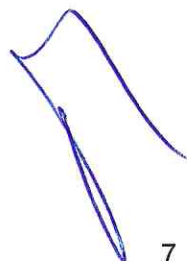
**Mr. Bartolomé Pujals**  
Ambassador, Permanent Representative of the  
Dominican Republic to ICAO.

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

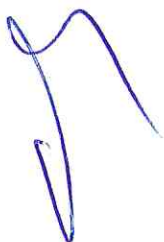
**Mrs. Paola Plá Puello**  
Deputy Director  
Dominican Institute of Civil Aviation, IDAC.

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

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

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





## PREAMBLE

The Government of the Dominican Republic and the Government of the Italian Republic, hereinafter referred to individually as a "Party" and collectively as the "Parties";

Being parties to the Convention on International Civil Aviation done at Chicago on 7 December 1944, hereinafter referred to as "the Convention";

Taking into account: the Convention on Offences and Certain Other Acts Committed on Board Aircraft, done at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, done at The Hague on 16 December 1970, the Montreal Supplementary Protocol for the Suppression Unlawful Acts of Violence at Airports Serving International Civil Aviation, done at Montreal on 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, done at Montreal on 1 March 1991 as well as the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on 23 September 1971;

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;

Have agreed as follows:



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## ARTICLE 1 – DEFINITIONS

1. For the purpose of this Agreement, unless the context otherwise requires, the terms:
  - a) "Aeronautical Authorities" means, in the case of the Government of the Italian Republic, the Ministry of Infrastructure and Transport; in the case of the Government of Dominican Republic, the Civil Aviation Board or, in both cases, any person or body authorized to perform any functions at present exercisable by the above-mentioned Authorities or similar functions;
  - b) "agreed services" means scheduled air services on the routes specified in Annex I to this Agreement for the transport of passengers, cargo and mail, separately or in combination;
  - c) "Agreement" means this Agreement, its Annexes, and any amendments thereto;
  - d) "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
  - e) "air operator's certificate" means a document issued to an airline by the aeronautical authorities of a Party which affirms that the airline in question has the professional ability and organisation to secure the safe operation of aircraft for the aviation activities specified in the certificate;
  - f) "aircraft equipment" means articles, other than stores and spare parts of a removable nature, for use on board an aircraft during flight, including first and survival equipment;
  - g) "capacity" is the amount(s) of services provided under the Agreement, usually measured in the number of flights (frequencies) or seats or tons of cargo offered in a market (city pair, or country-to-country) or on a route during a specific period, such as daily, weekly, seasonally or annually;
  - h) "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, insofar as such Annexes and amendments have become effective for both Parties;
  - i) "change of gauge" means a change of aircraft at a point or points on the specified routes;
  - j) "code sharing" means an operation performed by one designated airline using the code letter and the flight number of another airline in addition to its own code letter and flight number;
  - k) "designated airline" means an airline which has been designated and authorised in accordance with Article 4 of this Agreement;



- l) "EU" means European Union; "EU Member States" means Member States of the European Union; "EU Treaties" means the Treaty on European Union and the Treaty on the functioning of the European Union;
- m) "EFTA" means "European Free Trade Association", an association that relates to the following list of countries (other than European Union Member States) which, and whose nationals, are eligible to own and control airlines designated by the Italian Republic: (a) the Republic of Iceland (under the Agreement on the European Economic Area); (b) the Principality of Liechtenstein (under the Agreement on the European Economic Area); (c) the Kingdom of Norway (under the Agreement on the European Economic Area); (d) the Swiss Confederation (under the Agreement between the European Union and the Swiss Confederation on Air Transport);
- n) "spare parts" means article of a repair or replacement nature for incorporation in an aircraft during flight, including commissary supplies;
- o) "specified routes" means the routes specified in Annex I of this Agreement (Route Schedule);
- p) "stores" means articles of a readily consumable nature for use or sale on board an aircraft during flight including commissary supplies;
- q) The term "territory" has the meaning of 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"; 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".
- r) "tariffs" means the price to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail;
- s) "user charges" means a charge made to airlines by the competent authority or permitted by that authority to be made for the provision of airport property or facilities or of air navigation facilities (including facilities for overflights), or related services and facilities, for aircraft, their crews, passengers and cargo.

2. References in the Agreement to: (1) nationals of the Italian Republic shall be understood as referring to nationals of Member States of the European Union or of the European Free Trade Association (EFTA), as far as ownership and control of airlines designated by the Italian Republic are concerned; (2) airlines of the Italian Republic shall be understood as referring to airlines designated by the Italian Republic.

## ARTICLE 2 - APPLICABILITY OF THE CONVENTION

The provisions of this Agreement shall be subject to the provisions of the Convention insofar as those provisions are applicable to international air services.



### ARTICLE 3 - GRANT OF RIGHTS

1. Each Party grants the other Party the following rights in respect of its international air services:
  - (a) the right to fly across its territory without landing;
  - (b) the right to make stops in its territory for non-traffic purposes.
2. Each Party grants the other Party the right specified in the present Agreement for the purpose of establishing and operating air services on the routes specified in the Route schedule hereto (hereinafter referred also to as "the agreed services" and the "specified routes").
3. The airlines designated by each Party, while operating on the specified routes, shall enjoy the privilege to make stops in the territory of the other Party at the points specified in the Route Schedule for the purpose of taking on board and discharging passengers, cargo and mail coming from or destined to other points so specified.
4. Nothing in paragraphs 2 and 3 of this Article shall be deemed to confer on the designated airlines 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, due to an armed conflict, political disturbances or developments, or special and unusual circumstances, a designated airline of one Party is unable to operate a service on its normal routeing, the other Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of routes.

### ARTICLE 4 - DESIGNATION AND OPERATING AUTHORISATIONS

1. Each Party shall have the right to designate one or more airlines for the purpose of operating the agreed services on each of the routes specified in Annex I and to withdraw or alter such designations. Designations shall be made in writing.
2. On receipt of a designation, and of an application from the designated airline in the form and manner prescribed for operating authorisation and permission, each Party shall grant the appropriate operating authorisation with minimum procedural delay, provided that:
  - a) in the case of an airline designated by the Italian Republic:
    - (i) it is established in the territory of the Italian Republic under the EU Treaties and has a valid operating licence in accordance with European Union law; and
    - (ii) the effective regulatory control of the airline is exercised and maintained by the EU Member State responsible for issuing its air operator's certificate and the relevant aeronautical authority is clearly identified in the designation; and
    - (iii) the airline is owned, directly or through majority ownership, and it is effectively controlled by Member States of the European Union or the EFTA and/or by nationals of such States;

- b) in the case of an airline designated by the Dominican Republic:
- (i) it is established in the territory of Dominican Republic and has a valid operating license in accordance with applicable laws of the Dominican Republic; and
  - (ii) effective regulatory control of the airline is exercised and maintained by the Dominican Republic, responsible for issuing its air operators' certificate and the relevant aeronautical authority is clearly identified in the designation; and
  - (iii) the airline is owned, directly or through majority ownership, and it is effectively controlled by the Dominican Republic and/or its nationals.
- c) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied – in conformity with the provisions of the Convention - to the operation of international air services by the Party receiving the designation.

3. On receipt of the operating authorisation or permission of paragraph 2 of this Article, a designated airline may at any time begin to operate the agreed services, in part or in whole, for which it is so designated, provided that the airline complies with the applicable provisions of this Agreement.

#### **ARTICLE 5 - WITHDRAWAL, REVOCATION OR SUSPENSION OF AN OPERATING AUTHORISATION**

1. Each Party shall have the right to withhold, the operating authorisations or technical permissions with respect to an airline designated by the other Party, or to revoke, suspend or impose conditions on such authorisations, temporarily or permanently where:

- a) in the case of an airline designated by the Italian Republic:
- (i) it is not established in the territory of the Italian Republic under the EU Treaties or does not have a valid operating licence in accordance with European Union law; or
  - (ii) effective regulatory control of the airline is not exercised or not maintained by the EU Member State responsible for issuing its air operator's certificate, or the relevant aeronautical authority is not clearly identified in the designation; or
  - (iii) the airline is not owned, directly or through majority ownership, or it is not effectively controlled by Member States of the European Union or the EFTA and/or by nationals of such States;
- b) in the case of an airline designated by the Dominican Republic:
- (i) the airline is not established in the territory of Dominican Republic and does not have a valid operating licence in accordance with applicable laws of Dominican Republic; or





- (ii) effective regulatory control of the airline is not exercised or not maintained by Dominican Republic responsible for issuing its air operators' certificate or the relevant aeronautical authority is not clearly identified in the designation; or
  - (iii) the airline is not owned directly or through majority ownership by the Dominican Republic or is not effectively controlled by such State and/or its nationals;
- c) such airline is unable to prove that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied in conformity with the Convention to the operation of international air services by the Party receiving the designation; or
- d) the airline fails to comply with the laws and/or regulations of the Party granting these rights; or
- e) the airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.

2. Unless immediate revocation or suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringements of laws and/or regulations, such right shall be exercised only after consultation with the other Party, in conformity with Article 23 of this Agreement.

3. In exercising its rights under Paragraph 1 of this Article, Dominican Republic shall not discriminate between Airlines of EU Member States on grounds of nationality.

## **ARTICLE 6 - APPLICABILITY OF LAWS AND REGULATIONS**

1. The laws, regulations and administrative directives of one Party relating to the admission to, the stay in or departure from its territory of aircraft engaged in international air services, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airlines designated by the other Party and shall be complied with by such aircraft upon entrance into or departure from, or while within, the territory of the first Party.

2. The laws, regulations and administrative directives of one Party relating to the admission to, the stay in or departure from its territory of passengers, crew, cargo or mail of aircraft, including regulations relating to entry, clearance, immigration, passports, customs and quarantine, shall be complied with by or on behalf of such passengers, crew, cargo or mail of the airlines of the other Party upon entrance into or departure from, or while within, the territory of the first Party.

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

4. The Authorities of the Dominican Republic shall inform the airlines designated according to Article 4, paragraph 2, letter b) of this Agreement and all agencies involved in the sale or

reservation of flight tickets that the General Data Protection Regulation (EU) 2016/679 shall apply to all data controllers, when they process personal data of persons who are located in the European Economic Area as far as they offer them goods or services or monitor their behaviour, provided this behaviour takes place in the European Economic Area.

## **ARTICLE 7 - RECOGNITION OF CERTIFICATES AND LICENCES**

1. Certificates of airworthiness, certificates of competency and licences issued or validated in accordance with the laws and regulations of one Party including, in the case of the Italian Republic, the laws and regulations of the European Union, and unexpired shall be recognised as valid by the other Party for the purpose of operating the agreed services, provided always that such certificates or licences were issued, or validated, equal or above the minimum standards established under the Convention.
2. Each Party reserves the right to refuse to recognise as valid, for the purpose of flight over its territory, certificates of airworthiness, certificates of competency or licences granted to or rendered valid to its own nationals by the other Party.

## **ARTICLE 8 - AVIATION SAFETY**

1. Each Party may request consultations at any time concerning the safety standards maintained by the other Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty days 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 meet the minimum standards established at that time pursuant to the Convention, the other Party shall be informed of such findings and of the steps considered necessary to conform with the International Civil Aviation Organization (hereinafter also referred to as "ICAO") standards. The other 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 Party, on service to or from the territory of another Party, may, while within the territory of the other Party be subject of a search by the authorized representatives of the other Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, the purpose of this search is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the standards established at that time pursuant to the Convention.
4. When urgent action is essential to ensure the safety of an airline operation, each Party reserves the right to immediately suspend or vary the operating authorisation of an airline or airlines of the other Party.
5. Any action by one Party in accordance with paragraph 4 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.
6. With reference to paragraph 2 of this Article, if it is determined that one Party remains in non-compliance with ICAO standards when the agreed time period has lapsed, the Secretary



General of ICAO should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.

7. Where the Italian Republic has designated an airline whose regulatory control is exercised and maintained by another EU Member State, the rights of the other Party under this Article shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other EU Member State and in respect of the operating authorisation of that airline.

## ARTICLE 9 - AVIATION SECURITY

1. Consistent with their rights and obligations 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, done at Tokyo on 14 September 1963; the Convention for the Suppression of Unlawful Seizure of Aircraft, done at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on 23 September 1971; the Montreal Supplementary Protocol for the Suppression Unlawful Acts of Violence at Airports Serving International Civil Aviation, done at Montreal on 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, done at Montreal on 1 March 1991 and any other aviation security agreement that becomes binding on both Parties.

2. The Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, 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 ICAO as Annexes to the Convention to the extent that such security provisions are applicable to the Parties; they shall require that operators of aircraft of their registry or operators of aircraft which have their principal place of business or permanent residence in the territory of the Parties or, in the case of the Italian Republic, operators of aircraft which are established in its territory under EU Treaties and have valid Operating Licences in accordance with European Union law, and the operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Party agrees that its operators of aircraft shall be required to observe, for departure from or while within the territory of the other Party, aviation security provisions in conformity with the law in force in the territory of that Party, including, in the case of the Italian Republic, European Union law.

5. 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, 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.

6. 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 Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

7. If a Party has occasional problems in the context of the present Article on safety of civil aviation, the aeronautical authorities of both Parties may request immediate consultations with the aeronautical authorities of the other Party.

#### **ARTICLE 10 - USER CHARGES**

1. Neither Party shall impose or permit to be imposed on the designated airline of the other Party user charges higher than those imposed on its own airlines operating similar international air services.

2. Each Party shall encourage consultation on user charges between its competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable through those airlines representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.

#### **ARTICLE 11 - EXEMPTION FROM CUSTOMS AND OTHER DUTIES**

1. Aircraft operated on international air services by the designated airlines of one Party, as well as their regular equipment, spare parts including engines, supplies of fuel and lubricants and aircraft stores, including food, beverage and tobacco, which are on board such aircraft, shall be exempted by the other Party from all kinds of customs duties, inspection fees and any other fiscal charges on arriving in the territory of the other Party, provided that such regular equipment and such other items remain on board the aircraft.

2. There shall also be exemptions from the same duties, fees and charges, with the exclusion of charges relating to the service performed, for:

- a) fuel, lubricants, aircraft stores, spare parts including engines and regular airborne equipment introduced in the territory of one Party by the aircraft of the designated airlines of the other Party and exclusively intended for use by aircraft of the said airline;
- b) fuel, lubricants, aircraft stores, spare parts including engines and regular airborne equipment, taken on board in the territory of each Party by the aircraft of the designated airlines of one Party, while operating the agreed services, within the limits and conditions fixed by the competent authorities of the said other Party and intended solely for use and consumption during the flight.

3. Exemptions from all customs duties and other charges shall be provided on a reciprocal basis for staff uniforms, computers and ticket printers, temporarily imported into the territory of either Party for the exclusive use by the designated airline of the other Party. Goods under temporary importation shall be re-exported from the customs territory of the European Union within a maximum period of 24 months. Upon expiry of such 24 months period import VAT shall become chargeable on the said goods.

4. The materials enjoying the exemptions from customs duties and other fiscal charges,



provided for in the preceding paragraphs will not be used for purposes other than international air services and must be re-exported if not used, unless their transfer to other international airline is granted, or their permanent importation is permitted, in accordance with the provisions in force in the territory of the interested Party.

5. The exemptions set out in this Article, applicable also to the part of the above - mentioned materials used or consumed during the flight over the territory of the Party granting the exemptions, are granted on a reciprocal basis and may be subject to compliance with the specific formalities generally applied in the said territory, including customs controls.

6. Nothing in this Agreement shall prevent the Italian Republic from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated airline of the Dominican Republic that operates between a point in the territory of the Italian Republic and another point in the Italian Republic or of another EU Member State.

## ARTICLE 12 - FAIR COMPETITION

1. The Parties agree that it is their joint objective to have a fair and competitive environment in which their air carriers enjoy fair and equal opportunities to compete in the provision of air transport services.

2. For the purposes of this Article, "subsidy" means any financial contribution granted by the government or any other public body at any level, including the direct or indirect transfer of any type of funds, the foregoing or non-collection of revenue that is otherwise due and the direct or indirect supply of goods and services on non-commercial terms, thereby conferring an economic benefit to air carriers.

3. In order to attain the objective laid down in paragraph 1 of this Article, each Party shall:

- (a) adopt or maintain and enforce competition law;
- (b) establish or maintain an operationally independent competition authority equipped with all necessary powers and resources, which shall effectively enforce its competition law;
- (c) guarantee that the air carriers of the other Party have the right of appeal before the competent court against decisions of its competition authority which are directed against them;
- (d) prohibit, and where they exist, eliminate, within its jurisdiction, any forms of discrimination or of unfair practice which would adversely affect the fair and equal opportunity of the air carriers of the other Party to compete in providing air transport services; and
- (e) not grant or maintain subsidies to any air carriers which would adversely affect the fair and equal opportunity of the air carriers of the other Party to compete in providing air transport services.

4. Notwithstanding point (e) of paragraph 3 of this Article, the Parties may grant:

- (a) support to an insolvent or ailing air carrier, provided that
  - (i) such support is conditional on a credible restructuring plan with a view to ensuring the return of the insolvent or ailing air carrier to long-term viability within a reasonable time; and
  - (ii) the air carrier concerned, or its investors or shareholders, significantly contribute to the costs of restructuring;
- (b) temporary and limited liquidity support to an ailing air carrier in the form of loans or loan

guarantees merely to keep it in business for the time necessary to work out a restructuring or liquidation plan;

(c) subsidies to make good the damage caused by natural disasters or exceptional occurrences or to remedy a serious disturbance in the economy of the Dominican Republic or of one or more EU Member States;

(d) subsidies to air carriers entrusted with the operation of clearly defined public service obligations necessary to meet essential transport needs of the population;

(e) subsidies to all carriers and which are not, de jure or de facto, limited to certain air carriers.

5. Each Party shall ensure that each of its air carriers providing air transport services under this Agreement publishes, on at least an annual basis, a financial report, accompanied by a financial statement, that is externally audited in compliance with internationally recognised accounting and corporate financial disclosure standards, such as the International Financial Reporting Standards, and that, in case a Party provides a subsidy, this subsidy is clearly identified in that financial report.

6. Each Party may, at the request of the other Party, provide to the other Party within thirty (30) days or an agreed time period financial report and any other information, including on the matters covered under paragraph 4 of this Article, as may be reasonably requested by the other Party, and subject to applicable laws and regulations of such Party, to verify that the provisions of this Article are complied with. If requested, such information shall be subject to confidential treatment by the Party receiving the information.

7. If a Party (hereinafter referred to as "the initiating Party") considers that its carriers' fair and equal opportunities to compete are adversely affected by the breach by the other Party of any of the provisions of this Article, it may proceed in accordance with paragraphs 8 to 10 of this Article.

8. The initiating Party shall submit a written request for consultations to the other Party (hereinafter referred to as "the responding Party"). Consultations shall start within a period of thirty (30) days of the receipt of the request, unless otherwise agreed.

9. If the initiating Party and the responding Party concerned fail to reach agreement on the matter within sixty (60) days of the receipt of the request for consultations, the initiating Party may take measures against all or some of the air carriers of the responding Party which have engaged in the contested conduct or which have benefited from the discrimination, unfair practices or subsidies in question.

10. Measures taken pursuant to paragraph 9 of this Article shall be appropriate, proportionate and restricted in their scope and duration to what is strictly necessary to mitigate the injury and remove the undue advantage.

11. Nothing in this Agreement shall affect, limit or jeopardise in any way the authority or powers of the competition authorities of the Parties or of the courts or tribunals which review the decisions of those authorities. The actions and measures of the competition authorities of the Parties and the courts which review the decisions of those authorities shall be excluded from the dispute settlement mechanism laid down in Article 23 (Settlement of Disputes) of this Agreement.

## ARTICLE 13 – TARIFFS

1. Each Party shall allow tariffs for air services to be established by each designated airline



based upon commercial considerations in the market place. Neither Party shall require their airlines to consult other airlines about the tariffs they charge or propose to charge for the services covered by this Agreement.

2. Each Party may require notification to or filing of any tariff to be charged by its own designated airline or airlines. Neither Party shall require notification to or filing of any tariff to be charged by the designated airline or airlines of the other Party. Tariffs may remain in effect unless subsequently disapproved under paragraph 4 or 5 below.

3. Intervention by the Parties shall be limited to:

- (a) the protection of consumers from tariffs that are excessive, due to the abuse of market power;
- (b) the prevention of tariffs whose application constitutes anti-competitive behaviour which has or is likely to have or is explicitly intended to have the effect of preventing, restricting or distorting competition or excluding a competitor from the route.

4. Each Party may unilaterally disallow any tariff filed or charged by one of its own designated airlines. However, such intervention shall be made only if it appears to the aeronautical authority of that Party that a tariff charged or proposed to be charged meets either of the criteria set out in paragraph 3 of this Article.

5. Neither Party shall take unilateral action to prevent the coming into effect or continuation of a tariff charged or proposed to be charged by an airline of the other Party. If one Party believes that any such tariff is inconsistent with the considerations set out in paragraph 3 of this Article, it may require consultation and notify the other Party of the reasons for its dissatisfaction. These consultations shall be held not later than fourteen (14) days after the receipt of the request. Without a mutual agreement the tariff shall take effect or continue in effect.

#### **ARTICLE 14 - CONVERSION AND TRANSFER OF REVENUES**

1. Each Party grants the designated airlines of the other Party the right to sell freely in domestic currency and/or in convertible currency air services, including supplementary services rendered, on the specified routes and all other services of its own network, and on the networks of the other airlines, either directly or through agents.

2. The designated airlines of each Party shall be free to effect the actual transfer abroad of the excess of receipts over expenditure in relation to sales for the transportation of passengers, cargo and mail including any related interests without any delay or limitation and in accordance with the rules of procedure of the other Party.

3. Each Party shall ensure the designated airlines of the other Party the execution of transfers into a freely convertible currency within a maximum of thirty (30) days of the date of application. The rate of exchange in force at the date of sale shall be applied to the aforesaid transfers. Such transfers shall be effected on the basis of official exchange rate, or, where there is no official exchange rate, at the prevailing foreign exchange market rate for current payments.

4. The privileges specified in the above-mentioned paragraphs shall be granted only on the basis of strict reciprocity. If one of the Parties imposes limitation or delays on the transfers of the

designated airlines of the other Party, the latter shall be entitled to suspend the exercise by any designated airline of the former Party of the rights specified in paragraphs 2 and 3 of this Article.

5. Whenever the payment system between the Parties is governed by a special agreement, such Agreement shall apply.

## **ARTICLE 15 – PRINCIPLES GOVERNING OPERATION OF THE AGREED SERVICES**

1. The designated airlines of each Party will be granted a fair and equal opportunity to operate the agreed services on the specified routes.

2. The designated airlines of one Party shall provide for approval to the aeronautical authorities of the other Party flight schedules including information on the type of aircraft to be used, at least thirty (30) days before each summer or winter season. The same procedure shall apply to any modification thereof.

3. Either Party that requires to introduce a temporary restriction on international air services by the laws and regulations applicable in its territory which is deemed necessary to respond to the needs of a crisis impacting International aviation shall have due regard to the guidance issued by the International Civil Aviation Organization (ICAO) to ensure that Air Services Agreements continue to provide a predictable framework during such crises.

## **ARTICLE 16 - REPRESENTATION OF AIRLINES**

1. The designated airlines of each Party shall, on a reciprocity basis and according to paragraph 4 of this Article, maintain in the territory of the other Party managerial, commercial and technical operational and other specialist staff required for the provision of the authorized services.

2. The representation staff specified in paragraph 1 of this Article shall, on a reciprocity basis comply with laws and regulations relating to the admission and stay in the territory of the other Party which shall grant, within a reasonable time limit, the authorisations required for the issuing of work permit, visa and other documents to the said staff.

3. The designated airlines of each Party may meet their needs through their own staff or by hiring services of another organization, company or enterprise operating in the territory of the other Party and which is authorized to operate such services in the territory of such Party.

4. The employment of third country nationals by the designated airlines of either Party in the territory of the other Party shall be permitted subject to the authorisation of the latter Party's competent authorities.

## **ARTICLE 17 - GROUND HANDLING**

Subject to the laws and regulations of each Party including, in the case of the Italian Republic, the law of the European Union, each designated airline shall have in the territory of the other Party the right to perform its own ground handling ("self-handling") or, at its option, the right to select among competing suppliers that provide ground handling services in whole or in part. Where such



laws and regulations limit or preclude self-handling and where there is no effective competition between suppliers that provide ground handling services, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

## **ARTICLE 18 - COMPUTER RESERVATION SYSTEMS**

1. Computer Reservation Systems (hereinafter CRS) vendors operating in the territory of one Party shall be entitled to bring in, maintain and make freely available their CRS to travel agencies or travel companies whose principal business is the distribution of travel-related products in the territory of the other Party provided the CRS complies with any relevant regulatory requirements of the other Party.
2. The Parties shall annul any existing requirement, which could restrict free access by one Party's CRS to the other Party's market or otherwise limit competition. The Parties shall refrain from adopting such requirements in the future.
3. Neither Party shall, in its territory, impose or permit to be imposed on the CRS vendors of the other Party requirements with respect to CRS displays different from those imposed on its own CRS vendors or any other CRS operating on its market. Neither Party shall prevent the conclusion of agreements between CRS vendors, their providers and their subscribers related to the exchange of travel services information and which are facilitating the display of comprehensive and unbiased information to consumers, or the fulfilment of regulatory requirements on neutral displays.
4. Owners and operators of CRS of one Party that comply with the relevant regulatory requirements of the other Party, if any, shall have the same opportunity to own CRS within the territory of the other Party as do the owners and operators of any other CRS operating in the market of that Party.

## **ARTICLE 19 – COOPERATIVE ARRANGEMENTS**

Cooperative arrangements are provided in line with the provisions set out in Annex II to this Agreement. Modifications may be made in writing by mutual consent of the aeronautical authorities of the Parties.

## **ARTICLE 20 – ENVIRONMENT**

The Parties support the need to protect the environment by promoting the sustainable development of aviation. The Parties agree with regard to operations between their respective territories to comply with the ICAO Standards and Recommended Practices (SARPs) of Annex 16 and the existing ICAO policy and guidance on environmental protection.

## **ARTICLE 21 - SOCIAL ASPECT**

1. The Parties recognise the importance of considering the effects of this Agreement on labour, employment and working conditions and agree to cooperate on labour matters within the scope

of this Agreement, inter alia in relation to impacts on employment, fundamental rights at work, working conditions, social protection, and social dialogue.

2. The Parties recognise the right of each Party to establish its own level of domestic labour protection as it deems appropriate, and to adopt or modify accordingly its relevant laws and policies, consistent with its international obligations. The Parties shall ensure that the rights and principles contained in their respective laws and regulations are not undermined but effectively enforced.

3. Each Party shall continue to improve laws and policies as referred to in paragraph 2 of this Article and shall strive towards providing and encouraging high levels of labour protection in the aviation sector. The Parties recognise that the violation of fundamental principles and rights at work cannot be invoked or otherwise used as a legitimate comparative advantage and that labour standards should not be used for protectionist purposes.

4. The Parties reaffirm their commitment, in accordance with their obligations arising from their membership in the International Labour Organization (ILO) and the ILO Declaration on Fundamental Principles and Rights at Work (1998), as amended in 2022, to respect, to promote and to realise the principles concerning the fundamental rights.

5. The Parties shall promote the objectives included in the ILO Decent Work Agenda and in the ILO Declaration on Social Justice for a Fair Globalization, as amended, as well as the ILO and ICAO Conclusions and recommendations on the promotion of decent work to shape a green, sustainable and inclusive economic recovery for the civil aviation sector concluded during the ILO technical meeting between ILO and ICAO, as adopted by the Parties.

6. The Parties agree to increase the cooperation between civil aviation authorities, labour authorities and other relevant public or private institutions, aimed at exchanging information and sharing best practices.

7. Each Party undertakes to make best endeavours towards ratifying and effectively implementing, if it has not yet done so, the fundamental ILO conventions. The Parties will also work towards the ratification and effective implementation of other ILO conventions and international standards in the labour and social domain of relevance for the civil aviation sector, taking into account domestic circumstances.

8. The parties shall promote gender balance, non-discrimination, and equality for all, notably through policies that improve access for women and other underrepresented groups of workers to work and career progression in technical roles and leadership positions.

9. Either Party may request a meeting of the Joint Committee to address labour issues and exchange information that it identifies as significant.

## ARTICLE 22 - PROVISION OF STATISTICS

The aeronautical authorities of one Party shall supply to the aeronautical authorities of the other Party, on request, such information and statistics relating to the traffic carried on the agreed services by the designated airlines of the first Party to and from the territory of the other Party as may normally be prepared and submitted by the designated airlines to their national aeronautical authorities. Any additional statistical traffic data which the aeronautical authorities of one Party



may desire from the aeronautical authorities of the other Party shall, upon request, be a subject of mutual discussion and agreement between the two Parties.

### **ARTICLE 23 - CONSULTATIONS AND AMENDMENTS**

1. In a spirit of close co-operation, the aeronautical authorities of the 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 Annexes attached thereto.
2. If either of the Parties considers it desirable to amend any provisions of this Agreement, it may at any time propose in writing such amendment to the other Party. Consultations between the Parties concerning such proposed amendment may be either oral or in writing and shall, unless otherwise agreed, begin within a period of sixty (60) days of the date of the written request received by one of the Parties.
3. Any amending agreements negotiated in accordance with paragraph 2 of this Article shall enter into force according to the provisions of Article 28, paragraph 1, of this agreement.
4. Notwithstanding the provisions of this Article, modifications to the route schedule (Annex I) and to the cooperative arrangements (Annex II) annexed to this Agreement may be agreed in writing between the aeronautical authorities of the Parties, through an Exchange of Verbal Notes through the diplomatic channels, which shall enter into force on the date of the Verbal Note of response.

### **ARTICLE 24 - SETTLEMENT OF DISPUTES**

1. Any disputes in the interpretation and/or implementation of this Agreement shall be solved amicably through direct consultations and negotiations between the Aeronautical Authorities of the Parties.
2. If the Aeronautical Authorities fail to reach a settlement, the Parties shall seek to resolve the dispute amicably through diplomatic channels.

### **ARTICLE 25 - CONFORMITY WITH INTERNATIONAL LAW**

1. This Agreement shall be implemented in accordance with applicable international law and, as for the Italian Party, the obligations arising from its membership of the European Union.
2. If a general multilateral air transport convention or agreement, comes into force in respect of both Parties, this Agreement and its Annexes shall be deemed to be amended accordingly.

### **ARTICLE 26 – TERMINATION AND SUSPENSION**

1. Either Party may at any time give notice in writing to the other Party through diplomatic channels of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the ICAO. In such case this Agreement shall terminate twelve (12) months after the date of receipt

of the notice given by the other Party, unless the notice to terminate is withdrawn by agreement before the expiry of this 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 receipt of the notice by the ICAO.

2. Either Party may suspend the application of this agreement, in whole or in part, for reasons of national security, public health or public order. The introduction, as well as the termination, of the suspension shall be immediately notified to the other Party through diplomatic channels, no later than thirty (30) days before the entry into force of such measure. The suspension and the termination of the suspension shall be simultaneously communicated to the ICAO.

#### **ARTICLE 27 - REGISTRATION**

This Agreement, its Annexes and all amendments thereto shall be registered with the ICAO.

#### **ARTICLE 28 - ENTRY INTO FORCE**

1. This Agreement shall enter into force for an indefinite period of time, thirty (30) days after the date of receipt of the last of the two notifications by which the Parties shall have communicated each other the completion of their internal procedures necessary for its entry into force.

2. This Agreement shall replace and supersede any and all previous bilateral agreements or arrangements in the same field between the Parties.

IN WITNESS THEREOF, the undersigned being duly authorized thereto, have signed this Agreement.

Done at ..... on ..... in two originals in English languages.

**For the Government of  
the Dominican Republic**

**For the Government of  
the Italian Republic**



## ANNEX I

### ROUTE SCHEDULE

The airlines designated by each Party will be allowed to operate air services according to the following Route Schedule (attached to the Agreement as Annex I).

Routes to be operated by the airline and/or airlines designated by the Italian Republic:

Points of origin	Intermediate points	Points in the Dominican Republic	Points Beyond
Points in Italy	Any Point	Any Points	Any Point

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

Points of origin	Intermediate points	Points in the Italian Republic	Points Beyond
Points in the Dominican Republic	Any Point	Any Points	Any Point

### Notes

1. The airlines designated by both Parties may, on any or all flights, omit calling at any of the above points, provided that the agreed services originate or terminate in their respective territories.
2. Intermediate and beyond points in the territory of the other Party may be served without any geographical or directional constraints.
3. Each designated airline may, on any or all flights and at its option, combine different flight numbers within one aircraft operation.
4. The services will be operated with third, fourth and fifth freedom traffic rights, as already in place by previous agreement between the Parties.
5. No cabotage rights are allowed.
6. Stop-over rights are allowed on intermediate and/or beyond points.



7. The Parties agreed to allow the designated airlines of both Parties to co-terminalize between any two points in the territory of the other Party in accordance with the laws and regulations of the other Party.

A handwritten signature in blue ink, consisting of a stylized, elongated shape with a small loop at the top and a sharp point at the bottom.A handwritten signature in blue ink, featuring a series of connected loops and a final sharp point.

**COOPERATIVE ARRANGEMENTS**

a) The designated airlines which have an appropriate authority to provide the agreed services may operate them on the specified routes, without any geographical or directional constraint, via any point, also utilizing leased aircraft registered in third countries.

b) In operating or holding out services under this Agreement, the designated airlines of both Parties may enter into cooperative marketing arrangements, such as blocked-space agreements or code-sharing arrangements, with:

- (1) any airline or airlines of the Parties; and
- (2) any airline or airlines of a third country; and
- (3) any surface (land or maritime) transport provider;

provided that (i) the operating carrier holds the appropriate traffic rights and (ii) the marketing carriers hold the appropriate route rights within the relevant bilateral provisions and (iii) the arrangements meet the requirements related to safety, security and fair competition normally applied to such arrangements.

c) Each airline involved in code sharing arrangements pursuant to this paragraph must, in respect of any ticket sold by it, make it clear to the purchaser at the point of sale which airline will actually operate each sector of the service and with which airline or airlines the purchaser is entering into a contractual relationship.

d) Any frequency operated under code sharing arrangements shall be counted as frequency of the operating airline.

e) In operating the agreed services, the designated airlines of each side may be permitted to perform a change of gauge at a point or points on the specified routes, using identical or different flight numbers on the concerned sectors.

f) The designated airlines of each Party shall be permitted to employ, in connection with air transport of passengers and cargo, any intermodal transport to or from any point in the territory of the other Party, under the applicable laws and regulations in force.

g) The designated airlines of each Party are also entitled to enter, as marketing carrier, into arrangements, with the designated airlines of the other Party for domestic sector code-sharing services in the territory of the other Party. The domestic sector code-shared services are allowed between points of entrance indicated in the Route Schedule and any points in the territory of each Party, without cabotage rights, provided that such services form a part of a through international journey.