

MEMORANDUM OF UNDERSTANDING
between the Aeronautical Authorities of the Dominican Republic and
the Aeronautical Authorities of the Kingdom of Belgium

Delegations representing the Aeronautical Authorities of the Dominican Republic and the Aeronautical Authorities of the Kingdom of Belgium met in Punta Cana (Dominican Republic) during the ICAN-event organized by ICAO, on 13 and 14 November 2025 to discuss matters of common interest related to air services between the two States.

The list of the two delegations is attached as Appendix I.

The discussions were held in a friendly and cordial atmosphere that characterizes the relationship between the two countries.

1. New Bilateral Air Services Agreement

The two delegations discussed and initialed the text of a new Air Services Agreement between the Governments of the two States. This Agreement is attached as Appendix II to the present Memorandum of Understanding. Both delegations agreed to submit this initialed Agreement to their respective authorities for review and approval for signature.

Pending the signature and entry into force of this Agreement, the two delegations agreed to act in accordance with the intent of its provisions, including its Annex, within the limit of their respective applicable rules and regulations and out of reciprocity.

Article 21 – Sales and Revenues, paragraph 3 states the following:

Each Contracting Party shall, on the basis of reciprocity, exempt the designated airlines of the other Contracting Party from any form of taxation on income or profits derived by those airlines in the territory of the first Contracting Party from the operation of international air services, as well as from any tax on turnover or capital with the exception of taxes applicable to profit of the sales realized by local sales offices within the territory of the first Contracting Party.

Both Contracting Parties agreed to submit the paragraph above to their competent authority for final approval.

2. Designation of airlines

Each Contracting Party shall have the right to designate one or more airlines to operate the agreed routes specified in the Annex to the Air Services Agreement.



3. Frequencies

a. Passenger/combi services:

Both delegations agreed that the designated airline of each Party is entitled to operate the agreed services on the specified routes with 14 (fourteen) weekly frequencies, with any type of aircraft and capacity.

b. Full Freighter services:

Both delegations agreed that the designated airline of each Party is entitled to operate the agreed services on the specified routes with 7 (seven) weekly frequencies, with any type of aircraft and capacity.

4. Fifth freedom rights

Both delegations agreed that fifth freedom rights for both passenger/combi and full freighter services may be granted subject to prior approval of both Aeronautical Authorities concerned.

5. Code-share

In operating or holding out the agreed services, any air carrier of a Party may enter into cooperative marketing arrangements, such as blocked-space agreements, code-sharing arrangements with:

- a) any air carrier or carriers of the Parties; and
- b) any air carrier or carriers of a third country;

provided that (i) the operating carrier holds the appropriate traffic rights and (ii) the marketing carriers hold the appropriate underlying route and traffic rights and (iii) the arrangements meet the requirements relating to safety and competition normally applied to such arrangements.

In respect of passenger transport sold involving codeshares, the purchaser shall be informed at the point of sale, or in any case before boarding, which transport providers will operate each sector of the service.



6. Leasing

The Parties grant each other's airlines the right to provide services under this agreement by:

- (a) using aircraft leased without crew from any lessor;
- (b) using aircraft leased with crew from other airlines of the same Party as the lessee's;
- (c) using aircraft leased with crew from airlines of a country other than the lessee's Party.

The Parties concerned may require leasing arrangements to be approved by their competent authorities for the purpose of verifying compliance with the conditions set out in this paragraph and with the applicable safety and security requirements. However, where a Party requires such approval, it shall endeavor to expedite the approval procedures and minimize the administrative burden on the airlines concerned. For the avoidance of doubt, the provisions of this paragraph are without prejudice to the laws and regulations of a Party as regards the leasing of aircraft by airlines of that Party.

7. Final provisions

This Memorandum of Understanding replaces the Memorandum of Understanding signed on 5 June 1998 in Brussels.

The two delegations agreed that their respective Aeronautical Authorities shall implement and comply with the provisions of the present Memorandum of Understanding for the management of air services between their two States as from the date of its signature.

Done at Punta Cana, on 14 November 2025, in two original copies, each in the English language.

The head of the Delegation of the Dominican Republic

The head of the Delegation of the Kingdom of Belgium

A stylized signature in blue ink, consisting of several vertical strokes followed by a horizontal line and a small flourish.

Héctor Porcella Dumas
President
Civil Aviation Board

A signature in blue ink, featuring a large, sweeping oval shape with a horizontal line through it and a long tail extending to the right.

Kris Clarysse
Advisor General
Belgian Civil Aviation Authority

Belgium – Dominican Republic
Punta Cana (Dominican Republic) - 14 November 2025

List of Delegations

Delegation of Belgium

Mr Kris Clarysse	Head of Delegation Advisor General Belgian Civil Aviation Authority Federal Public Service Mobility and Transport
Mr Karim Ben Chikha	Attaché Chief, Economic Policy Team Belgian Civil Aviation Authority Federal Public Service Mobility and Transport
Ms Ine Hoet	Attaché Senior Policy Officer, Economic Policy Team Belgian Civil Aviation Authority Federal Public Service Mobility and Transport
Ms Geneviève Renaux	Director International Transport Policy Direction Federal Public Service Foreign Affairs
Ms Nadia Gerard	Manager Aeropolitical, Facilitation & Interline Brussels Airlines Observer

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Delegation of the Dominican Republic

Héctor Porcella Dumas	President Civil Aviation Board
Igor Rodriguez Duran	General Director Dominican Institute of Civil Aviation IDAC
Noelia Rivera Guevara	Deputy legal counsel to the executive power representative the board of Civil Aviation
Nasim Antonio Yapor Alba	Member of the Civil Aviation Board, representing the private sector




Bartolomé Pujals	Ambassador Permenant Representative of the Dominican Republic to ICAO
Bernarda Franco Candelario	Secretary of the Civil Aviation Board
Paola Pla Puello	Deputy Director Dominican Institute of Civil Aviation
Héctor Christopher	Director of Air Transport Civil Aviation Board
Maria Luisa Hernandez	Coordinator of Internation Agreements Civil Aviation Board

**AGREEMENT
BETWEEN
THE GOVERNMENT OF
THE KINGDOM OF BELGIUM
AND
THE GOVERNMENT OF
THE DOMINICAN REPUBLIC
ON AIR TRANSPORT**



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THE GOVERNMENT OF THE KINGDOM OF BELGIUM
AND
THE GOVERNMENT OF THE DOMINICAN REPUBLIC

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;

Desiring to ensure the highest degree of safety and security in international air transport;

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 of the Convention under Articles 90 and 94 thereof, so far as those Annexes and amendments have been adopted or ratified by both Contracting Parties;
- b) the term "Agreement" means this Agreement, the Annex attached thereto, and any modifications to the Agreement or to the Annex;
- c) the term "aeronautical authorities" means: in the case of Belgium, The Federal Public Service Mobility and Transport, and in the case of The Dominican Republic, Civil Aviation Board, or, in both cases, any other authority or person empowered to perform the functions now exercised by the said authorities;
- d) The term "territory" 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"; the term "sovereignty" has the meaning assigned to it in 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", "airline" and "stop for non-traffic purposes" have the meanings assigned to them in Article 96 of the Convention;
- f) the term "designated airline" means any airline which has been designated and authorised in accordance with Articles 4 and 5 of this Agreement;
- g) the term "agreed services" means scheduled international air services on the route(s) specified in the Annex to this Agreement for the transport of passengers, cargo and mail, separately or in combination;
- h) the term "tariff" means the prices 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 and conditions for the carriage of mail;



- i) the term "change of gauge" means the operation of one of the agreed services by a designated airline in such a way that one section of the route is flown by aircraft different in capacity from those used on another section;



- j) the terms "aircraft equipment", "ground equipment", "aircraft stores", "spare parts" have the meanings respectively assigned to them in Annex 9 of the Convention;
- k) the term "nationals of the Kingdom of Belgium" shall be understood as referring to nationals of Member States of the European Union (EU) or the European Free Trade Association (EFTA);
- l) the term "airlines of the Kingdom of Belgium" shall be understood as referring to airlines designated by the Kingdom of Belgium.
- m) the term "EU Member State" means Member States of the European Union;
- n) the term "EFTA Countries" means Member States of the European Free Trade Association: the Republic of Iceland, the Principality of Liechtenstein, the Kingdom of Norway (being Parties to the Agreement on the European Economic Area), the Swiss Confederation (under the Agreement between the European Community and the Swiss Confederation on Air Transport);
- o) the term "EU treaties" shall be understood as referring to the Treaty on European Union and the Treaty on the Functioning of the European Union.



ARTICLE 2 - APPLICABILITY OF THE CHICAGO CONVENTION

In implementing this Agreement, the Contracting Parties shall act in conformity with the provisions of the Convention insofar as those provisions are applicable to international air services.



ARTICLE 3 - GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of operating international air services on the routes specified in the Route Schedule.
2. Subject to the provisions of this Agreement, the airline(s) designated by each Contracting Party shall enjoy the following rights:
 - a) To fly without landing across the territory of the other Contracting Party;
 - b) To make stops in the territory of the other Contracting Party for non-traffic purposes; and
 - c) To make stops in the territory of the other Contracting Party at the points on the route(s) specified in the Route Schedule annexed to this Agreement for the purpose of taking on board and discharging international traffic in passengers, cargo and mail, separately or in combination.
3. Nothing in the provisions of paragraph 2 shall be deemed to confer on the airline of one Contracting Party the right to take on board, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of the other Contracting Party.
4. The airlines of each Contracting Party, other than those designated under Article 4 (Designation) and Article 5 (Authorisation) of this Agreement shall also enjoy the rights specified in paragraphs 2 a) and b) of this Article.



ARTICLE 4 - DESIGNATION

1. Each Contracting Party shall have the right to designate, by diplomatic note to the other Contracting Party, one or more airlines to operate the agreed services on the routes specified in the Annex for such a Contracting Party.
2. Each Contracting Party shall have the right to withdraw, by diplomatic note to the other Contracting Party, the designation of any airline and to designate another one.



ARTICLE 5 - AUTHORISATION

1. Following receipt of a notice of designation by one Contracting Party, the aeronautical authorities of the other Contracting Party shall, consistent with its laws and regulations, grant the designated airlines the appropriate authorisations to operate the agreed services for which those airlines have been designated, provided that :
 - a) in the case of an airline designated by the Government of the Kingdom of Belgium:
 - i. it is established in the territory of the Kingdom of Belgium under the EU Treaties and has a valid Operating Licence in accordance with European Union law; and
 - ii. effective regulatory control of the airline is exercised and maintained by the European Union 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 European Free Trade Association and/or by nationals of such states.
 - b) in the case of an airline designated by the Government of the Dominican Republic:
 - i. it is established in the territory of the Dominican Republic and has a valid Operating Licence in accordance with the law applicable in the Dominican Republic; and
 - ii. the Dominican Republic is exercising and maintaining effective regulatory control of the airline and is responsible for issuing its Air Operator's Certificate; and
 - iii. the airline is owned directly or through majority ownership and is effectively controlled by the Dominican Republic and/or by its nationals.
2. Upon receipt of such authorisations the airlines may begin at any time to operate the agreed services, in whole or in part, provided that the airlines comply with the

applicable provisions of this Agreement, that tariffs are established in accordance with the provisions of Article 19 of this Agreement, and that these services are performed with aircraft satisfying the requirement of at least Annex 16 Volume 1, part 2, Chapter III of the Convention.



ARTICLE 6 - REVOCATION OR SUSPENSION OF OPERATING AUTHORISATION

1. The aeronautical authorities of each Contracting Party shall have the right to withhold the authorisations referred to in Article 5 of this Agreement with respect to the airlines designated by the other Contracting Party, to revoke or suspend such authorisation or impose conditions, temporarily or permanently;
 - a) in the event of failure by such airlines to prove that they are qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by these authorities in conformity with the Convention;
 - b) in the event of failure by such airlines to operate in accordance with the conditions prescribed under this Agreement;
 - c) in the event of failure by such airlines to comply with the laws and regulations of that Contracting Party;
 - d) in the case of an airline designated by the Government of the Kingdom of Belgium:
 - i. if it is not established in the territory of the Kingdom of Belgium 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 European Union 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 European Free Trade Association and /or by nationals of such states.
 - e) in the case of an airline designated by the Government of the Dominican Republic:
 - i. if it is not established in the territory of the Dominican Republic or does not have a valid Operating Licence in accordance with the law applicable in the Dominican Republic; or



- ii. the Dominican Republic is not exercising or not maintaining effective regulatory control of the airline or the Dominican Republic is not responsible for issuing its Air Operator's Certificate; or
 - iii. the airline is not owned, directly or through majority ownership, or it is not effectively controlled by the Dominican Republic and/or by its nationals.
2. Unless immediate action is essential to prevent infringement of the laws and regulations referred to above, the rights enumerated in paragraph 1 of this article shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party in conformity with Article 23 of this Agreement.



ARTICLE 7 - APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party relating to the admission to, remaining in, or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft shall be complied with by the designated airlines of the other Contracting Party upon entry into, departure from and while within the said territory.
2. The laws and regulations of one Contracting Party respecting entry, clearance, transit, immigration, passports, customs, currency, sanitary requirements and quarantine shall be complied with by the designated airlines of the other Contracting Party and by or on behalf of their crews, passengers, cargo and mail upon transit in, admission to, departure from and while within the territory of such Contracting Party;
3. Passengers, baggage and cargo including mail in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such a purpose shall be subject to no more than a simplified control, except in respect of security measures against the threat of unlawful interference, such as violence and air piracy and occasional measures for the combat of illicit drug traffic.
This provision shall not apply if a passenger is in transit to a destination situated in a State, Party to the Convention in pursuance of the Schengen Agreement of 14 June 1985.
4. Neither of the Contracting Parties shall give preference to its own or any other airline over an airline engaged in similar international air services of the other Contracting Party in the application of its regulations specified in paragraphs 1 and 2 of this article or in the use of airports, airways, air traffic services and associated facilities under its control.



ARTICLE 8 - PRINCIPLES GOVERNING OPERATION OF AGREED SERVICES

1. In operating the agreed services, the designated airlines of each Contracting Party shall take into account the interest of the designated airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same route.
2. The agreed services provided by the designated airlines of the Contracting Parties shall bear reasonable relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to meet the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territory of the Contracting Party which has designated the airline and the countries of ultimate destination of the traffic.
3. Provision for the carriage of passengers, cargo and mail both taken up and discharged at points on the specified routes in the territories of States other than that designating an airline shall be made in accordance with the general principle 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 airline passes after taking account of other transport services established by airlines of the States comprising the area;
 - c) the requirements of long-haul airline operation.
4. The designated airlines shall, not later than 30 days prior to the date of operation of any agreed service, submit for notification and/or approval their proposed flight programs to the aeronautical authorities of both Contracting Parties. Said flight programs shall include i.a. the type of service, the aircraft to be used, the frequencies and the flight schedules.
This shall likewise apply to later changes.
In special cases this time limit may be reduced, subject to the consent of the said authorities.



ARTICLE 9 - FAIR COMPETITION

1. The Contracting 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 Contracting Party shall:
 - a. 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 Contracting Party to compete in providing air transport services; and
 - b. 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 Contracting Party to compete in providing air transport services.
4. Notwithstanding point (e) of paragraph 3 of this Article, the Contracting 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 [third country] 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.

5. Each Contracting 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.
6. Each Contracting Party shall, when requested, provide to the other Contracting Party additional financial reports and any other relevant information within a reasonable delay, subject to applicable legal dispositions.
7. If a Contracting Party (hereinafter referred to as "the initiating Contracting Party") considers that its carriers' fair and equal opportunities to compete are adversely affected by the breach by the other Contracting 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 Contracting Party shall submit a written request for consultations to the other Contracting Party (hereinafter referred to as "the responding Contracting Party"). Consultations shall start within a period of thirty (30) days of the receipt of the request, unless otherwise agreed.
9. If the initiating Contracting Party and the responding Contracting Party concerned fail to reach agreement on the matter within sixty (60) days of the receipt of the request for consultations, the initiating Contracting Party may take measures against all or some of the air carriers of the responding Contracting 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 Contracting Parties or of the courts or tribunals which review the decisions of those authorities.



ARTICLE 10 – ENVIRONMENT

1. The Contracting Parties confirm their commitment to the objective of the Paris Agreement to limit global warming to well below 2, preferably to 1.5 degrees Celsius or lower, compared to pre-industrial levels. They agree to contribute to the achievement of that objective by limiting the greenhouse gas emissions associated with aviation.
2. The Contracting Parties confirm their support for and will strive to achieve the long-term aspirational goal of net-zero carbon dioxide emissions by 2050 decided at the 41st Session of the ICAO Assembly. They agree to cooperate with each other and with third countries in developing and implementing appropriate measures to achieve this goal.
3. The Contracting Parties will participate in ICAO's Carbon Offsetting and Reduction Scheme for International Aviation (CORSIA) and will promote adherence to this scheme in their respective interactions with third countries.
4. The Contracting Parties commit to work together in support of environmental and sustainability measures at the level of ICAO. In particular they commit to implementing the Global Framework adopted by the 3rd ICAO Conference on Aviation and Alternative Fuels (CAAF/3) on 24 November 2023, through the use of aviation cleaner technologies.
5. The Contracting Parties commit to develop measures which will promote and increase the use of sustainable aviation fuels (SAF) in their respective territories. They agree to inform each other of the measures taken and related best practices, and of their effect on the SAF production and share of SAF in the aviation fuel supplied in their respective territories. The Parties also agree to contribute to regional and international measures which aim to increase the availability and deployment of SAF.
6. The Contracting Parties will continue to engage and strengthen their cooperation on environmental action in aviation, including but not limited to the areas of:
 - (a) Policy and regulation, research and development and deployment with regard to environmentally-friendly aviation technology, including SAF and hydrogen and electric aircraft;
 - (b) air traffic management innovation to reduce the environmental impacts of aviation;
 - (c) noise mitigation and monitoring;

- (d) air pollution mitigation;
- (e) the deployment of infrastructure for SAF and other new fuels and power sources, such as hydrogen and electricity.

7. Nothing in this Agreement shall be construed to limit the authority of a Contracting Party to take appropriate measures to prevent or otherwise address the effects of aviation on the environment and climate, provided that such measures are fully consistent with their rights and obligations under international law and are applied in a non-discriminatory manner.



ARTICLE 11 - SOCIAL ASPECTS

1. The Contracting 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 Contracting Parties recognise the right of each Contracting 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 Contracting Parties shall ensure that the rights and principles contained in their respective laws and regulations are not undermined but effectively enforced.
3. Each Contracting 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 Contracting 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 Contracting 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 Contracting 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 well as the ILO Conclusions and recommendations on the promotion of decent work to shape a green, sustainable and inclusive economic recovery for the civil aviation sector, as adopted by the Contracting Parties.
6. The Contracting Parties agree to make efforts 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 Contracting Party undertakes to make best endeavours towards ratifying and effectively implementing, if it has not yet done so, the fundamental ILO conventions. The Contracting 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 Contracting Party may request a meeting with the relevant body (bodies) of the other Contracting Party to address labour issues and exchange information that it identifies as significant.



ARTICLE 12 - CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licences issued or validated in accordance with the laws and regulations of one Contracting Party including in the case of the Kingdom of Belgium, European Union laws and regulations, and unexpired shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services on the routes specified in the Annex, provided always that such certificates or licences were issued or validated equal or above the minimum standards established under the Convention.

Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

2. If the certificates or licences referred to in paragraph 1 of this article were issued or rendered valid according to requirements different from the standards established under the Convention, and if such difference has been filed with the International Civil Aviation Organisation, the aeronautical authorities of the other Contracting Party may request consultations in accordance with Article 23 of this Agreement with a view to satisfying themselves that the requirements in question are acceptable to them.

Failure to reach a satisfactory agreement in matters regarding flight safety will constitute grounds for the application of Article 6 of this Agreement.



ARTICLE 13 - SAFETY

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within 30 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 any such area that are at least equal to the minimum standards established at that time pursuant to the Chicago Convention, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within 15 days or such longer period as may be agreed, shall be grounds for the application of Article 6 of this Agreement (revocation or suspension of operating authorisation).
3. Notwithstanding the obligation mentioned in Article 33 of the Chicago Convention it is agreed that any aircraft operated or, under a lease arrangement, on behalf of the airline of one Party on services to or from the territory of another Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called «ramp inspection»), provided this does not lead to unreasonable delay.
4. If any such ramp 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 Chicago 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 Chicago Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article 33 of the Chicago Convention, be free to conclude that the requirements under which the certificates or licences 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 tot the Chicago Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by or on behalf of the airline or airlines of one Contracting Party in accordance with paragraph 3 above is denied by the representative of that airline or 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 authorisation 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. Any action by one Contracting Party in accordance with paragraphs 2 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist.
8. Where the Kingdom of Belgium has designated an air carrier whose regulatory control is exercised and maintained by another EU Member State, the rights of the Dominican Republic under the safety provisions of the agreement between the Kingdom of Belgium and the Dominican Republic 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 air carrier.



ARTICLE 14 - AVIATION SECURITY

1. The Contracting Parties reaffirm that their obligation to protect, in their mutual relationship, the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.
2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of aircraft and other unlawful acts against the safety of passengers, crew, aircraft, airports and air navigation facilities and any other threat to aviation security.
3. The Contracting Parties shall 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 and the Convention for the Suppression of 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 the Marketing 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 the Contracting Parties.
4. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organisation and designated as annexes to the Convention on International Civil Aviation to the extent that such security provisions are applicable to the Parties; they shall require that operators of aircraft of their registry or operators who have their principal place of business or permanent residence in the territory of the Contracting Parties or, in the case of the Kingdom of Belgium, operators of aircraft which are established in its territory under the 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.
5. Each Contracting Party agrees that its operators of aircraft shall be required to observe, for departure from or while within the territory of the other Contracting Party, aviation security provisions in conformity with the law in force in that country, including, in the case of the Kingdom of Belgium, European Union law. Each Contracting Party agrees to take adequate measures to inspect passengers, crew, their carry-on items as well as cargo prior to boarding or loading. Each Contracting Party shall also give positive consideration to any request from the other Contracting Party for special security measures for its aircraft or passengers to

meet a particular threat.

6. When an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of passengers, crew, aircraft, airports and 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.
7. Should a Contracting Party depart from the aviation security provisions of this article, the aeronautical authorities of the other Contracting Party may request immediate consultations with the aeronautical authorities of that Party. Failure to reach a satisfactory agreement within thirty (30) days will constitute grounds for application of Article 6 of this Agreement.



ARTICLE 15 - USER CHARGES

1. The charges imposed in the territory of one Contracting Party on the designated airlines of the other Contracting Party for the use of airports and other aviation facilities by the aircraft of the designated airlines of the other Contracting Party shall not be higher than those imposed on a national airline of the first Contracting Party engaged in similar international services.
2. Each Contracting Party shall encourage consultations between its competent charging authorities and the designated airlines using the facilities and services, where practicable, through the airlines' representative organisations. Reasonable notice should be given of any proposal for changes in user charges to enable them to express their views before changes are made.



ARTICLE 16 - CUSTOMS AND EXCISE

1. Each Contracting Party shall exempt the designated airlines of the other Contracting Party from import restrictions, customs duties, excise taxes, inspection fees and other national, regional or local duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, ground equipment, aircraft stores and other items intended for use or used solely in connection with the operation or servicing of aircraft of the designated airlines of such other Contracting Party operating the agreed services, as well as printed ticket stock, airway bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed without charge by those designated airlines.
2. The exemptions granted by this article shall apply to the items referred to in paragraph 1 of this article, whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption, provided such items are:
 - a) introduced into the territory of one Contracting Party by or on behalf of the designated airlines of the other Contracting Party, but not alienated in the territory of the said Contracting Party;
 - b) retained on board aircraft of the designated airlines of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party;
 - c) taken on board aircraft of the designated airlines of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services.
3. The regular airborne equipment, the ground equipment, as well as the materials and supplies normally retained on board the aircraft of the designated airlines of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of that territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs legislation or regulations.
4. Baggage, cargo and mail in direct transit shall be exempt from customs duties and other taxes.
5. The exemptions provided for by this article shall also be available where the

designated airlines of one Contracting Party have contracted with another airline, which similarly enjoys such exemptions from the other Contracting Party, for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph 1 of this article.

6. However, nothing in this Agreement shall prevent the Kingdom of Belgium from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied on its territory for use in an aircraft of a designated air carrier of the Dominican Republic that operates between a point in the territory of the Kingdom of Belgium and another point in the territory of the Kingdom of Belgium or in the territory of another European Union Member State.



ARTICLE 17 - GROUND HANDLING PROVISIONS

Subject to the laws and regulations of each Contracting Party including, in the case of the Kingdom of Belgium, European Union law, each designated airline shall have in the territory of the other Contracting Party the right to perform its own ground handling ("self-handling") or, at its option, the right to select among competing suppliers that provide for 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 - CHANGE OF GAUGE AND CODE-SHARE

1. For any segment, or segments of the respective routes a designated airline may during any one continuous flight, change type of aircraft at any point of the route provided that only one flight may be operated out of that point.
2. In operating or holding out the agreed services, any air carrier of a Party may enter into cooperative marketing arrangements, such as blocked-space agreements, code-sharing arrangements with:

(a) any air carrier or carriers of the Parties; and

(b) any air carrier or carriers of a third country;

provided that (i) the operating carrier holds the appropriate traffic rights and (ii) the marketing carriers hold the appropriate underlying route and traffic rights and (iii) the arrangements meet the requirements relating to safety and competition normally applied to such arrangements.

In respect of passenger transport sold involving codeshares, the purchaser shall be informed at the point of sale, or in any case before boarding, which transport providers will operate each sector of the service.



ARTICLE 19 – TARIFFS

1. Each Contracting Party may require notification or filing of any tariff to be charged by its own designated airline or airlines. Neither Contracting Party shall require notification or filing of any tariff to be charged by the designated airline or airlines of the other Contracting Party. Tariffs may remain in effect unless subsequently disapproved under paragraphs 3 or 4 of this Article.
2. Intervention by the Contracting Parties shall be limited to:
 - i. the protection of consumers from tariffs that are excessive due to the abuse of market power;
 - ii. the prevention of tariffs whose application constitutes anticompetitive 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.
3. Each Contracting 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 Contracting Party that a tariff charged or proposed to be charged meets either of the criteria set out in paragraph 2 of this Article.
4. Neither Contracting 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 Contracting Party. If one Contracting Party believes that any such tariff is inconsistent with the considerations set out in paragraph 3 of this article, it may request consultations and notify the other Contracting Party of the reasons for its dissatisfaction. These consultations shall be held not later than 14 days after receipt of the request. Without mutual agreement the tariff shall take effect or continue to be in effect.
5. Notwithstanding the paragraphs of this Article, the tariffs to be charged by the designated airline(s) of the Dominican Republic for carriage wholly within the European Union shall be subject to European Union law.



ARTICLE 20 - STAFF REQUIREMENTS

1. The designated airlines of one Contracting Party shall be allowed on the basis of reciprocity, to maintain in the territory of the other Contracting Party their representatives and commercial, operational and technical staff as required in connection with the operation of the agreed services.
2. These staff requirements may, at the option of the designated airlines, be satisfied by their own personnel of any nationality or by using the services of any other organisation, company or airline operating in the territory of the other Contracting Party and authorised to perform such services in the territory of that Contracting Party.
3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party. Consistent with such law and regulations, each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary work permits, employment visas or other similar documents to the representatives and staff referred to in paragraph 1 of this article.
4. To the extent permitted under national law, both Contracting Parties shall dispense with the requirement of work permits or employment visas or other similar documents for personnel performing certain temporary services and duties.



ARTICLE 21 - SALES AND REVENUES

1. Each designated airline shall be granted the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, at its discretion, through its agents.

Each designated airline shall have the right to sell transportation in the currency of that territory or, at its discretion, in freely convertible currencies of other countries.

Any person shall be free to purchase such transportation in currencies accepted for sale by that airline.

2. Each Contracting Party grants to the designated airlines of the other Contracting Party the right of free transfer of the excess of receipts over expenditures earned by the designated airline in its territory. Such transfers shall be effected on the basis of the official exchange rates for current payments, or where there are no official exchange rates, at the prevailing foreign exchange market rates for current payments, applicable on the day of the introduction of the request for transfer by the airlines designated by the other Contracting Party and shall not be subject to any charges except normal service charges collected by banks for such transactions.
3. Each Contracting Party shall, on the basis of reciprocity, exempt the designated airlines of the other Contracting Party from any form of taxation on income or profits derived by those airlines in the territory of the first Contracting Party from the operation of international air services, as well as from any tax on turnover or capital with the exception of taxes applicable to profit of the sales realised by local sales offices within the territory of the first Contracting Party.

This provision shall not apply if a Convention for the avoidance of double taxation providing for a similar exemption is in force between the Contracting Parties.



ARTICLE 22 - EXCHANGE OF INFORMATION

1. The aeronautical authorities of both Contracting Parties shall exchange information, as promptly as possible, concerning the current authorisations extended to their respective designated airlines to render service to, through, and from the territory of the other Contracting Party. This will include copies of current certificates and authorisations for services on specified routes, together with amendments, exemption orders and authorised service patterns.
2. 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.
3. Each Contracting Party shall cause its designated airlines to provide to the aeronautical authorities of the other Contracting Party upon request, such periodic or other statements of data as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services.
Such statements shall include all information required to determine the amount of traffic carried by those designated airlines on the agreed services and the origins and destinations of such traffic.



ARTICLE 23 - CONSULTATIONS

1. The aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring close co-operation in all matters affecting the implementation of, and satisfactory compliance with, the provisions of this Agreement and of its Annex.
2. Such consultations shall begin within a period of sixty (60) days of the date of receipt of such a request, unless otherwise agreed by the Contracting Parties.



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.
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, or either Contracting Party may submit the dispute for decision to a Tribunal of three arbitrators.
4. The arbitral tribunal shall be constituted as follows:
Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt, by one Contracting Party, through diplomatic channels, of a request for arbitration from the other Contracting Party. These two arbitrators shall by agreement appoint a third arbitrator within a further period of sixty (60) days.
The third arbitrator shall be a national of a third State, shall act as President of the Tribunal and shall determine the place where arbitration will be held.

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 Organisation may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case requires.
5. The Contracting Parties undertake to comply with any decision or award given under paragraphs 2 and 3 of this article.

If either Contracting Party fails to comply with such decision, the other Contracting Party shall have grounds for the application of article 6 of this Agreement.
6. The expenses of the arbitral tribunal shall be shared equally between the Contracting Parties.



ARTICLE 25 - MODIFICATIONS

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, it may request consultations with the other Contracting Party. Such consultations, which may be between aeronautical authorities and which may be through discussion or by correspondence, shall begin within a period of sixty (60) days from the date of the request.
2. If a general multilateral air convention comes into force in respect of both Contracting Parties, the provisions of such convention shall prevail. Consultations in accordance with paragraph 1 of this article may be held with a view to determining the extent to which this Agreement is affected by the provisions of the multilateral convention.
3. Any modification agreed pursuant to such consultations shall come into force when it has been confirmed by an exchange of diplomatic notes.
4. The Contracting Parties agree that the Route Schedule in the Annex can be modified after agreement between the Aeronautical Authorities through an administrative arrangement.



ARTICLE 26 - TERMINATION

1. Either Contracting Party may at any time give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement.

Such notice shall be communicated simultaneously to the International Civil Aviation Organisation.

2. The Agreement shall terminate one (1) year after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by mutual consent before the expiry of this period.

In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organisation.



ARTICLE 27 - REGISTRATION

This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organisation.



ARTICLE 28 - ENTRY INTO FORCE

Each of the Contracting Parties shall notify the other Contracting Party through the diplomatic channel of the completion of its constitutional formalities required to bring this Agreement into effect.

The Agreement shall come into force on the first day of the month following the date of the last notification.



In witness whereof the undersigned, being duly authorised thereto by their respective Governments, have signed the present Agreement.

DONE in duplicate at on this day of in the English language.

FOR THE GOVERNMENT OF THE
KINGDOM OF BELGIUM:

FOR THE GOVERNMENT OF THE
DOMINICAN REPUBLIC:



ANNEX

SCHEDULE OF ROUTES

1. Routes of the Dominican Republic

Points of departure	Intermediate points	Points in Belgium	Points beyond
Points in the Dominican Republic	Any points	Any Points	Any points

2. Routes of the Kingdom of Belgium

Points of departure	Intermediate points	Points in the Dominican Republic	Points beyond
Points in Belgium	Any points	Any points	Any points

Any point or points on the agreed routes may be omitted by the designated airlines of both Parties or may be operated in a different order on any or all flights, provided that the agreed services on the routes begin at a point in the territory of the Contracting Party designating the airline.

