

RECORD OF DISCUSSIONS

1. A delegation jointly representing the Governments of Denmark, Norway and Sweden, and a delegation representing the Government of the Dominican Republic, met on 9 December 2016 at ICAN2016 in Nassau to discuss their civil aviation relations.
2. The talks were held in a very friendly and cordial atmosphere.
3. Lists of the delegations are attached as Appendices I and II.
4. The delegations agreed upon and initialled ASAs between the three Scandinavian countries, respectively, and the Dominican Republic, Appendix III, and an MoU on the cooperation regarding Scandinavian Airlines System (SAS), Appendix IV.
5. The delegations agreed that, on the basis of reciprocity, any requests from airlines of either side for the operations of non-scheduled/charter flights, would be considered positively, in accordance with the laws and regulations of each Party.
6. Upon request from the Scandinavian delegation, the delegation of the Dominican Republic accepted the insertion of a text in the draft ASA between Norway and the Dominican Republic regarding the exemption of the archipelago of Svalbard from the application of the ASA.
7. Considering that the entry into force of the ASAs and the MoU may require some time, the delegations agreed, with immediate practical effect and to the extent possible under national law, to provisionally apply, on an administrative basis, the initialled ASAs and MoU, pending the formal entry into force of the ASAs and the MoU.

Done at Nassau on 9 December 2016

For the Scandinavian delegation



Orvind Ek

For the delegation of the
Dominican Republic



Luis Ernesto Camilo

Air Services Agreement

between

the Government of the Dominican Republic

and

the Government of the Kingdom of *[Denmark/Norway/Sweden]*

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The Government of the Dominican Republic and the Government of the Kingdom of [*Denmark/Norway/Sweden*], hereinafter referred to as the “Parties”,

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, and

Desiring to conclude an Agreement for the main purpose of establishing scheduled air services between and beyond their respective territories;

Have agreed as follows:



Article 1

Definitions

1. For the purpose of this Agreement, unless the context otherwise requires:
 - (a) "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, insofar as such Annexes and amendments have been adopted by both Parties;
 - (b) "aeronautical authorities" means, in the case of the Dominican Republic, the Civil Aviation Board; and in the case of the Kingdom of *[Denmark/Norway/Sweden]*, *[the Danish Transport and Construction Agency / the Ministry of Transport and Communications / the Swedish Transport Agency]*; or in either case any body authorized to perform any particular function to which this Agreement relates;
 - (c) "designated airline" means an airline which has been designated in accordance with Article 3 of this Agreement;
 - (d) "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meaning laid down in Articles 2 and 96 of the Convention;



- (e) "territory", in relation to a State, means the land areas and territorial waters adjacent thereto and the airspace above them, under the sovereignty of that State;
- (f) "Agreement" means this Agreement, its Annex and any amendments thereto;
- (g) "Annex" means any Annex to this Agreement or as amended in accordance with the provisions of paragraph 2 of Article 17 of this Agreement. The Annex forms an integral part of this Agreement and all references to the Agreement include the Annex unless otherwise stated;
- (h) "tariff" means the prices to be paid for the carriage of passengers and baggage, and the conditions under which those prices apply, including prices and conditions for other services performed by the carrier in connection with the air transportation, and including remuneration and conditions offered to agencies, but excluding remuneration and conditions for the carriage of mail;
- (i) "user charge" means a charge made to airlines by the competent authorities or permitted by them to be made for the provision of airport property or facilities or of air navigation facilities, including related services and facilities, for aircraft, their crew, passengers and cargo; and
- (j) "EEA Member States" means Member States of the European Union (EU) and the Member States of the European Free Trade Association (EFTA) that also are Parties to the Agreement on the European Economic Area (EEA).



2. References in this Agreement to airlines of [*Denmark/Norway/Sweden*] shall be understood as referring to airlines designated by [*Denmark/Norway/Sweden*].

Article 2

Traffic Rights

1. Each Party grants to the other Party the following rights for the conduct of international air services by airlines designated by the other Party:

- (a) to fly across its territory without landing,
- (b) to make stops in its territory for non-traffic purposes,
- (c) to make stops in the said territory at the points specified in the Annex to this Agreement for the purpose of taking on board and discharging - in international traffic - passengers, cargo and mail, separately or in combination.

2. Nothing in paragraph 1 of this Article shall be deemed to confer on a designated airline of one Party the right of taking on board - in the territory of the other Party - passengers, cargo, and mail carried for remuneration or hire and destined for another point in the territory of that Party.



3. The airlines of each Party, other than those designated under Article 3, shall also enjoy the rights specified in paragraph 1 (a) and (b) of this Article.

Article 3

Designation and Authorization of Airlines

1. Each Party shall have the right to designate in writing, between the aeronautical authorities of the Parties or through diplomatic channels, to the other Party one or more airlines for the purpose of operating air services on the routes specified in the Annex and to withdraw or alter such designations.
2. On receipt of such a designation, and of applications from the designated airline, the other Party shall grant the appropriate authorizations and permissions with minimum procedural delay, provided:
- a) in the case of an airline designated by [*Denmark/Norway/Sweden*]:
- (i) it is established in the territory of [*Denmark/Norway/Sweden*] under the EU Treaties or under the Agreement on the European Economic Area, and has a valid Operating Licence in accordance with European Union law or in accordance with national law adopted under the Agreement on the European Economic Area; and
 - (ii) effective regulatory control of the airline is exercised and maintained by the European Union Member State or the EEA EFTA State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation;



- b) in the case of an airline designated by the Dominican Republic:
 - (i) it is established in the territory of the Dominican Republic and is licensed in accordance with the applicable law of the Dominican Republic; and
 - (ii) the Dominican Republic has and maintains effective regulatory control of the airline; and
 - c) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Party considering the application or applications.
3. When an airline has been so designated and authorized, it may begin to operate air services on the routes specified in the Annex provided that the airline complies with all applicable provisions of this Agreement.

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Article 4

Revocation or Suspension of Authorization

1. Either Party may revoke, suspend or limit the operating authorization or technical permissions of an airline designated by the other Party where:

a) in the case of an airline designated by [Denmark/Norway/Sweden]:

(i) it is not established in the territory of [Denmark/Norway/Sweden] under the EU Treaties or in accordance with the Agreement on the European Economic Area, or does not have a valid Operating Licence in accordance with European Union law or in accordance with national law adopted in accordance with the Agreement on the European Economic Area; or

(ii) effective regulatory control of the airline is not exercised or not maintained by the European Union Member State or the EEA EFTA State responsible for issuing its Air Operator's Certificate, or the relevant aeronautical authority is not clearly identified in the designation;

b) in the case of an airline designated by the Dominican Republic:

(i) it is not established in the territory of the Dominican Republic and is not licensed in accordance with the applicable law of the Dominican Republic; or

(ii) the Dominican Republic is not maintaining effective regulatory control of the airline;



or

- c) that airline has failed to comply with the laws and regulations of the Party granting this authorization or these permissions.

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

Article 5

Utilization of Airports and Facilities

1. Neither Party shall impose on a designated airline of the other Party user charges higher than those imposed on its own airlines operating between the territories of the Parties.
2. Airports, aviation security and other related facilities and services that are provided in the territory of one Party shall be available for use by the airline of the other Party on terms no less favourable than the most favourable terms available to any airline engaged in similar international air services at the time arrangements for use are made.



3. When operating the agreed services, the same uniform conditions shall apply to the use by the airlines of both Parties of airports as well as of all other facilities under their control.

4. Each Party shall encourage consultations on user charges between its competent charging bodies and the airlines using the services and facilities provided by those charging bodies.

Article 6

Customs Duties

1. Aircraft operated on international air services by a designated airline of either Party, as well as its regular equipment, supplies of fuel and lubricants and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes on arriving in the territory of the other Party, provided such equipment, supplies and stores remain on board the aircraft up to such time as they are re-exported.

2. With the exception of charges based on the cost of the service provided, the following items shall also be exempt from duties, fees and charges referred to in paragraph 1 of this Article:

- (a) aircraft stores, introduced into or supplied in the territory of a Party, and taken on board, within reasonable limits, for use on outbound aircraft engaged in an international air service of a designated airline of the other Party;



- (b) spare parts, including engines, introduced into the territory of a Party for the maintenance or repair of aircraft used in an international air service of a designated airline of the other Party; and
 - (c) lubricants and consumable technical supplies introduced into or supplied in the territory of a Party for use in an aircraft engaged in an international air service of a designated airline of the other Party, even when these supplies are to be used on a part of the journey performed over the territory of the Party in which they are taken on board.
3. The items referred to in paragraphs 1 and 2 of this Article may be required to be kept under the supervision or control of the appropriate authorities.
4. The exemptions provided for by this Article shall also apply in situations where a designated airline of one Party has entered into arrangements with other airlines for the loan or transfer in the territory of the other Party of the items specified in paragraphs 1 and 2 of this Article, provided such other airlines similarly enjoy such exemptions from the other Party.
5. Nothing in this Agreement shall prevent [*Denmark/Norway/Sweden*] from imposing, on a non-discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated air carrier of the Dominican Republic that operates between a point in the territory of [*Denmark/Norway/Sweden*] and another point in the territory of [*Denmark/Norway/Sweden*] or a point in the territory of another European Union Member State or EEA EFTA State.



6. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of either Party, may be unloaded in the territory of the other Party only with the approval of its customs authorities. Such items 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 regulations.

Article 7

Entry Clearance Regulations

1. Passengers in transit across the territory of either Party shall be subject to a very simplified customs and immigration control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.
2. The laws and regulations of one Party regarding entry, clearance, transit, immigration, passports, customs and quarantine shall be complied with by the designated airlines of the other Party and by or on behalf of passengers, crew, cargo and mail, upon transit of, admission to, departure from and while within the territory of such a Party.
3. Neither Party may grant any preference to any airline over a designated airline of the other Party in the application of the laws and regulations provided for in this Article.

Article 8

Capacity Provisions



1. Each Party shall allow fair and equal opportunity for the designated airlines of both Parties to compete in the international air transportation covered by this Agreement.
2. Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the airlines of the other Party.
3. Neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.
4. Neither Party shall impose on the other Party's designated airlines a first refusal requirement, uplift ratio, no-objection fee or any other requirement with respect to the capacity, frequency or traffic which would be inconsistent with the purposes of this Agreement.

Article 9

Fair Competition

1. The Contracting Parties acknowledge that it is their joint objective to have a fair and competitive environment and fair and equal opportunity for the airlines of both Contracting Parties to compete in operating the agreed services on the specified routes. Therefore, the Contracting Parties shall take all appropriate measures to ensure the full enforcement of this objective.



2. The Contracting Parties assert that free, fair and undistorted competition is important to promote the objectives of this Agreement and note that the existence of comprehensive competition laws and of an independent competition authority as well as the sound and effective enforcement of their respective competition laws are important for the efficient provision of air transport services. The competition laws of each Contracting Party addressing the issues covered by this Article, as amended from time to time, shall apply to the operation of the air carriers within the jurisdiction of the respective Contracting Party. The Contracting Parties share the objectives of compatibility and convergence of Competition law and of its effective application. They will cooperate as appropriate and where relevant on the effective application of competition law, including by allowing the disclosure, in accordance with their respective rules and jurisprudence, by their respective airline(s) or other nationals of information pertinent to a competition law action by the competition authorities of each other.

3. Nothing in this Agreement shall affect, limit or jeopardise in any way the authority and powers of the relevant competition authorities and courts of either Contracting Party (and of the European Commission), and all matters relating to the enforcement of competition law shall continue to fall under the exclusive competence of those authorities and courts. Therefore, any action taken pursuant to this Article by a Contracting Party shall be without prejudice to any possible actions taken by those authorities and courts.

4. Any action taken pursuant to this Article shall fall under the exclusive responsibility of the Contracting Parties and shall be exclusively directed towards the other Contracting Party and/or to airline(s) providing air transport services to/from the Contracting Parties. Such action shall not be subject to the dispute settlement procedure foreseen in Article 18 of this Agreement.

Unfair competition

5. Each Contracting Party shall eliminate all forms of discrimination or unfair practices which would adversely affect the fair and equal opportunity of the airlines of the other Contracting Party to compete in providing air transport services.

Public subsidies and support

6. Neither Contracting Party shall provide or permit public subsidies or support to their respective airlines if these subsidies or support would significantly and adversely affect, in an unjustified way, the fair and equal opportunity of the airlines of the other Contracting Party to compete in providing air transport services. Such public subsidies or support may include, but are not limited to: cross-subsidisation; the setting-off of operational losses; the provision of capital; grants; guarantees; loans or insurance on privileged terms; protection from bankruptcy; foregoing the recovery of amounts due; foregoing a normal return on public funds invested; tax relief or tax exemptions; compensation for financial burdens imposed by public authorities; and access on a discriminatory or non-commercial basis to air navigation or airport facilities and services, fuel, ground handling, security, computer



reservation systems, slot allocation or other related facilities and services necessary for the operation of air services .

7. When a Contracting Party provides public subsidies or support in the sense of paragraph 6 above to an airline, it shall ensure the transparency of such measure through any appropriate means, which may include requiring that the airline identifies the subsidy or support clearly and separately in its accounts.

8. Each Contracting Party shall, at the request of the other Contracting Party, provide to the other Contracting Party within a reasonable time financial reports relating to the entities under the jurisdiction of the first Contracting Party, and any other such information that may be reasonably requested by the other Contracting Party to ensure that the provisions of this Article are being complied with. This may include detailed information relating to subsidies or support in the sense of paragraph 6 above. The submission of such information may be subject to its confidential treatment by the Contracting Party requesting access to the information.

9. Without prejudice to any action undertaken by the relevant competition authority and/or court for the enforcement of the rules referred to in paragraphs 5 and 6,

a) if one Contracting Party finds that an airline is being subject to discrimination or unfair practices in the sense of paragraphs 5 or 6 above and that this can be substantiated, it may submit observations in writing to the other Contracting Party. After informing the other Contracting Party, a Contracting Party may also approach responsible government entities in the territory of the other Contracting Party, including entities at the central, regional, provincial or local level to discuss matters relating to this Article. Moreover, a Contracting Party may request consultations on this matter with the other Contracting Party with a view to solving the problem. Such consultations shall start within a period of thirty (30) days of the receipt of the request. In the meantime, the Contracting Parties shall exchange sufficient information to enable a full examination of the concern expressed by one of the Contracting Parties.

b) if the Contracting Parties fail to reach a resolution of the matter through consultations within thirty (30) days from the start of consultations or consultations do not start within a period of thirty (30) days of the receipt of the request concerning an alleged violation of paragraphs 5 or 6 above, the Contracting Party which requested the consultation shall have the right to suspend the exercise of the rights specified in this Agreement by the airline(s) of the other Contracting Party by refusing, withholding, revoking or suspending the operating authorisation/permit, or to impose such conditions as it may deem necessary on the exercise of such rights, or impose duties or take other actions. Any action taken pursuant to this paragraph shall be appropriate, proportionate and restricted with regard to scope and duration to what is strictly necessary.

Antitrust



10. Each Contracting Party shall effectively apply antitrust laws in accordance with paragraph 2, and shall prohibit airline(s):

a) in conjunction with any other airline(s) to enter into agreements, take decisions or engage in concerted practices which may affect air transport services to/from that Contracting Party and which have as their object or effect the prevention, restriction or distortion of competition. This prohibition may be declared inapplicable where such agreements, decisions or practices contribute to improving the production or distribution of services or to promoting technical or economic progress, while allowing consumers a fair share of the resulting benefit, and do not: (a) impose on the airlines concerned restrictions which are not indispensable to the attainment of these objectives; (b) afford such airlines the possibility of eliminating competition in respect of a substantial part of the services in question, and

b) to abuse a dominant position in a way which may affect air transport services to/from that Contracting Party.

11. Each Contracting Party shall entrust the enforcement of the antitrust rules referred to in paragraph 10 above exclusively to its relevant and independent competition authority and/or court.

12. Without prejudice to any action undertaken by the relevant competition authority and/or court for the enforcement of the rules referred to in paragraph 10, if one Contracting Party finds that an airline suffers from an alleged violation of paragraph 10 above and that this can be substantiated, it may submit observations in writing to the other Contracting Party. After informing the other Contracting Party, a Contracting Party may also approach responsible government entities in the territory of the other Contracting Party, including entities at the central, regional, provincial or local level to discuss matters relating to this Article. Moreover, a Contracting Party may request consultations on this matter with the other Contracting Party with a view to solving the problem. Such consultations shall start within a period of thirty (30) days of the receipt of the request. In the meantime, the Contracting Parties shall exchange sufficient information to enable a full examination of the concern expressed by one of the Contracting Parties.

13. If the Contracting Parties fail to reach a resolution of the matter through consultations within thirty (30) days from the start of consultations or consultations do not start within a period of thirty (30) days of the receipt of the request concerning an alleged violation of paragraph 10, and provided the relevant competent competition authority or court has found an antitrust violation, the Contracting Party which requested the consultation shall have the right to suspend the exercise of the rights specified in this Agreement by the airline(s) of the other Contracting Party by refusing, withholding, revoking or suspending the operating authorisation/permit, or to impose such conditions as it may deem necessary on the exercise of such rights, or impose duties or take other actions. Any action taken pursuant to this paragraph shall be appropriate, proportionate and restricted with regard to scope and duration to what is strictly necessary.



Article 10

Tariffs

1. Tariffs for international air transport operated pursuant to this Agreement shall not be required to be filed with the aeronautical authorities of either Party.
2. Without limiting the application of general competition and consumer law in each Party, intervention by the Parties may be initiated to:
 - a) prevent unreasonably discriminatory tariffs or practices;
 - b) protect consumers from tariffs that are unreasonably high or unreasonably restrictive due either to the abuse of a dominant position or to concerted practices among air carriers; and
 - c) protect airlines from tariffs that are artificially low because of direct or indirect governmental subsidy or support.

Article 11

Transfer of Earnings

Each designated airline shall have the right to convert and remit to its country on demand local revenues in excess of sums locally disbursed. Conversion and



remittance shall be permitted without restrictions at the rate of exchange applicable to current transactions which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges except those normally made according to national legislation for carrying out such conversion and remittance.

Article 12

Commercial Opportunities

1. Each Party grants to a designated airline of the other Party, on the basis of reciprocity, the right to maintain in its territory representatives including office, administrative, commercial and technical personnel as may be necessary for the requirements of the designated airline concerned.
2. The designated airlines of a Party shall have the right to engage in the sale of air transportation in the territory of the other Party, either directly or through agents. A Party shall not restrict the right of the designated airlines of the other Party to sell, and of any person to purchase, such transportation in local or in any freely convertible currency. Nor shall a Party restrict the right of a designated airline of the other Party to pay in local or in any freely convertible currency its locally incurred costs.

Article 13

Approval of Flight Schedules



1. Airlines designated by a Party shall submit their traffic programmes for approval to the aeronautical authorities of the other Party at least thirty (30) days prior to the beginning of the operation. The programme shall include in particular the timetables, the frequency of the services and the types of aircraft to be used.
2. Any alteration made in an approved air traffic programme at a later date shall also be submitted for approval.

Article 14

Aviation Safety

1. Each Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Party. Such consultations shall take place within thirty (30) days of that request.
2. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Party shall notify the other Party of those findings and the steps considered necessary to conform with those minimum standards, and that other Party shall take appropriate corrective action. Failure by the other Party to take appropriate action within fifteen (15) days or such longer period as may be agreed shall be grounds for the application of Article 4 of this Agreement.




3. Notwithstanding the obligations mentioned in Article 33 of the Convention, it is agreed that any aircraft operated by the airline or airlines of one Party on services to or from the territory of the other Party, may, while within the territory of the other Party, be made the subject of an examination by the authorized representatives of the other 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 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 Party carrying out the inspection shall, for the purposes of Article 33 of the Convention, be free to conclude that the requirements under which the certificate or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the airline or airlines of one Party in accordance with



paragraph 3 above is denied by the representative of that airline or airlines, the other 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 Party reserves the right to suspend or vary the operating authorization of an airline or airlines of the other Party immediately in the event the first 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.

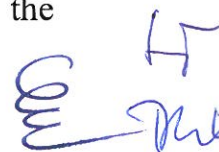
7. Any action by one Party in accordance with paragraphs 2 or 6 above shall be discontinued once the basis for the taking of that action ceases to exist.

8. Where [*Denmark/Norway/Sweden*] has designated an air carrier whose regulatory control is exercised and maintained by another European Union Member State or EEA EFTA State, the rights of the other Party under Articles 3 and 4 shall apply equally in respect of the adoption, exercise or maintenance of safety standards by that other European Union Member State or EEA EFTA State, and in respect of the operating authorisation of that air carrier.

Article 15

Aviation Security

1. Each Party reaffirms that its obligation to the other Party to protect the security of civil aviation against unlawful interference forms an integral part of this Agreement. Each Party shall in particular act in conformity with the

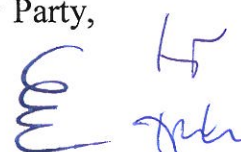


aviation security provisions of the *Convention on Offences and Certain Other Acts Committed on Board Aircraft*, signed at Tokyo on 14 September 1963, the *Convention for the Suppression of Unlawful Seizure of Aircraft*, signed at the Hague on 16 December 1970, the *Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation*, signed at Montreal on 23 September 1971, and *Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, Supplementary to the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, done at Montreal on 23 September 1971*, signed at Montreal on 24 February 1988, and any other multilateral agreement governing civil aviation security binding upon both Parties.

2. Each Party shall be provided at its request with all necessary assistance by 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 security of civil aviation.

3. The Parties shall, in their mutual relations, act in conformity with the applicable aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention. Each Party shall require that operators of aircraft of its registry or operators of aircraft having their principal place of business or permanent residence in its territory and the operators of airports in its territory act in conformity with such aviation security provisions.

4. Each Party agrees that its operators of aircraft shall be required to observe, for entry into, departure from or while within the territory of the other Party,



aviation security provisions in conformity with the law in force in that country, including, in the case of [Denmark/Norway/ Sweden], European Union law and EEA law. Each Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo, mail and aircraft stores prior to and during boarding or loading. Each Party shall also give sympathetic consideration to any request from the other Party for reasonable special security measures to meet a particular threat.

5. If 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, airport or air navigation facilities occurs, each Party shall assist the other Party by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.

6. When a Party has reasonable grounds to believe that the other Party has departed from the provisions of this Article, the first Party may request consultations. Such consultations shall start within fifteen (15) days of receipt of such a request from either Party. Failure to reach a satisfactory agreement within fifteen (15) days from the start of consultations shall constitute grounds for withholding, revoking, suspending or imposing conditions on the authorizations of the airline or airlines designated by the other Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the first Party may take interim action at any time.

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Article 16

Consultations

Either Party may at any time request consultations on the implementation, interpretation or amendment to this Agreement or compliance with the Agreement. Such consultations, which may be between aeronautical authorities, shall begin within a period of thirty (30) days from the date the other Party receives a written request, unless otherwise agreed by the Parties.

Article 17

Amendments

1. Any amendments to this Agreement agreed by the Parties shall come into force when approved in accordance with the constitutional requirements of both Parties and as confirmed by an exchange of diplomatic notes.
2. Amendments to the Annex to this Agreement may be made by direct agreement between the competent aeronautical authorities of the Parties.

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Article 18

Settlement of Disputes

1. If any dispute arises between the Parties relating to the interpretation or application of this Agreement, the Parties shall endeavour to settle it by negotiation.

2. If the Parties fail to reach a settlement of the dispute by negotiation, the dispute may at the request of either Party be submitted for decision to an arbitration of three arbitrators, one to be nominated by each Party and the third to be appointed by the two so nominated. Each of the Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Party from the other of a notice through diplomatic channels requesting arbitration of the dispute and the third arbitrator shall be appointed within a period of sixty (60) days from the date of nomination of the two other arbitrators. If either of the Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Party to appoint an arbitrator or arbitrators as the case requires. In all cases, the third arbitrator shall be a national of a third State, shall act as president of the tribunal and shall determine the place where the arbitration will be held. If the President considers that he is a national of a State which cannot be regarded as neutral in relation to the dispute, the most Senior Vice-President who is not disqualified on that ground shall make the appointment. The arbitral tribunal shall reach its decision by a majority of votes.



3. Each Party shall bear the costs of the arbitrator it has nominated as well as of its representation in the arbitral proceeding. The cost of the president and any other costs shall be born in equal parts by the Parties.

4. The Parties undertake to comply with any decision given under paragraph 2 of this Article.

5. If and as long as either Party fails to comply with any decision under paragraph 2 of this Article, the other Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement to the Party in default or to a designated airline in default.

Article 19

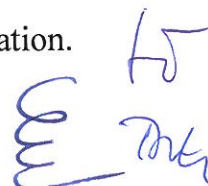
Registration

This Agreement, its Annex and any subsequent amendments thereto shall be submitted by the Parties to the International Civil Aviation Organization.

Article 20

Termination

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

Article 21

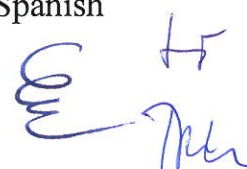
Entry into Force

This Agreement shall enter into force on the first day of the second month after the Parties have notified each other through diplomatic channels that the constitutional procedures necessary for the entry into force of this Agreement have been completed.

[For the Agreement with Norway only: Upon signature of this Agreement the Kingdom of Norway shall have the right to exempt the territory of Svalbard from the application of this Agreement.]

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

Done at _____ on _____
in duplicate in the English, *[Danish / Norwegian / Swedish]* and Spanish languages.





In the event of any divergence of interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF
THE DOMINICAN REPUBLIC

FOR THE GOVERNMENT OF
THE KINGDOM OF [DENMARK/
NORWAY/SWEDEN]




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ANNEX

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

From points in the Dominican Republic via intermediate points to points in [*Denmark/Norway/Sweden*] and points beyond.

- b) Routes to be operated by the airlines designated by the Kingdom of [*Denmark/Norway/Sweden*]:

From points in [*Denmark/Norway/Sweden*] via intermediate points to points in the Dominican Republic and points beyond.

2. Nothing will prevent a designated airline of either Party to omit serving intermediate and/or beyond points.
3. The designated airlines of both Parties are entitled to exercise full fifth freedom traffic rights on the above routes.
4. In operating or holding out services on the agreed routes, any designated airline of one Party may enter into co-operative marketing arrangements such as blocked-space or code sharing arrangements, with
 - a) an airline or airlines of either Party; and/or
 - b) an airline or airlines of a third Party. If such third Party does not acknowledge or allow comparable arrangements between the airlines of the other Party and other airlines on services to, from and via such third country, the Parties have the right not to accept such arrangements.

The above provisions are, however, subject to the following conditions:



1. The operating airline must, for a route sector to/from the territory of one of the Parties, hold route rights for that sector.
2. The operating airline or the airline holding out services under its own code on a code sharing sector must hold traffic rights for that code sharing sector.
3. All airlines must meet the requirements applied to such arrangements regarding information to customers and filing procedures.

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE KINGDOM OF DENMARK,
THE GOVERNMENT OF THE KINGDOM OF NORWAY,
THE GOVERNMENT OF THE KINGDOM OF SWEDEN
AND
THE GOVERNMENT OF THE DOMINICAN REPUBLIC
ON
THE CO-OPERATION BETWEEN THE SCANDINAVIAN
COUNTRIES
REGARDING SCANDINAVIAN AIRLINES SYSTEM (SAS)**

With reference to Article 3 of the three Air Services Agreements signed today (the Agreements) between the Government of
..... and the Governments of Denmark, Norway and Sweden regarding the designation of airlines, the Contracting Parties have agreed to the following understanding, should the three parent companies of Scandinavian Airlines System (SAS) be designated by the Kingdom of Denmark, the Kingdom of Norway and the Kingdom of Sweden, respectively:

1. Notwithstanding the provisions of Articles 3 and 4 of the Agreements, the three parent companies SAS Danmark A/S, SAS Norge AS and SAS Sverige AB, co-operating under the style of Scandinavian Airlines System (SAS), may operate services under the Agreements with aircraft, crew and equipment of any or all of the three parent companies.
2. In so far as any of the parent companies employs aircraft, crew and equipment of the other two parent companies participating in Scandinavian Airlines System (SAS), the provisions of the Agreements will apply to such aircraft, crew and equipment, as though they were the aircraft, crew and equipment of SAS Danmark A/S, SAS Norge AS or SAS Sverige AB respectively.

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In this event the competent Danish, Norwegian or Swedish authorities and the respective parent company will accept full responsibility under the Agreement for such aircraft, crew and equipment.

Done at on in
quadruplicate in the English language.

For the Government of
the Kingdom of Denmark:

.....

For the Government of
.....

.....


For the Government of
the Kingdom of Norway:

.....

For the Government of
the Kingdom of Sweden:

.....



Appendix I

THE SCANDINAVIAN DELEGATION

| | |
|-------------------------------|--|
| Mr. Øyvind Ek | Head of Delegation, Deputy Director General, Ministry of Transport and Communications, Norway |
| Ms. Ann-Kristin Hanssen | Senior Adviser, Ministry of Transport and Communications, Norway |
| Mr. Niels Remmer | Director, Danish Transport and Construction Agency, Denmark |
| Mr. Thorkild Saxe | Senior Adviser, Danish Transport and Construction Agency, Denmark |
| Mr. Lars Österberg | Senior Adviser, Ministry of Enterprise and Innovation Sweden |
| Ms. Susanne Aristegui Adolphi | Senior Adviser, Swedish Transport Agency, Sweden |

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Appendix II

THE DELEGATION OF THE DOMINICAN REPUBLIC

Head of Delegation

Lic. Luis Ernesto Camilo
President to the Board Civil Aviation

Members

Lic. Radhamés Martínez Aponte,
Member of the Civil Aviation Board
Representative of the Ministry of Tourism

Lic. José Valdez, Miembro JAC,
Legal Director
Member of the Civil Aviation Board
Representative of the Civil Aviation Authority

Lic. Pablo Lister Marín,
Secretary to the Civil Aviation Board

Dra. Bernarda Franco Candelario,
Head of the Air Transport Department
Civil Aviation Board

Lic. Jorge Peña Mendoza,
Head of the Legal Department

Lic. Pura Coplin
Legal Translator