

## **MEMORANDUM OF UNDERSTANDING**

Delegations representing the aeronautical authorities of El Salvador and of the Netherlands met in Bogota, Colombia on 7 December 2021 in order to conclude a bilateral Air Services Agreement (hereinafter referred to as "the Agreement").

A list of the members of the two delegations is attached as Appendix I.

As a result of the discussions, which were held in a cordial atmosphere, the two delegations have decided on the following:

### **A. Text of the Agreement**

The delegations have reached an agreement on the text of an Air Services Agreement - except for Articles 10, 12 and 13 (between brackets) - and its Annex and have initialled it. The delegations have committed themselves to promote the conclusion of the Agreement and its Annex at an early date. The two sides have furthermore come to the understanding that, pending the entry into force of the proposed Agreement and its Annex (Attached as Appendix II), their respective aeronautical authorities will act in accordance with the provisions of the Agreement and its Annex as from the date of signature of this Memorandum of Understanding until the Agreement and its Annex comes into force in accordance with the provisions of Article 25 of the Agreement.

### **B. Outstanding Articles**

The delegation of El Salvador explained that it is not in a position to accept Article 10 (Taxes, Customs Duties and Charges), Article 12 (Double Taxation) and Article 13 (Transfer of Funds) as proposed by the Netherlands since these fall under the competence of other authorities.

The delegation of El Salvador stated that it would bring the text of these Articles under the attention of the relevant authorities and has committed itself to promote the acceptance of the principles of these Articles 10, 12 and 13 at an early date, that is before the signing of the Agreement.

### **C. Traffic Rights**

The Designated Airline(s) of each Contracting Party shall have the right to operate passenger/combi and/or all-cargo services with a maximum of seven (7) frequencies per week in each direction on the routes specified in the Annex to the Agreement using any type of aircraft in any configuration on the basis of third and fourth freedom traffic rights.

Requests for fifth freedom traffic rights will be considered on a case-by-case basis.

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**D. Entry into force**

The Agreement shall enter into force, in accordance with the provisions of Article 25, upon notification through the exchange of Diplomatic Notes by the Contracting Parties with the fulfillment of their respective domestic procedures. This Memorandum of Understanding (MoU) shall come into effect as from the date of signature.

Done at Bogota on 7 December, 2021

For the delegation of El Salvador



Ing. Jorge Alberto Puquirre Torres  
Executive Director  
Civil Aviation Authority

For the delegation of the Netherlands



Mr. Jeroen Mauritz  
Chief Negotiator Air Service Agreements  
Ministry of Infrastructure and Water  
Management

**DELEGATION OF THE REPUBLIC OF EL SALVADOR**

**Head of Delegation**

Ing. Jorge Alberto Puquirre Torres	Executive Director Civil Aviation Authority
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**Members**

Licda. Andrea Ivette López Moreira	Deputy Director of Air Navigation
Licda. Hazel Indira Pinto Molina	Legal Manager
Lic. Manuel Adán Miranda García	Legal Collaborator

**DELEGATION OF KINGDOM OF THE NETHERLANDS**

**Head of Delegation**

Mr. Jeroen Mauritz	Chief Negotiator Air Service Agreements Ministry of Infrastructure and Water Management
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**Members**

Mrs. Janneke Tijsseling-Kolk	Senior Policy Advisor Ministry of Infrastructure and Water Management
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**Observers**

Mr. Frank Prillewitz	VP International Affairs & Corporate Legal KLM Royal Dutch Airlines
Mrs. Roos Bakker	Director Business Development Cargo Amsterdam Airport Schiphol



**AIR SERVICES AGREEMENT**  
**BETWEEN**  
**THE KINGDOM OF THE NETHERLANDS**  
**AND**  
**THE REPUBLIC OF EL SALVADOR**

## **PREAMBLE**

The Kingdom of the Netherlands

and

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 7 December 1944;

Desiring to contribute to the progress of international civil aviation;

Desiring to guarantee the highest level of safety and security in International Air Transportation;

Desiring to conclude an Agreement between the Kingdom of the Netherlands and the Republic of El Salvador for the purpose of establishing and operating Air Services between and beyond their respective Territories;

Have agreed as follows:

## **CHAPTER I INTRODUCTION**

### **ARTICLE 1 Definitions**

1. For the purpose of this Agreement:
  - a. the term "Air Transportation" means the public carriage by aircraft of passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;
  - b. the term "Aeronautical Authorities" means for the Kingdom of the Netherlands, the Minister of Infrastructure and Water Management of the Netherlands; and, for the Republic of El Salvador, the Civil Aviation Authority; or, in either case, any person or body authorized to perform any functions at present exercised by the said Authorities;
  - c. the terms "Agreed Service" and "Specified Route" mean International Air Service pursuant to this Agreement and the Route Specified in the Annex to this Agreement respectively;
  - d. the term "Agreement" means this Agreement, its Annex, as well as any amendment to this Agreement or the Annex;
  - e. the terms "Air Service", "International Air Service", "Airline" and "Stop for non-commercial traffic purposes" shall have the meaning respectively assigned to them in Article 96 of the Convention;
  - f. the term "Change of Aircraft" means the operation of one of the Agreed Services by a Designated Airline in such a way that one or more sectors of the Specified Route are flown by different aircraft;
  - g. the term "the Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on 7 December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or the Convention under Articles 90 and 94 thereof, insofar as those Annexes and amendments have become effective for, or have been ratified by both Contracting Parties;
  - h. the term "Designated Airline" means the Airline which has been designated and authorized in accordance with Article 3 of this Agreement (Designation and Authorization);
  - i. the term "Stores" means articles of a readily consumable nature for use or sale on board an aircraft during flight including commissary supplies;

- j. the term "Tariff" means any amount, fare, rate or charge, excluding governmental levies, charged or to be charged by the Airline, directly or through their agents, to any person or entity for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in Air Transportation, including:
- i. the conditions governing the availability and applicability of a Tariff; and
  - ii. the charges and conditions for any services ancillary to such carriage which are offered by the Airline;
- k. the term "Territory" in relation to either Contracting Party means: the land, maritime and air space under its sovereignty and the exclusive economic zone and the continental shelf where it exercises sovereign rights and jurisdiction in accordance with international law and its domestic laws;
- l. the term "User Charge" means a charge imposed on Airlines by the competent authorities, or permitted by them to be imposed for the provision of appropriate airport, air navigation and/or aviation security property, facilities and/or services at the airport or within the airport system, including related services and facilities for aircraft, their crews, passengers and cargo;
- m. the term "Capacity" means the combination of frequency per week and (the configuration of) the type of aircraft used on the Specified Routes for the Agreed Services offered by the Designated Airline(s);
- n. the term "EU Member State" means a state that is now or in the future a contracting party to the Treaty on European Union and the Treaty on the Functioning of the European Union;
- o. the term "Airport Slot" (or "Slot") means the permission given by a coordinator to use the full range of airport infrastructure necessary to operate a planned Air Service at a coordinated airport on a specific date and time for the purpose of landing or take-off.
2. The applicable legislation for the Netherlands includes applicable legislation of the European Union.

## **CHAPTER II OBJECTIVES**

### **ARTICLE 2 Grant of Rights**

1. Each Contracting Party grants to the other Contracting Party, except as otherwise specified in the Annex to this Agreement, the following rights for the conduct of International Air Transportation by the Designated Airline(s) of the other Contracting Party on the Routes Specified in the Annex to this Agreement:
  - a) the right to fly across its Territory without landing;
  - b) the right to make Stops for non-commercial traffic purposes in its Territory;  
and
  - c) while operating an Agreed Service on a Specified Route, the right to make stops in its Territory for the purposes of taking up and discharging international traffic in passengers, baggage, cargo and mail, separately or in combination, in third and fourth freedom.
2. The Airlines of each Contracting Party, other than those designated under Article 3 (Designation and Authorization) of this Agreement, shall also enjoy the rights specified in paragraphs 1 a) and b) of this Article.
3. Nothing in paragraph 1 of this Article shall be deemed to grant the right for one Contracting Party's Airline(s) to participate in Air Transportation for remuneration between points in the Territory of the other Contracting Party (cabotage).
4. The exercise of fifth freedom traffic rights shall be subject to approval between the Aeronautical Authorities of both Contracting Parties and may be agreed upon in an arrangement.
5. In addition to having received approval from this Department for the route schedule ([TRACON@minienw.nl](mailto:TRACON@minienw.nl)), airport slots shall have to be requested and allocated prior to the actual operation of flights to and from the following slot coordinated airports in the Kingdom of the Netherlands: Amsterdam Airport Schiphol (EHAM), Rotterdam Airport (EHRD) and Eindhoven Airport (EHEH)
6. The allocation of slots is independent from the assignment of traffic rights under bilateral air services agreements. Requests for slots must be submitted to the independent airport slot coordinator : Airport Coordination Netherlands ([www.slotcoordination.nl](http://www.slotcoordination.nl)). Airport slots will be allocated subject to availability.



### ARTICLE 3 Designation and Authorization

1. Either Contracting Party shall have the right to designate, by written notification through diplomatic channels to the other Contracting Party, one or more Airline(s) to operate International Air Services on the Routes Specified in the Annex and to substitute another Airline for an Airline previously designated or alter such designation.
  2. Upon receipt of such a notification, and of application from the Designated Airline, in the form and manner prescribed for operating authorization and technical permission, each Contracting Party shall, without delay, grant to the Airline(s) so designated by the other Contracting Party the appropriate operating authorizations subject to the provisions of this Article, unless it is not satisfied that:
    - a. in the case an Airline is designated by the Netherlands:
      - i. the Airline is established in the Territory of the Kingdom of the Netherlands under the European Union Treaties and has a valid operating license from an EU Member State in accordance with European Union law; and
      - ii. effective regulatory control of the Airline is exercised and maintained by the EU Member State responsible for issuing its Air Operator's Certificate and the relevant Aeronautical Authority is clearly identified in the designation; and
      - iii. the Airline is owned, directly or through majority ownership, and is effectively controlled by Member States of the European Union or the European Free Trade Association and/or by nationals of such States;
    - b. in the case an Airline is designated by the Republic of El Salvador:
      - i. the Airline is established in the Territory of the Republic of El Salvador and has a valid operating license in accordance with applicable law of the Republic of El Salvador; and
      - ii. effective regulatory control of the Airline is exercised and maintained by the Republic of El Salvador; and
      - iii. the Airline is owned, directly or through majority ownership, and is effectively controlled by the Republic of El Salvador and/or by nationals of the Republic of El Salvador;
- and that:
- c. the Designated Airline is maintaining and administering the standards set forth in Article 9 (Fair Competition), Article 15 (Safety) and Article 16 (Aviation Security) of this Agreement;

- d. the Designated Airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operations of International Air Transportation by the Contracting Party considering the application or applications.
- 3. Upon receipt of the operating authorization in accordance with paragraph 2 of this Article, the Designated Airline(s) may at any time begin to operate the Agreed Services for which it is so designated, in part or in whole, provided that it complies with the provisions of this Agreement.

#### **ARTICLE 4 Withholding, Revocation and Suspension of Authorization**

- 1. Each Contracting Party shall have the right to withhold, revoke, suspend or limit the operating authorizations of an Airline designated by the other Contracting Party:
  - a. in the case an Airline in the European part of the Netherlands is designated by the Netherlands:
    - i. the Airline is not established in the Territory of the Netherlands under European Union Treaties or does not have a valid operating license from an EU Member State in accordance with European Union law; or
    - ii. effective regulatory control of the Airline is not exercised or not maintained by the EU Member State responsible for issuing its Air Operator's Certificate or the relevant Aeronautical Authority is not clearly identified in the designation; or
    - iii. the Airline is not owned, directly or through majority ownership, or is not effectively controlled by Member States of the European Union or the European Free Trade Association and/or by nationals of such States; or
    - iv. the Airline is already authorised to operate under a bilateral agreement between the Republic of El Salvador and another Member State and the Republic of El Salvador can demonstrate that, by exercising traffic rights under this Agreement on a route that includes a point in that other Member State, it would be circumventing restrictions on the traffic rights imposed by that other agreement; or
    - v. the Airline designated holds an Air Operator's Certificate and Operating License issued by a Member State with which the Republic of El Salvador does not have a bilateral air services agreement and that Member State has denied traffic rights or related commercial opportunities to an Airline licensed by the Republic of El Salvador.

- b. in the case an Airline is designated by the Republic of El Salvador:
- i. the Airline is not established in the Territory of the Republic of El Salvador or does not have a valid operating license in accordance with applicable law of the Republic of El Salvador; or
  - ii. effective regulatory control of the Airline is not exercised or not maintained by the Republic of El Salvador; or
  - iii. the Airline is not owned, directly or through majority ownership, or is not effectively controlled by the Republic of El Salvador and/or by nationals of the Republic of El Salvador;
- c. in case the Airline has failed to comply with the laws and regulations referred to in Article 14 (Application of Laws, Regulations and Procedures) of this Agreement;
- d. in any case where or when the Airline is not maintaining and administering the standards set forth in this Agreement, especially in Articles 16 (Safety) and 17 (Aviation Security);
- e. in the event such Airline fails to qualify before the Aeronautical Authorities of the Contracting Party assessing the authorization, under the laws and regulations normally and reasonably applied to the operation of International Air Services by these Authorities in conformity with the Convention;
- f. in case the Airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement.
2. Unless immediate action is essential to prevent further non-compliance with the conditions as referred to in paragraph 1 of this Article, the rights established by this Article shall be exercised only after consultation with the other Contracting Party. Unless otherwise agreed by the Contracting Parties, such consultations shall begin within a period of sixty (60) days from the date of receipt of the request.
3. This Article does not limit the rights of either Contracting Party to withhold, revoke, suspend, limit or impose conditions on the operating authorization of an Airline or Airlines of the other Contracting Party in accordance with the provisions of Article 17 (Aviation Security) of this Agreement.



### **CHAPTER III COMMERCIAL PROVISIONS**

#### **ARTICLE 5 Tariffs**

1. Each Contracting Party shall allow Tariffs for Air Transportation to be established by each Designated Airline based upon commercial considerations in the marketplace. Intervention by the Contracting Parties shall be limited to:
  - a. prevention of unreasonably discriminatory Tariffs or practices;
  - b. protection of consumers from Tariffs that are unreasonably high or restrictive due to the abuse of a dominant position; and
  - c. protection of Airlines from Tariffs that are artificially low due to direct or indirect governmental subsidy or support.
2. Each Contracting Party may require notification or filing of any Tariff to be charged by the Designated Airline(s) of both Contracting Parties for carriage to or from its Territory. Such notification shall be required for information purposes only and this right shall be exercised in a prudent and restrictive manner so as not to negatively affect the Airlines' operations. Tariffs may remain in effect unless subsequently disapproved under paragraph 3 of this Article.
3. Neither Contracting Party shall take unilateral action to prevent the inauguration or continuation of a Tariff charged or proposed to be charged by:
  - a. an Airline of either Contracting Party for International Air Transportation between the Territories of the Contracting Parties, or
  - b. an Airline of one Contracting Party for International Air Transportation between the Territory of the other Contracting Party and that of any other country.
4. If either Contracting Party considers any such Tariff inconsistent with the considerations set forth in paragraph 1 of this Article, it shall request consultations and notify the other Contracting Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than thirty (30) days after receipt of the request, and the Contracting Parties shall co-operate in securing information necessary for reasoned resolution of the issue. If the Contracting Parties reach agreement with respect to a Tariff for which a notice of dissatisfaction has been given, each Contracting Party shall use its best efforts to put that agreement into effect. Without such mutual agreement, the new Tariff shall not take effect or continue to be in effect.

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## ARTICLE 6 Commercial Activities

1. The Designated Airline(s) of each Contracting Party shall be allowed:
  - a. to establish in the Territory of the other Contracting Party offices for the promotion and sale of Air Transportation and ancillary or supplemental services (including the right to sell and to issue any ticket and/or air waybill, both its own tickets and/or air waybills and of any other Airline) as well as other facilities required for the provision of Air Transportation;
  - b. to engage directly and, at its discretion, through its agents, and/or other Airlines in the sale of Air Transportation and ancillary or supplemental services in the Territory of the other Contracting Party;
  - c. to sell such transportation and ancillary or supplemental services and any person shall be free to purchase such transportation or services in any currency.
2. The Designated Airline(s) of each Contracting Party shall be allowed to bring in and maintain in the Territory of the other Contracting Party its managerial, commercial, operational and technical staff as it may require in connection with the provision of Air Transportation and ancillary or supplemental services.
3. These staff requirements may, at the option of the Designated Airline, be satisfied by its own personnel or by using the services of any other organization, company or Airline operating in the Territory of the other Contracting Party, authorized to perform such services in the Territory of that Contracting Party.
4. Each Designated Airline shall have the right to perform its own ground-handling in the Territory of the other Contracting Party ("self-handling"), or, at its option, select among competing suppliers that provide ground-handling services in whole or in part. This right shall be subject only to physical or operational constraints resulting from considerations of airport safety or security. 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. Ground-handling activities shall be carried out in accordance with the laws and regulations of each Contracting Party, including, in the case of the Netherlands, European Union law.
5. In operating or holding out the Air Services on the Specified Routes, each Designated Airline of a Contracting Party may enter into commercial and/or cooperative marketing arrangements under the following conditions:



- a. the commercial and/or cooperative marketing arrangements may include, but shall not be limited to blocked-space, code-sharing and leasing arrangements, with:
  - i. the Airline(s) of the same Contracting Party;
  - ii. the Airline(s) of the other Contracting Party, including domestic code sharing;
  - iii. the Airline(s) of a third country; or
  - iv. a cargo surface transportation provider of either Contracting Party.
- b. the operating Airline(s) involved in the co-operative marketing arrangements shall hold the underlying traffic rights including the route rights and the Capacity entitlements and meet the requirements normally applied to such arrangements;
- c. all marketing Airlines involved in the co-operative arrangements shall hold the underlying route rights and meet the requirements normally applied to such arrangements;
- d. the total Capacity operated by the Air Services performed under such arrangements shall be counted only against the Capacity entitlement of the Contracting Party designating the operating Airline(s). The Capacity offered by the marketing Airline(s) on such services shall not be counted against the Capacity entitlement of the Contracting Party designating that Airline;
- e. when holding out Air Services for sale under such arrangements, the Airline concerned or its agent shall make it clear to the purchaser at the point of sale as to which Airline shall be the operating Airline on each sector of the service and with which Airline(s) the purchaser is entering into a contractual relationship.

These provisions shall be applicable to passenger, combination and all-cargo services.

The Airline(s) are required to inform the authorities of both Contracting Parties of their code-sharing plans and to file the appropriate documents in accordance with applicable national laws and regulations.

6. Notwithstanding any other provision of this Agreement, the Designated Airline(s) and indirect providers of Air Transportation of either of the Contracting Parties shall be permitted, without restriction, to employ in connection with International Air Transportation any surface transportation for passengers, baggage, cargo and mail to or from any points in the Territory of either of the Contracting Parties or in third countries, including transport to and from all airports with customs facilities, and including, where applicable,



the right to transport cargo and mail in bond under applicable laws and regulations.

Such passengers, baggage, cargo and mail, whether moving by surface or by air, shall have access to airport customs processing and facilities. The Designated Airline(s) may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, including surface transportation operated by other Airlines and indirect providers of air cargo transportation. Such intermodal services may be offered at a single through price for the air and surface transportation combined, provided that passengers and shippers are not misled as to the facts concerning such transportation.

7. The activities mentioned in this Article shall be carried out in accordance with the laws and regulations of the other Contracting Party. In case of the Netherlands, this includes applicable European Union law.

#### **ARTICLE 7 Statistics**

The Aeronautical Authorities of each Contracting Party shall provide or cause its Designated Airline or Airlines to provide the Aeronautical Authorities of the other Contracting Party, upon request, periodic or other statements of statistics as may be reasonably required.

#### **ARTICLE 8 Change of Aircraft**

1. On any segment or segments of the Specified Routes, a Designated Airline may perform International Air Transportation without any limitation as to Change of Aircraft at any point on the Specified Route, provided that in the outbound direction the transportation beyond such point is a continuation of the transportation from the Territory of the Contracting Party that has designated the Airline and, in the inbound direction, the transportation to the Territory of the Contracting Party that has designated the Airline is a continuation of the transportation from beyond such point.
2. In the case of a Change of Aircraft in the Territory of the other Contracting Party and where more than one aircraft is operated beyond the point of change, not more than one such aircraft may be of equal size and none may be larger than the aircraft used on the previous third and fourth freedom sector.
3. For the purpose of Change of Aircraft operations, a Designated Airline may use its own equipment and, subject to national regulations, leased equipment, and may operate under commercial and/or cooperative marketing arrangements with other Airlines.
4. A Designated Airline may use different or identical flight numbers for the sectors of its Change of Aircraft operations.

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## ARTICLE 9 Fair Competition

1. The Contracting Parties acknowledge that it is their joint objective to have a fair and competitive environment and to have a 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 Transportation. 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 Airlines 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, in the case of the European part of the Netherlands, 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 Services to/from the Territories of the Contracting Parties. Such action shall not be subject to the dispute settlement procedure foreseen in Article 20 (Settlement of Disputes) of this Agreement.
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 Transportation.
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 International Air Transportation. 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 International Air Services.

7. When a Contracting Party provides public subsidies or support in the sense of paragraph 6 of this Article 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 of this Article. 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 of this Article, the Contracting Parties affirm that:
  - 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 of this Article and that this can be substantiated, the Contracting Party 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 the provisions of 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 of this Article, 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 the provisions of this paragraph shall be appropriate, proportionate and restricted with regard to scope and duration to what is strictly necessary.

10. Each Contracting Party shall effectively apply antitrust laws in accordance with paragraph 2 of this Article, 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 Transportation to or 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 Transportation to or from the Territory of that Contracting Party.

11. Each Contracting Party shall entrust the enforcement of the antitrust rules referred to in paragraph 10 of this Article 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 of this Article, the Contracting Parties affirm that if one Contracting Party finds that an Airline suffers from an alleged violation of paragraph 10 of this Article and that this can be substantiated, the Contracting Party 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 of this Article, 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 authorizations or permissions/permits, 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 the provisions of this paragraph shall be appropriate, proportionate and restricted with regard to scope and duration to what is strictly necessary.

#### **CHAPTER IV FINANCIAL PROVISIONS**

##### ***[ARTICLE 10 Taxes, Customs Duties and Charges]***

1. *Aircraft operating on International Air Services by the Designated Airline(s) of either Contracting Party, as well as their regular equipment, spare parts, supplies of fuels and lubricants, Stores as well as advertising and promotional material kept on board such aircraft shall, on the basis of reciprocity, be exempt from all customs duties, inspection fees and similar national or local duties and charges, on arrival in the Territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.*
2. *With regard to regular equipment, spare parts, supplies of fuels and lubricants and Stores introduced into the Territory of one Contracting Party by or on behalf of a Designated Airline of the other Contracting Party or taken on board the aircraft operated by such Designated Airline and intended solely for use on board that aircraft while operating International Air Services, no duties and charges, including customs duties and inspection fees imposed in the Territory of the first Contracting Party, shall be applied, even when these supplies are to be used on the parts of the journey performed over the Territory of the Contracting Party in which they are taken on board. The items referred to above may be required to be kept under customs supervision and control. The provisions of this paragraph cannot be interpreted in such a way that a Contracting Party can be made subject to the*

*obligation to refund customs duties which already have been levied on the items referred to above.*

3. *Regular airborne equipment, spare parts, supplies of fuels and lubricants and Stores retained on board the aircraft of the Designated Airlines 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, who may require that these items be placed under their supervision up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.*
4. *Baggage, cargo and mail in transit shall be exempt from customs duties and other similar taxes.*
5. *The exemptions provided by this Article shall also be available where a Designated Airline(s) of one Contracting Party has contracted with another Airline, which similarly enjoys such exemptions from the other Contracting Party, for the loan or transfer in the Territory of the other Contracting Party of the items specified in paragraphs 1, 2 and 3 of this Article.*
6. *Nothing in this Agreement shall prevent the Kingdom of the Netherlands 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 Republic of El Salvador that operates between a point in the Territory of the European part of the Netherlands and the Territory of another EU Member State. ]*

#### **ARTICLE 11 User Charges**

1. User Charges that may be imposed and or controlled by the competent charging authorities or bodies of each Contracting Party on the Designated Airline(s) of the other Contracting Party shall be just, reasonable, not unjustly discriminatory, and equitably apportioned among categories of users. In any event, any such Users Charges shall be assessed on the Airlines of the other Contracting Party on terms not less favourable than the most favourable terms available to any other Airline at the time the charges are assessed.
2. User Charges imposed on the Airline(s) of the other Contracting Party may reflect, but shall not exceed, the full cost to the competent charging authorities or bodies of providing the appropriate airport, airport environmental, air navigation, and aviation security facilities and services at the airport or within the airport system. Such full cost may include a reasonable return on assets, after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis.



3. Each Contracting Party shall encourage consultations between the competent charging authorities or bodies in its Territory and the Airline(s) using the services and facilities, and shall encourage the competent charging authorities or bodies and the Airline(s) to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges in accordance with the principles of paragraphs 1 and 2 of this Article. Each Contracting Party shall encourage the competent charging authorities to provide users with reasonable notice of any proposal for charges to enable users to express their views before changes are made.
4. Neither Contracting Party shall be held to be in breach of a provision of this Article, unless: (i) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Contracting Party within a reasonable period of time; or (ii) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

#### **ARTICLE 12 Double Taxation**

1. *[Income and profits of an enterprise of a Contracting Party from the operation of aircraft in international traffic shall be taxable only in the State in which the place of effective management of the Designated Airline is situated.]*
2. *Gains of an enterprise of a Contracting State from the alienation of aircraft operated in international traffic shall be taxable only in the State in which the place of effective management of the Designated Airline is situated.*
3. *Capital of an enterprise of a Contracting State represented by aircraft operated in international traffic and by moveable property pertaining to the operation of such aircraft shall be taxable only in the State in which the place of effective management of the Designated Airline is situated.*
4. *The provisions of paragraph 1 of this Article shall also apply to income and profits from the participation in a pool, a joint business, a cooperative marketing arrangement or an international operating agency.*
5. *If an agreement between the Contracting Parties on avoidance of double taxation and the prevention of fiscal evasion on income and on capital in which air transport is addressed envisages procedures different from those referred to in paragraph 1-4 of this Article, the provisions of the agreement on avoidance of double taxation on income and on capital shall be applicable.]*

## **ARTICLE 13 Transfer of Funds**

1. *[The Designated Airline(s) of each Contracting Party shall be entitled to transfer, from the Territory of sale to their home Territory or to the Airline(s)' choice of State, all local revenues in excess of local expenditures, in the Territory of sale, of the sale of Air Transportation and associated activities directly linked to Air Transportation. Included in such net transfer shall be revenues from sales, made directly or through agents, of Air Transport, and ancillary or supplemental services, and normal commercial interest earned on such revenues while on deposit awaiting transfer.  
On a basis of reciprocity, the conversion and remittance of such revenues shall be permitted without restriction at the rate of exchange applicable to current transactions which is in effect at the time such revenues are presented for conversion and remittance, and shall not be subject to any charges except those normally made by banks for carrying out such conversion and remittance.]*
2. *The Designated Airline(s) of each Contracting Party shall be entitled to effect the actual transfer on receipt of approval.*
3. *Such transfers will be made under the applicable legislation of the Contracting Party concerned.]*

## **CHAPTER V REGULATORY PROVISIONS**

### **ARTICLE 14 Application of Laws, Regulations and Procedures**

1. The laws, regulations and procedures of either Contracting Party relating to the entrance or entry into or departure from its Territory of aircraft engaged in International Air Services, or to the operation and navigation of such aircraft, while within its Territory, shall be complied with by the Designated Airline(s) of the other Contracting Party upon their entrance into, while within and until and including their departure from the said Territory.
2. The laws, regulations and procedures of either Contracting Party relating to immigration, passports or other approved travel documents, entry, clearance, customs and quarantine shall be complied with by crews or passengers and/or on behalf of cargo and mail carried by aircraft of the Designated Airline(s) of the other Contracting Party upon their entrance into, while within and until and including their departure from the Territory of the said Contracting Party.
3. Passengers, baggage, cargo and mail in transit across the Territory of either Contracting Party and not leaving the area of the airport reserved for such purpose shall, except in respect of security measures against violence and air piracy, be subject to no more than a simplified control.



4. Neither of the Contracting Parties shall give preference to any other Airline over the Designated Airline(s) of the other Contracting Party in the application of its customs, immigration, quarantine, and similar regulations; or in the use of airports, airways and air traffic services and associated facilities under its control.
5. Each Contracting Party shall, upon request of the other Contracting Party, supply copies of the relevant laws, regulations and procedures referred to in this Agreement.

#### **ARTICLE 15 Recognition of Certificates and Licenses**

1. Certificates of airworthiness, certificates of competency and licenses issued or validated in accordance with the laws and regulations of one Contracting Party, including, in the case of the Netherlands, European laws and regulations, and unexpired shall be recognized as valid by the other Contracting Party for the purpose of operating the Agreed Services, provided always that such certificates or licenses were issued or validated, equal to or above the minimum standards established under the Convention.
2. If the privileges or conditions of the licenses or certificates referred to in paragraph 1 of this Article, issued by the Aeronautical Authorities of one Contracting Party to any person or Designated Airline or in respect of an aircraft used in the operation of the Agreed Services, should permit a difference from the minimum standards established under the Convention, and which difference has been filed with the International Civil Aviation Organization, the other Party may request consultations between the Aeronautical Authorities with a view to clarifying the practice in question
3. Each Contracting Party, however, reserves the right to refuse to recognize, for flights above its Territory, certificates of competency and licenses granted to or validated for its own nationals by the other Contracting Party.

#### **ARTICLE 16 Safety**

1. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrew, aircraft or their operation adopted by the other Contracting Party. Such consultations shall take place within 30 (thirty) days of that request.
2. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards and requirements in any such area that are at least equal to the minimum standards established at that time pursuant to the Convention, the first Contracting Party shall notify the other Contracting Party of those

findings and the steps considered necessary to conform with those minimum standards, and that other Contracting Party shall take appropriate corrective action. Failure by the other Contracting Party to take appropriate action within 15 days or such longer period as may be agreed, shall be grounds for the application of Article 4 (Revocation and Suspension of Authorization) of this Agreement.

3. Notwithstanding the obligations mentioned in Article 33 of the Convention it is agreed that any aircraft operated by an Airline or, under a lease arrangement, on behalf of the Airline or Airlines of one Contracting Party on Air Services to or from the Territory of the other Contracting Party may, while within the Territory of the other Contracting Party, be made the subject of an examination by the authorized representatives of the other Contracting Party, on board and around the aircraft, to check both the validity of the aircraft documents and those of its crew and the apparent conditions of the aircraft and its equipment (ramp inspections), provided this does not lead to unreasonable delay.
4. If any such ramp inspection or series of ramp inspections gives rise to:
  - a. serious concerns that an aircraft or the operation of an aircraft does not comply with the minimum standards established at that time pursuant to the Convention; or
  - b. serious concerns that there is a lack of effective maintenance and administration of safety standards established at that time pursuant to the Convention,

the Contracting Party carrying out the inspection shall, for the purpose of Article 33 of the Convention, be free to conclude that the requirements under which the certificates or licenses in respect of that aircraft or in respect of the crew of that aircraft had been issued or rendered valid, or that the requirements under which that aircraft is operated, are not equal to or above the minimum standards established pursuant to the Convention.

5. In the event that access for the purpose of undertaking a ramp inspection of an aircraft operated by the Airline or Airlines of one Contracting Party in accordance with paragraph 3 of this Article is denied by the representative of that Airline or Airlines, the other Contracting Party shall be free to infer that serious concerns of the type referred to in paragraph 4 of this Article arise and to draw the conclusions referred to in that paragraph.
6. Each Contracting Party reserves the right to suspend or vary the operating authorization 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, consultations or otherwise, that immediate action is essential to the safety of the Airline's operation.

7. Any action by one Contracting Party in accordance with paragraphs 2 or 6 of this Article shall be discontinued once the basis for the taking of that action ceases to exist.
8. Each Contracting Party shall see to it that the Designated Airline(s) will be provided with communicative, aviation and meteorological facilities and any other services necessary for the safe operation of the Agreed Services.

### **ARTICLE 17 Aviation Security**

1. The Contracting Parties reaffirm, consistent with their rights and obligations under international law, that their mutual obligations to protect the safety of civil aviation against acts of unlawful interference form an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall act specifically 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, its Supplementary Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988, the Convention on the Marking of Plastic Explosives for the Purpose of Detection, signed at Montreal on 1 March 1991, and any other convention or protocol on aviation security to which the Contracting Parties shall become party.
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 standards of aviation security and, in so far as they are applied by them, the Recommended Practices established by the International Civil Aviation Organization and designated as Annexes to the Convention. The Contracting Parties shall require that operators of aircraft of their registry, operators who have their main 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. In this paragraph, the reference to aviation security Standards includes any difference notified by the Contracting Party concerned.



4. Each Contracting Party shall ensure that effective measures are taken within its Territory to protect aircraft, to screen passengers and their carry-on items, and to carry out appropriate checks on crew, cargo (including hold baggage) and Stores prior to and during boarding or loading, and that those measures are adjusted to meet any increased threat. Each Contracting Party agrees that its Designated Airline(s) shall be required to observe the aviation security provisions referred to in paragraph 3 of this Article, required by the other Contracting Party for entrance into, departure from, or while within the Territory of that other Contracting Party. Each Contracting Party shall also act favorably upon 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 provide mutual assistance by facilitating communications and other appropriate measures intended to terminate as rapidly as possible, commensurate with minimum risk to life, such incident or threat.
6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the provisions of this Article, the first Contracting Party may request immediate consultations with the other Contracting Party. Such consultations shall take place within thirty (30) days of that request. These consultations will be aimed at reaching an agreement upon the measures suitable to eliminate the more immediate reasons of concern and at adopting, within the framework of the ICAO security standards, the actions necessary to establish the appropriate conditions of security.
7. Each Contracting Party shall take such measures, as it may find practicable, to ensure that an aircraft subject to an act of unlawful seizure or other acts of unlawful interference which has landed in its Territory, is retained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.

## **CHAPTER VI PROCEDURAL PROVISIONS**

### **ARTICLE 18 Timetable**

1. Each Contracting Party may require the filing of schedules, programs for flights or operational plans by Designated Airline(s) of the other Contracting Party for informational purposes, except as may be required on a non-discriminatory basis to enforce the uniform conditions foreseen by paragraph

2 of Article 9 (Fair Competition) of this Agreement or as may be specifically authorized in the Annex to this Agreement.

2. If a Contracting Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on Air Transportation intermediaries and on the Designated Airline(s) of the other Contracting Party.

#### **ARTICLE 19 Consultation and Amendment**

1. In a spirit of close cooperation the Aeronautical Authorities of the Contracting Parties may consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement.
2. Either Contracting Party may request consultations with a view to amending this Agreement and or its Annex. These consultations shall begin within sixty (60) days from the date of the receipt of the request by the other Contracting Party, unless otherwise agreed. Such consultations may be conducted through discussion or by correspondence.
3. Any amendment to this Agreement shall be agreed upon by the Contracting Parties and shall be effected through an exchange of diplomatic notes and the amendments shall come into force in accordance with the provisions of Article 25 (Entry into Force) of this Agreement.
4. Notwithstanding the provisions of paragraph 3 of this Article any amendment of the Annex to this Agreement shall be agreed upon by the Aeronautical Authorities of the Contracting Parties and confirmed, through an exchange of diplomatic notes, and shall take effect on a date to be determined in the diplomatic notes. This exception to paragraph 3 of this Article does not apply in case any traffic rights are added to the Annex.

#### **ARTICLE 20 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 endeavour to settle their dispute by bilateral negotiations.
2. If the Contracting Parties fail to reach a settlement by negotiation, the dispute may at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within a period of sixty (60) days from the date of receipt by either Contracting Party from the other

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Contracting Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within a further period of sixty (60) days. If either of the Contracting Parties fails to designate its own arbitrator within the period of sixty (60) days or if the third arbitrator is not agreed upon within the period indicated, the President of the Council of the International Civil Aviation Organization may be requested by either Contracting Party to appoint an arbitrator or arbitrators.

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

## **CHAPTER VII FINAL PROVISIONS**

### **ARTICLE 21 Duration and Termination**

1. Either Contracting Party may, at any time, give notice in writing through diplomatic channels to the other Contracting Party of its decision to terminate this Agreement.
2. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case this Agreement shall terminate at midnight at the place of receipt of the notice, twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement between the Contracting Parties before the expiry of this period. In the absence of acknowledgement of receipt of the notice of termination by the other Contracting Party, such notice shall be deemed to have been received fourteen (14) working days after the receipt of that notice by the International Civil Aviation Organization.

### **ARTICLE 22 Registration with ICAO**

This Agreement shall be registered with the International Civil Aviation Organization.

### **ARTICLE 23 Applicability of Multilateral Agreements and Conventions**

1. The provisions of the Convention shall be applicable to this Agreement.
2. If a multilateral agreement or convention, accepted by both Contracting Parties, concerning any matter covered by this Agreement, enters into force, the relevant provisions of that multilateral agreement or convention shall supersede the relevant provisions of this Agreement.
3. The Contracting Parties may consult each other to determine the consequences for this Agreement of the supersession, as mentioned under

paragraph 2 of this Article and to agree upon required amendments to this Agreement.

#### **ARTICLE 24 Applicability of this Agreement**

As regards the Kingdom of the Netherlands, this Agreement shall apply to the Territory of the European part of the Netherlands only.

#### **ARTICLE 25 Entry into Force**

This Agreement shall enter into force on the first day of the second month following the date on which the Contracting Parties have informed each other in writing through diplomatic channels that the formalities and constitutional requirements for its entry into force in their respective countries have been complied with.

**IN WITNESS WHEREOF** the undersigned being duly authorized thereto by their respective Governments, have signed this Agreement in duplicate in the English, Spanish and Dutch Languages, all texts being equally authentic. In the event of any divergence of interpretation, the English text shall prevail.

DONE in \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
FOR THE REPUBLIC OF EL SALVADOR

\_\_\_\_\_  
FOR THE KINGDOM OF THE  
NETHERLANDS

## **Annex**

### Route Schedule

1. For the Designated Airline(s) of the Kingdom of the Netherlands:

All Points in the Netherlands – All Intermediate points – All Points in the Republic of El Salvador – All points beyond.

2. For the Designated Airline(s) of the Republic of El Salvador:

All Points in the Republic of El Salvador – all Intermediate points – All Points in the Netherlands – All points beyond.

Note 1:

Each Designated Airline may on any or all flights and at its option:

- a. operate flights in either or both directions;
- b. terminate any or all of their services in the Territory of the other Contracting Party;
- c. combine different flight numbers within one aircraft operation;
- d. serve intermediate and beyond point and points in the Territories of the Contracting Parties in any combination and in any order;
- e. omit stops at any point or points;
- f. transfer traffic from any of its aircraft to any of its other aircraft at any point;
- g. make stopovers at any point whether within or outside the Territory of either Contracting Party, including the carriage of "own stopover" traffic;
- h. carry transit traffic through the other Contracting Party's Territory; and
- i. combine traffic on the same aircraft regardless of where such traffic originates,

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under this Agreement, provided that any service either begins or terminates in the Territory of the Contracting Party designating the Airline(s).

Note 2:

Irrespective of the Route Schedule, Airport Slots shall have to be requested and allocated prior to the actual operation of flights to and from the Slot coordinated airports.

  
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