

Jamaica Model Open Skies Agreement

June 2010

**AGREEMENT BETWEEN THE
GOVERNMENT OF JAMAICA AND
THE GOVERNMENT OF**

.....

**CONCERNING
AIR SERVICES**

INDEX

Articles	Sections
Preamble	
Article 1	Definitions
Article 2	Applicability of Chicago Convention
Article 3	Grant of Rights
Article 4	Designation and Authorization of Airlines
Article 5	Revocation or Suspension of Operating Authorizations
Article 6	Applicable Laws
Article 7	Safety
Article 8	Fair Competition
Article 9	Tariffs
Article 10	User Charges
Article 11	Exemption from Customs Duties and other charges
Article 12	Transfer of Earnings
Article 13	Aviation Security
Article 14	Provision of Statistics
Article 15	Commercial Opportunities
Article 16	Cooperative Arrangements
Article 17	Ground Handling Provisions
Article 18	Consultations
Article 19	Settlement of Disputes
Article 20	Multilateral Agreement
Article 21	Amendment
Article 22	Termination
Article 23	Registration with ICAO
Article 24	Entry into Force
Annex	Route Schedules

PREAMBLE

The Government of Jamaica and the Government of
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 conclude an Agreement supplementary to the said Convention for the
purpose of establishing air services between their respective territories;

Desiring to promote an international aviation system based on competition
among airlines in the marketplace with minimum government interference and
regulation;

Desiring to facilitate the expansion of international air service opportunities;

Recognising that efficient and competitive international air services enhance
trade, the welfare of consumers and economic growth; and

Desiring to ensure the highest degree of safety and security in international air
services and reaffirming their grave concern about acts or threats against the
security of aircraft which jeopardise the safety of persons or property, adversely
affect the operation of air services and undermine public confidence in the safety
of civil aviation.

Have agreed as follows:

ARTICLE 1

Definitions

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

- (a) the term “aeronautical authorities” means, in the case of Jamaica, the Minister responsible for Civil Aviation or the Jamaica Civil Aviation Authority, and, in the case of, the, or, in both cases, any person or agency authorised to perform the functions exercisable by those authorities;
- (b) the term “this Agreement” includes the Annex hereto and any amendments to it or to this Agreement;
- (c) the terms “air service”, “international air service”, “airline” and “stop for non-traffic purposes” have the meanings respectively assigned to them in Article 96 of the Chicago Convention;
- (d) the terms “the Convention” and “Chicago Convention” mean the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have become effective for or been ratified by both Contracting Parties;
- (e) the term “designated airline” means an airline which has been designated and authorised in accordance with Article 4 of this Agreement;

- (f) the term “tariff” means the prices to be paid for the carriage of passengers, baggage and freight and the conditions under which those prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration or conditions for the carriage of mail.
- (g) the term “territory” in relation to a State has the meaning assigned to it in Article 2 of the Chicago Convention;
- (h) the term “user charges” means a charge made to airlines by any competent authority or permitted by that authority to be made for the provision of airport property or facilities or of air navigation facilities (including facilities for overflight), or related services and facilities, for aircraft, their crews, passengers and cargo.

1.2 *All references to the words in singular shall be construed to include the plural and all reference to the plural shall be construed to include the singular as the context requires*

ARTICLE 2

Applicability of the Chicago Convention

The provisions of this Agreement shall be subject to the provisions of the Chicago Convention insofar as those provisions are applicable to international air services.

ARTICLE 3

Grant of Rights

- (1) Each Contracting Party grants to the other Contracting Party the following rights for the conduct of international air service by the airlines of the other Contracting Party:
 - (a) to fly without landing across the territory of the other Contracting Party;
 - (b) to make stops in the said territory for non-traffic purposes; and
 - (c) the rights otherwise specified in this Agreement

- (2) Nothing in paragraph (1) of this Article shall be deemed to confer on the airlines of one Contracting Party the privilege of taking up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of the other Contracting Party.

- (3) If, because of armed conflict, political disturbances or developments, or special and unusual circumstances, a designated airline of one Contracting Party is unable to operate an agreed service on its specified route, the other Contracting Party shall use its best efforts to facilitate the continued operation of such service through appropriate temporary rearrangements of routes.

ARTICLE 4

Designation and Authorisation of Airlines

- (1) Each Contracting Party shall have the right to designate as many airlines as it wishes for the purpose of operating the agreed services in accordance with this Agreement and may withdraw or alter such designations. Such designation shall be transmitted in writing to the other Contracting Party through diplomatic channels.
- (2) On receipt of such a designation, and of applications from the designated airline in the form and manner prescribed for operating authorisations and technical permissions, the other Contracting Party shall, subject to the provisions of paragraphs (3) and (4) of this Article, without undue delay grant to the airline or airlines designated, the appropriate operating authorisations.
- (3) The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy those authorities that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied to the operation of international air services by those authorities, and in conformity with the provisions of the Chicago Convention.
- (4) Each Contracting Party may refuse to grant the operating authorisations referred to in paragraph (2) of this Article or impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 3(2) of this Agreement, in any case where the said Contracting Party is not satisfied that:
 - (i) the other Contracting Party has and maintains effective regulatory

control of the airline and that the airline has its principal place of business in the territory of the said Contracting Party, or,

(iii) it is established in the territory of Jamaica and has received a valid operating licence from a Member State of the Caribbean Community and effective regulatory control of the airline is exercised and maintained by the Member State of the Caribbean Community responsible for issuing its Air Operator's Certificate and the relevant authority is clearly identified in the designation, and, the airline is owned and shall continue to be owned directly or through majority ownership and it is effectively controlled by Member States of the Caribbean Community and/or by nationals of such States

- (5) When an airline has been so designated and authorised, it may begin to operate the agreed services, provided that the airline complies with the applicable provisions of this Agreement.

ARTICLE 5

Revocation or Suspension of Operating Authorisations

- (1) Each Contracting Party shall have the right to revoke an operating authorisation or to suspend the exercise of the rights specified in Article 3 of this Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:
 - (a) in any case where it is not satisfied that
 - (i) the Contracting Party maintains effective regulatory control of that airline and the airline has its principal place of business in the territory of said Contracting Party; or
 - (ii) it is established in the territory of Jamaica and has received a valid operating licence from a Member State of the Caribbean Community and effective regulatory control of the airline is exercised and maintained by the Member State of the Caribbean Community responsible for issuing its Air Operator's Certificate and the relevant authority is clearly identified in the designation, and, the airline is owned and shall continue to be owned directly or through majority ownership and it is effectively controlled by Member States of the Caribbean Community and/or by nationals of such States
 - (b) in the case of failure by that airline to comply with the laws or regulations in force in the territory of the Contracting Party granting these rights; or
 - (c) in case the airline otherwise fails to operate in accordance with the

conditions prescribed under this Agreement.

- (2) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (1) of this Article is essential to prevent further infringements of laws or regulations, such right shall be exercised only after consultation with the aeronautical authorities of the other Contracting Party.

ARTICLE 6

Applicable Laws

- (1) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline or airlines designated by the other Contracting Party as they are applied to its own and shall be complied with by such aircraft upon entrance into or departure from and while within the territory of the first Contracting Party.

- (2) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crew, mail or cargo of aircraft, including laws and regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew, mail or cargo of the designated airline or airlines of the other Contracting Party upon entrance into or departure from and while within the territory of the first Contracting Party.

ARTICLE 7

Safety

1. Each Contracting Party shall recognise as valid, for the purpose of operating the agreed services provided for in the present Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Contracting Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards that may be established pursuant to the Convention. Each Contracting Party may, however, refuse to recognise as valid for the purpose of flights above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Contracting Party or by a third country.
2. Each Contracting Party may request consultations at any time concerning safety standards in any area relating to aircrews, aircraft or their operation adopted by the other contracting party. Such consultations shall take place within 30 days of receipt of that request.
3. If, following such consultations, one Contracting Party finds that the other Contracting Party does not effectively maintain and administer safety standards in any such area that are at least equal to the minimum standards established at that time pursuant to the Chicago 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 the 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 5 of this agreement (Revocation or Suspension of Operating Authorisations).
4. Notwithstanding the obligations mentioned in Article 33 of the Chicago Convention it is agreed that any aircraft operated by or, under a lease arrangement, on behalf of the airline or airlines of one Contracting Party on services to or from the territory of the other Contracting Party may, while within the territory of the other contracting party, be made the subject of an

examination by the authorised representatives of the other contracting party, on board and around the aircraft to check both the validity of the aircraft documents and those of its crew and the apparent condition of the aircraft and its equipment (in this article called “ramp inspection”), provided this does not lead to unreasonable delay.

5. 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 Chicago 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 Chicago Convention;

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

6. 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 (4) of this Article is denied by a 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 (5) of this Article arise and draw the conclusions referred in that paragraph.

7. Each Contracting Party reserves the right to suspend or vary the operating authorisation of an airline or airlines of the other Contracting Party immediately in the event the first Contracting Party concludes, whether as a result of a ramp inspection, a series of ramp inspections, a denial of access for ramp inspection, consultation or otherwise, that immediate action is essential to the safety of an airline operation.

8. Any action by one Contracting Party in accordance with paragraphs (3) or (7) of this Article shall be discontinued once the basis for the taking of that action ceases to exist.

ARTICLE 8

Fair Competition

- (1) There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to compete in operating the agreed services.
- (2) In operating the agreed services, the airline or airlines of each Contracting Party shall take into account the interests of the airline or airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on the whole or part of the same routes.
- (3) Each Contracting Party shall allow each designated airline to determine the frequency and capacity of the international air transport it offers, according to commercial and market-based considerations. Neither Contracting Party shall unilaterally restrict the operations of the designated airlines of the other, except according to the terms of this Agreement or as may be required for customs, technical, operational or environmental reasons, under uniform conditions consistent with Article 15 of the Convention.
- (4) Neither Contracting Party shall allow its designated airline or airlines, either in conjunction with any other airline or airlines or separately, to abuse market power in a way which has or is likely or intended to have the effect of severely weakening a competitor or excluding a competitor from a route.
- (5) Each Contracting Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the airlines of the other Contracting Party.

ARTICLE 9

Tariffs

- (1) Each Contracting Party shall allow tariffs for air services to be established by each designated airline based on commercial considerations in the market place, including the cost of operation, the characteristics of the service, the interests of users, a reasonable profit and other market considerations. Neither Contracting Party shall require their airlines to consult other airlines about the tariffs they charge or propose to charge for services covered by these arrangements.
- (2) Each Contracting Party may require notification to or filing with its Aeronautical Authorities of tariffs to be charged to or from its territory by airlines of the other Contracting Party. Such notification or filing by the airlines of both Contracting Parties may be required to be made no later than the initial offering of a price, regardless of the form, electronic or other, in which the price is offered.
- (3) Without prejudice to the applicable competition and consumer protection laws prevailing in each Contracting Party, neither Contracting Party shall take unilateral action to prevent the commencement or continuation of a tariff proposed to be charged or charged by a designated airline of the other Contracting Party in connection with the international air services provided for under this Agreement. Intervention, as described in paragraph 4 below, by the Contracting Parties shall be limited to:
 - a) prevention of unreasonably discriminatory prices or practices;
 - b) protection of consumers from prices that are unreasonably high or restrictive due to the abuse of a dominant position.

- c) protection of airlines from prices that are artificially low due to direct or indirect subsidy or support;
 - d) protection of airlines from prices that are artificially low, where evidence exists as to an intent to eliminate competition.
- (4) Without prejudice to the provisions of paragraph 3 of this Article, the Aeronautical Authorities of either Contracting Party may expressly disapprove a tariff submitted by the designated airlines of the other Contracting Party, where such Aeronautical Authorities find that a tariff proposed to be charged by such airlines falls within the categories set forth in paragraph 3.a), 3.b), 3.c) or 3.d). In such event, the concerned Aeronautical Authority (i) shall send notification of its dissatisfaction to the Aeronautical Authorities of the other Contracting Party, and to the airline involved, as soon as possible, and in no event later than thirty (30) days after the date of notification or filing of the tariff in question; and (ii) may request consultations in accordance with the procedures established under paragraph 5 of this Article. Unless both Aeronautical Authorities have agreed to disapprove the tariff in question in writing, the tariff shall be treated as having been approved.
- (5) The Aeronautical Authorities of each Contracting Party may request consultations with the Aeronautical Authorities of the other Contracting Party on any tariff charged by an airline of the other Contracting Party for international air services to or from the territory of the first Contracting Party, including tariffs for which a notice of dissatisfaction has been given. These consultations shall be held no later than fifteen (15) days after receipt of the request. The Aeronautical Authorities of both Contracting Parties shall cooperate in securing the necessary information for a reasoned resolution of the issue. If an agreement is reached with respect to a tariff for which a

notice of dissatisfaction has been given, the Aeronautical Authorities of each Contracting Party shall use their best efforts to put that agreement into effect. If such mutual agreement is not reached, the tariff shall go into effect or continue in effect.

ARTICLE 10

User Charges

- (1) Neither Contracting Party shall impose or permit to be imposed on the designated airline or airlines of the other Contracting Party user charges higher than those imposed on its own airlines operating similar international air services.

- (2) Each Contracting Party shall encourage consultation on user charges between their competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable, through those airlines' representative organisations. Reasonable notice of any proposals for changes in user charges should be given to such users to enable them to express their views before changes are made. Each Contracting Party shall further encourage its competent charging authorities and such users to exchange appropriate information concerning user charges.

ARTICLE 11

Exemption from Customs Duties and other charges

- (1) Aircraft operated in international air services by the designated airline or airlines of either Contracting Party shall be relieved from all customs duties, national excise taxes and similar national fees, on the following items set out below:
 - (a) the following items introduced by a designated airline of one Contracting Party into the territory of the other Contracting Party:
 - (i) repair, maintenance and servicing equipment and component parts;
 - (ii) passenger handling equipment and component parts;
 - (iii) cargo-loading equipment and component parts;
 - (iv) security equipment including component parts for incorporation into security equipment;
 - (v) instructional material and training aids;
 - (vi) airline and operators' documents; and
 - (b) the following items introduced by a designated airline of one Contracting Party into the territory of the other Contracting Party or supplied to a designated airline of one Contracting Party in the territory of the other Contracting Party:

- (i) aircraft stores (including but not limited to such items as food, beverages and tobacco) whether introduced into or taken on board in the territory of the other Contracting Party;
 - (ii) fuel, lubricants and consumable technical supplies;
 - (iii) spare parts including engines; and
- (c) computer equipment and component parts introduced by a designated airline of one Contracting Party into the territory of the other Contracting Party to assist in one or more of the following matters:
- (i) the repair, maintenance or servicing of aircraft;
 - (ii) the handling of passengers at the airport or on board aircraft;
 - (iii) the loading of cargo onto or the unloading of cargo from aircraft;
 - (iv) the carrying out of security checks on passengers or cargo;

provided in each case that they are for use on board an aircraft or within the limits of an international airport in connection with the establishment or maintenance of an international air service by the designated airline concerned.

- (2) The relief from customs duties, national excise taxes and similar national fees shall not extend to charges based on the cost of services provided to

the designated airline or airlines of a Contracting Party in the territory of the other Contracting Party.

- (3) Equipment and supplies referred to in paragraph (1) of this Article may be required to be kept under the supervision or control of the appropriate authorities.
- (4) The reliefs provided for by this Article shall also be available in situations where the designated airline or airlines of one Contracting Party have entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph (1) of this Article, provided such other airline or airlines similarly enjoy such reliefs from such other Contracting Party.

ARTICLE 12

Transfer of Earnings

Each designated airline may on demand, convert and remit to its country, or any other country, local revenues in excess of those sums locally disbursed in connection with the carriage of passengers, mail and cargo. Prompt conversion and remittance 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 or other financial institutions for carrying out such conversion and remittance.

ARTICLE 13

Aviation Security

- (1) The assurance of safety for civil aircraft, their passengers and crew being a fundamental pre-condition for the operation of international air services, the Contracting Parties reaffirm that their obligations to each other to provide for the security of civil aviation against acts of unlawful interference (and in particular their obligations under the Chicago Convention, the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Protocol for the Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988 and the Convention on the Marking of Plastic Explosives for the Purpose of Detection signed at Montreal on 1 March 1991) form an integral part of this Agreement and any other agreement governing civil aviation security binding upon both Contracting Parties.
- (2) The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft and other acts of unlawful interference against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.
- (3) The Contracting Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation to the extent that such security provisions are

applicable to the Contracting Parties; they shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in paragraph (3) of this Article required by the other Contracting Party for entry into, departure from or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give sympathetic and prompt consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.
5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other acts of unlawful interference against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.
6. When a Contracting Party has reasonable grounds to believe that the other Contracting Party has departed from the aviation security provisions of this Article, the aeronautical authorities of that Contracting Party may request immediate consultations with the aeronautical authorities of the other Contracting Party. Failure to reach a satisfactory agreement within fifteen (15) days from the date of such request shall constitute grounds to

withhold, revoke, limit, or impose conditions on the operating authorisation and technical permissions of the airlines of that Contracting Party. When required by an emergency, a Contracting Party may take interim action prior to the expiry of fifteen (15) days.

ARTICLE 14

Provision of Statistics

The aeronautical authorities of a Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, at their request, such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airlines of the Contracting Party referred to first in this Article. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

ARTICLE 15

Commercial Opportunities

- (1) On the basis of reciprocity, the designated airline or airlines of one Contracting Party shall be entitled, in accordance with the laws and regulations relating to entry, residence and employment of the other Contracting Party, to bring in and maintain in the territory of the other Contracting Party those of their own managerial, technical, operational and other specialist staff who are required for the provision of air services.
- (2) The designated airlines of each Contracting Party shall have the right to engage in the sale of air transportation in the area of the other Contracting Party, either directly or through agents appointed by the designated airline. The designated airlines of each Contracting Party shall have the right to sell and any person shall be free to purchase, such transportation in freely convertible currency or in local currency.
- (3) The designated airlines of each Contracting Party shall have the right to use the services and personnel of any other organisation, company or airline operating in the territory of the other Contracting Party;
- (4) The designated airline or airlines of each Contracting Party shall have the right to establish offices in the territory of the other Contracting Party for the promotion and sale of international air services.

ARTICLE 16

Cooperative Arrangements

- (1) In operating or holding out the agreed services, the designated airline or airlines of one Contracting Party may enter into cooperative marketing arrangements such as joint venture, blocked-space or code-sharing arrangements with:
 - (a) any airline or airlines of either Party;
 - (b) an airline or airlines of a third country; and
 - (c) a surface transportation provider of any country, provided that all airlines in such arrangements
 - (i) hold the appropriate authority; and
 - (ii) meet the requirements normally applied to such arrangements

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

- (3) The airlines are required to file for approval any proposed cooperative arrangement with the aeronautical authorities of both Parties before its proposed introduction.
- (4) Notwithstanding any other provision of this Agreement, airlines and indirect providers of cargo transportation of both Parties shall be permitted, without restriction, to employ in connection with international air transportation for cargo to or from any points in the territories of the Parties or in third countries, including transport to and from all airports with customs facilities, and including, where applicable, the right to transport cargo in bond under applicable laws and regulations. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. Airlines 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 cargo transportation. Such intermodal cargo services may be offered at a single, through price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation.

ARTICLE 17

Ground Handling Provisions

Subject to the laws and regulations of each Contracting Party, each designated airline shall have in the territory of the other Contracting Party, the right to perform its own ground handling (“self-handling”) or, at its option, the right to select among competing suppliers that provide ground handling services in whole or in part. Where such laws and regulations limit or preclude self-handling and where there is no effective competition between suppliers that provide ground handling services, each designated airline shall be treated on a non-discriminatory basis as regards their access to self-handling and ground handling services provided by a supplier or suppliers. For each designated airline, the right to perform self-handling shall be subject, on a non-discriminatory basis, to physical constraints resulting from limitations of airport space and considerations of safety and security.

ARTICLE 18

Consultations

- (1) In a spirit of close co-operation, the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and the Annex annexed hereto and shall consult when necessary to provide for modification thereof.

- (2) Either Contracting Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than 30 days from the date the other Contracting Party receives the request unless otherwise agreed.

ARTICLE 19

Settlement of Disputes

- (1) If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place try to settle that dispute by negotiation.
- (2) If the Contracting Parties fail to reach a settlement of the dispute by negotiation, it may be referred by them to such person or body as they may agree on or, at the request of either Contracting Party, shall be submitted for decision to a tribunal of three arbitrators which shall be constituted in the following manner:
 - (a) within 30 days after receipt of a request for arbitration, each Contracting Party shall appoint one arbitrator. A national of a third State, who shall act as President of the tribunal, shall be appointed as the third arbitrator by agreement between the two arbitrators, within 60 days of the appointment of the second;
 - (b) If within the time limits specified above any appointment has not been made, either Contracting Party may request the President of the Council of the International Civil Aviation Organisation to make the necessary appointment within 30 days. If the President has the nationality of one of the Contracting Parties, the most senior Vice-President who is not disqualified on that ground shall make the appointment.
- (3) Except as hereinafter provided in this Article or as otherwise agreed by the Contracting Parties, the tribunal shall determine the limits of its jurisdiction

and establish its own procedure. At the direction of the tribunal, or at the request of either of the Contracting Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held not later than 30 days after the tribunal is fully constituted.

- (4) Except as otherwise agreed by the Contracting Parties or prescribed by the tribunal, each Contracting Party shall submit a memorandum within 45 days after the tribunal is fully constituted. Each Contracting Party may submit a reply within 60 days of submission of the other Contracting Party's memorandum. The tribunal shall hold a hearing at the request of either Contracting Party, or at its discretion, within 30 days after replies are due.
- (5) The tribunal shall attempt to give a written decision within 30 days after completion of the hearing or, if no hearing is held, 30 days after the date both replies are submitted. The decision shall be taken by a majority vote.
- (6) The Contracting Parties may submit requests for clarification of the decision within 15 days after it is received and such clarification shall be issued within 15 days of such request.
- (7) The costs of the arbitration and the allocation of costs to the relevant parties shall be determined by the tribunal.
- (8) The decision of the tribunal shall be final and binding on the Contracting Parties unless they agree otherwise.

ARTICLE 20

Multilateral Agreement

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

ARTICLE 21

Amendment

If either of the Contracting Parties considers it desirable to modify any provision of this Agreement, such modification, if agreed between the Contracting Parties and, if necessary, after consultation in accordance with Article 18 of this Agreement, shall come into effect when confirmed by an Exchange of Diplomatic Notes.

ARTICLE 22

Termination

Either Contracting Party may at any time notify the other Contracting Party in writing through diplomatic channels of his decision to terminate this Agreement. A copy of the notice shall be sent simultaneously to the Secretary General of the International Civil Aviation Organization.

If such notice is given, this Agreement shall terminate twelve months after the date of receipt by the other Contracting Party of the notice to terminate, unless by agreement between the Contracting Parties the notice under reference is withdrawn before the expiry of that period. If the other Contracting Party fails to acknowledge receipt, notice shall be deemed to have been received 14 days after the date of the receipt by the Secretary General of the International Civil Aviation Organization of his copy.

ARTICLE 24

Entry into Force

This Agreement shall enter into force on the date of the latter note upon an exchange of diplomatic notes between the Parties confirming that all the internal procedures necessary for the entry into force of the Agreement have been completed.

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

Done in duplicate at [] the [] day of [], 20.....

.....
For the Government of Jamaica

.....
For the Government of

ANNEX 1

ROUTE SCHEDULES

Section 1:

Routes to be operated by the Designated Airline(s) of Jamaica.

BEHIND POINTS	FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Point	Any Point in Jamaica	Any Point	Any Point in X	Any Point

Section 2:

Routes to be operated by the Designated Airline(s) of X

BEHIND POINTS	FROM	INTERMEDIATE POINTS	TO	BEYOND POINTS
Any Point	Any Point in X	Any Point	Any Point in Jamaica	Any Point

NOTES:

Each designated airline of either Contracting Party may, on any or all flights and at its option:

1. Operate flights in either or both directions;
2. Combine different flight numbers within one aircraft operation;
3. Serve behind, intermediate and beyond points and points in the territories of the Contracting Parties on the routes in any combination and in any order;
4. Omit stops at any point or points;
5. Transfer traffic from any of its aircraft to any of its other aircraft at any point on the routes; and

6. Serve points behind any point in its territory with or without change of aircraft or flight number and may hold out and advertise such services to the public as through services;

without directional or geographic limitation and without loss of any right to carry traffic otherwise permissible under the present Agreement; provided that the service serves a point in the territory of the Contracting Party designating the airlines.

Section 3

Change of Gauge

On any segment or segments of the routes above, any designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated; provided that, in the outbound direction, the transportation beyond such point is a continuation from the territory of the Party that has designated the airline and, in the inbound direction, the transportation to the territory of the Party that has designated the airline is a continuation of the transportation from beyond such point.