

MEMORANDUM OF UNDERSTANDING

The Delegations representing the Civil Aviation Authorities of the Sultanate of Oman and the Republic of El Salvador, met in Bogotá, Colombia during the ICAN 2021 - event organised by ICAO, on 7th December 2021, to initiate a Bilateral Air Transport Agreement and to negotiate the operating rights and other related matters.

The lists of the Members of the two Delegations are as **Appendix (1)**.

As a result of these discussions, which were held in a cordial and friendly atmosphere, the two Delegations have agreed the following:

1. TEXT OF THE AIR TRANSPORT AGREEMENT (ATA):

The text of the ATA (Air Transport Agreement) and its Annex, attached hereto as **Appendix (2)**, was agreed, and initialized by the Heads of both Delegations.

As from the date of signature of this Memorandum of Understanding and until the ATA and its Annex enter into force, the two Delegations agree to apply the principles included therein, on a provisional basis and within the scope of their administrative competences.

Both Delegations undertook to advise their respective Authorities to begin the internal legal procedure conducive to an early signature, and completion of their respective constitutional /legal requirements, for the entry into force of the ATA, as soon as possible.

2. DESIGNATION OF AIRLINES:

The Civil Aviation Authority of the Republic of El Salvador accepts Oman Air and Salam Air as the designated airlines of the Government of the Sultanate of Oman.

The Civil Aviation Authority of the Republic of El Salvador will advise the Civil Aviation Authority of the Sultanate of Oman their designated airlines in due course.

3. CAPACITY AND FREQUENCIES:

Both Delegations agreed that the designated airlines of each Party will be permitted to operate unlimited weekly frequencies for passengers, cargo or in combination services with third and fourth freedom traffic rights, in each direction on their respective routes with any type of aircraft.



4. FIFTH FREEDOM TRAFFIC RIGHTS:

The designated airlines of each Party will exercise full fifth freedom rights for intermediate and beyond points for all passengers, cargo, and combination services on the specified routes in the Annex to the Agreement.

5. SEVENTH FREEDOM TRAFFIC RIGHTS:

The designated airlines of each Party will be permitted to exercise full 7th freedom traffic rights for cargo services only.

6. CODE-SHARING:

6.1 In operating or holding out the authorized Air services on the specified agreed routes, any designated airline of one Party may enter into co-operative marketing arrangements such as code-share or any commercial arrangements with:

- a) An airline or airlines of the same Party;
- b) An airline or airlines of the other Party; and
- c) An airline or airlines of a third country, provided that such third country authorizes or allows comparable arrangements between the airlines of the other Party and other airlines on services to, from and via such third country.

6.2 The above provisions are, however, subject to the condition that all airlines in such arrangements hold the appropriate authorization (traffic rights).

6.3 The code-sharing airlines are required to submit proposed code-sharing arrangements to the Aeronautical Authorities of both Parties for approval at least fifteen (15) days before their proposed introduction.

6.4 Each airline involved in code-sharing arrangements pursuant to this paragraph must, in respect of any ticket sold by it:

- a) Make it clear to the purchaser at the point of sale, which airline or airlines will actually operate each sector of the services and with which airline or airlines the purchaser is entering into a contractual relationship.
- b) Meet the requirements, normally, applied to such arrangements by the Aeronautical Authorities of both Parties, especially those related to the protection and information to passengers and liability.

7. CHARTER SERVICES:

Both Delegations agreed that the airlines of both Parties may operate charter flights between the territories of their respective countries provided that such

services fully comply with the laws, rules and regulations enforced by each Party and according to the standards and experience recommended by ICAO.

8. AVOIDANCE OF DOUBLE TAXATION:

Both Delegations agreed to recommend to their respective authorities to enter into an Agreement for avoidance of double taxation on the air transport revenue of the designated airlines and on the employment income of their expatriate staff.

9. FLIGHT SAFETY AND AVIATION SECURITY:

Both delegations agreed that the flights operated by the designated airlines will be carried out in accordance with the laws and regulations in the areas of flight safety and aviation security.

Moreover, both parties agreed to respect the standards recommended by the ICAO, in accordance with Article 37 of the International Civil Aviation Convention.

10. AUTHORIZATIONS:

To make the agreed rights effective, the airlines designated by the contracting parties must obtain authorizations from the Aeronautical Authorities subject to their respective legislation.

11. ENTRY INTO EFFECT:

Both Delegations agreed that this Memorandum of Understanding will become effective upon the date of its signature.

Signed in Bogotá, Colombia on 7th December 2021.

For the Civil Aviation Authority of the
Sultanate of Oman:

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Mr. Salim Hamed Said Al Husaini
Head of the Omani Delegation

For the Civil Aviation Authority of
The Republic of El Salvador:

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Ing. Jorge Alberto Puquirre
Head of the El Salvador Delegation

DELEGATION OF THE SULTANATE OF OMAN

Mr. Salim Hamed Said Al Husaini
Director of Air Transport
Civil Aviation Authority

Head of Delegation

DELEGATES

Mr. Khalid Saed Mohammed Al Saadi
Chief of Aviation Agreement
Civil Aviation Authority

Dr. Abdulrazaq Juma Essa Alraisi
Chief Governance, Risk Management and Compliance Officer
Oman Air

Mr. Mohamed Issa Al Harthy
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DELEGATION OF EL SALVADOR

Ing. Jorge Alberto Puquirre Torres
Executive Director
Civil Aviation Authority

Head of Delegation

Licda. Andrea Ivette López Moreira
Deputy Director of Air Navigation

Licda. Hazel Indira Pinto Molina
Legal Manager

Lic. Manuel Adán Miranda García
Legal Collaborator



**AIR TRANSPORT AGREEMENT
BETWEEN
THE GOVERNMENT OF THE SULTANATE OF OMAN
AND
THE GOVERNMENT OF THE REPUBLIC OF EL SALVADOR**

The Government of the Sultanate of Oman and the Government of the Republic of El Salvador, hereinafter referred to as the “Contracting Parties”, being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, and desiring to conclude an Agreement, supplementary to the said Convention, for the purpose of establishing Air Services between and beyond their respective Territories.

Have agreed as follows:

**Article 1
Definitions**

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

- (a) The term “**Convention**” means the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof; insofar as those Annexes and amendments have become effective for or been ratified by both Contracting Parties.
- (b) The term “**Aeronautical Authorities**” means in the case of the Government of the Sultanate of Oman, the Civil Aviation Authority and any person or body authorized to perform any functions at present exercisable by the said Authority or similar functions; and in the case of the Republic of El Salvador, the Civil Aviation Authority and any person or body authorized to perform any functions at present exercisable by the said Authority or similar functions.
- (c) The term “**Designated Airlines**” means Airlines, which have been designated and authorized in accordance with Article 3 of this Agreement.
- (d) The term “**Territory**” in relation to a State has the meaning assigned to it in Article 2 of the Convention.
- (e) The terms “**Air Service**”, “**International Air Service**”, “**Airlines**” and “**Stop for Non-Traffic Purposes**” have the meanings respectively assigned to them in Article 96 of the Convention.



- (f) The term “**Capacity**” in relation to an aircraft means the payload of that aircraft available on a route or section of a route.
- (g) The term “**Capacity**” in relation to Agreed Services as defined in Article 2, means the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period on a route or section of a route.
- (h) The term “**Tariff**” means the prices to be paid for the carriage of passengers and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail.
- (i) The term “**Route Schedule**” means the schedule of routes annexed to this Agreement and any amendments thereto as agreed in accordance with the provisions of Article 21 of this Agreement.
- (j) The term “**Agreement**” means this agreement, the Annex attached thereto, and any Protocols or similar documents amending the present Agreement or the Annex.
- (k) The term “**User Charges**” means a charge imposed on Airlines for the provision of airport, air navigation or aviation security facilities or services including related facilities and services.

Article 2 Grant of Rights

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing and operating scheduled International Air Services over the routes specified in the Route Schedule attached to this Agreement. Such services and routes are hereinafter called the “Agreed Services” and the “Specified Routes” respectively. The Designated Airlines of each Contracting Party shall enjoy, while operating an Agreed Service on a Specified Route, the following rights:
 - (a) To fly without landing across the Territory of the other Contracting Party.
 - (b) To make Stops for Non-Traffic Purposes in the Territory of the other Contracting Party.
 - (c) To take on and to put down passengers, cargo and mail at any point on the Specified Routes subject to the provisions contained in the Route Schedule attached to this Agreement.
2. Nothing in paragraph 1 of this Article shall be deemed to confer on the Designated Airlines of one Contracting Party the privilege of uplift and discharge, in the Territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire when destined for another point in the Territory of that other Contracting Party.

Article 3

Designation of Airlines

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more Airlines for the purpose of operating the Agreed Services on the Specified Routes.
2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this Article, grant to the Airlines designated the necessary operating authorizations without delay.
3. The Aeronautical Authorities of one Contracting Party may require the Airlines designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of International Air Services by such Authorities in conformity with the provisions of the Convention.
4. Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary on the exercise by the Designated Airline of the rights specified in Article 2 of this Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that Airline are vested in the Contracting Party designating the Airline or in its nationals.
5. When an Airline has been so designated and authorized it may begin at any time to operate the Agreed Services, provided that a Tariff established in accordance with the provisions of Article 11 of this Agreement is in force in respect of that service.

Article 4

Revocation or Suspension of Operating Authorization

1. Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights specified in Article 2 of this Agreement by an Airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights, in any of the following cases:
 - (a) If it is not satisfied that substantial ownership and effective control of that Airline are vested in the Contracting Party designating the Airline or in the nationals of such Contracting Party.
 - (b) If the Airline fails to comply with the laws or regulations of the Contracting Party granting these rights.
 - (c) If the Airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.



2. Unless immediate revocation, suspension, or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringements of laws or regulations, such rights shall be exercised only after consultation with the other Contracting Party.
3. In the event of action by one Contracting Party under this Article, the rights of the other Contracting Party under Article 19 of this Agreement shall not be prejudiced.

Article 5

Exemption from Customs and Other Duties

1. Aircraft operating in International Air Services by the Designated Airlines of either Contracting Party as well as supplies of fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores (including food, beverages and tobacco) having no commercial value introduced into the Territory of the other Contracting Party, or taken on board an aircraft in that Territory and intended solely for use by or in the aircraft of that Airline shall be exempted on the basis of reciprocity, in the Territory of the other Contracting Party from all customs duties, taxes and inspection fees, other consumption taxes or similar duties or charges, even though such supplies are to be used by such aircraft on flights in the Territory of the other Contracting Party. Goods so exempted may only be unloaded in accordance with the approval of customs authorities of the State of entrance.
2. The Designated Airlines of both Contracting Parties shall be exempted on the basis of reciprocity, from payment of customs duties and taxes and other charges in respect of office equipment, uniforms, advertising materials, souvenirs, Airline revenue documents such as tickets, airway bills, printed stationery, as well as ground and communications equipment intended solely for use at the airport. The list of such items shall be approved by the Aeronautical Authorities of the State of entrance and forwarded to notify the customs authorities.
3. The Designated Airlines of both Contracting Parties shall be exempted from payment of customs duties and taxes and other charges in respect of office equipment, uniforms, advertising materials, souvenirs, Airline revenue documents such as tickets, airway bills, printed stationery, as well as ground and communications equipment intended solely for use at the airport. The list of such items shall be approved by the Aeronautical Authorities of the State of entrance and forwarded to notify the customs authorities.

Article 6

Application of Laws and Regulations

1. The laws and regulations of each Contracting Party shall apply to the navigation and operation of the aircraft of the Airlines designated by one Contracting Party during entry into, stay in, departure from and flight over the Territory of the other Contracting Party.



2. The laws and regulations of each Contracting Party relating to the arrival in, or departure from its Territory of, passengers, crews, cargo and mail (in particular, regulations regarding passports, customs, currency and medical and quarantine formalities) shall be applicable to passengers, crews and cargo arriving in, or departing from the Territory of one Contracting Party in the aircraft of the Airlines designated by the other Contracting Party.
3. Airlines designated by each Contracting Party shall comply with the laws of the other Contracting Party as to the admission to, or taking out from its lands animals and plants, while its aircraft enter into, stay in, or depart from the Territory of that Contracting Party.

Article 7

Principles Governing Operation of Agreed Services

1. There shall be fair and equal opportunity for the Airlines of both Contracting Parties to operate the Agreed Services on the Specified Routes between their respective Territories.
2. In operating the Agreed Services, the Designated Airlines of each Contracting Party shall take into account the interests of the Airlines of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same route.
3. The Agreed Services provided by the Designated Airlines of each Contracting Party shall bear close relationship to the requirements of the public transportation on the Specified Routes and shall have as their primary objective the provision, at a reasonable load factor, of Capacity adequate to meet the current and reasonably anticipated requirements for the carriage of passengers and cargo including mail originating from, or destined for the Territory of the Contracting Party which has designated the Airline. Provision for the carriage of passengers and cargo including mail both taken on board and discharged at points on the Specified Routes in the Territories of other States other than those that designated the Airline shall be made in accordance with the general principles that Capacity shall be related to:
 - (a) Traffic requirements to and from the Territory of the Contracting Party which has designated the Airline.
 - (b) Traffic requirements of the area through which the Agreed Service passes, after taking account of other transport services established by Airlines of the States comprising the area.
 - (c) The requirements of through Airline operation.

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Article 8
Airlines Representatives

1. Each Contracting Party shall grant the Designated Airlines of the other Contracting Party, on a basis of reciprocity, the right to maintain in the points specified in the Route Schedule on its Territory offices and administrative commercial and technical personnel chosen among nationals from either or both Contracting Parties as may be necessary for the requirements of any Designated Airline.
2. The employment of third State nationals in the Territory of either Contracting Party shall be permitted subject to the authorization of the competent authorities.
3. All the above personnel shall be subject to the laws relating to the admission and stay in the Territory of the other Contracting Party as well as the laws, regulations and administrative directives applicable in that Territory.
4. The number of such personnel, established on agreement between the Designated Airlines, shall be submitted for approval to the competent authorities of the Contracting Parties.
5. Each Contracting Party shall provide any necessary assistance to the said offices and personnel.
6. The Designated Airlines of the Contracting Party shall be granted the rights of independent sales of transportation using their own transportation documents in the Territory of the other Contracting Party, in accordance with laws and regulations of that Contracting Party. Such sales may be executed directly by the representatives of the Designated Airlines or through authorized agents who have appropriate license to provide such services.
7. The Designated Airlines of each Contracting Party shall have the right to sell, and any person shall be free to purchase, such transportation in local currency or in any other freely convertible currency.
8. The Designated Airlines of one Contracting Party shall have the right to pay for local expenses in the Territory of the other Contracting Party in local currency or provided that this is in accordance with local currency regulations, in freely convertible currencies.

Article 9
Approval of Timetables

The Designated Airlines of each Contracting Party shall submit for approval to the Aeronautical Authorities of the other Contracting Party not later than 30 (thirty) days prior to the inauguration of services on the Specified Routes and prior to each traffic season, the flight timetables including the types of aircraft to be used.

This shall likewise apply to the later changes. In special cases, this time limit may be reduced subject to the consent of the said authorities.

Article 10
Cooperative Arrangements

1. In operating or holding out the Agreed Services on the Specified 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:

- (a) Airlines of either Contracting Party.
- (b) Airlines of a third State.

Provided that all Airlines in such arrangements hold the appropriate authority and meet the requirements normally applied to such arrangements.

2. The Contracting Parties agree to take the necessary action to ensure that consumers are fully informed and protected with respect to code-shared flights operating to or from their Territory and that, as a minimum, passengers be provided with the necessary information in the following ways:
 - (a) Orally and, if possible, in writing at the time of booking.
 - (b) In written form, on the ticket itself or, if not possible, on the itinerary document accompanying the ticket or on any other document replacing the ticket, such as a written confirmation, including information on whom to contact in case of a problem and a clear indication of which Airline is responsible in case of damage or accident.
 - (c) Orally again, by the Airline's ground staff at all stages of the journey.



3. The Airlines are required to file for approval any proposed cooperative arrangement with the Aeronautical Authorities of both Contracting Parties at least 30 (thirty) days before its proposed introduction.

Article 11

Tariffs

1. Each Party shall allow each Airline to determine its own Tariffs for the transportation of traffic.
2. Unless required by national laws and regulations, Tariffs charged by Airlines shall not be required to be filed with the Aeronautical Authorities of either Party.
3. In the event that either Aeronautical Authority is dissatisfied with a Tariff proposed or in effect for an Airline of the other Party, the Aeronautical Authorities will endeavour to settle the matter through consultations, if so requested by either Aeronautical Authority. In any event, the Aeronautical Authority of a Party shall not take unilateral action to prevent the coming into effect or continuation of a Tariff of an Airline of the other Contracting Party.

Article 12

Exchange of Information

1. Each Contracting Party shall cause its Designated Airline to provide to the Aeronautical Authorities of the other Contracting Party, as long in advance as practicable, copies of Tariffs, schedules, including any modification thereof, and all other relevant information concerning the operation of the Agreed Services, including information about the Capacity provided on each of the Specified Routes and any further information as may be required to satisfy the Aeronautical Authorities of the other Contracting Party that the requirements of this Agreement are being duly observed.
2. Each Contracting Party shall cause its Designated Airline to provide to the Aeronautical Authorities of the other Contracting Party statistics relating to the traffic carried on the Agreed Services showing the points of embarkation and disembarkation.

Article 13

Recognition of Certificates and Licenses

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party, and still in force shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Convention. However, each Contracting Party reserves the right, to refuse to recognize, for the purpose of flights above its

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own Territory, certificates of competency and licenses granted to its own nationals or rendered valid for them by the other Contracting Party or by any other State.

Article 14 **Aviation Safety**

1. Each Contracting Party may request consultations at any time concerning the safety standards maintained by the other Contracting Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within 30 (thirty) days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in the areas referred to in paragraph 1 that meet the standards established at that time pursuant to the Convention, the other Contracting Party shall be informed of such findings and of the steps considered necessary to conform with the International Civil Aviation Organization standards. The other Contracting Party shall then take appropriate corrective action within an agreed time period.
3. Pursuant to Article 16 of the Convention, it is further agreed that, any aircraft operated by, or on behalf of an Airline of one Contracting Party, on service to or from the Territory of another Contracting Party, may, while within the Territory of the other Contracting Party, be the subject of a search by the authorized representatives of the other Contracting Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention and Article 13 of this Agreement, the purpose of this search is to verify the validity of the relevant aircraft documentation, the licensing of its crew, and that the aircraft equipment and the condition of the aircraft conform to the standards established at that time pursuant to the Convention.
4. When urgent action is essential to ensure the safety of an Airline operation, each Contracting Party reserves the right to immediately suspend or vary the operating authorization of Airlines of the other Contracting Party.
5. Any action by one Contracting Party in accordance with paragraph 4 above shall be discontinued once the basis for the taking of that action ceases to exist.
6. With reference to paragraph 2 above, if it is determined that one Contracting Party remains in non-compliance with International Civil Aviation Organization standards when the agreed time period has lapsed, the Secretary General of the International Civil Aviation Organization should be advised thereof. The latter should also be advised of the subsequent satisfactory resolution of the situation.



Article 15 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, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, the Convention on Marking of Plastic Explosives for the Purpose of Detection signed at Montreal on 1 March 1991 and any other multilateral agreement governing civil aviation security binding upon both Contracting Parties.
2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
3. The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention to the extent that such security provisions are applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their Territory and the operators of airports in their Territory act in conformity with such aviation security provisions.
4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph 3 above required by the other Contracting Party for entry into, departure from, or while within, the Territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its Territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic 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 16

Transfer of Earnings

1. Each Contracting Party shall grant to the Designated Airline of the other Contracting Party the right to transfer, according to applicable laws and regulations, the excess of receipts over expenditure earned by the Airline in the Territory of the first Contracting Party in connection with the carriage of passengers, mail and cargo, on the basis of the prevailing foreign exchange market rates for current payments.
2. If the Contracting Party imposes restrictions on the transfer of excess of receipts over expenditure by the Designated Airline of the other Contracting Party, the latter shall have the right to impose reciprocal restrictions on the Designated Airline of the first Contracting Party.
3. In the event that payments between the Contracting Parties are governed by a special agreement, such an agreement shall apply.

Article 17

User Charges

The charges which either of the Contracting Parties may impose or permit to be imposed on the Designated Airline of the other Contracting Party for the use of airports and other facilities under its control shall not be higher than those that would be paid for the use of such airports and facilities by the national Airlines of the Contracting Party engaged in similar International Air Services.

Article 18

Consultations

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

Article 19

Settlement of Disputes

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavor to settle it by negotiation.



2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute for decision to some person or body; if they do not so agree, the dispute shall at the request of either Contracting Party be submitted for decision to a tribunal of 3 (three) arbitrators, one to be nominated by each Contracting Party and the third to be appointed by the two so nominated. Each of the Contracting Parties shall nominate an arbitrator within a period of 60 (sixty) 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 third arbitrator shall be appointed within a further period of 60 (sixty) days. If either of the Contracting Parties fails to nominate an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organization may at the request of either Contracting Party appoint an arbitrator or arbitrators as the case requires. In such cases, the third arbitrator shall be a national of a third State and shall act as president of the arbitral tribunal.
3. Except as hereinafter provided in this Article or as otherwise agreed by the Contracting Parties, the tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedural rules. At the direction of the tribunal or at the request of either of the Contracting Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than 30 (thirty) days after the tribunal is fully constituted.
4. Except as otherwise agreed by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within 45 (forty-five) days after the tribunal is fully constituted. Replies shall be due 60 (sixty) days later. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion within 30 (thirty) days after replies are due.
5. The tribunal shall endeavor to give a written decision within 30 (thirty) days after completion of the hearing or, if no hearing is held, 30 (thirty) days after the date both replies are submitted. The decision shall be taken by a majority vote.
6. The Contracting Parties may submit requests for clarification of the decision within 15 (fifteen) days after it is received and such clarification shall be issued within 15 (fifteen) days of such request.
7. The decision of the tribunal shall be binding on the Contracting Parties.
8. Each Contracting Party shall bear the costs of the arbitrator appointed by it. The other costs of the tribunal shall be shared equally by the Contracting Parties.



Article 20

Multilateral Conventions

In the event of the conclusion of a multilateral convention or agreement concerning air transport to which both Contracting Parties adhere, this Agreement shall be modified to conform to the provisions of such Convention or Agreement.

Article 21

Amendments

1. If either of the Contracting Parties considers it desirable to modify any provision of this Agreement including the Route Schedule, which shall be deemed to be a part of the Agreement, it shall request for consultations in accordance with Article 18 of this Agreement. Such consultations may take place by exchange of communications.
2. If the amendment relates to the provisions of the Agreement other than of the Route Schedule, the amendment shall be approved by each Contracting Party in accordance with its legal procedures and shall come into effect when confirmed by an exchange of notes through the diplomatic channels.
3. If the amendment relates only to the provisions of the Route Schedule, it shall be agreed upon between the Aeronautical Authorities of both Contracting Parties. Such amendment shall come into force from the date of its approval by the Aeronautical Authorities of both Contracting Parties.

Article 22

Registration with the International Civil Aviation Organization

The present Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

Article 23

Termination of the Agreement

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



Article 24
Entry into Force

The Agreement shall be approved according to the legal requirements in the State of each Contracting Party and shall come into force at the date of receipt of the second of the two notifications by which the Contracting Parties communicated officially to each other the completion of their respective internal procedures provided for at this end.

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

Done this [●] day of [●] at [●] in duplicate in the Arabic, English and Spanish languages, all texts being equally authentic. In the event of any dispute as to the interpretation or the application of the Agreement, the English text shall prevail.

FOR THE GOVERNMENT OF THE
SULTANATE OF OMAN

FOR THE GOVERNMENT OF THE
REPUBLIC OF EL SALVADOR



THE ANNEX
ROUTE SCHEDULE 1

1. Routes to be operated by the Designated Airlines of the Government of the Sultanate of Oman:

From	Intermediate Points	To	Points Beyond
(1)	(2)	(3)	(4)
Points in the Sultanate of Oman	Any points	Points in the El Salvador	Any points

2. The Designated Airlines of the Government of the Sultanate of Oman may, on all or any flights, omit calling at any of the points in columns (2) and (4) above, provided that the Agreed Services on these routes begin at a point in column (1).

ROUTE SCHEDULE 2

1. Routes to be operated by the Designated Airlines of the Government of the Republic of El Salvador:

From	Intermediate Points	To	Points Beyond
(1)	(2)	(3)	(4)
Points in El Salvador	Any points	Points in the Sultanate of Oman	Any points

2. The Designated Airlines of the Government of the Republic of El Salvador may, on all or any flights, omit calling at any of the points in columns (2) and (4) above, provided that the Agreed Services on these routes begin at a point in column (1).

Notes: The Designated Airlines of each Contracting Party will have the right to operate to points in the Territory of other Contracting Party separately or in combination on the same flight with co-terminal rights, provided no domestic traffic is carried except for Stop for Non-Traffic Purposes.

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[Signature]