

P.T. # 23 959
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**AGREEMENT BETWEEN
THE GOVERNMENT OF THE DOMINICAN REPUBLIC
AND
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
RELATING TO CIVIL AIR TRANSPORT**

The Government of the Dominican Republic and the Government of the People's Republic of China (hereinafter referred to as "the Parties");

Desiring to facilitate friendly contacts between their two peoples and develop mutual relations between the two countries in the field of civil aviation;

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

Have agreed on the establishment and operation of air services between and beyond their respective territories as follows:

**Article I
Definitions**

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

- (1) the term "aeronautical authorities" means, in the case of the Dominican Republic, the Civil Aviation Board, or any person or agency authorized to perform any function presently exercised by the said Administration; and in the case of the People's Republic of China, the Civil Aviation Administration of China, or any person or agency authorized to perform any function presently exercised by the said Administration.
- (2) the term "Agreement" means this Agreement and its Annex as well as any amendment to this Agreement and/or its Annex made in accordance with Article 19 (Amendment and Modification) of this Agreement.
- (3) the term "airline" means any air transport enterprise offering or operating international air services.
- (4) the term "designated airline" means an airline which has been designated and authorized in accordance with Article 3 (Airline Designation and Authorization) of this Agreement.

(5) the term "aircraft" means civil aircraft.

(6) the term "air service" means any scheduled air service performed by aircraft for the public transport of passengers, baggage, cargo or mail.

(7) the term "international air service" means an air service which passes through the air space over the territory of more than one State.

(8) the term "stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo or mail.

(9) the term "capacity" means:

(a) in relation to an aircraft, the payload of that aircraft available on a route or section of a route;

(b) in relation to an air service, 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.

(10) the term "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary service, but excluding prices and conditions for the carriage of mail.

(11) the term "Route Schedule" means the Route Schedule annexed to this Agreement or as amended in accordance with the provisions of Article 19 (Amendment and Modification) of this Agreement. The Route Schedule forms an integral part of this Agreement.

(12) the term "specified route" means the route specified in the Route Schedule.

(13) 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 of the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Parties.

(14) For the Dominican Republic, the terms "sovereignty" and "territory" in relation to a State have the meaning in accordance with the provisions of Article 1 and 2 of the Convention. Sovereignty: "The Contracting States recognize that every State has completely exclusive sovereignty in the airspace above its territory". Territory: "For the purposes of the Convention the territory of a State shall be deemed to be the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or mandate of such State". For the People's Republic of China, the term "territory" in relation to a State, means the land areas and territorial waters adjacent thereto and the airspace above them under the sovereignty of the People's Republic of China.

Article 2
Grant of Rights

(1) Each Party grants to the other Party the rights specified in this Agreement to enable the designated airline(s) of the other Party to establish and operate international air services on the route specified in the Annex (hereinafter called "the agreed services").

(2) Subject to the provisions of this Agreement, the designated airlines of each 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 Party along the air route(s) prescribed by the aeronautical authorities of the other Party;

(b) to make stops for non-traffic purposes at point(s) on the specified route in the territory of the other Party, subject to the approval of the aeronautical authorities of the other Party; and

(c) to make stops at the point(s) on the specified route in the territory of the other Party for the purpose of taking on board and discharging international traffic in passengers, baggage, cargo and mail, originating in or destined for the first Party.

(3) The right of the designated airlines of one Party to take on board and discharge at point(s) in the territory of the other Party international traffic to or from a third country shall be agreed upon between the aeronautical authorities of the two Parties.

(4) Nothing in this Agreement shall be considered as conferring upon the airline or the airlines of one of the Parties the right to board passengers, baggage, cargo or mail in the other Party's territory in exchange for remuneration or contract and destined for another point in the territory of that other Party.

Article 3
Airline Designation and Authorization

(1) Each Party shall have the right to designate in writing through diplomatic channels to the other Party one or more airlines to operate the agreed services on the specified route, and to withdraw or alter such designations.

(2) The substantial ownership and effective control of the airline(s) designated by each Party shall remain vested in such Party or its nationals.

(3) The aeronautical authorities of the other Party may require the airline(s) designated by the first Party to satisfy them that it is qualified to meet the conditions and the obligations prescribed

under the laws and regulations normally and reasonably applied to the operation of international air services by such authorities.

(4) On receipt of such designation, the other Party shall, subject to the provisions of paragraphs (2) and (3) of this Article, grant to the airline(s) so designated the appropriate operating authorization without unreasonable delay.

(5) The designated airline(s) of one Party may commence, when it has acquired operating authorization, operation of the agreed services in accordance with the relevant provisions of this Agreement from the date prescribed in such authorization.

Article 4

Revocation, Suspension of Authorization or Imposition of Condition

(1) Each Party shall have the right to revoke or suspend the operating authorization granted to the designated airline(s) of the other Party or to impose such conditions as it may deem necessary on the exercise by the said designated airline of the rights specified in Article 2 (Grant of Rights) of this Agreement, in any of the following cases:

(a) where it is not satisfied that the substantial ownership and effective control of the said designated airline are vested in the other Party designating that airline or its nationals; or

(b) where the said designated airline fails to comply with the laws and regulations of the first Party referred to in Article 5 (Application of Laws and Regulations) of this Agreement;
or

(c) where the said designated airline otherwise fails to operate in accordance with the conditions prescribed under this Agreement, including the provisions set forth in Article 14 on Aviation Security and Article 15 on Aviation Safety.

(2) Unless immediate revocation, suspension of rights or imposition of conditions prescribed in paragraph (1) of this Article is essential to prevent further infringement of laws and regulations by the said designated airline, such rights shall be exercised only after consultation with the other Party, except as provided by Articles 14 on Aviation Security, and 15 on Aviation Safety.

Article 5

Application of Laws and Regulations

(1) The laws and regulations of one Party relating to the admission to, departure from or operation and navigation in its territory of aircraft engaged in the international operation shall be applicable to the aircraft of the designated airline(s) of the other Party, while entering, departing from or operating and navigating in the territory of the first Party.

(2) The laws and regulations of one Party relating to admission to, stay in or departure from its territory of passengers, crew, baggage, cargo or mail, such as laws and regulations relating to entry, clearance, immigration, passports, customs and quarantine, shall be applicable to the passengers, crew, baggage, cargo or mail carried by the aircraft of the designated airline(s) of the other Party while entering, staying in and departing from the territory of the first Party.

(3) Other relevant laws and regulations relating to aircraft and provisions in respect of civil aviation of one Party shall be applicable to the designated airline(s) of the other Party while operating the agreed services in the territory of the first Party.

(4) Passengers, baggage, cargo and mail in direct transit and not leaving the area of the airport reserved for such purpose shall be subject to no more than a simplified control, according to the laws and regulations of each Party.

Article 6 Capacity Provisions

(1) There shall be a fair and equal opportunity for the designated airlines of the Parties to operate the agreed services on the specified route.

(2) In operating the agreed services, the designated airline(s) of each Party shall take into account the interests of the designated airline(s) of the other Party so as not to affect unduly the services provided by the latter on the whole or part of the same route.

(3) The agreed services supplied by the designated airlines of the Parties shall provide at a reasonable load factor capacity adequate to meet the traffic requirements for the carriage of passengers, baggage, cargo and mail between the territories of the Parties.

(4) Provision for taking on board and discharging passengers, baggage, cargo and mail by the designated airline(s) of one Party at point(s) on the specified route other than point(s) in the territory of either Party 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 Party which has designated the airline;

(b) traffic requirements of the country or region other than the Parties through which the agreed service passed, taking account of other air services established by airline(s) of the State or that region;

(c) the requirements of through airline operation.

Article 7
Commercial Arrangements

- (1) Capacity and frequency shall be agreed upon between the aeronautical authorities of the Parties.
- (2) The designated airline(s) of each Party shall submit its envisaged flight schedules for approval to the aeronautical authorities of the other Party at least sixty (60) days prior to the operation of the agreed services. Any modification thereof shall be submitted for consideration at least thirty (30) days prior to the operation.
- (3) For supplementary flights which the designated airline(s) of one Party wishes to operate on the agreed services outside the approved timetable, that airline must request prior permission from the aeronautical authorities of the other Party. Such requests shall usually be submitted at least five (5) working days prior to the operation of such flights.

Article 8
Tariffs

- (1) The tariffs applicable to the agreed services on the specified route shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service (such as speed and standard of accommodation) and tariffs applicable to the services of other airline(s) on any section of the specified route.
- (2) The tariffs to be applied shall be submitted for the register to the aeronautical authorities of both Parties at least sixty (60) days before the proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the said authorities.
- (3) If the aeronautical authority of one Party gives to the aeronautical authority of the other Party a notice of its disagreement of any tariff to be applied by the designated airlines of the other Party, the aeronautical authorities of the Parties shall endeavor to determine the tariff by mutual agreement.
- (4) If the aeronautical authorities of the Parties cannot agree on any tariff submitted to them under paragraph (2) of this Article, or on the determination of any tariff under paragraph (3) of this Article, the dispute shall be settled in accordance with the provisions of Article 18 (Settlement of Disputes) of this Agreement.
- (5) A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff is established. Nevertheless, a tariff shall not be prolonged by virtue of this paragraph for more than twelve (12) months after the date on which it otherwise would have expired.

Article 9

Technical Services and Rate of Charge

(1) Each Party shall provide regular airport(s), alternate airport(s) and air navigation facilities in its territory and relevant services including communications, navigational, meteorological and other auxiliary facilities and services for the operation of the agreed services by the designated airline(s) of the other Party.

(2) The designated airline(s) of each Party shall be charged for the use of airports and air navigation facilities of the other Party at fair and reasonable rates according to the laws and regulations prescribed by the appropriate authorities of the other Party and the contractual commitments between the designated airline(s) and the service provider(s).

Article 10

Provision of Statistical Data

The aeronautical authorities of either Party shall furnish to the aeronautical authorities of the other Party, at their request, statistical data as may be reasonably required for the purpose of reviewing the capacity provided by the agreed services operated by the designated airline(s) of the first Party on the specified route. Such data shall include all information required to determine the amount of traffic carried by the said designated airline on the agreed services.

Article 11

Representation and Personnel

(1) For the operation of the agreed services on the specified route, the designated airline(s) of each Party shall have the right, on the reciprocal basis, to set up representation at the point(s) on the specified route within the territory of the other Party.

(2) The designated airline(s) of one Party shall have the right, in accordance with the laws and regulations relating to entry, residence and employment of the other Party, to bring in and maintain in the territory of the other Party their representatives and those of its own managerial, technical, operational and other specialist staff at managerial level who are required for the provisions of the agreed services, including third country nationals.

(3) The staff members of the representation of the designated airline(s) of each Party in the territory of the other Party shall be subject to the laws and regulations of the other Party.

(4) Each Party grants to the designated airlines of the other Party the right to engage in the sale of air transportation in its territory directly and, at the airlines' discretion, through its agents. The designated airlines of each Party shall also have the right to sell such transportation, and any person shall be free to purchase such transportation, in the currencies of the other Party, or in

freely convertible currencies in accordance with the provisions of the foreign exchange control regulations of that other Party.

Article 12
Customs Duties and Taxation

(1) When an aircraft operated on the agreed services by the designated airline(s) of one Party arrives in the territory of the other Party, the said aircraft and its regular equipment, spare parts (including engines), fuels (introduced into the territory of the other Party and retained on board the aircraft, at its entry and exit), oil (including hydraulic fluids, lubricants) and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt on the basis of reciprocity from all customs duties, taxes, inspection fees and other similar fees and charges, provided such equipment and items remain on board the aircraft up to such time as they are re-exported.

(2) The following equipment and items shall also be exempt on the basis of reciprocity from all customs duties, taxes, inspection fees and other similar fees and charges, with the exception of charges corresponding to the services provided:

(a) regular equipment, spare parts (including engines), oil (including hydraulic fluids, lubricants) and aircraft stores (including food, beverages and tobacco) carried into the territory of the other Party and intended for use on aircraft operated on the agreed services by the designated airline(s), even when such equipment and items are to be used on part of the journey performed over the territory of the other Party;

(b) spare parts (including engines) introduced into the territory of the other Party for the maintenance or repair of aircraft operated on the agreed services by the designated airline(s).

(3) The equipment and items referred to in paragraphs (1) and (2) of this Article may be unloaded in the territory of the other Party with the approval of the Customs authorities of the other Party. Such equipment and items shall be kept under the supervision or control of the Customs authorities of the other Party up to such time as they are re-exported, or otherwise disposed of in accordance with the customs regulations of the other Party.

(4) The exemption provided for in paragraphs (1) and (2) of this Article shall also be available where a designated airline of one Party has contracted with other airline(s), which similarly enjoy(s) such exemptions in the territory of the other Party, for the loan or transfer in the territory of the other Party of the equipment and items specified in paragraphs (1) and (2) of this Article.

(5) Printed ticket stock, air waybills and publicity materials introduced by the designated airline(s) of one Party into the territory of the other Party, shall be exempt on the basis of

reciprocity from all customs duties, taxes, inspection fees and other similar fees and charges.

(6) Office supplies, as well as computer reservation system and communication equipment including their spare parts of the representation of the designated airline(s) of either Party shall, when introduced into the said territory of the other Party, be exempt from customs duties and other duties on importation on the basis of reciprocity provided these supplies are intended for the airline's own use and do not exceed reasonable limit.

(7) Baggage, cargo and mail in direct transit shall be exempt from all customs duties, taxes, inspection fees and other similar fees and charges on the basis of reciprocity with the exception of the charges corresponding to the services provided.

(8) The property of the designated airline(s) of each Party within the territory of the other Party shall exempt from all taxes on the basis of reciprocity.

Article 13

Conversion and Remittance of Revenue

(1) The designated airline(s) of each Party shall have, on the reciprocal basis, the right to remit its revenue received in the territory of the other Party to the territory of the first Party.

(2) The conversion and remittance of such revenue shall be effected in convertible currencies at the effective rate of exchange prevailing on the date of remittance, in accordance with national laws and applicable exchange regulations.

Article 14

Aviation Security

(1) The 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. The Parties shall in particular act in conformity with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971 and the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988; as well as any other Convention or Protocol relating to civil aviation security to which both Parties adhere.

(2) The Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of aircraft and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of

civil aviation.

(3) The Parties shall, in their mutual relations, act in conformity with the Standards and Recommended Practices relating to aviation security established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation to the extent that such Standards and Recommended Practices are applicable to the Parties. They shall require that operators of aircraft of their registry and operators of aircraft who have their principal place of business or permanent residence in their territory and operators of airport in their territory act in conformity with such aviation security provisions.

(4) Both Parties agree that such operators of aircraft may be required to observe the aviation security provisions established by the other Party as referred to in paragraph (3) of this Article for entry into, departure from, or while within the territory of that other Party. Both Parties shall ensure that adequate measures are effectively applied within its territory to protect the safety of the aircraft prior to and during boarding or loading, and to inspect passengers, crew, baggage, cargo and aircraft stores prior to boarding or loading. Each Party shall also give sympathetic consideration to any request from the other Party for reasonable special security measures to meet a particular threat.

(5) When an incident or threat of unlawful seizure of aircraft or other unlawful acts against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat.

(6) When a Party has reasonable grounds to believe that the other Party failed to comply with the provisions of this Article, it may request consultations. The consultations shall start within fifteen (15) days of receipt of the request for consultations. Failure to reach a satisfactory arrangement or agree to the request for consultation within fifteen (15) days from the date of receipt of such request shall constitute grounds to withhold, revoke, limit or impose conditions on the operating authorization of one or more aircraft operators of such other Party. When justified by an emergency, or to prevent further non-compliance with the provisions of this Article, the Party that believes that the other Party has departed from the provisions of this Article may take interim action at any time.

Article 15 **Aviation Safety**

(1) Each Party may request consultations at any time concerning the safety standards maintained by the other Party in areas relating to aeronautical facilities, flight crew, aircraft and the operation of aircraft. Such consultations shall take place within thirty (30) days of that request.

(2) If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards in the areas referred to in paragraph (1) that meet the Standards established at that time pursuant to the Convention, the other Party shall be informed of such findings and of the steps considered necessary to conform with the ICAO Standards. The other 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 Party, on service to or from the territory of another Party, may, while within the territory of the other Party be the subject of a search by the authorized representatives of the other Party, provided this does not cause unreasonable delay in the operation of the aircraft. Notwithstanding the obligations mentioned in Article 33 of the Convention, 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 Party reserves the right to immediately suspend or vary the operating authorization of an airline or airlines of the other Party.

(5) Any action by one Party in accordance with paragraph (4) above shall be discontinued once the basis for the taking of that action ceases to exist.

Article 16

Recognition of Certificates and Licenses

(1) Each Party shall recognize the valid certificate of air worthiness, certificate of competency and licenses issued or validated by the other Party for the operation of the agreed services on the specified route, provided that the standards of such certificates and licenses are equivalent to or above the minimum standards established from time to time in accordance with the Convention on International Civil Aviation.

(2) Each Party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Party or by a third country.

Article 17

Consultation

(1) The Parties shall, in the spirit of close cooperation and mutual support, ensure the correct implementation of and satisfactory compliance with the provisions of this Agreement. To this end, the aeronautical authorities of the Parties shall consult each other from time to time.

(2) Either Party may at any time request consultation with the other Party concerning this Agreement. Such consultation shall begin as soon as possible, and at least within sixty (60) days from the date of receipt of the request by the other Party unless otherwise agreed to.

Article 18

Settlement of Disputes

(1) If any dispute arises between the Parties relating to the interpretation or implementation of this Agreement, the aeronautical authorities of the two Parties shall in the first place settle the dispute by negotiation.

(2) If the aeronautical authorities of the Parties fail to reach a settlement of the said dispute, the Parties shall settle such dispute through diplomatic channels.

Article 19

Amendment and Modification

(1) If either of the Parties considers it desirable to amend any provision of this Agreement or its Annex, it may at any time request consultation with the other Party, and such consultation, which may be through discussion or by correspondence, shall begin within a period of ninety (90) days from the date of receipt of the request by the other Party, unless both Parties agree to an extension of this period.

(2) The consultation referred to in paragraph (1) of this Article may also be held between the aeronautical authorities of the Parties.

(3) With the exception of provisions provided in paragraph (4) of this Article, any amendment to this Agreement shall come into force when it has been confirmed by an exchange of notes through diplomatic channels.

(4) If the Amendment relates only to the provisions of the annexed Schedules, it may be agreed upon between the aeronautical authorities of both Parties in writing and shall become effective from the date of the agreement between both aeronautical authorities.

Article 20

Termination

(1) Either Party may at any time give notice to the other Party through diplomatic channels of its decision to terminate this Agreement. This Agreement shall then terminate twelve (12) months after the date of receipt of the notice by the other Party unless such notice is withdrawn by agreement between the Parties before the expiry of this period.

Article 21

Registration with International Civil Aviation Organization

This Agreement or any amendment thereto shall be registered with the International Civil Aviation Organization.


Article 22

Entry Into force

This Agreement shall enter into force on the date of receipt of the last notification through diplomatic notes by either Party to the other Party that it has fulfilled its internal legal procedures for the entry into force of this Agreement.

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

Done in Beijing on November 2, 2018 in duplicate in the Spanish, Chinese and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.



For the Government of
the Dominican Republic



For the Government of
the People's Republic of China

Annex
Route Schedule

1. The route of the agreed services operated by the airlines designated by the Government of the People's Republic of China shall be as follows in both directions:

Points of origin: any point or points

Intermediate points: any point or points

Points of destination: any point or points

Points beyond: any point or points

2. The route of the agreed services operated by the airlines designated by the Government of the Dominican Republic shall be as follows in both directions:

Points of origin: any point or points

Intermediate points: any point or points

Points of destination: any point or points

Points beyond: any point or points

Notes:

1. The designated airline(s) of either Party may omit on any or all flights, any point on the specified routes and may serve them in any order, provided the agreed service begin and terminate in the territory of the Party designating the airline.
2. The exercise of fifth freedom traffic rights by the designated airline(s) of both Parties on the above routes shall be agreed upon between the aeronautical authorities of the two Parties.
3. Unless otherwise agreed, points specified in the above Routes Schedule shall not include Hong Kong Special Administrative Region, Macau Special Administrative Region or points in Taiwan Province of the People's Republic of China.

多米尼加共和国政府和中华人民共和国政府 民用航空运输协定

多米尼加共和国政府和中华人民共和国政府（以下简称双方）；
为了便利两国人民之间的友好交往，发展两国民用航空方面的相互关
系；

作为一九九四年十二月七日在芝加哥开放签字的《国际民用航空公约》
的当事国；

就建立和经营两国领土之间及其以远地区的航班，达成协议如下：

第一条 定义

除非本协定另有规定，本协定中：

（一）“航空当局”，多米尼加共和国方面指民航委员会，或者指受权
执行该委员会目前所行使的任何职能的任何个人或者机构；中华人民共和国
方面指中国民用航空局，或者指受权执行该局目前所行使的任何职能的
任何个人或者机构。

（二）“协定”，指本协定及其附件以及根据本协定第十九条（修订）
规定对本协定和/或附件的任何修订。

（三）“空运企业”，指提供或者经营国际航班的任何航空运输企业。

（四）“指定空运企业”，指根据本协定第三条（空运企业的指定和许
可）规定经指定和许可的空运企业。

（五）“航空器”，指民用航空器。

（六）“航班”，指以航空器从事旅客、行李、货物或者邮件公共运输
的任何定期航班。

(七)“国际航班”，指飞经一个以上国家领土上空的航班。

(八)“非运输业务性经停”，指目的不在于上下旅客、行李、货物或者邮件的经停。

(九)“运力”：

1. 就航空器而言，指该航空器在航线或者航段上可提供的载量；
2. 就航班而言，指飞行该航班的航空器的运力乘以该航空器在一定时期内在航线或者航段上所飞行的班次。

(十)“运价”，指运输旅客、行李和货物所采用的价格和价格条件，包括提供代理和其他附属服务的价格和价格条件，但不包括运输邮件的价格和价格条件。

(十一)“航线表”，指本协定附件规定的航线表或者根据本协定第十九条（修订）规定修改的航线表。航线表是本协定的组成部分。

(十二)“规定航线”，指航线表规定的航线。

(十三)“公约”，指一九四四年十二月七日在芝加哥开放签字的《国际民用航空公约》，包括双方均接受的、根据该公约第九十条通过的任何附件及根据该公约第九十条和第九十四条对附件或公约的任何修订。

(十四)对于多米尼加共和国，与一国相关的“主权”和“领土”定义与公约第一条和第二条的规定保持一致。主权：“缔约各国承认每一国家对其领土之上的空域具有完全的、排他的主权。”领土：“公约所指一国的领土，应认为是在该国主权、宗主权、保护或委任统治下的陆地区域及其邻接的领水。”对于中华人民共和国，与一国相关的“领土”，指中华人民共和国主权管辖下的陆地、领海、内水及其以上空域。

第二条 授权

一、一方给予另一方以本协定规定的权利，以便另一方指定空运企业在附件规定的航线上建立和经营国际航班（以下称为协议航班）。

二、在不违反本协定规定的情况下，一方指定空运企业在规定航线上经营协议航班时，享有下列权利：

(一) 沿另一方航空当局规定的航路不经停飞越另一方领土；

(二) 经另一方航空当局同意，在另一方领土内规定航线上的地点作非运输业务性经停；和

(三) 在另一方领土内规定航线上的地点经停，以便上下来自或前往一方领土的国际旅客、行李、货物和邮件。

三、一方指定空运企业在另一方领土内地点上下前往或者来自第三国国际业务的权利，由双方航空当局商定。

四、本协定中的规定不得被视为给予一方指定空运企业，为了取酬或者合约，在另一方领土内装载旅客、行李、货物或者邮件前往该另一方领土内另一地点的权利。

第三条 空运企业的指定和许可

一、一方有权通过外交途径以书面方式向另一方指定一家或多家空运企业，在规定航线上经营协议航班，并且有权撤销或更改上述指定。

二、一方指定空运企业的主要所有权和有效管理权应属于该方国家或者其国民。

三、另一方航空当局可要求一方指定空运企业向其证明，该指定空运企业有资格履行另一方航空当局通常合理地适用于国际航班经营的法律和规章所规定的条件和义务。

四、在不违反本条第二款和第三款规定的情况下，另一方在收到上述指定通知后，应立即给予该指定空运企业以适当的经营许可，不应无故迟延。

五、一方指定空运企业一经收到经营许可，即可在上述许可规定的日期，按照本协定的相关规定开始经营协议航班。

第四条 许可的撤销、暂停或者附加条件

一、有下列情形之一时，一方有权撤销或者暂停对另一方指定空运企业的经营许可，或者对该指定空运企业行使本协定第二条（授权）规定的权利附加其认为必要的条件：

（一）一方对该指定空运企业的主要所有权和有效管理权是否属于指定该空运企业的另一方国家或者其国民有疑义；或者

（二）该指定空运企业不遵守本协定第五条（法律和规章的适用）所指的一方的法律和规章；或者

（三）该指定空运企业在其他方面没有按照本协定规定的条件（包括第十四条关于航空安保和第十五条关于航空安全所述的规定）经营。

二、除非本条第一款规定的权利的撤销、暂停或者附加条件必须立即执行，以防止该指定空运企业进一步违反法律和规章，上述权利只能在与另一方磋商后方可行使，但第十四条关于航空安保和第十五条关于航空安全所作规定除外。

第五条 法律和规章的适用

一、一方关于从事国际飞行的航空器进出其领土或者在其领土内运行和航行的法律和规章，应适用于另一方指定空运企业进出该方领土或者在该方领土内运行和航行的航空器。

二、一方关于旅客、机组、行李、货物或者邮件进出其领土或者在其领土内停留的法律和规章，例如关于入境、放行、移民、护照、海关和检疫的法律和规章，应适用于另一方指定空运企业进出该方领土或在该方领土内停留的航空器所载运的旅客、机组、行李、货物或者邮件。

三、一方关于航空器方面的其他相关法律和规章以及有关民用航空方

面的规定，应适用于在其领土内经营协议航班的另一方指定空运企业。

四、对直接过境、不离开为直接过境而设的机场区域的旅客、行李、货物和邮件，应根据一方的法律和规章只采取简化的控制措施。

第六条 运力规定

一、双方指定空运企业应享有公平均等的机会在规定航线上经营协议航班。

二、在经营协议航班方面，一方指定空运企业应考虑到另一方指定空运企业的利益，以免不适当地影响后者在相同航线或者航段上经营的航班。

三、双方指定空运企业提供的协议航班应以合理的载运比率提供足够的运力，以便满足双方领土之间的旅客、行李、货物和邮件的运输需要。

四、一方指定空运企业在双方领土以外规定航线上地点上下旅客、行李、货物和邮件，应根据运力须与下列各点相联系的总原则予以规定：

（一）来自和前往指定空运企业的一方领土的运输需要；

（二）协议航班所经双方以外国家或者地区的运输需要，但应考虑该国家或地区的空运企业所建立的其他航班；

（三）联程航班经营的需要。

第七条 商务安排

一、运力和班次应由双方航空当局商定。

二、一方的指定空运企业应在不迟于协议航班经营之前 60 天向另一方的航空当局提交其预计的班期时刻表供其批准。对时刻表的任何修改应不迟于生效前 30 天提交审核。

三、对于一方指定空运企业欲于批准的班期时刻表之外经营的协议航班的加班飞行，该空运企业必须事先得到另一方航空当局的许可。此种申请通常应至少在进行上述飞行前 5 个工作日提交。

第八条 运价

一、适用于规定航线上的协议航班的运价，应在合理的水平上制定，适当照顾到一切有关因素，包括经营成本、合理利润、航班特点（如速度和舒适水平）以及其他空运企业在规定航线的任一航段上的运价。

二、拟采用的运价至迟应在距计划采用之日 60 天前提交双方民航当局登记。在特殊情况下，可由双方航空当局达成协议，缩短上述期限。

三、如果一方航空当局通知另一方航空当局，其不同意另一方指定空运企业拟采用的运价，则双方航空当局应努力达成协议，确定运价。

四、如果双方航空当局未能就根据本条第二款提交的运价达成协议，或者未能根据本条第三款就运价的确定达成协议，此项争端应根据本协定第十八条（争端的解决）规定予以解决。

五、根据本条规定制定的运价应在新运价制定前继续适用。但是任何运价不得以本款为由，自原到期之日起延用 12 个月以上。

第九条 技术服务和费率

一、一方应在其领土内为另一方指定空运企业经营的协议航班提供主用机场、备用机场、航行设施以及相关服务，包括通信、导航、气象服务及其他附属设施和服务。

二、一方指定空运企业使用另一方的机场和航行设施，应按照另一方有关当局规定的法律、规章以及指定空运企业与服务提供方之间的合约承诺，以公平合理的费率付费。

第十条 统计资料的提供

一方航空当局应根据另一方航空当局的要求，向其提供审议一方指定空运企业在规定航线上经营的协议航班的运力所合理需要的统计资料。这些资料应包括为确定该指定空运企业协议航班的运输业务量所需的全部资料。

第十一条 代表机构和人员

一、为了在规定航线上经营协议航班，一方指定空运企业有权在对等的基础上在规定航线上的另一方领土内的地点设立常驻代表机构。

二、一方指定空运企业有权根据另一方关于入境、居留和就业的法律和规章，在另一方领土内派驻和维持代表人员和提供协议航班所需的、具有管理职位的管理、技术、运行和其他专业人员，包括第三国国民。

三、一方指定空运企业在另一方领土内所设常驻代表机构的工作人员应遵守另一方的法律和规章。

四、一方允许另一方指定空运企业在其领土内直接、以及由该指定空运企业自行决定通过代理机构销售航空运输。此外，一方指定空运企业和任何人有权以另一方货币或者根据另一方外汇管理规章的规定，以可自由兑换货币销售、购买上述航空运输。

第十二条 税费

一、一方指定空运企业飞行协议航班的航空器进入另一方领土时，该航空器及该航空器上的正常设备、零备件(包括发动机)、燃料(在进出另一方领土时，运入该方领土并存留在该航空器上)、油料(包括液压油、润滑油)和机上供应品(包括食品、饮料和烟草)，应在对等的基础上免纳一切关税、税收、检验费和其他类似费用。但这些设备和物品应留置在该航空器上直至重新运出。

二、除了提供服务的费用外，下列设备和物品也应在对等的基础上免纳一切关税、税收、检验费和其他类似费用：

(一) 运入另一方领土供指定空运企业在飞行协议航班的航空器上使用的正常设备、零备件（包括发动机）、油料（包括液压油、润滑油）和机上供应品（包括食品、饮料和烟草），即使这些设备和物品在另一方领土内的部分航段上使用；

(二) 运入另一方领土的为维护或者检修指定空运企业飞行协议航班的航空器的零备件（包括发动机）。

三、本条第一、二款所述设备和物品，经另一方海关当局同意后，可在另一方领土内卸下。这些设备和物品应受另一方海关当局监管或控制直至重新运出，或者根据另一方的海关法规另作处理。

四、一方指定空运企业和另一家或多家在另一方领土内享有同样税费免纳待遇的空运企业订有合同，在另一方领土内向其租借或者转让本条第一、二款所述设备和物品的，则也应适用本条第一、二款中的豁免规定。

五、一方指定空运企业运入另一方领土的客票、货运单和宣传品，应在对等的基础上免纳一切关税、税收、检验费和其他类似费用。

六、一方指定空运企业常驻代表机构的办公用品以及包括零备件在内的计算机订座系统和通信设备，在进入另一方领土时，应在自用合理数量范围内和对等的基础上免纳关税以及其他进口环节的税收。

七、直接过境的行李、货物和邮件，除提供服务的费用外，应在对等的基础上免纳一切关税、税收、检验费和其他类似费用。

八、一方指定空运企业在另一方领土内的财产，应在对等的基础上免征一切税收。

第十三条 收入汇兑

一、一方指定空运企业在对等的基础上，有权将在另一方领土内取得

的收入汇至一方领土。

二、上述收入的汇兑应按照国家法律和适用的外汇规章，按汇兑当日适用的有效汇率以可兑换货币进行结算。

第十四条 航空安保

一、双方重申，为保护民用航空安全免遭非法干扰而相互承担的义务，构成本协定不可分割的组成部分。双方应特别遵守一九六三年九月十四日在东京签订的《关于在航空器内的犯罪和其他某些行为的公约》、一九七零年十二月十六日在海牙签订的《关于制止非法劫持航空器的公约》、一九七一年九月二十三日在蒙特利尔签订的《关于制止危害民用航空安全的非法行为的公约》、一九八八年二月二十四日在蒙特利尔签订的《制止在用于国际民用航空机场发生的非法暴力行为的议定书》以及双方均加入的任何其他与民用航空安保有关的公约或议定书中的规定。

二、双方应根据请求相互提供一切必要的协助，防止非法劫持航空器和其他危及航空器及其旅客、机组、机场和航行设施安全的非法行为，以及危及民用航空安全的任何其他威胁。

三、双方在其相互关系中，应遵守国际民用航空组织制定的、作为《国际民用航空公约》附件并对双方均适用的航空安保标准和建议措施。双方应要求在其领土内注册的航空器经营人和主要营业地或者永久居住地在其领土内的航空器经营人以及在其领土内的机场经营人遵守上述航空安保规定。

四、双方同意，可要求上述航空器经营人在进出另一方领土或者在另一方领土内停留时遵守另一方规定的本条第三款所述的航空安保规定。双方保证在其领土内采取足够有效的措施，在登机或者装机前和在登机或者装机时，保护航空器的安全，并且在登机或者装机前，对旅客、机组、行李、货物和机上供应品进行检查。一方对另一方提出的为对付特定威胁而

采取合理的特殊安保措施的要求，应给予同情的考虑。

五、当发生非法劫持航空器事件或者以劫持航空器相威胁，或者发生其他危及航空器及其旅客、机组、机场或者航行设施安全的非法行为时，双方应相互协助，提供联系的方便并采取其他适当的措施，以便迅速、安全地结束上述事件或者威胁。

六、当一方有合理理由相信，另一方未能遵守本条规定时，该方可要求进行磋商。磋商应在收到磋商要求后 15 天内开始。上述要求收到之日起 15 天内未能达成令人满意的安排或未能同意该磋商要求，应构成对该另一方的一家或多家航空器经营人的经营许可予以暂停、撤销、限制或者附加条件的理由。如果情况紧急，或者为了防止发生进一步违反本条所述规定的行为，认为另一方违背本条规定的一方可随时采取临时行动。

第十五条 航空安全

一、一方可随时要求就另一方在航行设施、飞行机组、航空器和航空器运行方面所维持的安全标准进行磋商。磋商应该在收到要求之日起 30 天内进行。

二、如果在磋商之后，一方发现另一方未能有效地维持和执行本条第一款所述方面的安全标准，以满足当时根据公约所制定的标准，一方应将调查结果以及为符合国际民航组织标准所应采取的必要步骤告知另一方。另一方应在商定的期限内采取适当的改正行动。

三、根据公约第十六条，双方进一步同意，一方空运企业经营或代表其经营的进出另一方领土的航班的航空器在另一方领土内时，另一方的授权代表可对其进行检查，但应避免对航空器运行造成不合理的延误。尽管有公约第三十三条规定的义务，检查的目的是查验相关的航空器文件、机组执照的有效性，以及航空器的设备和条件是否符合当时根据公约所制定的标准。

四、如必须采取紧急行动以确保空运企业的运营安全，一方保留立即暂停或者修改另一方一家或者多家空运企业的经营许可的权利。

五、一旦采取行动的依据不复存在，一方根据上述第四款采取的任何行动应予停止。

第十六条 证件和执照的承认

一、一方应承认另一方颁发或者核准的用于在规定航线上经营协议航班的有效适航证、合格证和执照，但是颁发或者核准上述证件和执照的标准，应相当于或者高于根据《国际民用航空公约》随时制定的最低标准。

二、但是，一方可拒绝承认另一方或者第三国向其本国国民颁发的或者核准有效的、在其本国领土上空飞行为目的的合格证与执照的有效性。

第十七条 磋商

一、双方应本着密切合作和相互支持的精神，保证本协定各项规定的正确实施和满意遵守。为此，双方航空当局应经常互相磋商。

二、一方可随时要求与另一方就本协定进行磋商。磋商应尽早开始，除非另有协议，至迟应在另一方收到要求之日起60天内进行。

第十八条 争端的解决

一、如双方对本协定的解释或者实施发生争端，可先由双方航空当局通过谈判协商解决。

二、如双方航空当局不能就上述争端达成协议，双方应通过外交途径予以解决。

第十九条 修订

一、一方如认为需要修订本协定或者其附件的任何规定，可随时要求与另一方以会晤或者书面形式进行磋商，并应在另一方收到要求之日起90天内开始，除非双方同意延长这一期限。

二、本条第一款所述的磋商也可在双方航空当局之间进行。

三、除本条第四款规定的情形外，对本协定的任何修订，应通过外交途径换文确认后生效。

四、如果修订仅涉及附件航线表中的规定，双方航空当局可就修订达成书面协议，并且上述修订应自双方航空当局达成协议之日起生效。

第二十条 终止

一方可随时通过外交途径通知另一方其终止本协定的决定。本协定应在另一方收到通知之日起12个月后终止，除非在期满前经双方协议撤回该通知。

第二十一条 向国际民用航空组织登记

本协定或者对本协定的任何修订应向国际民用航空组织登记。

第二十二条 生效

双方应通过外交照会相互通知已完成协定生效所必需的国内法律程序。本协定自后一份通知收到之日起生效。

下列代表，经其各自政府正式授权，在本协定上签字，以昭信守。

本协定于 2018 年 11 月 2 日在北京签订，一式两份，每份均用西班牙文、中文和英文写成，三种文本同等作准。如对文本的解释产生分歧，以英文文本为准。



多米尼加共和国政府

代 表



中华人民共和国政府

代 表

附件

航 线 表

(一) 中华人民共和国政府指定空运企业经营协议航班的往返航线:

始发点: 任意一点或多点

中间点: 任意一点或多点

目的点: 任意一点或多点

以远点: 任意一点或多点

(二) 多米尼加共和国政府指定空运企业经营协议航班的往返航线:

始发点: 任意一点或多点

中间点: 任意一点或多点

目的点: 任意一点或多点

以远点: 任意一点或多点

附注:

1. 一方指定空运企业在任何或者所有飞行中, 可不经停规定航线上的任何地点并可自行决定飞行航线的组合, 但协议航班应在指定该空运企业的一方领土内始发和终止。

2. 双方指定空运企业在上述航线上行使第五业务权, 应由双方航空当局商定。

3. 除非双方另有协议, 上述航线表中规定的地点不包括香港特别行政区、澳门特别行政区和中华人民共和国台湾省内地点。