

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DOMINICAN REPUBLIC

AND

THE REPUBLIC OF ZIMBABWE

Delegations representing the Dominican Republic and the Republic of Zimbabwe (hereinafter referred to as the "Parties") met in Punta Cana, Dominican Republic on November 11, 2025, during the ICAN 2025 event to discuss matters relating to air services arrangements 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 have been reached:

1. AIR SERVICES AGREEMENT

Both Delegations adopted and initialled the text of the Air Services Agreement and its Annex (hereinafter collectively referred to as the "Agreement"). 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.

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

2. DESIGNATION

Each Party shall have the right to designate in writing, to the other Party, one or more airlines to operate the services agreed upon in accordance with this Agreement and to withdraw or modify such designation, and to communicate in writing to the other Party through diplomatic channels or through written communication between both aeronautical authorities.

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. TRAFFIC RIGHTS

The designated airlines of both Parties shall, with immediate effect, be entitled to operate unlimited weekly frequencies with any aircraft type and no restrictions on points with 3rd and 4th freedom traffic rights for both passenger and all cargo services.

The exercise of fifth freedom traffic rights shall be agreed upon between the Aeronautical Authorities of the Parties.

5. CODESHARING

1. When operating or offering authorized services on agreed routes, any designated airline of a Party may enter cooperative marketing arrangements, such as joint-ventures, capacity reservation agreements or codeshare agreements with:

- a) an airline or airlines of either Party;
- b) an airline or airlines of a third country; and
- c) a ground service transport provider from any country;

provided that all airlines in the same 1) have the corresponding authorization and 2) comply with the requirements that normally apply to such agreements.

2. The Parties undertake to take the necessary measures to ensure that consumers are fully informed and protected regarding to codeshare flights to or from their territory and that, as a minimum, passengers shall have the necessary information as follows:

- (a) verbally means and, if possible, in writing at the time of booking;
- (b) in written form, on the ticket itself and/or (if this is not possible), on the document accompanying the itinerary of the ticket or on any other document replacing the ticket, such as written confirmation, including information on who to contact in the event of a problem and a clear indication that the airline is liable in the event of damage or accident; and
- (c) verbally once again by the airline's ground staff at all stages of the journey.

3. Airlines are obliged to submit, for approval, any proposed arrangements for cooperation with the aviation authorities of both Parties at least 60 days before their proposed introduction.

6. ROUTE SCHEDULE

The route schedule, which is specified in the Annex of the Agreement, may be amended from time to time by agreement between the Aeronautical Authorities of the Parties through exchange of notes.

7. ENTRY INTO FORCE

This Memorandum of Understanding shall enter into force on the date of its signature.

The undersigned, being duly authorised by their respective Governments, have signed this Memorandum of Understanding and initialed the Agreement in duplicate both texts being equally authentic.

Done at Punta Cana, on the 11th of November 2025.



Head of Delegation of the
Republic of Zimbabwe

Eng. Pedzisayi Joy Makumbe



Head of Delegation of the
Dominican Republic

Hector Porcella Dumas

APPENDIX A**LIST OF DELEGATES****Republic of Zimbabwe**

Eng. Pedzisayi Joy Makumbe	Permanent Secretary Ministry of Transport and Infrastructural Development (Head of Delegation)
Mr. George Mashababe	Director General Civil Aviation Authority of Zimbabwe
Mrs. Sarudzai Muza	Marketing and Business Development Manager Airports Company of Zimbabwe
Mr. Martin Rushizha	Acting Head Air Transport Development Civil Aviation Authority of Zimbabwe
Ms. Patience Rashai	State Attorney Attorney General's Office
Ms. Ruvimbo Chanduru	Deputy Legal Advisor Ministry of Transport and Infrastructural Development



DELEGATION OF THE DOMINICAN REPUBLIC

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

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

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

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

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

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

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

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

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



Appendix B

AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE DOMINICAN REPUBLIC

And

THE GOVERNMENT OF THE REPUBLIC OF ZIMBABWE



Preamble

The Government of the Dominican Republic and the Government of the Republic of Zimbabwe hereinafter referred to as the "Parties".

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

Desiring to contribute to the progress of international civil aviation.

Desiring to conclude an agreement for the purpose of establishing and operating air services between and beyond their respective territories;

Recognizing that efficient and competitive international air services improve trade, consumer welfare and economic growth;

Desiring to ensure the highest degree of safety and security in international air services and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardise the safety of persons or property, adversely affect the operation of air services, and undermine public confidence in the safety of civil aviation.

Have agreed as follows:

Article 1 Definitions

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

1. "Air transport" means public carriage by aircraft of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;
2. "Aeronautical Authorities" means, in the case of the Dominican Republic, the Civil Aviation Board, and in the case of the Republic of Zimbabwe, the Minister in charge of aviation or, in both cases, any other authority or person empowered to perform the functions now exercised by those authorities
- 3 "Agreement" means this Agreement, its Annexes and any amendments thereto;
- 4 "Capacity" means the quantity of services provided under this agreement, generally measured by the number of flights (frequencies) or seats or tons of cargo offered in a market (pair of cities, or country-to-country) or on a route, during a given period;
5. "Convention" means the Convention on International Civil Aviation, opened for signature in Chicago on the seventh day of December 1944, and includes any Annex adopted pursuant to Article 90 of that Convention, as well as any amendments to the Annexes to the Convention pursuant to Articles 90 and 94 thereof, in so far as those Annexes and amendments have entered into force for both Parties;
6. "Designated airline" means an airline that has been designated and authorized in accordance with Article 4 of this Agreement;
7. "ICAO" means the International Civil Aviation Organization;
8. "Multimodal air transport" means public transport by air and by one or more modes of surface transport of passengers, baggage, cargo and mail, separately or in combination, for remuneration or leasing;
9. "International air transport" means air transport in which passengers, baggage, cargo and mail taken on board in the territory of one State are destined for another State;
10. "Party" means a State that has formally acceded to this Agreement;
11. "Price" means any fare or price for the carriage of passengers, baggage and/or cargo (excluding mail) in air transport (including any other mode of transport in connection there thereof) charged by airlines, including their agents, and the conditions governing the availability of such fares, or payment;
12. "Sovereignty" and "Territory" in relation to a State have the meaning set out in Articles 1 and 2 of the Convention. **Sovereignty** "The contracting States recognize that every State has a complete and exclusive sovereignty over the airspace above its territory". **Territory** "For the purposes of this Convention the territory of a State shall be deemed to be the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or mandate of such State.

13. "User charges" means charges imposed on airlines by, or authorized by, the competent authorities for the provision of airports or airport, air navigation or aviation safety facilities and services, including facilities and related services for their aircraft, crews, passengers and cargo;

14. "Air service", "International air service", and "Airline" have the same meanings as those assigned to them in Article 96 of the Convention.

Article 2 Applicability of the Convention

The provisions of this Agreement shall be subject to the provisions of the Convention to the extent that they apply to international air services.

Article 3 Grant of Rights

1. Each Party grants to the other Party the rights specified in this Agreement for the operation of international air services on the routes specified in the Schedule.
2. Subject to the provisions of this Agreement, the airline(s) designated by each Party shall enjoy the following rights:
 - a) the right to fly without landing over the territory of the other Party;
 - b) the right to stopover in the territory of the other Party for non-commercial purposes;
 - c) the right to taking on board and discharging in the territory of the other Party at the points specified in the Annex, passengers, baggage and cargo including mail, separately or in combination, destined for or coming from points in the territory of the first Party; and
 - d) the other rights specified in this Agreement.
3. The airlines of each Party, with the exception of those designated under Article 4 of this Agreement, shall also enjoy the rights specified in paragraphs 2 (a) and 2 (b) of this Article.
4. Nothing in paragraph 2 shall be deemed to confer on the designated airline(s) of one Party the privilege of taking on board, in the territory of the other Party, passengers, cargo and mail for remuneration and destined for another point in the territory of the other Party.

Article 4

Designation and Authorization

1. Each Party shall have the right to designate in writing, to the other Party, one or more airlines to operate the services agreed upon in accordance with this Agreement and to withdraw or modify such designation, and to communicate in writing to the other Party through diplomatic channels or through written communication between both aeronautical authorities.
2. Upon receipt of such designation and at the request of the designated airline, in the manner required for the authorization of the operational and technical permit, each Party shall grant the appropriate permits and authorizations, with the minimum delay, provided that:
 - a) the airline is established and certified under the laws of the designating Party and its principal office established in that State; and
 - b) the effective regulatory control of the airline is exercised and maintained by the Party designating the airline and responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation; and
 - c) the designated airline complies with the provisions established by Article 11 (Safety) and Article 12 (Aviation Security).
3. The designated airline is qualified to satisfy other conditions prescribed under the laws and regulations that are normally applied to international air transport service operations by the Party receiving the designation.
4. Upon receipt of the operating authorization referred to in paragraph 2, a designated airline may at any time commence the operation of the agreed services for which it has been designated, provided that it complies with the applicable provisions of this Agreement.

Article 5

Revocation, Suspension and Limitation of Authorization

1. The Aeronautical Authorities of each Party shall have the right to refuse the authorizations referred to in Article 4 of this Agreement with respect to an airline designated by the other Party, and to revoke, suspend or impose conditions on such authorizations, temporarily or permanently:
 - a) If they consider that the Party designating the airline does not have and maintains the effective control of the airline, and that it does not have its principal office established in that State.
 - b) In the event that the designated airline does not hold an Air Operator Certificate or any other equivalent document that is valid in accordance with the laws and regulations in force of the Party that designates it;



- c) In the event of a failure by the Party designating the airline to make the provisions set out in Article 11 (Safety) and Article 12 (Aviation Security), or
- d) If the designated airline is not qualified to satisfy the other conditions prescribed under the laws and regulations normally applied for international air transport service operations by the Party receiving the designation.

Article 6

Application of laws

1. The laws and regulations of a Party governing the entry into and exit from its territory of aircraft engaged in international air services, or the operation and navigation of such aircraft while in its territory, shall apply to the aircraft of the airline designated by the other Party.
2. The laws and regulations of a Party relating to the entry, stay, transit and exit from its territory of passengers, crew and cargo, including mail, such as those concerning immigration, customs, currency, health and quarantine shall apply to passengers, crew, cargo and mail carried by the aircraft of the designated airline of the other Party, as long as they are in that territory.
3. Neither Party shall give preference to its own airline or any other airline over an airline designated by the other Party engaged in international air transport in the application of immigration, customs, quarantine and similar regulations.

Article 7

Direct Transit

Passengers, baggage, cargo and mail in direct transit through the territory of either Party and not leaving the area of the airport reserved for that purpose shall be subject only to a simplified inspection. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 8

Commercial Activities

1. Designated airlines of either Party may establish offices in the territory of the other Party for the promotion and sale of air transport.
2. Designated airlines of either Party may, in accordance with the laws and regulations of the other Party relating to entry, residence and employment, send to and retain in the territory of the other Party administrative, technical, operational, sales and other specialized personnel for the provision of air transport services, in accordance with national law.
3. Each designated airline of either Party may engage in the sale of air transport in the territory of the other Party, directly and, if it so wishes, through its agents. Each designated airline may sell this carriage, and any person shall be free to purchase, in the



currency of that territory or in the currency of free conversion, in accordance with the exchange provisions in force of each Party.

Article 9

Ground Handling

1. Each Party shall allow the designated airlines of the other Party, when operating in its territory, on a reciprocal basis and where possible, to perform their own ground handling ("self-handling") services and to have the option of using one or more duly authorized suppliers to provide all or part of those services. Where the laws, regulations or contractual provisions of each Party limit or prevent the provision of its own ground handling services, each Party shall treat a designated airline in a non-discriminatory manner with respect to ground handling services provided by one or more duly authorized suppliers.
2. The exercise of the rights provided for in paragraph 1 of this Article shall be subject to physical or operational limitations resulting from considerations of operational safety or aviation security at the airport of each Party.

Article 10

Recognition of Certificates

1. Certificates of airworthiness, certificates of aptitude and licenses issued or validated by a Party while in force shall be recognized as valid by the other Party for the operation of the agreed services, provided that the requirements under which such certificates and licenses were issued or validated are equal to or higher than the minimum standards to be established in accordance with the Convention.
2. If the privileges or conditions of the licences or certificates referred to in paragraph 1 above, issued by the aviation authorities of a Party to any designated person or airline or in respect of an aircraft used in the operation of the agreed services, should permit a difference from the minimum standards established by the Convention, and the dispute to be submitted to the International Civil Aviation Organization, the other Party may request consultations between the aeronautical authorities in order to clarify the practice in question.
3. Each Party reserves the right, however, to refuse to recognize for the purposes of overflights or landing within its own territory certificates of fitness and licenses issued to its own nationals by the other Party.

Article 11

Safety

1. Each Party may request consultations at any time on the safety standards applied by the other Party in areas relating to aeronautical installations, flight crews, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of such request.



2. If, following such consultations, one Party considers that the other Party does not maintain or effectively administer safety standards in the areas referred to in paragraph 1 of this Article that comply with the standards established at that time in accordance with the Convention, the other Party shall be informed of such findings and of the measures deemed necessary to comply with ICAO standards. The other Party shall take appropriate corrective action within an agreed time frame.
3. In accordance with Article 16 of the Convention, it was further agreed that any aircraft operated by, or on behalf of an airline of one Party, in service to or from the territory of the other Party may, during its stay in the territory of the other Party, be subject to inspection by the authorized representatives of the other Party, if this does not cause unjustified delays in the operation of the aircraft. Without prejudice to the obligations referred to in Article 33 of the Convention, the purpose of this investigation is to verify the validity of the relevant documentation of the aircraft, the crew's licenses, and that the equipment and condition of the aircraft conform to the standards established at that time in accordance with the Convention.
4. If any such ramp inspections or a series of ramp inspections, it results in:
 - a) a serious concern that an aircraft or the operation of an aircraft does not meet the minimum standards established at that time in accordance with the Convention; or
 - b) a serious concern that there is a lack of maintenance and effective administration of the safety standards established at that time in accordance with the Convention;

the inspecting Party may, for the purposes of Article 33 of the Convention, conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft have been issued or made valid, or that the requirements under which that aircraft is operated, they are not equal to or higher than the minimum standards established in accordance with the Convention.
5. In the event that a representative of that airline or airlines refuses access to conduct a ramp inspection of an aircraft operated by an airline or airlines of a Party in accordance with paragraph 3 of this Article, the other Party shall be free to infer that there are serious concerns of the type referred to in paragraph 4 of this Article and to draw the conclusions referred to in that Article. paragraph.
6. Where urgent action is essential to ensure the safety of the air operation, each Party reserves the right to immediately suspend or modify the operating authorization of an airline or airlines of the other Party.
7. Any action by a Party pursuant to paragraph 4 above shall be suspended once the basis for action ceases to exist.

Article 12 **Aviation Security**

1. In accordance with their rights and obligations under international law, the Parties reaffirm that their mutual obligation to protect the security of civil aviation against acts of unlawful



interference are an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Parties shall, in particular, act in accordance 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, its Supplementary 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 Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991, as well as any other conventions and protocols relating to the security of civil aviation which both Parties adhere to.

2. Each Party shall provide itself, upon request, with all necessary assistance to the other party 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 safety of civil aviation.
3. The Parties shall, in their relations with each other, act in accordance with the aviation security provisions laid down by the ICAO and referred to as Annexes to the Convention; require aircraft operators of their registration, or aircraft operators having their registered office or permanent residence in their territory and operators of airports located in their territory to act in accordance with those aviation safety provisions.
4. Each Party agrees that such aircraft operators shall comply with the aviation safety provisions referred to in paragraph (3) above and required by the other Party with respect to the entry, exit or stay in the territory of that other Party. Each Party shall ensure that appropriate measures are effectively applied in its territory to protect aircraft and to inspect passengers, crew, on-board supplies, baggage, hand luggage, cargo and items on board aircraft before and during boarding or disembarkation. Each Party will also give favourable consideration to any request by the other Party to take reasonable special security measures to address a particular threat.
5. Where there is 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, the Parties shall assist each other by providing communications and other appropriate measures with the intention of resolving such incident or threat thereof promptly and safely.
6. Where one Party has reasonable grounds to believe that the other Party is in breach of the provisions of this Article, the first Party may request consultations. Such consultations must begin within fifteen (15) days of receipt of the aforementioned request from any of them. Failure to reach a satisfactory agreement within fifteen (15) days of the commencement of consultations shall be sufficient reason to withhold, revoke, suspend or impose conditions on the authorization of an airline or airlines designated by the other Party. Where justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the First Party may take interim measures at any time.



Article 13

User charges

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

Article 14

Customs duties

1. Each Party shall, on the basis of reciprocity, grant exemption to the designated airline of the other Party, to the fullest extent possible in accordance with its national laws and regulations, from import restrictions, customs duties, excise duties, inspection duties and other national taxes and charges based on the cost of services on arrival of aircraft, fuel, lubricating oils, consumable technical supplies, spare parts, including engines, scheduled aircraft equipment, on-board provisions and other items such as ticket printers, air cargo directories, any printed material bearing the airline's insignia on it and usual advertising material distributed free of charge by the designated airline intended or used exclusively for the operation or maintenance of the aircraft of the designated airline of that other Party in the operation of the agreed services.
2. The exemptions granted in this Article shall apply to the elements referred to in paragraph 1:
 - a) introduced into the territory of a Party by or on behalf of the designated airline of the other Party;
 - b) retained on board an aircraft of the designated airline of one Party upon arrival in or departure from the territory of the other Party
3. Scheduled air equipment as well as materials and supplies normally retained on board the aircraft of a designated airline of either Party may be unloaded in the territory of the other Party only with the approval of the customs authorities of that territory. In such a case, they may remain under the supervision of those authorities until such time as they are re-exported or have been given another destination in accordance with customs regulations.

Article 15

Taxation

1. Profits made from the operation of the aircraft of an airline designated for international air services shall be taxed in accordance with the provisions of the legislation of each country.
2. Where there is a special agreement to avoid double taxation of income and capital taxes between the Parties, the provision of the latter shall prevail.



Article 16
Capacity

1. Each Party shall allow each designated airline to determine the frequency and capacity of the international air transport it wishes to offer, on the basis of commercial market considerations.
2. Neither Party shall unilaterally limit the volume of traffic, the frequency or regularity of service, or the type or types of aircraft operated by the designated airlines of the other Party, except as necessary for customs, for technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.
3. Neither Party shall impose on the airlines of the other Party a preferential requirement, the ratio of elevation, without objection, or any other requirement with respect to capacity, frequency or traffic that would be inconsistent with the purposes of this Agreement.
4. Neither Party may require the submission of timetables. If a Party requires documents submitted for information, the administrative burdens of the filing requirements and procedures on the other Party's air transport intermediaries and designated airlines shall be minimized.

Article 17
Prices

1. Prices for international air transport services operated in accordance with this Agreement shall be freely set by the airlines and shall not be subject to approval. Parties may perhaps require that the prices charged for services originating in their territory be submitted by airlines.
2. The intervention of the Parties shall be limited to:
 - (a) prevent unjustifiably discriminatory practices or tariffs;
 - (b) protect consumers from excessively high or restrictive tariffs arising from the abuse of a dominant position;
 - (c) protect airlines from artificially low fares arising from direct or indirect government support or subsidy or from unfair competition.
3. A Party may require that the prices charged by airlines be submitted to their aviation authorities for registration purposes within a period not exceeding 15 days before the initial offer of the price, whether electronic or otherwise.
4. Each Party may request enquiry in connection with any fare of an airline of either Party for services covered by this Agreement, including where the relative fares have been subject to a notice of nonconformity. These consultations shall be held no later than 30 days after receipt of the request. If the Parties agree on a price for which a notification of nonconformity has been given, each Party shall make its best efforts to implement this existing agreement, but if no agreement is reached, the tariff in question shall enter into force or remain in force.

Article 18
Fair competition

Each designated airline shall have a fair and non-discriminatory competitive environment to operate the routes specified in this Agreement in accordance with the competition laws of the Parties.

Article 19
Currency conversion and remittances of earnings

1. The designated airlines of each of the Parties shall be free to transfer from the territory of sale to the national territory of the other Party, the excess of revenue according to the costs obtained in the territory of sale. In this net transfer, the profits from the sales will be included, and carried out directly or through an agent of the transportation services and the auxiliary and supplementary service, as well as the normal commercial interests obtained from these profits, while they are deposited waiting to be transferred.
2. Such transfers shall be without prejudice to the tax obligations in force in the territory of each of the Parties.
3. The designated airlines of each of the Parties shall receive the appropriate authorization within the regulatory deadlines for such transfers to be made in currency freely convertible at the official exchange rate in force on the date of the request.

Article 20
Codesharing and cooperative marketing agreements

1. When operating or offering authorized services on agreed routes, any designated airline of a Party may enter cooperative marketing arrangements, such as joint-ventures, capacity reservation agreements or codeshare agreements with:
 - a) an airline or airlines of either Party;
 - b) an airline or airlines of a third country; and
 - c) a ground service transport provider from any country;provided that all airlines in the same 1) have the corresponding authorization and 2) comply with the requirements that normally apply to such agreements.
2. The Parties undertake to take the necessary measures to ensure that consumers are fully informed and protected regarding to codeshare flights to or from their territory and that, as a minimum, passengers shall have the necessary information as follows:
 - (a) verbally means and, if possible, in writing at the time of booking;
 - (b) in written form, on the ticket itself and/or (if this is not possible), on the document accompanying the itinerary of the ticket or on any other document replacing the ticket, such as written confirmation, including information on who to contact in the event of a problem and a clear indication that the airline is liable in the event of damage or accident; and



(c) verbally once again by the airline's ground staff at all stages of the journey.

3. Airlines are obliged to submit, for approval, any proposed arrangements for cooperation with the aviation authorities of both Parties at least 60 days before their proposed introduction.

Article 21 Statistics

The aeronautical authorities of the Parties shall provide, on request, available periodic statistics or other similar information concerning the traffic of the agreed services.

Article 22 Registration of Schedules

1. The designated airline of each Party shall submit the scheduled flight schedules for registration prior to the aviation authorities of the other Party at least thirty (30) days prior to the operation of the agreed services. The same procedure shall apply to any modification thereof.
2. For supplementary flights that the designated airlines of a Party wish to operate on the agreed services outside the registered schedule, that airline must inform to the aviation authorities of the other Party. Such requests will generally be submitted at least three (3) business days prior to the operation of such flights.

Article 23 Multimodal Services

Each designated airline may use land means of surface transportation, in conjunction with international passenger and cargo air services, in accordance with the laws and regulations of each Party.

Article 24 Environmental Protection

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

Article 25 Consultations

1. Either Party may, at any time, request consultation in the interpretation, application, execution or modification of this Agreement or the enforcement of this Agreement.
2. Such consultations, which may be through discussion or by correspondence, shall be initiated within 60 days of the date on which the other Party receives a written request, unless otherwise agreed by the Parties.

Article 26
Solution of disputes

1. Any dispute arising between the Parties regarding the interpretation or application of this Agreement, except those that may arise in relation to Safety (Article 11) and Aviation Security (Article 12), the aviation authorities shall, in the first instance, seek to resolve them through consultations and negotiations.
2. If the Aeronautical Authorities of the Parties do not reach an agreement through consultations and negotiations, they shall try to resolve the dispute through diplomatic channels.

Article 27
Amendments

1. Either Party may at any time request consultations with the other Party in order to amend this Agreement or its Annexes. Consultations will begin within a period of sixty (60) days from the date of receipt of said request. These consultations may be carried out through meetings or by correspondence.
2. If the amendment relates to provisions of the Agreement other than the Annex, the amendment shall be approved by each Party in accordance with its legal procedures and shall enter into force upon confirmation by an exchange of diplomatic notes.
3. If the amendment refers only to the provisions of the Annex to this Agreement, it may be agreed directly between the aeronautical authorities of both Parties and will be effective from the date agreed by the aeronautical authorities.

Article 28
Multilateral Agreements

If both Parties are parties to a multilateral agreement dealing with matters covered by this Agreement, consultations shall be held to determine whether this Agreement should be revised to take account of the multilateral agreement.

Article 29
Termination

Either Party may, at any time, notify the other Party in writing, through diplomatic channels, of its intention to terminate this Agreement. This notification shall be communicated simultaneously to the ICAO. This Agreement shall end at midnight at the place of receipt of the notification, immediately before the first anniversary of the date of receipt of the notification by the other Party, unless such notification is withdrawn by mutual agreement before the end of this period. In the absence of an acknowledgement of receipt by the other Party, the notification shall be deemed to have been received fourteen (14) days following receipt of the notification by ICAO.



Article 30
Registration with the ICAO

This Agreement and any amendments will be registered with the International Civil Aviation Organization.

Article 31
Entry into force

This Agreement shall apply and enter into force thirty (30) days after both Parties have notified each other through diplomatic channels, and their constitutional procedures for the entry into force of this Agreement have been completed.

DONE at _____, in _____, in duplicate in the Spanish and English languages, all two original texts being equally authentic. In case of divergence of implementation, interpretation or application, the English text shall prevail.

For the Delegation of
Dominican Republic

For the Delegation of the
Republic of Zimbabwe



ANNEX I
Route Schedule

1. Routes to be operated by the Designated Airline(s) of the Dominican Republic:

From	Intermediate Points	To	Beyond Points
Any Point in the Dominican Republic	Any Point	Any Point in the Republic of Zimbabwe	Any point

2. Routes to be operated by the Designated Airline(s) of the Republic of Zimbabwe:

From	Intermediate Points	To	Beyond Points
Any Point in the Republic of Zimbabwe	Any Point	Any Point in the Dominican Republic	Any point

Operational Flexibility:

While operating an agreed service on a specified route, the Designated Airline(s) may on any or all flights and at the option of each airline:

- a) operate flights in either or both directions;
- b) combine different flight numbers in the operation of an aircraft;
- c) omit stopovers at any point or points, provided that the services originate or terminate at a point in the Territory of the Party designated by the Airline;
- d) transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes;
- e) provide service to points prior to any point in its territory, with or without change of aircraft or flight number and may offer and advertise such services to the public as direct services; without any directional or geographical limitation, and without loss of any right to carry traffic granted under this Agreement, provided that, (with the exception of all cargo services) the service serves a point in the territory of the Party designating the airlines.
- f) exercise 5th freedom of the air traffic rights at intermediate points or beyond;



The exercise of this 5th freedom is at the discretion of both Parties; such rights may be agreed upon by the aeronautical authorities;

- g) For full cargo services, both Parties shall benefit up to the traffic right of 7th air freedom.

Annex II
Non-Regular Operations or Charter

1. The airlines of each Party have the right to carry international passenger charter traffic (and their accompanying baggage) and/or cargo (including, but not limited to, a combination of passengers/cargo).
2. Each Party shall, subject to reciprocity, respond without delay to requests for non-scheduled or charter operations to airlines duly authorized by the other Party.
3. The provisions relating to the Application of Laws, Recognition of Certificates, Security, Aviation Security, User charges, Customs duties, Taxation, Currency conversion and remittance of profits, Ground Services, Statistics and Consultations on this Agreement, are also applicable to non-scheduled or charter flights operated by the airlines of one Party to and from the territory of the other Party.

