

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA
AND
THE GOVERNMENT OF THE DOMINICAN REPUBLIC

Delegations representing the Governments of the United Republic of Tanzania and the Dominican Republic (hereinafter referred to as the “Parties”), met on 13 November 2025 in Punta Cana, Dominican to discuss matters relating to air services agreement between their respective territories.

The lists of both Delegations are attached hereto as **Appendix A**.

As a result of these discussions which were held in a very cordial and friendly atmosphere, the following understandings were reached:

1. AIR SERVICES AGREEMENT

Both Delegations agreed that, with this Memorandum of Understanding (MoU) between the two Parties, the text of the new Air Services Agreement (ASA) and its Annex (hereinafter collectively referred to as the “Agreement”) is also adopted and initialed. A copy of the Agreement is attached hereto as **Appendix B**.

The two Delegations agreed to recommend to their respective Governments to sign the Agreement at the earliest possible date. The place and date of the signing will be communicated through diplomatic channels as deemed appropriate.

The Parties shall each act in conformity with the spirit of the Agreement on an administrative level from the date of it initialing until its entry into force.

2. DESIGNATION

Pursuant to Article 4 of the Agreement, the Parties agreed to the multiple designation of airlines.



3. FREQUENCY AND CAPACITY

The designated airlines of the Parties shall be entitled to operate unlimited frequencies for passengers and/or cargo without any restriction on aircraft type and capacity.

4. FIFTH FREEDOM TRAFFIC RIGHTS

Exercise of fifth freedom traffic rights for passengers will be considered by the aeronautical authorities of both Parties on a case-by-case basis. Fifth freedom for all-cargo flights may be exercised by the designated airlines of the Parties without restrictions.

5. CODESHARING

Pursuant to Article 13 of the Agreement, the designated airlines of either Party may operate flights code-shared with the designated airlines of the other Party or airlines of a third Party.

6. ROUTES

Both Delegations agreed that the designated airlines of both Parties may operate the agreed services and routes as follows:

Route Schedule (1)

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

(1) From	(2) Intermediate Points	(3) To	(4) Beyond Point
Points in Dominican Repblic	Any Points	Dar es Salaam Kilimanjaro Zanzibar	Any points

2. The designated airlines of the Government of the Dominican Republic may, on all or any flights, omit calling at any of the points in columns (2) and (4) of this Route Schedule, provided that the agreed services on these routes begin at a point in column (1).

Route Schedule (2)

1. Routes to be operated by the designated airlines of the United Republic of Tanzania

(1)	(2)	(3)	(4)
From	Intermediate Points	To	Beyond Point
Points in United Republic of Tanzania	Any Points	Any Points	Any points

2. The designated airlines of the Government of the United Republic of Tanzania may, on all or any flights, omit calling at any of the points in columns (2) and (4) of this Route Schedule, provided that the agreed services on these routes begin at a point in column (1).

7. ENTRY INTO FORCE

This Memorandum of Understanding shall enter into force on the date of its signature. The undersigned, being duly authorized by their respective Governments, have signed this Memorandum of Understanding and initialed the Agreement.

Done on the 13 November 2025 at Punta Cana, Dominican Republic.



Biseko P. CHIGANGA
Director of Transport Services
Ministry of Transport

**On behalf of the Government
of the United Republic of
Tanzania**



Héctor Porcella Dumas
President
Civil Aviation Board

**On behalf of the Government of the
Dominican Republic**

Appendix A

Delegation of the United Republic of Tanzania

- | | |
|------------------------|---|
| 1. Mr. Biseko Chiganga | Director of Transport Services
Ministry of Transport
Head of the delegation |
| 2. Mr. Daniel Malanga | Director Economic Regulation
Tanzania Civil Aviation Authority
Delegate |
| 3. Ms. Maria Memba | Director Legal Services
Tanzania Civil Aviation Authority
Delegate |
| 4. Ms. Sindeyan Suyaan | State Attorney
Office of the Attorney General
Delegate |
| 5. Ms. Mariam Killo | Legal Officer
Ministry of Foreign Affairs and East African
Cooperation
Delegate |
| 6. Ms. Eufrazia Bille | Ag. Manager Air Transport Regulation
Tanzania Civil Aviation Authority
Delegate |
| 7. Mr. Douglas Bushiri | Manager Internal Affairs
Tanzania Civil Aviation Authority
Observer |

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Delegation of the Dominican Republic

1. Mr. Héctor Porcella Dumas President, Civil Aviation Board.
(Head of Delegation)
2. Mr. Igor Rodríguez Durán General Director, Dominican Institute of Civil Aviation, IDAC.
Full Member of the Civil Aviation Board.
Delegate
3. Ms. Noelia Rivera Guevara Deputy Legal Counsel to the Executive before the Board of Civil Aviation.
Delegate
4. 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.
Delegate
5. Mr. Bartolomé Pujals Ambassador, Permanent Representative of the Dominican Republic to ICAO.
Delegate
6. Ms. Bernarda Franco Candelario Secretary of the Civil Aviation Board.
Delegate
7. Mrs. Paola Plá Puello Deputy Director
Dominican Institute of Civil Aviation, IDAC.
Delegate
8. Mr. Héctor Christopher Director of Air Transport, Civil Aviation Board
Delegate
9. Mrs. María Luisa Hernández Coordinator of International Agreements, Civil Aviation Board.
Delegate



Appendix B

AIR SERVICES AGREEMENT

BETWEEN

**THE GOVERNMENT OF THE UNITED
REPUBLIC OF TANZANIA**

AND

**THE GOVERNMENT OF DOMINICAN
REPUBLIC**

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PREAMBLE

The Government of the United Republic of Tanzania acting through the Ministry responsible for civil aviation matters; and

The Government of the Dominican Republic acting through the Civil Aviation Board.

Hereinafter referred to individually as a 'Contracting Party' and both as "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 facilitate the expansion of international air services opportunities;

Recognizing that efficient and competitive international air services enhance economic growth, trade, tourism, investment and the welfare of consumers,

Desiring to conclude Air Services Agreement, in conformity with supplementary to the said Convention, for the purpose of establishing International Air Services between and beyond their respective territories;

Have agreed as follows:

ARTICLE 1

Definitions and Interpretation

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

1. "Aeronautical Authorities" means: in the case of the Government of the United Republic of Tanzania, the Minister responsible for Civil aviation matters; and in the case of the Government of the Dominican Republic the Civil Aviation Board, and in both cases any person or body authorized to perform any functions at present exercisable by the said authorities or similar functions
2. "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.
3. "Agreement" means this Agreement, the Annex attached thereto and any Protocols or similar documents amending this Agreement or the Annex.
4. "Agreed Services" and "Specified Routes" have the meaning respectively of scheduled international air services and of routes specified in the Annex to this Agreement.
5. "Capacity" in relation to an aircraft means the payload of the aircraft available on the route or section of a route; and in relation to a specified air service means the capacity of aircraft, used on such service, multiplied by the frequency of the flights operated by such an aircraft over a given period on a route or section of a route.
6. "Designated Airline" means an airline which has been designated and authorized in accordance with Article (4) of this Agreement;
7. "Specified route" the route established or to be established in the annex to this agreement
8. "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.

9. The terms "Sovereignty" and "Territory" shall be applied as described in Articles (1) and (2) of the Convention, and shall read as follows:

Sovereignty: "The contracting states recognize that every State has complete and exclusive sovereignty over the airspace above its territory";
and Territory: "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".

10. "the 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 the Convention under Articles (90) and (94) thereof, so far as those annexes and amendments have become effective for or been ratified by both Contracting Parties;
11. "User Charges" means fees or rates levied for the use of airports, navigational facilities and other related services offered by one Contracting Party to the other.
12. THE ANNEX TO THIS AGREEMENT IS CONSIDERED AN INTEGRAL PART THEREOF

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ARTICLE 2

Applicability of Chicago Convention

The provisions of this Agreement shall be subject to the provisions of the Convention in so far 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 following rights in respect of its scheduled 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;
 - c) To make stops in the said territory at points specified in the Annex, for the purpose of taking onboard and discharging passengers, baggage, cargo and mail coming from or destined for points in the territory of the other Contracting Party, on the specified route while operating agreed service.
 - d) Exercise of fifth freedom traffic right for passengers shall be considered by the aeronautical authorities of both Contracting Parties on a case-by-case basis. Fifth freedom traffic right for all-cargo may be exercised by the designated airlines of the Contracting Parties unrestrictedly.
2. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the appropriate section of the Schedules annexed to this Agreement. Such services and routes are hereafter called "the agreed services" and "the specified routes" respectively.



ARTICLE 4

Designation and Authorization

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purposes of operating the agreed services on the specified routes through diplomatic channels.
2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without delay grant to the designated airline the appropriate operating authorizations.
3. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.
4. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article (3) of this Agreement, in any case where the said Contracting Party is not satisfied that:
 - a. substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline, its nationals, or both;
 - b. the airline is established in the territory of the other Contracting Party and is licensed in accordance with the applicable laws of that Contracting Party;
 - c. the other Contracting Party has and maintains a principal place of business and effective regulatory control of the airline.

ARTICLE 5

Revocation and Suspension of Operating Authorization

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article (3) of this Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:
 - a) in any case where it is not satisfied that substantial ownership and effective control of that designated airline are vested in the Contracting Party designating the airline, its nationals, or both;
 - b) in the case of failure by that designated airline to comply with laws or regulations of the Contracting Party granting these rights;
 - c) in case the designated airline fails to operate in accordance with the conditions prescribed under this Agreement;
 - d) in case the designated airline does not hold a current air operator certificate or similar license issued by the aeronautical authority of the Contracting Party designating it (the airline): or
 - (e) in case the designated airline is not incorporated and its headquarters, central administration or the principal place of business is not in the territory of the Contracting Party designating it (the airline).
2. Unless immediate revocation, suspension, or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringement of laws or regulations, such right shall be exercised only after consultation with the other Contracting Party.

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ARTICLE 6

Exemption from Customs and other Duties

1. Aircraft operated on international services by the designated airlines of one Contracting Party, as well as their normal equipment, supplies of fuel and lubricants, aircraft stores including food, beverages and tobacco carried on board such aircraft, shall, on entering into the territory of the other Contracting Party, be exempt from all duties or taxes, provided such equipment, supplies and stores remain on board the aircraft until they are re-exported.
2. There shall be exemption from the same duties and taxes, with exception of charges corresponding to services rendered:
 - a) aircraft stores taken on board in the territory of one Contracting Party, within the limits fixed by the authorities of the said Contracting Party, and intended for use on board the aircraft operated on an international service by the designated airlines of the other Contracting Party;
 - b) spare parts and normal board equipment imported into the territory of one Contracting Party for the maintenance or repair of aircraft operated on international services;
 - c) fuel and lubricants destined for the designated airlines of a Contracting Party operated on international services, even when these supplies are to be used on any part of a journey performed over the territory of the Contracting Party in which they have been taken on board;
 - d) the necessary documents used by the designated airlines of one Contracting Party including transportation documents, airway bills and advertising material, as well as motor vehicles, material and equipment which may be used by the designated airlines for commercial and operational purposes within the airport area provided such material and equipment serve the transportation of passengers and freight.
3. The normal board equipment, as well as the materials and supplies retained on board the aircraft operated by the designated airlines of one 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 a case, they

may be placed under the supervision of the said authorities until they are re-exported or otherwise disposed of in accordance with customs regulations.

4. The exemptions provided for by this Article shall also be available in situations where the designated airlines of either Contracting Party have entered into arrangements with other airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraphs 1 and 2 of this Article provided such other airlines similarly enjoy such exemptions from such other Contracting Party.

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ARTICLE 7

Competition Among Airlines

1. Each Contracting Party shall allow a fair and equal opportunity for the designated airlines of both Contracting Parties to compete in providing the international air transport governed by this Agreement.
2. The capacity of international air transport offered by the designated airlines shall be determined freely by Contracting Parties.
3. Neither Contracting Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airline of the other Contracting Party, except as may be required for customs, technical, operational, or environmental reasons under uniform conditions consistent with Article (15) of the Convention and always on a non-discriminatory basis.
4. Both Contracting Parties shall adopt all such measures as required within their jurisdiction to prevent any form of discrimination or unfair competition practices affecting the competitiveness of the designated airline of the other Contracting Party.
5. Each Contracting Party shall minimize the administrative burdens of filing requirements and procedures on designated airline of the other Contracting Party and ensure that such burdens and procedures are applied upon a non-discriminatory basis.



ARTICLE 8

Tariffs

1. Each Contracting Party shall allow tariffs for air services to be established by each designated airline based upon commercial considerations in the market place. Neither Contracting Party shall require its designated airline to consult other airlines about the tariffs they charge or propose to charge for services covered by this Agreement.
2. Each Contracting Party may require notification or filing of any tariff to be charged by its own designated airline. Neither Contracting Party shall require notification or filing of any tariffs to be charged by the designated airline of the other Contracting Party. Tariffs may remain in effect unless subsequently disapproved under paragraph (5) of this Article.
3. Intervention by the Contracting 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 Contracting Party may unilaterally disallow any tariff filed or charged by its own designated airline. 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 (3) of this Article.
5. Neither Contracting Party shall take unilateral action to prevent the coming into effect nor continuation of a tariff charged or proposed to be charged by the designated 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 fourteen (14) days after receipt of the request. Without a mutual agreement the tariff shall take effect or continue in effect.



ARTICLE 9

Aviation Security

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting their rights and obligations under international law, the Contracting Parties shall in particular act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, , and the provisions of multilateral agreements and protocols which will become binding on both Contracting Parties.
2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention to the extent that such security provisions are applicable to both Contracting Parties; they shall require that operators of aircraft of their registry, operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.
4. Each Contracting Party agrees that such operators of aircraft shall be required to observe the aviation security provisions referred to in paragraph (3) of this Article in accordance with the laws and regulations in force required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party.

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5. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give positive consideration to any request from the other Contracting 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 Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such an incident or threat thereof.
7. Should one Contracting Party have problems with regard to the aviation security provisions of this Article, the aeronautical authorities of either Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party.

ARTICLE 10

Aviation 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) thirty days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the 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) fifteen days or such longer period as may be agreed, shall be grounds for the application of Article (5) of this Agreement.
3. Notwithstanding the obligations mentioned in Article (33) of the Convention, it is agreed that any aircraft operated by the designated airline of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other Contracting Party, be made the subject of an examination by the authorized 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 a series of ramp inspections gives rise to:
 - a) serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention, or
 - b) serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the Contracting Party carrying out the inspection shall, for the purposes of Article (33) of the Convention, be free to conclude that the requirements under which the certificates or licenses in respect of that aircraft or in respect

of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by a designated airline of one Contracting Party in accordance with paragraph (3) of this Article is denied by the representative of that airline, the other Contracting Party shall be free to infer those serious concerns of the type referred to in paragraph (4) of this Article arise and draw the conclusions referred to in that paragraph.
6. Each Contracting Party reserves the right to suspend or vary the operating authorization of the designated airline of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a 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) of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

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ARTICLE 11

User charges

1. Each Contracting Party shall ensure that the user charge imposed or permitted to be imposed by its competent charging bodies on the designated airline or airlines of the other Contracting Party are just and fair. These charges shall be based on sound economy principles and shall not be higher than those charged by other airlines for such services.
2. No Contracting Party shall impose or permit to be imposed, on the designated airline or airlines of the other Contracting Party user charges higher than those imposed on its own designated airline or airlines operating similar international air service resign similar aircraft.

ARTICLE 12

Applicability of National Legislation

1. The laws and regulations of a Contracting Party as to the admission to or departure from its territory of passengers, crew and cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, currency, health and quarantine shall be complied with by or on behalf of such passengers, crew or cargo upon entrance into or departure from, or while within the territory of that Contracting Party.
2. The laws and regulations of a Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft shall be applied to aircraft of the other Contracting Party while within its territory.
3. The appropriate authorities of a Contracting Party shall have the right without unreasonable delays, to search aircraft of the other Contracting Party on landing or departure and to inspect the certificates and other documents prescribed by the Convention;
4. Passenger, baggage, cargo, and mail in direct transit across the territory of either Contracting Party or not leaving the area of the airport reserved for such purpose shall, except in respect of security measure against violence, air piracy and narcotics control, be subject to no more than a simplified control. Such baggage, cargo and mail shall be exempt from custom duties excise duties and similar duties fees and charges not based on the cost of services provided on arrival.

ARTICLE 13

Code Sharing

1. The designated Airline(s) of both contracting parties may, either as a marketing carrier or as an operation carrier, freely enter into cooperative marketing arrangements including but not limited to blocked space and/or code share arrangements (including third country code share arrangements), with any other airline or airlines.
2. Before providing code sharing services, the code sharing partners shall agree as to which party shall be responsible in respect of the liability and on consumer related matters, security, safety and facilitation. The agreement setting out these terms shall be filed with both Aeronautical Authorities before implementation of the code share arrangements.
3. Such arrangements shall be accepted by the Aeronautical Authorities concerned, provided that all airlines in these arrangements have the underlying traffic rights, and/or routing rights and authorizations.
4. In the event of a code share arrangement, the marketing airline should, in respect of every ticket sold, ensure that it is made 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.

ARTICLE 14

Approval of Timetable

1. The designated airline or airlines of each Contracting Party shall submit for approval to the aeronautical authority of the other Contracting Party not later than thirty (30) days prior to the commencement of the agreed services on the specified routes, the timetable of intended services, specifying the frequency, the type of aircraft, configuration, nature of the service and the number of seats made available to the public. This shall likewise apply to later changes. In special cases, this time limit may be reduced subject to the said authority.
2. If a designated airline wishes to operate ad-hoc flights supplementary to those covered in the approved timetables, it shall obtain prior permission of the aeronautical authority of the Contracting Party concerned.

ARTICLE 15

Commercial Activities

1. The designated airline of each Contracting Party shall have the right to establish offices in the territory of the other Contracting Party for the promotion and sale of air services.
2. The designated airlines of each Contracting Party shall be entitled, in accordance with the laws, regulations and rules of the other Contracting Party relating to entry, residence and employment, to bring in and maintain in the territory of the other Contracting Party managerial, sales, technical, operational and other specialist staff required for the provision of air services.
3. The designated airline of each Contracting Party may engage in the sale of air services in the territory of the other Contracting Party directly and, at the airline's discretion, through its agents. Each airline shall have the right to sell such transportation and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies.
4. Each party shall grant to the designated airline of the State of other Party, the right to transfer freely the excess of receipts over expenditure earned by the said airlines in connection with the operation of the international air services. The said transfer shall be made in any freely convertible currency according to the official exchange rate valid for the date of transfer request and in accordance with the registration of the State of the Party from which the transfer take place.
5. The designated airline of each Contracting Party shall be permitted to pay for local expenses, including purchases of fuel, in the territory of the other Contracting Party in local currency. At their discretion, the designated airline of each Contracting Party may pay for such expenses in the territory of the other Contracting Party in freely convertible currencies according to local currency regulation.
6. Notwithstanding anything contained in this Article, the exercise of rights under this Article shall be in accordance with the applicable domestic laws, regulations and rules, and the Contracting Parties stipulate that the laws, regulations and rules shall be administered in a non-discriminatory manner and consistent with the purposes of the Agreement.

ARTICLE 16

Exchange Information

1. The aeronautical authorities of both contracting parties shall exchange information, as promptly as possible, concerning the current authorizations extended to their respective designated airline or airlines to render service to, through, and from the territory of the Contracting Party. This will include copies of current certificates and authorizations for services on specified routes, together with exemption orders.
2. Each Contracting Party shall cause its designated airline or airlines to provide to the aeronautical authority of the other Contracting Party upon request, such periodic or other statements of statistics relating to the traffic carried on the agreed services showing the points of embarkation as may be reasonably required for the purpose of reviewing the operations on the agreed services.



ARTICLE 17

Consultations

1. In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of and satisfactory compliance with, the provisions of this Agreement and the Annexed Schedules and shall consult when necessary to provide for modifications thereof.
2. Either Contracting Party may request consultation in writing which shall begin within a period of (60) sixty days of the date of receipt of the request, unless both Contracting Parties agree to an extension of this period.



ARTICLE 18

Settlement of Disputes

- (1) If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place try to settle it by negotiation.
- (2) If the aeronautical authorities of the Contracting Parties fail to reach a settlement by negotiation within sixty (60) days, then the dispute shall be referred for negotiations through diplomatic channels. The Contracting Parties shall aim to reach a settlement within one hundred and twenty (120) days.
- (3) If the Contracting Parties do not agree to resolution within one hundred and twenty (120) days, they may agree to resolve the matter by another method as prescribed by the International Civil Aviation Organization (ICAO).



ARTICLE 19

Amendments Of Agreement

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, such modifications, if agreed between the Contracting Parties and if necessary, after consultation in accordance with Article (14) of this Agreement, shall come into effect when confirmed by an exchange of notes, through diplomatic channels.
2. If the amendment relates to the provisions of the Agreement other than those of the annexed schedules, the amendment shall be approved by each Contracting Party in accordance with its legal procedures.
3. If the amendment relates only to the provisions of the Annex to this Agreement, it may be agreed upon directly between the aeronautical authorities of both Contracting Parties and would be effective from the date agreed upon by the aeronautical authorities.



ARTICLE 20

Registration with the International Civil Aviation Organization

Upon Entry Into Force, this Agreement and any subsequent amendments thereto shall be registered with the International Civil Aviation Organization by both Contracting Parties.



ARTICLE 21

Recognition of Certificates and Licences

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating services provided for in this Agreement, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.
2. If the privileges or conditions of the licences or certificates referred to in paragraph (1) of this Article, issued by the Aeronautical Authorities of one Contracting Party to any person or designated airline or in respect of an aircraft operating the agreed services on the specified routes would permit a difference from the standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the Aeronautical Authorities of the other Contracting Party may request consultations in accordance with Article (14) of this Agreement with the Aeronautical Authorities of that Contracting Party with a view to satisfying themselves that the practice in question is acceptable to them. Failure to reach a satisfactory agreement will constitute grounds for the application of Article (5) of this Agreement.

ARTICLE 22

Conformity with Multilateral Conventions

If a general multilateral air transport convention comes into force in respect of both Contracting Parties, this Agreement and its Annexes shall be deemed to be amended accordingly.



ARTICLE 23

Termination

Either Contracting Party may at any time give notice to the other Contracting Party of its decision to terminate this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate (12) twelve months after the date of receipt of the notice by the other Contracting 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 Contracting Party, notice shall be deemed to have been received (14) fourteen days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 24

Entry into Force

This Agreement shall be approved according to the legal procedures in each Contracting Party and shall come into force on the date of the receipt of the last notification, through diplomatic channels, by the Contracting Parties confirming the fulfillment of the said procedures.

In witness whereof, the undersigned, being duly authorized thereto by their respective governments, have signed this Agreement.

Done at.....the.....day of.....in duplicate, in English language, all texts being equally authentic.

.....
**For the Government of the
United Republic of Tanzania**

.....
**For the Government of the
Dominican Republic**



ANNEX

Route Schedule (1)

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

(1) From	(2) Intermediate Points	(3) To	(4) Beyond Points
Dominican Republic	Any points	Dar es Salaam Kilimanjaro Zanzibar	Any points

2. The designated airline of the Government of the Dominican Republic may, on all or any flights, omit calling at any of the points in columns (2) and (4) of this Route Schedule, provided that the agreed services on these routes begin at a point in column (1).

Route Schedule (2)

1. Routes to be operated by the designated airline of the United Republic of Tanzania

(1) From	(2) Intermediate Points	(3) To	(4) Beyond Points
Dar es Salaam Kilimanjaro Zanzibar	Any points	Dominican Republic	Any points

2. The designated airline of the Government of the United Republic of Tanzania may, on all or any flights, omit calling at any of the points in columns (2) and (4) of this Route Schedule, provided that the agreed services on these routes begin at a point in column (1).