

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE AERONAUTICAL AUTHORITIES OF

THE GOVERNMENT OF THE DOMINICAN REPUBLIC

AND

THE GOVERNMENT OF THE HELLENIC REPUBLIC

Delegations representing the Aeronautical Authorities of the Government of the Dominican Republic and the Government of the Hellenic Republic held discussions in Kuala Lumpur, Malaysia, on 23rd of October 2024, during the ICAO Air Services Negotiation Event (ICAN 2024), in order to initial an Air Services Agreement between their respective countries.

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

The discussions were held in a friendly and cordial atmosphere and both delegations stressed their interest in expanding mutual relations in the field of air transport. The following understanding has been reached:

1. Air Services Agreement

The two delegations mutually consented and initialed the text of the Air Services Agreement, which is attached as **Appendix II**, except the text for the definitions of "territory" and "sovereignty", which is put into brackets and italics and will be subjected to internal consultations by the competent authorities of both countries.

Once an agreement is reached regarding the texts of the two definitions, the two delegations confirmed that they would recommend to their respective Governments the signing of the Air Services Agreement (hereinafter referred as 'the Agreement') and endeavour to complete the relevant internal legal procedures for its entry into force, in conformity with Article 21. In the case of the Hellenic Republic its obligations arising from its membership to the European Union shall be respected.

2. Route Schedule

The designated airlines of each contracting Party shall have the right to operate on the routes specified in the Annex of the "Agreement", which is depicted as follows:

Schedule I

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

Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Points in Dominican Republic	Any Points	Points in Greece	Any Points

Schedule II

Routes to be operated by the designated airlines of the Hellenic Republic:

Points of Origin	Intermediate Points	Points of Destination	Points Beyond
Points in Greece	Any Points	Points in Dominican Republic	Any Points

Notes:

1. Intermediate points and points beyond the Contracting Parties may be omitted on any section
2. Intermediate points and points beyond shall be served by the airlines of Contracting Parties without exercise of traffic rights between points in the territory of third countries and points in the territory of the other Contracting Party.
3. The right of the designated airline of the one Contracting Party to operate flights for the carriage of passengers, baggage, cargo and mail between the points in the territory of the other Contracting Party and any points in the territory of third



countries (5th freedom traffic rights) shall be subject to a separate agreement between the Aeronautical Authorities of the Contracting Parties.

3. Capacity and Frequencies

3.1. Passenger Services

Both delegations agreed that the designated airlines of both Contracting Parties shall be entitled to operate up to seven (7) weekly frequencies, for passenger services on the specified routes as stipulated on the route schedule in par. (2) above, using any type of aircraft for 3rd and 4th freedom traffic rights.

3.2. All cargo Services

Both delegations agreed that the designated airlines of both Contracting Parties shall be entitled to operate unrestricted all-cargo services on the specified routes as stipulated on the route schedule in par. (2) above, using any type of aircraft for 3rd, 4th and 5th freedom traffic rights.

4. Fifth freedom traffic rights

The exercise of fifth freedom traffic rights may be as agreed upon by the Aeronautical Authorities of the two Contracting Parties.

5. Non-scheduled operations

The two delegations agreed that the airlines of both Contracting Parties shall have the right to operate non-scheduled services in accordance with the relevant regulations in force in each Contracting Party.

6. Code-sharing provision

In operating or holding out the authorised services on the agreed routes, any designated airline of each Contracting Party may enter into cooperative marketing arrangements such as joint venture, code sharing and blocked-space with:

- an airline(s) of the either Contracting Party, and
- an airline(s) of a third country



provided that all airlines in such arrangements hold the appropriate authority to operate on the routes and segments concerned and meet the requirements normally applied to such arrangements; such as protection of and information to passengers for liability.

Each airline involved in code-sharing arrangements shall make clear to the purchasers 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 contractual relationship.

Each code-sharing frequency operated by the designated airlines of either party will count as (1) frequency, whereas the code sharing services of the marketing carrier will not be counted as frequencies.

Code-sharing arrangements shall be subject to approval of the appropriate authorities before implementation.

7. Leasing

The designated airlines of each contracting party shall be entitled to provide the agreed services using aircraft leased with or without crew from any airline, including from third countries, provided that the participants in such arrangements meet the conditions prescribed under the laws and regulations normally applied by the Contracting Parties to such arrangements, all necessary approvals have been issued before the intended operations and they comply with article 7 and Article 8 of the initialed Agreement. Neither Contracting Party shall require the airlines leasing out their equipment to hold traffic rights under the Agreement. The leasing with crew (wet leasing) of an aircraft of an airline of a third country, by the designated airlines of each Contracting Party, in order to exploit the rights, set out in the Agreement, shall remain exceptional or meet temporary needs, provided that the airline of such third country is not prohibited to operate in the European Union and or/Dominican Republic. It shall be submitted for prior approval to competent authorities of both the lessor and the lessee and to the competent authority of the other Contracting Party to where it is intended to operate the wet-leased aircraft.

8. Ground Handling

Subject to the laws and regulations of each contracting Party, including, in the case of the Hellenic Republic, European Union law, each designated airline shall have, in the territory of the other Contracting Party, the right to perform its own ground handling ("self-handling") or,



as its option, the right to select among competing suppliers that provide ground handling services in whole or in part. Where such laws and regulations limit or preclude self-handling and there is no effective competition between suppliers that provide ground handling services, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

7. Entry into force

The provisions of this Memorandum of Understanding shall enter into force from the date of its signature.

Signed in Kuala Lumpur, on 23 October 2024, in two original copies in the English language.

For the Delegation of
the Government of
the Dominican Republic



Hector Porcella Dumas

For the Delegation of
the Government of
the Hellenic Republic



Dimitrios Roupakias

APPENDIX I

DELEGATION OF THE HELLENIC REPUBLIC

HEAD OF DELEGATION

Mr. Dimitrios Roupakias

Director

Economic Oversight Division, HCAA

DELEGATES

Ms. Efstathia Tsiouri

Head

Bilateral Air Transport Agreements,
International Affairs & PSOs Section, HCAA

Ms. Angeliki Oikonomou

Bilateral Air Transport Agreements,
International Affairs & PSOs Section, HCAA

Ms. Chryssi Chantziara

Bilateral Air Transport Agreements,
International Affairs & PSOs Section, HCAA



DELEGATION OF THE DOMINICAN REPUBLIC

HEAD OF DELEGATION

Mr. Hector Porcella Dumas
President of the Civil Aviation Board
Alternate Permanent Representative of the
Dominican Republic to ICAO.

DELEGATES

Ambassador Julio Pena
Permanent Representative of the Dominican
Republic to ICAO.

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

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

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



APPENDIX II

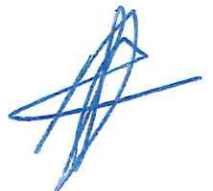
AIR SERVICES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE HELLENIC REPUBLIC

AND

THE GOVERNMENT OF DOMINICAN REPUBLIC



PREAMBLE

The Government of the Hellenic Republic

and

The Government of the Dominican Republic

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago, on 7th day of December 1944;

Being equally desirous to conclude an Agreement for the purpose of establishing and operating scheduled air services between and beyond their respective territories;

Considering the commitments of the Hellenic Republic arising from its membership in the European Union.

Have agreed as follows:



Article 1
Definitions

For the purpose of the present Agreement, unless otherwise stated, the term:

- a. "Aeronautical Authorities" means, in the case of the Hellenic Republic, the Governor of the Civil Aviation Authority and any person or body authorised to perform any functions at present exercised by the said Authority or similar functions and, in the case of Dominican Republic, the Civil Aviation Board, and any person or body authorised to perform any functions at present exercised by the said Organization or similar functions.
- b. "The Convention" means the Convention on International Civil Aviation, opened for signature at Chicago, on the seventh day of December, 1944, and includes:
 - (i) any amendment thereto which has entered into force under Article 94 (a) thereof and has been ratified by both Contracting Parties; and
 - (ii) any Annex or any amendments thereto adopted under Article 90 of that Convention, insofar as such amendment or Annex is at any given time effective for those Contracting Parties.
- c. "Agreement" means this Agreement, the Annex attached thereto, and any Protocols or similar documents amending the present Agreement or the Annex.
- d. "Designated airline" means, an airline which has been designated and authorised in accordance with the provisions of Article 3 (Designation and Authorisations) of the present Agreement.
- e. "Agreed services" means scheduled air services on the routes specified in the Annex to this Agreement for the transport of passengers, cargo and mail, separately or in combination.
- f. "Capacity" in relation to an aircraft means, the payload of that aircraft available on a route or section of a route and the term "capacity" in relation to "an agreed service" means, the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period and a route or section of a route.
- g. *[In the case of the Hellenic Republic, the terms "Territory" and "Sovereignty" in relation to the State shall be applied as described in Articles 1 and 2 of the Convention.*

Likewise, in the case of the Dominican Republic, the terms "Territory" and "Sovereignty" in relation to the State shall be applied as described in Articles 2 and 1 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".]

- h. "Air service", "international air service", "airline" and "stop for non-traffic purposes" shall have the meanings respectively assigned to them in Article 96 of the Convention.
- i. "Tariff" means the price to be charged 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 performed by the carrier in connection with the air transportation but excluding remuneration and conditions for the carriage of mail.
- j. "User charge" means a charge made to airlines for the provision of airport, air navigation or aviation security property or facilities.
- k. References to nationals of the Hellenic Republic of shall be understood as referring to nationals of European Union Member States.
- l. References to airlines of the Hellenic Republic of shall be understood as referring to airlines designated by the Hellenic Republic.
- m. References to the "EU Treaties" shall be understood as referring to the Treaty on European Union and the Treaty on the functioning of the European Union.

It is understood that the titles given to the Articles of the present Agreement do in no way restrict or extend the meanings of any of the provisions of the present Agreement.

Article 2 Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the conduct of scheduled international air services by the designated airline of the other Contracting Party as follows:
 - a) To fly, without landing, across the territory of the other Contracting Party;
 - b) To make stops in the said territory for non-traffic purposes and
 - c) To make stops in the said territory at the points on the routes specified in the Route Schedule annexed to this Agreement for the purpose of taking on board and discharging international traffic in passengers, cargo and mail, separately or in combination.
2. Nothing in the provisions of paragraph (1) shall be deemed to confer on the airline of one Contracting Party the right to take on board, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of the other Contracting Party.

Article 3
Designation and Authorisations

1. Each Contracting Party shall have the right to designate, and inform, through diplomatic channels the other Contracting Party, one or more airlines for the purpose of operating the agreed services on the specified routes, and to withdraw or alter such designations.
2. On receipt of such a designation the other Contracting Party shall grant the appropriate authorisations and permissions with the minimum procedural delay, provided:
 - a) in the case of an airline designated by the Hellenic Republic:
 - i) it is established in the territory of the Hellenic Republic under the EU Treaties and has a valid Operating Licence in accordance with European Union law; and
 - ii) effective regulatory control of the airline is exercised and maintained by the European Union Member State responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation;
 - b) in the case of an airline designated by the Dominican Republic:
 - i) it is established in the territory of Dominican Republic and is licensed in accordance with the applicable law and regulations of Dominican Republic; and
 - ii) Dominican Republic has and maintains effective regulatory control of the designated airline; and is responsible for issuing its Air Operator's Certificate and the relevant aeronautical authority is clearly identified in the designation;
 - c) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied – in conformity with the provisions of the Convention – to the operation of international air services by the Contracting Party receiving the designation.
3. On receipt of the operating authorisation of paragraph (2), a designated airline may at any time begin to operate the agreed services for which it is so designated, provided that the airline complies with the applicable provisions of this Agreement.

Article 4
Suspension and Revocation

1. Either Contracting Party may revoke, suspend or limit the operating authorisation or technical permissions of an airline designated by the other Contracting Party, where:
 - a) in the case of an airline designated by the Hellenic Republic:

- i) it is not established in the territory of the Hellenic Republic under the EU Treaties or does not have a valid Operating Licence in accordance with European Union law; or
 - ii) effective regulatory control of the airline is not exercised or not maintained by the European Union Member 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 Dominican Republic:
 - i) it is not established in the territory of the Dominican Republic and is not licensed in accordance with the applicable law and regulations of Dominican Republic; or
 - ii) effective regulatory control of the airline is not exercised or not maintained by the aviation civil authorities of the Dominican Republic.
 - c) such airline is unable to prove that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied in conformity with the Convention to the operation of international air services by the Contracting Party receiving the designation; or
 - d) the airline fails to comply with the laws and/or regulations of the Contracting Party granting these rights; or
 - e) the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.
2. Unless immediate revocation or suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws and/or regulations, such right shall be exercised only after consultation with the other Contracting Party, in conformity with Article 16 (Consultations and Modifications) of this Agreement.
3. This Article does not limit the rights of either Contracting Party to suspend, revoke, limit or impose conditions on the operating authorisation of an airline of the other Contracting Party in accordance with the provisions of Article 7 (Aviation Safety Provisions), Article 8 (Aviation Security) and Article 11 (Fair Competition).

Article 5
Applicability of laws and regulations

1. The laws, regulations and procedures of one Contracting Party relating to entering into, remaining in or departing from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft shall be complied with by the designated airline of the other Contracting Party upon entrance into, while within and departure from the said territory.

2. The laws and regulations of one Contracting Party respecting entry, clearance, staying or transit, emigration or immigration, passports, customs and quarantine shall be complied with by the designated airline of the other Contracting Party and by or on behalf of its crew, passengers, cargo and mail upon transit of, admission to, while within and departure from the territory of such Contracting Party.
3. Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of the airport reserved for such purpose shall only be subject to a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

Article 6
Recognition of Certificates and Licences

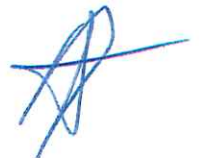
1. Certificates of airworthiness, certificates of competency and licences issued or validated in accordance with the laws and regulations of one Contracting Party, including in the case of the Hellenic Republic the laws and regulations of the European Union, and unexpired shall be recognised as valid by the other Contracting Party, for the purpose of operating the agreed services, provided always that the requirements under which such certificates or licences were issued or validated are equal or above the minimum standards established under 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) above, 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 16 (Consultations and Modifications) 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 4 (Suspension and Revocation) of this Agreement.

Article 7
Aviation Safety Provisions

1. Each Contracting Party may request consultations at any time concerning safety standards maintained in respect of an airline designated by the other Contracting Party in any area relating to aircrew, aircraft or their operation. Such consultations shall take place within thirty (30) days of that request.
2. If, following such consultations, one Contracting Party finds that the safety standards in the areas referred to in paragraph (1) that are at least equal to the

minimum standards established at that time pursuant to the Convention, are not being effectively maintained and administered in respect of airlines designated by the other Contracting Party, the first Contracting Party shall notify the other Contracting Party of those findings and the steps considered necessary to conform with the ICAO Standards and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting 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 (Suspension and Revocation) of this Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any aircraft operated by or on behalf of the designated airline or airlines 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 authorised representatives of the other Contracting Party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this Article called "ramp inspection"), provided this does not lead to unreasonable delay.
4. If any 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 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 licences in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant 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 Contracting Party in accordance with paragraph (3) above is denied by the representative of that airline or airlines, the other Contracting Party shall be free to infer those serious concerns of the type referred to in paragraph (4) above arise and draw the conclusions referred in that paragraph.
6. Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.
7. Any action by one Contracting Party in accordance with paragraphs (2) or (6) above shall be discontinued once the basis for the taking of that action ceases to exist.



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

Article 8
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 the generality of 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, 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 Marking of Plastic Explosives for the Purpose of Detection, done at Montreal on 1 March 1991, as well as with any other convention and protocol relating to the security of civil aviation which both Contracting Parties adhere to.
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 on International Civil Aviation to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft which have their principal place of business or permanent residence in the territory of the Contracting Parties or, in the case of the Hellenic Republic, operators of aircraft which are established in its territory under the Treaty establishing the European Union and have valid Operating Licences in accordance with European Union law, and the operators of airports in their territory act in conformity with such aviation security provisions.
4. Each Contracting Party agrees that its operators of aircraft shall be required to observe, for departure from or while within the territory of the other Contracting Party, aviation security provisions in conformity with the law in force in that country, including, in the case of the Hellenic Republic, European

Union law. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to screen passengers and their carry-on items and to carry out appropriate checks on crew, 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.

5. 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 incident or threat thereof.

Article 9 Commercial Opportunities

1. The designated airline of one Contracting Party shall have the right to maintain its own representation in the territory of the other Contracting Party.
2. The designated airline of one Contracting Party may, in accordance with the laws and regulations of the other Contracting Party relating to entry, residence and employment, 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. In case of nomination of a general agent or a general sales agent, this agent shall be appointed in accordance with the relevant applicable laws and regulations of each Contracting Party.
4. Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly or through its agents and any person shall be able to purchase such transportation in accordance with the relevant applicable laws and regulations.
5. Each Contracting Party shall grant, to the designated airline of the other Contracting Party, the right to transfer to its country on demand, in accordance with the foreign exchange regulations in force, the excess of receipts over expenditure achieved in connection with the carriage of passengers, cargo and mail on the agreed services in the territory of the other Contracting Party. If one Contracting Party imposes restrictions on the transfer of the excess of receipts achieved by the designated airline of the other Contracting Party, the other Party will also have the right to impose the same restrictions to the other Contracting Party's airline.
6. In operating or holding out the authorised services on the agreed routes, any designated airline of one Contracting Party may enter into cooperative marketing arrangements such as joint venture, blocked space or code-sharing arrangements, with an airline or airlines of either Contracting Party and an airline or airlines of a third country, provided that all airlines in such

arrangements hold the appropriate authority to operate on the routes and segments concerned and meet the requirements normally applied to such arrangements; such as protection and information to passenger for liability. Each airline involved in code-sharing arrangements shall make clear to the purchasers 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. Each code-sharing frequency operated by the designated airlines of either country will count as one (1) frequency, whereas the code-sharing services of the marketing carrier will not be counted as frequencies. Code-sharing arrangements shall be subject to approval of the appropriate authorities before implementation.

7. The designated airlines of each Contracting Party shall be entitled to provide the agreed services using aircraft leased with or without crew from any airline, including from third countries, provided that all participants in such arrangements meet the conditions prescribed under the laws and regulations normally applied by the Contracting Parties to such arrangements, all necessary approvals have been issued before the intended operations and they comply with Article 7 and Article 8 of this Agreement. Neither Contracting Party shall require the airlines leasing out their equipment to hold traffic rights under this Agreement. The leasing with crew (wet-leasing) of an aircraft of an airline of a third country, by the designated airlines of each Contracting Party, in order to exploit the rights set out in this Agreement, shall remain exceptional or meet temporary needs, provided that the airline of such third country is not prohibited to operate in the European Union and/or in the territory of the Dominican Republic. It shall be submitted for prior approval to competent authorities of both the lessor and the lessee and to the competent authority of the other Contracting Party to where it is intended to operate the wet-leased aircraft.
8. Subject to the laws and regulations of each Contracting Party, including, in the case of the Hellenic Republic, European Union law, each designated airline shall have, in the territory of the other Contracting Party, the right to perform its own ground handling ("self-handling") or, at its option, the right to select among competing suppliers that provide ground handling services in whole or in part. Where such laws and regulations limit or preclude self-handling and where there is no effective competition between suppliers that provide ground handling services, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers.

Article 10

Exemption from customs duties and taxation

1. Each Contracting Party shall, on the basis of reciprocity, exempt the designated airline of the other Contracting Party under its relevant applicable



legislation from import restrictions, customs duties, other taxes, excise duties inspection fees and other national duties and charges on aircraft, fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular aircraft equipment, aircraft stores and other items intended for use or used solely in connection with the operation or servicing of aircraft of the designated airline of such other Contracting Party operating the agreed services, as well as the ground equipment introduced in the territory of either Contracting Party in order to be used in the offices of the designated airline within the limits of the international airports to which the designated airline operate, ticket stock, air way bills, any printed material which bears the insignia of the company printed thereon and usual publicity material distributed without charge by that designated airline under its relevant applicable law.

2. The exemptions granted by this Article shall apply to the items referred to in paragraph (1):
 - a) introduced in the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party;
 - b) retained on board aircraft of the designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party;
 - c) taken on board aircraft of the designated airline of one Contracting Party in the territory of the other Contracting Party and intended for use in operating the agreed services;whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption, provided that the ownership and/or use of such items is not transferred in the territory of the said Contracting Party without the payment of the relevant customs duties and taxes.
3. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the Customs Authorities of that Contracting Party. In such case, they may be placed under supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with the customs provisions in force.
4. Nothing in this Agreement shall prevent the Hellenic Republic from imposing, on a non- discriminatory basis, taxes, levies, duties, fees or charges on fuel supplied in its territory for use in an aircraft of a designated airline of the other Contracting Party that operates between a point in the territory of the Hellenic Republic and another point in the territory of the Hellenic Republic or in the territory of another European Union Member State.

Article 11
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 17 (Settlement of Disputes).

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 12
User Charges

Each of the Contracting Parties may impose or permit to be imposed just and reasonable charges for the use of airports and other facilities under its control.

Each of the Contracting Parties agree, however, that such charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

Article 13
Capacity Regulations and Approval of Timetables

1. The designated airlines of the Contracting Parties shall be afforded fair and equal opportunity to compete in operating the agreed services on the specified routes.
2. Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination and anti-competitive or predatory practices in the exercise of the rights set out in this Agreement.
3. The agreed services provided by the designated airlines of the Contracting Parties shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for carriage of passengers, cargo and mail between the territory of the Contracting Party designating the airline and the territory of the other Contracting Party.
4. Provision for the carriage of passengers, cargo and mail both taken on board and discharged at points on routes to be specified in the territories of states other than that designating the airline shall be agreed upon between the two Contracting Parties.
5. The capacity to be provided including the frequency of services and the type of aircraft to be used by the designated airlines of the Contracting Parties on the agreed services shall be agreed upon by the Aeronautical Authorities.
6. In case of disagreement between the Contracting Parties, the issues referred to in paragraph (5) above shall be settled in accordance with the provisions of Article 16 (Consultations and Modification) of this Agreement. Until such agreement has been reached, the capacity provided by the designated airlines shall remain unchanged.
7. The designated airlines of each Contracting Party shall submit for approval to the Aeronautical Authorities of the other Contracting Party not later than thirty days prior to the introduction of services on the specified routes the flight timetables. This shall, likewise, apply to later changes. In special cases, this time limit may be reduced subject to the approval of the said Authorities.

Article 14
Air Transport Tariffs

1. The tariffs in respect of international air services operated to/from/through the territory of either Contracting Party shall be established by the designated airlines at reasonable levels, due regard being paid to all relevant factors, including cost of operation, reasonable profit.
2. The tariffs established under paragraph (1) above shall not be required to be filed by the designated airlines of one Contracting Party with the aeronautical authorities of the other Contracting Party. Notwithstanding this, each Contracting Party shall have the right to intervene so as to:
 - a) prevent unreasonably discriminatory prices or practices;
 - b) protect consumers from prices that are unduly high or restrictive due to the abuse of a dominant position; and
 - c) protect airlines from prices that are artificially low due to subsidy or support.
3. For the purposes set out in paragraph (2) of this Article, the Aeronautical Authorities of one Contracting Party may require the designated airlines of the other Contracting Party to provide information relating to the establishment of the tariffs.
4. If one Contracting Party believes that the tariff charged by designated airlines of the other Contracting Party is inconsistent with the considerations set forth in paragraph (2) of this Article, it shall notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible and request consultations which shall be held not later than thirty (30) days after receipt of the request. If the Contracting Parties reach an agreement with respect to the tariff for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. In the absence of such an agreement, the previously existing tariff shall continue to be in effect.

Article 15
Supply of Statistics

The Aeronautical Authorities of either Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party, at their request, such information and statistics relating to the traffic carried on the agreed services by the designated airline of the first Contracting Party to and from the territory of the other Contracting Party as may normally be prepared and submitted by the designated airlines to their National Aeronautical Authorities. Any additional statistical traffic data which the Aeronautical Authorities of one Contracting Party may desire from the Aeronautical Authorities of the other Contracting Party shall, upon request, be a subject of mutual discussion and agreement between the two Contracting Parties.

Article 16
Consultations and Modifications

1. Each Contracting Party or its Aeronautical Authorities may at any time request consultations with the other Contracting Party or with its Aeronautical Authorities.
2. A consultation requested by one of the Contracting Parties or their Aeronautical Authorities shall begin within a period of sixty (60) days from the date of receipt of the request.
3. Any amendment to this Agreement, agreed as a result of such consultations, shall enter into force in accordance with the provisions of Article 21 (Entry into Force) thereof.
4. Notwithstanding the provisions of paragraph (3), modifications to the route schedule annexed to this Agreement may be agreed directly between the Aeronautical Authorities of the Contracting Parties. They shall enter into force after having been confirmed by an exchange of diplomatic notes.

Article 17
Settlement of Disputes

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement and its Annex, the Contracting Parties shall in the first-place endeavor to settle it by negotiations.
2. If the Contracting Parties fail to reach a settlement pursuant to paragraph (1) above within a period of twelve (12) months, the dispute may be referred by mutual agreement of the Contracting Parties to a Tribunal of three arbitrators. Each of the Contracting Parties shall nominate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other of a notice, through diplomatic channels, requesting arbitration of the dispute by such a Tribunal and the two arbitrators so appointed shall designate by common agreement the third arbitrator, who shall be the President of the Tribunal within a further period of sixty (60) days. If either of the Contracting Parties fails to nominate its arbitrator within the period specified or if the third arbitrator has not been nominated within the period specified, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators as the case may require; provided that if the President of the Council of the International Civil Aviation Organization is a national of either Contracting Party, the senior Vice-President of the Council or if he is such a national, the Senior Member of the Council who is not such a national may be requested to make the appointments as the case may be. The third arbitrator, however, shall be a national of a third state and shall act as the President of the Tribunal and shall determine the place where arbitration will be held.
3. The Tribunal shall determine its own procedures.

4. The expenses of the Tribunal shall be shared equally between the Contracting Parties.
5. The Tribunal shall reach its decision by a majority of votes. The Contracting Parties undertake to comply with any decision delivered in application of the present Article.
6. If and so long as either Contracting Party or its designated airline fail to comply with a decision given under paragraph (2) of this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of this Agreement.

Article 18 Termination

Either Contracting Party may at any time give written notice, through diplomatic channels, to the other Contracting Party of its intention to terminate this Agreement; such notice shall simultaneously be communicated to the International Civil Aviation Organization.

In such case the Agreement shall terminate 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 fourteen (14) days after the receipt of the notice by the International Civil Aviation Organization.

Article 19 Conformity with Multilateral Conventions

If both Contracting Parties become parties to a multilateral agreement that addresses matters covered by this Agreement, they shall consult to determine whether this Agreement should be revised to take into account the multilateral agreement.

Article 20 Registration

This Agreement, its Annex and all amendments thereto shall be registered with the International Civil Aviation Organization by *(name of the registering Party)*.....

Article 21 Entry into Force

This Agreement shall enter into force on the date of the exchange, through diplomatic channels, of written notifications between the Contracting Parties informing each other of the completion of their relevant internal legal procedures necessary to this end.



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

Done at in two originals, this *(date)* day of *(month)* ,.....(20...) in the Greek, Spanish and English languages, all three texts being equally authentic.

In case of divergence of interpretation, the English text shall prevail.

**For the Government of
the Hellenic Republic**

**For the Government of
the Dominican Republic**



A N N E X

ROUTE SCHEDULE

SCHEDULE I

Routes to be operated by the designated airline(s) of the Hellenic Republic:

Points of Origin	Intermediate Points	Points of Destination	Beyond Points
Points in Greece	Any Points	Points in the Dominican Republic	Any Points

SCHEDULE II

Routes to be operated by the designated airline(s) of the Dominican Republic

Points of Origin	Intermediate Points	Points of Destination	Beyond Points
Points in Dominican Republic	Any Points	Points in Greece	Any Points

Notes:

1. Intermediate points and points beyond the Contracting Parties may be omitted on any section.
2. Intermediate points and points beyond shall be served by the airlines of Contracting Parties without exercise of traffic rights between points in the territory of third countries and points in the territory of the other Contracting Party.
3. The right of the designated airline of one Contracting Party to operate flights for the carriage of passengers, baggage, cargo and mail between the points in the territory of the other Contracting Party and points in the territory of third countries (5th freedom traffic rights) shall be subject to a separate agreement between the Aeronautical Authorities of the Contracting Parties.